

Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will hold a regular District Governing Board Meeting open to the public on **September 17, 2013 beginning at 10:00 a.m.** The meeting will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

One or more Board members and/or staff members may participate in the meeting by telephone if necessary.

The public is invited to check on addenda that will be posted up to 24 hours prior to the meetings. Copies of the meeting agenda may be obtained through the Office of the President, Northland Pioneer College, Painted Desert Campus, 2251 E. Navajo Blvd., Holbrook, AZ, telephone (928) 524-7418 or (800) 266-7845 Ext. 7418, at least 24 hours in advance of the meeting. Agendas will also be posted in campus offices. If any disabled person needs any type of accommodation, please notify Lisa Jayne at the above address or telephone number at least 24 hours prior to the scheduled time.

The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.

I, Lisa Jayne, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 16th day of September 2013, at 10:00 a.m.

Lisa Jayne, Recording Secretary to the Board

NOTICE DISTRIBUTION

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

Governing Board Meeting Agenda

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

Date: September 17, 2013

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

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance	Chair Handorf
2.	Adoption of the Agenda(Action)	Chair Handorf
3.	Call for Public Comment.....	Chair Handorf
Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.		
4.	Reports:	
A.	Financial Position	Vice President Hatch
B.	CASO	Margaret White
C.	NPC Faculty Association	Cindi Hutton
D.	NPC Student Government Association	Melissa Luatua
5.	Consent Agenda..... (Action)	Chair Handorf
A.	August 20, 2013 DGB Minutes	
B.	Whiteriver USD Dual Enrollment IGA; Snowflake USD Dual Enrollment IGA; Round Valley USD Dual Enrollment IGA	
6.	Old Business: None	
7.	New Business:	
A.	Review of Implementation of Institutional Review Board	Director Wasson
B.	Request to Approve Fire Science Equipment Purchase.....(Action)	Vice President Hatch
C.	Review of Northeast Arizona Training Center (NATC) Audit	Vice President Hatch
D.	Request to Approve Purchase of Fleet Vehicles	Vice President Hatch
E.	Request to Approve Purchase of Computer Servers (Action)	Director Bishop
F.	Request to Approve Purchase of Thin Clients Devices	Director Bishop
G.	Request to Approve Purchase of Monitors (Action)	Director Bishop
8.	Standing Business:	
A.	Strategic Planning and Accreditation Steering Committee Report....	Director Wasson
B.	Human Resources Update	Director Hokanson
C.	President's Report.....	President Swarthout
9.	Board Report/Summary of Current Events	Board Members
10.	Announcement of Next Regular Meeting October 15, 2013	Chair Handorf
11.	Adjournment..... (Action)	Chair Handorf

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. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3).

Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.
One or more Board members and/or staff members may participate in the meeting by speakerphone, if necessary.



Northland Pioneer College

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

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period

July 1, 2013 to July 31, 2014

Budget Period Expired 8%

Tax Supported Funds				
General Unrestricted				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
Primary Tax Levy	13,341,335	89,555	89,555	1%
State Aid:				
Maintenance and Operations	1,646,600	411,650	411,650	25%
Equalization	5,514,200	1,378,550	1,378,550	25%
Tuition and Fees	4,755,000	265,045	265,045	6%
Investment earnings	125,000	9,680	9,680	8%
Grants and Contracts	1,600,000		0	0%
Other Miscellaneous	200,000	11,682	11,682	6%
Transfers:	(2,750,000)	(279,240)	(279,240)	10%
TOTAL REVENUES	\$24,432,135	\$1,886,922	\$1,886,922	8%
EXPENDITURES				
Salaries and Wages	17,067,805	686,457	686,457	4%
Operating Expenditures	6,587,182	492,431	492,431	7%
Capital Expenditures	253,000	1,738	1,738	1%
TOTAL EXPENDITURES	\$23,907,987	\$1,180,626	\$1,180,626	5%
Unrestricted Plant				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
State Aid:				
Capital	199,300	30,650	30,650	15%
Other Miscellaneous				
Transfers:	2,000,000	166,667	166,667	8%
TOTAL REVENUES	\$2,199,300	\$197,317	\$197,317	9%
EXPENDITURES				
Salaries and Wages				
Operating Expenditures				
Capital Expenditures	12,199,300	209,668	209,668	2%
TOTAL EXPENDITURES	\$12,199,300	\$209,668	\$209,668	2%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period July 1, 2013 to July 31, 2014

Budget Period Expired 8%

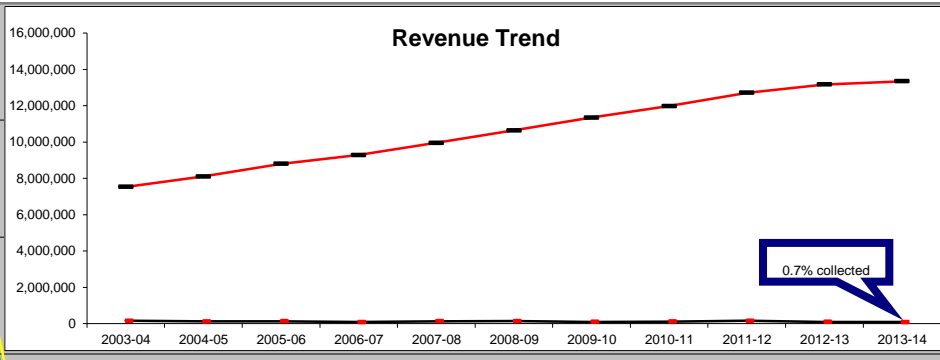
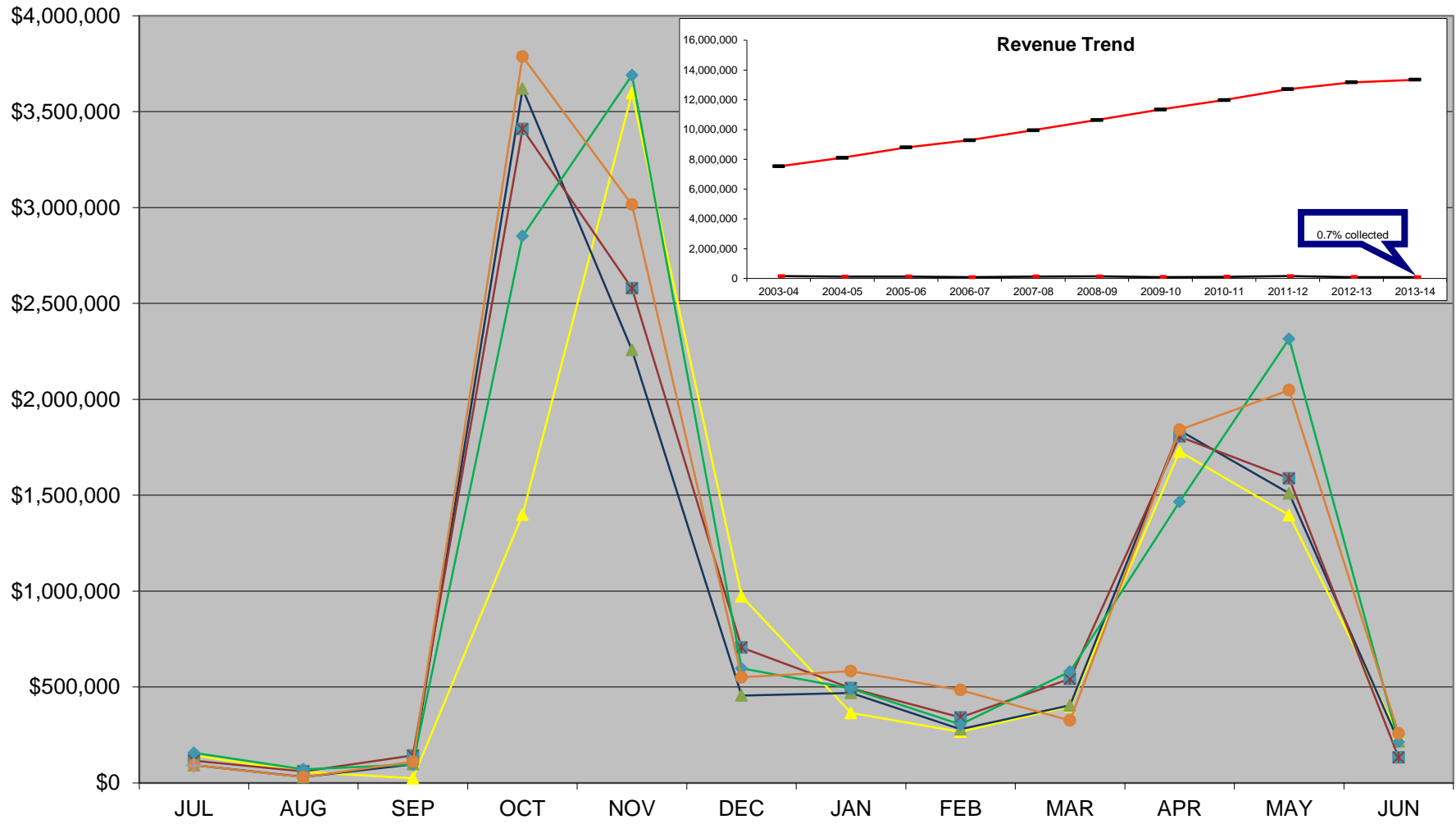
Restricted and Auxiliary Funds

	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Grants and Contracts	6,400,000	62,884	62,884	1%
Donations				
Transfers:	600,000	46,046	46,046	8%
TOTAL REVENUES	\$7,000,000	\$108,930	\$108,930	2%
EXPENDITURES				
Salaries and Wages	935,960	44,200	44,200	5%
Operating Expenditures	5,914,040	612,787	612,787	10%
Capital Expenditures	150,000	38,506	38,506	26%
TOTAL EXPENDITURES	\$7,000,000	\$695,493	\$695,493	10%
	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Sales and Services				
Bookstore	100,000	6,725	6,725	7%
Other	306,000	12,337	12,337	4%
Donations				
Transfers:	150,000	66,527	66,527	44%
TOTAL REVENUES	\$556,000	\$85,589	\$85,589	15%
EXPENDITURES				
Salaries and Wages	377,903	20,709	20,709	5%
Operating Expenditures	178,097	64,880	64,880	36%
Capital Expenditures				
TOTAL EXPENDITURES	\$556,000	\$85,589	\$85,589	15%

Cash Flows

Cash flows from all activities (YTD)	\$2,278,758
Cash used for all activities (YTD)	\$2,171,376
Net Cash for all activities (YTD)	\$107,382

Monthly Primary Property Tax Receipts



Navajo County Community College District Governing Board Meeting Minutes

August 20, 2013 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Ms. Ginny Handorf, Mr. Daniel Peaches, Mr. James Matteson, Mr. Prescott Winslow, Mr. Frank Lucero

Staff Present: President Jeanne Swarhout; Vice President Blaine Hatch; Vice President Mark Vest; Information Services Director Eric Bishop; Institutional Effectiveness Director Dr. Leslie Wasson; Recording Secretary to the Board Lisa Jayne.

Others Present: Stuart Bishop, Ann Hess, Everett Robinson, Royce Kincanon, Debra Fisher, Margaret White, Maderia Ellison, Peggy Belknap, Tamara Martin, Beulah Bob-Pennypacker, Sharon Hokanson, Jake Hinton, Sheriff KC Clark, Jim Molesa, Dave Roberts.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Handorf called the meeting to order at 10:00 a.m. Mr. Winslow led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Mr. Matteson moved to adopt the agenda as presented. Mr. Lucero seconded the motion. *The vote was unanimous in the affirmative.*

Agenda Item 3: Call for Public Comment

None

Agenda Item 4: Reports

4.A. Financial Position – Vice President Hatch

Vice President Hatch summarized the financial position report to the Board. Mr. Winslow asked if there were any implications for the college when collections were more than budgeted. Vice President Hatch stated there were really no implications as it is merely collection in arrears. Vice President Hatch updated the Board on the expenditure limit and stated that the expenditure limit will be at the top of the list of concerns but presently not an urgent matter. There are carry forward funds that will allow the college several years to address the issue. Mr. Winslow asked what were the factors that could help with expenditure limits. Vice President Hatch stated there are three pieces to the expenditure limit formula, one is population and for community colleges that is FTSE, which is enrollment. As FTSE increases the college is able to expend more. Expenditures also plays into it, and then the base expenditure that was established in 1979/80. Chair Handorf asked if there was potential to bring the expenditure limitation up to date and President Swarhout stated that there appeared to be no apparent interest by the legislature to change the expenditure limitation.



Mr. Lucero asked about an update on the progress of the Skills Center. Vice President Hatch stated that it is anticipated to reach final completion at the end of September with a mid-semester transition.

4.B. NPC CASO – Margaret White

CASO Vice President Margaret White addressed the Board and welcomed them to a new semester. Funds were raised for the CASO Student Emergency Fund at Convocation and \$1,641 was raised. She thanked President Swarouth and the CTE staff for the toy guinea pigs that were auctioned off. The Emergency Fund was started by an anonymous employee from NPC and when the money ran out CASO was asked to administer the fund. The emergency fund is for when students are in trouble financially and need help to stay in school. The CASO annual retreat is coming up in August. There is a professional development scholarship for staff that will pay for a staff member's books when they take classes for professional development.

4.C. Faculty Association

None

4.D. NPC Student Government Association

None

Agenda Item 5: Consent Agenda

A. June 18, 2013 Regular Meeting Minutes; June 18, 2013 Study Session Minutes; June 18, 2013 Executive Session Minutes

Mr. Matteson moved to approve the minutes. Mr. Lucero seconded the motion. *The vote was unanimous in the affirmative.*

Agenda Item 6: Old Business

None

Agenda Item 7: New Business

7.A. Navajo County/NPC Partnership Update

Navajo County Sheriff KC Clark addressed the Board and introduced his Chief Deputy, Jim Molesa. Sheriff Clark stated that the newly reinstated NPC reserve police academy was a huge success and a great partnership between all the law enforcement in Northeastern Arizona and the College. The test scores that came out of the NPC Police Academy was number two in the state. The tests are State standard tests.

Jim Molesa stated he instructed in the academy on behalf of NPC and donated his time as all instructors did in order to cut expenses to the program; instructors were federal agents, DPS, Show Low Police Department, Apache County, Holbrook Police Department under Stuart Bishop to put together curriculum and turning out 13 qualified individuals that all but one subsequently got jobs within the community. The average cost the Navajo County Sheriff's Office pays to send a candidate to Phoenix to the ALEA Academy is roughly \$16,000 in taxpayer dollars. In this case, two deputies were hired from the academy and saved that money.



Holbrook Police Department hired two officers and saved the City of Holbrook \$32,000. Sheriff Clark stated that another great aspect was that the trainees stay in the area with their family instead of leaving for 18 weeks. Sheriff Clark thanked Stuart Bishop for his work. Stuart Bishop stated that the graduation in July overfilled the PAC. It is a great partnership and provides a great service to the community. He also stated that instructors from Navajo County received on-duty time, not over-time, to instruct while on-duty. Sheriff Clark stated that he graduated from the first academy back in 1988 and at that time much of the law enforcement in the area came from recruits out of the NPC Police Academy. After the program closed down, the recruits were sent out of the area for training. Although there weren't enough recruits this year, since Arizona Post requires at least 15 to hold an academy, the reserve academy will most likely run every other year. After speaking with the other chiefs there are over 1600 police officers in the coming year or two that are going to need trained across the state, so a full-time academy could really be considered, especially after the last one had the number two scores in the state. It's been a great partnership, it's what the College strives for, what government should strive for and is a win-win for the taxpayers and the families within Navajo County. Sheriff Clark stated that when he walked into the auditorium for the Police Academy graduation it was full, standing room only.

Mr. Matteson asked if the turnover rate in law enforcement in the area would encourage the College to make the program an annual program. Sheriff Clark stated he believed there was a large enough turnover rate to sustain a year round program, especially considering the possibility of other agencies sending their recruits to this academy.

Chair Handorf stated the report from the Police Academy graduation was exciting and stated once she knew Stuart Bishop was involved in this program she knew it would be a success. Mr. Winslow asked what percentage of training took place at Northeastern Arizona Training Center (NATC). Stuart Bishop stated everything but firearms and defensive tactics training, about 85% of it took place at NATC. Mr. Winslow asked if there are enhancements to NATC that would make the training center even more competitive in terms of other agencies looking at it for training officers. Stuart Bishop stated that a dirty classroom would solve some logistical problems for NATC as it would provide a place for defensive tactics, and would also be used for fire science. Many agencies shoot out at the sand pits currently; Sheriff Clark stated a grant is necessary to put in a shooting range.

Mr. Lucero asked about the actual cost to run the academy part-time since full-time relies on having a place to house the recruits. Sheriff Clark stated the Silver Creek Inn in Snowflake is a housing option for a full-time academy. The ALEA Academy in Phoenix uses hotels to house their recruits, as do most of the other academies. Mr. Lucero asked about how the cost of housing was covered. Sheriff Clark stated Post, in conjunction with the sponsoring agency, covers housing expenses. Stuart Bishop stated that of the twelve academies in state only 7 are full-time and most of them use a hotel for housing. The agencies donated around \$150,000 in time and money to put on the academy. Stuart Bishop stated it is a win-win for the College as well as the community. Mr. Lucero asked how much it costs the College to run the academy. President Swarthout stated the primary cost is rent and includes fire science program and a portion of what Stuart Bishop is paid. Mr. Lucero asked who the lease is paid to and President



Swarthout stated it is paid to NATC. Vice President Hatch stated last year the College paid \$8100 in rent to NATC. President Swarthout stated that only 30% of the rent amount was for the Law Enforcement Academy, 70% of it was for Fire Science and NAVIT. Since numbers were not available, President Swarthout guesstimated that the College paid \$35,000 for Stuart Bishop's salary. Vice President Vest stated there was also about \$10,000 for administrative support. Mr. Lucero asked why the College pays NATC rent when the College controls the facilities. Vice President Hatch stated that NATC is a separate entity accounting-wise and legally. President Swarthout stated that the College does not own NATC.

Mr. Matteson stated that the whole program speaks to keeping taxes at home and investing in the future of our community and this issue is a "no brainer." The pay-off is so large that to continue this relationship and to continue in the work of the academy is really no argument, financially or otherwise, that would be counter to keep this program from becoming a full-time program.

7.B. NPC 40th Anniversary

Deb Fisher presented to the Board about upcoming events for the 40th Anniversary activities. The goal is to raise \$40,000 in scholarship funds and give it away to students. The 40th Anniversary will kick off with the premiere of *Coeur d'Alene* a theatrical production the College is working on in conjunction with White Mountain Regional Theater. First fundraiser will be *Pedal the Petrified*. The College is partnering with the National Forest Service and using the Petrified National Forest 41 riders have registered so far, are ultimately working for 100 riders. Digital Photo Contest is an online photo contest and is open to anyone and closes November 15. Grand Prize is a three credit tuition waiver. Also, *40 Things I Love About NPC* is up and running. *Then and Now*, is a digital photo history over the last 40 years. In February, there will be a 1973/1974 Film Festival starting with *American Graffiti* and *Herbie Rides Again*, and *The Towering Inferno*. In April there will be a kite flying at every center and campus and there will be a big fly off for the grand prize. There will also be a Pro Am Golf Tournament in April/May. *Pass the Torch* will include members of the very first graduating class on stage during commencement. Deb Fisher asked the Board to invite people to the events as well as participate in the events.

7.C. Request to Approve Intergovernmental Agreement with JTED Northeastern Arizona Technical Institute of Vocational Education (NATIVE)

The proposed intergovernmental agreement is a standard one for dual enrollment, however the College only began to partner with NATIVE last year. At some point this IGA will become part of the consent agenda with the other dual enrollment agreements, but it is not yet standard in its approach. Staff is asking for approval for fall 2013 schedule which is what has presently been identified, it is anticipated that courses will be continue in spring semester but it has not been determined yet. Also, Coconino County Community College has provided permission for NPC to provide services in their service district as part of this agreement. Staff recommends approval of the IGA with NATIVE for the fall semester to nine NATIVE JTED high schools and at the NATIVE central location.

Mr. Lucero asked how often instructors from the College go up. Vice President Vest stated that all NATIVE instructors are local and are employed by NATIVE but qualified by the College.



However, since the agreement is relatively new and many of these locations are distant from campuses and centers, NPC faculty make regular observation visits to the locations, as well as bringing them in for training. Mr. Winslow asked if there are any arrangements to do recruiting or tracking to see if the NATIVE students become NPC students. Vice President Vest stated they can be tracked, and if the partnership becomes standard then the relationship with NAVIT will broaden out to NATIVE as well. Part of that will be NATIVE's willingness for NPC to be in the school because these courses are taking place on school grounds during school time. Mr. Winslow stated it would be ideal to have recruiters to meet with these students. Vice President Vest stated that quality control is a major issue in the agreement, which is why it is a semester agreement rather than a full-year agreement. Mr. Matteson asked if there would be a report at the appropriate time. Vice President Vest stated there definitely could. Vice President Vest stated NPC was optimistic about this agreement.

Mr. Matteson moved to approve the Intergovernmental Agreement with NATIVE. Mr. Winslow seconded the motion. *The vote was unanimous in the affirmative.*

7.D. Request to Approve Geotechnical Engineering Services for Northeast Arizona Training Center (NATC)

Vice President Hatch stated the modular classroom building referred to as a dirty classroom is being requested by the programs at NATC. Staff is proposing geotechnical engineering services at a cost not to exceed \$5000 by Western Technologies located in Lakeside. The scope of services to be provided include field exploration, laboratory testing, analysis and the report which will include recommendations as well as some discussion about what will be necessary to move forward with this plan. The funds are funds appropriated by the legislature several years ago and are held by the College for projects at NATC. Staff recommends awarding the contract to Western Technologies for the proposed geotechnical services.

Mr. Matteson stated that Western Technologies is the best company in the White Mountain area. Also, the testing of those soils for foundation work is absolutely necessary since the soils there are horrible. He also asked if there is a building design in mind. Vice President Hatch stated there are not many details on the building yet, just a general scope. Mr. Matteson asked if an architect had been selected to design it. Vice President Hatch stated there was not an architect in mind yet, but plans were to find someone to provide a design/build operation where someone could come in and complete the project start to finish.

Mr. Lucero stated that he has used dirty classrooms in Prescott and it doesn't work for both fire science and law enforcement and wanted to know if two buildings are being considered. Vice President Hatch stated that there is only one facility being considered. Stuart Bishop stated the building is basically a covered open area. Mr. Lucero stated that his concern is the College's relationship with NATC, and the College needs to decide whether or not the College wants to stay in control of the center or give it to another agency or give it back to them. Vice President Hatch stated that topic is beyond the scope of the agenda.



Mr. Lucero moved to approve Geotechnical Engineering Services for Northeast Arizona Training Center by Western Technologies. Mr. Matteson seconded the motion. *The vote was unanimous in the affirmative.*

7.E. Request to Renew Maintenance Agreement for Networking Equipment

Director Bishop stated the College has a large network and this agreement is brought to the Board yearly for approval. The agreement is for Cisco SMARTnet which is a service and maintenance agreement from the company that produces our networking equipment to provide support and maintenance. The vendor is CDW-G, and their quote was \$68,639.16. Three quotes were received; one was a state contract bid for \$104,000. CDW-G was significantly less and staff recommends approval to renew through this vendor. Mr. Matteson asked if the College had worked with CDW-G before. Director Bishop stated CDW-G is a large and reputable technology vendor that the College has worked with in the past. He also stated that the quality of their work was verified. Mr. Matteson asked about the third quote. Director Bishop stated the other vendor quoted \$76,996.

Mr. Matteson moved to approve the Networking Agreement with CDW-G for network support. Mr. Lucero seconded the motion. *The vote was unanimous in the affirmative.*

7.F. Request to Purchase Classroom Technology Equipment

Director Bishop stated purchase of 18 Smart Board systems with built in projectors from CCS Presentations, a vendor that has been used many times in the past, for the cost of \$65,322 plus taxes and freight. Received quotes for this contract and the winning bid was a state contract quote and will provide the 18 classroom systems that we currently have on the schedule for new classroom installs, as well as some for replacement equipment. Mr. Matteson asked if Smart Boards were standard now. Director Bishop stated that the classroom equipment standard is Smart Board and makes for a better learning environment. Vice President Hatch stated Smart Board has a lot of flexibility.

Mr. Matteson moved to approve the purchase of the proposed classroom technology equipment from CCS Presentations. Mr. Lucero seconded the motion. *The vote was unanimous in the affirmative.*

Agenda Item 8: Standing Business

8.A. Strategic Planning and Accreditation Steering Committee (SPASC) Report – Director Leslie Wasson

The Chair of SPASC, Director Wasson, stated SPASC is launching a planning cycle for the fall and the spring. It is a priority to do a lot of the strategic planning in the fall in order that it inform the budget process in the spring. The committee needs more members and will be meeting on September 20. Higher Learning Commission (HLC) has recently opened up its database so all the Colleges can upload their evidence of acceptable practices and excellence in a similar format so it can be used. Director Wasson will be receiving training on how to input and access it.



8.B. Human Resources Update – Sharon Hokanson

Director Sharon Hokanson reviewed the Human Resources Update with the Board.

8.C. President's Report – President Swarthout

President Swarthout stated that division meetings and convocation has been completed. She noted that at convocation CASO raised \$1,600 but also started a new auction process for art scholarships and items were donated by artists and raised over \$1000. The College will be hosting ACCPC/ACCCC on September 26 at WMC. NPC will make an annual report to the Navajo County Board of supervisors in order to emphasize the growing partnership between the County and the College. The Joint District Governing Board Summit will be on September 20. The Summit has been held every year for past three years, and after this year will be moving to every other year in order to skip election year.

Staff would like the Board to consider a Board retreat in October, and there will be a dedication date coming up for the new skills center at PDC, and will try and connect it to a Board meeting. HLC is instituting a new academy for student retention and persistence the College will be applying to in order to be part of the first academy quality initiative project. NPC has invited Coconino and Mojave to partner on a QI project with us so ideas can be shared across I-40. Coconino so far is interested. HLC has called President Swarthout to a peer review visit in November. Chair Handorf asked the name of the new ACCCC Executive Director. President Swarthout stated the new executive direct is Diane Bosak and she will be meeting with AADGB at the next meeting. Kristin Boilini was contracted to represent ACCCC so the College will not have a lobbyist contract this year but will reserve that amount of money in case there are some conflicts of interest. Mr. Winslow asked President Swarthout to briefly explain the situation with Coconino Community College. President Swarthout stated that Coconino presently has the option to request an override over the next 7 years but it does have to go to the voters.

Agenda Item 9: Board Report/Summary of Current Event

None

Agenda Item 10: Announcement of Next Regular Meeting: September 17, 2013.

Agenda Item 11: Adjournment

The meeting was adjourned at 11:55 a.m. upon a motion by Mr. Matteson, a second by Mr. Lucero, and a unanimous affirmative vote.

Respectfully submitted,

Lisa Jayne
Recording Secretary to the Board



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

This Intergovernmental Agreement ("Agreement") is entered into this 14 day of August, 2013 between Navajo County Community College District, ("College"), and Whiteriver Unified School District No. 20, ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

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

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

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

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

3. EFFECTIVE DATE AND TERM

- A. This Agreement shall be effective:
 - i. After the governing boards of School District and College have approved it; and
 - ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).
- B. The term of this Agreement shall be from the Effective Date through June 30, 2014 (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

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

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

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

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

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

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

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

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

F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to twenty-five percent (25%) of the students enrolled for Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course which shall include a demonstration, by an examination of the specific purposes and requirements of the course, that freshman and sophomore students who meet the Dual Enrollment Course prerequisites are prepared to benefit from the college level course. College shall report all exceptions and the justification for each exception.

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

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

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

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

4.2 Instructors and Instruction

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

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

4.3 Assessment and Monitoring

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

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

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

D. College will provide career counseling and advisement for School District students while they are enrolled in Dual Enrollment Courses.

4.4 Policy and Procedure

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

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

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

4.5 Students with Disabilities

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

4.6 Reporting

College will submit a report to the Joint Legislative Budget Committee pursuant to A.R.S. § 15-1821.01(2)(b) when necessary, and School District will provide College with data that is required for inclusion in any such report in a timely fashion, as specified in Section 5.6.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

- A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.
- B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.
- C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.
- D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.
- E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.

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

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

5.2 Instructors and Instruction

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

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

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

5.3 Assessment and Monitoring

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

B. School District will provide counseling and advisement for School District students while they are enrolled in Dual Enrollment Courses.

5.4 Policy and Procedure

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:

1. has completed the necessary registration forms;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and

5. is aware of the requirements for determination of resident/nonresident tuition.

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

C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

5.5 Students with Disabilities

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

5.6 Reporting

School District will provide to College any data or other information that is required for the submission of the report required by A.R.S. § 15-1821.01(2)(b).

5.7 Facilities and Funding

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

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

6. MUTUAL AGREEMENTS

6.1 Instructor

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor's employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may

withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

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

6.2 Student

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

6.3 Removal from Course

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

6.4 Schedule and Number of Students

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

6.5 Availability of Instructors

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

6.6 Guidelines

School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual

enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.

6.7 Rigor of Courses

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

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

7.1 Fees

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

7.2 Supplies

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

7.3 Tuition

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit A.

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.

7.4 Billing Format

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit A. The Billing Format shall include all information required by A.R.S. § 15-1821.01(1)(a).

8. CONTINUATION OF AGREEMENT

The continuation of this Agreement beyond the initial fiscal year is dependent on and subject to the appropriation and availability of funding for each Party in each subsequent fiscal year. If sufficient funding is not made available to allow a Party to continue meeting its contractual obligations under this Agreement, that

Party shall so notify the other Party and either Party may cancel this Agreement and have no further obligation to the other Party. In the alternative, the Parties may by mutual written agreement, modify this Agreement to reduce the level of compensation, services or other consideration provided.

9. RECORDS

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

10. CONFIDENTIALITY

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and school board policies controlling the disclosure of personally identifiable information from a student's education records.

11. TERMINATION/DISPOSITION OF PROPERTY

11.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 11, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

11.2 Risk to Health or Safety

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

11.3 No Relief from Obligations

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

11.4 Disposition of Property

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

shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

12. RESPONSIBILITY

12.1 Conduct of Operations

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

12.2 Indemnification

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

13. CANCELLATION FOR CONFLICT OF INTEREST

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

14. NON-ASSIGNABILITY

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

15. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College policies and State and Federal laws and regulations, including Executive Order 99-4, 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 ADA.

16. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

17. ENTIRE AGREEMENT

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained

herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

18. INVALIDITY OF PART OF THE AGREEMENT

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

19. GOVERNING LAW

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

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

20. NOTICE

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

If to College:

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


If to School District:

Mr. Jeffrey Fuller, Superintendent
Whiteriver Unified School District #20
PO Box 190
Whiteriver, AZ 85941

COLLEGE

SCHOOL DISTRICT

By: Dr. Jeanne Swarthout, President
Title: President



By: Mr. Jeffrey Fuller, Superintendent
Title: Superintendent

Date

8-14-13

Date

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 Arizona to the Governing Board of the College.

By: _____
Legal Counsel for College

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 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: \$64 per credit hour.

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

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

3. ADDITIONAL CHARGES

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

4. FINANCIAL AID POLICIES

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

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

5. FORMAT FOR BILLING

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

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

6. FULL TIME STUDENT EQUIVALENT

Amount College received in FTSE in prior academic year	<u>\$1,689,700</u>
Portion of that FTSE distributed to School District	<u>0</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
ECD100	HEALTHY ENVIRONMENT	1.00	FALL	ENDFIELD, LA
ECD101	CHILDS TOTAL LEARN EN	1.00	FALL	ENDFIELD, LA
ECD102	SAFE ENVIRONMENT	1.00	FALL	ENDFIELD, LA
ECD105	ENCOURAGE SELF-DISCIP	1.00	FALL	ENDFIELD, LA
ECD118	BLOCKS EARLY CHILDHD	1.00	FALL	ENDFIELD, LA
ECD120	POSITIVE SELF-CONCEPT	1.00	FALL	ENDFIELD, LA
ECD124	DRAMATIC PLAY	1.00	FALL	ENDFIELD, LA
ECD127	SMALL MUSCLE DEVELOPM	1.00	FALL	ENDFIELD, LA
ECD147	PRENATAL AND INFANT D	1.00	FALL	ENDFIELD, LA
ECD148	TODDLER DEVELOPMENT	1.00	FALL	ENDFIELD, LA
ECD149	DEVEL OF PRESCHOOL CH	1.00	FALL	ENDFIELD, LA
ECD150	MIDDLE CHILDHOOD YEAR	1.00	FALL	ENDFIELD, LA
Ecd270	CDA ASSESSMENT PREP	2.00	FALL	ENDFIELD, LA
BUS231	MS OFFICE LEVEL I	3.00	FALL	NGO, JOHANN
BUS100	INTRODUCTION TO BUSINESS	3.00	FALL	NGO, JOHANN
BUS105	TECHNIQUES OF SUPERVI	3.00	FALL	NGO, JOHANN
BUS110	SM BUSINESS MANAGEMEN	3.00	FALL	NGO, JOHANN
ECD103	PLANNED ARRNGMNT-SCHE	1.00	SPRING	ENDFIELD, LA
ECD108	TECH OBSERVING CHILDR	1.00	SPRING	ENDFIELD, LA
ECD113	COMMUNIC-LANGUAGE SKI	1.00	SPRING	ENDFIELD, LA
ECD114	BEG MATHEMATICAL CONC	1.00	SPRING	ENDFIELD, LA
ECD115	NUTRITION EARLY CHILD	1.00	SPRING	ENDFIELD, LA
ECD116	SCIENCING AND DISCOVE	1.00	SPRING	ENDFIELD, LA
ECD117	QUESTIONS AND PROB-SO	1.00	SPRING	ENDFIELD, LA
ECD123	MUSIC AND CREATIVE MO	1.00	SPRING	ENDFIELD, LA
ECD125	CREATIVE MEDIA	1.00	SPRING	ENDFIELD, LA
ECD126	LARGE MUSCLE DEVELOPM	1.00	SPRING	ENDFIELD, LA
ECD136	UNDRSTAND HOW CHILD L	1.00	SPRING	ENDFIELD, LA
ECD216	TRANSITIONS	1.00	SPRING	ENDFIELD, LA
ECD270	CDA ASSESSMENT PREP	2.00	SPRING	ENDFIELD, LA
BUS112	FUNDAMNTLS BOOKKEEPIN	3.00	SPRING	NGO, JOHANN
BUS122	COMPUTER ACCOUNTING	3.00	SPRING	NGO, JOHANN

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
SNOWFLAKE UNIFIED SCHOOL DISTRICT NO. 5**

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 2013 between Navajo County Community College District, ("College"), and Snowflake Unified School District No. 5, ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

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

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

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

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

3. EFFECTIVE DATE AND TERM

- A. This Agreement shall be effective:
 - i. After the governing boards of School District and College have approved it; and
 - ii. On the date that authorized representatives of both Parties have signed it ("Effective Date").
- B. The term of this Agreement shall be from the Effective Date through June 30, 2014 ("Term").

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

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

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

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

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

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

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

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

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

F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to twenty-five percent (25%) of the students enrolled for Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course which shall include a demonstration, by an examination of the specific purposes and requirements of the course, that freshman and sophomore students who meet the Dual Enrollment Course prerequisites are prepared to benefit from the college level course. College shall report all exceptions and the justification for each exception.

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

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

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

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

4.2 Instructors and Instruction

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

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

4.3 Assessment and Monitoring

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

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

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

D. College will provide career counseling and advisement for School District students while they are enrolled in Dual Enrollment Courses.

4.4 Policy and Procedure

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

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

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

4.5 Students with Disabilities

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

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

4.6 Reporting

College will submit a report to the Joint Legislative Budget Committee pursuant to A.R.S. § 15-1821.01(2)(b) when necessary, and School District will provide College with data that is required for inclusion in any such report in a timely fashion, as specified in Section 5.6.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.

D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.

E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.

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

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

5.2 Instructors and Instruction

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

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

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

5.3 Assessment and Monitoring

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

B. School District will provide counseling and advisement for School District students while they are enrolled in Dual Enrollment Courses.

5.4 Policy and Procedure

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:

1. has completed the necessary registration forms;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and

5. is aware of the requirements for determination of resident/nonresident tuition.

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

C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

5.5 Students with Disabilities

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

5.6 Reporting

School District will provide to College any data or other information that is required for the submission of the report required by A.R.S. § 15-1821.01(2)(b).

5.7 Facilities and Funding

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

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

6. MUTUAL AGREEMENTS

6.1 Instructor

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor's employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy,

College may withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

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

6.2 Student

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

6.3 Removal from Course

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

6.4 Schedule and Number of Students

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

6.5 Availability of Instructors

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

6.6 Guidelines

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

review and comply with the guidelines.

6.7 Rigor of Courses

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

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

7.1 Fees

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

7.2 Supplies

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

7.3 Tuition

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit A.

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.

7.4 Billing Format

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit A. The Billing Format shall include all information required by A.R.S. § 15-1821.01(1)(a).

8. CONTINUATION OF AGREEMENT

The continuation of this Agreement beyond the initial fiscal year is dependent on and subject to the appropriation and availability of funding for each Party in each subsequent fiscal year. If sufficient funding is not made available to allow a Party to continue meeting its contractual obligations under this Agreement, that Party shall so notify the other Party and either Party may cancel this Agreement and have no further

obligation to the other Party. In the alternative, the Parties may by mutual written agreement, modify this Agreement to reduce the level of compensation, services or other consideration provided.

9. RECORDS

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

10. CONFIDENTIALITY

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and school board policies controlling the disclosure of personally identifiable information from a student's education records.

11. TERMINATION/DISPOSITION OF PROPERTY

11.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 11, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

11.2 Risk to Health or Safety

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

11.3 No Relief from Obligations

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

11.4 Disposition of Property

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

program shall be retained by School District.

12. RESPONSIBILITY

12.1 Conduct of Operations

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

12.2 Indemnification

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

13. CANCELLATION FOR CONFLICT OF INTEREST

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

14. NON-ASSIGNABILITY

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

15. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College policies and State and Federal laws and regulations, including Executive Order 99-4, 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 ADA.

16. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

17. ENTIRE AGREEMENT

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

Parties to this Agreement.

18. INVALIDITY OF PART OF THE AGREEMENT

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

19. GOVERNING LAW

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

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

20. NOTICE

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

If to College:

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

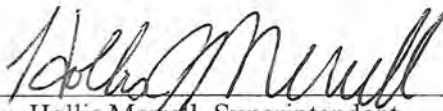
If to School District:

Hollis Merrell, Superintendent
Snowflake Unified School District No. 5
682 School Bus Lane
Snowflake, AZ 85937

COLLEGE

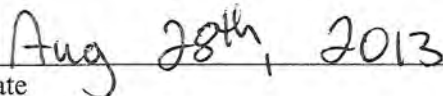
SCHOOL DISTRICT

By: Dr. Jeanne Swarthout, President
Title: President



By: Hollis Merrell, Superintendent
Title: President

Date



Date

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 Arizona to the Governing Board of the College.

By: _____
Legal Counsel for College

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 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: \$64 per credit hour.

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

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

3. ADDITIONAL CHARGES

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

4. FINANCIAL AID POLICIES

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

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

5. FORMAT FOR BILLING

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

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

6. FULL TIME STUDENT EQUIVALENT

Amount College received in FTSE in prior academic year

\$1,689,700-

Portion of that FTSE distributed to School District

0-

Amount School District returned to College

0-

EXHIBIT B

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

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

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

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

COURSE	TITLE	CREDITS	SEMESTER	INSTRUCTOR
MAT152	ADVANCED ALGEBRA	3.00	FALL	GODFREY, DON
BUS144	PROFESSIONAL OFFICE SKILLS	3.00	FALL	HIATT, ROMA
BUS231	MS OFFICE LEVEL I	3.00	FALL	HIATT, ROMA
BUS103	SUCCESS ON YOU R JOB	2.00	FALL	HIATT, ROMA
BUS202	PROFESSIONAL CUSTOMER	1.00	FALL	HIATT, ROMA
SPA101	ELEM SPANISH I	4.00	FALL	SHUMWAY, STAN
ENL101	COLLEGE COMPOSITION I	3.00	FALL	RUFFELL, NAN
ART105	BEGINNING DRAWING I	3.00	FALL	STUART, GLEN
MAT189	PRECALCULUS ALGEBRA-T	3.00	SPRING	GODFREY, DON
MAT221	TECHNICAL CALCULUS	4.00	SPRING	GODFREY, DON
BUS108	BASIC KEYBOARDING & DOCUMENT	3.00	SPRING	HIATT, ROMA
BUS104	DEVELOPING YOUR PROFESSIONAL	1.00	SPRING	HIATT, ROMA
BUS144	PROFESSIONAL OFFICE SKILLS	3.00	SPRING	HIATT, ROMA
BUS231	MS OFFICE LEVEL I	3.00	SPRING	HIATT, ROMA
SPA102	ELEM SPANISH II	4.00	SPRING	SHUMWAY, STAN
ENL102	COLLEGE COMPOSITION I	3.00	SPRING	RUFFELL, NAN
ART175	PAINTING I	3.00	SPRING	STUART, GLEN

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
ROUND VALLEY UNIFIED SCHOOL DISTRICT NO. 10**

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2013 between Navajo County Community College District, (“College”), and Round Valley Unified School District No. 10, (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

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

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

3. EFFECTIVE DATE AND TERM

- A. This Agreement shall be effective:
 - i. After the governing boards of School District and College have approved it; and
 - ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).
- B. The term of this Agreement shall be from the Effective Date through June 30, 2014 (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

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

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

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

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

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

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

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

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

F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to twenty-five percent (25%) of the students enrolled for Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course which shall include a demonstration, by an examination of the specific purposes and requirements of the course, that freshman and sophomore students who meet the Dual Enrollment Course prerequisites are prepared to benefit from the college level course. College shall report all exceptions and the justification for each exception.

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

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

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

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

4.2 Instructors and Instruction

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

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

4.3 Assessment and Monitoring

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

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

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

D. College will provide career counseling and advisement for School District students while they are enrolled in Dual Enrollment Courses.

4.4 Policy and Procedure

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

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

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

4.5 Students with Disabilities

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

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

4.6 Reporting

College will submit a report to the Joint Legislative Budget Committee pursuant to A.R.S. § 15-1821.01(2)(b) when necessary, and School District will provide College with data that is required for inclusion in any such report in a timely fashion, as specified in Section 5.6.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.

D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.

E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.

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

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

5.2 Instructors and Instruction

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

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

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

5.3 Assessment and Monitoring

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

B. School District will provide counseling and advisement for School District students while they are enrolled in Dual Enrollment Courses.

5.4 Policy and Procedure

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:

1. has completed the necessary registration forms;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and

5. is aware of the requirements for determination of resident/nonresident tuition.

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

C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

5.5 Students with Disabilities

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

5.6 Reporting

School District will provide to College any data or other information that is required for the submission of the report required by A.R.S. § 15-1821.01(2)(b).

5.7 Facilities and Funding

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

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

6. MUTUAL AGREEMENTS

6.1 Instructor

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor's employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may

withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

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

6.2 Student

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

6.3 Removal from Course

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

6.4 Schedule and Number of Students

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

6.5 Availability of Instructors

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

6.6 Guidelines

School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual

enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.

6.7 Rigor of Courses

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

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

7.1 Fees

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

7.2 Supplies

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

7.3 Tuition

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit A.

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.

7.4 Billing Format

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit A. The Billing Format shall include all information required by A.R.S. § 15-1821.01(1)(a).

8. CONTINUATION OF AGREEMENT

The continuation of this Agreement beyond the initial fiscal year is dependent on and subject to the appropriation and availability of funding for each Party in each subsequent fiscal year. If sufficient funding is not made available to allow a Party to continue meeting its contractual obligations under this Agreement, that

Party shall so notify the other Party and either Party may cancel this Agreement and have no further obligation to the other Party. In the alternative, the Parties may by mutual written agreement, modify this Agreement to reduce the level of compensation, services or other consideration provided.

9. RECORDS

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

10. CONFIDENTIALITY

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and school board policies controlling the disclosure of personally identifiable information from a student's education records.

11. TERMINATION/DISPOSITION OF PROPERTY

11.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 11, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

11.2 Risk to Health or Safety

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

11.3 No Relief from Obligations

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

11.4 Disposition of Property

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

shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

12. RESPONSIBILITY

12.1 Conduct of Operations

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

12.2 Indemnification

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

13. CANCELLATION FOR CONFLICT OF INTEREST

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

14. NON-ASSIGNABILITY

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

15. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College policies and State and Federal laws and regulations, including Executive Order 99-4, 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 ADA.

16. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

17. ENTIRE AGREEMENT

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained

herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

18. INVALIDITY OF PART OF THE AGREEMENT

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

19. GOVERNING LAW

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

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

20. NOTICE

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

If to College:

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


If to School District:

Travis Udall, Superintendent
Round Valley Unified School District No. 10
P.O. Box 610
Springerville, AZ

COLLEGE

SCHOOL DISTRICT

By: Dr. Jeanne Swarthout, President
Title: President



By: Travis Udall, Superintendent
Title: Superintendent

Date

9-03-13

Date

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 Arizona to the Governing Board of the College.

By: _____
Legal Counsel for College

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 Arizona to the Governing Board of the School District.

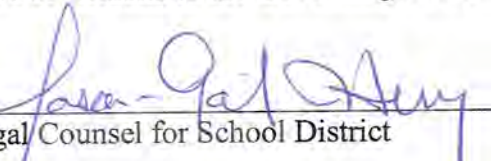
By: 
Legal Counsel for School District

EXHIBIT A

FINANCIAL PROVISIONS

1. APPROVED TUITION AND FEES APPLICABLE TO THIS AGREEMENT

Tuition: \$64 per credit hour.

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

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

3. ADDITIONAL CHARGES

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

4. FINANCIAL AID POLICIES

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

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

5. FORMAT FOR BILLING

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

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

6. FULL TIME STUDENT EQUIVALENT

Amount College received in FTSE in prior academic year	<u>\$1,689,700</u>
Portion of that FTSE distributed to School District	<u>0</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
CON100	CONSTRUCTION SAFETY P	3.00	FALL		CROWTHER, LE
CON121	CABINETMAKING I	3.00	FALL		CROWTHER, LE
INA103	FURNITUREMAKING I	3.00	FALL		CROWTHER, LE
CON221	CABINETMAKING II	3.00	FALL		CROWTHER, LE
INA105	WOODWORKING I	3.00	FALL		CROWTHER, LE
INA106	WOODWORKING II	3.00	FALL		CROWTHER, LE
MAT152	ADVANCED ALGEBRA	3.00	FALL		FRITZ, EDWAR
BUS100	INTRODUCTION TO BUSIN	3.00	FALL		PENA, STEPHE
BUS106	TECH OF PERSONAL FINA	3.00	FALL		PENA, STEPHE
BUS110	SM BUSINESS MANAGEMEN	3.00	FALL		PENA, STEPHE
CON121	CABINETMAKING I	3.00	SPRING		CROWTHER, LE
INA103	FURNITUREMAKING I	3.00	SPRING		CROWTHER, LE
CON221	CABINETMAKING II	3.00	SPRING		CROWTHER, LE
CON222	CABINETMAKING III	3.00	SPRING		CROWTHER, LE
INA104	FURNITUREMAKING II	3.00	SPRING		CROWTHER, LE
INA105	WOODWORKING I	3.00	SPRING		CROWTHER, LE
INA106	WOODWORKING II	3.00	SPRING		CROWTHER, LE
INA205	WOODWORKING III	3.00	SPRING		CROWTHER, LE
MAT189	PRECALCULUS ALGEBRA-T	3.00	SPRING		FRITZ, EDWAR
MAT221	CALCULUS I	4.00	SPRING		FRITZ, EDWAR
BUS144	PROFESSIONAL OFFICE SKILLS	3.00	SPRING		PENA, STEPHE
BUS231	MS OFFICE LEVEL I	3.00	SPRING		PENA, STEPHE
BUS100	INTRODUCTION TO BUSIN	3.00	SPRING		PENA, STEPHE
BUS110	SM BUSINESS MANAGEMEN	3.00	SPRING		PENA, STEPHE
BUS148	INTRO TO FINANCIAL MR	3.00	SPRING		PENA, STEPHE
BUS210	PRINCIPLES OF MANAGEM	3.00	SPRING		PENA, STEPHE
BUS215	PRINC OF RETAIL MANAG	3.00	SPRING		PENA, STEPHE
BUS220	PRINCIPLES OF MARKETI	3.00	SPRING		PENA, STEPHE
BUS260	FUNDAMENTAL BUS FINAN	3.00	SPRING		PENA, STEPHE

INSTITUTIONAL REVIEW BOARD

Summary:

Given that our teaching and service loads are already significant, little faculty research needs oversight at NPC. However, our involvement with various grants and consortia at times will require review of human subjects research designs.

We recommend an ad hoc committee of about 4 people whose mandate is to meet as needed. The mandate of the NPC Institutional Review Board will be to assure coverage of the two main considerations of research involving human subjects; namely, *informed consent* and *no harm to subjects*.



REQUEST TO APPROVE PURCHASE OF FIRE SCIENCE TRAINING EQUIPMENT

Recommendation:

Staff recommends approval to purchase a mobile fire training unit from Fire Vent for a total price of \$55,038.74 and designating Fire Vent, LLC. as a sole source provider.

Summary:

Staff has determined the acquisition of the proposed mobile fire training base unit upgraded to a 12 foot by 24 foot platform and using Carl Perkins funding will provide an important hands on training resource for fire science students throughout the service area. The use of Carl Perkins grant funds includes prior broad based discussions and agreement. Carl Perkins expenditures are budgeted in the Restricted Fund. The recommended purchase of the equipment supports several components of the current strategic plan, including the Presidential Strategic Initiatives (#2), Pillar 1 (1.1.3), and Pillar 6 (6.2.6).

The hands-on mobile firefighter training applications of the equipment include a variable roof top (flat to 45 degrees), vertical and gable end ventilation options, multiple forcible entry possibilities, confined space entry, rescue through the floor/basement/ceiling/ second story windows/ladders, firefighter bailout, and many other possibilities.

Fire Vent, LLC. is the designer and manufacture of this unique mobile hydraulic ventilation training equipment. Staff has determined Fire Vent qualifies as a sole source provider as detailed in the College's Directed or Sole Source Justification guidelines.





3031 N. DEAR RUN RD. CARSON CITY, NV 89701
P: 775.230.9953 F: 775.883.2387
www.Fire-Vent.com



US PATENT # 8,360,762

TRAINING APPLICATIONS

The Hands-On Training You Need...Where You Need It.

- Roof Top, Variable Pitch, Vertical Ventilation, Flat (Commercial) to 45 degrees (Custom Residential)
- Gable End Ventilation (Elevated Vertical Wall)
- Forcible Entry "Through The Lock" Non-Destructive, Pry Door, Hinge Cutting, Dead Bolt Cutting, Drop Bar Carriage Bolt Cutting
- Overhead Door Forcible Entry/Cutting, Adjustable System From 8ft Wide to 18ft Wide Roll Up or Panel Style Doors
- Confined Space Entry
- Through The Floor / Basement Rescue
- Ceiling (Sheet Rock) Pulling / Breaching
- Second Story Window Rescue and Ladder Evolutions
- Firefighter Bailout
- Many Other Possible Training Evolutions ie: Firefighter Entanglement, Rit, Wall Breaching. etc...



www.Fire-Vent.com

The Hands-On Training You Need...**Where You Need It.**



Extremely mobile, versatile and affordable! Designed to give firefighters valuable hands on training while remaining in service at their station. Numerous single engine or truck company evolutions. Heavy duty, rugged and self-contained, Ideal for individual departments or shared by multiple departments.

SPECIFICATIONS

- Empty Weight Approx. - 7,200lbs
- Load Capacity Approx. - 2,700lbs
- Gross Weight Capacity - 9,900lbs
- Tongue Weight Approx. - 900lbs
- Length Approx. - 27feet
- Width Closed Approx. - 8 feet
- Height Closed Approx. - 10 feet
- Roofing Platform Dimensions - 12ft x 20ft
- Roofing Platform Height (flat) - feet
- Roofing Platform Pitch Variable, From Flat to 12/12 or 45 degrees
- Engineered For 1,800lb Live Load On Roofing Platform At Any Pitch
- Engineered For Wind Load Of 60 mph At Any Pitch

* Unit Also Available in 12ft x 24ft Platform



CONSTRUCTION

- All Tubular Steel Construction
- Aluminum Diamond Plate Siding
- Large Locking Storage Compartment
- All LED Warning and Signal Lighting
- 6,000lb Tandem Axles with Electric Brakes
- Sprayed On Heavy Duty Bed Liner
- "Tuff Tow" Weight Distribution Hitch Standard
- Trailers Custom Built From The Ground Up



Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

NPC Procedures:

Northland Pioneer College purchasing procedures permit, under certain conditions, purchases of goods or services from a directed or sole source without soliciting bids from multiple sources.

NPC recognizes that special circumstances may not support the use of competitive bidding. In these situations, directed or sole source purchases may be an acceptable alternative.

Directed or sole source purchases are an exception to the Northland Pioneer College Purchasing Procedure, and must always be in writing. The Vice President for Administrative Services will approve a directed or sole source purchase on a case-by-case basis.

Definitions:

Directed Source: Indicates a product or service must, for specific and justifiable reasons, be purchased from one specified supplier. Directed Source procurement may be used when one of the following conditions exists:

- The requested product is an integral part or accessory to existing equipment.
- The service requested is for existing equipment which can only be completed by the original manufacturer or manufacturer's designated service provider.
- The requested product or service has unique design, performance, and/or quality specifications that are essential to a particular research protocol or teaching needs and are not available in comparable products.
- The requested service or system requires a supplier with unique skills or experience.

Sole Source: Indicates only one supplier exists capable of providing a particular product or service.

Process:

The Directed or Sole Source Justification Form shall accompany any request for a purchase from a Directed or Sole Source where:

- the purchase exceeds \$1,000, and
- the purchase is not covered by an existing contract or price agreement.

Furnish the necessary explanation and documentation as noted on the form. The requestor and the appropriate approver (vice president) must co-sign this document. Forward the form and supporting documentation to the Vice President for Administrative Services for review and approval.

Evaluation:

For directed and sole source purchases, each department is responsible for evaluating alternative sources of supply and documenting the reasons that the purchase will be directed to a particular supplier or service provider when alternative sources are available. Departments also are responsible for verifying that prices paid for directed and sole source purchases are fair and reasonable.

Under no circumstances shall a supplier be advised that a contract will be awarded on a directed or sole source basis before approval by the Vice President for Administrative Services.

The determination as to whether a directed or sole source justification is reasonable is based on one or more of these criteria:

- the requestor has investigated and documented his/her evaluation of potential alternate sources of supply for the requested product and/or service.
- the requestor's documentation explains how similar products and/or services cannot meet the required specifications.
- the requestor has documented that a good faith effort has been made to identify other sources.

If the purchase meets the criteria for Directed or Sole Source, the Vice President for Administrative Services will authorize the purchase. The Directed or Sole Source Form will be returned to the requestor if the purchase does not meet the criteria or if additional information is needed.

Exclusions:

Subscriptions, dues, memberships and other similar items will be treated as sole source, and do not require sole source justification documentation.

NORTHEAST ARIZONA TRAINING CENTER AUDITED FINANCIAL STATEMENTS AS OF JUNE 30, 2012

Summary:

The NATC financial audit report and associated letter to the NATC board have been received and were reviewed by NATC board on September 3, 2013. The audit resulted in an Unqualified Opinion on the Financial Statements with no findings. This is the first audit conducted of NATC financial statements since the inception organization. The audit was conducted by Nordstrom and Associates of Flagstaff. The audit was completed in a timely manner for inclusion in the College's 2013 single audit report as a component unit; a requirement of the Arizona Office of the Auditor General.

The efforts of Lauren Sedillo and Maderia Ellison, along with Stuart Bishop and Dannell Elkins, are particularly notable in being able to obtain and organize the required documentation for this successful audit report.

Staff will briefly review the audit report and be prepared to answer questions.



Bruce J. Nordstrom, CPA
Godfrey C. Loper Jr., CPA
Marjorie T. McClanahan, CPA
Timothy D. Hansen, CPA



MEMBERS
American Institute of
Certified Public Accountants
Arizona Society of Certified
Public Accountants

August 20, 2013

Mr. Stuart Bishop
The Board of Directors of
Northeast Arizona Training Center, Inc.
P.O. Box 1911
Taylor, AZ 85939

In planning and performing our audit of the financial statements of Northeast Arizona Training Center, Inc. (NATC) as of June 30, 2013, in accordance with auditing standards generally accepted in the United States of America, we considered NATC's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of NATC's internal control.

Our consideration of internal control was for the limited purpose described in the first paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses.

A control deficiency exists when the design or operation of the control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the entity's internal control. We did not identify any deficiencies which we believe to be material weaknesses.

Other Communication to those charged with Governance

Our responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to plan and perform our audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement and are fairly presented in accordance with U.S. generally accepted accounting principles. Because an audit is designed to provide reasonable, but not absolute, assurance and because we did not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us.

In planning and performing our audit, we considered NATC's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting.

As part of obtaining reasonable assurance about whether NATC's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit.

Significant Accounting Policies

Management has the responsibility for selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by NATC are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year 2013. We noted no transactions entered into by NATC during the year that were both significant and unusual, and of which, under professional standards, we are required to inform you, or transactions for which there is a lack of authoritative guidance or consensus.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

- Depreciable lives of fixed assets

We evaluated the key factors and assumptions used to develop the above estimate in determining that it is reasonable in relation to the financial statements taken as a whole.

Audit Adjustments

For purposes of this letter, professional standards define an audit adjustment as a proposed correction of the financial statements that, in our judgment, may not have been detected except through our auditing procedures. An audit adjustment may or may not indicate matters that could have an affect on NATC's financial reporting process (that is cause future financial statements to be materially misstated). We proposed one audit adjustment to reclassify prepaid insurance expense in the amount of \$3,313.

Passed Adjustments

During our audit procedures we identified no potential adjustments which management elected to pass on making the adjustment.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to NATC's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Issues Discussed Prior to Retention of Independent Auditors

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management prior to retention as NATC's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

This communication is intended solely for the information and use of management, the board of directors, and others within the organization, and is not intended to be and should not be used by anyone other than these specified parties.

Nordstrom & Associates, P.C.

NORTHEAST ARIZONA TRAINING CENTER, INC.

FINANCIAL STATEMENTS

JUNE 30, 2013

Independent Auditors' Report

The Board of Directors
Northeast Arizona Training Center, Inc.

We have audited the accompanying statement of financial position of Northeast Arizona Training Center, Inc. as of June 30, 2013 and the related statements of activities, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform our audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northeast Arizona Training Center, Inc. as of June 30, 2013, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Nordstrom & Associates, P.C.

August 20, 2013

Northeast Arizona Training Center, Inc.
Statement of Net Assets
June 30, 2013

	<u>2013</u>
<u>Assets</u>	
Current assets	
Cash	\$ 100,392
Accounts receivable	8,100
Prepaid expenses	<u>3,313</u>
Total current assets	<u>111,805</u>
Property and equipment	2,486,752
Less accumulated depreciation	<u>(533,858)</u>
Net property and equipment	<u>1,952,894</u>
 Total assets	 \$ <u><u>2,064,699</u></u>
<u>Liabilities</u>	
Current liabilities	
Accrued interest	\$ 8,925
Long-term obligations due within one year	<u>25,000</u>
Total current liabilities	<u>33,925</u>
Long-term Debt	
Note payable - Town of Taylor	370,000
Less current portion of long-term obligations	<u>(25,000)</u>
Total long-term debt	<u>345,000</u>
Total liabilities	<u>378,925</u>
 <u>Net assets</u>	
Unrestricted	<u>1,685,774</u>
Total net assets	<u>1,685,774</u>
 Total liabilities and net assets	 \$ <u><u>2,064,699</u></u>

See accompanying notes to financial statements.

Northeast Arizona Training Center, Inc.
Statement of Activities
Year ended June 30, 2013

	<u>2013</u>
Operating Revenue	
Fire department membership fees	\$ 13,500
Law enforcement membership fees	10,000
Facilities lease	8,100
Private agency usage	<u>7,785</u>
Total operating revenue	<u>39,385</u>
Operating expenses	
Administrative and office	11,427
Maintenance expenses	86,462
Utilities	15,272
Depreciation	<u>92,227</u>
Total operating expenses	<u>205,388</u>
Operating loss	<u>(166,003)</u>
Other income/expenses	
Interest income	234
Loss on asset disposal	(901)
Interest expense	<u>(18,350)</u>
Total other income/expenses	<u>(19,017)</u>
Change in net assets	(185,020)
Net assets at beginning of year	<u>1,870,794</u>
Net assets at end of year	<u>\$ 1,685,774</u>

See accompanying notes to financial statements.

Northeast Arizona Training Center, Inc.
Statement of Cash Flows
Year ended June 30, 2013

	<u>2013</u>
<u>Cash flows from operating activities</u>	
Receipts from members and users	\$ 31,285
Payments to vendors	(116,474)
Interest income	234
Interest paid	<u>(19,561)</u>
Net cash used by operating activities	<u>(104,516)</u>
<u>Cash flows from financing activities</u>	
Payment of long-term debt	<u>(20,000)</u>
Net cash used by financing activities	<u>(20,000)</u>
<u>Cash flows from investing activities</u>	
Cash paid for asset acquisition and construction	<u>(91,554)</u>
Net cash used by investing activities	<u>(91,554)</u>
Net change in cash	(216,070)
Cash at beginning of year	<u>316,462</u>
Cash at end of year	\$ <u><u>100,392</u></u>
Reconciliation of change in net assets to net cash used by operating activities	
Change in net assets	\$ (185,020)
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	92,227
Loss on disposal of assets	901
Changes in assets and liabilities:	
Accounts receivable	(8,100)
Prepaid expenses	(3,313)
Accounts payable and accrued expenses	<u>(1,211)</u>
Net cash used by operating activities	\$ <u><u>(104,516)</u></u>

See accompanying notes to financial statements.

NORTHEAST ARIZONA TRAINING CENTER, INC.

Notes to Financial Statements

June 30, 2013

(1) Organization

Northeast Arizona Training Center, Inc. (NATC) was incorporated as a not-for-profit organization in the state of Arizona in 2004. NATC's mission is to own and operate a certified all risk regional training center to meet the educational and testing needs of fire and law enforcement professional in Northeast Arizona. In 2012, the bylaws of NATC were amended to have the voting members of the board of directors be personnel of Northland Pioneer College. Due to the control exercised by Northland Pioneer College, NATC is now considered to be a component unit of Northland Pioneer College. Northland Pioneer College provides certain personnel and other expenses incurred for the benefit of NATC. Northland Pioneer College holds some of its classes in the NATC's training facility and owns certain educational assets utilized in the training facility. The revenue raised and expenses incurred by Northland Pioneer College for the operation of the Northeast Arizona Training Facility are not included in these financial statements.

(2) Nature of Operations and Summary of Significant Accounting Principles

(a) Nature of Operations

NATC owns and operates a regional training center which is utilized by Fire and Law Enforcement personnel throughout Northeast Arizona. NATC derives its operating revenues primarily through membership dues paid by the various user agencies and through user fees charged to other private organizations.

(b) Basis of Accounting

NATC maintains its accounts on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

(c) Financial Statement Presentation

NATC presents its financial statements in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958. Accordingly, NATC reports information regarding its financial position and activities according to three classes of net assets: permanently restricted, temporarily restricted, and unrestricted.

Permanently restricted net assets – Net assets subject to donor-imposed stipulations that they be maintained permanently by the NATC. Generally, the donors of these assets permit NATC to use all or part of the income earned on related investments for general or specific purposes. At June 30, 2013, NATC had no permanently restricted net assets.

Temporarily restricted net assets – Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. At June 30, 2013, NATC had no temporarily restricted net assets.

Unrestricted net assets – Net assets which include unrestricted resources which represent the funds that are available for the operating objectives of NATC.

NORTHEAST ARIZONA TRAINING CENTER, INC.

Notes to Financial Statements

June 30, 2013

(2) Summary of Significant Accounting Principles (cont.)

(d) Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from these estimates. The most significant estimate impacting NATC is the depreciable lives of fixed assets.

(e) Cash and Cash Equivalents

Highly liquid investments with an original maturity of three months or less are classified as cash equivalents and are stated at fair value.

(f) Property and Equipment

NATC capitalizes all property and equipment expenditures with a cost of \$5,000 or more and having estimated useful lives of more than one year. Property and equipment are recorded at cost or, for donated items, at fair value as of the date received. Expenditures for minor replacements, maintenance and repairs are charged to expense when incurred. Property and equipment are depreciated using the straight-line method over estimated useful lives ranging from five to fifty years.

(g) Income Taxes

The Organization is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for Federal or State taxes has been made. Continued tax-exempt status is contingent on future operations being in compliance with the Internal Revenue Code.

NORTHEAST ARIZONA TRAINING CENTER, INC.

Notes to Financial Statements

June 30, 2013

(3) Property and Equipment

Property and equipment consists of the following at June 30, 2013:

	<u>2013</u>
Land	\$ 110,000
Buildings	293,971
Training facilities	<u>2,082,781</u>
	2,486,752
Less accumulated depreciation	<u>(533,858)</u>
	<u>\$ 1,952,894</u>

(4) Long-term Debt

Note payable to the Town of Taylor, due in annual principal payments, interest at rates of 2.75-5.00% due semi-annually, secured by a deed of trust on the property of NATC.

\$370,000

The scheduled maturities of long-term debt are as follows:

<u>Year ending June 30,</u>	<u>Amount due</u>
2013	\$ 25,000
2014	25,000
2015	25,000
2016	25,000
2017	30,000
Thereafter	<u>240,000</u>
	<u>\$370,000</u>

(5) Related Party Transactions

Northland Pioneer College provides certain use of facilities and staff services which benefits NATC. However, since these provided facilities and services also benefit Northland Pioneer College's educational programs, no value for these amounts are recorded on NATC's financial statements.

Northland Pioneer College also leases the training facility and equipment on a year to year lease. The lease income to NATC from Northland Pioneer College was \$8,100 for the year ended June 30, 2013.

(9) Subsequent Events

Management has evaluated subsequent events through August 20, 2013, the date that the financial statements were issued. No significant subsequent events have been identified that would require adjustment of or disclosure in the accompanying financial statements.

REQUEST TO APPROVE PURCHASE OF PASSENGER VEHICLES

Recommendation:

Staff recommends approval to purchase four (4) new vehicles, model 2014 Dodge Caravan SE, from Larry Miller Dodge in Avondale for a total price of \$91,420.88.

Summary:

Staff has determined the addition of one (1) minivan type of vehicle at each campus location will provide for more efficient use of the existing fleet of 15-passenger vans and regular passenger vehicles (Toyota Corollas). It is also expected the entire passenger vehicle replacement plan will be able to be extended with this acquisition and fuel cost will be reduced. This addition is recommended as a component of the equipment maintenance program referenced in the current strategic plan under pillar six (6.2.4). This purchase is contemplated as a component of the current year capital improvement budget. The budgeted amount is \$100,000.

Larry Miller Dodge holds the Arizona State contract for model 2013 Dodge Caravan SE at a price of \$24,490 before addition of the transaction privilege tax and delivery fee. Local vendors were given an opportunity to respond to a request for quotes and no responses were received. The Arizona State contract vendor, Larry Miller Dodge, has offered to provide 2014 Dodge Caravans with the same specifications as the 2013 contract at a price of \$22,855.22 per vehicle, including tax and delivery. The 2014 model is essentially unchanged from the 2013 model.



ORIGINAL
OFFER

AVONDALE DODGE
10101 W PAPAGO FWY
AVONDALE, AZ 85323

Priced Order Confirmation (POC)

Date Printed: 2013-01-15 12:15 PM VIN: 2C4RDGBG1DR663345 Quantity: 01
 Estimated Ship Date: 2013-01-21 12:59 AM VON: 28193556 Status: G - Trim
 Date Ordered: 2012-12-11 12:20 PM Ordered By: S51124E FAN 1: 48842 STATE OF ARIZONA
 PROCUREMENT
 FAN 2:
 Client Code:
 Bid Number: TB310909
 PO Number:

Sold to: AVONDALE DODGE (44544) Ship to: AVONDALE DODGE (44544)
 10101 W PAPAGO FWY 10101 W PAPAGO FWY
 AVONDALE, AZ 85323 AVONDALE, AZ 85323

Vehicle: 2013 GRAND CARAVAN SE (RTKH53)

	Sales Code	Description	MSRP(USD)	
Model:	RTKH53	GRAND CARAVAN SE	19,995	
Package:	29E	Customer Preferred Package 29E	3,000	
	ERB	3.6L V6 24V VVT Engine	0	
	DG2	6-Speed Automatic 62TE Transmission	0	
Paint/Seat/Trim:	PW1	Stone White Clear Coat	0	
	APA	Monotone Paint	0	
	*H7	Cloth Low-Back Bucket Seats	0	
	-X1	Black/Lt Graystone	0	
Options:	NAS	50 State Emissions	0	
	WFJ	17X6.5 Aluminum Wheels	500	
	3AH	Price Protection - Code H	0	
	4HF	Special Scheduling Condition VI	0	
	4H4	Special Scheduling Condition VII	0	
	4ES	Delivery Allowance Credit	0	
	YGE	5 Additional Gallons of Gas	0	
	4FM	Fleet Option Editor	0	
	XKN	Flex Fuel Vehicle	0	
	4FT	Fleet Sales Order	0	
	4EA	Sold Vehicle	0	
	Non Equipment:	4KA	Special Bid Handling	0
		4FA	Special Bid-Ineligible For Incentive	0
4DH		Prepaid Holdback	0	
3JS		Factory Mutual Engineering	0	
	MAF		0	
Bid Number:	TB310909	Government Incentives	0	
Destination Fees:			995	

Total Price: 24,490

Order Type: Fleet PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 01
 Customer Name: AZ STATE
 Customer Address: 100 N 15TH
 PHX AZ 85007 USA

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final

* 2013'S ARE NO LONGER AVAILABLE

LARRY H. MILLER DODGE RAM
AVONDALE, 100012249

RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): NORTHLAND Pioneer Council Deal #: 919113
Address: P.O. BOX 610 HOLBROOK AZ 86001 Date: 9/19/13
Home Telephone: _____ Cell Phone: _____ Work Telephone: _____
DOS: _____ D.L./State I.D.#: _____ Issuing State: _____ Exp. Date: _____
E-mail Address: _____

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing from us is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR: 2014 MAKE: DODGE MODEL: CHRYSLER 1.8 COLOR: WHITE STOCK NO: F10
VIN/SERIAL NO: _____ ODOMETER READING: _____ SALES PERSON: _____
THE VEHICLE IS: NEW USED

WARRANTY STATEMENT

ALL VEHICLES: Any warranties by a manufacturer or supplier other than our Dealership ("the Seller") are third, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.

NEW VEHICLES SOLD AS-IS BY SELLER: Seller expressly disclaims all express and implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, unless Seller enters into a Service Contract with you at the time of this transaction.

USED VEHICLES: The Seller hereby warrants that this Vehicle will be fit for the ordinary purposes for which the Vehicle is used for fifteen (15) days or five hundred (500) miles after the delivery, whichever is earlier, except with regard to particular defects discussed on the first page of this Agreement. You (the Purchaser) will have to pay up to twenty-five dollars (\$25.00) for each of the first two repairs if the warranty is violated.

The Vehicle is Sold As-Is - Not Expressly Warranted Or Guaranteed by Seller and Seller makes no implied warranty of fitness for any particular purpose, or implied warranty of merchantability, beyond that set forth above, unless a box is marked below indicating that the Vehicle is sold with a Used Vehicle Limited Warranty from Seller or Seller enters into a Service Contract with you at the time of this transaction.

CONTRACTUAL DISCLOSURE STATEMENT FOR VEHICLE ONLY: The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions to the contract of sale. If this box is marked, the Vehicle is sold with a Used Vehicle Limited Warranty from Seller. Please see the Used Vehicle Limited Warranty. No other express warranties are made by Seller. Any implied warranties shall apply for the duration required by State Law or the duration of the Used Vehicle Limited Warranty, whichever is longer.

WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS (PLEASE SEE ATTACHED WAIVER)

Attention Purchaser: Sign here only if the Dealer told you that this Vehicle has the following problem(s) and that you agree to buy the Vehicle on those terms:

- 1. _____
- 2. _____
- 3. _____

Purchaser's Signature(s): _____ Date: _____

RENUNCIA VOLUNTARIA A LA GARANTIA IMPLICADA DE LA HABILIDAD COMERCIAL PARA DEFECTOS ESPECIFICOS (POR FAVOR VER LA RENUNCIA ANEXA)

Atención Comprador: Firme aquí solo si el Concesionario le ha dicho que su Vehículo tiene el siguiente problema(s) y usted está de acuerdo en comprar el Vehículo bajo esos términos:

- 1. _____
- 2. _____
- 3. _____

Firma(s) del Comprador: _____ Fecha: _____

TRADE-IN VEHICLE (1) INFORMATION

Year: _____ Make: _____ Model: _____ Color: _____
VIN/Serial No: _____ Odometer Reading: Not Applicable
Trade-In Allowance: _____ Balance Owed & Lienholder: _____

TRADE-IN VEHICLE (2) INFORMATION

Year: _____ Make: _____ Model: _____ Color: _____
VIN/Serial No: _____ Odometer Reading: Not Applicable
Trade-In Allowance: _____ Balance Owed & Lienholder: _____

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

PLEASE SEE ATTACHED WE OWE - DELIVERY CONFIRMATION.
 IF BOX IS MARKED, PLEASE SEE ATTACHED SPOT DELIVERY AGREEMENT.

You have entered into a Service Contract with _____

Deposit/ Partial Payments \$ _____ was received from you as a Deposit/Partial Payment. It is not refundable, except as set forth in this Agreement. In case of a Deposit, we will refrain from selling the vehicle for _____ days. X
 If this box is marked, the Vehicle you are purchasing must pass an Emissions Inspection. Please see the attached Emissions Inspection Disclosure Statement.

AGREEMENT TO ARBITRATE: Purchaser(s) and Dealer ("Parties") agree to resolve by binding arbitration any dispute that arises between them under or arising to this Agreement and resolution as set forth in Paragraph 20 on the reverse side. Either of the Parties may initiate an arbitration proceeding under the applicable rules of the AAA, 1400 N. 17th Street, Suite 200, Phoenix, AZ 85016 (www.judis.com); or the Senior Business Bureau in the State and County where the Dealership is located, or another institution approved by the Parties. EXCEPT FOR THOSE DISPUTES SPECIFICALLY EXEMPTED FROM ARBITRATION, THE PARTIES UNDERSTAND THAT THEY ARE KNOWINGLY AND UNCONDITIONALLY WAIVING THEIR RIGHT TO BRING ANY CLAIMS IN COURT, THEIR RIGHT TO A JURY TRIAL AND THEIR RIGHT TO PARTICIPATE AS A MEMBER OR REPRESENTATIVE IN ANY CLASS ACTION IN COURT OR THROUGH ARBITRATION.

The front and back of this Agreement and any documents which are part of this transaction are incorporated herein. In case of any conflict between the Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. IT IS THE EXPRESS AND SOLE INTENTION OF THE PARTIES THAT THESE TERMS AND CONDITIONS APPEAR ON THE REVERSE SIDE, AND AGREE TO THEM AS IF THEY WERE SET FORTH ABOVE. THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL SIGNED AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEALER.

Purchaser: _____ Accepted By Authorized Dealer: _____
Purchaser: _____

Cash Price Of Vehicle: 20895
Delivery: 375
Total Selling Price: _____
Sales Tax: 7.8 # 1626
Title Disc: 5.44
License, Transfer Fee & Registration Fee: _____
Total Due: _____
Deposit/Partial Payment: _____
CASH DUE AT DELIVERY: _____
BALANCE TO FINANCE: 22855

Request to Approve the Purchase of Computer Servers

Summary:

Staff recommends an approval to purchase eight HP servers with three-year maintenance agreements from World Wide Technologies at a combined price of \$91,596.40 plus any applicable taxes

Recommendation:

As part of our Title III NASNTI grant, "Project EAGLE", staff recommends approval to purchase eight HP ProLiant DL380p servers to be used for our Virtual Desktop Infrastructure (VDI) environment.

We received four quotes for the equipment and the lowest quote was provided through a contract with WSCA/NASPO.





wwt

ONLINE PRICE QUOTATION

Quote Number: 8921716

Quote Name: NPCServersVDI

Today's Date : 9/10/2013 5:22:23 PM

Quote Created Date : 9/10/2013 5:22:07 PM

Created By: ann.smith@wwt.com

Contract: AZ - STATE OF ARIZONA (WSCANASPO) (ADSP010-00000005)

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

items/description	part no	unit price	qty	ext price
HP ProLiant DL380p Gen8 Server - CTO	Base	\$10,352.75	8	\$82,822.00
HP ProLiant DL380p Gen8 Server	653200-B21			
HP DL380p Gen8 Intel® Xeon® E5-2680 (2.7GHz/8-core/20MB/130W) Processor FIO Kit	662228-L21			
HP 64GB (8x8GB) Dual Rank x4 PC3-12800R (DDR3-1600) Registered CAS-11 Memory Kit	690802-64G			
HP DL380p Gen8 Intel® Xeon® E5-2680 (2.7GHz/8-core/20MB/130W) Processor Kit	662228-B21			
HP 64GB (8x8GB) Dual Rank x4 PC3-12800R (DDR3-1600) Registered CAS-11 Memory Kit	690802-64G			
HP Integrated Lights Out 4 (iLO 4) Management Engine	Included			
HP Smart Array P420i/Zero Memory Controller	Included			
HP 300GB 6G SAS 10K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive	652564-B21			
HP 300GB 6G SAS 10K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive	652564-B21			
HP RAID 1 Drive 1 FIO Setting (requires matching 2 hard drives)	339778-B21			
HP Slim 12.7mm SATA DVD-RW Optical Drive	652235-B21			
HP 81B 8Gb 1-port PCIe Fibre Channel Host Bus Adapter	AP769B			
HP 81B 8Gb 1-port PCIe Fibre Channel Host Bus Adapter	AP769B			
HP NC365T 4-port Ethernet Server Adapter	593722-B21			
HP DL380p Gen8 2 Slot 2x16 PCI-E Riser Kit	653208-B21			
HP 750W Common Slot Gold Hot Plug Power Supply Kit 512327-2PS x2				

Increased RAM

HP C13 - AS3112-3 AU 250V 10Amp 2.5m Power Cord AF556A-XX2
x2

HP 2U Small Form Factor Ball Bearing Gen8 Rail Kit 663478-B21
with CMA

HP Standard Limited Warranty - 3 Years Parts and on- Included
site Labor, Next Business Day

HP Care Pack, 3 Years, 4 Hours, 24x7, Hardware, ProLiant DL380	U4545E	\$1,096.80	8	\$8,774.40
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SubTotal : \$91,596.40

Total : \$91,596.40

Estimated Lease Cost: \$2,844.07

The terms and conditions of the AZ - STATE OF ARIZONA (WSCA/NASPO) will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this quote was created, go to:
<http://gem.compaq.com/gemstore/entry.asp?SiteID=12584>

* The estimated lease cost is the monthly payment amount for a lease commencing on or before 10/10/2013 with a term of 36 months and a fair market value purchase option at the end of the lease term. This and other leasing and financing options are available through Hewlett-Packard Financial Service Company (HPFSC) or one of its affiliates to qualified education and state and local customers in the U.S. and subject to credit approval and execution of standard HPFSC documentation. Fees and other restrictions may apply. This is not a commitment to lease. Rates and payments are subject to change at any time without notice. Leasing and financing options for Federal governmental agencies (subject to a \$50,000 minimum) are available from Hewlett-Packard Company. For more information, call Hewlett-Packard Financial Services Company at 1-888-277-5942 and talk to a financial services representative who specializes in supporting government and education entities.

* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

* This quotation may contain open market products which are sold in accordance with HP's Standard Terms and Conditions. HP makes no representation regarding the TAA status for open market products. Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty.

* Please contact HP Public Sector Sales with any questions or for additional information:

K12 Education:	800-888-3224	Higher Education:	877-480-4433
State Local Govt:	888-202-4682	Federal Govt:	800-727-5472
Fax:	800-825-2329	Returns:	800-888-3224

* For detailed warranty information, please go to www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

Request to Approve the Purchase of Thin Client Devices

Summary:

As part of our Title III NASNTI grant, “Project EAGLE”, staff recommends approval to purchase thin-client devices to work with our Virtual Desktop Infrastructure (VDI) initiative.

The request for purchase consists of two different models, 100 C10LE’s and 100 Z90D7’s.

We received four quotes for the equipment and this quote was less than a quote provided through a WSCA/NASPO contract.

Recommendation:

Staff recommends an approval to purchase 200 Dell/Wyse Thin Clients from CDWG at a combined price of \$76,975.00 plus any applicable taxes.





SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DRRH981	10312831	9/11/2013

BILL TO:
LINDA J HUMES
PO BOX 610

SHIP TO:
NORTHLAND PIONEER COLLEGE
Attention To: LINDA J HUMES
102 N 1ST AVE

Accounts Payable
HOLBROOK , AZ 86025-0610

HOLBROOK , AZ 86025-2902
Contact: LINDA HUMES 928.524.7407

Customer Phone #

Customer P.O. # Z90D7 COMPARISON
QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
RACHEL PARKER 866.708.1693	AIT - Deferred, 3-5 Days	Master Card / VISA	

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
100	3061371	WYSE Z90D7 16GB 2GB ZERO CLIENT Mfg#: 909741-21L Contract: Standard Pricing	524.00	52,400.00
100	1997308	WYSE C10LE C7 1GHZ 512MB WTO Mfg#: 902175-01L Contract: Standard Pricing	245.75	24,575.00
SUBTOTAL				76,975.00
FREIGHT				0.00
TAX				4,695.48

US Currency

TOTAL 81,670.48

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.9295

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Request to Approve the Purchase of Monitors

Summary:

As part of our Title III NASNTI grant, “Project EAGLE”, staff recommends approval to purchase monitors to be used with thin-client devices. The original grant proposal did not include monitors in the requested budget. Through the approval of supplemental funding and an approved plan to use carry forward funds, we are now able to purchase supporting monitors with federal funds.

We received four quotes for the equipment and the lowest quote was provided through a contract with the National IPA Cooperative.

Recommendation:

Staff recommends an approval to purchase 365 19” HP Monitors from CDWG at a combined price of \$54,381.35 plus any applicable taxes.





CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DRNH809	10312831	9/9/2013

BILL TO:
LINDA J HUMES
PO BOX 610

SHIP TO:
NORTHLAND PIONEER COLLEGE
Attention To: LINDA J HUMES
102 N 1ST AVE

Accounts Payable
HOLBROOK , AZ 86025-0610

HOLBROOK , AZ 86025-2902
Contact: LINDA HUMES 928.524.7407

Customer Phone #

Customer P.O. # HP MONITOR QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
RACHEL PARKER 866.708.1693		AIT - Deferred, 3-5 Days	Master Card / VISA	
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
365	2817556	HP SB LA1956X 19" LED LCD DISPLAY HA Mfg#: A9S75A8#ABA Contract: National IPA Technology Solutions Education 130733	148.99	54,381.35
SUBTOTAL				54,381.35
FREIGHT				0.00
TAX				3,317.26
				US Currency
TOTAL				57,698.61

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.9295

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.asp>
For more information, contact a CDW account manager.

Human Resources UPDATE DGB-September 17, 2013

FILLED

1. **Data Analyst** – Gail Campbell starts October 1, 2013. Gail received her Bachelor of Science from Colorado State University and her Master of Arts from New Mexico State University.
2. **Network and Systems Administrator** – Mark Juzwiak started September 3, 2013. Mark received his Bachelor of Science from the University of Phoenix and his Master of Science from Western International University
3. **Marketing Writer** – Michael Nilsson started August 26, 2013. Michael received his Associate of Arts degree from Eastern Arizona College and his Bachelor of Arts from Northern Arizona University.
4. **Interim Business Faculty** – Jennifer Bishop started August 26, 2013. Jennifer received her Bachelor of Science from Arizona State University and her Master of Education from Northern Arizona University.

OPEN

5. **Assistant to the Campus Manager (part-time)** – LCC – Closed July 22, 2013; 11 applicants
6. **Career Coach** – Closed June 14, 2013; 23 applicants
7. **IS Tech 1** – Closed August 9, 2013; 21 applicants
8. **Faculty in Business** – Closes November 15, 2013; 6 applicants
9. **Faculty in Business and Computer Information Systems** – Closes October 15, 2013; 19 applicants
10. **Head Librarian** – Closes September 27, 2013; 1 applicant
11. **Purchasing and Fixed Asset Specialist** – Closed August 14, 2013; 10 applicants
12. **Springerville Center Manager** – Closes September 20, 2013; 4 applicants
13. **Whiteriver Center Manager** – Closes September 27, 2013; 2 applicants
14. **Systems Analyst** – Closes September 20, 2013; 2 applicants
15. **Faculty in Cosmetology** – Closes September 27, 2013; no applicants

