

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 June 16, 2009 at 10:15 a.m. Notice is further given that the Board will hold a Study Session open to the public from 9:00 a.m. to 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 A.R.S. §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 15th day of June, at 9:00 a.m.

Russell Dickerson, Recording Secretary to the Board

Notice
Distribution

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



Northland Pioneer College

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

Governing Board Study Session Agenda¹

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

Date: June 16, 2009

Time: 9:00 a.m.

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Request to Approve Apache County IGA (T3) -----	Vice President Hatch
2.	Request to Approve NAVIT IGA (T4) -----	Vice President Hatch
3.	Request to Approve New Mexico Tuition Waiver Agreement (T5) -----	Vice President Hatch
4.	Request to Approve Arizona Community College Presidents' Council IGA (T6)	President Swarthout
5.	Request to Approve First Things First Agreement (T7) -----	Vice President Vest
6.	2008-2009 Scholarship Expenditure Update (informational) (T8) -----	Vice President Vest
7.	Discussion of Fall 2009 Board Retreat -----	President Swarthout

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



Northland Pioneer College

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

Governing Board Meeting Agenda¹

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

Date: June 16, 2009

Time: 10:15 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 (T9) -----	Vice President Hatch
	B. CASO -----	Suzanne Trezise
	C. NPC Faculty Association -----	Sandy Johnson
	D. NPC Student Government Association -----	Jake Hinton
	E. NPC Foundation -----	Lance Chugg
5.	Consent Agenda ----- (Action)	Chairman Jeffers
	A. May 19, 2009 Study Session Minutes (T2)	
	B. May 19, 2009 Truth in Taxation Public Hearing Minutes (T2)	
	C. May 19, 2009 Proposed 2009-2010 Budget Public Hearing Minutes (T2)	
	D. May 19, 2009 Special Meeting Minutes (T2)	
	E. May 19, 2009 Regular Board Minutes (T2)	
6.	Old Business	
	A. President's Performance Evaluation ----- (Executive Session)	President Swarthout
	Pursuant to A.R.S. § 38-431.03 A 1, the Board may, upon a vote of the majority of the members constituting a quorum, elect to go into Executive Session for purposes of discussion of the President's review and contract. Executive Session is not open to the public.	
	B. President's Performance Evaluation ----- (Action)	President Swarthout
	The Board may discuss and may also take action regarding the President's review and contract.	
7.	New Business	
	A. Request to Approve Apache County IGA (T3) ----- (Action)	Vice President Hatch
	B. Request to Approve NAVIT IGA (T4) ----- (Action)	Vice President Hatch
	C. Request to Approve New Mexico Tuition Waiver Agreement (T5) ---- (Action)	Vice President Hatch
	D. Request to Approve Arizona Community College Presidents' Council IGA (T6) ----- (Action)	President Swarthout
	E. Request to Approve First Things First Agreement (T7) ----- (Action)	Vice President Vest
8.	Standing Business	
	A. Strategic Planning and Accreditation Steering Committee Report -----	President Swarthout
	B. Human Resources Update (T10) -----	Peggy Belknap
	C. 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 ----- To be determined.	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.



Northland Pioneer College

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

Navajo County Community College District Governing Board Study Session Minutes

May 19, 2009 – 9:30 a.m.

2251 Navajo Boulevard, Holbrook, Arizona, 86025

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

Staff Present: President, Dr. Jeanne Swarhout; Vice President, Blaine Hatch; Vice President, Mark Vest; Director of Information Services, John Velat; Recording Secretary to the Board, Russell Dickerson.

1. Truth in Taxation – Vice President Hatch

Mr. Hatch notified Board members that there was a change to the Truth in Taxation materials presented in the Board packet. A figure change was necessary due to a last minute valuation adjustment at the State level. Mr. Hatch informed Board members that Truth in Taxation notices were published, as required by State statute, in the Holbrook Tribune and the White Mountain Independent newspapers. Mr. Hatch explained that the notices were descriptive of what would happen if there no increases in valuation with regard to property taxes. The college is proposing the maximum tax levy which is \$113.52 for a \$100,000 home. Mr. Hatch added that in addition to the Truth in Taxation notices, the college was also required to issue a press release containing the schedule for the Truth in Taxation and proposed budget public hearings. Mr. Hatch noted that the press release, which was sent out to all media in the college service area, highlighted the same information as the Truth in Taxation notices. However, because it was a press release, the college was able to give more information regarding the overall tax levy decrease which is due to the elimination of the secondary property tax. Responding to a Board question, Mr. Hatch explained that no other changes have occurred in the materials as discussed briefly at the April meeting.

2. Property Tax – Vice President Hatch

Mr. Hatch notified Board members that the property tax cover sheet and recommendation had been updated. The revisions were necessary due to a letter from the Property Tax Oversight Commission indicating an adjustment in valuation of centrally valued property for class 5 railroad properties. Mr. Hatch explained that this adjustment reduces the maximum tax levy by \$6,700 which represents less than one tenth of a percent change.

Mr. Hatch explained that for several years, the college has recommended that primary property taxes be levied at the maximum rate, 2% over current levels plus any change due to new construction valuation. Mr. Hatch added that the net change including both of those factors is a decrease from our current rate of 3.1%. Due to the elimination of the general obligation bond payments, the total rate will decrease from \$1.3548 to \$1.1352 which represents the maximum tax levy and an overall reduction of 16.2% to taxes levied on county property owners. Mr. Hatch added that the proposed 2009-2010 budget has been built around the proposed tax levy and that staff recommends that the Board approve the property tax levy totaling \$11,337,976.

3. Proposed 2009-2010 Budget – Vice President Hatch

Mr. Hatch informed Board members that there have been no changes to the budget documents that were reviewed in the April study session and discussed in the April Board meeting. Mr. Hatch added that the budget documents have been published, as required by State statute, in the Holbrook Tribune newspaper. Mr. Hatch commented that the proposed budget reflects the hard work performed by staff to formulate a workable budget. Mr. Hatch added that budget reductions were sought in almost every area including a Board approved salary freeze for 2009-2010. Mr. Hatch noted that there is a close connection between the proposed budget and the strategic plan and as the budget was developed, staff paid close attention to how reductions would impact the strategic plan and the ability of the college to move forward.

Mr. Hatch reported that he had not received any additional information regarding State funding. Mr. Hatch commented that the budget has been built in such a way as to accommodate somewhat of a range of impacts based on State aid levels. Addressing expenditures, Mr. Hatch explained that the budget focuses on the most likely, least



amount of State aid that the college may receive. Mr. Hatch reminded Board members that following the public hearing on the proposed budget, budget amounts can be reduced but not increased. Responding to a Board question, Mr. Hatch reported that he had not received any phone calls from the public regarding the proposed budget.

4. Request to Approve Pavement Improvement Contract – Vice President Hatch

Mr. Hatch reviewed the staff recommendation to award a contract for pavement improvements to ACE Asphalt of Arizona for an amount just under \$134,000. The contract will include multiple projects at all NPC campus and center locations where the college owns, or is responsible for facilities. Mr. Hatch added that the contract does not include pavement improvements at the Silver Creek Campus which were approved separately at the April Board meeting. Mr. Hatch explained that the college worked through the Mohave Educational Services Cooperative to obtain contracts. Mr. Hatch added that ACE Asphalt has a contract with the Cooperative that has gone through the public bidding process and following a review of current market pricing, staff recognized that the pricing for the contract is comparable, if not lower, for the proposed pavement improvements. Mr. Hatch provided a location by location breakdown of proposed pavement improvements and added that the proposed improvements will allow college parking areas to be maintained at a level that will maximize their lives.

5. Request to Approve Computer Lease – Director Velat

Mr. Velat reviewed the staff recommendation to approve the lease of 272 computers for an annual payment amount of \$170,948.16. Mr. Velat added that the proposed computer lease is part of a computer replacement plan that began in 2006 for the entire college computer inventory. Mr. Velat explained that the proposed lease computers are low energy consumption models that will use only 39% of the power of the computers to be replaced, saving the college approximately \$44,000 in electricity costs as well as savings in carbon dioxide emissions. Mr. Velat added that this cost savings is significant in that it pays for approximately one-third of the cost of the new computers.

Responding to a Board question, Mr. Velat confirmed that the inclusion of Macintosh computers is a change for the college. Mr. Velat explained that the use of Macintosh computers is in response to requests from faculty members to diversify their teaching capabilities regarding the Macintosh operating system and associated software. Mr. Velat noted that the Macintosh computers can also be used to run Microsoft Windows and will allow teaching flexibility when distributed throughout the district. Mr. Velat added that Macintosh computers are compatible with the college's PCs allowing for file transfers and that no additional software is required for their use as all the necessary applications fall under our existing campus use agreements. Responding to a Board question, Mr. Velat explained that the decision to include Macintosh computers is also in response to student demand to learn Macintosh specific applications and that almost all of the Macintosh computers will be deployed in classrooms. Mr. Velat added that the lease includes a full three years of maintenance as well as insurance for loss.

6. Request to Approve Video Equipment Purchase – Director Velat

Mr. Velat summarized the recommendation to approve the purchase of two Tandberg video end-point units for installation in the video classrooms at the Little Colorado Campus in the amount of \$80,495.52. Mr. Velat added that this purchase is part of a video equipment replacement cycle that was approved in the capital budget for 2008 and that this purchase addresses some of the priorities of strategic plan pillars three and six. Mr. Velat explained that the proposed purchase will replace nine year old equipment that has suffered quality and reliability issues.

7. Request to Reject Request for Proposals, Multimedia Conferencing System, AS#09-04 – Director Velat

Mr. Velat summarized the staff recommendation to reject all bids in the request for proposals for a multimedia conferencing system, AS#09-04. Mr. Velat explained that the college solicited bids for the replacement or augmentation of the central video processing system. Mr. Velat reported that six bids, averaging approximately \$400,000, were received. A committee, composed of Information Services staff, faculty and staff, heard four vendor presentations and evaluated the proposals and concluded that the very small increase in capacity, reliability and functionality did not justify the expense. Mr. Velat reported that the committee recommended the use of an Internet based technology to increase classroom capacity and this new technology will be used on a trial basis this summer



for staff meetings allowing an evaluation of performance. Mr. Velat added that in the next 12 to 18 months, there may be changes in the technology that will significantly reduce costs.

Responding to a Board question, Mr. Velat explained that the proposal was written to draw bids from alternative video technology businesses and the hope was that such a company would propose a novel solution that would provide lower cost and increased functionality. Mr. Velat added that those companies did not submit bids and that bids received were from the well established video conferencing companies. Mr. Velat explained that the multimedia conferencing system is a central unit that connects all of the college's video end-points. Mr. Velat added that such a unit was purchased three years ago for approximately \$250,000 and while somewhat dated in capability, continues to function well and is still supported. Mr. Velat noted that an imminent failure is not anticipated but to make significant improvements in capability or to add a backup system would be quite expensive. Mr. Velat added that it is important for the college to look for an alternative system that could be utilized to shoulder the communications load should the current system fail. Responding to a Board question, Mr. Velat explained that the system is critical to the day to day operations of the college and added that the last time it failed the college was without video classroom capability for three days. Mr. Velat reported that the last failure occurred in January 2009 and currently, should a catastrophic failure occur, the college could obtain a similar unit within 48 hours to augment capacity until the failed unit could be replaced. Mr. Velat reported that the college is looking for an alternative system to replace the current system that will offer significant savings and expand capacity which is currently limited to 16 classrooms.

8. Request to Approve White Mountain Apache Tribe Contract for Construction Technology Skills Training – President Swarthout

Dr. Swarthout summarized the recommendation to approve a contract with the White Mountain Apache Tribe for the 2009-2010 academic year in the amount of \$83,199.60. Dr. Swarthout noted that this is a standard annual contract that the college enters into and the associated costs are primarily related to a dedicated faculty member who teaches in Whiteriver. Responding to a Board question, Dr. Swarthout explained that the students learn construction trade skills by building on site tribal housing and classroom instruction takes place at the Whiteriver Center. Dr. Swarthout added that the program is funded through tribal workforce development money and that the contract is dependent on funding.

9. Request to Accept the Annual Strategic Planning Report – President Swarthout

Dr. Swarthout presented a bullet form report of the college's accomplishments as related to the strategic plan. Dr. Swarthout noted that there are clearly areas within the strategic plan where the college has not been able to make significant progress, largely due to the loss of capital funding from the State. Dr. Swarthout added that the college did complete a master facilities plan this year but due to associated costs, has been put on hold. Dr. Swarthout explained that due to funding issues, the college has not been able to move forward in some areas and has shifted time and resources toward maintaining current facilities.

Dr. Swarthout reported that Information Services has made great gains in making improvements to the college's technology infrastructure. Dr. Swarthout also noted improved strength in planning and accountability due to improvements in accounting practices including better tracking of college assets and liabilities. Dr. Swarthout added that the marketing department has moved forward substantially and that the college, as a whole, has continued to move forward despite State funding uncertainties.

Responding to a Board question, Dr. Swarthout explained that existing classroom capacity depends on which campus is being looked at as well as the time of day. Dr. Swarthout reported that some campuses and centers are under size pressure particularly in the mornings and evenings and that occupation of space by NAVIT students has a significant impact upon the morning timeslots at White Mountain Campus and Silver Creek Campus. Dr. Swarthout added that the biggest capacity issues arise in the Career and Technical Education division that require expensive equipment and specialized facilities for new programs.



Dr. Swarthout noted that generally, there is classroom capacity within the district and informed Board members that the college is at maximum capacity for audio and video classes as those classes are usually full. Dr. Swarthout offered that the college will have to be creative in solving capacity problems at some campuses and that solutions may include encouraging students to take afternoon classes and the expansion of online course offerings. Mr. Velat added that a third video classroom could be created utilizing the large number of computers the college currently owns. Mr. Velat explained that this technology, currently used for video relay interpreting, could be expanded to include class content accessible in college computer labs and eventually on off-site, student owned computers. Dr. Swarthout added that getting college faculty and students accustomed to new technology options would allow the college to expand offerings without being concerned about physical capacity constraints.

10. Board Feedback on the Higher Learning Commission Self-Study Draft – Donna Ashcraft

Ms. Ashcraft asked Board members if they had questions or concerns on the self-study draft. Ms. Handorf noted that there is a mathematical error in the information related to State budget cuts. Ms. Handorf commented that the self-study was fascinating to read and that she learned a great deal about the college. Ms. Handorf added that the self-study is very detailed, spoke directly to the HLC criteria, effectively addressed areas of improvement and clearly reflects the hard work of those who contributed. Ms. Ashcraft notified Board members that the draft had been sent to the college as a whole for comment with a deadline of May 20, 2009. Ms. Ashcraft reported that the draft will be forwarded to the marketing department next week for a final proof reading and insertion of colored pages, student photographs and quotes and chapter dividers. Ms. Ashcraft anticipates the self-study will be completed by July 1, 2009.

Respectfully submitted,

Russell Dickerson
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Secretary to the Board



Navajo County Community College District Truth in Taxation Public Hearing Minutes

May 19, 2009 – 11:00 a.m.

2251 Navajo Boulevard, Holbrook, Arizona, 86025

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

Staff Present: President, Dr. Jeanne Swarhout; Vice President , Blaine Hatch; Vice President, Mark Vest; Director of Information Services, John Velat; Recording Secretary to the Board, Russell Dickerson.

1. Call to Order

Chairman Jeffers called the Truth in Taxation public hearing to order at 11:00 a.m.

2. Property Tax – Vice President Hatch

Mr. Hatch reported that the college, following the formula required by statute, published notices of a proposed primary property tax increase of 2%, or \$221,821. Mr. Hatch added that the proposed tax levy and additional amount from new construction total just under \$700,000. Mr. Hatch reported that, according to the Truth in Taxation formula, the primary property tax on a home valued at \$100,000 would increase from \$111.29 to \$113.52.

Mr. Hatch reported that the college, in addition to the required Truth in Taxation notices, issued a press release to all media outlets in the service area. Mr. Hatch added that the press release included additional information regarding the elimination of the secondary property tax as a result of paying off general obligation bonds. The elimination of the secondary property tax will result in a total tax rate decrease of 16.2%. Mr. Hatch noted that the current rate charged, per \$100 of valuation, is approximately \$1.35 and the proposed primary tax levy rate will decrease to approximately \$1.13 per \$100 of valuation.

3. Invitation of Public Comment

Chairman Jeffers issued a call for public comment regarding the proposed tax levy increase. There was no comment from the public.

4. Adjournment

Ms. Handorf moved to adjourn the Truth in Taxation public hearing. Mr. Peaches seconded the motion to adjourn. *The vote was unanimous in the affirmative.*



Respectfully submitted,

Russell Dickerson
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Secretary to the Board



Navajo County Community College District 2009-2010 Proposed Budget Public Hearing Minutes

May 19, 2009 – 11:00 a.m.

2251 Navajo Boulevard, Holbrook, Arizona, 86025

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; Director of Information Services, John Velat; Recording Secretary to the Board, Russell Dickerson.

1. Call to Order

Chairman Jeffers called the Truth in Taxation public hearing to order.

2. 2009-2010 Proposed Budget – Vice President Hatch

Mr. Hatch summarized the proposed budget for Board members. Mr. Hatch reported that the proposed budget calls for a general fund decrease of 2%, or just over \$500,000, to \$24,391,483. Mr. Hatch reported that the unexpended plant fund is proposed to decrease by 21.5% to \$3,025,000. Mr. Hatch added that the retirement of indebtedness fund is proposed to decrease by 100% as there will be no expenditures in 2009-2010. The total decrease for the three funds mentioned is 10.6%, or just over \$3.2 million.

Mr. Hatch reported that proposed expenditures for the general fund and unexpended plant fund total \$27,416,483. Mr. Hatch added that the college looks at expenditures on a full time student enrollment basis. The proposed budget proposes general fund expenditures of \$9,204 per FTSE and unexpended plant fund expenditures of \$1,142 per FTSE. Mr. Hatch added that the college has expenditure limits, as required by statute, and he anticipates the proposed budget will fall within required expenditure limitations.

Mr. Hatch reminded that Board that there are still budget unknowns with regard to State aid funding levels. Mr. Hatch added that the proposed budget incorporates previously approved tuition and fee increases, anticipated additional grant funding, as well as a salary and hiring freeze for 2009-2010.

3. Invitation of Public Comment

Chairman Jeffers issued a call for public comment regarding the proposed 2009-2010 budget. There was no comment from the public.

4. Adjournment

Mr. Peaches moved to adjourn the 2009-2010 proposed budget public hearing. Mr. Siquah seconded the motion to adjourn. *The vote was unanimous in the affirmative.*



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 Special Meeting Minutes

May 19, 2009 – 11:00 a.m.

2251 Navajo Boulevard, Holbrook, Arizona, 86025

Governing Board Member 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; Director of Information Services, John Velat; Recording Secretary to the Board, Russell Dickerson.

Agenda Item 1: Call to Order

Chairman Jeffers called the special meeting to order at 11:19 a.m.

Agenda Item 2: Request to Approve the 2009-2010 Property Tax Increase

Mr. Siquah moved to approve the proposed 2009-2010 tax increase as presented. Ms. Handorf seconded the motion. Chairman Jeffers reiterated that the approved property tax increase reflects a decrease of 3.1% from current year levels and that the overall tax decrease for 2009-2010 will be 16.2%.

Roll call vote: Chairman Jeffers, Ms. Handorf, Mr. Peaches and Mr. Siquah voted to approve the 2009-2010 tax increase as presented. Mr. Parsons was absent. *The motion to approve the 2009-2010 property tax increase passed by a margin of four votes to zero.*

Agenda Item 3: Request to Adopt the 2009-2010 Proposed Budget

Ms. Handorf moved that the Board adopt the 2009-2010 proposed budget as presented. Mr. Peaches seconded the motion. *The vote was unanimous in the affirmative.*

Agenda Item 4: Adjournment

Mr. Siquah moved to adjourn the special meeting. Mr. Peaches seconded the motion to adjourn. *The vote was unanimous in the affirmative.*



Respectfully submitted,

Russell Dickerson
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Secretary to the Board



Navajo County Community College District Governing Board Meeting Minutes

May 19, 2009 – 11:00 a.m.

2251 Navajo Boulevard, Holbrook, Arizona, 86025

Governing Board Member 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; Director of Information Services, John Velat; Recording Secretary to the Board, Russell Dickerson.

Others Present: Peggy Belknap, Everett Robinson, Linda Kor, Donna Ashcraft, Karalea Kowren, Neil Rabe, Dick Baird, Lynda Klingler, Roger Balzer, Rene Chase Begay, Julie Jackson, Kate Dobler-Allen, Leo Michael Yost, Heidi Fulcher, Beulah Bob-Pennypacker, Dawn Johnson, Susan Olsen, West Rabe, Debra McGinty.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chairman Jeffers called the meeting to order at 11:13 a.m. Mr. Siquah led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Mr. Siquah moved to adopt the agenda as presented. Mr. Peaches 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 the college is three-quarters through the budget year. Mr. Hatch pointed out to Board members that there is a negative amount listed in the general fund under grants and contracts. Mr. Hatch explained that the negative amount is a result of a reclassification of revenue that was moved into the tuition and fees area of the budget. Mr. Hatch added that other budget items are where they are expected to be. Mr. Hatch reported that March property tax collections were on target as are property tax collections for the current fiscal year. Mr. Hatch reported that general fund expenditures are at 68% and where they are expected to be. Mr. Hatch explained that unrestricted plant fund revenue currently includes only investment income and transfers from the general fund. Mr. Hatch added that he anticipates the need to transfer funds to balance out expenditures and noted that those transfers are included in the current budget. Addressing the retirement of indebtedness fund, Mr. Hatch reported that the college will have \$1.7 million in expenditures before fiscal year end and that these expenditures will use the bulk of net cash for all activities. Mr. Hatch added that the college will continue to collect secondary property tax payments for the remaining three months of the fiscal year. Mr. Hatch reported that revenues are greater than expenditures for the restricted auxiliary and agency funds and that net cash for all activities is just over \$2 million.

4.B – CASO Report

Dr. Swarthout informed the Board that there would be no CASO report due to illness.



4.C. – NPC Faculty Association Report

Dr. Swarthout informed the Board that there would be no NPC Faculty Association report as faculty members are off contract. Dr. Swarthout announced that Dr. Sandy Johnson and Rickey Jackson will be the Faculty Association President and Vice President for the 2009-2010 academic year.

4.D. – Student Government Association

Dr. Swarthout informed the Board that there would be no Student Government Association report as Mr. Hinton is on leave.

4.E. – NPC Foundation

No report. Dr. Swarthout reported that the NPC Foundation held the annual fundraising auction on May 2, 2009 and raised approximately \$13,000 after expenses. This amount will fund student scholarships and is the second highest amount raised.

Agenda Item 5: Consent Agenda

Mr. Siquah moved to approve the consent agenda. Mr. Peaches seconded the motion. *The vote was unanimous in the affirmative.*

Consent Agenda (Action):

- A. April 22, 2009 Study Session Minutes
- B. April 22, 2009 Regular Board Minutes

Agenda Item 6: Old Business

None.

Agenda Item 7: New Business

7.A. – Request to Approve the Annual Strategic Planning Report – President Swarthout

Dr. Swarthout requested Board acceptance of the annual strategic planning report as presented. Dr. Swarthout explained that the report is a somewhat detailed report of what the college, as a whole, has accomplished this year and that the Board will be presented with subsequent reports every May. Mr. Siquah moved to accept the annual strategic planning report as presented. Ms. Handorf seconded the motion. *The vote was unanimous in the affirmative.*

Agenda Item 8: Standing Business

8.A. – Grants and Contracts

8.A.1. – Request to Approve Pavement Improvement Contract – Vice President Hatch

Mr. Hatch presented the staff recommendation to approve a pavement improvement contract as discussed in study session. Mr. Hatch requested approval of a contract with ACE Asphalt of Arizona in the amount of \$133,983.26 for projects at Little Colorado, Painted Desert and White Mountain Campuses as well as the Hopi and Whiteriver Centers. Ms. Handorf moved to approve the pavement improvement contract as presented. Mr. Peaches seconded the motion. *The vote was unanimous in the affirmative.*



8.A.2. – Request to Approve Computer Lease – Director Velat

Mr. Velat presented the approval of the lease of 272 computers from University Lease as part of the three year computer replacement plan for the college. The proposed lease agreement will be for a term of three years with annual payments of \$107,948.16. Mr. Velat explained that the new computers will save the college approximately \$44,000 in electricity costs and approximately 472,000 pounds of carbon dioxide emissions per year compared to the computers they will replace. Mr. Velat added that the total savings from the 632 computers purchased over the last year, including the proposed purchase, will be approximately \$148,000 in electricity costs and 3.7 million pounds of carbon dioxide emissions per year compared to the computers they replace. Ms. Handorf moved to approve the lease of 272 computers from University Lease for a term of three years with annual payments of \$107,948.16. Mr. Peaches seconded the motion. *The vote was unanimous in the affirmative.*

8.A.3. – Request to Approve Video Equipment Purchase – Director Velat

Mr. Velat presented the staff recommendation to purchase two Tandberg endpoint units for deployment in the video classrooms at the Little Colorado Campus as part of the six year video equipment replacement plan in the amount of \$80,495.52. Mr. Peaches moved to approve the purchase of video equipment as presented. Ms. Handorf seconded the motion. *The vote was unanimous in the affirmative.*

8.A.4. – Request to Reject Request for Proposal, Multimedia Conferencing System AS#09-04 – Director Velat

Mr. Velat presented the staff recommendation to reject all bids for request for proposals, multimedia conferencing system, AS#09-04. Mr. Velat explained that the college requested bids for the replacement of the current system and the received bids ranged from approximately \$348,000 to \$450,000. Mr. Velat added that the evaluating committee determined that the very small increase in capacity and functionality did not justify the great expense. Mr. Siquah moved to approve the rejection of all bids for request for proposals, multimedia conferencing system, AS#09-04, as presented. Ms. Handorf seconded the motion. *The vote was unanimous in the affirmative.*

8.A.5. – Request to Approve White Mountain Apache Tribe Contract – President Swarthout

Dr. Swarthout requested approval of a contract with the White Mountain Apache Tribe for skills training services in the construction trades for the period of June 1, 2009 to May 18, 2010 in the amount of \$83,199.60. Dr. Swarthout explained that this is an annual contract that is supported by the White Mountain Apache Tribe's Workforce Investment Act funds to provide training while building tribal housing. Mr. Siquah moved to approve the White Mountain Apache Tribe contract as presented. Mr. Peaches seconded the motion. *The vote was unanimous in the affirmative.*

8.B. – SPASC Report – President Swarthout

Dr. Swarthout informed the Board that SPASC report would be postponed in light of the fact that the strategic planning report was submitted for Board acceptance. Dr. Swarthout reported that work continues on the self study in preparation for the Higher Learning Commission visit in October. Dr. Swarthout added that the September and October Board meetings will probably have to be relocated as the Tiponi Community Center meeting room will be dedicated to the HLC visit and serve as a resource room for HLC team members. Responding to a Board question, Dr. Swarthout explained that during the visit, only HLC team members will have access and use of the meeting room.



8.C. – Human Resources Update – Peggy Belknap

Ms. Belknap reported that Dr. Eric Henderson has accepted the position of Dean of Arts and Sciences. Ms. Belknap reported that the Institutional Research Analyst position has closed and interviews are occurring today. Ms. Belknap added that a committee is currently reviewing applications for the Carl Perkins Grant Manager position. Ms. Belknap reported that the Whiteriver Center Manager position has closed and applications are being reviewed. The Faculty in Nursing position closed last Thursday. Ms. Belknap noted that the Director of Developmental Services position will close May 21, 2009 and the Secretary to the Dean of Nursing and Allied Health will close May 22, 2009.

8.D. – Outstanding Alumnus Award – Susan Olsen

Ms. Olsen presented the May Outstand Alumnus Award to Julie Ann Jackson. Ms. Jackson was a member of the second NPC Nursing Program class and graduated in 1995. Ms. Jackson worked for ten years at what is now Summit Healthcare Regional Medical Center and currently works in the cardiac rehabilitation unit. Ms. Jackson was nominated by former NPC employee Lynda Klingler who met Ms. Jackson after suffering a heart attack in 2006. Ms. Klingler was so impressed by the level of care and Ms. Jackson's professionalism that she decided to nominate her for the Outstanding Alumnus Award. Ms. Jackson was nominated for Nurse of the Year and was runner up to a graduate of the first NPC Nursing class. Ms. Jackson serves her community by teaching lifestyle education classes to local groups and promotes careers in the healthcare field and the NPC Nursing Program. Ms. Jackson received the award, applause, and congratulations from President Swarthout and Chairman Jeffers.

8.E. – Emeritus and Meritorious Service Awards –Peggy Belknap

Ms. Belknap summarized the benefits of Emeritus and Meritorious service which include lifetime attendance to any college function, the ability to serve on committees as an honorary member as well as lifetime tuition waivers. Ms. Belknap recognized Ms. West Rabe, Secretary to the Dean of Nursing and Allied Health at White Mountain Campus. Ms. Rabe has served the college for 29 years and was a member of the 1978 NPC graduating class. Ms. Rabe began her full time employment in January of 1984 and during her employment, served for two years as the employee association president. In retirement, Ms. Rabe plans to catch up on her gardening and to devote time to service organizations. President Swarthout and Chairman Jeffers presented the Meritorious Service Award to Ms. Rabe, congratulated her and thanked her for her service to the college.

Ms. Belknap informed the Board that a second Meritorious Service awardee, Itka Troutman, formerly the Secretary to the Dean of Career and Technical Education, was not able to attend the meeting. Ms. Belknap informed the Board that Ms. Troutman served the college for 25 years.

Ms. Belknap recognized Heidi Fulcher, Dean of Developmental Services, noting that Ms. Fulcher has served the college for 23 years. Ms. Fulcher came to the college as a reading instructor in the basic skills department and during her tenure became a department chair, was instrumental in the restructuring of the department into what would become Developmental Services, was named division coordinator, director, and eventually dean. Ms. Fulcher commented that she is proud to have helped grow the program into one of the largest enrollment departments within the college and is gratified to meet former students that are now working in professional jobs serving the communities Ms. Fulcher has worked in. Ms. Fulcher is seeking a career change and will relocate to Washington state. Dr. Swarthout and Chairman Jeffers presented the Administrator Emeritus Award to Ms. Fulcher, congratulated her and thanked her for her service to the college.

Agenda Item 9: President's Report – President Swarthout

Dr. Swarthout thanked the Board members for their attendance at the spring 2009 NPC Commencement Ceremony and remarked that their presence means a lot to NPC graduates.



Dr. Swarthout informed the Board that Governor Brewer did not file the education stimulus application as expected on May 18th and hopes that it will be filed by the end of the day.

Dr. Swarthout reported that the college is working with statewide WIA boards and other community colleges on the stimulus grant for green jobs. Dr. Swarthout hopes to be able to give a status report to the Board by the end of the week.

Dr. Swarthout reported that she anticipates that an intergovernmental agreement and funding parameters will be in place for the replacement of the Arizona Community College Association and informed that Board that the agreement may be included in the June Board meeting.

Dr. Swarthout informed Board members that she is interested in holding a day long retreat with the Board in September to review the strategic plan for possible changes given the current recession environment. Dr. Swarthout would also like input from Board members on college responses to the budget situation. Dr. Swarthout will forward possible retreat dates to Board members for consideration.

Dr. Swarthout asked Kate Dobler-Allen, representing First Things First, to provide a brief update to the Board. Ms. Dobler-Allen reported that the organization has worked hard over the last month to make sure that contracts are in place so that programs can be funded beginning July 1, 2009 for fiscal year 2010, two of which involve NPC. The first initiative will create a scholarship program to support students working towards a CDA, or a two or four year degree in Early Childhood Education or a related Early Childhood related degree. Ms. Dobler-Allen reported that the baseline amount for the scholarship is \$14,000 and that the council voted to redistribute up to an additional \$10,000 of unused contract funds for a potential scholarship pool of \$24,000. Ms. Dobler-Allen reported that a secondary strategy is being funded and consists of community based training to offer coursework that meets NPC requirements in a format similar to SUCCEEDS to be offered in successive two hour Saturday sessions. Ms. Dobler-Allen reported that First Things First will move forward with NPC to develop infrastructure and designate curriculum and identify associate faculty to teach. Infrastructure building will be funded at \$2,000 for the first year and in fiscal year 2011 additional funds will be made available to cover tuition, course fees as well as transportation and materials costs for faculty. Ms. Dobler-Allen reported that the contracts will go before the State board on June 9th and following that meeting, draft agreements will be forwarded to Vice President Vest.

Agenda Item 10: Board Report/Summary of Current Events

Mr. Siquah reported that the Hopi Junior/Senior High School will participate in a young adult education program that will allow program completers to earn an actual high school diploma. Mr. Siquah added that he hopes diploma recipients will consider continuing their education at NPC's Hopi Center. Mr. Siquah added that kachina dances will be held the upcoming weekend and invited those present to attend.

Ms. Handorf reported that her family will enjoy a houseboat vacation on Lake Powell beginning next weekend.

Chairman Jeffers reported that he received an invitation from the NPC Rodeo Team to attend the National Finals in Wyoming and is pleased that the team had three members qualify for the national championships. Mr. Jeffers expressed his appreciation to staff and administration for their hard work in preparing for graduation. Mr. Jeffers added that the annual NPC Foundation Auction was a classy, professionally run event and that he was glad to see such wide participation by college staff.

Susan Olsen, Silver Creek Campus Manager, announced that the Children's Theatre class will stage a production of The Jungle Book and encouraged those present to attend next Friday.



Agenda Item 11: Announcement of Next Regular Meeting: Tuesday, June 16, 2009, at 11:00 a.m. Mr. Jeffers added that the June meeting will include evaluation of the president's performance in an Executive Session to be scheduled for 8:30 a.m.

Agenda Item 12: Adjournment

The meeting 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



Request to Approve Intergovernmental Agreement with Apache County

Recommendation:

Staff recommends approval of the Intergovernmental Agreements with Apache County.

Summary:

The agreement to provide educational services to Apache County is a continuation of the existing relationship with Apache County. Staff continues to work closely with the Apache County Higher Education Committee and County officials to provide quality services. The cost of program delivery creates no burden on the tax payers of Navajo County.

A copy of the existing IGA is included for comparison to the proposed IGA. Changes are a result of discussions between staff and the Apache County Higher Education Committee with review by legal counsel.

The proposed IGA is for a term of one year, which is expected to allow both parties to make necessary adjustments while addressing State Aid funding and other uncertain economic factors.



Northland Pioneer College

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

INTERGOVERNMENTAL AGREEMENT
NORTHLAND PIONEER COLLEGE PROGRAMS AND SERVICES
IN
APACHE COUNTY

This agreement is entered into on the 1st day of July, 2009 pursuant to A.R.S. §11-951, et seq., between the following public agencies for joint exercise of their powers;

1. Apache County (County)
2. Navajo County Community College (District) a.k.a. Northland Pioneer College.

Authority to carry on the activities included in this agreement is found in the Arizona revised Statutes as follows:

<u>AGENCY</u>	<u>STATUTES</u>
County	A.R.S. §15-1470
District	A.R.S. §15-1470

The purpose of this agreement is to provide community college programs and services in Apache County.

WHEREFORE, the parties agree:

- I. The Title of this agreement is Intergovernmental Agreement, Northland Pioneer College Programs and Services in Apache County.
- II. This agreement shall be filed with the Secretary of State and shall become effective on July 1, 2009, or upon the date it is filed with the Secretary of State, whichever is later unless that date is after July 21, 2009 in which case this agreement is effective July 21, 2009. This agreement shall continue to be binding upon all parties until June 30, 2010 unless terminated as provided in paragraph VII. Amendment may be made only upon execution of written amendment signed by the parties hereto. The parties agree to negotiate in good faith in the future for the provision of post secondary education services in Apache County.
- III. The Apache County Higher Education Committee referenced herein is an appointed advisory committee established by the Apache County Board of Supervisors by separate policy. This advisory committee's responsibilities are inclusive of the duties referenced below.
- IV. The District and the County agree that the County will reimburse the District for educational programs and services; recognizing that the District will receive incremental revenue as a result of providing services to Apache County, which include tuition, fees, contractual fees, operating State Aid, and capital State Aid, in addition to the Apache County Agreement fees to make the District whole. Expenditures by the District on behalf of Apache County are recognized to

include Direct Expenses, which include all expenses in Apache County locations for Apache County educational programs and services; Indirect Expenses, which include incremental costs incurred in providing services to Apache County in the areas of institutional support, such costs will be assessed on an enrollment basis; and Designated Expenses, which include institutional support expenses allocated on a basis other than enrollment.

- A. IGA Funds: For the provision of programs and services during the 2009-2010 academic year unless amended \$550,000.00. This amount will be transferred to the District one half (1/2) (275,000.00) by November 30, 2009 and the balance (\$275,000.00) by May 30, 2010.
 - B. IGA Supplemental Funds: For the 2009-2010 academic year unless amended an additional \$_____ will be used for the purchase of equipment, hardware and software as approved by the Higher Education Committee which will be owned by the County but will be used, operated and maintained by the District pursuant to this agreement in order to provide educational programs and services. Expenditures for operation and maintenance of equipment, hardware and software will be made by the District through the IGA Funds. Any equipment, hardware or software purchased with IGA Supplemental Funds that is intended to provide connectivity to District resources must meet specifications of the District and must be connected to District communication systems to receive maintenance services. The NPC/Apache County Coordinator will manage IGA Supplemental Fund monies through the direction of the Higher Education Committee and the approval of the County. Some portion of the additional _____ may be distributed directly to the District for the provision of additional programming and services but only after recommendation of the Apache County Higher Education Committee and specific approval by the County and the District.
- V. At the end of each fiscal year the parties will conduct an analysis of the programs and services along with associated costs provided under this contract. In February of 2010, the District will provide the County with an estimated analysis of services delivered and costs incurred thus far. Based upon the final analysis of associated costs the parties will adjust, in the subsequent fiscal year, the billings and payments under the agreement so that, as appropriate, the County will be credited for any overpayment under the agreement or the District will be paid for any shortfall in reimbursement for costs.
- VI. Property leased solely for the purposes of this agreement shall be disposed of upon termination or completion but not renewing leases on buildings or property used for this program. Property purchased or owned by either party will remain the property of that party.

- VII. Any other necessary and proper matter for this agreement as follows: This agreement is authority for Northland Pioneer College to provide educational programs and services in Apache County through consultation with the Apache County Higher Education Committee. Either adding or deleting programs, along with additional funding requirements, will be a matter of discussion and mutual agreement between Apache County and Northland Pioneer College originating during needs assessment. Timelines for implementing programs and services changes will be based on the budget calendars of Northland Pioneer College.
- VIII. The District shall offer approved community college credit and/or non-credit courses when facilities, equipment, qualified instructional staff and funds are available, as recommended by the District and Apache County Higher Education Committee. However, the payments described above are only for credit courses as required by A.R.S. §15-1470.
- IX. This agreement may be terminated by either party at the end of any fiscal year by providing written notice of the intent to terminate at least 60 days prior to the end of the fiscal year.
- X. The parties acknowledge the applicability provisions of A.R.S. §38-511 which provides for the cancellation of contracts.
- XI. This contract is subject to the appropriations provisions of A.R.S. §42-303.
- XII. The District agrees to indemnify and hold the County harmless for any liability, cost or expense arising from the provision of services or other actions by the District, its agents or employees arising under this contract. The District agrees to maintain casualty insurance naming the County as an additional insured, providing for replacement of any property which will become the County's upon termination of this agreement. The District agrees to maintain liability insurance in the amount of \$1,000,000.00, naming the County as an additional insured, in order to protect the County from any liability arising from the District providing services under this agreement.
- XIII. The parties hereto agree that in the event of a conflict or dispute between them regarding the interpretation or implementation of this agreement, that they will submit the matter to a qualified mediator to be agreed upon by the parties before filing any action in any court of this state or in federal court.
- XIV. Written notice shall be provided by sending the notice by first class mail to:

For the County:

Apache County Board of Supervisors
P.O. Box 428
St. Johns, Arizona 85936

For the District:

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

IN WITNESS WHEREOF, the parties provide the following resolutions of approval:

Apache County, Arizona

Navajo County Community College District

By: _____
_____, Chairman
Apache County Board of Supervisors

By: _____
Jeanne Swarthout, President
Northland Pioneer College

APPROVED:

By: _____
Attorney for the County

By: _____
Attorney for the District

Date: _____

Date: _____

ATTEST:

By: _____
Delwin Wengert
Clerk, Board of Supervisors

By: _____
Recording Secretary to
Navajo County Community College
District Governing Board

Date: _____

Date: _____

INTERGOVERNMENTAL AGREEMENT
NORTHLAND PIONEER COLLEGE PROGRAMS AND SERVICES
IN
APACHE COUNTY

This agreement is entered into on the 1st day of July, 2007 pursuant to A.R.S. §11-951, et seq., between the following public agencies for joint exercise of their powers;

1. Apache County (County)
2. Navajo County Community College (District) a.k.a. Northland Pioneer College.

Authority to carry on the activities included in this agreement is found in the Arizona revised Statutes as follows:

7

<u>AGENCY</u>	<u>STATUTES</u>
County	A.R.S. §15-1470
District	A.R.S. §15-1470

The purpose of this agreement is to provide community college programs and services in Apache County.

WHEREFORE, the parties agree:

- I. The Title of this agreement is Intergovernmental Agreement, Northland Pioneer College Programs and Services in Apache County.
- II. This agreement shall be filed with the Secretary of State and shall become effective on July 1, 2007, or upon the date it is filed with the Secretary of State, whichever is later unless that date is after July 21, 2007 in which case this agreement is effective July 21, 2007. This agreement shall continue to be binding upon all parties until June 30, 2009 unless terminated as provided in paragraph VII. Amendment may be made only upon execution of written amendment signed by the parties hereto. The parties agree to negotiate in good faith in the future for the provision of post secondary education services in Apache County.
- III. The Apache County Higher Education Committee referenced herein is an appointed advisory committee established by the Apache County Board of Supervisors by separate policy. This advisory committee's responsibilities are inclusive of the duties referenced below.
- IV. The District and the County agree that the County will reimburse the District for educational programs and services; recognizing that the District will receive tuition, fees, operating state Aid, in addition to the Apache County Agreement fees to make the District whole. Expenditures by the District on behalf of Apache County are recognized to include Direct Expenses, which include all expenses in Apache County locations for Apache County educational programs and services;

Indirect Expenses, which include institutional support expenses allocated on an enrollment basis; and Designated Expenses, which include institutional support expenses allocated on a basis other than enrollment.

- A. IGA Funds: For the provision of programs and services during the 2007-2008 academic year and for the 2008-2009 academic years unless amended \$450,000.00. This amount will be transferred to the District one half (1/2) (225,000.00) by November 30, 2007 and the balance (\$225,000) by May 30, 2008. The same dates will apply for the 2008-2009 academic year.
 - B. IGA Supplemental Funds: For the 2007-2008 academic year and for the 2008-2009 academic year unless amended an additional \$118,764.00 will be used for the purchase of equipment, hardware and software as approved by the Higher Education Committee which will be owned by the County but will be used, operated and maintained by the District pursuant to this agreement in order to provide educational programs and services. The NPC/Apache County Coordinator will manage said monies through the direction of the Higher Education Committee and the approval of the County. Some portion of the additional \$118,764.00 may be distributed directly to the District for the provision of additional programming and services but only after recommendation of the Apache County Higher Education Committee and specific approval by the County and the District.
- V. At the end of each fiscal year the parties will conduct a reconciliation of the program provided under this contract. Based upon that reconciliation the parties will adjust, in the subsequent fiscal year, the billings and payments under the agreement so that, as appropriate, the County will be credited for any overpayment under the agreement or the District will be paid for any shortfall in reimbursement for costs.
- VI. Property leased solely for the purposes of this agreement shall be disposed of upon termination or completion but not renewing leases on buildings or property used for this program. Property purchased or owned by either party will remain the property of that party.
- VII. Any other necessary and proper matter for this agreement as follows: This agreement is authority for Northland Pioneer College to provide educational programs and services in Apache County through consultation with the Apache County Higher Education Committee. Either adding or deleting programs, along with additional funding requirements, will be a matter of discussion and mutual agreement between Apache County and Northland Pioneer College originating during needs assessment.

- VIII. The District shall offer approved community college credit and/or non-credit courses when facilities, equipment, qualified instructional staff and funds are available, as recommended by the District and Apache County Higher Education Committee. However, the payments described above are only for credit courses as required by A.R.S. §15-1470.
- IX. This agreement may be terminated by either party at the end of any fiscal year by providing written notice of the intent to terminate at least 60 days prior to the end of the fiscal year.
- X. The parties acknowledge the applicability provisions of A.R.S. §38-511 which provides for the cancellation of contracts.
- XI. This contract is subject to the appropriations provisions of A.R.S. §42-303.
- XII. The District agrees to indemnify and hold the County harmless for any liability, cost or expense arising from the provision of services or other actions by the District, its agents or employees arising under this contract. The District agrees to maintain casualty insurance naming the County as an additional insured, providing for replacement of any property which will become the County's upon termination of this agreement. The District agrees to maintain liability insurance in the amount of \$1,000,000.00, naming the County as an additional insured, in order to protect the County from any liability arising from the District providing services under this agreement.
- XIII. The parties hereto agree that in the event of a conflict or dispute between them regarding the interpretation or implementation of this agreement, that they will submit the matter to a qualified mediator to be agreed upon by the parties before filing any action in any court of this state or in federal court.
- XIV. Written notice shall be provided by sending the notice by first class mail to:

For the County:

Apache County Board of Supervisors
P.O. Box 428
St. Johns, Arizona 85936

For the District:

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

Request to Approve Intergovernmental Agreements with NAVIT

Recommendation:

Staff recommends approval of the Intergovernmental Agreements with NAVIT.

Summary:

The agreement to provide a variety of educational courses to NAVIT on College facilities is a continuation of the existing arrangement with NAVIT. Staff continues to work closely with NAVIT administration to provide quality programs. The cost of program delivery is equally divided between the College and NAVIT.

The agreement to provide dual enrollment courses on a high school facility is a template in the same form as all dual enrollment agreements. This agreement includes vocational courses that College has determined may be counted toward both high school and college graduation requirements at high school facilities during the school day.



Northland Pioneer College

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

INTERGOVERNMENTAL AGREEMENT
by and between
NAVIT
and
Northland Pioneer College
for
Provision of Joint Technological Education Courses
at College Location

This Intergovernmental Agreement (“Agreement”) is entered into as of the ___ day of _____, 2009, by and between the Northern Arizona Vocational Institute of Technology (NAVIT) (hereinafter known as “JTED”) and Navajo County Community College District, also known as Northland Pioneer College (hereinafter known as “College”) for the joint exercise of powers pursuant to A.R.S. §11-952 *et seq.*, A.R.S. §15-393(K) and A.R.S. §15-1544(E);

WHEREAS, the parties are authorized to enter into this Agreement pursuant to A.R.S. §11-952 and A.R.S. §15-393(K) and A.R.S. §15-1544(E);

WHEREAS, the parties want to provide joint technological education courses (“JTE Courses”), as defined in Section 4(E) below, at the College’s location in Navajo County, and to operate under a central model;

NOW THEREFORE, in consideration of the mutual agreements set forth, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which JTED will provide JTE Courses which meet the criteria provided in A.R.S. §15-391(3).

2. Term

This Agreement shall commence and be effective on July 1, 2009, and shall be for a period of five (5) years, but not to exceed five (5) years, with annual review and possible revision, unless terminated by either party as provided for in this Agreement. Payment, performance and obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.

3. Termination

This Agreement may be terminated by either party upon written notice to the other parties given no later than thirty (30) days before the end of the semester. Said termination shall not become effective until the end of the current semester in which notice is given. Termination of this Agreement shall be consistent with the provisions of A.R.S. §15-395.01. All property purchased by a party under this Agreement shall remain the property of that party and shall be

returned to that party by the other party when no longer in use or upon termination, whichever is sooner.

4. Requirements under A.R.S. §15-393(L)

A. Financial Provisions and Format for Billing. See Exhibit A.

(1) The services provided by the parties shall be proportionally calculated in the cost of delivering the service.

(2) Payment for services shall not exceed the cost of the services provided.

(3) Payment obligations of JTED under this Agreement are conditioned upon receipt of funds from the State of Arizona. The obligations of College are conditioned upon the availability of funds appropriated or allocated by the governing body of College.

B. Accountability Provisions. The parties agree to cooperate as appropriate to ensure compliance of both parties with required student testing schedules and procedures, reporting, and other requirements of applicable state and federal law concerning accountability in educational programs. JTED may request an audit or accounting of expenditures by College related to joint technological education programs.

C. Responsibilities.

(1) Responsibilities of JTED.

a. JTED will manage and control the joint technological education district.

b. JTED will be responsible for the content and quality of JTE Courses offered under this Agreement as JTE courses, and shall ensure that such courses meet the standards and outcomes expected of a college course under the criteria of ARS 15-1821.01.

c. JTED will review with the College the standard for the quality of the teachers who instruct JTE Courses and ensure that each such teacher meets the College's requirements for teaching College courses.

d. JTED and College have agreed that all teachers are employees of the College and JTED may reimburse College for a portion of the salary of any teacher instructing a JTE Course.

e. On or before December 31 of each year, JTED shall submit a detailed report to the Career and Technical Education Division of the Department of Education pursuant to A.R.S. §15-393(M).

f. JTED will upload student attendance reports into ADE SAIS system, subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g, *et seq.*

(2) Responsibilities of College.

a. Attendance data must be reported at least every week (7) days by the College to JTED.

b. College will provide a cost analysis and course JTED eligibility documents for each potential JTED class by March 1 of each year.

c. If College is offering Distance Learning CTE class opportunities, see Exhibit B.

d. College will provide necessary facilities, equipment, supplies, maintenance, property and liability insurance to conduct the JTED courses as agreed upon between College and JTED.

e. JTED and College will create a budget.

f. College will provide a proposed new year course budget no later than June 30 of each school year or as budget allocations are available, and a final detailed current year budget with narrative and expenditures using JTED CTE Final Report Form by June 20 of each school year.

g. College will comply with all safety procedures in order to meet applicable State and Federal regulations.

h. College will cooperate with JTED to provide JTED with timely information for purposes of the report required by A.R.S. §15-393(m).

i. The College will be responsible for ensuring quality and that courses meet the rigors and outcomes expected of a college course meeting the criteria of ARS 15-1821.01.

j. The College will ensure that all instructors meet the standards of the college and that all students enrolled in these courses meet the College’s enrollment criteria and the criteria of ARS 15-1821 and 15-1821-01.

k. The College is responsible for complying with all dual enrollment reporting required by the state.

l. The College is responsible for quality and assurance measures such as course monitoring, special training for faculty and participation in department meetings and curriculum development.

m. All College courses offered through this IGA must be approved by the Navajo County Community College District Governing Board to ensure the quality of courses and compliance with all state statutes.

D. **Type of Instruction.** All new College courses must be submitted for approval by October 1 of each school year and approved by the JTED Governing Board. The list of approved courses, type of instruction, the quality and content of each course, shall be attached hereto as Exhibit C. All classes that may generate funding must meet the criteria for programs as required by law. All College teachers are required to follow these criteria.

E. **Quality of Instruction.** “Joint technological education course” shall mean a course which meets the following criteria identified in A.R.S. §15-391(3) and all community college criteria:

(1) The course is designed to directly lead a student toward a specific career, vocation or industry.

(2) The course is taught by an instructor who is certified to teach career and technical education by the State Board of Education or by a postsecondary educational institution.

(3) The course requires specialized equipment or specialized instruction materials above and beyond the scope and cost of a standard educational course.

(4) The course is designed to lead the student toward certification that is accepted by a vocation or industry as a demonstration of skill or competency in that vocation or industry.

(5) The course is part of a program that requires students to obtain a passing score on an examination that demonstrates a level of skill or competency for that program of study that is accepted by a vocation or an industry.

(6) The course meets the standards of a career preparatory vocational program as determined by the career and technical education division of the Department of Education.

(7) The course is certified by the JTED Governing Board as having met all the requirements of this Paragraph (2).

(8) The course is approved by the Career and Technical Education Division of the Department of Education base on requirements prescribed in this Paragraph 2 within 120 days after the submission of all required documentation.

(9) The course is only offered to students in grades 9 through 12 inclusive.

F. Enrollment.

- (1) JTED will coordinate enrollment and registration with the staff of College.
- (2) College and JTED must approve all enrollments, verifying student eligibility in classes approved by the JTED Governing Board and the College Governing Board.
- (3) College will provide registration and attendance information for JTED students in approved courses consistent with State guidelines and subject to the requirements of FERPA.
- (4) Pursuant to A.R.S. §15-393H, the JTED may collect tuition for adult students and the attendance of pupils who are residents of school districts that are not participating in the joint district. However, the JTED and College have arranged and agree that tuition for courses taught pursuant to this Agreement shall be paid by the student and College shall directly collect such tuition under arrangements between the College and the student.
- (5) College and JTED will cooperate to ensure that students enrolled pursuant to this Agreement comply with all requirements under Proposition 300 as adopted by the College.
- (6) For purposes of this Agreement, a “student” is defined as any person enrolled in the joint district without regard to the person’s age or high school graduation status. Adults and post-secondary students may enroll in College programs subject to College’s policy.

G. Transportation Services. Under this Agreement, transportation is not an issue and the College and the JTED have made no arrangements for such.

H. Review. This Intergovernmental Agreement and any addendums shall be submitted by the JTED to the Joint Legislative Budget Committee for review.

5. Cancellation for Conflict of Interest

Pursuant to A.R.S. §38-511, either party to this Agreement may, within three (3) years after the execution of this Agreement, cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

6. Non-discrimination

The parties shall comply with Executive Order 99-4 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

7. Insurance

College and JTED each represent and warrant to the other that it shall at all times retain insurance coverage in compliance with State laws and shall name the other party as an additional insured.

8. Employees

An employee of any party to this Agreement who works under the jurisdiction or control of or within the jurisdictional boundaries of another party to this Agreement pursuant to this Agreement is deemed to be an employee of both public agencies for the purposes of Arizona workers' compensation law, and A.R.S. §23-1022. The primary employer shall be solely liable for the payment of workers' compensation benefits.

9. Mutual Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other parties (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

10. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona. Unless otherwise stated in this Agreement, JTED shall operate under the provisions of A.R.S. Title 15, Ch. 3, Art. 6 (§§15- 391 through 15-396), as amended.

11. Mediation

Neither party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a party for representation by an attorney at the mediations, if such representation is desired.

12. Notice

Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid, to:

JTED

Matt Weber, Superintendent
NAVIT
P.O. Box 2110
1611 South Main Street
Snowflake, AZ 85937
Fax: 928.536.7287

COLLEGE

Jeanne Swarthout, President
Northland Pioneer College
P. O. Box 610
Holbrook, AZ 85937
Fax: 928.524.7419

13. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. This Agreement is effective as of the date first written above.

14. 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the parties sign this Agreement:

NORTHERN ARIZONA VOCATIONAL INSTITUTE OF TECHNOLOGY (NAVIT)

By: _____

Title: _____

Dated this ____ day of _____, 2009, upon resolution of the JTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

NORTHERN ARIZONA VOCATIONAL INSTITUTE OF TECHNOLOGY (NAVIT)

By: _____

Title: Superintendent

Attorney approval:

This Agreement 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 the State of Arizona to the JTED Governing Board.

By: _____

Legal Counsel for JTED

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Dated this ____ day of _____, 2009, upon resolution of the District Governing Board of the Navajo County Community College District, approving this Agreement and authorizing its President to sign below:

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

By: _____

Title: President

This Agreement 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 the State of Arizona to the Governing Board of Navajo County Community College District.

By: _____

Legal Counsel for the Navajo County Community College District

Exhibit A

Funding

Itemize the services to be provided and the amounts to be allocated for funding of that service, indicating the amount the JTED will contribute to the course and the amount of support required by the College. Itemized services and expenses may include but are not limited to teacher salaries, teacher certification, curriculum, facility usage, utilities, custodial care, and course supplies and equipment.

Exhibit B

Distance Learning CTE Courses

Any College participating in Distance Learning CTE Classes utilizing the JTED Video Conferencing Distance Learning (VCDL) network will present the VCDL course to the JTED to accept as an approved site course, participate in JTED training to acquire usage procedures and instructional strategies, provide appropriate classroom environment and staff, and complete all necessary ADE forms in order for the class enrollment to be reported by the College to JTED.

Exhibit C

Type of Instruction

List the program offered and the courses associated with each program. For each course, list the name of the course offered, a description of the course, the days of the week and times the course will be offered, the credit hours earned for completion of the course, and the name of the instructor of the course.

Exhibit D

Transportation

List any special transportation provisions negotiated by JTED and College.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
NORTHERN ARIZONA VOCATIONAL INSTITUTE OF TECHNOLOGY**

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2009 between Navajo County Community College District, (“College”), and the Northern Arizona Vocational Institute of Technology (“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(F), § 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, 2009 (“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(b), and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901(c), in a school in School District; except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.
- C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.
- D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.
- E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 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:

Matt Weber, Superintendent
NAVIT
P.O. Box 2110
1611 South Main Street
Snowflake, AZ 85937
Fax: 928.536.7287

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____ 2009.

COLLEGE

SCHOOL DISTRICT

By: Jeanne Swarouth, Ph. D., President

By: Matt Weber, 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

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.
Media fee: \$35 per student per semester.

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

NAVIT is 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.

6. FULL TIME STUDENT EQUIVALENT

Amount College received in FTSE in prior academic year	<u>\$3,921,411</u>
Portion of that FTSE distributed to School District	<u>Less than 1%</u>
Amount School District returned to College	<u>0</u>

EXHIBIT B

**TYPE OF INSTRUCTION
DUAL ENROLLMENT COURSES**

COURSES AND CREDITS

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

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

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

COURSE	TITLE	CREDITS	SEMESTER	INSTRUCTOR
--------	-------	---------	----------	------------

Request to Approve New Mexico-Arizona Tuition Reciprocity Agreement

Recommendation:

Staff recommends approval of the Intergovernmental Agreement for New Mexico-Arizona Tuition Reciprocity.

Summary:

The agreement to provide tuition reciprocity for students coming to Northland Pioneer College from New Mexico is a continuation of the existing relationship between higher education institutions in Arizona and New Mexico. The renewal of the tuition reciprocity agreement will continue the current agreement through 2012 with an option to renew for an additional two years. The agreement provides a specific number of students, primarily from adjacent New Mexico counties, resident tuition at Northland Pioneer College.



Northland Pioneer College

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

NEW MEXICO – ARIZONA TUITION RECIPROCITY AGREEMENT

THIS AGREEMENT is made by and between the New Mexico Higher Education Department (hereinafter referred to as NMHED), an “agency” of the State of New Mexico and the following Community College districts hereinafter referred to as “Districts”: Cochise College, Eastern Arizona College, Northland Pioneer College, Pima Community College, and Central Arizona College. The purpose of this Agreement is to establish a tuition reciprocity program, hereinafter referred to as the “Program”, to enable selected students from the State of New Mexico to enroll at designated institutions of higher education in the State of Arizona with authorization to pay Arizona resident tuition rates, and to enable an equal number of selected students from the State of Arizona to enroll at selected institutions in New Mexico with authorization to pay New Mexico resident tuition rates.

STATEMENT OF PURPOSE

In order to improve educational opportunities for the students of their respective states, the NMHED and the Districts have identified circumstances in which undergraduate students from each state would have authorization to pay resident undergraduate tuition rates.

The NMHED is authorized to enter into this Agreement pursuant to Section 21-1-6, NMSA, 1978, and the Districts are authorized to enter into this Agreement pursuant to A.R.S. Sections 15-1445 and 11-952.

AGREEMENT

In consideration of the mutual promises contained herein, NMHED and the Districts agree as follows:

1. The term of this Agreement shall commence on July 1, 2009 and will terminate on June 30, 2012, with the opportunity to reauthorize the Agreement for an additional two years pending NMHED and the Districts’ approval. A performance review by NMHED and the Districts shall be conducted annually. Either party may terminate the Agreement at any time, provided that at least ninety (90) days prior notice is given.
 - a. In the event that either NMHED or the Districts decide to downsize or terminate this Agreement, both agencies will ensure that students already in this Program would be allowed to continue in the Program for a reasonable time in order to complete their program of studies or degree.
2. In the State of New Mexico, Western New Mexico University and Eastern New Mexico University shall be designated to participate in this Agreement.
3. In the State of Arizona, the community college districts designated to participate in this Agreement are: Cochise College, Eastern Arizona College, Northland Pioneer College, Pima Community College, and Central Arizona College.
4. Students participating in the Program from the State of Arizona, who are admitted to enroll as undergraduates at Western New Mexico University or Eastern New Mexico University in the State of New Mexico, in accordance with the requirements of Western New Mexico University, Eastern New Mexico University and NMHED, will have the right to the resident undergraduate tuition rate of the institution.
 - a. Students participating in the Program from the State of New Mexico, who are admitted to enroll at a participating community college district in the State of Arizona, in accordance with the requirements of their chosen Arizona community college district, will have the right to the resident undergraduate tuition rate of the institution.

5. New Mexico residents who reside in Grant, Hidalgo, and Luna counties will be given preference for participation in the Program by the Arizona institutions.
6. Arizona residents who have previously attended Cochise College, Eastern Arizona College, Northland Pioneer College, Pima Community College, or Central Arizona College will be given preference for participation in the Program by Western New Mexico University and Eastern New Mexico University.
7. In order to participate in the Program, the New Mexico residents admitted to enroll at Arizona institutions of higher education must meet the criteria established by NMHED and the Districts.
8. Students participating in the Program may not begin to establish residency for in-state tuition purposes until discontinuing from the Program.
9. In order to participate in the Program, the Arizona residents admitted to attend Western New Mexico University and Eastern New Mexico University must be undergraduates who meet the criteria established by NMHED and the Districts.
10. The number of students exchanged between the two states shall be equal. NMHED and the Districts shall agree on a maximum number of students to be exchanged. During the period of this Agreement, the State of New Mexico and the State of Arizona will each accept two hundred (200) full-time equivalent (FTE) students. An FTE shall mean enrollment of thirty (30) semester hours or forty-five (45) quarter hours of credit during the academic year and preceding summer. The following FTE allocation of available slots will apply to the Districts:

<u>District</u>	<u>FTE</u>
1. Cochise College	35
2. Eastern Arizona College	73
3. Northland Pioneer College	17
4. Pima Community College	50
5. Central Arizona College	<u>25</u>
Total	200

The Districts will have the authority to reallocate slots if one or more Districts do not utilize their allocated slots; however, the total may not exceed 200 FTEs.

11. NMHED and the Districts will fulfill the following requirements:
 - a. determine the eligibility and selection criteria to be used in determining which undergraduate persons/students living in its own state may participate in the Program;
 - b. develop the eligibility criteria to be used in determining which undergraduate persons living in the other state may participate in the Program;
 - c. inform each other of the Program requirements and criteria developed by each state in a timely manner;
 - d. refrain from discrimination on the basis of race, sex, national origin, religion, age, or handicap in the administration of the Program;
 - e. designate an official from each participating higher education institution with the responsibility to:

- f. accurately evaluate students' eligibility for the Program;
- g. limit the number of participants to the level specified in Section 10 of this Agreement;
- h. charge the selected participants the resident/in-state tuition rate;
- i. maintain records of the Program at their higher education institution; and
- j. provide to their state coordinating body, the NMHED or the Districts, the following information on or before December 1 of each year:
 - 1. name, social security number, and permanent mailing address of each student participant for each academic period;
 - 2. program of study and degree objective of each student participant;
 - 3. number of hours attempted each academic period by each student participant;
 - 4. number of hours completed by academic period by each student participant; and
 - 5. the cumulative grade point average for each student participant.

12. No money shall be exchanged between the State of New Mexico and the State of Arizona for the waiver of the non-resident tuition differential.

- a. Each party shall be responsible for budgeting, obtaining and managing any funds required to perform its duties and obligations under this Agreement. Each party agrees to budget for and take such other action as is required to carry out its duties and obligations under this Agreement.

13. This Agreement may be cancelled pursuant to A.R.S. Section 38-511, the pertinent provisions that are incorporated by reference.

14. NMHED and the Districts will cooperate to the greatest extent possible for the effective operation of the Program.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the _____ day of _____ 2009.

New Mexico Higher Education Department

By: _____
Peter White, Cabinet Secretary

Arizona Community College Districts

By: _____
Kevin Butler, Vice President
Cochise College

By: _____
Mark Bryce, President
Eastern Arizona College

By: _____
Jeanne Swarthout, President
Northland Pioneer College

By: _____
Roy Flores, Chancellor
Pima Community Colleges

By: _____
Dennis Jenkins, President
Central Arizona College

Request to Approve Intergovernmental Agreement Establishing the Arizona Community College Presidents' Council

Recommendation:

Staff recommends the approval of the Intergovernmental Agreement establishing the Arizona Community College Presidents' Council and the payment of annual dues of no more than \$3,000.

Summary:

The IGA has been reviewed by NPC's attorney on behalf of NPC, Coconino, Mohave and Yavapai colleges. The IGA provides an organization through which the community college districts can aggregate data for reports, have a lobby presence at the Capital and advocate for community colleges.



Northland Pioneer College

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

**Intergovernmental Agreement
for the Formation of the Arizona Community College Presidents' Council**

This Intergovernmental Agreement ("Agreement") is entered into among the following Arizona community college districts (collectively, "Parties"): Cochise County Community College District, Coconino County Community College District, Graham County Community College District, Maricopa County Community College District, Mohave County Community College District, Navajo County Community College District, Pima County Community College District, Pinal County Community College District, Yavapai County Community College District, and Yuma/La Paz Counties Community College District.

BACKGROUND

- A. The Parties are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952 *et seq.* and 15-1444-B-4.
- B. The Parties desire to collaborate so that they may comply with various reporting obligations as required under Arizona law and advocate on behalf of Arizona community colleges.

AGREEMENT

In consideration of the mutual agreements set forth, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the Arizona Community College Presidents' Council ("ACCPC"). The ACCPC will not be a separate legal entity, but will operate as an affiliation of the Parties with one Party serving as a fiscal agent for the ACCPC's activities. The mission of the ACCPC will be to create an affiliation of the chief executive officers of each of the Parties to carry out the statutory requirements of A.R.S. §§15-1444 *et seq.*, and particularly those under A.R.S. §15-1445 that must be exercised jointly among all community colleges in Arizona, such as the filing of certain reports. This Agreement will also provide a forum for activities that the Parties undertake on behalf of strengthening the community college system within the State.

2. Term. This Agreement will commence and be effective on July 1, 2009 ("Commencement Date"). It will continue indefinitely until it terminates as specified in Paragraph 3. The Maricopa County Community College District will be responsible for filing the fully signed Agreement with the Secretary of State's Office.

3. Withdrawal; Termination.

3.1 Any Party may withdraw its participation in this Agreement upon written notice to the other Parties given no later than 180 days prior to any anniversary of the Commencement Date. A timely withdrawal will not become effective until the anniversary date after which notice is given. The remaining Parties will modify this Agreement through a written amendment under Paragraph 9 to reflect any withdrawal.

3.2 This Agreement will terminate:

3.2.1 Automatically on June 30 if its membership as of the following July 1 will be fewer than one-half of the community college districts established within the State; or

3.2.2 On the date that all the Parties agree in writing that it will terminate.

Since the Parties will not be jointly purchasing any property under this Agreement, there will no property disposition issues on the termination or expiration of this Agreement.

4. **Duties and Activities of the ACCPC.** The duties of the ACCPC will include activities that are mandated by law, as well as activities that the ACCPC undertakes that are authorized by law, including:

4.1 Lobbying and conducting similar government relations activities on behalf of the Parties within legally-established boundaries;

4.2 Performing research on academic and related topics for the benefit of the Parties, including but not limited to developmental education, student success, and faculty development;

4.3 Conducting public policy analysis for the Parties on statewide community college issues, including but not limited to governance, funding, dual enrollment, P-20, transfer and articulation, accountability and performance measures; and

4.4 Representing the interests of the Parties before the Arizona Community College Council.

5. **Fiscal Matters.**

5.1 The Parties will appoint one Party as the fiscal agent of the ACCPC ("Fiscal Agent"). The policies and procedures of the Fiscal Agent will apply to the administrative matters of the ACCPC, such as requisitioning and competitive procurement requirements. The Fiscal Agent will provide administrative support, including services, facilities and use of equipment, for the activities of the ACCPC.

5.2 The Parties will pay, on a proportional basis based on the number of full-time students, all expenses of the ACCPC. Those expenses include the standard administrative costs of the Fiscal Agent along with any special expenses, such as contractual professional services, that the Parties authorize on behalf of ACCPC activities.

5.3 The ACCPC will operate on a July 1 through to June 30 fiscal year. By no later than March 30 of each year, the Fiscal Agent will provide the other Parties with an estimated budget for operating expenses for the next fiscal year. If the Parties authorize any non-standard expenses for the succeeding fiscal year, such as for contractual services, the Fiscal Agent will include an estimate of that cost into the budget. Based on the proportions determined under Paragraph 5.2, each Party will forward to the Fiscal Agent by no later than May 30 its proportional share of funds to cover the estimated expenses budgeted for the next fiscal year.

5.4 If during a fiscal year the Parties determine to authorize an expense that was not budgeted and the Fiscal Agent determines that the existing funds in the ACCPA account may not cover it, each Party will provide its proportional share of the additional funds that the Fiscal Agent determines are needed. The Fiscal Agent will not incur the expense until all Parties have paid their proportion in advance, unless unique circumstances dictate otherwise.

5.5 The Fiscal Agent will roll over to the next fiscal year any funds that remain in the ACCPC account from the prior fiscal year unless the Parties determine that the Fiscal Agent should return those funds to them.

5.6 If a Party withdraws from this Agreement under Paragraph 3.1, it is entitled to that proportional share of any fund balance in the ACCPC account as of June 30 subsequent to payment of all ACCPC expenses for the fiscal year then ending. If the ACCPC account is insufficient on June 30 to cover the fiscal year expenses, the withdrawing Party will provide the Fiscal Agent that Party's proportional share of the funds necessary to cover those expenses.

5.7 If this Agreement terminates under Paragraph 3.2, each Party is entitled to that proportional share of any fund balance in the ACCPC account as of the date that the termination is effective subsequent to payment of all ACCPC expenses incurred to date. If the ACCPC account is

insufficient on the date of termination to cover the expenses that the Fiscal Agent has incurred on behalf of ACCPC, each Party will provide the Fiscal Agent that Party's proportional share of the funds necessary to cover those expenses.

6. Non-discrimination. The Parties will comply with Executive Order 99-4 and all other applicable State and Federal employment laws, rules and regulations mandating that all persons will have equal access to employment opportunities, and that no person will be discriminated against due to race, creed, color, religion, sex, national origin or disability.

7. Indemnification. Each Party agrees to be responsible for the conduct of its separate operations and performance of any separate obligations relating to this Agreement and for any injuries or death to persons, or damage to property, arising out of acts or omissions of its officers, agents or employees acting in the course and scope of their position, agency or employment while they are performing those separate operations and obligations. This indemnification provision shall survive termination of this Agreement.

8. Applicable Law. This Agreement will be governed and interpreted by the laws of the State of Arizona.

9. Amendment. The Parties may revise this Agreement through a written amendment signed by an authorized representative of each Party.

10. Notice. Any notice required or permitted under the terms of this Agreement will be deemed given if sent by certified mail, return receipt requested, postage prepaid, to the position titles at the addresses listed on Exhibit A to this Agreement, which is incorporated into this Agreement by this reference.

11. Iran/Sudan Interests. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the Parties certify that they do not have a scrutinized business operation in either Sudan or Iran. The Parties further certify that no subcontractors hired by them to carry out the duties of this Agreement shall have a scrutinized business operation in either Sudan or Iran.

12. 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 in this Agreement shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

13. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

14. Cancellation. A Party may cancel this Agreement under Arizona Revised Statutes §38-511 for a violation of that statute. This notice complies with the requirements of that statute.

15. Legal Workers. As mandated by Arizona Revised Statutes § 41-4401, each Party acknowledges the requirement to comply with Arizona Revised Statutes §23-214-A regarding employee verification.

16. Savings/Integration. The invalidity, illegality or unenforceability of any provision under this Agreement shall not affect any other provision. All prior agreements of the Parties concerning the ACCPA are superseded by this Agreement, which is the entire agreement between the Parties on this subject.

17. Unavailability of Funds. A Party may terminate its participation in this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. The Party shall give the other Parties prompt written notice after it knows that funding will not be available.

18. Counterparts. Each Party may sign this Agreement in counterparts. Each such signature page shall be deemed an original and shall constitute one and the same instrument when all ten Parties have signed.

COCHISE COUNTY COMMUNITY COLLEGE DISTRICT dba Cochise College

By: _____
Dr. Karen Nicodemus, President

Date: _____

ATTORNEY'S ATTESTATION: The undersigned attorney acknowledges that: (1) he/she has reviewed the attached Agreement pursuant to Arizona Revised Statutes §11-952-D, which is an agreement between public agencies; and, (2) as to her/her client only, the attorney has determined that this Agreement is in proper form and is within her/her client's powers and authority granted under the laws of the State of Arizona.

By: _____

COCONINO COUNTY COMMUNITY COLLEGE DISTRICT, dba Coconino Community College

By: _____
Dr. Leah L. Bornstein, President

Date: _____

ATTORNEY'S ATTESTATION: The undersigned attorney acknowledges that: (1) he/she has reviewed the attached Agreement pursuant to Arizona Revised Statutes §11-952-D, which is an agreement between public agencies; and, (2) as to her/her client only, the attorney has determined that this Agreement is in proper form and is within her/her client's powers and authority granted under the laws of the State of Arizona.

By: _____

GRAHAM COUNTY COMMUNITY COLLEGE DISTRICT dba Eastern Arizona College

By: _____
Mark Bryce, J.D., President

Date: _____

ATTORNEY'S ATTESTATION: The undersigned attorney acknowledges that: (1) he/she has reviewed the attached Agreement pursuant to Arizona Revised Statutes §11-952-D, which is an agreement between public agencies; and, (2) as to her/her client only, the attorney has determined that this Agreement is in proper form and is within her/her client's powers and authority granted under the laws of the State of Arizona.

By: _____

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT dba Maricopa Community Colleges

By: _____
Dr. Rufus Glasper, Chancellor

By: _____
Margaret E. McConnell
Assistant General Counsel

Date: _____

Date: _____

ATTORNEY'S ATTESTATION: The undersigned attorney acknowledges that: (1) he/she has reviewed the attached Agreement pursuant to Arizona Revised Statutes §11-952-D, which is an agreement between public agencies; and, (2) as to her/her client only, the attorney has determined that this Agreement is in proper form and is within her/her client's powers and authority granted under the laws of the State of Arizona.

MOHAVE COUNTY COMMUNITY COLLEGE DISTRICT dba Mohave Community College

By: _____
Dr. Michael Kearns, President

Date: _____

ATTORNEY'S ATTESTATION: The undersigned attorney acknowledges that: (1) he/she has reviewed the attached Agreement pursuant to Arizona Revised Statutes §11-952-D, which is an agreement between public agencies; and, (2) as to her/her client only, the attorney has determined that this Agreement is in proper form and is within her/her client's powers and authority granted under the laws of the State of Arizona.

By: _____

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT dba Northland Pioneer College

By: _____
Dr. Jeanne Swarthout, President

Date: _____

ATTORNEY'S ATTESTATION: The undersigned attorney acknowledges that: (1) he/she has reviewed the attached Agreement pursuant to Arizona Revised Statutes §11-952-D, which is an agreement between public agencies; and, (2) as to her/her client only, the attorney has determined that this Agreement is in proper form and is within her/her client's powers and authority granted under the laws of the State of Arizona.

By: _____

PIMA COUNTY COMMUNITY COLLEGE DISTRICT dba Pima Community College

By: _____
Dr. Roy Flores, Chancellor

Date: _____

ATTORNEY'S ATTESTATION: *The undersigned attorney acknowledges that: (1) he/she has reviewed the attached Agreement pursuant to Arizona Revised Statutes §11-95-D, which is an agreement between public agencies; and, (2) as to her/her client only, the attorney has determined that this Agreement is in proper form and is within her/her client's powers and authority granted under the laws of the State of Arizona.*

By: _____

PINAL COUNTY COMMUNITY COLLEGE DISTRICT dba Central Arizona College

By: _____
Dennis Jenkins, President

Date: _____

ATTORNEY'S ATTESTATION: *The undersigned attorney acknowledges that: (1) he/she has reviewed the attached Agreement pursuant to Arizona Revised Statutes §11-951-D, which is an agreement between public agencies; and, (2) as to her/her client only, the attorney has determined that this Agreement is in proper form and is within her/her client's powers and authority granted under the laws of the State of Arizona.*

By: _____

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT dba Yavapai College

By: _____
Dr. James Horton, President

Date: _____

ATTORNEY'S ATTESTATION: *The undersigned attorney acknowledges that: (1) he/she has reviewed the attached Agreement pursuant to Arizona Revised Statutes §11-951-D, which is an agreement between public agencies; and, (2) as to her/her client only, the attorney has determined that this Agreement is in proper form and is within her/her client's powers and authority granted under the laws of the State of Arizona.*

By: _____

YUMA/LA PAZ COUNTIES COMMUNITY COLLEGE DISTRICT dba Arizona Western College

By: _____
Dr. Don Schoening, President

Date: _____

***ATTORNEY'S ATTESTATION:** The undersigned attorney acknowledges that: (1) he/she has reviewed the attached Agreement pursuant to Arizona Revised Statutes §11-951-D, which is an agreement between public agencies; and, (2) as to her/her client only, the attorney has determined that this Agreement is in proper form and is within her/her client's powers and authority granted under the laws of the State of Arizona.*

By: _____

EXHIBIT A - ARIZONA COMMUNITY COLLEGE CEOS

DISTRICT	CEO
Cochise Community College District <i>Cochise College</i>	Dr. Karen Nicodemus, President 901 N. Colombo Sierra Vista, AZ 85635 Phone: 520.515.5498 email: nicodemu@cochise.edu
Coconino Community College District Coconino Community College	Dr. Leah L. Bornstein, President 2800 South Lone Tree Road Flagstaff, AZ 86001 Phone: 928.226.4217 email: leah.bornstein@coconino.edu
Graham Community College District Eastern Arizona College	Mark Bryce, J.D., President 615 North Stadium Avenue Thatcher, AZ 85552 Phone: 928.428.8231 email: mark.bryce@eac.edu
Maricopa Community College District <i>Maricopa Community Colleges</i>	Dr. Rufus Glasper, Chancellor 2411 W. 14 th Street Tempe, Arizona 85281 Phone: 480.731.8120 email: r.glasper@domail.maricopa.edu
Mohave Community College District Mohave Community College	Dr. Michael Kearns, President 1971 Jagerson Avenue Kingman, AZ 86401 Phone: 928.757.0801 email: mkearns@mohave.edu
Navajo Community College District <i>Northland Pioneer College</i>	Dr. Jeanne Swarthout, President P.O. Box 610 Holbrook, AZ 86025 Phone: 928.524.7613 email: jeanne.swarthout@npc.edu
Pima Community College District <i>Pima Community College</i>	Dr. Roy Flores, Chancellor 4905-C E. Broadway Blvd. Tucson, AZ 85709-1005 Phone: 520.206.4990 email: roy.flores@pima.edu
Pinal Community College District Central Arizona College	Mr. Dennis Jenkins, President 8470 N. Overfield Road Coolidge, AZ 85228 Phone: 520.426.4200 email: dennis.jenkins@centralaz.edu
Yavapai Community College District <i>Yavapai College</i>	Dr. James Horton, President 1100 E. Sheldon Street Prescott, AZ 86301 Phone: 928.776.2024 email: james.horton@yc.edu
Yuma/La Paz Community College District <i>Arizona Western College</i>	Dr. Don Schoening, President 2020 S. Avenue 8 E P.O. Box 929 Yuma, AZ 85366 Phone: 928.344.7500 email: don.schoening@azwestern.edu

Request to Approve Grantee Agreement

Recommendation:

Staff recommends approval of the Grantee Agreement between the Navajo/Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board and Northland Pioneer College.

Summary:

The agreement designates an Early Childhood Development Program staff from Northland Pioneer College to provide the following infrastructure to the First Things First community-based project for up to \$2,000 compensation:

- Course curriculum established through NPC's standard practices;
- Recruitment and adjunct certification of faculty for community-based training;
- Tracking of students completing community-based training; and
- Provision of materials for students in community-based training

The agreement specifies these infrastructure services for a period of one year, beginning July 1, with provisions for extension for an additional two years.



Northland Pioneer College

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

GRANTEE AGREEMENT

XXXXXXXXXX

**Between The
Navajo/Apache Regional Partnership Council,
Arizona Early Childhood Development and Health Board
And
Northland Pioneer College**

WHEREAS, A.R.S. Title 8, Chapter 13, Article 3 charges the Arizona Early Childhood Development and Health Board (also known as First Things First), the Navajo/Apache Regional Partnership Council (hereinafter referred to as GRANTOR) with the responsibility of administering funds.

THEREFORE, it is agreed that the GRANTOR shall provide funding to Northland Pioneer College (hereinafter referred to as the GRANTEE) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the GRANTEE role in administering Arizona Early Childhood Development and Health Board grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on July 1, 2009 and shall terminate on June 30, 2010. This agreement is renewable for two (2) additional twelve (12) month extensions beginning on July 1, 2010 based on satisfactory performance and continued available funding. FY2010 is a planning and infrastructure building year. Additional funds may be available for FY2011 and FY2012 for program implementation.

III. DESCRIPTION OF SERVICES

The GRANTEE shall provide the following services for the GRANTOR as approved and summarized below:

- A. Northland Pioneer College will provide an Early Childhood Development Program staff member to be responsible for the work of this grant.
- B. A Northland Pioneer College Early Childhood Development Program staff member will identify the course curriculum that will be made available under this grant for community-based training. Northland Pioneer College will ensure that all courses offered through the community-based training will be assigned a course number and that students attending community-based training for those courses will gain Northland Pioneer College credit after completing course requirements.

- C. A Northland Pioneer College Early Childhood Development Division staff member will identify and recruit teachers to teach community-based courses and will establish a fair and reasonable fee, or fee formula, for each teacher that will be inclusive of travel, time, materials, etc.
- D. Northland Pioneer College will ensure all community-based training teachers are Adjunct Faculty at Northland Pioneer College.
- E. Northland Pioneer College will ensure all community-based training sessions and materials are free and available to anyone who wants to attend.
- F. Northland Pioneer College will maintain a tracking system for attendance of students taking community-based courses that will translate to NPC course credit.
- G. Submit the Grant Management forms provided by First Things First (Attachment A – Attachment G) and return prior to June 16, 2009.
- H. Satisfy evaluation/performance measure requirements (Exhibit B).

IV. MANNER OF FINANCING

The GRANTOR shall:

- a) Provide up to **\$2,000.00** to GRANTEE for services provided under Paragraph III.
- b) An initial deliverable reimbursement payment shall be provided upon receipt of the signed Grant Agreement and Attachments A-G in the amount of **\$2,000.00**. The reimbursement request form and ledger sheet (to be provided by First Things First) shall be submitted to correspond with the expenses provided under this deliverable reimbursement and are also subject to site visit verification like any other reimbursement expenses. At the termination of the Agreement any unexpended funds shall be returned to the First Things First, the Navajo/Apache Regional Partnership Council within thirty (30) days of the termination.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the GRANTEE shall be for only the amount of dollars actually spent by the GRANTEE. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the GRANTOR, the State, or Federal government, the GRANTEE shall reimburse said funds directly to the GRANTOR immediately.

VI. FINANCIAL AUDIT

GRANTEE agrees to terms specified in A.R.S. §§ 35-214 and 35-215.

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), GRANTEE must have an annual audit conducted in accordance with Office of Management and Budget (OMB) Circular #A-133 (“Audits of States, Local Governments, and Non-profit Organizations”) if GRANTEE expends more than \$500,000 from federal awards. *If the GRANTEE has expended more than \$500,000 in federal dollars, a copy of the GRANTEE’s audit report for the previous fiscal year*

must be submitted to the GRANTOR for review within thirty (30) days of signing this Agreement. Otherwise the annual audit review/statement must be provided to the GRANTOR within thirty (30) days.

VII. DEBARMENT CERTIFICATION

The GRANTEE agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

VIII. FUNDS MANAGEMENT

The GRANTEE must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. GRANTEE must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.

The GRANTEE must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. Rates for mileage, lodging and meals are limited to the rates established by the State of Arizona Travel Policy (www.gao.state.az.us/travel/).

IX. REPORTING REQUIREMENTS

Regular reports by the GRANTEE shall include:

a) Programmatic and Evaluation Reports

1. The GRANTEE shall provide quarterly program activity reports to the GRANTOR within twenty (20) working days of the last day of the quarter in which services are provided. The report shall contain such information as deemed necessary by the GRANTOR.

a. Quarterly reports are due:

- i. Period: July 1, 2009 – September 30, 2009
Due: October 20, 2009
- ii. Period: October 1, 2009 – December 31, 2009
Due: January 20, 2010
- iii. January 1, 2009 – March 31, 2009
Due: April 20, 2010
- iv. April 1, 2010 – June 30, 2010

Due: July 20, 2010

v. The final programmatic report as submitted shall be marked FINAL

b) Financial Reimbursement

1. The GRANTEE shall provide, as frequently as monthly but not less than quarterly, requests for reimbursement. Reimbursement requests shall be submitted with the Reimbursement Cover Sheet template provided by the GRANTOR. The GRANTEE shall submit a final reimbursement request for expenses obligated prior to the end of the termination of this Agreement no more than thirty (30) days after the end of the Agreement. Requests for reimbursement received later than the thirty (30) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

All reports shall be submitted to the contact person designated in Paragraph XLII, NOTICES, of this Agreement.

X. ASSIGNMENT AND DELEGATION

GRANTEE may not assign any rights hereunder without the express, prior written consent of both parties.

XI. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal written Agreement amendment signed and approved by and between the duly authorized representative of the GRANTEE and the GRANTOR.

Any such amendment shall: 1) specify an effective date; 2) specify any increases or decreases in the amount of the GRANTEE's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The GRANTEE expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XII. SUBCONTRACTORS

The GRANTEE may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy.

The GRANTEE agrees and understand that no subcontract that the GRANTEE enters into with respect to performance under this Agreement shall in any way relieve the GRANTEE of any responsibilities for performance if its duties. The GRANTEE shall give the GRANTOR immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the GRANTEE by any subcontractor or vendor which in the opinion of the GRANTEE may result in litigation related in any way to the Agreement with the GRANTOR.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. PROHIBITION ON GOVERNMENT CONTRACTS

Pursuant to A.R.S. 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the GRANTOR for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the GRANTOR in good faith has reason to believe that the GRANTEE does not intend to, or is unable to perform or continue performing under this Agreement, the GRANTOR may demand in writing that the GRANTEE give a written assurance of intent to perform. Failure by the GRANTEE to provide written assurance within the number of days specified in the demand may, at the GRANTOR's option, be the basis for terminating this Agreement under the terms of this Agreement or other rights and remedies available by law.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The GRANTOR or the GRANTEE may, by written notice cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of local government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective immediately upon receipt of written notice from the GRANTOR or the GRANTEE, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

GRANTEE assigns to the State of Arizona, GRANTOR any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to GRANTEE toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the GRANTOR under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the GRANTOR may terminate this Agreement at the end of the period for which funds are available. No liability

shall accrue to the GRANTOR in the event this provision is exercised, and the GRANTOR shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the GRANTEE in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement due to acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

XXI. ARBITRATION

This agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Attachments/Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Section X Reporting Requirements of this Agreement; provided, however, that the GRANTOR shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The GRANTEE shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State, Local or Federal government.

XXV. LICENSING

The GRANTEE, unless otherwise exempted by law, shall obtain and maintain all licenses, permits and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The GRANTEE shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The GRANTEE shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the GRANTOR.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The GRANTOR reserves the right to review and approve any publications and/or media funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the GRANTOR, and GRANTOR shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The GRANTEE agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the GRANTEE describing programs or projects funded under this agreement in whole or in part with federal funds shall contain the following statement:

“This project was supported by the Arizona Early Childhood Development and Health Board. Points of view or opinions contained within this document are those of the

author and do not necessarily represent the official position or policies of the Arizona Early Childhood Development and Health Board.”

The GRANTEE also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the GRANTOR to be placed on file and distributed as appropriate to other potential Grantees or interested parties. The GRANTOR may waive the requirement for submission of any specific publication upon submission of a request providing justification from the GRANTEE.

GRANTOR and GRANTEE recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the GRANTEE agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the GRANTOR. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the GRANTEE.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded under this agreement in whole or in part by the GRANTEE shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

Indemnification Language for Public Agencies ONLY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

Indemnification Language for Non Public Agency. The parties to this Contract agree that Arizona Early Childhood Development and Health Board, its departments, Board and Councils shall be indemnified and held harmless by the Grantee for the vicarious liability of First Things First as a result of entering into this contract. However, the parties further agree that First Things First, its departments, Board and Councils shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

XXXIII. CONFIDENTIALITY OF RECORDS

The GRANTEE shall establish and maintain procedures and controls that are acceptable to the GRANTOR for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subcontractor under this Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the Agreement. GRANTEE also agrees that any information pertaining to individual

persons shall not be divulged other than to employees or officers of the GRANTEE as needed for performance of duties under this Agreement, unless otherwise agreed to in writing.

XXXIV. CONFIDENTIALITY OF GRANTEE 'S INFORMATION

GRANTEE acknowledges that confidentiality provided in A.R.S. § §41-1505.06 (D) and 41-1505.07(J) may be waived with the GRANTEE's consent, and GRANTEE consents to a total and complete waiver of confidentiality. In waiving confidentiality, GRANTEE understand and consents to disclosure of any information submitted to the GRANTOR that concerns the identify, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the GRANTEE or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential".

XXXV. TERMINATION

- a) The GRANTOR reserves the right to terminate the Agreement in whole or in part due to the failure of the GRANTEE to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The GRANTOR staff shall provide written notice of the termination and the reasons for it to the GRANTEE.
- b) The GRANTOR may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The GRANTEE shall be liable to the GRANTOR for any excess costs incurred by the GRANTOR in procuring materials or services in substitution for those due from the GRANTEE.

XXXVI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The GRANTEE shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXIX. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the GRANTEE represents and warrants that he or she is duly authorized to execute this Agreement.

XL. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

The GRANTEE shall comply with Executive Order 2005-30, which mandates as follows: 1) The GRANTEE shall, and by signing this agreement does, represents that it is in compliance with all federal immigration laws and regulations; 2) The GRANTEE shall take affirmative action to ensure that all subcontractors of the Contractor execute similar representation; 3) the breach of any such warranty shall be deemed a material breach of this Contract, subject to monetary penalties or other penalties up to and including termination of the Contract; and 4) the State retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the employer is in compliance with its representation.

XLI. LEGAL ARIZONA WORKER

GRANTEE hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to GRANTEE employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). GRANTEE shall further ensure that each subcontractor who performs any work for GRANTEE under this contract likewise complies with the State and Federal Immigration Laws.

XLII. NOTICES

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

The GRANTEE shall address all program notices relative to this Agreement to:

Arizona Early Childhood Development and Health Board
Attention: Navajo/Apache Regional Partnership Council
4000 North Central, Suite 800
Phoenix, Arizona 85012

The GRANTEE shall submit reimbursement requests relative to this Agreement to:

Arizona Early Childhood Development and Health Board
Attention: Finance
4000 North Central, Suite 800
Phoenix, Arizona 85012

GRANTOR shall address all notices relative to this Agreement to:

Northland Pioneer College
Mark Vest, Vice President
P.O. Box 610
Holbrook, AZ 86025-0610

XLIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF
Northland Pioneer College**

**FOR AND BEHALF OF THE
Arizona Early Childhood Development
And Health Board**

Dr. Jeanne Swarhout
President

J. Elliott Hibbs
Director

Date

Date

Attachment A

FIRST THINGS FIRST STANDARD DATA COLLECTION FORM

A. Agency Information:

Program Name (if applicable) Northland Pioneer College

Agency Northland Pioneer College

Contact Person Ms. Claude S. Endfield

Address P. O. Box 610

Position Program Chair , Early Childhood

Address _____

Email cendfield@npc.edu

City, State, Zip Holbrook, AZ 86025

Phone 928-524-7335 Fax 928-524-7312

County Navajo

Employer Identification Number: 86-0277526

Agency Classification: State Agency County Government Local Government Schools Tribal
 Faith Based Other

Have you previously conducted business with First Things First using this EIN: **Y** **N**?

If **NO**, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your Application.
http://www.gao.state.az.us/Vendor/forms/new/stateofaz_subw-9_042008.pdf

In which Congressional (Federal) District is your agency?

Enter District # 1

<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency?

Enter District # 5

<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year?
\$ 3,000,000

What is your organization's fiscal year-end date? June 30th

Accounting Method: Cash Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? **Y** **N**

Please provide contact information of the audit firm conducting your audit:

Agency Heinfeld, Meech & Co., P.C.

Address 3033 N. Central Avenue, Suite 300, Phoenix, AZ 85012

Phone Number (602) 277-9449

B. Proposed Program Information / Description:

Amount requested: \$2,000

Service area of proposed program: Navajo & Apache counties

Target population of proposed program: Early Educators/care givers

Number of participants to be served: n/a Planning year

Please provide a **brief** description of the **proposed program** in one or two paragraphs.

Northland Pioneer College will develop the infrastructure that will support a Community Based Training program that will be available to community members, NPC students, and early care and education professionals currently in the work-force. The system will offer course work in 8 successive 2-hour sessions, NPC will ensure that the course content will translate to NPC credit for a numbered ECD course. The infrastructure system created will include a mechanism to track student attendance so that credit can be awarded; identification of NPC associate faculty to teach the sessions, as well as a fee schedule for the payment of staff time, travel, materials, and any other associated costs.

C. Contact Information (Please copy this page as many times as needed.)

Program Agency – Indicates person with primary contact with First Things First and is directly responsible for ensuring that the program plan is implemented. All future program correspondence will be sent to **this person**.

Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.

Collaborator – Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

<input checked="" type="checkbox"/> <u>Program Agency</u>	<input type="checkbox"/> <u>Fiscal Agency</u>	<input type="checkbox"/> <u>Collaborator</u>
Agency <u>Northland Pioneer College</u>	Contact Person <u>Ms. Claude S. Endfield</u>	
Address <u>P. O. Box 610</u>	Position <u>Program Chair, Early childhood</u>	
Address _____	Email _____	
City, State, Zip <u>Holbrook, AZ 86025</u>	Phone <u>928-524-7335</u> Fax <u>928-524-7312</u>	
County <u>Navajo</u>		
<input type="checkbox"/> <u>Program Agency</u>	<input type="checkbox"/> <u>Fiscal Agency</u>	<input type="checkbox"/> <u>Collaborator</u>
Agency _____	Contact Person _____	
Address _____	Position _____	
Address _____	Email _____	
City, State, Zip _____	Phone _____ x _____ Fax _____	
County _____		
<input type="checkbox"/> <u>Program Agency</u>	<input type="checkbox"/> <u>Fiscal Agency</u>	<input type="checkbox"/> <u>Collaborator</u>
Agency _____	Contact Person _____	
Address _____	Position _____	
Address _____	Email _____	
City, State, Zip _____	Phone _____ x _____ Fax _____	
County _____		

Attachment B

KEY PERSONNEL OVERVIEW

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: Claude Endfield Title: Program Chair, Early Childhood Development FTE on this project: 5%	Thirty five years experience in early childhood field; Master's Degree in Child Care Administration; twenty one years employment with NPC as Program Chair, early childhood
Name: Title: FTE on this project:	

***In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key individuals involved in the project.**

Attachment C

IMPLEMENTATION PLAN

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Identify Courses to be Offered Through Community Based Training	Identify course Curriculum to be taught	Claude Endfield	12/09	Description of courses to be offered
	Link course curriculum to specific course number	Claude Endfield	12/09	List of specific courses offered through CBT
	Develop materials and hand-outs to be used in courses offered	Claude Endfield	3/10	Example course materials available
Identify Instructors for Courses to be Offered Through Community Based Training	Identify Northland Pioneer Associate Faculty willing and able to teach in this format.	Claude Endfield	12/09	List of instructors developed
Ensure high-level quality of course content provision	A. Obtain Faculty Statements of Qualifications	Claude Endfield	1/10	Documentation of Qualifications in Instructor's file
	B. Develop/Provide method of tracking student performance	Claude Endfield	1/10	Forms/process developed and outlined
Develop payment structure for provision of Community Based Training Sessions	Develop fee formula, or structure, that will be inclusive of travel, materials/copying costs, instructor time, and other related costs.	Claude Endfield	1/10	Instructor-Fee Formula Created
	Develop payment structure/fee, if necessary, to cover the costs related to classroom space for session offerings.	Claude Endfield	1/10	Fee/Payment schedule created, or statement of in-kind agreement from location
Develop Tracking System for Course Credit Award	Develop a tracking system to ensure attendance of students is recorded	Claude Endfield	1/10	Forms/process created and outlined
	Develop system to ensure that students who have been given a scholarship for this program, have attended the required number of sessions, and have demonstrated adequate content mastery, receive NPC credit	Claude Endfield	3/10	Forms/process created and outlined.

	Develop system with NPC Financial Aid Office to track scholarship awards	Claude Endfield, Beulah Bob-Pennypacker	3/10	Financial Aid agreement/process outlined.
Application Process	A. Develop Application forms and process for Community Based Training students to complete	Claude Endfield	3/10	Application Form Developed/process outlined
	B. Create similar form for non-credit seeking attendees to complete	Claude Endfield	1/10	Application/Form and process outlined
Performance Measure and Data Reporting	Submit data to FTF as requested	Claude Endfield	See contract for time ranges and dates	Data submitted and available in FTF Data warehouse
	Reports on progress and barriers to Navajo/Apache Regional Partnership Council	Claude Endfield	Quarterly in September 2009, December 2009, March 2010, and June 2010	Written and verbal report given to Navajo/Apache Regional Partnership Council
Communication/Marketing the introduction of scholarship program for 2010-2011 school year	Place posters/flyers in NPC Early Child Care Program facilities/classrooms		4/10	Samples of posted materials
	NPC Early Child Care instructors announce introduction of scholarships and compatibility with NPC degree programs		4/10	Instructor acknowledgements

Attachment D – Line Item Budget

LINE ITEM BUDGET – USE IF LISTING MATCHING FUNDS

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e. Sub grants), Other Operating Expenses and Administrative/Indirect Costs.

Budget period: July 1, 2009 – June 30, 2010

Budget Category	Line Item	Requested Funds	** Matching Funds/ Source	Total Cost
Personnel and Fringe Benefits				
Personnel				
Fringe Benefits				
Contracted Services/Professional Services				
Contract services				
Travel				
Out of State:				
In State: Reimbursement for planning committee members to attend planning meetings at \$0.445 per mile		\$2,000		\$2,000
Pass Through				
Sub grants				
Supplies and Other Operating				
Supplies and Other Operating Expenses				
Subtotal Direct Program Costs:		\$2,000		\$2,000
Administrative/Indirect Costs				
Indirect Costs		\$	\$	\$
Total		\$2,000		\$2,000

*As shown, a line item budget justification for each component MUST be included in the proposal that describes the procedure for determining the cost of budget categories. Detail in the line item budget narrative strengthens proposals. See the following page for budget narrative format.

** Matching Funds are not required, but if listed, are subject to monitoring by First Things First.

Authorized signature _____

Date _____

Job Title: President, Northland Pioneer College

Attachment E – Budget Narrative

BUDGET NARRATIVE EXPLANATION

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate.

Personnel: -0-

Fringe Benefits: -0-

Contracted Consultant/Professional Services: -0-

Travel: Travel reimbursement for planning committee members to attend planning committee meetings. Approximately 449 miles at \$0.445 per mile. Total: \$2,000

Pass Through/Sub grants: -0-

Supplies and Operating Expenses: -0-

Administrative/Indirect Costs: -0-

Applicants must list either Option A or Option B and provide proper justification for expenses included.

Option a: Administrative Costs: n/a

Option B: Federally Approved Indirect Costs: -0-

Authorized Signature _____ Date _____

Job Title _____

Attachment F

DISCLOSURE OF OTHER FUNDING SOURCES

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the proposed Program*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no FTF monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
TOTAL:			

***This table should include only those funds that will support the program detailed in this Application.**

Authorized Signature _____ Date _____

Job Title _____

Attachment G:

FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY

Name of Applicant: NORTHLAND PIONEER COLLEGE

Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please attach a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please attach a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with each copy of the completed Application.	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Please attach a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL"	
5. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<input type="radio"/> YES <input type="radio"/> NO <input checked="" type="radio"/> N/A
6. If you answered YES to question #5, under what section of the IRS code? O 501 C (3) O 501 C (4) O 501 C (5) O 501 C (6) O Other Specify: _____	
7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<input checked="" type="radio"/> YES <input type="radio"/> NO

B. FUNDS MANAGEMENT

1. Which of the following describes your organization's accounting system?	<input type="radio"/> Manual <input checked="" type="radio"/> Automated <input type="radio"/> Combination
2. How frequently do you post to the General Ledger?	<input checked="" type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly <input type="radio"/> Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs that account for 100% of each employee's time?	<input checked="" type="radio"/> YES <input type="radio"/> NO
6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	<input checked="" type="radio"/> YES <input type="radio"/> NO
7. How does your organization plan to charge common/indirect costs to this grant? NOTE: Those organizations using allocable direct charges must attach a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate must attach a copy of the approval documentation issued by the federal government.	<input checked="" type="radio"/> Direct Charges <input type="radio"/> Utilizing an Indirect Cost Allocation Plan or Rate

C. INTERNAL CONTROLS

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. Are all accounting entries and payments supported by source documentation?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Are cash or in-kind matching funds supported by source documentation?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Are employee time sheets supported by appropriately approved/signed documents?	<input checked="" type="radio"/> YES <input type="radio"/> NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<input checked="" type="radio"/> YES <input type="radio"/> NO

D. PROCUREMENT

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Does the organization maintain written procurement policies and procedures?	<input checked="" type="radio"/> YES <input type="radio"/> NO

E. CONTACT INFORMATION

Please indicate the following information. In the event that First Things First has questions about this survey, this individual will be contacted.

Prepared By: Tad Spader

Job Title: Controller

Date: June 3, 2009

Phone/Fax/Email: Ph: 928.524.7681/Fax: 928.524.7676/Email: Tad.Spader@NPC.edu

F. CERTIFICATION

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.

Authorized Signature

G. COMMENT AND ATTACHMENTS

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment.

Number of Attachments (please number each attachment): _____

COMMENTS:

Exhibit B

Performance Measures

Evaluation should be directly connected to the Goals, Key Measures, and the Performance Measures and should determine the extent to which the program has accomplished the stated goals and key measures. The evaluation should also measure program fidelity by assessing which activities were implemented and the quality, strengths and weaknesses of the implementation. Successful Applicants agree to participate in the First Things First evaluation and will meet the requirements of the evaluation including, but not limited to, timely and regular reporting and cooperation with all First Things First evaluation activities. Timely and regular reporting of all performance and evaluation data includes the electronic submission (through the First Things First secure web portal) of performance measures and other evaluation data as proposed by the Applicant in this Request for Grant Application.

Performance measure data must be submitted in its raw form (e.g. number of children served/proposed service number= 52 actual children served/50 proposed service number). Successful Applicants are also required to collaborate with the First Things First longitudinal evaluation. The provider must participate in child assessment activities associated with the longitudinal evaluation including tracking and reporting to First Things First data pertaining to participant attendance, enrollment, and demographic information, all of which must be maintained in a secure and anonymous manner. In addition, Applicants agree to allow First Things First and evaluation consultants of First Things First to observe program activities on site and obtaining parent consent for data collection related to evaluation efforts.

Performance Measures are defined by First Things First to determine the key impacts of the strategies, programs and approaches being implemented. Applicants are expected to collect and report data to First Things First on the progress of achieving the Performance Measures. Performance Measures for purposes of this RFGA are as follows:

Performance Measures

- **Creation of system to:**
 - Deliver community-based training courses
 - Ensure delivery of high-quality course content related to Early Care and Education that will translate to actual course credit with Northland Pioneer College.
 - Ensure community based training performance evaluation standards are equivalent to Northland Pioneer College standards
 - Define attendance requirements and system to maintain records

Scholarship Utilization 2006/07 - 2008-09 Years

Scholarship	06-07 Budget	06-07 Spent	07-08 Budget	07-08 Spent	08-09 Budget	08-09 Spent
Art/Photo	2500	2508	2500	2112	2500	636
Band/Choir	31000	22862	31000	19186	31000	33689
CTE - Building Occupation	5000	0	5000	0	0	0
CTE - IBM SQA Program	5000	0	5000	0	2500	0
Cosmetology - Instructor Prep	3400	2200	3400	1789	3400	1275
Liberal Arts - ECD	5500	5520	5500	5200	5500	5356
Liberal Arts - Library Media	5000	2700	5000	0	0	0
Liberal Arts - Ed/AAEE	4500	2500	4500	4000	7000	7000
Smart Start (Fast Track)	5000	7520	10000	0*	12000	11600
NAVIT Stars	8400	0	8400	12960	8400	7037
New Student Seminar	5000	0	5000	0	5000	720
President's Scholars	52500	57000	56500	55000	88500	72800
College Scholars (Pres Scholars)	9000	5675	9500	17856	12000	6689
Nursing Textbook	4000	1000	4000	4000	4000	4830
Nursing Childcare	5000	3600	5000	4999	5000	4170
Performing Arts/Theatre	16000	18085	16000	17412	16000	24363
Retention (through Fin Aid)	60000	70037	70000	96799	70000	67393
Unallocated	13200	2024	13700	6568	11700	9378
Housing Relocation	NA	NA	24000	0*	24000	21975
	240000	203231	284000	247881	308500	278911
	84% utilization		87% utilization		95% utilization (minus Pres Scholars overaward issue)	
VP Student Services - Support	15000	13307	15000	6369	10000	4287

***NOTE:** 07-08 Housing Relocation and Fast Track awards incorrectly coded - mixed with Retention funds

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

July 1, 2008 to April 30, 2009

Budget Period Expired

83%

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	10,645,044	1,727,363	8,950,644	84%								
Secondary Tax Levy									1,661,175	271,122	1,409,016	85%
State Aid:												
Maintenance and Operations	4,412,300	733,686	3,921,411	89%								
Capital Equalization	5,421,722	1,346,625	5,386,500	99%	1,505,700		500,000	33%				
Tuition and Fees	3,800,000	542,277	3,607,764	95%								
Investment earnings	250,000	5,857	155,116	62%	125,000	2,929	74,397	60%				
Grants and Contracts	650,000	50,115	665,807	102%								
Other Miscellaneous	650,000	40,458	507,021	78%								
Transfers:	(1,682,696)	(124,391)	(1,238,938)	74%	1,250,000	104,167	1,037,500	83%	242,696	20,225	201,438	83%
TOTAL REVENUES	\$24,146,370	\$4,321,990	\$21,955,325	91%	\$2,880,700	\$107,095	\$1,611,897	56%	\$1,903,871	\$291,347	\$1,610,454	85%
EXPENDITURES												
Salaries and Wages	15,205,000	1,305,667	12,592,594	83%								
Operating Expenditures	8,564,870	415,132	5,473,211	64%					1,903,871	0	274,076	14%
Capital Expenditures	376,500	27,552	120,662	32%	2,880,700	74,343	2,162,525	75%				
TOTAL EXPENDITURES	\$24,146,370	\$1,748,351	\$18,186,467	75%	\$2,880,700	\$74,343	\$2,162,525	75%	\$1,903,871	\$0	\$274,076	14%

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	4,475,000	219,580	4,077,671	91%								
Sales and Services												
Bookstore					1,250,000	9,899	1,065,373	85%				
Other					72,725	2,463	48,635	67%	0	1,002	7,691	
Investment Earnings												
Donations												
Board Designated Donation												
Transfers:					190,000			0%				
TOTAL REVENUES	\$4,475,000	\$219,580	\$4,077,671	91%	\$1,512,725	\$12,362	\$1,114,008	74%	\$0	\$1,002	\$7,691	
EXPENDITURES												
Salaries and Wages	720,500	77,342	692,891	96%	175,980	20,718	155,510	88%				
Operating Expenditures	3,480,000	39,726	2,966,640	85%	1,331,745	15,832	758,510	57%	0	565	8,697	
Capital Expenditures	274,500	26,462	207,870	76%	5,000	0	0	0%				
TOTAL EXPENDITURES	\$4,475,000	\$143,530	\$3,867,401	86%	\$1,512,725	\$36,550	\$914,020	60%	\$0	\$565	\$8,697	

Cash flows from all activities (YTD) 30,377,046
 Cash used for all activities (YTD) 25,413,186
Net Cash for all activities (YTD) \$ 4,963,860

Human Resources Update

June 16, 2009

1. **Carl Perkins Grant Manager** – Ann Hilliard. M. Ed. – Educational Technology; M.B.A. – Business Administration; Northern Arizona University; B.S. – Business and Management; University of Maryland University College.
2. **Director of Developmental Services** – Rickey Jackson. M.Ed. - Elementary Education; B.S. – Elementary Education; Northern Arizona University.
3. **Institutional Research Analyst** – Closed on 3-13-2009. Committee's recommendation pending.
4. **Whiteriver Center Manager** – Closed 4-26-2009. Interviews conducted 6-10-2009.
5. **Faculty in Nursing** – Closed 5-13-2009. Offer pending.
6. **Secretary to the Dean of Nursing & Allied Health** – Closed 5-22-2009. Offer Pending.
7. **White Mountain Campus Monitor** – Closed 5-22-09. 7 applicants received. Committee is reviewing applications.
8. **White Mountain Campus Assistant to the Campus Manager** – Closed 5-28-09. 12 applicants received. Committee is reviewing applications.
9. **Purchasing and Inventory Specialist** – Closed 6-3-09. 4 applicants received. Committee is reviewing applications.



Northland Pioneer College

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