

OUR MISSION

Northland Pioneer College
creates, supports
and promotes
lifelong learning.



Northland Pioneer College

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

PUBLIC NOTICE OF NONDISCRIMINATION: Northland Pioneer College does not discriminate on the basis of race, color, national origin, veteran status, religion, marital status, gender, age or disability in admission or access to, or treatment or employment in its educational programs or activities. District grievance procedures will be followed for compliance with Title IX and Section 504 requirements. The Affirmative Action Compliance Officer is the Director of Human Resources, 2251 E. Navajo Blvd., Holbrook, Arizona 86025, (800) 266-7845. The Section 504 Compliance Officer is the Coordinator of Disability Resource and Access, 1001 W. Deuce of Clubs, Show Low, Arizona 85901, (800) 266-7845. The lack of English language skills will not be a barrier to admission and participation in vocational education programs. Revised 9-12-14

Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will hold a regular District Governing Board Meeting open to the public on **October 21, 2014 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 may be posted up to 24 hours prior to the meetings. Copies of the meeting agenda may be obtained through the Office of the President, Northland Pioneer College, Painted Desert Campus, 2251 E. Navajo Blvd., Holbrook, AZ, telephone (928) 524-7418 or (800) 266-7845 Ext. 7418, at least 24 hours in advance of the meeting. If any disabled person needs any type of accommodation, please notify 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 20th day of October 2014, 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. KWKM RADIO
9. WHITE MOUNTAIN RADIO
10. NPC WEB SITE
11. NPC ADMINISTRATORS AND STAFF
12. NPC FACULTY ASSOCIATION PRESIDENT
13. NPC CLASSIFIED AND ADMINISTRATIVE SUPPORT ORGANIZATION PRESIDENT
14. NPC STUDENT GOVERNMENT ASSOCIATION PRESIDENT

Governing Board Meeting Agenda

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

Date: October 21, 2014

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

Item	Description	Resource
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
	<small>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.</small>	
4.	Reports:	
	A. <u>Financial Position</u>	Vice President Hatch
	B. <u>Human Resources</u>	Director Hokanson
	C. HLC Assurance	Director Wasson
	D. CASO	Margaret White
	E. NPC Faculty Association	FA Representative
	F. NPC Student Government Association	Joshua Rogers
	G. NPC Friends and Family	Betsyann Wilson
5.	Consent Agenda (Action)	Chair Handorf
	A. September 16, 2014 <u>Regular Board Minutes</u>; September 16, 2014 Executive Session Minutes	
	B. Dual Enrollment Intergovernmental Agreement between the Navajo County Community College District and <u>Heber-Overgaard USD</u>	
6.	Old Business: None	
7.	New Business:	
	A. Review of <u>Policy 1075</u> - Board Self-Evaluation	President Swarthout
	B. Revision of <u>Policy 1030</u> Policy Creation and Review (Action)	President Swarthout
	C. First Read for revision or review: <u>Policy 1007, Policy 1010, Policy 1015, Policy 1020</u>	President Swarthout
	D. Review of <u>College Bound</u> Scholarships	Vice President Vest
	E. Request to Approve <u>Apache County IGA</u> (Action)	Vice President Hatch
	F. Review of <u>NPC Foundation Audit</u>	Vice President Hatch
	G. Review of Show Low <u>Auto Shop</u> Lease	Vice President Hatch
	H. <u>NATC Facility Agreement</u> (Action)	Vice President Hatch
8.	Standing Business:	
	A. Strategic Planning and Accreditation Steering Committee Report ..	Vice President Vest
	B. President's Report	President Swarthout
	C. DGB Agenda Items and Informational Needs for Next Meeting	Chair Handorf
9.	Board Report/Summary of Current Events	Board Members
10.	Announcement of Next Regular Meeting November 18, 2014	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.



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NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period

July 1, 2014 to August 30, 2014

Budget Period Expired 17%

Tax Supported Funds				
General Unrestricted				
Current Month				
	Budget	Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	14,035,753	48,231	123,476	1%
State Aid:				
Maintenance and Operations	1,618,200		404,550	25%
Equalization	5,283,300		1,320,825	25%
Tuition and Fees	4,500,000	386,332	1,409,034	31%
Investment earnings	140,000	3,086	10,541	8%
Grants and Contracts	1,800,000	13,781	13,781	1%
Other Miscellaneous	200,000	16,588	24,882	12%
Transfers:	(2,750,000)	(166,667)	(593,394)	22%
TOTAL REVENUES	\$24,827,253	\$301,351	\$2,713,694	11%
EXPENDITURES				
Salaries and Wages	17,335,284	1,135,613	1,919,937	11%
Operating Expenditures	8,243,969	275,338	1,031,530	13%
Capital Expenditures	248,000	7,936	53,553	22%
TOTAL EXPENDITURES	\$24,375,381	\$1,418,887	\$3,005,020	12%
Unrestricted Plant				
Current Month				
	Budget	Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital	375,400		93,850	25%
Other Miscellaneous				
Transfers:	2,000,000	166,667	333,333	17%
TOTAL REVENUES	\$2,375,400	\$166,667	\$427,183	18%
EXPENDITURES				
Salaries and Wages				
Operating Expenditures				
Capital Expenditures	7,775,400	333,762	629,448	8%
TOTAL EXPENDITURES	\$7,775,400	\$333,762	\$629,448	8%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period July 1, 2014 to August 30, 2014

Budget Period Expired 17%

Restricted and Auxiliary Funds

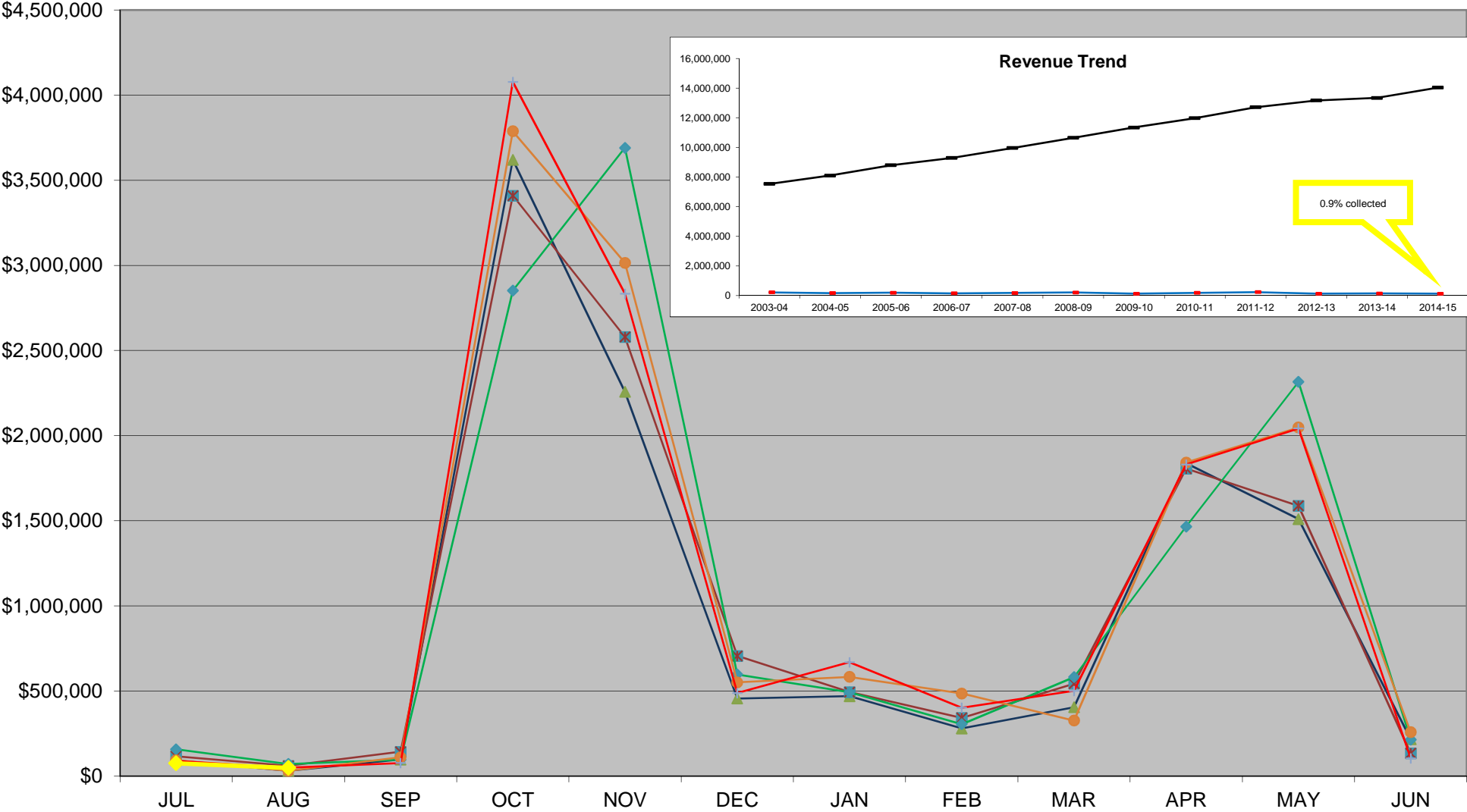
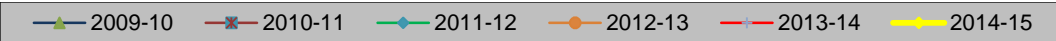
	Restricted			
	Budget	Current Month		%
		Actual	Y-T-D Actual	
REVENUES				
Grants and Contracts	6,400,000	775,748	1,069,558	17%
Donations				
Transfers:	600,000		231,792	39%
TOTAL REVENUES	\$7,000,000	\$775,748	\$1,301,350	19%
EXPENDITURES				
Salaries and Wages	1,234,614	108,986	193,340	16%
Operating Expenditures	5,665,386	403,795	1,094,865	19%
Capital Expenditures	100,000		13,145	13%
TOTAL EXPENDITURES	\$7,000,000	\$512,781	\$1,301,350	19%

	Auxiliary			
	Budget	Current Month		%
		Actual	Y-T-D Actual	
REVENUES				
Sales and Services				
Bookstore	100,000	61,918	68,346	68%
Other	400,000	43,138	66,547	17%
Donations				
Transfers:	150,000		28,269	19%
TOTAL REVENUES	\$650,000	\$105,056	\$163,162	25%
EXPENDITURES				
Salaries and Wages	424,551	35,038	60,456	14%
Operating Expenditures	225,449	5,755	38,444	17%
Capital Expenditures				
TOTAL EXPENDITURES	\$650,000	\$40,793	\$98,900	15%

Cash Flows

Cash flows from all activities (YTD)	\$4,605,390
Cash used for all activities (YTD)	\$5,034,718
Net Cash for all activities (YTD)	(\$429,328)

Monthly Primary Property Tax Receipts



Human Resources UPDATE
DGB-October 21, 2014

FILLED

- 1. Assistant to the Campus Manager – WMC – 20 hours. Stephanie Goodman started October 16, 2014. Stephanie received her Associate of General Studies degree from Northland Pioneer College.**
- 2. Records and Registration Clerk – Rebekah Wilson will take over the duties of Anna Terry and Rebekah's position will be advertised.**
- 3. Systems Technician – Ian Graham moved from his position as IS Support Technician.**

OPEN

- 1. Wireless Network Engineer – Closed September 21, 2014. 16 applicants.**
- 2. Grant Accountant – Closed October 17, 2014. 7 applicants.**
- 3. Coordinator of Administrative Systems Support – Closes October 21, 2014. 2 applicants.**

INTERNAL POSTINGS

- 1. Assistant to the Campus Manager - LCC – 20 hours. Closed September 25, 2014. 2 applicants.**
- 2. Director of Enrollment Services – Closed October 20, 2014.**
- 3. Director of Student Services – Closed October 20, 2014.**
- 4. IS Support Technician – Closed October 5, 2014. 1 applicant.**
- 5. Center Manager – Hopi – Closed October 10, 2014. 1 applicant.**

Navajo County Community College District Governing Board Meeting Minutes

September 16, 2014 – 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: Ann Hess, Everett Robinson, Ryan Rademacher, Stuart Bishop, Betsyann Wilson, Sharon Hokanson, Beulah Bob-Pennypacker, Tamara Martin, Margaret White, Peggy Belknap, Barry Williams, John Spadaccini, Matt Weber.

Agenda Item 1: Call to Order and Pledge of Allegiance

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

Agenda Item 2: Adoption of Agenda

Mr. Lucero moved to adopt the agenda as presented. Mr. Matteson 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.

4.B. Human Resources – Sharon Hokanson

Director Sharon Hokanson reviewed the Human Resources report to the Board.

4.C. NPC CASO

Margaret White addressed the Board and stated CASO members Sandy Manor and Margaret White will be serving on SPASC. Ina Sommers will serve on College Council. There will be a CASO meeting this Friday to plan the year, to include salary ideas, team building and fundraising ideas. CASO maintains both a student emergency and a scholarship fund, and \$500 was awarded to an at-risk student. Two \$500 scholarships will be offered this fall with funds raised through chocolate bar sales. Margaret White gave a bar to each of the Board members and executive staff.



4.D. Faculty Association

Ryan Rademacher addressed the Board and stated the first Faculty Association meeting was held and the Faculty Association went over faculty committee assignments and fully staffed committees for the year. Also, it was decided that the Board reports will be done by different faculty on a rotating basis. Faculty have decided to use Qualtrics survey software to make sure all faculty are able to provide input on areas such as compensating instructors for the summer, load flexibility over the year, implications of recent legislation competency based programs, and distance education issues. The Association has a goal of collecting \$2500 in dues to be used for student scholarships. The Faculty Association has made the recommendation to limit probationary faculty on committees. Gary Mack will be president, Tracy Chase secretary, and Kenny Keith will remain treasurer.

4.E. NPC Student Government Association

None.

4.F. NPC Friends and Family – Betsyann Wilson

Betsyann Wilson addressed the Board and stated the mission of Friends and Family is to provide education for the community members in the District. She stated that NPC students are coming from behind due to their challenges but with the help of NPC are able to get ahead. Financial factors are the biggest shortcomings NPC students face and so there are three events coming up that will be raising funds for student scholarships.

First, Pedal the Petrified 2 at the Petrified Forest, it is a bike tour. Pedal the Petrified was started as a 40th Anniversary event and will be a growing to continue to raise scholarship money. The Pro-Am Golf Tournament in July will be repeated on July 27th and 28th, 2015. This time there will be 9-12 slots for local players. Donations for the Pro-Am will hopefully come from corporate sponsors as to not burden local small businesses. Local businesses will be asked to sponsor the T-boxes at \$100 each. Also, Arizona Gives Day is on April 7, 2015.

Bylaws for NPC Friends and Family were rewritten, stating that the Friends and Family Board will represent all the communities NPC serves. Ms. Wilson stated that representation from faculty, students, and staff is being sought as well. She invited everyone to attend the next Friends and Family meeting on September 17 on the College's audio system.

Agenda Item 5: Consent Agenda

A. August 19, 2014 DGB Minutes

Chair Handorf stated she wanted the minutes to reflect that at the end of Betsyann Wilson's presentation to the Board on August 19, 2014, she congratulated her on her presentation and expressed her appreciation for her transparency.

*Mr. Matteson made a motion to approve the minutes from August 19, 2014 with the stated change. Mr. Peaches seconded. Mr. Lucero abstained. **The motion passed with a majority vote.***

B. IGA for Show Low USD; and Round Valley USD



*Mr. Matteson made a motion to approve the Intergovernmental agreements with Show Low USD, and Round Valley USD. Mr. Lucero seconded. **The vote was unanimous in the affirmative.***

Agenda Item 6: Old Business

6.A. None

Agenda Item 7: New Business

7.A. Request to Approve Award of Website Redesign

Vice President Hatch stated that a Request for Proposal was issued in July to improve the College's website design to make all pages usable with Drupal 6. Twelve bids were received. Vice President Hatch reviewed the summary and evaluation form with the Board. The process of evaluating a response on more criteria than just price was reviewed for the Board. Vice President Hatch stated staff recommends the contract be awarded to Open-Sourcery, at a total cost of \$77,250. Funds are budgeted for this project and it supports the strategic plan.

Mr. Matteson commended the evaluation process, stating that too often price is the only consideration for projects awards. The only change he would recommend is to narrow down the process to the top three bids and then have oral interviews. Ann Hess stated that no interviews took place as the College has done business in the past with the top three companies.

Mr. Lucero asked when the website was last updated. Ann Hess stated it has been six years since an update was done.

*Mr. Matteson made a motion to approve the award of the website redesign to Open Sorcery, at a total cost of \$77,250. Mr. Lucero seconded the motion. **The vote was unanimous in the affirmative.***

7.B. Request to Approve Award of Reroofing and Mechanical Install

Vice President Hatch stated that in August the Board approved a request to pre-purchase the mechanical equipment for this project. This item is for the construction portion of the reroofing and for the mechanical equipment installation. The College only received two bids, however, both were close in price. The low bidder is the company that did this project on six other NPC buildings in the past, and their level of work was good, and the price was reasonable. This project is currently in the budget. Staff recommends that the project award be given to Edge Construction for \$298,073.

Mr. Matteson clarified that the mechanical equipment installation was clearly stated in the contract. Vice President Hatch stated it was.

*Mr. Matteson made a motion to approve the award to Edge Construction for the reroofing and mechanical install of the HVAC system for the amount of \$298,073. Mr. Lucero seconded the motion. **The vote was unanimous in the affirmative.***



7.C. Request to Approve Concrete Barrier Purchase for NATC

Vice President Hatch stated that in May of 2014 the Board approved the purchase of 45 barriers at NATC and these were installed. Additional barriers would help with safety and traffic flow and so staff recommends the purchase of up to 35 additional 6' Jersey barriers for NATC. State appropriated funds will be used. These barriers, as the previous ones, will be purchased from Reidhead Sand and Rock, not to exceed \$3,500.

Mr. Matteson made a motion to approve the purchase of concrete Jersey barriers from Reidhead Sand and Rock, for a total cost not to exceed \$3,500. Mr. Winslow seconded the motion. Mr. Lucero dissented. The motion passed with a majority vote.

7.D. Request to Approve White Mountain Campus Easement and Property Dedications

Vice President Hatch stated that parking that was developed a few years ago at the White Mountain Campus has required the College to address storm water detention options. The best location for storm water detention lies in part over a City of Show Low easement.

In 1980, the College granted a roadway easement to the City of Show Low for the purpose of a possible future intersection at south 8th Avenue and the Deuce of Clubs. The City of Show Low was asked to abandon the easement and they did so, but have requested that the College include a grant of a 16' wide sewer easement for an existing sewer line going through the property. In addition, staff recommends dedication of both 8th Avenue and Whipple Road as roadways. Current easements exist that allows the City to have these roadways in place but the City is requesting a formal dedication. Vice President Hatch showed the Board a map and indicated the area in question.

Staff recommends the Board approve a grant of sewer easement and dedication of public right-away as described in the exhibits presented for public purposes, to the City of Show Low and in connection with the abandonment of a one-acre roadway easement by the City with authorization for the President of the College to sign all the legal documents.

Mr. Matteson stated he wanted it noted that when Tetra Tech submitted the legal property descriptions they did not seal their submissions as required by state law. Staff indicated that the legal descriptions would include a Certificate of Authorization seal prior to recording.

Mr. Matteson made a motion to approve the White Mountain Campus easement and property dedication to the City of Show Low. Mr. Lucero seconded the motion. The vote was unanimous in the affirmative.

7.E. First Read: Revision of Policy 1030 – Policy Creation and Review

President Swarthout presented a first read for possible revision of Policy 1030 on Policy Creation and Review. She stated that there was already a small Policy 1030 for the Board, and this is just an expansion and clarification of why it's important for the Board to review its policy. President Swarthout asked for comments from the Board and stated it will receive a final read at the October board meeting.



7.F. Review of Procedure 2030 - Board Creation and Review of District Governing Board Procedures

President Swarthout stated that Procedure 2030 requires development of a new procedure which is not for Board approval but is asking the Board to comment on. This procedure directs how the president will help the Board develop and maintain a policy and procedure review. It reflects a three-year cycle of sections of policy that will be reviewed on a regular basis, and will reflect “reviewed only,” “revised,” or “new” on each policy so that the public and other Board members can recognize that review has taken place.

7.G. Review of Procedure 2556 – Sexual Misconduct

President Swarthout stated that the federal requirements of The Clery Act and The Violence Against Women Act has resulted in Procedure 2556 changes, and were developed to show a good faith effort to have this done at this point in time. The College has worked with all ten community colleges and attorney Don Peters to help develop a common procedure framework that left enough room to tailor to individual institutions.

Mr. Matteson stated he went over this procedure particularly thoroughly as he wanted to make sure this procedure would be effective, and he felt that it was.

Mr. Winslow asked if the procedure addressed the issue of use of social media as far as sexual harassment. President Swarthout stated it does, but as there are expected revisions to federal laws in the next legislative congressional session, there would most likely be more to address in the area of social media.

Vice President Hatch stated that the stalking definition within the procedure indicates that email, text messages, and other digital correspondences that are unwanted, are addressed through the procedure. President Swarthout stated that this procedure did not go out to the College as the procedure on procedure calls for as it is statutorily required.

7.H. Request to Approve Revision of Policy 1000; Procedure 2000

President Swarthout stated Policy 1000 delegates to the president of the college the authority to see that the procedures, as outlined by the Navajo County Board of Supervisors, are followed in the election of new Board members. There were no suggested changes for this policy. Chair Handorf asked what is done when a board members leaves the Board. President Swarthout stated that another procedure addresses that issue.

Mr. Matteson moved to approve Policy 1000; Procedure 2000. Mr. Peaches seconded the motion. Mr. Lucero abstained. The motion passed with a majority.

7.I. Request to Approve Revision of Policy 1085; Procedure 2010, 2015, 2020, 2025, 2030, 2035



President Swarthout stated there were only minor changes to Policy 1085.

*Mr. Matteson moved to approve Policy 1085 and associated Procedures 2010, 2015, 2020, 2025, 2030, and 2035. Mr. Winslow seconded the motion. **The vote was unanimous in the affirmative.***

7.J. Review of Title III Technology Survey Results

Director Eric Bishop addressed the Board and stated every year Information Services does a technology survey that is presented to the Board for board review. Students, staff, and faculty provide feedback in the survey about technology at NPC and the grant. Although the grant is referred to as Title III, the actual title is Project Eagle in which EAGLE stands for Equitable Access to Gainful Learning Experiences. The key findings are in summary, the first being that connectivity of students and their devices is as important as providing computers to students. Satisfaction of technology by students has been fairly stable for the last four years, and they appear to be more pleased and satisfied with improvements. Teaching and learning are becoming more reliable and it appears as though students and faculty are using technology less at home. Director Bishop reviewed the survey outcomes with the Board.

7.K. Review of NATC Audit

Vice President Hatch reviewed the NATC financial statement audit with the Board. This audit will be folded into the College's financial statements as required by the Office of the Auditor General. Mr. Lucero asked if even though folded into the College's audit, it will still remain separate. Vice President Hatch stated it will remain separate. The College has always treated component units as separate reports.

Mr. Matteson asked if the utilization of the cash balance was a reflection of contracts that were recently issued. Vice President Hatch stated it is a reflection of the costs associated with the Greater Arizona Development Authority (GADA) loan repayment. If NATC didn't have the loan repayment, the cash would not go nearly as quickly, and is close to being balanced, but the outstanding \$300,000 for the loan is being paid. Mr. Matteson asked if the recent contracts that were issued were all funded from the state money. Vice President Hatch stated they were, and that accounting actually shows up in the College's statements because the money was given to the college and is expended out of college funds.

7.L. Review of Student Progress and Outcomes Report

Vice President Vest stated that four years ago all of Arizona community colleges came together and agreed upon a set of 30 key performance indicators that would be evaluated each year. There's not a lot of longitudinal data from this yet. The summary says two reports are attached, but only student outcomes and progress reports were actually attached. What was missing was the district outcomes report. Mark Vest had Vice President Hatch pull up this report on the screen and went over it with the Board. Vice President Vest stated that the District outcomes report is a better one as it pulls NPC's data out and compares it on average to other Arizona colleges.



Mr. Matteson stated in reading the first report he felt the data was so aged that it was nearly meaningless, as well as disappointing as NPC didn't look too good on paper at that time.

Vice President Vest stated that it's clear that the College has made some significant progress in some areas. He reminded the Board that the key performance indicators were agreed upon by all the community colleges but some indicators don't have a lot of relevance to the College. NPC's university transfer numbers are going to be lower than other community colleges in urban areas and wealthier counties. President Swarhout pointed out that this District is the only district that does not have a physical university present within its boundaries.

Vice President Vest reviewed the almost 18% decline in enrollment at community colleges across the state with the Board.

7.M. Executive Session

As allowed in ARS 38-431.03(A)(3) and ARS 38-431.03(A)(3) the Board moved into executive session at 11:25 a.m. upon a *unanimous vote in support of a motion by Mr. Matteson and a second by Mr. Lucero.*

The Board moved out of executive session at 12:22 p.m. *upon a unanimous vote in support of a motion by Mr. Matteson, and a second by Mr. Lucero.*

Chair Handorf called the Board back into regular session at 12:57 p.m.

7.N. Request to Approve Apache County Intergovernmental Agreement

President Swarhout stated next on the agenda was a request to approve the Apache County IGA.

Mr. Winslow made a motion that NPC administration continues negotiations with Apache County with the goal of a signed IGA by October 14, 2014 in preparation for District Governing Board action at their October 21 meeting. In absence of a signed IGA by October 14, 2014 NPC will have no option but to phase out services in Apache County. Mr. Lucero seconded.

Mr. Lucero stated he was voting for the motion but wanted to note that he thought that time-frame should be shorter since Navajo County money is being spent in Apache County with no hope of recovery without an IGA.

The vote was unanimous in the affirmative.

Agenda Item 8: Standing Business

8.A. Strategic Planning and Accreditation Steering Committee (SPASC) Report – Vice President Vest

Vice President Vest stated SPASC is in process of redesigning and implementing a new strategic planning and operational planning process. SPASC has begun informing the College at the end of each meeting of changes, decisions, and progress. Criterion teams are assigned to each of the Higher Learning Commission criteria to evaluate the College on compliance in each criterion and also to make recommendations on how the College can strengthen the College position in



relation to the criteria. Criterion I, related to college mission, made a report stating that the College is in compliance but that there are things to be done to improve. A series of recommendations were sent to President Swarthout. One of the recommendations was that the Board review the mission once every two years at the spring retreat.

Also, the Quality Initiative requirement for the accreditation cycle is being implemented. SPASC has identified and invited a Quality Initiative Writing Team to the upcoming SPASC meeting on Friday. A timeline and general direction for the writing team will be discussed at that meeting.

Mr. Winslow asked if the QI writing team is made up of College employees. Vice President Vest stated it was, and that participation requests were made from across the College. The team is composed of new and veteran employees from multiple locations and includes both faculty and all levels of staff. Mr. Winslow asked if it is in fact a design team. Vice President Vest stated it was. Mr. Winslow asked how completing this project relates to the next budget cycle. Vice President Vest stated that the Quality Initiative will not take place only during one budget cycle, as it will be a multi-year effort. It's too early to know whether or not the implementation will be done by the upcoming budget cycle, but SPASC certainly would hope to have a finished product from the writing team prior to the holidays.

President Swarthout stated another piece that may have impact on the budget cycle for several years is the College has been accepted in the Higher Learning Commission Completion and Retention Academy, which is a four year effort.

8.B. *President's Report* – President Swarthout

President Swarthout stated the Leadership Academy participants will start Friday. There were fifteen applicants, and ten were randomly chosen. All ten participants will attend a Board meeting as part of the Academy.

NPC has become a dues paying member of the Navapache Administrators Association. Matt Weber from NAVIT and President Swarthout will be co-presenting on high school to college topics. It is very positive to be at the table with superintendents from Navajo and Apache Counties.

Pedal the Petrified is on Saturday, there are 97 riders registered.

President Swarthout wanted to note that with the recent passing of Senator Crandell, the welding staff produced a memorial for Senator Crandell that was beautifully done. President Swarthout passed around a picture of the memorial to the Board.

8.C. *Agenda Items/Informational Needs*

Mr. Lucero requested the auto shop lease in Show Low and the NATC lease be put on the agenda under planning in October. Mr. Lucero stated he will write up a summary and send it to Lisa Jayne for the Board packet before the next meeting. Mr. Winslow requested a report on the College Bound scholarships.



Agenda Item 9: Board Report/Summary of Current Event

Mr. Matteson thanked Dr. Swarthout for having the right-of-way cleaned up in front of the White Mountain Campus. Chair Handorf stated the fall festival will be the last Saturday of the month in Pinetop, and will include the chorale, a car show, and a parade.

Agenda Item 10: Announcement of Next Regular Meeting: Board Retreat October 15, 2014 at SCC Performing Arts Center, DGB October 21, 2014.

Agenda Item 11: Adjournment

The meeting was adjourned at 12:39 p.m. upon a motion by Mr. Winslow, 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
HEBER-OVERGAARD UNIFIED SCHOOL DISTRICT NO. 6**

This Intergovernmental Agreement ("Agreement") is entered into this 8th day of July, 2014, between Navajo County Community College District, ("College"), and Heber-Overgaard Unified School District, ("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, 2015 ("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 Course 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.

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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. Ken Van Winkle, Superintendent
Heber-Overgaard Unified School District
PO Box 547
Heber, Arizona 85928

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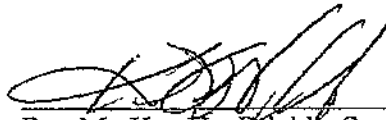
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COLLEGE

SCHOOL DISTRICT

By: Dr. Jeanne Swarhout, President
Title: President


By: Mr. Ken VanWinkle, Superintendent
Title: Superintendent

Date

Date

7/7/14

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.

THE LEDBETTER LAW FIRM, PLC

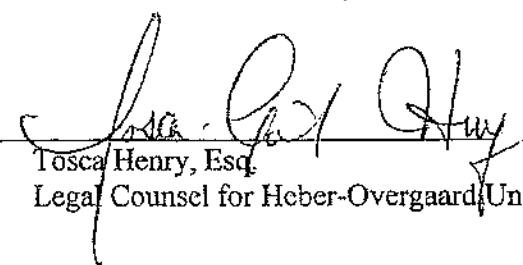
By: 
Tosca Henry, Esq.
Legal Counsel for Heber-Overgaard Unified School District No. 6

EXHIBIT A

FINANCIAL PROVISIONS

Fill in the blanks. If the information is not applicable, indicate NA in the blank. Additional directions for completing this form are in italics.

1. INSTRUCTORS

Instructors shall be provided as follows: *(Check the appropriate line)*

School District shall provide and pay all instructors.

College shall provide and pay all instructors.

Each party shall provide and pay for instructors as follows: _____

2. PAYMENTS TO THE SCHOOL DISTRICT

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Ten Dollars (\$10) per credit hour for each properly enrolled student, capped at One Hundred Dollars (\$100) per credit hour for each course. Invoices from the District to the College shall be based on College course rosters and include the information listed in Exhibit B of this Agreement.

3. PAYMENTS OF TUITION AND FEES/COSTS TO THE COLLEGE

TUITION:

College tuition is Sixty Six Dollars (\$66) per credit hour for each in-state student and Three Hundred Fifteen Dollars (\$315) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

ADDITIONAL FEES AND/OR COSTS:

Set out below are additional fees and costs and, for each, a designation as to whether the School District or student is responsible for payment of each fee or cost.

Fees and Costs (including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost.</i>		
1. Media Fee	District	Student	<input checked="" type="checkbox"/>
2. Course Fee	District	Student	<input checked="" type="checkbox"/>
3.	District	Student	

COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

School District is responsible for payment of tuition to the College.

Each student is responsible for payment of tuition to the College.

For tuition and fee/cost payments required to be made by the School District to the College:

A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and

UB

B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

For any tuition and fee/cost payment required to be made by a student to the College, the College shall establish an individual billing account for that student and the billing for such tuition and/or fees and costs shall occur in accordance with College policies and procedures.

5. FINANCIAL AID

Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program.

If tuition and/or additional fees and costs are the responsibility of individual students, a student will be eligible for tuition and fee and cost scholarships in compliance with College policies and procedures.

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

The School District and College shall send invoices to the other to the attention and at the address listed below no later than thirty (30) days after the end of each semester. Each invoice shall detail any payments due. Payments shall be due within thirty (30) days of receipt of an invoice.

Invoices to be sent to the College:

Northland Pioneer College
ATTN Accounts Payable
PO Box 610
Holbrook, AZ 86025

Invoices to be sent to the School District:

Heber-Overgaard Unified School District
ATTN: Business Office
PO Box 547
Heber, AZ 5928

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$ 1,646,600

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

0

Amount School District returned to College:

(Specify percentage or dollar amount)

0

EXHIBIT B

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

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

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

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

COURSE	TITLE	CREDITS	SEMESTER	INSTRUCTOR
MAT221	CALCULUS I	4.00	SPRING	HONSINGER, R
CON110	PLAN READING	3.00	SPRING	SAMON, RICHARD
CIS117	2D COMPUTER DESIGN	3.00	SPRING	HOLLINS, KATHY
CIS119	PLAN LAYOUT & DESIGN	3.00	SPRING	HOLLINS, KATHY

REVIEW OF BOARD POLICY 1075 BOARD SELF-EVALUATION

Recommendation:

The following self-assessment tool was presented to the Board in May of 2014. With input from the Board the tool was further developed for board use. The following revision to Policy 1075 is recommended.

Policy 1075 District Governing Board's Self Evaluation

The Board will conduct a self-evaluation process annually in order to assess its effectiveness as a governing board, and individually as elected members. The District Governing Board, using the included evaluation instrument, will conduct a board self-assessment at the December District Governing Board meeting each year.



NORTHLAND PIONEER COLLEGE DISTRICT

District Governing Board Self-Evaluation

The Process:

- Each board member is encouraged to review the document and complete individual self-evaluation prior to meeting with the board as a whole.
- At the meeting, board members provide personal reflection and response. The numbers are added, divided by five, and a composite score (mathematical average) is assigned to the line item. An informal discussion of any item is initiated, at will, by any Governing Board Member. Comments are summarized and consensus is reflected in text.
- Items in the document were selected from the ACCT website and are consistent with the Powers and Duties of the Governing Board.
- ACCT recommends that Governing Board Members establish annual board goals. This is collaboratively accomplished during the GB review.

PROCESS FOR COMPLETION: As individuals, board members perform their individual self-rating. As a group, members share individual ratings to determine group indicator (mathematical average of each self-evaluations).

- O = 1** I (we) operate at an optimum level of performance.
- S = 2** I (we) operate at a sustainable level that is satisfactory to me as I review my performance and consider areas of strength/growth.
- G = 3** I (we) operate at an acceptable level, but my (our) growth in this area would lead to optimal performance.
- I = 4** I (we) suggest improvement for me (the board).

NORTHLAND PIONEER COLLEGE DISTRICT

District Governing Board Self-Evaluation

<u>BOARD ORGANIZATION</u>	<u>Rating</u>
1. Board members uphold the final majority decision of the board.	_____
2. The board considers and respects minority opinions.	_____
3. Board members understand that they have no legal authority outside board meetings.	_____
4. Board members represent board policy in responding to public and employees.	_____
5. Additional item(s) may be added if suggested by GBM	_____

POLICY AND POLICY DIRECTION

1. The board understands that the primary function of the board is to establish the policies by which the community college is to be administered	_____
2. The Board focuses on policy in Board Discussions, not administrative matters	_____
3. The board openly discusses issues and seeks the views of college constituents.	_____
4. The board is knowledgeable about the mission and purposes of the institution.	_____
5. The vision and goals of the institution adequately address community needs.	_____
6. The board spends sufficient time discussing the future direction of the college, and maintains a visionary focus during board discussions.	_____
7. Additional item(s) may be added if suggested by GBM	_____

Board members should continue to bring appropriate concerns to administration via their connections within the community and if applicable, request that policy-driven items be added to the monthly agenda.

NORTHLAND PIONEER COLLEGE DISTRICT

District Governing Board Self-Evaluation

<u>BOARD – PRESIDENT (CEO) RELATIONS</u>	<u>Rating</u>
1. The board and CEO have a positive, cooperative relationship that reflects mutual trust and respect.	
2. The board sets clear expectations for the CEO. The job description is current and accurate.	
3. The board has clear protocols for communicating with staff that include the CEO.	
4. The board clearly delegates the administration of the college to the CEO.	
5. Board members respect the role of the CEO as the link between the board and staff – and keep the CEO informed about contacts from/with the community and staff.	
6. The board encourages the professional growth of the CEO.	
7. The board and CEO work cooperatively to maintain a broad-based perspective.	
8. Additional item(s) may be added if suggested by GBM	

In instances when policy decisions may overlap administrative decisions, Board members should expect assistance and clarification.

<u>STANDARDS FOR COLLEGE OPERATIONS</u>	<u>Rating</u>
1. The board is knowledgeable about the educational programs and services of the college.	
2. The board requires and is involved in long-range fiscal planning.	
3. The board understands the budget document and the audit reports and recommendations.	
4. The board has a long-range facilities plan.	
5. Board policies adequately address parameters for facilities maintenance, appearance, safety, and security, and the board reviews the facilities with the CEO and staff annually.	
6. The board has policies that require fair and equitable employment processes, and is committed to equal opportunity.	
7. Additional item(s) may be added if suggested by GBM	

The Board continues to expect an annually updated facilities plan as well as opportunities to provided informed feedback on both short and long term goals.

NORTHLAND PIONEER COLLEGE DISTRICT

District Governing Board Self-Evaluation

INSTITUTIONAL PERFORMANCE

Rating

1. The board monitors the effectiveness of the college in fulfilling the mission, and requires the college to regularly evaluate program effectiveness.
2. The board regularly reviews reports on student learning outcomes, and demonstrates a concern for the success of all students.
3. The board understands state and federal accountability requirements, and reviews accountability reports to state and federal agencies.
4. Additional item(s) may be added if suggested by GBM

Board members have access to benchmarks from similar institutions as one measure of performance.

BOARD LEADERSHIP

Rating

1. The board understands and adheres to its roles, responsibilities, and a code of ethics.
2. Board members treat one another with respect and work together in a spirit of harmony and cooperation to accomplish the work of the board.
3. Board members are prepared for board meetings, and adequately studies agenda issues prior to the board meeting
4. Through its behavior, the board sets a positive example for the CEO and other employees.
5. The board understands the political implications of its actions, and considers the implications once a decision is made.
6. Additional item(s) may be added if suggested by GBM

ADVOCATING FOR THE COLLEGE

Rating

1. Board members are knowledgeable about the college, recognizing positive accomplishments and speaking positively about the institution in the community.
2. Board members are knowledgeable about state and national laws and educational policy issues.
3. Board members actively support the NPC foundation and its efforts.
4. The board understands and protects the academic freedom of the faculty, administration, staff, and students.
5. Additional item(s) may be added if suggested by GBM

NORTHLAND PIONEER COLLEGE DISTRICT

District Governing Board Self-Evaluation

<u>BOARD EDUCATION</u>	<u>Rating</u>
1. Board members are engaged in training and development, and are knowledgeable about the roles and responsibilities of trusteeship.	
2. The information requested by and provided to board members does not put an undue burden on staff.	
3. The board is knowledgeable about major social and economic trends and issues that affect the community college institution.	
4. Additional item(s) may be added if suggested by GBM	

SUMMARY OF DISCUSSION - OPEN-ENDED QUESTIONS

WHAT STRENGTHS DO WE HAVE AS A BOARD?

- **Diverse membership:**
Board members have a variety of career path and work-place experiences as well as broad-based and specific education in several academic areas. Common Courtesy and respect exists between and among all members of the Board.
- **Mutual Respect:**
Each Board member has a voice and individual perspectives are valued by the group.
- **Sense of Responsibility:**
Members understand and accept the responsibility as elective representatives in the communities, and to the community at large.

WHAT AREAS OF SPECIFIC IMPROVEMENT DO WE NEED TO ADDRESS AS A BOARD?

- **Budgeting:**
Members agree that continuous processing of budgetary strategies and processes is essential.
- **Communication:**
Members would benefit from increased opportunities to observe college programs and facilities. Regular and intermittent scheduling of same by administration is to be encouraged; members will participate as individual schedules allow.
- **Strategic Plan:**
Members are encouraged to continue to develop an understanding of the NPC Strategic Plan that addresses depth, as well as breadth.
- **More comprehensive understanding of facilities planning.**
- **Improve its knowledge of what NPC has to offer its constituencies.**
- **Extensive calendar of events, training s and activities to increase Board's ability to function as ambassador of the college.**

WHAT ARE THE MAJOR ACCOMPLISHMENTS OF THE BOARD IN 2014-2015?

- The Governing Board endorsed "Pay as you go" Capital Expenditures, avoiding debt and a secondary property tax.

NORTHLAND PIONEER COLLEGE DISTRICT

District Governing Board Self-Evaluation

- The Governing Board has continued to enthusiastically support the development of the Faculty Council and seek opportunities to recognize faculty and staff worthiness.
- Student Success reports have allowed the Governing Board to become more aware of celebrations and challenges faced by enrollees.
- All members participated in the Northern Arizona Legislative Summit (Flagstaff, 2013) and wholeheartedly support the continuation of this annual session.
- Fiscal management is excellent.
- Made classroom improvements at NATC
- Dedicated the new Skill Center at PDC.

NORTHLAND PIONEER COLLEGE DISTRICT

District Governing Board Self-Evaluation

WHAT AREAS WILL THE GOVERNING BOARD ADDRESS IN THE COMING YEAR (2015-2016)?

- Increase its understanding in all areas of trustee responsibilities.
- Wrestle with the issue of the Ownership and Operation of the NATC.
- Look carefully at the facilities plan and get further insight and give appropriate feedback. Board needs to see all sides of the facilities plan for all the campuses, both short and long term.
- Strive to have a more comprehensive understanding of facilities planning and to improve its knowledge about what NPC offers.

POINTS OF PRIDE:

- The Board is pleased about its relationship with the administration and staff. It values respectful questioning and communication, as well as the courteous and civil climate throughout its interactions with administration, staff, and each other.
- The Board is proud of the increased emphasis on curriculum and student success that continues to be promoted throughout the NPC community.
- The Board is thankful for the collaboration and partnerships that NPC enjoys within each campus-community as well as statewide and nationally under the leadership of Dr. Swarthout and enhanced by numerous members of the faculty and staff.
- The Board recognizes the positive significance of stable regional connections with the local workforce, Economic Development Agencies, and many employers throughout Navajo County.
- The Board sincerely appreciates the dedication of all employees at NPC who continue to provide quality education in spite of economic challenges.

THE GOVERNING BOARD OF NORTHLAND PIONEER COLLEGE HAS CONCERNS ABOUT:

- The significant decrease of appropriations to community colleges from the State of Arizona
- The challenge of continuing to provide quality education, in a manner affordable to students and property owners, in the current U.S. economic climate

REVISION OF BOARD POLICY 1030 POLICY CREATION AND REVIEW

Recommendation:

The president recommends the following revision to District Governing Board Policy 1030, Policy Review.

Policy 1030 Policy Creation and Review

It is the responsibility of the Board to provide leadership, guidance, and direction to govern the current and future affairs of the College. Toward this end, the Board deliberates and acts on matters of enduring significance to the College. Such actions, when approved by the Board, shall be articulated as statements of Board policy and shall be incorporated into a single, unified and comprehensive compilation of all Board policy statements.

- a. When articulating policy, the Board shall strive for brevity, clarity and continued expression of a positive and future-oriented tone.
- b. The Board may approve new Board policies or revise existing policies, with the exception of Board policies related to employee wages, benefits or working conditions, at any meeting by action of a majority vote of the entire Board. Upon the request of any member, action shall be deferred for one meeting.
- c. The Board, when approving new policies or revising existing policies related to employee wages, benefits, or working conditions, shall take action following a second reading of such policy.

It is intended that Board policies be living documents. Toward this end, all Board policies shall be reviewed on a regular basis to ensure that they continue to be pertinent. The president shall establish a procedure for the review and/or revision of Board policies.



**FIRST READ:
POLICY 1007-ACCREDITATION
POLICY1010-CONFLICT OF INTEREST
POLICY1015-DGB MEETINGS GENERAL SESSIONS
POLICY1020-EXECUTIVE SESSIONS**

Recommendation:

Staff recommends the following revision to District Governing Board Policy 1007. There are no revision recommendations for Policy 1010, Policy 1015, or Policy 1020.

Policy 1007 Accreditation

It shall be the policy of Northland Pioneer College to conform to the fullest extent possible with the accreditation requirements and guidelines of the ~~North Central Association of Colleges and Schools~~ Higher Learning Commission. All employees shall be under a continuing duty to comply with accreditation requirements, as they arise. (New 5/16/98)

Policy 1010 Conflict of Interest

No member of the Board shall directly or indirectly receive any compensation or derive any profit or gain by reason of his membership on said Board or by reason of services to the college district. (A.R.S. D 38-8466 and D 38-8467) (7/15/74)

Policy 1015 District Governing Board Meetings: General Sessions

All meetings at which three (3) or more members of the Board are present shall be public meetings. All minutes of such meetings as are required by law shall be properly and accurately recorded and open to public inspection, except as provided by policy concerning executive sessions. (A.R.S. 38-431.01) (Rev 4/21/92)



Policy 1020 District Governing Board Meetings: Executive Sessions

Executive meetings may be held subject to the following conditions:

1. Such sessions will be called only for purposes as outlined in A.R.S. 38-432.03.
2. Such sessions shall not be used to defeat the purposes as set by state law.
3. Such executive sessions may be called only by a majority vote of the members of the Board.
4. No official action will be taken.

(A.R.S. 38-431.03) (Rev 9/21/04)



Northland Pioneer College

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

COLLEGE BOUND AND FINISH LINE SCHOLARSHIP UTILIZATION

Summary:

Per District Governing Board request, below are the utilization statistics to date for the College Bound and Finish Line scholarship **programs:**

College Bound – 30 students (\$8,250)

Finish Line – 57 students (\$41,514 in tuition waivers)

College Bound statistics are for Fall 2014 semester only. Finish Line includes some Spring 2015 awards. Students could request Fall or Spring for Finish Line when making application. College Bound application is done on a semester basis. Spring 2015 College Bound data will be available after close of the second eight week course registration period in the Spring semester.

As anticipated, initial utilization has been small. We anticipate higher participation rates as information is better disseminated to students and parents.



Regular Meeting
Agenda Item 7E
October 21, 2014
Action

REQUEST TO APPROVE INTERGOVERNMENTAL AGREEMENT WITH APACHE COUNTY

Recommendation

Staff recommends approval of the Intergovernmental Agreement with Apache County as revised.

Summary

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

All adjustments made to the IGA approved by the Board in June 2014 have been tracked on the attached version of the IGA. As described in the agreement actual revenue and expenses are determined through a year-end analysis and payment adjustments are made following an annual analysis with an additional requirement to enter into cost-reduction discussions if the cost forecast for Apache County exceeds five percent of the IGA amount, which would be an excess cost of \$30,000.

The proposed IGA was approved by the Apache County Board of Supervisors on October 7, 2014.



Northland Pioneer College

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INTERGOVERNMENTAL AGREEMENT
NORTHLAND PIONEER COLLEGE PROGRAMS AND SERVICES
IN
APACHE COUNTY

This Agreement is entered into on the ____ day of _____, 2014 pursuant to A.R.S. §11-951, et seq., between the following public agencies for joint exercise of their powers;

1. Apache County (“County”)
2. Navajo County Community College District, doing business as Northland Pioneer College (“District”).

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

<u>AGENCY</u>	<u>STATUTES</u>
County	A.R.S. §15-1470 and A.R.S. § 11-201
District	A.R.S. §15-1470

The purpose of this Agreement is to provide community college programs and services, in Apache County. District programs and services are defined by the NPC Strategic Plan, the District budget and the District’s instructional and student services staffing capacity. This Agreement is authority for District to provide educational programs and services in Apache County through the strategic plan of the Apache County Higher Education Committee.

WHEREFORE, the parties agree:

- I. The Title of this Agreement is Intergovernmental Agreement, Northland Pioneer College Programs and Services in Apache County.
- II. This Agreement shall become effective on July 1, 2014, or upon the date it is signed by all parties, whichever is later unless that date is after July 20, 2014 in which case this Agreement is effective July 20, 2014. This Agreement shall continue to be binding upon all parties until ~~June 30, 2016~~December 31, 2015 unless terminated as provided in paragraphs ~~XI and XII~~ and XIII. Amendment may be made only upon execution of written amendment signed by the parties hereto. The parties agree to negotiate in good faith in the future for the provision of post-secondary education services in Apache County. 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 credit at the time of termination or notice thereof.
- III. The Apache County Higher Education Committee referenced herein is an appointed advisory committee established by the Apache County Board of

Supervisors by separate policy. This advisory committee's responsibilities are inclusive of the duties referenced below.

- IV. The District and the County agree that the County will reimburse the District for educational programs and services; recognizing that the District will receive incremental revenue, which include tuition, fees, contractual fees, operating State Aid, capital State Aid, federal aid, grants that include Apache County services, and net NAVIT funding in addition to the fees provided pursuant to this Agreement, to make the District whole for costs incurred as a result of providing services to Apache County. Expenditures by the District on behalf of Apache County are recognized to include Direct Expenses, which include all expenses in Apache County locations for Apache County educational programs and services; Indirect Expenses, which include incremental costs incurred in providing services to Apache County in the areas of institutional support, such costs to be assessed on an enrollment ratio basis; and Designated Expenses, which include institutional support expenses allocated on a basis other than enrollment. Attachment A summarizes the specific services District provides to County by department for Indirect Expenses designation. Attachment A is not intended to be exhaustive but describes the level of work appropriate in the Indirect Expense category. Attachment B is an overview of the data reporting that District will provide the Apache County Higher Education Committee; the attachment indicates types of data that will be reported and the twice-annual data reporting calendar. Additionally, the District will provide available data as requested by the County in order to assist with decision making and budget planning.

- A. IGA Funds: The County will pay to District for the provision of programs and services during the 2014-2015 academic year and the 2015-2016 academic year unless amended, \$600,000.00 each year, to be paid in two installments each year. This amount will be transferred to the District one half (1/2) (\$300,000.00) by November 30, 2014 and 2015 and the balance (\$300,000) by May 30, 2015 and 2016.
- B. IGA Supplemental Funds: For the 2014-2015 academic year unless amended an additional \$159,300 and an additional \$159,300 for the 2015-2016 academic year unless amended to include the compensation of the NPC/Apache County Coordinator and for the purchase of equipment, hardware and software which will be owned by the County but will be used, operated and maintained by the District pursuant to this Agreement in order to provide educational programs and services. The purchase of equipment, hardware and software are to be approved by the Apache County Higher Education Committee. Expenditures for operation and maintenance of equipment, hardware and software will be made by the District using the IGA Funds. Any equipment, hardware or software purchased with IGA Supplemental Funds that is intended to be connected through local area networks, wide area networks, or the internet to the District's resources must meet specifications of the District and must be

connected to District communication systems to receive maintenance services. The IGA Supplemental Fund monies will be managed by an appointed NPC/Apache County Coordinator through the direction of the Apache County Higher Education Committee, and the approval of the County. Some portion of the supplemental funds may be distributed directly to the District for the provision of additional programming and services but only after recommendation of the Apache County Higher Education Committee and specific approval by the County and the District.

- C. At the end of each fiscal year the parties will conduct an analysis of the programs and services along with associated costs provided under this Agreement. By ~~February 28th~~ December 31st of each year, the District will provide the County with an estimated analysis of services delivered and costs incurred thus far. Based upon the final analysis of associated costs the parties will adjust, in the subsequent fiscal year, the billings and payments under the Agreement so that, as appropriate, the County will be credited for any overpayment under the Agreement or the District will be paid for any shortfall in reimbursement for costs. If at any time estimated costs are forecasted to exceed the agreed upon IGA contribution by 5%, a planning meeting between the District and the County will be held to revise services as needed.
- V. Educational programs and services will include general education courses offered in a cycle in Apache County that will allow a student to meet the Arizona General Education Curriculum ~~A (AGEC-A)~~ requirements in two years using alternative delivery methods if on-site classes are not feasible. Career and Technical Education (CTE) Programs will include courses that will allow a student to complete the offered program certificate in a two year cycle. Attachment C outlines the courses expected to be provided by District to County for completion of the AGEC-A or B certificate. While District will make every effort to provide a two-year cycle of AGEC-~~A~~ courses, student enrollment may affect each semester schedule of the academic year.
- VI. If this Agreement is terminated without approval of a subsequent equivalent Agreement within 180 days, property leased solely for the purposes of this Agreement shall be disposed of by not renewing leases on buildings or property used for this program. Property purchased or owned by either party will remain the property of that party.
- VII. Additional programs and services may be requested by the County in consultation with the District and after a cost estimate and feasibility analysis has been provided by the District to the County, which cost estimate and feasibility analysis will be provided to the County within 90 days of the County request in writing. The addition or deletion of programs, along with additional funding requirements, will be a matter of discussion and mutual agreement between

County and District originating during needs assessment. Educational programs and services in Apache County will be consistent with appropriate governing statutes and regulations and will not jeopardize the accreditation status of the District with the Higher Learning Commission. Timelines for implementing programs and services changes will be based on the budget calendar of District.

- VIII. The District shall offer approved community college credit and/or non-credit courses when facilities, equipment, qualified instructional staff and funds are available, as recommended by the District and Apache County Higher Education Committee. However, the payments described above are only for credit courses as required by A.R.S. §15-1470(F).
- IX. The District will design non-credit courses and training with the goal of the programs becoming self-funding, however, the District and the County recognize the achievement of this goal may not be reached in a given fiscal year or Agreement period. The net cost of providing non-credit courses and training provided in Apache County through the NPC Business and Industry Coordinator and the NPC Community Education Coordinator will be accounted for through a separate category for these programs. The Apache County Coordinator will be kept informed of all proposed and delivered Business and Industry Training (BIT) programs in Apache County by the NPC BIT Coordinator and the Apache County Coordinator will forward all requests for BIT training to the NPC BIT Coordinator. The NPC BIT Coordinator and the Apache County Coordinator will annually prepare a written summary of BIT services delivered in Apache County and present the summary to the Higher Education Committee and NPC administration.

~~X. The District will include at a minimum a member of the Apache County Higher Education Committee in an advisory capacity, the NPC/Apache County Coordinator and/or an Apache County Center Manager on all hiring committees formed to hire personnel for regular full-time positions specifically assigned to Apache County. Unless specifically agreed to by the County, the District agrees that all hiring committees formed to hire personnel for regular full-time positions specifically assigned to Apache County will be constituted of a majority representation from Apache County, which may include; one or more members of the Apache County Higher Education Committee, the NPC/Apache County Coordinator and/or an Apache County Center Manager. An exception will be made when hiring full time faculty where content experts are required.~~

~~XI. Minimum class sizes shall be determined by the Apache County Higher Education Committee so as to allow autonomy by the Committee in determining when an important class should be offered despite a potentially smaller class size.~~

~~XII. This Agreement may be terminated by either party at the end of any fiscal year by providing written notice of the intent to terminate at least 60 days prior to the end of the then-current fiscal year.~~

~~XIII.~~ The parties acknowledge the applicability provisions of A.R.S. §38-511 which provides for the cancellation of contracts due to conflicts of interests.

~~XIV.~~ Each party agrees to indemnify and hold the other party harmless for any liability, cost or expense from claims arising from the negligence of the other party or its agents or employees arising under this Agreement. The District agrees to maintain casualty insurance naming the County as an additional insured, providing for replacement of any property which will become the County's upon termination of this Agreement. The District agrees to maintain liability insurance in the amount of \$1,000,000.00, naming the County as an additional insured, in order to protect the County from any liability arising from the District providing services under this Agreement. Any duty to indemnify under this Agreement shall be limited to such party's maximum insured liability.

~~XV.~~ The parties hereto agree that in the event of a conflict or dispute between them regarding the interpretation or implementation of this Agreement, that they will submit the matter to a qualified mediator to be agreed upon by the parties before filing any action in any court of this state or in federal court. The parties shall equally share the cost of the mediator; however, each party shall bear the costs of its presentation before the mediator, including attorney fees if the party desires to be represented by counsel at the mediation.

~~XVI.~~ The County and the District certify, by signing this Agreement, that neither party is involved with any business operations in Sudan pursuant to A.R.S. § 35-391.06, nor is either party involved with business operations relating to the Iran petroleum energy sector, as covered by A.R.S. § 35-393.06.

~~XVII.~~ Written notice shall be provided by sending the notice by first class mail to:

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For the County:

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

For the District:

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

Receipt of any notice shall be the date of deliver if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or three days from the date of postmark. The Parties agree to notify the other Party in advance and in writing of any change to that respective Party's notification of information.

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

Apache County, Arizona

Navajo County Community College District

By: _____
Jim Claw, Chairman
Apache County Board of Supervisors

By: _____
Jeanne Swarthout, President
Northland Pioneer College

APPROVED: This Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency.

By: _____
Attorney for the County

By: _____
Attorney for the District

Date: _____

Date: _____

ATTEST:

By: _____
Delwin Wengert
Clerk, Board of Supervisors

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

Date: _____

Date: _____

Attachment A

Indirect services provided to Apache County students

Department #	Department Name	Services
3250	Dean of CTE	Plan, budget, direct, implement and evaluate all departments and programs in the CTE Division that serve Apache County-Business, Community & Corporate Learning, Carl Perkins, Computer Information Systems, Cosmetology, Dual Courses at the High Schools, Industrial Maintenance & Operations and Welding. Faculty and adjunct faculty recruitment, approve qualifications, work assignments and supervision. Oversight of course schedules, department's annual reports, academic assessments activities and program reviews.
3260	Dean of Arts & Science	Scheduling of courses; Delivery of courses primarily through distance media (but some live courses including a significant amount of coursework at remote sites especially for TLC and ECD courses); Processing various paper work for students and faculty including travel forms, LOIs, student petitions, capacity overrides, scholarship applications for ECD, dual enrollment and so forth; Management of grants
3280	Dean of Nursing	Oversight of NAT course in SPE, hiring of adjunct faculties for NAT, and Allied Health course work including MDA, Nutrition, Medical Terminology, Health Law and Ethics, EMT and CPR/First Aid courses, scheduling by coordinators for EMS, NAT, and Allied Health, oversight, schedule development, purchasing, payroll, and budgeting by Dean's office.
4010	Dean of Students	Oversight of financial aid, records and registration, advising, veterans' services, career services, and enrollment processes; training and updates for center staff on enrollment processes, training for Apache Co advising staff, coordination of transcript and grade activities.
3500	Library/Audio Visual	Provides a range of academic research resources and services. Resources include books, eBooks, videos, print and online journals and newspapers, and access to computers and the Internet. Services include general reference and research assistance, information literacy instruction, circulation and account assistance, inter-campus and interlibrary loans, and academic test proctoring, as well as copying, printing, and fax services. Direct supervision of center Library Media Technicians. Manage Library Department operations and proctored academic testing services. Responsible for ordering and procuring capital assets and supplies and originating purchase requisitions. Perform negotiation of vendor contracts, website maintenance, collection development/maintenance, maintenance of the College Archives (print and online), cataloging and processing materials. Create/evaluate survey instruments. Provide training and create/manage training resources. Provide direct library services including information literacy instruction, reference/research, circulation, and computer assistance, interlibrary loan, printing, faxing, copying and proctoring of academic tests.

4020	High School Programs	Provide training and updates to high school staff; coordinate scheduling and enrollment processes with NPC deans, dual enrollment and NAVIT high school contacts; coordinate with NAVIT administration; provide placement testing services to local high schools; coordinate orientation and registration processes for dual enrollment and NAVIT.
4025	Career Services	Coordination of career and job fairs with local employers, recruitment of local employers for job placement services, interview and resume building services, alumni program development, mentoring program development, coordination of internship activities with faculty, development of leadership and job skill seminars.
4100	Admissions	Provide recruitment and program information to area high school students; participate in local recruitment fairs and programs; manage scholarship processes; identify and communicate with prospective students.
4150	Financial Assistance	Financial Aid Office provides services to all district wide locations to students, high school counselors and NPC Academic Advisors/staff. Services include assist potential students through the financial aid application process, determine eligibility and award eligible students, monitor and report to federal, state and local agencies. Provide a range of federal, state, institutional scholarships, student employment and private financial aid assistance to students to meet their cost associated with a college education.
4190	Registrar's Office	Processing of course forms for scheduling, review of degree audits for graduation, review of transfer credit, creation and processing of official transcripts and enrollment documents, service for veterans, online and telephone registration, retention and review of official student records, training of center staff on registration processes.
5010	District Governing Board	Governance and policy matters. Oversight of financial and personnel issues.
5030	Office of the President	District Governing Board communication, meetings and records; HLC accreditation; Shared governance; Strategic Planning; Community Outreach; All-college Forums and video meetings; Annual Reports, Lobbying; management of external college relationships; college committee meetings; supervision of executive staff and SBDC. Assure compliance with all state and federal statutes and requirements.
5060	VP, Administrative Services	Direct supervision of Center Managers and staff, Human Resources, Financial Services, Operations and Maintenance and all services connected to those departments. Oversight of all business and operational aspects of the institution including revenue and expenditure planning, budget development, risk management, financial reporting, state funding and operational concerns, contracts, purchasing. Liaison activities with Apache County Coordinator, legal counsel, district emergency management director.

5070	Information Services	Provide strategy, planning, project, and budget management for major information technology initiatives; Administer technical infrastructure units including Network Services, Technical Services, Administrative Systems Support; Manage data integration between systems; Manage the security of information; Perform auditing and monitoring of the security of the college's IT infrastructure;; Provide support for the college's Enterprise Resource Planning/Student Information System, related databases, and reporting tools; Manage college data centers; Maintain college-wide voice and data networks (wired and wireless, local area networks and wide area network); Provide internet access and security; Provide storage and processing capability for college applications; Maintain server infrastructure; Provide front-line support for software installation, maintenance, and repair of technology; Operate a help desk (Support Center) to accommodate student, faculty, and staff technology support needs; Manage the lifecycle replacement of all technology equipment and software; Support and monitor distance learning infrastructure.
5080	VP, Learning/Student Svcs	Direct supervision of academic deans and student services areas; administration of student code of conduct and student grievance processes, Community Outreach, direction of Instructional Council and strategic planning processes, student meetings, management of college scheduling and marketing efforts, coordination of college/NAVIT student activities, college orientation process oversight, graduation and completion ceremonies, oversight of all student service activities.
5100	Business Office	Responsible for accounting functions of the college including student billing, accounts payable, grant accounting and cash management.
5110	Payroll	Process and distribute payroll for all full-time staff, adjunct faculty, and temporary employees.
5120	Financial Services	Responsible for the budget, annual financial audits, and overall financial operations of the college. Supervises the Business Office, Purchasing, and Bookstore operations.
5200	Human Resources	Administer benefits for all full-time staff, adjunct faculty, and temporary employees. Provide hiring services and assistance for all open positions, including job posting, screening, interviewing, salary recommendation, contract preparation, benefits enrollment, etc. Provide other human resource services; i.e., employee relations, tracking, reporting, support, coaching, training, etc.
5350	General Institution	Property and liability insurance, legal review and resources, postage for intutional activities, tuition and fee waivers.
5550	Purchasing	Responsible for purchasing supplies, equipment and services for the entire college. Responsible for tracking new and existing capital assets including issuing asset tags and managing inventory.
5700	Printing & Duplicating	District-wide center for document handling services such as copying, scanning, laminating, binding, and printing of college materials.
5850	Institutional Effectiveness	Federal and State required reporting, ad hoc data requests. Research and survey support.

5920	Marketing & Public Relations	Production and mailing of class schedules and registration postcards. Production and supervision of www.npc.edu. Production of press releases, radio, TV and newspaper ads for NPC programs and locations. Production and printing of program brochures, booklets and catalogs. Management of social media sites, email marketing, texting and student awards and spotlights.
6100	Operations & Maintenance	Supervision, scheduling, and training of maintenance staff. Oversight of facility and equipment issues.

Attachment B: Proposed Data Tables and Delivery Schedule for Apache County

Table 1.

Enrollments in Apache County by Course and Term (3 Years, Rolling)

Term	Delivery Mode	Course Number	Course Name	Number of AC Students Enrolled at Census Date
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Table 2.

Students from Apache County Zip Codes Enrolling in Navajo County Courses, by Term (3 Years, Rolling)

Term	Zip Code	Course Number	Course Name	Number of AC Students Enrolled at Census Date
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Table 3.

Demographic Characteristics of Apache County Students

Term	Ratio of Male to Female Students	Ethnic Proportions	Age Distribution of AC Students
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Table 4.

Associate Degree Data (3 Years, Rolling)

Term	Zip Code	Degree Type	Number of AC Students in Progress	Number of AC Students Completing
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Table 5.

Certificate Data (3 Years, Rolling)

Term	Zip Code	Certificate Type	Number of AC Students in Progress	Number of AC Students Completing (start at page 10 on the PDF file)
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Attachment C

GENERAL EDUCATION COURSES Available by Mode of Delivery 2014-2016 at SPE and STJ Centers

DCE = DCE Classroom Environment; 3 of 4 channels available at STJ and SPE. Classes on channel not currently available in Apache County highlighted in yellow

CATEGORY	COURSE	COURSE TITLE	FALL 2014	SPRING 2015	FALL 2015	SPRING 2016
ENL/COMM	ENL 101	College Composition I	live @ SPE & STJ & DCE & Internet	live @ SPE & STJ	live @ SPE & STJ	live @ SPE & STJ
ENL/COMM	ENL 102	College Composition II	live @ SPE & DCE & Internet	live @ SPE & STJ	live @ SPE	live @ SPE & STJ
ENL/COMM	ENL 109	Technical Writing	DCE	DCE	DCE or DCE	DCE or DCE
ENL/COMM	SPT 120	Public Speaking	DCE			
MAT	MAT142		DCE	DCE	DCE	DCE
MAT	MAT152		DCE	DCE	DCE	DCE
MAT	MAT211			DCE		DCE
MAT	MAT221		DCE	DCE	DCE	DCE
ART/HUM	ART 101	Understanding Art	DCE		DCE	DCE
ART/HUM	ART 115	Art History I	DCE		DCE	
ART/HUM	ART 116	Art History II		DCE		DCE
ART/HUM	ART215					DCE
ART/HUM	ENL 220	World Literature I	DCE			
ART/HUM	ENL 221	World Literature II		DCE		
ART/HUM	ENL 224	English Literature I			DCE	
ART/HUM	ENL 225	English Literature II				DCE
ART/HUM	ENL 230	American Literature I	DCE			
ART/HUM	ENL 231	American Literature II		DCE		
ART/HUM	HUM 150	Humanities of the Western World I	DCE		DCE	
ART/HUM	HUM 151	Humanities of the Western World II		DCE		DCE
ART/HUM	MUS 150	Music Appreciation			DCE	
ART/HUM	MUS 250	World Music				
ART/HUM	PHL 101	Introduction to Philosophy	DCE		DCE	DCE
ART/HUM	PHL 103	Introduction to Logic and Critical Thinking			to be added to general education	DCE
ART/HUM	PHL 105	Introduction to Ethics			DCE	DCE
ART/HUM	SPT 130	Introduction to Theatre	Internet		Internet	
SCIENCE	ANT 104					
SCIENCE	BIO100	Biology Concepts			DCE w/ live lab @ SPE	
SCIENCE	BIO105					
SCIENCE	BIO160					

SCIENCE	BIO181			DCE w/ live lab @ SPE		
SCIENCE	BIO182			internet w/ live lab @ WMC		
SCIENCE	CHM130				DCE	
SCIENCE	CHM151					
SCIENCE	CHM152					
SCIENCE	GEO 111	Physical Geography				
SCIENCE	GLG101				DCE	DCE
SCIENCE	GLG102					DCE
SCIENCE	PHY113					
SCIENCE	PHY114					
SBS	ANT 102	Cultural Anthropology	DCE (twice)	DCE	DCE	DCE
SBS	ANT 120	Buried Cities and Lost Tribes		DCE		
SBS	ECN211	Macroeconomics	DCE		DCE or DCE	
SBS	ECN212	Micro		DCE		DCE or DCE
SBS	GEO 110	World Regional Geography	DCE		DCE	DCE
SBS	GEO 120	Human Geography		DCE		
SBS	HIS 105	U.S. History to 1877	DCE		DCE	DCE
SBS	HIS 106	U.S. History Since 1877		DCE	DCE	DCE
SBS	HIS 155	Western Civilization to 1700	DCE		DCE	
SBS	HIS 156	Western Civilization Since 1700		DCE		DCE
SBS	POS 110	American Government	DCE	DCE	DCE	DCE
SBS	PSY 101	Introduction to Psychology	DCE	DCE & DCE	DCE	DCE
SBS	PSY 200	Psychology of Adjustment	to be deleted from general education			
SBS	PSY 240	Developmental Psychology	DCE	DCE	DCE	DCE
SBS	PSY 250	Social Psychology			to be added to general education	
SBS	SOC 120	General Sociology	DCE	DCE	DCE	DCE
SBS	SOC 121	Social Problems in America				
SBS	SOC 130	Racial, Ethnic & Gender Relations . . .		DCE		DCE or DCE
SBS	SOC 225	Sociology of the Family	DCE		DCE or DCE	

NORTHLAND PIONEER COLLEGE FOUNDATION, INC. AUDITED FINANCIAL STATEMENTS AS OF JUNE 30, 2014 AND 2013

Summary:

The NPC Foundation financial audit report and associated letter to the NPC Foundation board have been received. The audit resulted in an Unqualified Opinion on the Financial Statements with no findings. The audit was conducted by Guest, Schutte & Cospers Certified Public Accountants of Flagstaff. The audit was completed in a timely manner for inclusion in the College's 2014 Comprehensive Annual Financial Report as a component unit as required by the Arizona Office of the Auditor General.

The efforts of Betsyann Wilson and Tracy Mancuso 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.



**NORTHLAND PIONEER
COLLEGE FOUNDATION, INC.**

**FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Northland Pioneer College Foundation, Inc.

We have audited the accompanying financial statements of Northland Pioneer College Foundation, Inc. (a nonprofit corporation), which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northland Pioneer College Foundation, Inc. as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



Guest, Schutte & Cospier
Flagstaff, Arizona

September 16, 2014

NORTHLAND PIONEER COLLEGE FOUNDATION, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2014 AND 2013

	ASSETS	
	2014	2013
Assets		
Cash		
Checking and savings	\$ 33,788	\$ 81,656
Checking and savings-restricted	3,170	46,675
Total cash	36,958	128,331
Investments		
Marketable securities	-	356
Marketable securities- restricted	127,497	111,868
Real estate	8,000	8,000
Total investments	135,497	120,224
Accounts receivable	-	1,666
Prepaid expense	8,524	7,348
Property & equipment, net of accumulated depreciation	32,981	34,454
Total Assets	\$ 213,960	\$ 292,023

LIABILITIES AND NET ASSETS

Liabilities		
Accounts payable	\$ 671	\$ 47,198
Building insurance proceeds liability	-	37,470
Total Liabilities	671	84,668
Net Assets		
Unrestricted	82,622	86,281
Temporarily restricted	64,542	55,110
Permanently restricted	66,125	65,964
Total Net Assets	213,289	207,355
Total Liabilities and Net Assets	\$ 213,960	\$ 292,023

NORTHLAND PIONEER COLLEGE FOUNDATION, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Revenues, Gains, and Other Support				
Contributions	\$ 779	\$ 3,459	\$ -	\$ 4,238
In-kind contributions	5,399	-	-	5,399
Interest & dividend income	15	2,609	27	2,651
Rental income	32,955	-	-	32,955
Realized gain on investments	-	15,702	163	15,865
Other income	348	-	-	348
Net assets released from restrictions	9,509	(9,509)	-	-
Total Revenues, Gains, and Other Support	<u>49,005</u>	<u>12,261</u>	<u>190</u>	<u>61,456</u>
Expenses and Losses				
Program services	32,163	-	-	32,163
Support services	20,501	-	-	20,501
Unrealized loss on investments	-	2,003	20	2,023
Investment fees	-	826	9	835
Total Expenses and Losses	<u>52,664</u>	<u>2,829</u>	<u>29</u>	<u>55,522</u>
Increase (Decrease) in Net Assets	(3,659)	9,432	161	5,934
Net Assets, Beginning of Year	<u>86,281</u>	<u>55,110</u>	<u>65,964</u>	<u>207,355</u>
Net Assets, End of Year	<u>\$ 82,622</u>	<u>\$ 64,542</u>	<u>\$ 66,125</u>	<u>\$ 213,289</u>

NORTHLAND PIONEER COLLEGE FOUNDATION, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Revenues, Gains, and Other Support				
Contributions	\$ 810	\$ 2,500	\$ 5,000	\$ 8,310
Grant revenue	5,000	-	-	5,000
In-kind contributions	7,380	-	-	7,380
Interest & dividend income	28	2,809	33	2,870
Rental income	54,728	-	-	54,728
Special events revenue, net	610	-	-	610
Realized gain on sale of investments	8	2,359	28	2,395
Unrealized gain on investments	40	6,170	70	6,280
Net assets released from restrictions	3,985	17,624	(21,609)	-
Total Revenues, Gains, and Other Support	<u>72,589</u>	<u>31,462</u>	<u>(16,478)</u>	<u>87,573</u>
Expenses and Losses				
Program services	47,268	-	-	47,268
Support services	22,349	-	-	22,349
Loss on sale of investment lot	3,500	-	-	3,500
Total Expenses and Losses	<u>73,117</u>	<u>-</u>	<u>-</u>	<u>73,117</u>
Increase (Decrease) in Net Assets	(528)	31,462	(16,478)	14,456
Net Assets, Beginning of Year	<u>86,809</u>	<u>23,648</u>	<u>82,442</u>	<u>192,899</u>
Net Assets, End of Year	<u>\$ 86,281</u>	<u>\$ 55,110</u>	<u>\$ 65,964</u>	<u>\$ 207,355</u>

NORTHLAND PIONEER COLLEGE FOUNDATION, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	2014	2013
Cash Flows From Operating Activities		
Increase in net assets	\$ 5,934	\$ 14,456
Adjustments to reconcile increase in net assets to net cash provided by (used in) operating activities:		
Depreciation expense	1,473	1,473
Loss on sale of investment lot	-	3,500
Realized gain on sale of investments	(15,865)	(2,395)
Unrealized gain (loss) on investments	2,023	(6,280)
(Increase) Decrease:		
Accounts receivable	1,666	131
Prepaid expense	(1,176)	(1,948)
Utility deposit	-	1,705
Increase (Decrease):		
Accounts payable	(46,527)	43,204
Building insurance proceeds liability	(37,470)	37,470
Net Cash Provided by (Used in) Operating Activities	(89,942)	91,316
 Cash Flows From Investing Activities		
Purchases of marketable securities	(115,032)	(24,034)
Proceeds from sales of marketable securities	113,601	18,204
Proceeds from sale of investment lot	-	500
Net Cash Used in Investing Activities	(1,431)	(5,330)
 Net Increase (Decrease) in Cash	(91,373)	85,986
 Cash, Beginning of Year	128,331	42,345
 Cash, End of Year	\$ 36,958	\$ 128,331

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies of Northland Pioneer College Foundation, Inc. (the Foundation) are described below to enhance the usefulness of the financial statements to the reader.

Nature of the Foundation

The Foundation is a not-for-profit corporation operating in accordance with Section 501(c)(3) of the Internal Revenue Code. The Foundation is located in Snowflake, Arizona, and provides supplemental philanthropic support for students, and programs and services that advance the mission of Northland Pioneer College (NPC). The Foundation receives cash contributions, gifts, membership dues, and rental income; administers and invests securities and property; conducts special-event fundraisers; and disburses payments to the College for educational purposes.

Basis of Accounting

The financial statements have been prepared following the U.S. GAAP Financial Reporting Framework, using the accrual basis of accounting, in conformity with accounting principles generally accepted in the United States of America.

Financial Statement Presentation

The Foundation is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets in accordance with the existence or absence of donor restrictions.

Income Taxes

The Foundation is a public foundation and is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and Section 43-1201 of the Arizona Revised Statutes. Therefore, the accompanying financial statements contain no provision or liability for income taxes. In addition, the Foundation qualifies for the charitable deduction under Internal Revenue Section 170(b)(1)(A).

The Foundation files information tax returns with the U.S. federal and Arizona state governments. With few exceptions, the Foundation is no longer subject to U.S. federal and state income tax examinations by tax authorities for years before 2010 (federal) and 2009 (Arizona) as of the year ended June 30, 2014. Federal tax year 2009 and Arizona tax year 2008 were open as of June 30, 2013.

Contributions

The Foundation records contributions received as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor imposed restrictions.

Endowment Funds

The Foundation is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA), which requires enhanced disclosures for all its endowment funds. UPMIFA provides the Foundation with guidance on accounting for the net asset classification of endowment funds.

Discounted or Donated Goods and Services

The Foundation receives certain discounted or donated goods and services that directly benefit NPC and the Foundation. Amounts for these discounts and donations have been included in the accompanying financial statements to the extent that a measurable basis exists for their fair values and the corresponding benefit to the Foundation. These discounted or donated goods and services that are received by the Foundation for no value in return are recorded as program and support service expenses and as in-kind donations and are reflected in the financial statements at their fair values. If donated goods merely pass through the Foundation to charitable beneficiaries, and if the Foundation is only an agent for the donors, no contribution is recorded. Contributed services in the amounts of \$5,399 and \$7,380 were received for the years ended June 30, 2014 and 2013, respectively, for supporting legal, accounting and administrative services.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash

For purposes of the Statement of Cash Flows, the Foundation considers all highly liquid debt instruments with maturities of three months or less to be cash equivalents.

Property Held for Sale

Certain assets are received from donors by the Foundation and are held for resale. Such assets are recorded at their approximate fair market values at the date of donation which approximates their fair value at the dates of the Statements of Financial Position. Property held for sale as of June 30, 2014 and 2013 are reported as real estate investments.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the Statements of Financial Position. Unrealized gains and losses are included in the change in net assets.

Accounts Receivable

Accounts are determined to be delinquent on an individual basis depending on the nature of the receivable and are written off when deemed uncollectible in management's opinion. No allowance for doubtful accounts is included, as management considered the entire amount due at June 30, 2013 to be collectible.

Property & Equipment

Purchased property and equipment are capitalized at cost. Donations of property and equipment are recorded as contributions at their estimated fair value on the date of donation. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Foundation reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Foundation reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Buildings and furniture and equipment are depreciated using the straight-line method over the estimated useful lives of the related assets, which range from 10 – 40 years.

Date of Management's Review

Management has reviewed events subsequent to June 30, 2014 up through the date the financial statements were available to be issued, September 15, 2014, to evaluate their effect on the fair presentation of the financial statements. As of the date the financial statements were available to be issued, there have been no events subsequent to June 30, 2014 that are required to be disclosed in order to present fairly the financial position and changes in net assets of the Foundation.

NOTE 2 - USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 3 - CASH FLOW INFORMATION

There were no non-cash financing transactions during the fiscal years 2014 and 2013. The Foundation paid no interest or income tax during the fiscal years 2014 and 2013.

NOTE 4 - MAJOR CONCENTRATIONS

During the year ended June 30, 2014 or 2013, there were no major contributions by any one donor.

NOTE 5 - CASH

The total cash held by the Foundation as of June 30, 2014 and 2013 is as follows:

	<u>2014</u>	<u>2013</u>
Checking	\$ 10,661	\$ 92,035
Money market	17,990	27,989
Restricted Scholarships account	8,307	8,307
Total	<u>\$ 36,958</u>	<u>\$ 128,331</u>
Unrestricted cash	\$ 33,788	\$ 81,656
Restricted cash	3,170	46,675
Total	<u>\$ 36,958</u>	<u>\$ 128,331</u>

NOTE 6 - INVESTMENTS

For the years ended June 30, 2014 and 2013, investments consisted of marketable securities held with Edward Jones and real estate comprising several lots of land. As of June 30, 2014, the marketable securities had a fair market value of \$127,497, and the real estate value was approximately \$8,000. As of June 30, 2013, the marketable securities had a fair market value of \$112,224, and the real estate was valued at \$8,000.

The marketable securities investments are stated at the aggregate fair market value as of June 30, 2014 and 2013 as follows:

	<u>2014</u>		<u>2013</u>	
	Market Value	Cost	Market Value	Cost
Unit trusts	\$ -	\$ -	\$ 16,711	\$ 15,468
Mutual funds	127,497	119,396	95,513	100,843
Total	<u>\$ 127,497</u>	<u>\$ 119,396</u>	<u>\$ 112,224</u>	<u>\$ 116,311</u>
Unrestricted investments	\$ -		\$ 356	
Restricted investments	127,497		111,868	
Total	<u>\$ 127,497</u>		<u>\$ 112,224</u>	

NOTE 6 - INVESTMENTS (continued)

In May of 2013, the Foundation sold its investment in a vacant lot in Winslow, Arizona for \$500. The Foundation's estimated fair value for this lot was \$4,000, resulting in an investment loss of \$3,500. The buyer of the lot agreed to pay for selling costs.

NOTE 7 - FAIR VALUE MEASUREMENTS

The following table represents the Foundation's fair value hierarchy for its financial assets (cash and investments) measured at fair value on a recurring basis as of June 30, 2014 and 2013.

Level 1 inputs: Quoted prices in active markets for identical assets that the Foundation has the ability to access at the measurement date.

Level 2 inputs: Inputs other than quoted prices included within Level 1 that are observable for the asset, either directly or indirectly. These include interest rates at commonly quoted intervals and other inputs not directly observable, but derived principally from, or corroborated by, observable market data.

Level 3 inputs: Unobservable inputs for the asset which are therefore based primarily upon management's own estimates, the economic and competitive environment, the characteristics of the asset and other such factors. Therefore, the results cannot be determined with precision and may not be realized in an actual sale or immediate settlement of the asset.

	Level 1	Level 2	Level 3	Total Fair Value
<i>As of June 30, 2014</i>				
Cash	\$ 36,958	\$ -	\$ -	\$ 36,958
Investments:				
Marketable Securities	127,497	-	-	127,497
Real Estate	-	-	8,000	8,000
Total	<u>\$ 164,455</u>	<u>\$ -</u>	<u>\$ 8,000</u>	<u>\$ 172,455</u>
<i>As of June 30, 2013</i>				
Cash	\$ 128,331	\$ -	\$ -	\$ 128,331
Investments:				
Marketable Securities	112,224	-	-	112,224
Real Estate	-	-	8,000	8,000
Total	<u>\$ 240,555</u>	<u>\$ -</u>	<u>\$ 8,000</u>	<u>\$ 248,555</u>

NOTE 8 - PROPERTY & EQUIPMENT

Property and equipment as of June 30, 2014 and 2013 consists of the following:

	<u>2014</u>	<u>2013</u>
Building	\$ 50,000	\$ 50,000
Furniture & equipment	2,233	2,233
Land	10,000	10,000
Total	<u>62,233</u>	<u>62,233</u>
Less Accumulated Depreciation	<u>(29,252)</u>	<u>(27,779)</u>
Property & Equipment, Net	<u>\$ 32,981</u>	<u>\$ 34,454</u>

NOTE 9 - BUILDING INSURANCE PROCEEDS LIABILITY

In January of 2013, a water leak occurred at the Foundation's building in Holbrook resulting in significant flood damage. The Foundation submitted an insurance claim of \$134,307, which was approved. As of June 30, 2013, total insurance proceeds actually received were \$125,979 and total related expenditures were \$88,509, resulting in \$37,470 to be expended in the following fiscal year after all final insurance proceeds have been received. Repairs were completed in the fiscal year ended June 30, 2014.

NOTE 10 - RESTRICTIONS ON NET ASSETS

Temporarily restricted net assets in the amounts of \$64,542 and \$55,110 as of June 30, 2014 and 2013, respectively, consist of donated contributions and investment earnings, which are available for scholarships in future years. Permanently restricted net assets of \$66,125 and \$65,964 as of June 30, 2014 and 2013, respectively, represent endowed scholarship funds which must be invested in perpetuity.

NOTE 11 - OPERATING LEASES

As discussed in the related parties footnote, the Foundation began leasing fitness equipment from NPC commencing July 1, 2010 for a 36-month term with annual rent of \$1. Beginning October 1, 2010 the Foundation began subleasing this fitness equipment to the City of Holbrook for a 36-month term with annual rent of \$2,000, which was payable annually for the year in arrears. At the expiration of the lease term, the fitness equipment was transferred to the City of Holbrook.

As discussed in the related parties footnote, the Foundation has an amended operating lease agreement with NPC to rent to them a building and parking lot located in Holbrook, Arizona. The term began February 14, 2006 and ends on February 13, 2015. Monthly rental payments began at \$8,239 per month with an annual step-down rental provision. Notwithstanding the Foundation's actual ability to lease a portion of the property to others, commencing on March 1, 2011 and on each March 1 thereafter, NPC's monthly rental obligations for the year shall be reduced by a minimum of 20%, and shall not be increased for any reason thereafter.

Taking this step-down rental provision into account, the future minimum rental payments to be received under this operating lease is \$13,184 in 2015.

NOTE 12 - RELATED PARTIES

For the year ended June 30, 2013 and a portion of the year ended June 30, 2014, the Foundation subcontracted its Executive Director and made payments to Chugg Financial Services, LLC, a company that is owned and operated by its former Executive Director.

NPC provides the Foundation with office space at no cost. Similarly, there is no charge for related items, such as utilities, insurance, and overhead. The value of these expenses is deemed minimal and has not been reflected on the financial statements as of June 30, 2014 and 2013.

For the years ended June 30, 2014 and 2013, the Foundation leased fitness equipment from NPC with annual rent of \$1.

The Foundation owns a building and parking lot in Holbrook, Arizona, which was leased to NPC for general offices during the years ended June 30, 2014 and 2013. The Foundation is responsible for all utilities, insurance, repairs and maintenance, and improvements.

NOTE 13 - ENDOWMENT FUNDS

As of June 30, 2014 and 2013, the Foundation's endowment consisted of one fund established for the Martia A. Smith Memorial Art Scholarship. Prior to 2012, the Foundation had an additional endowment established for the Charles E. Lisitzky Scholarship. Effective July 1, 2012, the Lisitzky Scholarship agreement was amended to allow the Foundation to use all of the original endowment, subsequent additions to the fund, and all investment earnings at its sole discretion. Accordingly, 100% of its value as of July 1, 2012 was recharacterized from a permanently restricted endowment to a temporarily restricted scholarship fund.

As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the Foundation has interpreted UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation classifies as permanently restricted net assets the original value of gifts donated to the permanent endowment and the original value of subsequent gifts to the permanent endowment.

The remaining portion of the donor-restricted endowment fund earnings that are not classified in permanently restricted net assets are classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Foundation in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Foundation, and (7) the Foundation's investment policies.

NOTE 13 - ENDOWMENT FUNDS (continued)

Endowments are managed in a unitized investment pool. Transactions within each individual endowment in the pool are based on the unit market value at the end of the month during which the transaction takes place for withdrawals and additions. It is the goal of the Foundation that the total return from endowment investments should be adequate to meet the following objectives:

- Preserve investment capital and its purchasing power.
- Generate sufficient resources to meet spending needs (payout).
- Attain reasonable capital appreciation through prudent acceptance of risk to enhance the future purchasing power of the investment capital.

As of June 30, 2014 and 2013, the endowment assets were invested in marketable securities with Edward Jones. The investments were fully insured by the Securities Investor Protection Corporation (SIPC).

All endowment investments are carried at fair value and classified as non-current regardless of maturity due to restrictions limiting the Foundation's ability to use these investments. Each endowed account shall have a minimum of \$10,000, said amount to be reached within a three (3) year period from the time of initial donation, which must be at least \$5,000. If, after the three (3) year period has expired the account has not reached the minimum level prescribed, the contributors to the fund shall have two options: (a) award the existing amount over a designated period; or (b) authorize combining the fund with another compatible, existing active endowment fund. The three-year period may be waived if a plan has been designed with another approved time period and approved by the Board of Directors. All interest earned in developing endowed accounts shall revert to the fund corpus during the three-year period. No awards shall be made from the developing fund during the three-year period, unless the minimum balance of \$10,000 is reached prior to the end of the three-year period.

The contributor to the fund may impose additional provisions for the scholarships paid from endowments. As of June 30, 2014 and 2013, there were no distributions from the investment earnings on endowed scholarships. To ensure observance of limitations and restrictions placed on the use of resources available to the Foundation, net assets, revenues and expenses are classified and reported as follows, based on the existence or absence of donor-imposed restrictions.

Permanently restricted net assets include permanent endowments. Such funds are generally subject to donor restrictions requiring the principal be invested in perpetuity for the purpose of producing income that may be expended or added to principal in accordance with the donor's wishes. As of June 30, 2014 and 2013, the Martia A. Smith Memorial Art Scholarship endowment agreement requires the average rate of inflation for the prior calendar year (approximately 1.5% and 1.7%, respectively) of investment earnings to be added back to permanently restricted funds.

Temporarily restricted net assets relate to contributions designated by donors for use by particular entities or programs or for specific purposes or earnings from permanently restricted endowments which have not been appropriated for their intended purpose. Term endowments are temporarily restricted because they are permanent-type endowments which include an expiration date or stated period of time or occurrence of a specified event, after which all or part of the principal may be expended.

Unrestricted net assets are not subject to donor-imposed restrictions. They also include Board Restricted endowments, of which the corpus can be invaded upon a vote by the Board. The Foundation had no unrestricted endowments at June 30, 2014 or 2013.

NOTE 13 - ENDOWMENT FUNDS (continued)

Endowment funds consisted of the following as of June 30, 2014 and 2013:

	Temporarily Restricted	Permanently Restricted	Total
Balance, June 30, 2012	\$ 14,957	\$ 82,442	\$ 97,399
Contributions received	-	5,000	5,000
Recharacterization of Lisitzky fund	(11,436)	(21,609)	(33,045)
Investment earnings	7,596	131	7,727
Balance, June 30, 2013	11,117	65,964	77,081
Contributions received	-	-	-
Investment earnings, net of fees	10,584	161	10,745
Scholarships awarded	-	-	-
Balance, June 30, 2014	<u>\$ 21,701</u>	<u>\$ 66,125</u>	<u>\$ 87,826</u>

NOTE 14 - FUNCTIONAL EXPENSES

	For the year ended June 30, 2014		
	Program Services	Support Services	Total
Bad debt expense	\$ -	\$ 1,666	\$ 1,666
Bank service charges	-	493	493
Building insurance, maint., and utilities	9,125	-	9,125
Depreciation	1,473	-	1,473
Equipment rental and maintenance	2,138	-	2,138
Legal and accounting	-	13,499	13,499
Licenses and fees	-	1,369	1,369
Miscellaneous	-	380	380
Office supplies	-	146	146
Outside contract services	7,068	2,647	9,715
Printing and copying	-	122	122
Travel/conference	-	179	179
Scholarships	12,359	-	12,359
Total	<u>\$ 32,163</u>	<u>\$ 20,501</u>	<u>\$ 52,664</u>

NOTE 14 - FUNCTIONAL EXPENSES (continued)

	For the year ended June 30, 2013		
	Program Services	Support Services	Total
Alumni project	\$ 840	\$ -	\$ 840
Annual/director meetings	-	646	646
Bank service charges	-	807	807
Building insurance, maint., and utilities	7,312	-	7,312
Depreciation	1,473	-	1,473
Equipment rental and maintenance	2,000	-	2,000
Legal and accounting	780	10,711	11,491
Licenses and fees	-	1,394	1,394
Miscellaneous	-	1,580	1,580
Office supplies	-	124	124
Outside contract services	18,038	6,753	24,791
Postage and delivery	-	56	56
Printing and copying	-	34	34
Travel/conference	-	244	244
Grant disbursement	5,000	-	5,000
Scholarships	11,825	-	11,825
Total	<u>\$ 47,268</u>	<u>\$ 22,349</u>	<u>\$ 69,617</u>

NOTE 15 - SUBSEQUENT EVENTS

Effective, July 30, 2014, the Foundation changed its name with the Arizona Corporation Commission to Northland Pioneer College Friends and Family, Inc.

FUTURE FACILITY PLANNING FOR AUTOMOTIVE INSTRUCTION

Summary

Following Board approval NPC entered into a five-year lease commencing August 1, 2014 for a 12,000 square foot facility in the Show Low industrial park that is used exclusively for automotive instruction. The base rental amount is \$8,500 per month. NPC assumed the lease of this facility in May 2012 at a monthly base rate of \$12,240. NAVIT had originally leased the facility in 2009 for a five-year period.

NPC pays for all utilities, maintenance of building and grounds, and repairs except for roof and exterior walls. The operational cost of the automotive program, including all cost associated with the leased facility, is evenly divided between NPC and NAVIT as described in existing agreements between the two entities.

There are no current plans to move automotive instruction from this facility prior to the end of the lease term and there are no current plans to add automotive instruction within NPC's service area.



NATC FACILITY AGREEMENT

Summary:

NPC rents facilities from Northeast Arizona Training Center under a twelve-month facilities agreement at an annual cost of \$24,000. The agreement currently extends to June 30, 2015. The arrangement includes access to classrooms and all training facilities on the property plus the constant occupancy of office space. NPC provides custodial services, phone, and Internet but does not pay for other utilities or facility maintenance not directly related instructional program needs. NPC does not pay “membership” contributions to NATC.

Under a separate arrangement directly with NATC, Navajo County provides significant facility maintenance services for the modular building and the Town of Taylor has also provided assistance. Fire and law enforcement entities, along with some other facility users, pay an annual membership contribution in exchange for use of the facilities. Non-member users pay based on usage.

Prior to NPC operating the NATC facility, faculty and staff supporting fire science instruction were housed at the Silver Creek Campus in Snowflake with multiple rental agreements required with fire departments in various communities and the law enforcement academy was not being provided.

This item has been scheduled as an action item and the Board may wish to either take action or give staff direction regarding the NATC facility agreement.

