

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 **June 21, 2016 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 Paul Hempsey 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 discussion or consideration of a personnel matter pursuant to A.R.S. §38-431.03(A)(1). 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, Paul Hempsey, 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 June 2016, at 10:00 a.m.

Paul Hempsey
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. COUNTRY MOUNTAIN AIRWAVES [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

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

Governing Board Meeting Agenda

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

Date: June 21, 2016

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 <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>	Chair Handorf
4.	Reports:	
	A. Financial Position	Interim Vice President Ellison
	B. NPC Friends and Family	Director Wilson
	C. Human Resources	Written Report
	D. CASO	Written Report
	E. NPC Faculty Association	No Report
	F. NPC Student Government Association	No Report
5.	Consent Agenda(Action)	Chair Handorf
	A. May 17, 2016 Truth in Taxation Public Hearing Minutes	
	B. May 17, 2016 Proposed Budget Public Hearing Minutes	
	C. May 17, 2016 Special Meeting Minutes	
	D. May 17, 2016 Regular Meeting Minutes	
	E. Facilities Lease Agreement with City of St. Johns	
	F. Dual Enrollment Intergovernmental Agreements between Navajo County Community College District and Blue Ridge USD; Ganado USD; Heber-Overgaard USD; Holbrook USD; Joseph City USD; Show Low USD; Window Rock USD; Winslow USD.	
6.	Old Business: None	
7.	New Business:	
	A. Request to Approve Resolution Calling for Election of DGB Members (Action)	Vice President Vest
	B. Review of HLC Financial Ratios	Interim Vice President Ellison
	C. Request to Approve Funding for Bales Ave. Improvements (Action)	Interim Vice President Ellison
	D. Scholarship Utilization Report	Vice President Vest
	E. Request to Approve Jenzabar Annual Maintenance Contract ... (Action)	Director Way
	F. Request to Approve Purchase of WebEx and Spark VoIP Communications (Action)	Director Way
	G. Executive Session Pursuant to A.R.S. §38-431.03(A)(1), the Board may vote to hold an executive session for discussion or consideration of a personnel matter..... (Action)	Chair Handorf
	H. Possible Action on Personnel Matter (Action)	Chair Handorf
8.	Standing Business:	
	A. Strategic Planning and Accreditation Steering Committee Report	Vice President Vest
	B. 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 August 16, 2016	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.



Northland Pioneer College

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NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2015 to April 30, 2016

Budget Period Expired

83%

Tax Supported Funds				
General Unrestricted				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	14,470,753	3,055,400	13,024,613	90%
State Aid:				
Maintenance and Operations	1,582,200	395,525	1,582,100	100%
Equalization	5,834,300	1,462,350	5,849,400	100%
Tuition and Fees	4,600,000	363,826	4,145,047	90%
Investment earnings	140,000	8,215	144,002	103%
Grants and Contracts	1,800,000	8,101	867,279	48%
Other Miscellaneous	200,000	22,975	199,688	100%
Fund Balance	200,000			
Transfers	(2,750,000)	(248,150)	(1,798,150)	65%
TOTAL REVENUES	\$ 26,077,253	\$ 5,068,242	\$ 24,013,979	92%
EXPENDITURES				
Salaries and Wages	17,296,292	1,353,797	12,775,824	74%
Operating Expenditures	8,780,961	435,709	5,377,146	61%
Capital Expenditures				
TOTAL EXPENDITURES	\$ 26,077,253	\$ 1,789,506	\$ 18,152,970	70%
Unrestricted Plant				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital/STEM	345,500	86,375	345,500	100%
Other Miscellaneous				
Fund Balance	2,800,000			
Transfers	1,900,000	187,942	1,137,942	60%
TOTAL REVENUES	\$ 5,045,500	\$ 274,317	\$ 1,483,442	29%
EXPENDITURES				
Salaries and Wages				
Operating Expenditures				
Capital Expenditures	5,045,500	295,304	1,483,442	29%
TOTAL EXPENDITURES	\$ 5,045,500	\$ 295,304	\$ 1,483,442	29%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
 Statement of Financial Position
 July 1, 2015 to April 30, 2016

Budget Period Expired 83%

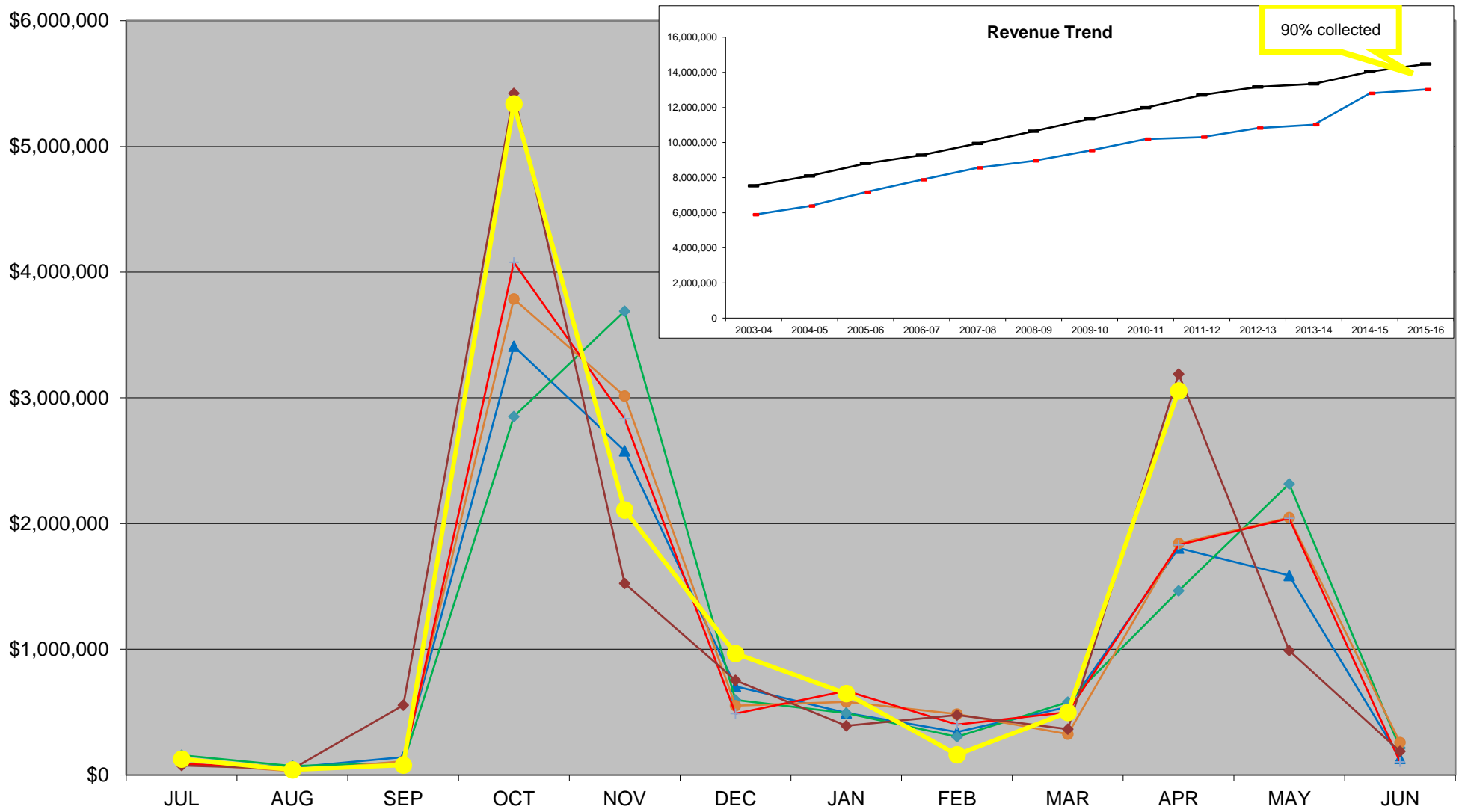
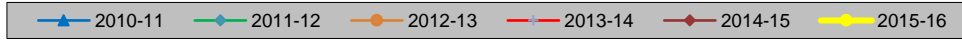
Restricted and Auxiliary Funds

	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Grants and Contracts	6,000,000	190,443	4,624,643	77%
Fund Balance	-			
Transfers	600,000	-	450,000	75%
TOTAL REVENUES	\$ 6,600,000	\$ 190,443	\$ 5,074,643	77%
EXPENDITURES				
Salaries and Wages	1,234,637	114,374	1,047,999	85%
Operating Expenditures	5,365,363	67,974	3,853,463	72%
Capital Expenditures				
TOTAL EXPENDITURES	\$ 6,600,000	\$ 182,348	\$ 4,901,462	74%
	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Sales and Services	500,000	28,884	290,943	58%
Fund Balance	-			
Transfers	250,000	60,208	210,208	84%
TOTAL REVENUES	\$ 750,000	\$ 89,092	\$ 501,151	67%
EXPENDITURES				
Salaries and Wages	403,001	38,537	318,349	79%
Operating Expenditures	346,999	9,558	182,802	53%
Capital Expenditures				
TOTAL EXPENDITURES	\$ 750,000	\$ 48,095	\$ 501,151	67%

Cash Flows

Cash flows from all activities (YTD)	\$31,073,215
Cash used for all activities (YTD)	\$25,039,025
Net Cash for all activities (YTD)	\$6,034,190

Monthly Primary Property Tax Receipts



Human Resources UPDATE
DGB-June 21, 2016

FILLED

- 1. Faculty in Social and Behavioral Science – Eric Henderson starts August 15, 2016. Eric was previously the Dean of Arts and Sciences.**
- 2. Faculty in Early Childhood Education (Chair) – Allison Landy starts August 1, 2016. Allison received her Bachelor of Arts from North Central College and her Master's in Education from Arizona State University.**
- 3. Audio/Video Support Tech (LCC) – Jonathon Lawrence started June 1, 2016. Jonathon was previously an IS Support Technician.**
- 4. Course Schedule and Records Specialist – Rebecca Wilson started June 16, 2016. Rebekah was previously the Records & Registration Clerk.**
- 5. Graphic Designer and Publication Specialist – Michael Nilsson starts July 1, 2016. Michael was previously the Marketing Writer.**

EXTERNAL OPENINGS

- 6. Network and Systems Administrator - Open until filled. 2 applicants.**
- 7. Database Administrator – Open until filled. 21 applicants.**
- 8. Faculty in College and Career Preparation – Closed February 29, 2016. 14 applicants.**
- 9. Faculty in Mechatronics – Open until filled. 5 applicants.**
- 10. Faculty in Computer Information Services – Closed April 22, 2016. 5 applicants.**
- 11. Director of Institutional Effectiveness – Closed April 22, 2016. 11 applicants**
- 12. Network Support Technician – Open until filled. 17 applicants.**
- 13. Associate Librarian (SCC) – Closed May 20, 2016. 3 applicants.**
- 14. Faculty in English (1 year) – Open until filled. 19 applicants.**
- 15. Marketing Writer – Closes June 17, 2016. 3 applicants.**

INTERNAL OPENINGS

- 16. Records & Registration Grade Entry Clerk – Closes June 15, 2016.**

CASO Report to the District Governing Board for June 2016

CASO will be working throughout the summer months gathering donations of items to sell at our annual Silent Auction, which will be held in conjunction with August convocation. This fundraiser is one of our major events of the year because it is our primary source of raising money to fund CASO Student Scholarships. We will also feature an item to auction from the Burley Blunk collections. Proceeds from the sale of the Blunk collection go to the Bill Jeffers Scholarship fund.

Because of a change in work schedule and a retirement, CASO will soon begin seeking nominations to fill the secretary and vice president positions. We also need to replace PDC and SCC delegates. We plan to hold an email election in July.

Wishing each of you a safe and happy summer.

Ina Sommers, CASO President

Navajo County Community College District Truth in Taxation Public Hearing Minutes

May 17, 2016 – 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; Interim Vice President Maderia Ellison; Vice President Mark Vest; Director PJ Way; Recording Secretary to the Board Paul Hempsey.

Others Present: Kim Reed; Betsyann Wilson; Rebecca Hunt; Amber Hill; Stuart Bishop; Everett Robinson; Ann Hess; Kelley Harvey-Brannon; Bill Fee; Donna Soseman; Peggy Belknap; Rickey Jackson; Josh Rogers; John Spadaccini; Linda Kor; Ed Gentry; Brad Farber; Wayne Reeves; Martha Brooks; Jay Williams; Dorothy Williams; Ken Wilk; Jorge Meza; Margaret White; Jeremy Raisor.

Agenda Item 1: Call to Order

Chair Handorf called the meeting to order at 10:02 a.m. and Mr. Winslow led the Pledge of Allegiance.

Agenda Item 2: Truth in Taxation Publication

Interim Vice President Ellison addressed the Board and stated the college was following Arizona statutes by notifying property taxpayers of its intention to raise primary property taxes over last year's level and holding a Truth in Taxation Hearing. Interim Vice President Ellison noted that the initial press release had contained an error and was therefore reissued with a correction.

Chair Handorf confirmed that \$3.50 would be the increase on a \$100,000 home for the year, or approximately 29 cents per month. Interim Vice President Ellison stated it was.

Mr. Lucero asked what the total increase would be for the taxpayer. Mr. Matteson answered that for a \$100,000 home the total property tax would be \$175.34. Mr. Lucero asked when and how the property tax rate could go down. Mr. Matteson responded that the Board would be responsible for making the decision to reduce the tax rate. Mr. Winslow commented that the meeting packet had included information on tax rate reductions in many districts around the state including Northland Pioneer College. Mr. Winslow continued that the taxpayer focuses less on the tax rate and more on the amount of the tax bill commenting that the tax rate could go down but the tax amount could still go up and the taxes that Navajo County Community College District levies is not the only county tax.



Agenda Item 3: Request of Proposed 2016-2017 Primary Property Tax

Interim Vice President Ellison reviewed the Proposed 2016-2017 Primary Property Tax with the Board commenting that Northland Pioneer College was proposing the maximum allowable levy limit of \$14.3 million dollars with a corresponding rate of 1.7884.

Mr. Lucero asked what the percentage increase to the levy was. Interim Vice President Ellison responded that it would be 2.6%.

Chair Handorf asked when the secondary tax rate, that ended in 2009 was actually adopted. President Swarhout suggested it was adopted around 1999.

Agenda Item 4: Call for Public Comment

Interim Vice President Ellison read a statement from Mr. Lowry Flake in objection to the tax increase.

Mr. Jay Williams addressed the Board in objection to the tax increase.

Mr. Brad Farber addressed the Board in objection to the tax increase.

Mr. Wayne Reeves addressed the Board in objection to the tax increase.

Agenda Item 5: Adjournment

The meeting was adjourned at 10:35 a.m. upon a motion by Mr. Matteson, a second by Mr. Winslow, and a unanimous affirmative vote.

Respectfully submitted,



Paul Hempsey
Recording Secretary to the Board



Navajo County Community College District 2016-2017 Proposed Budget Public Hearing Minutes

May 17, 2016 – 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; Interim Vice President Maderia Ellison; Vice President Mark Vest; Director PJ Way; Recording Secretary to the Board Paul Hempsey.

Others Present: Kim Reed; Betsyann Wilson; Rebecca Hunt; Amber Hill; Stuart Bishop; Everett Robinson; Ann Hess; Kelley Harvey-Brannon; Bill Fee; Donna Soseman; Peggy Belknap; Rickey Jackson; Josh Rogers; John Spadaccini; Linda Kor; Ed Gentry; Brad Farber; Wayne Reeves; Martha Brooks; Jay Williams; Dorothy Williams; Ken Wilk; Jorge Meza; Margaret White; Jeremy Raisor.

Agenda Item 1: Call to Order

Chair Handorf called the meeting to order at 10:35 a.m.

Agenda Item 2: Presentation of Proposed 2016-2017 Budget

Interim Vice President Ellison addressed the Board and presented the Proposed 2016-2017 Budget commenting the Preliminary budget adopted in April remains unchanged.

Mr. Lucero asked if there was a document that showed how much tax revenue the other community colleges bring in each year. Interim Vice President commented that the document was provided during the Truth In Taxation meeting but did not list the amount in dollars. Mr. Lucero asked how Northland Pioneer College would compare to other Arizona Community Colleges in terms of revenue brought in from taxes. Interim Vice President Ellison commented that the college is not comparable to Maricopa or Pima Colleges but in terms of budgets we would be in the middle to lower half of rankings.

Mr. Matteson commented that the documents showed Healthcare costs had increased by 20% which was out of the college's control. Revenue generated by Property Taxes is less than last year even after an absolute maximum increase in the rate, by \$147,386, while costs imposed on the college have gone up.

Mr. Matteson asked the percentage cost of Administration at the college. President Swarhout responded that she would estimate at 15% mentioning that during the recession of 2008 the college decreased the administration almost in half and that remains in place today. Mr. Matteson commented that costs, out of the college's control, have gone up, centrally assessed property valuations had decreased significantly but the college was frugal with money, cutting



administration costs in half and spending the money on the education of students, many of whom he was pleased to meet at graduation recently.

Mr. Winslow commented that often, in media articles regarding the cost of administration in education, it is difficult to compare institutions particularly using percentages. As an example he noted that Northland Pioneer College (NPC) does not specifically separate out Information Technology costs for instruction from the costs of running the college overall. Interim Vice President Ellison agreed with Mr. Winslow pointing out that in the budget over \$10 million was marked for Instruction but technology costs were listed under Institutional Support and the majority of money spent by the Information Services department was to support instruction. Mr. Winslow added that one of the reasons the college has a substantial budget for Information Technology is due to the nature of the college as a multi-location institution serving two counties that, combined, are the approximate size of West Virginia. By providing a distance learning model for students of all ages, that is expensive, savings are passed to students who would otherwise have to travel great distances to attend classes.

Mr. Lucero asked if there was a line item for the remodel of the SCC campus. Interim Vice President Ellison responded there was not.

Agenda Item 3: Call for Public Comment

Mr. Farber addressed the board and asked the college to comment on the IPEDS Report and in particular graduation rates, the Kid's College program and how it might figure into the FTSE and his confusion over the reporting of student numbers.

Vice President Vest responded that IPEDS is a federal reporting requirement designed for the universities and really geared toward full-time students. Several years ago Community Colleges were also required to report the same data. IPEDS reporting does not work well for Community College reporting especially those like NPC. To be counted in an IPEDS cohort you have to be a full-time, first-time student which accounts for less than 10% of NPC's student population. A lot of those students are also in the Nursing Program which takes longer to complete than the Federal Government says a full-time student should take to complete a community college degree. Therefore, even though the college has a high completion rate in Nursing they are still listed in IPEDS as non-completers.

There are many other measures that could be used but still NPC is not satisfied with graduation rates and has implemented the PASS program to improve those rates but over the past four years there has been a significant increase in certificates and degree completion. 76% of the college's students are part-time and a large part of the full-time students took Dual Enrollment classes at area high schools and are automatically excluded from IPEDS due to the use of the four year university model. They expect each student to be 18 years old and just out of high school and never had college coursework which is simply not the profile of the community college student. The average student age at NPC is 32 so our typical student does not fit the IPEDS profile or show up on the report.



Vice President Vest went on to discuss the difference between FTSE and Headcount. NPC counts enrollment in two different ways. Internally the college looks at headcount for the reason that, if a student sees an advisor, it is not relevant to the college whether they are part-time or full-time. They are there to meet with an advisor and need to be serviced. The state wants an annual report on what they call Full-Time Student Equivalency (FTSE) which is calculated by taking all the credits that students are enrolled in and divide them by a formula number to give an equivalent number of full-time students. Using Spring Enrollment at NPC as the example Vice President Vest stated the college had 3505 students enrolled in credit bearing classes and around 700 students in non-credit classes giving a total student population of over 4000. Our FTSE count was about 1725. The annualized FTSE number reported to the state last year was 1853 which includes FTSE counts for regular classes in the fall semester, short-term classes which may run a day or week or a month, regular enrollment for the Spring semester, short-term enrollment in the Spring and the summer. Then we need to back out online students from outside the state of Arizona who cannot be included. The state then uses this figure to calculate state aid. Mr. Farber commented that, knowing what he does now, he would be interested to see how many credits were successfully completed last year to establish a pattern for the school moving forward. Vice President Vest mentioned he did not have the data available at the meeting but could provide it at a later time.

Vice President Vest mentioned that community colleges upload data on all their students to a database called ASSIST which the three state universities then use to pull data on students who transfer to universities from community colleges and provide a report on how our student are doing. Two things have been learned from this report. Students who complete at least an Arizona General Education Certificate (AGEC) at community college graduate at a higher rate and sooner from a state university than students who enter as a freshman. Universities suggest this is because it is much cheaper to begin at community college and students from small, rural communities that go to a major university struggle their freshman year, because of the change in culture and the size of classes.

On the subject of Kids College, Vice President Vest stated it is an initiative started a few years ago and run out of the Corporate and Community Learning division with the aim to be self-funded. The teachers hired to teach in Kids College are paid by the fees students pay to be in the class. The rationale and aim is to give kids something that is fun, but also educational, during the summer and spark an interest in college for when they arrive at high school. Over half the classes meet the category for Science, Technology, Engineering, and Math (STEM). The classes are non-credit, and therefore do not count towards FTSE, and along with a consortium of seven other community colleges NPC has a National Science Foundation Grant that provides a lot of the classroom instructional materials and equipment used in the Science and Math classes. Mr. Farber asked how the Dual Enrollment students are counted in the cost of doing business to justify the budget. Vice President Vest stated they were calculated in the total FTSE count of the college but the Legislature tried to deal with this by reducing state aid by half for those students.

Chair Handorf commented about the savings for a student attending a community college and highlighted the Arizona All-Academic Team awards. At the recent NPC Graduation ceremony the keynote speaker, Dr. Rufus Glasper former Chancellor of the Maricopa Community College



system commented that he was always impressed by the percentage of students from NPC receiving awards. Chair Handorf also mentioned the savings to a student through half price tuition for summer classes and the scholarships available at NPC.

Mr. Reeves commented that he would like to see a Certified Audit carried out, by a third party, at the college which could show potential cost saving ideas, efficiency improvements, or ways to increase revenues.

Agenda Item 4: Adjournment

The meeting was adjourned at 11:18 a.m. upon a motion by Mr. Matteson, a second by Mr. Winslow, and a unanimous affirmative vote.

Respectfully submitted,



Paul Hempsey
Recording Secretary to the Board



Navajo County Community College District Special Board Meeting Minutes

May 17, 2016 – 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; Interim Vice President Maderia Ellison; Vice President Mark Vest; Director PJ Way; Recording Secretary to the Board Paul Hempsey.

Others Present: Kim Reed; Betsyann Wilson; Rebecca Hunt; Amber Hill; Stuart Bishop; Everett Robinson; Ann Hess; Kelley Harvey-Brannon; Bill Fee; Donna Soseman; Peggy Belknap; Rickey Jackson; Josh Rogers; John Spadaccini; Linda Kor; Ed Gentry; Brad Farber; Wayne Reeves; Martha Brooks; Jay Williams; Dorothy Williams; Ken Wilk; Jorge Meza; Margaret White; Jeremy Raisor.

Agenda Item 1: Call to Order

Chair Handorf called the meeting to order at 11:18 a.m.

Agenda Item 2: Request to Approve 2016-2017 Proposed Tax Levy

Interim Vice President Ellison reviewed the Request to Approve the 2016-2017 Proposed Tax Levy stating that staff recommends approval.

Mr. Matteson asked if the maximum increase to a rate of 1.7884 will actually cause a decrease in the levy of \$147,386. Interim Vice President Ellison affirmed.

Mr. Winslow asked for the change in Equalization funding from last year. Interim Vice President Ellison responded that the college would see an increase of 4.2% or \$243,500. Mr. Winslow commented that he has no issue with the quality or value of education at the college and will support the levy increase because of the Equalization funds received, to show that we understand other tax payers, from outside the county, are helping to fund education in Navajo County and the increase in the levy rate is a reasonable price to pay for receiving Equalization funding.

*Mr. Matteson moved to approve the proposed 2016-2017 property tax levy rate as presented. The motion was seconded by Mr. Winslow. **The vote passed upon a roll-call vote, with affirmative votes from Mr. Winslow, Mr. Matteson, Mr. Peaches, and Chair Handorf. Mr. Lucero opposed.***

Agenda Item 3: Request to Approve 2016-2017 Proposed Budget

Interim Vice President Ellison reviewed the request to Approve 2016-2017 Proposed Budget with the Board stating there had been no changes since the Board approved the preliminary budget in April.



Chair Handorf commented that, once the budget was adopted, there could be no increase. It can only be decreased.

Mr. Matteson commented that the adoption of the budget does not mandate that the college will spend all the money but must live within the totals

*Mr. Matteson moved to adopt the proposed 2016-2017 budget as presented. Mr. Winslow seconded the motion. **The motion passed upon a unanimous roll-call vote.***

Agenda Item 4: Request to Adopt 2016-2019 Proposed Capital Budget

Interim Vice President Ellison reviewed the request to adopt the 2016-2019 Capital Budget stating staff recommends approval.

Mr. Lucero asked about the \$1.5 million for Administrative Services. Interim Vice President Ellison commented that this is where the money for ongoing maintenance needs is held in the budget. Mr. Winslow asked if the budget included funds for the repaving of Bales Avenue at the Little Colorado Campus. Interim Vice President Ellison confirmed that it did.

*Mr. Matteson moved for adoption of the 2016-2019 proposed capital budget as presented. Mr. Winslow seconded. **The motion passed with a unanimous roll-call vote.***

Chair Handorf commented that each member of the Board was elected, from a particular area in the county, to represent voter's opinions on the issues for Northland Pioneer College. This comes with a fiduciary responsibility to do what is best for each area and the college as a whole and try to do that.

Agenda Item 5: Adjournment

The meeting was adjourned at 11:39 a.m. upon a motion by Mr. Matteson, a second by Mr. Winslow, and a unanimous affirmative vote.

Respectfully submitted,



Paul Hempsey
Recording Secretary to the Board



Navajo County Community College District Governing Board Meeting Minutes

May 17, 2016 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

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

Staff Present: President Jeanne Swarhout; Interim Vice President Maderia Ellison; Vice President Mark Vest; Director PJ Way; Recording Secretary to the Board Paul Hempsey.

Others Present: Kim Reed; Betsyann Wilson; Rebecca Hunt; Amber Hill; Stuart Bishop; Everett Robinson; Ann Hess; Kelley Harvey-Brannon; Bill Fee; Donna Soseman; Peggy Belknap; Rickey Jackson; Josh Rogers; John Spadaccini; Linda Kor; Ed Gentry; Brad Farber; Wayne Reeves; Martha Brooks; Jay Williams; Dorothy Williams; Ken Wilk; Jorge Meza; Margaret White; Jeremy Raisor; Gail Campbell; Mary Springer; Antonio Soto; Jessica Jackson; Timothy Hackett; Deven Endfield.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Handorf called the meeting to order at 11:53 a.m.

Agenda Item 2: Adoption of Agenda

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

Agenda Item 3: Call for Public Comment

None

Agenda Item 4: Reports

4.A. Financial Position – Interim Vice President Ellison

Interim Vice President Ellison addressed the Board and reviewed the Financial Position report.

Mr. Winslow commented that, in the future at this time of year, it would be useful to have an estimate of how much under budget we may come in for the current fiscal year and asked if there was an estimate available this year in the Unrestricted Plant Fund. Interim Vice President Ellison responded that the largest component in expenditures from this fund is I.S. and that purchases are in place for this fiscal year. The best estimate at the moment would see expenditures of approximately \$4.5 million, therefore under budget by \$545,500.00, but the college continued to evaluate redeploying funds to other divisions that may be able to utilize it on lower prioritized items already in the Capital Budget plan.



4.B. NPC Friends and Family – Director Wilson

Director Wilson addressed the Board and stated the Golf Tournament raised \$12,162.00 for student scholarships thanking Board Member Matteson and Foundation President Bishop for their support. Director Wilson attended the AZ Community College Foundation Directors meeting at Central Arizona College campuses, learning a lot from the experience, and now intends to attend a conference on Planned Giving with Foundation President Bishop. Friends and Family received the \$5000 bonus check from Arizona Gives Day.

Chair Handorf asked for comment on the recent article in AAA High Roads magazine. Director Wilson reported that Pedal the Petrified registration reached capacity and that was partly due to the article in AAA High Roads magazine, written by Jackie Dishner, as registrations increased significantly after it was published.

4.C. Human Resources

Written Report.

4.D. NPC CASO

Written Report.

4.E. Faculty Association

Written Report.

4.F. NPC Student Government Association

No Report

Agenda Item 5: Consent Agenda

- A. **April 12, 2016 Regular Board Minutes;**
- B. **April 12, 2016 Executive Session Minutes**
- C. **May 3, 2016 Teleconference Minutes**
- D. **May 3, 2016 Executive Session Minutes**
- E. **Dual Enrollment Intergovernmental Agreements** between Navajo County Community College District and St. Johns USD; Red Mesa USD.

*Mr. Matteson made a motion to approve the consent agenda. Mr. Peaches seconded. **The vote was unanimous in the affirmative.***

Agenda Item 6: Old Business

6.A. Request to Approve Change of Providers

Director Way addressed the Board and reviewed the request to Approve Change of Providers noting that the change offered a significant monetary saving.

*Mr. Matteson made a motion to approve the Change of Providers. Mr. Lucero seconded. **The vote was unanimous in the affirmative.***



Agenda Item 7: New Business

7.A. IBest Project Progress Report

Vice President Vest addressed the Board and introduced Ken Wilk, Faculty in Construction, Rickey Jackson, Associate Dean of Education and Career and College Preparation, Gail Campbell, Data Analyst, who played a big role in the application and tracking of the project, as well as Jorge Meza, Faculty in Construction for the IBest project.

Ken Wilk addressed the Board and thanked them for the phenomenal support they provide. He introduced the students from the project that were present and reviewed the concept and achievements of the project. Mr. Wilk made special mention of Mr. Antonio Soto who placed second in state at Skills USA Carpentry Construction.

Mr. Winslow commented that he saw the \$40,000 line item in the budget for learning materials, which were all the resources used to build the house. He was particularly pleased with this project as the house will be sold to an eligible family with limited income. Mr. Winslow asked if a family was already lined up and if the project was sustainable so that another house could be started before the sale. Associate Dean Jackson responded that the college was reviewing advice from different entities, such as Habitat for Humanity, on the sale of the house but no family had been lined up yet. They would have a meeting today to discuss the future of the IBest Program and what would be the next program so could report back in the future.

Students Antonio Soto and Deven Endfield commented that it was a great program and they have been enjoying it and thanked the college for hosting the project.

Mr. Winslow asked how progress was going with connections to potential employers for the students. Ken Wilk mentioned a positive phone call today with the Central Arizona Homeowners Association who is seeking construction graduates and he has invited them to the Construction Advisory Council meeting at NPC conference this week and would be happy to provide an update at a later date.

7.B. Request to Approve Faculty Sabbatical

President Swarthout addressed the Board and reviewed the request to Approve Faculty Sabbatical noting that staff recommends approval.

Mr. Matteson asked which area Mr. Chapin teaches in. President Swarthout responded that Mr. Chapin teaches in Computer Information Systems.

Mr. Matteson made a motion to approve the Sabbatical Request for John Chapin as presented. Mr. Lucero seconded. The vote was unanimous in the affirmative.



7.C. Strategic Priority Possibilities

President Swarthout reviewed potential Strategic Priorities for 2017–2018 with the Board.

Mr. Winslow asked what the timetable was for the Board to comment on Strategic Priorities as this is not an action item. Vice President Vest responded that action was not necessarily required. The Strategic Planning and Accreditation Steering Committee (SPASC) would like to fold in suggestions from the Board each year.

Mr. Matteson commented that succession planning was part of the Executive Team’s job and a normal business process also suggesting that Incorporating Green Energy Curriculum was already in process. Vice President Vest commented that there are a number of items on the list that the college is already working on but some feel we need to emphasize more.

Mr. Matteson commented that a lot of the classes for seniors happen during the summer but seniors live here year round. President Swarthout commented that summer was a good start point to build a program before expanding in the future.

Mr. Winslow commented that he spoke with Stuart Bishop, before the meeting, and is a proponent of photographs and videos showcasing the college and would like to see the use of 5-10 minute video clips as a powerful way of telling the NPC story, utilizing the skills of Mark Ford. Ann Hess commented that the Marketing department is already working with Mark Ford on a related project.

7.D. Initiate President’s Evaluation Process – NPC Procedure 2045

President Swarthout reviewed Procedure 2045, involving the President’s Evaluation Process, noting that this is a 360 year where the entire college participates.

Chair Handorf offered her permission to provide her Post Office box as a way for employees to send their evaluations.

7.E. Request to Approve Ready Navajo County IGA

President Swarthout reviewed the request to Approve Ready Navajo County IGA noting that staff recommends approval.

Mr. Matteson asked Mary Springer for a brief review of the project. Mary Springer addressed the Board and stated the county had received money through the Emergency Management Performance grant as well as the Health District for a Public Information and Warning System noting the best way to reach county employees was now via their cell phones or email. The county was approached by Stuart Bishop with this really great idea and opportunity to form a partnership and thanked the college for being the pioneer for this agreement.

Mr. Matteson made a motion to approve the Ready Navajo County IGA as presented. Mr. Lucero seconded. 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 reported that SPASC is beginning a review of the digital compliance documents for the Higher Learning Commission (HLC) visit which is only three years away. President Swarthout has been spearheading the project while the search for an Institutional Effectiveness Director continues. President Swarthout commented that the college is in good shape and has a real advantage on writing the document through the work she completes for the HLC as a Peer Reviewer.

Mr. Winslow asked what the process for the HLC to evaluate how the Quality Initiative is progressing and if there is a role for the Governing Board in the oversight of the initiative. President Swarthout responded that the roll of the Board with the HLC has narrowed with the new process. Board documents, such as minutes, will be important and she would like to have Board members attend next year's HLC Annual meeting. Vice President Vest commented that, by joining the HLC Academy on Persistence and Completion, a lot more work was placed on the PASS Team at the front end but make the compliance issue on the back end much easier. The PASS team has regular contact with HLC Academy Team Leads who provide a lot of feedback. President Swarthout commented that there will be an end report by the HLC but they don't hand out grades.

Mr. Winslow asked if the college had a Director of Institutional Effectiveness, would that individual be playing a significant role in this process. Vice President Vest responded that they would.

8.B. President's Report

President Swarthout commented that she hoped to arrange a meeting between the new President at Coconino, the Mohave President and herself to address cooperation along the I40 corridor. Recording Secretary to the Board will take on responsibility as the Administrative Assistant to the Chair of the Arizona Community College Coordinating Council requiring regular travel around Arizona.

The Arizona Women in Higher Education (AWHE) conference will be held at the beginning of June and many staff members will be attending. Interim Vice President Ellison is the college's coordinator to keep us heavily involved in the organization.

8.C. Agenda Items/Informational Needs

Chair Handorf mentioned an estimate of how much under budget the college may come in at this time of year in the future. An IBest update every few months.

Chair Handorf commented that she had received email from the Higher Learning Commission on partnerships between K12 and Community Colleges which she would like to send out to everyone.

Mr. Matteson asked for a quarterly report on successes at NATC.

Mr. Winslow requested a report on Utilization of Scholarships.

Mr. Lucero requested information on what the other community colleges received in property tax revenues as a dollar amount.



Agenda Item 9: Board Report/Summary of Current Event

Agenda Item 10: Announcement of Next Regular Meeting: Regular District Governing Board meeting on Tuesday, June 21, 2016.

Agenda Item 11: Adjournment

The meeting was adjourned at 12:57 p.m. upon a motion by Mr. Matteson, a second by Mr. Winslow, and a unanimous affirmative vote.

Respectfully submitted,



Paul Hempsey
Recording Secretary to the Board

DRAFT



CITY OF ST. JOHNS - NORTHERN PIONEER COLLEGE
LEASE AGREEMENT
2016-2020

This lease agreement is made and entered into this _____ day of _____ 2016 by and between the City of St. Johns (hereinafter referred to as “Landlord”), and Northland Pioneer College (hereinafter referred to as ‘NPC’ OR “Tenant”).

The parties agree as follows:

1. SECTION ONE—DEFINITIONS

A. Specific Definitions: As used throughout this lease, the following terms have the following meanings:

- (1) Landlord: City of St. Johns
- (2) Tenant: Northland Pioneer College (NPC)
- (3) Premises: A building of approximately 8000 square feet, and appropriate parking located at 955 North 13th West Street.
- (4) Building: The improvements currently situated on, or to be constructed upon, the Premises.
- (5) Land: A portion of the real property on which the building is situated;
- (6) Purpose: The premises shall be used for the following, and for no other, purpose(s): Vocational and Technology Training Center.
- (7) Tenant’s Notice Address: Northland Pioneer College, POB 610, Holbrook AZ 86025
- (8) Term: (Four (4) years, commencing on or before the 1st day of July, 2016 and ending at 12:00 am (midnight) on the 30th day of June, 2020 (the “Term”). In the event this lease agreement is extended beyond the Initial Term; “term” shall mean the end of any such extension period unless the context indicates otherwise.
- (9) Base Rental: \$3400 per month, payable on or before the first day of each month for the term of the lease.
- (10) Additional Rental: Tenant shall pay, on or before the first day (1st) day of each month during the term of the lease.
- (11) Alterations: Tenant shall obtain Landlord’s written consent prior to commencing any alteration of the Premises. Tenant is responsible for all interior improvements not existing at the signing of the lease. Tenant must use licensed and insured contractors for all work.
- (12) Direct Expenses: It is understood that Tenant will pay all direct expenses.
- (13) Direct Real Estate Tax and Insurance Expenses: It is understood that Landlord will pay all real estate tax and insurance expenses including the following:

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(a) Taxes and Assessments. All real property taxes and annual installments of real estate assessments on the building and land; personal property taxes on the personal property of Landlord used in the operation of the building and land; taxes upon the gross or net rental income of Tenant derived from the building and land, and the costs of contesting by appropriate proceeding the amount or validity of any such taxes.

(b) Change of Form. The parties recognize that; during the term of this lease agreement or any extension of it, the present real property tax may be wholly or partly replaced or supplemented by another form of tax. In such event, there shall be included within the definition of direct tax expenses any such tax, levy, or assessment (other than federal, state, or city and county net income taxes, or estate, gift, or other similar taxes) that now or in the future, and whether or not now customary or within the contemplation of the parties, may be charged to Landlord and is (I) levied upon, allocable to, or measured by the rental payable under this lease agreement, (ii) levied upon the business of owning and operating rental properties to the extent such tax is applicable to the premises leased, (iii) levied upon or with respect to the possession, leasing, operation, management, or occupancy by Tenant of the Premises or any portion of it; or (iv) levied upon or measured by the value of Tenant's personal property or leasehold improvements.

(c) Estimated Taxes: The projection by Landlord of the amount of direct expenses, insurance expenses, and direct tax expenses for the stated calendar year and the amount of increase, if any, over the estimate for the preceding calendar year.

B. General Definitions. As used throughout this lease agreement, the following words have the meanings set out after such words unless the context in which they appear clearly indicates otherwise.

(1) Alteration. Any addition or change to, or modification of, the Premises made by Tenant after any initial period, including, without limitation, the installation of fixtures, Tenant's trade fixtures, and Tenant's improvements as defined in this lease agreement.

(2) Authorized representative. Any officer, agent, employee, or independent contractor retained or employed by either party, acting within the authority given him or her by that party.

(3) Damage. Death, injury, deterioration, or loss to a person or injury, deterioration, or loss to property caused by another person's acts or omissions.

(4) Damages. Monetary compensation or indemnity that can be recovered in the courts by any person who has suffered damage to the person, property, or rights of such person through another's act or omission.

(5) Destruction. Any damage, as defined in this lease agreement, to or disfigurement of the Premises.

(6) Encumbrance. Any deed of trust, mortgage, or other written security device or agreement affecting the Premises, and the note or other obligation secured by it.

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- (7) Expiration. The coming to an end of the time specified in this lease agreement as its duration, including any extension of the term, if applicable.
- (8) Good condition. The good physical condition of the Premises and each portion of the premises, including, without limitation, signs, windows, appurtenances, and Tenant's personal property as defined in this lease agreement. "In good condition" means first class, neat, and broom clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.
- (9) Hold harmless. To defend and indemnify from all liability, losses, penalties, damages as defined in this lease, costs, expenses (including, without limitation, attorney fees), causes of action, claims or judgments arising out of or related to any damage, as defined in this lease agreement, to any person or property.
- (10) Law. Any judicial decision, constitution; statute, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the parties or the premises, or both, in effect either at the time of execution of this lease agreement or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body (such as, board of fire examiners or public utilities.)
- (11) Lender. Beneficiary, mortgagee, secured party, or other holder of an encumbrance as defined as defined in this lease agreement.
- (12) Lien. Charge imposed on the premises by someone other than Landlord, by which the Premises are made security for the performance of an act. Most of the liens referred to in this lease agreement are mechanics' liens.
- (13) Maintenance. Repairs, replacement, repainting, and cleaning, and lawn care.
- (14) Person. One or more human beings or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.
- (15) Provision. Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in this lease agreement that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.
- (16) Rent. Base rental, additional rental, prepaid rent, security deposit, and other similar charges shall be payable by Tenant to Landlord.
- (17) Restoration. Reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the Premises and other property to substantially the same physical condition as they were in immediately before the destruction.

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(18) Successor. Any assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this lease, to the rights or obligations of either party.

(19) Tenant's improvements. Any addition to or modification of the Premises made by Tenant before, at, or after commencement of the term, including, without limitation, fixtures (but not including Tenant's trade fixtures, as defined in this lease agreement).

(20) Tenant's personal property. Tenant's equipment, furniture, merchandise, and movable property placed in or on the Premises by Tenant, including Tenant's trade fixtures; as defined in this lease agreement.

(21) Tenant's trade fixtures. Any property installed in or on the Premises by Tenant for purposes of trade, manufacture, ornament, or related use.

(22) Termination. The ending of the term for any reason before expiration, as defined in this lease.

2. SECTION TWO-LEASING AND PAYMENT OF BASE RENTAL

A. Landlord leases to Tenant and Tenant rents from Landlord the premises for the term and upon the rent as defined in Section One. Tenant agrees to pay to Landlord each installment of base rental, in advance on the first day of each month of the term with the rent for the first month of the term to be paid upon the execution of this lease agreement.

B. The rent shall be paid by Tenant to Landlord, without deduction or offset, in lawful money of the United States of America, at Landlord's notice address or to such other person or at such other place as Landlord may from time to time designate in writing.

C. No security or guaranty that may now or subsequently be furnished Landlord for the payment of the rent or for performance by Tenant of the other covenants or conditions of this lease agreement shall in any way be a bar or defense to any action in unlawful detainer, or for the recovery of the Premises, or to any action that Landlord may at any time commence for a breach of any of the covenants or conditions of this lease.

3. SECTION THREE-USE OF PREMISES

The Premises are leased to Tenant for the purpose set forth in Section One, Paragraph A, Subparagraph (6) and for no other purposes.

4. SECTION FOUR-ALTERATIONS; MECHANICS' LIENS

A. Tenant shall not make, directly or indirectly, any alterations without first obtaining the written consent of Landlord.

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B. Any alteration shall become at once a part of the realty and belong to Landlord subject, however, to Landlord's right to require removal and restoration as provided in Section Sixteen of this lease agreement.

C. Tenant shall keep the Premises and the building free from any liens arising out of any work performed, material furnished, or obligations incurred by Tenant.

D. Tenant agrees that, if Tenant shall make any alterations of the Premises, it will not take such action until five (5) days after receipt by it of the written consent of Landlord required by this Section in order that Landlord may post appropriate notices to avoid any possible liability with respect to mechanics' liens or other such claims. Tenant shall at all times permit such notices to be posted and to remain posted until the completion and acceptance of the work. Consent to alterations shall not be unreasonably withheld by Landlord.

5. SECTION FIVE-RESTRICTIONS ON USE

A. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building, or cause a cancellation of any insurance policy covering the building, or any part of it, nor shall Tenant sell, or permit to be kept, used, or sold, in or about the Premises any article that may be prohibited by the standard form of fire insurance policy. Tenant shall, at Tenant's sole cost and expense, comply with any and all requirements pertaining to the Premises of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the building and appurtenances.

B. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other Tenants or occupants of the building or injure or annoy them, or use or allow the Premises to be used for any immoral, unlawful or objectionable purposes. No loudspeakers or other similar device, system, or apparatus which can be heard outside the Premises shall, without the prior, express, and written approval of Landlord, be used on or at the Premises.

C. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance (public or private) or other act or thing of any kind whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance of any other Tenant in the building.

6. SECTION SIX-COMPLIANCE WITH LAW

Tenant shall, at its sole cost and expense, comply with all laws pertaining to Tenant's use of the Premises, and shall faithfully observe all laws in the use of the Premises. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a party to it or not, that the Tenant has violated any law in the use of the Premises shall be conclusive of that fact as between Landlord and Tenant. Without limiting the generality of the foregoing, the duties of Tenant under this provision shall include the making of all such alterations of the Premises as may be required by law by reason of the particular manner or mode of use of the Premises by Tenant, or

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occasioned by reason of the failure of Tenant to maintain or repair the Premises as required under this lease agreement.

7. SECTION SEVEN-INDEMNITY AND EXCULPATIONS; INSURANCE

A. Exculpation and Indemnity of Landlord. Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property, and Tenant waives all claims against Landlord for damage to person or property from any cause unless due to Landlord's negligence or intended intentional act. Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, on, or about the Premises and the building; A party's obligations under this Section to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

B. Public Liability and Property Damage Insurance. Tenant at Tenant's cost shall maintain public liability and property damage insurance with liability limits of not less than ONE MILLION Dollars (\$1,000,000.00) per occurrence, and property limits of not less than THREE HUNDRED THOUSAND Dollars (\$300,000.00) per occurrence insuring against liability of Tenant and Tenant's authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises. During Tenant improvement phase, Tenant will supply appropriate insurance to cover casualty and liability insurance on the building at replacement cost.

C. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the premises and the building and other improvements in which the Premises are located, and to the fixtures, personal property, tenant's improvements, and alteration of either Landlord or Tenant in or on the Premises and the building and other improvements in which the Premises are located that are caused by or result from risks insured against under any fire and extended coverage insurance policies carried by the parties and in force at the time of any such damage. To the extent permitted by insurance, Tenant shall cause each insurance policy obtained by Tenant to provide that the insurance company waives all right of recovery by way of subrogation against Landlord in connection with any damage covered by any policy. Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with Landlord prior to the commencement date of the term and on each renewal of the policy.

8. SECTION EIGHT-RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the rules and regulations printed on or attached to this lease and all reasonable modifications of and additions to it from time to time put into effect by Landlord.

9. SECTION NINE- UTILITIES

A. Tenant shall, at Tenant's own expense, order all utilities and/or services required in connection with the use of the Premises set forth above, including electric, water, sewer, telephone, natural gas, trash removal and any other necessary utilities. Tenant will be responsible for the cost of service for all utilities and/or services at Premises. Landlord will supply all meters to read these uses. Landlord shall not be

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liable for, and Tenant shall not be entitled to, any abatement or reduction of rent by reason of Landlord's failure to furnish any of the foregoing when such failure is caused by accident, breakage, repairs, strikes, lockouts or labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of Landlord. Landlord shall not be liable under any circumstances for loss of business or injury to property, however occurring, through or in connection with or incidental to failure to furnish any of the foregoing.

10. SECTION TEN-REPAIR AND MAINTENANCE

- A. By taking possession of the Premises leased under this lease agreement, Tenant accepts the Premises as being in good sanitary order, condition, and repair.
- B. With the exception of exterior walls and roof, which shall be maintained at Landlord's sole expense, Tenant shall, at Tenant's sole cost/expense, keep and maintain the Premises and every part of it in good condition and repair. This shall include but is not limited to any landscape maintenance, snow removal, trash pickup, interior maintenance and repairs, and all other exterior maintenance, exclusive of walls and roof.
- C. Tenant waives all rights to make repairs at the expense of Landlord as provided in any law, statute, or ordinance now or subsequently in effect.
- D. Upon the expiration or earlier termination of the lease term, Tenant shall surrender the Premises to Landlord in the same condition as when received, ordinary wear and tear and damage by fire, earthquake, act of God, or the elements excepted.
- E. No representatives respecting the conditions of the Premises or the building have been made by Landlord to Tenant except as specifically stated in this lease agreement.

11. SECTION ELEVEN-RESTORATION OF PREMISES

Tenant agrees that prior to the expiration of the term of this lease agreement, or upon the earlier termination of this lease agreement, or upon Tenant's unlawful abandonment of the Premises, whichever occurs first, Tenant will leave the Premises in the same condition as when received, reasonable wear and tear, Loss by fire or other casualty, and acts of God excepted. Landlord approves Tenants alterations to operate a vocational and technology training center. It is understood by both Tenant and Landlord that all equipment used in the operation of the center belongs to the center and can be removed at the end of the lease. This includes welders, welding booths, and any other operating equipment. All walls are to remain.

12. SECTION TWELVE-ENTRY BY OWNER

Tenant shall permit Landlord and its authorized representatives to enter the Premises at all reasonable times for purposes of inspection, maintenance, or making repairs or additions to, or alterations of, any other portion of the building, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required, or for the purpose of posting notices of no liability for alterations or repairs, or for the purpose of placing upon the Premises any usual or ordinary "for sale" or "rent" signs,

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without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises occasioned by such acts, Tenant shall permit Landlord, at any time within sixty (60) days prior to the expiration of this lease agreement, to place upon such Premises any unusual or ordinary 'or rent' or "to lease" signs.

13. SECTION THIRTEEN-ESTOPPEL CERTIFICATES

Tenant shall at any time and from time to time, upon not less than thirty (30) days prior written request by Landlord, execute, acknowledge, and deliver to such party a statement in writing certifying that this lease agreement is unmodified and in full force and effect (or, if there has been any stating the modification or modifications); there are no defaults existing (or if there is any claimed default, stating its nature and extent); and the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser of the estate of Landlord, or any lender or prospective assignee of any lender on the security of the Premises or the property of which it is a part or any part of it, and by any third person.

14. SECTION FOURTEEN-ABANDONMENT OF PREMISES

Tenant shall not vacate or abandon the Premises at any time during the term. If Tenant abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Premises shall be deemed to be abandoned. At the option of Landlord, such property may be removed and stored in any public warehouse or elsewhere at the cost of and for the account of Tenant.

15. SECTION FIFTEEN-REMOVAL OF TRADE FIXTURES OF TENANT AT END OF TERM

If Tenant shall fully and faithfully perform all of Tenant's obligations under this lease agreement, then Tenant may, and upon the request of Landlord shall, remove all trade fixtures installed in the Premises by Tenant at the expiration or termination of the term of this lease agreement, or any renewal of this lease agreement, provided that such removal may be effected without damage to the Premises.

16. SECTION SIXTEEN-SURRENDER OF LEASE AGREEMENT

The voluntary or other surrender of this lease agreement by Tenant, accepted by Landlord, or the mutual cancellation of this lease agreement, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subleases or sub tenancies or operate as an assignment to Landlord of any or all of such subleases or sub tenancies.

17. SECTION SEVENTEEN-HOLDING OVER

Any holding over after the expiration of the term of this lease agreement without the consent of the Landlord shall be construed to be a tenancy from month-to-month at a rent equal to twice the rent payable if this lease agreement was still in force and effect.

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18. SECTION EIGHTEEN-GRACE PERIOD

A. No default or breach of any of the covenants and conditions of this lease agreement shall exist on the part of Landlord or Tenant until the party claiming default or breach shall serve upon the other a written notice, as provided in this lease agreement, specifying with particularity wherein such default or breach is alleged to exist, and the other party has failed to perform or observe such covenant or condition, as the case maybe, within fifteen (15) days after the serving of such notice on it.

B. In the event, however, that any penalty be incurred or created or interest be charged by reason of lapse of time due to the failure or omission of such party to have performed or observed such covenant or condition, then the party shall bear and pay such penalty or discharged such interest as additional rental under this lease agreement.

C. The foregoing period of grace shall not apply to rent payments or other payments required of Tenant under this lease agreement; the time of such payments being of the essence of this lease agreement.

D. If either party shall be delayed or prevented from the performance of any act required by this lease agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive laws, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be extended for a period equivalent to the period of such delay, provided, however, that nothing in this section shall excuse Tenant from the prompt payment of any rent or other charge required of Tenant except as may be expressly provided elsewhere in this (ease agreement.

19. SECTION NINETEEN-LANDLORD'S REMEDIES UPON DEFAULT

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive but are in addition to any remedies now or later allowed by law.

A. Landlord shall have the right either to terminate Tenant's right to possession of the Premises and thereby terminate this lease agreement or to have this lease agreement continue in full force and effect with Tenant at all times having the right to possession of the Premises. Should Landlord elect to terminate Tenant's right to possession of the Premises and terminate this lease agreement, the Landlord shall have the immediate right of entry and may remove all persons and property from the Premises. The property so removed may be stored in a public warehouse or elsewhere at the cost and for the account of Tenant. Upon such termination, Landlord, in addition to any other rights and remedies including rights and remedies under Tiles 12 and 33, A.R.S., or any amendment to it, shall be entitled to recover from Tenant the worth at the time of award of the amount by which the unpaid rent for the balance of the term of this lease agreement after the time of award exceeds the amount of such rental loss that the Tenant could have reasonably avoided. The worth at the time of award of the amount referred to in this Section shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of Denver at the time of the award plus five percent (5%). Prior to such award, Landlord may release the Premises for the

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purpose of mitigating damages suffered by Landlord because of Tenant's failure to perform Tenant's obligations under this lease agreement.

B. Any proof of Tenant of the amount of rent loss that could have been reasonably avoided shall be made in the following manner: Landlord and Tenant shall each select a licensed real estate broker in the business of renting property of the same type and us as the premises and in the same geographic vicinity. The two real estate brokers shall select a third licensed real estate broker, and the three licensed real estate brokers so selected shall determine the amount of rent loss that could have been reasonably avoided for the balance of the term of this lease agreement after the time of award. The decision of the majority of the licensed real estate brokers shall be final and binding upon the parties to this lease agreement.

C. As used in this lease agreement, the term "time of award" shall mean either the date upon which Tenant pays to Landlord the amount recoverable by Landlord as set forth in this lease agreement or the date of entry of any determination, order, or judgment of any court, or other legally constituted body, or any arbitrators determining the amount recoverable, whichever occurs first.

D. Should Landlord, following any breach or default of this lease agreement by Tenant, elect to keep this lease agreement in full force and effect, for so long as Landlord does not terminate Tenant's right to possession of the Premises (in spite of the fact that Tenant may have abandoned the Premises), then Landlord, in addition to all other rights and remedies that Landlord may have at law or in equity, shall have the right to enforce all of Landlord's rights and remedies under this lease agreement. In spite of any such election to have this lease agreement remain in full force and effect, Landlord may at any time thereafter elect to terminate Tenant's right to possession of the Premises and thereby terminate this lease agreement for any previous breach or default which remains uncured, or for any subsequent breach or default. For the purposes of Landlord's right to continue this lease agreement in effect upon Tenant's breach or default, Landlord's acts to maintain or preserve the Premises, or to relet them, or to seek the appointment of a receiver to protect its interest under this lease agreement shall not constitute a termination of Tenant's right to possession.

E. In the even? Landlord elects, upon breach or default of this lease agreement by Tenant, to keep this lease agreement in full force and effect, Landlord may, as attorney- in-fact of Tenant, from time to time to sublet the Premises or any part of it for such term and at such rent and upon such other terms as Landlord in Landlord's sole discretion may deem advisable. Upon each such subletting, (1) Tenant shall be immediately liable to pay to Landlord, in addition to indebtedness other than rent due under this lease agreement, the cost of such subletting and any reasonably necessary alterations and repairs, incurred by Landlord and the amount by which the rent under this lease agreement for the period of such subletting (to the extent such period does not exceed the term of this lease agreement) exceeds the amount agreed to be paid as rent for the Premises for the period of subletting, or (2) at the option of Landlord, rents received from the subletting shall be applied: first, to payment of indebtedness other than rent due under this lease agreement from Tenant to Landlord; second, to the payment of costs of the subletting and of any reasonably necessary alterations and repairs; third, to payment of rent due and unpaid under this lease agreement; and the residue, if any, shall be held by Landlord and applied in payment of future rents as they become due under this lease agreement. If Tenant has been credited with any rent to be received by

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the subletting under option (1) and the rent has not been promptly paid to Landlord by the subtenant, or if the rent received from the subletting under option (2) during any month is less than that to be paid during that month by Tenant under this lease agreement, Tenant shall pay any such deficiency to Landlord. The deficiency shall be calculated and paid monthly. No taking possession of the Premises by Landlord, as attorney-in-fact for Tenant, shall be construed as an election on its part to terminate this lease agreement unless a written notice of such intention be given to Tenant. In spite of any such subletting without termination, Landlord may at any time thereafter elect to terminate this lease agreement for such previous breach. At Landlord's option and application, a receiver for Tenant shall be appointed to take possession of the Premises and to exercise Landlord's right to sublet the Premises as attorney-in-fact for Tenant and to apply any rent collected from the Premises as provided in this lease agreement.

F. Nothing in this section affects the right of Landlord to indemnification for liability arising prior to the termination of this lease agreement for personal injuries or property damage where this lease agreement provides for such indemnification.

G. If Tenant shall be in default in the performance of any covenant to be performed under this lease agreement, then, after notice and without waiving or releasing Tenant from the performance of the covenant, Landlord may, but shall not be obligated to, perform any such covenant, and in exercising any such right pay necessary and incidental costs and expenses in connection with it. All sums so paid by Landlord, together with interest on it at the maximum rate of interest per annum allowed by law, shall be deemed additional rental and shall be payable to Landlord on the next rent-paying day.

H. Rent not paid when due shall bear interest at the maximum rate of interest per annum allowed by law from the date due until paid.

20. SECTION TWENTY- ATTORNEY FEES ON DEFAULT

If either Landlord or Tenant shall obtain legal counsel bring an action against the other by reason of the breach of any covenant, warranty, or condition of this lease agreement or otherwise arising out of this lease agreement, the unsuccessful party shall pay to the prevailing party reasonable attorney fees, which shall be payable whether or not such action is prosecuted to judgment. The term "prevailing party" shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement, or judgment.

21. SECTION TWENTY-ONE -INSOLVENCY

The occurrence of any of the following events shall constitute a breach of this lease agreement by Tenant and a default under this agreement: (1) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant; or (2) a general assignment by Tenant for the benefit of creditors; or (3) any action taken or suffered by Tenant under any insolvency or bankruptcy act.

22. SECTION TWENTY-TWO-ASSIGNMENT OR SUBLETTING

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A. Except for Tenant's affiliates or its future successors, Tenant shall not assign this lease agreement or any interest in it and shall not sublet the Premises or any part of it or any right or privilege appurtenant to this lease agreement or permit any other person (the agents and employees of Tenant excepted) to occupy or use the Premises or any portion of it without first receiving the written consent of Landlord. Landlord agrees not to unreasonably withhold such consent but may in lieu of granting consent terminate this lease agreement. A consent to one assignment, subletting, or occupation, and use by another person shall not be deemed to be a consent to any other or further assignment, subletting, or occupation nor a waiver of the provisions of this Section, except as to the specific instance covered by it. Any such assignment, subletting, or occupation without consent shall be void and shall at the option of Landlord terminate this lease agreement. This lease agreement and any interest in it shall not be assignable as to the interest of Tenant by operation of law without the written consent of Landlord.

B. In the event Tenant contemplates an action under Section Twenty-Six, Paragraph A, Tenant shall give Landlord Fifteen (15) days written notice of Tenants intention to sublease or assign this lease agreement. Such notice shall constitute an offer by Tenant to Landlord to terminate this lease agreement and the future rights and obligations of the parties under this lease agreement. Landlord may accept the offer by giving written notice of acceptance to Tenant within (15) days of Landlord's receipt of Tenant's notice of intention to sublet or assign. Upon such acceptance, this lease agreement shall terminate as of the end of the calendar month in which the notice of acceptance is given to Tenant. Tenant shall then surrender the Premises to Landlord and the provisions of this lease applicable to termination upon expiration of the term shall apply. Such termination shall not relieve either party from liability for any breach or default occurring prior to termination.

C. Tenant shall have the right in the event of a merger, consolidation, reorganization, or recapitalization, whether or not Tenant survives as the surviving corporation, to assign or transfer this lease agreement to such surviving corporation. In the event Tenant contemplates making an assignment or transfer as provided in this Section Twenty-Six, Paragraph C, Tenant shall give fifteen (15) days written notice to Landlord of its intent to make the assignment or transfer and shall furnish to Landlord all pertinent information as to the book value of the proposed assignee. Upon assignment or transfer, as provided in this section, the liability of Tenant shall terminate and Landlord shall look to the assignee for performance under this lease agreement, provided the assignee agrees in writing to be bound by the terms and conditions of this lease agreement as though an original signatory.

D. Any transfer of shares by Tenant by reason of which the present shareholders own less than fifty-one percent (51%) of the outstanding stock of Tenant or a surviving corporation shall constitute an assignment of this lease agreement subject to the provisions limiting assignment.

E. Except as otherwise expressly provided in this lease agreement, Tenant shall remain fully liable on this lease agreement and shall not be released from performing any of the terms, covenants, and conditions of this lease agreement unless Landlord consents.

F. Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this lease agreement, all rent from any subletting of all or a part of the Premises as permitted by this

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lease agreement. Landlord, as assignee and as attorney- in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this lease, except that, until the occurrence of an act of default by Tenant, Tenant shall have the right to collect such rent.

G. In no event shall Tenant assign this lease agreement or sublet the Premises, or any portion of it, to any then-existing or prospective Tenant of the building.

23. SECTION TWENTY-THREE-TRANSFER BY LANDLORD; RELEASE FROM LIABILITY

In the event Landlord shall sell or transfer the building or any part of it and as a part of such transaction shall assign its interest as Landlord in and to this lease agreement, then from the effective date of such sale, assignment, or transfer Landlord shall have no further liability under this lease agreement to Tenant except as to any matters of liability that have accrued and are unsatisfied as of such date, it being intended that the covenants and obligations contained in this lease agreement on the part of Landlord shall be binding upon Landlord and its successors and assigns only during their respective periods "of ownership of the fee or leasehold estate, as the case may be.

24. SECTION TWENTY-FOUR- DAMAGE TO OR DESTRUCTION OF PREMISES

A. In the event of either a partial destruction or total destruction of the Premises from any cause covered by Landlord's standard fire and extended coverage insurance, Landlord may terminate the lease. If the Landlord elects to use the insurance proceeds then the lease shall continue. If the Landlord elects to make the repairs and the repairs can be made within sixty (60) days, then the lease agreement shall remain in full force and effect.

B. If Landlord does not elect to make repairs, it is not obligated to make, or if repairs cannot be made within sixty (60) days, or if repairs cannot be made under law, this lease agreement may be terminated at the option of either party.

25. SECTION TWENTY-FIVE-EMINENT DOMAIN

A. If all or any part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party to this lease agreement shall have the right, at its option, to terminate this lease agreement upon notice given within thirty (30) days after the date of such taking or appropriation.

B. If all or any part of the building shall be taken or appropriated by any public or quasi- public authority under any power of eminent domain, Landlord may terminate this lease agreement upon notice given within thirty (30) days after the date of such taking or appropriation.

C. In either of the above-stated events, Landlord shall be entitled to, and Tenant upon demand of Landlord shall assign to Landlord, any rights of Tenant to any and all income, rent, award, or any interest

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whatsoever that may be paid or made in connection with such public or quasi-public use or purpose, and Tenant shall have no claim against Landlord or the value of any unexpired term of this lease agreement.

D. If a part of the Premises shall be so taken or appropriated and neither party to this agreement shall elect to terminate the lease agreement, the rent subsequently to be paid shall be equitably reduced.

26. SECTION TWENTY-SIX-SUBORDINATION TO MORTGAGES AND DEEDS OF TRUST

This lease agreement shall be subject and subordinate at all times to all to all ground and underlying lease agreements that may now exist or subsequently be executed affecting the building and/or the land and to the lien of any encumbrance in any amount or amounts whatsoever now or subsequently placed on or against the building and/or land or on or against any ground or underlying lease agreement without the necessity of having further instruments on the part of Tenant to effectuate such subordination. In spite of the foregoing, Tenant covenants and agrees to execute and deliver upon demand such further instruments evidencing such subordination of this lease agreement to such ground or underlying lease agreements and to the lien of any such encumbrance as may be required by landlord. Tenant hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any such instrument or instruments for or in the name of Tenant In the event of termination of any ground or underlying lease agreement, or in the event of foreclosure or exercise of any power of sale under any encumbrance superior to this lease agreement or to which this lease agreement is subject or subordinate, Tenant shall upon demand attorney to the lessor under such ground or underlying lease agreement or to the purchaser at any foreclosure sale or sale pursuant to the exercise of any power of sale under any encumbrance, in which event this lease agreement shall not terminate and Tenant shall automatically be and become the Tenant of such lessor under such ground or underlying lease agreement or such purchaser, whichever shall make demand for it. This lease between the Landlord and Tenant shall not be subordinated to any other agreement by Tenant.

27. SECTION TWENTY-SEVEN-EFFECT OF EXERCISE OF OR FAILURE TO EXERCISE RIGHTS BY LANDLORD

Neither the exercise of nor failure to exercise any right, option, or privilege under this lease agreement by Landlord shall exclude Landlord from exercising any and all other rights, options, or privileges under this lease agreement, nor shall such exercise or non- exercise relieve Tenant from Tenant's obligation to perform each and every covenant and condition to be performed by Tenant under this lease agreement, or from damages or other remedy for failure to perform or meet the obligations of this lease agreement.

28. SECTION TWENTY-EIGHT- WAIVER

A. The waiver by Landlord of any breach of any term, covenant, or condition contained in this lease agreement shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of such term, covenant, or condition, or of any other term, covenant, or condition in this lease.

B. The acceptance of rent under this lease agreement by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this lease agreement

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other than Tenant's breach in failing to pay the particular rent so accepted, regardless of Landlord's knowledge of such additional preceding breach at the time of the acceptance of rent.

29. SECTION TWENTY-NINE - NOTICES

All notices to be given to Tenant may be given in writing personally or by depositing the notices in the United States mail, postage prepaid, and addressed: if to Tenant, at Tenant's notice address as set forth in Section One, Paragraph A, Subparagraph (7) or at such other place or places as Tenant may from time to time designate in writing; if to Landlord, at the building office, or at such other place or places as Landlord may from time to time designate in writing.

30. SECTION THIRTY- REPRESENTATIONS

This lease agreement represents the entire agreement of the parties with respect to the parties' rights and duties under it. Tenant acknowledges that neither Landlord nor any agent, or representative of Landlord, or any person purporting to act on Landlord's behalf, has made any representation, warranty, or statement with respect to the amount of taxes that may or will be assessed against the Premises or about the cost of any insurance required to be secured by Tenant under this lease agreement or any other matter relating to this lease agreement that is not-expressly covered in this lease agreement. With respect to such matters, Tenant is relying upon tenant's own independent investigation, and sources of information, and Tenant expressly waives any right Tenant might otherwise have under the law to rescind this lease agreement or to claim damages by reason of the fact that such taxes or assessments or costs of insurance may be in excess of any sum deemed reasonable by Tenant, or in excess of any amount Tenant anticipated paying under the lease.

31. SECTION THIRTY-ONE- NOTICE OF SURRENDER OR TERMINATION

At least thirty (30) days before the last day of the term of this lease, Tenant shall give to Landlord a written notice of intention to surrender the Premises on that date, but nothing contained in this lease agreement shall be construed as an extension of the term or as consent of Landlord to any holding over by Tenant.

32. SECTION THIRTY-TWO- LIGHT AND AIR

Tenant covenants and agrees that no diminution of light, air, or view by any structure that may subsequently be erected (whether or not by Landlord) shall entitle Tenant to any reduction of rent under this lease agreement, result in any liability of Landlord to Tenant, or in any other way affect this lease agreement.

33. SECTION THIRTY-THREE - EXECUTION

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease and it is not effective as a lease agreement or otherwise until execution and delivery by both Landlord and Tenant.

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34. SECTION THIRTY-FOUR- TIME IS OF THE ESSENCE

Time is of the essence of this lease agreement and each and all of its provisions.

35. SECTION THIRTY-FIVE- NAME

Tenant shall not use the name of the building for any purpose other than as the address of the business conducted by Tenant in the Premises without the written consent of Landlord.

36. SECTION THIRTY-SIX-ENTIRE AGREEMENT; AMENDMENT

This lease agreement contains ail the agreements of the parties with respect to the subject matter and cannot be amended or modified except by a written agreement.

37. SECTION THIRTY-SEVEN- NEGATION OF PARTNERSHIP

Landlord shall not become or be deemed a partner or a joint venture with Tenant by reason of the provisions of this lease agreement.

38. SECTION THIRTY-EIGHT- PROVISIONS ARE COVENANTS AND CONDITIONS

All provisions, whether stated as covenants or conditions, shall be deemed to be both covenants and conditions

39. SECTION THIRTY-NINE - USE OF DEFINITIONS

The definitions contained at the beginning of and in the text of this lease agreement shall be used to interpret this lease agreement.

40. SECTION FORTY-SEVERABILTY

The invalidity, illegality, or unenforceability of any provision of this lease agreement shall not render the other provisions invalid, illegal, or unenforceable.

41. SECTION FORTY-ONE- CAPTIONS

The headings of the sections of this lease agreement are descriptive and for convenience only and are not a part of this lease agreement, and shall have no effect on the construction or interpretation of this lease.

42. SECTION FORTY-TWO- SUCCESSORS

The provisions of this lease agreement shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, administrators, and executors of the parties.

43. SECTION FORTY-THREE- APPLICABLE LAW

This lease shall be construed and interpreted in accordance with the laws of the State of Arizona.

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44. SECTION FORTY-FOUR- COUNTERPARTS

This lease agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

In witness whereof, each party to this agreement has caused it to be executed on the date first above written.

LANDLORD:
City of St Johns

TENANT:
Northland Pioneer College

By: _____
Mayor Ryan Paterson

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk Timothy Hinton

Landlord's Notice Address:
P.O. Box 455
St. Johns, AZ 85936

This agreement has been reviewed by the City of St. Johns' Attorney and has been determined to be proper form and is within the powers and authority granted under the laws of the State of Arizona.

Dated the _____ day of _____, 2016

D. Bryce Paterson
City of St Johns Attorney
P.O. Box 455
St Johns AZ, 85936

By: _____
D. Bryce Paterson

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

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____, 2016, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Ganado Unified School District No. 20, (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

College has determined that it is 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 requirements.

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
HEBER-OVERGAARD UNIFIED SCHOOL DISTRICT NO. 6**

This Intergovernmental Agreement (“Agreement”) is entered into this 10 day of May, 2016, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Heber-Overgaard Unified School District No. 6, (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

College has determined that it is 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 requirements.

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
HOLBROOK UNIFIED SCHOOL DISTRICT NO. 3**

This Intergovernmental Agreement (“Agreement”) is entered into this 10th day of May, 2016, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Holbrook Unified School District No. 3, (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

College has determined that it is 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 requirements.

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
JOSEPH CITY UNIFIED SCHOOL DISTRICT NO. 2**

This Intergovernmental Agreement (“Agreement”) is entered into this 10TH day of May, 2016, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Joseph City Unified School District No. 2, (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

College has determined that it is 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 requirements.

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
SHOW LOW UNIFIED SCHOOL DISTRICT NO. 10**

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____, 2016, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Show Low Unified School District No. 10, (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

College has determined that it is 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 requirements.

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
WINDOW ROCK UNIFIED SCHOOL DISTRICT NO. 8**

This Intergovernmental Agreement ("Agreement") is entered into this 4th day of May, 2016, between Navajo County Community College District, dba Northland Pioneer College ("College"), and Window Rock Unified School District No. 8, ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

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

College has determined that it is 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 requirements.

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
WINSLOW UNIFIED SCHOOL DISTRICT NO.1**

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____, 2016, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Winslow Unified School District No. 1 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

College has determined that it is 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 requirements.

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
BLUE RIDGE UNIFIED SCHOOL DISTRICT NO. 32**

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____, 2016, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Ridge Unified School District No. 32, (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

College has determined that it is 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 requirements.

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, 2017 (“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 E 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 shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*

E. 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.

F. 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.

G. 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.

H. 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).

I. 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.

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 the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and applicable regulations, 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, or the Individuals with Disabilities Education Act (“IDEA”), as applicable. College shall work with School District in determining appropriate accommodations or special education services, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

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(E) above.

F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if

any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

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

5.2 Instructors and Instruction

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

B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the 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

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.

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 in-state 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 and applicable regulations, 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 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services 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 or special education services. School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

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 a College 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 prior 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 student's eligibility for in-state tuition. 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 does not meet the statutory requirements for in-state tuition 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. 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.

9. 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 District policies controlling the disclosure of personally identifiable information from a student's education records.

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 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 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

10.2 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.

10.3 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.

10.4 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.

11. RESPONSIBILITY

11.1 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.

11.2 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.

12. 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.

13. 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.

14. 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 2009-09, 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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:

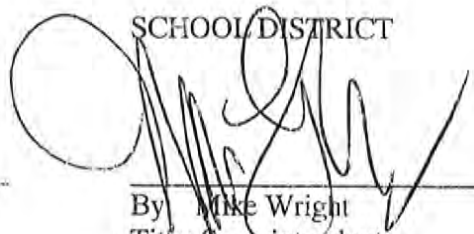
Dr. Jeanne Swarthout, President
Northland Pioneer College
P.O. Box 610
Holbrook, Arizona 86025

If to School District:

Mike Wright, Superintendent
Blue Ridge Unified School District
1200 W White Mountain Blvd
Lakeside, AZ 85929

COLLEGE

SCHOOL DISTRICT



By: Jeanne Swarhout, Ph.D.
Title: President

By: Mike Wright
Title: Superintendent

Date

Date

5/10/16

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

By: 
Legal Counsel for College

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


By:  5-4-2016
Legal Counsel for School District

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-eight Dollars (\$68) per credit hour for each in-state student and Three hundred twenty-five Dollars (\$325) 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 Fees (schedule attached)	District	Student	<input checked="" type="checkbox"/>
3.	District	Student	

4. 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
- 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 may 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:
(specify administrator and address)

Invoices to be sent to the School District:
(specify administrator and address)

Not applicable

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$1,618,200

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

Less than 1%

Amount School District returned to College:

-0-

EXHIBIT B

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

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

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

The number of students admitted for any Dual Enrollment Course shall not be less than six (6) students per section and shall not exceed a maximum of thirty (30) students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance..

COURSE	TITLE	CREDITS	SEMESTER	INSTRUCTOR
IMO160	ROBOTICS	3.00	FALL	FOGLE, ERIC
IMO161	INTRO COMPTR AID MANU	3.00	FALL	FOGLE, ERIC
IMO199	WORKSHOP	3.00	FALL	FOGLE, ERIC
IMO200	SYSTM CRITIC THINK AN	3.00	FALL	FOGLE, ERIC
MAT103	BUSINESS MATH	3.00	FALL	FOGLE, ERIC
LAN160	BEG AMERICAN SIGN LAN	3.00	FALL	GARRISON, LA
BUS126-	INTRO MS OFFICE	3.00	FALL	GOMEZ, KATHR
BUS100	INTRODUCTION TO BUSIN	3.00	FALL	GOMEZ, KATHR
BUS105	TECHNIQUES OF SUPERVI	3.00	FALL	GOMEZ, KATHR
BUS106	TECH OF PERSONAL FINA	3.00	FALL	GOMEZ, KATHR
BUS110	SM BUSINESS MANAGEMEN	3.00	FALL	GOMEZ, KATHR
BUS112	FUNDAMNTLS BOOKKEEPIN	3.00	FALL	GOMEZ, KATHR
BUS122	COMPUTER ACCOUNTING	3.00	FALL	GOMEZ, KATHR
MAT152	ADVANCED ALGEBRA	3.00	FALL	KEAN, THOMAS
MAT189	PRECALCULUS ALGEBRA-T	3.00	FALL	KEAN, THOMAS
MAT231	CALCULUS II	4.00	FALL	KEAN, THOMAS
CIS115	INTRO GRAPHIC COMMUNI	3.00	FALL	PETERSEN, DA
CIS116	COMPUTER PHOTOGRAPHIC	3.00	FALL	PETERSEN, DA
CIS117	TWO-DIMENSIONAL COMPU	3.00	FALL	PETERSEN, DA
CIS119	PAGE LAYOUT AND DESIG	3.00	FALL	PETERSEN, DA
CIS258	COMPUTER ILLUSTRATION	3.00	FALL	PETERSEN, DA
CON100	CONSTRUCTION SAFETY P	4.00	FALL	RICE, JAMES
CON121	CABINETMAKING I	3.00	FALL	RICE, JAMES
CON221	CABINETMAKING II	3.00	FALL	RICE, JAMES
CON222	CABINETMAKING III	3.00	FALL	RICE, JAMES
INA105	WOODWORKING I	3.00	FALL	RICE, JAMES
INA106	WOODWORKING II	3.00	FALL	RICE, JAMES
INA205	WOODWORKING III	3.00	FALL	RICE, JAMES
INA206	WOODWORKING IV	3.00	FALL	RICE, JAMES

CIS103	INTRO TO WINDOWS	1.00	SPRING	FOGLE, ERIC
CIS106	COMPUTER LITERACY	3.00	SPRING	FOGLE, ERIC
CIS114	INTRODUCTION TO MULTI	3.00	SPRING	FOGLE, ERIC
CIS118	GRAPHICS-INTERACTV AN	3.00	SPRING	FOGLE, ERIC
CIS122	INTRO COMP PRESNTN GR	1.00	SPRING	FOGLE, ERIC
CIS161	MICROSOFT OPERATING S	3.00	SPRING	FOGLE, ERIC
CIS187	INTRODUCTION TO WEB D	3.00	SPRING	FOGLE, ERIC
IMO160	ROBOTICS	3.00	SPRING	FOGLE, ERIC
IMO161	INTRO COMPTR AID MANU	3.00	SPRING	FOGLE, ERIC
IMO199	PNEUMATICS & HYDRAULI	3.00	SPRING	FOGLE, ERIC
IMO200	SYSTM CRITIC THINK AN	3.00	SPRING	FOGLE, ERIC
MAT103	BUSINESS MATH	3.00	SPRING	FOGLE, ERIC
LAN161	INTERM AMERICAN SIGN	3.00	SPRING	GARRISON, LA
LAN260	ADV AMERICAN SIGN LAN	3.00	SPRING	GARRISON, LA
BUS112	FUNDAMNTLS BOOKKEEPIN	3.00	SPRING	GOMEZ, KATHR
BUS117	PRINC ACCT I-FINANCIA	3.00	SPRING	GOMEZ, KATHR
BUS122	COMPUTER ACCOUNTING	3.00	SPRING	GOMEZ, KATHR
MAT152	ADVANCED ALGEBRA	3.00	SPRING	KEAN, THOMAS
MAT189	PRECALCULUS ALGEBRA-T	3.00	SPRING	KEAN, THOMAS
MAT221	CALCULUS I	4.00	SPRING	KEAN, THOMAS
CIS115	INTRO GRAPHIC COMMUNI	3.00	SPRING	PETERSEN, DA
CIS116	COMPUTER PHOTOGRAPHIC	3.00	SPRING	PETERSEN, DA
CIS117	TWO-DIMENSIONAL COMPU	3.00	SPRING	PETERSEN, DA
CIS119	PAGE LAYOUT AND DESIG	3.00	SPRING	PETERSEN, DA
CON100	CONSTRUCTION SAFETY P	4.00	SPRING	RICE, JAMES
CON121	CABINETMAKING I	3.00	SPRING	RICE, JAMES
CON221	CABINETMAKING II	3.00	SPRING	RICE, JAMES
CON222	CABINETMAKING III	3.00	SPRING	RICE, JAMES
INA105	WOODWORKING I	3.00	SPRING	RICE, JAMES
INA106	WOODWORKING II	3.00	SPRING	RICE, JAMES
INA205	WOODWORKING III	3.00	SPRING	RICE, JAMES
INA206	WOODWORKING IV	3.00	SPRING	RICE, JAMES

Request to Approve Resolution Calling for Election of District Governing Board Members

Recommendation:

Staff recommends approval of the resolution calling for Election of District Governing board members for District #2, and #5.

Summary:

The District Governing Board position in Districts #2, held by Mr. Winslow, will expire December 31, 2016. The District Governing Board position in Districts #5, held by Ms. Handorf, will expire December 31, 2016.



RESOLUTION

Inasmuch as the District Governing Board term for District #2 and District #5 will expire on December 31, 2016, it is therefore

RESOLVED, that pursuant to ARS §16-226, §IS-144I.E (I) and §IS-1442.C, the Navajo County Community College District Governing Board hereby calls for a Special District Election to be held November 8, 2016, in order to fill the term for District #2 for a six-year term commencing January 1, 2017 and expiring on December 31, 2022; to fill the term for District #5 for a six-year term commencing January 1, 2017 and expiring on December 31, 2022.

We request this election to be conducted by the Navajo County Elections Department in conjunction with the Navajo County General Election on November 8, 2016.

DATED this ___ day of June 2016.

BOARD MEMBERS

Ginny Handorf, Chair

Daniel Peaches, Secretary

Frank Lucero

James Matteson

Prescott Winslow

HIGHER LEARNING COMMISSION FINANCIAL RATIO UPDATE

Summary:

The Higher Learning Commission (HLC) uses specific financial ratios to track institutional health as part of an overall strategic financial analysis. The model adopted by the HLC uses the concept of a Composite Financial Index (CFI), which is intended to give a quick snapshot of overall financial health.

Well-managed institutions use their mission to drive success and use financial metrics to determine affordability. The ratios assist in the development of the answers to the following questions and other key questions of strategic financial importance.

- Are resources sufficient and flexible enough to support the mission?
- Are resources managed strategically to advance the mission, such as debt?
- Does asset performance and management support the strategic direction?
- Do operating results indicate the institution is living within available resources?

Data for fiscal year 2014-15 is presented with and without the change in accounting principle related to GASB Statement No. 68 *Accounting and Financial Reporting for Pensions*. Historical and comparative information are also included.

The CFI measures the overall financial health of the institution based on the sufficiency and flexibility of resources, the management of debt, the performance of assets, and the results of operations. A score of 3.0 is considered the threshold for financial health. NPC's score is well above the threshold and has been for years.

The financial ratios that make up the CFI include:

- **Primary Reserve Ratio** (*CFI weight = 35%*) – measures financial strength by comparing expendable net assets to total expenses. The ratio represents the percent of a year the institution could meet financial obligations with assets readily available. A ratio of .40 is considered the threshold for financial health. NPC's score is well above the threshold and has been for years.
- **Net Operating Revenues Ratio (%)** (*CFI weight = 10%*) - measures whether the institutional operations resulted in a surplus or a deficit for the year. The ability of an institution to operate within available resources in basic day-to-day functions. The



threshold for financial health is 4 percent. NPC's score is well above the threshold and has been for years.

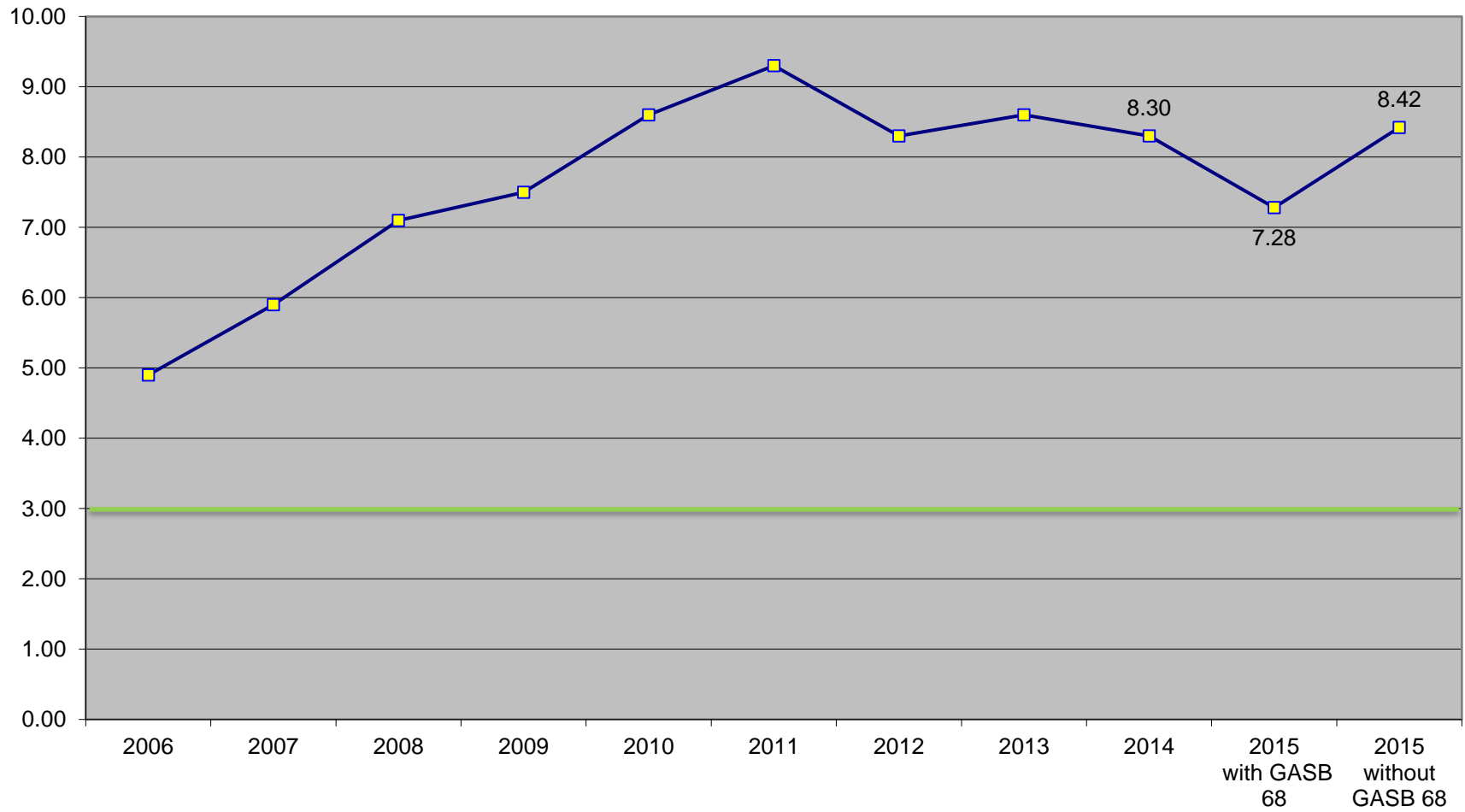
- **Return on Net Assets (%)** (*CFI weight = 20%*) - measures whether the institution's total assets (restricted and unrestricted) are increasing or decreasing. A ratio that is 3-4% above inflation is considered the threshold for financial health. A higher RONA means that the institution is using its assets and working capital efficiently and effectively. NPC's ratio has been above the inflation rate.
- **Viability Ratio** (*CFI weight = 35%*) - measures the ability of an institution to meet its entire debt obligation with expendable assets. A ratio of 1.25 is considered the threshold for financial health. NPC has no long term debt or bonds, so this ratio is not applicable.



Northland Pioneer College

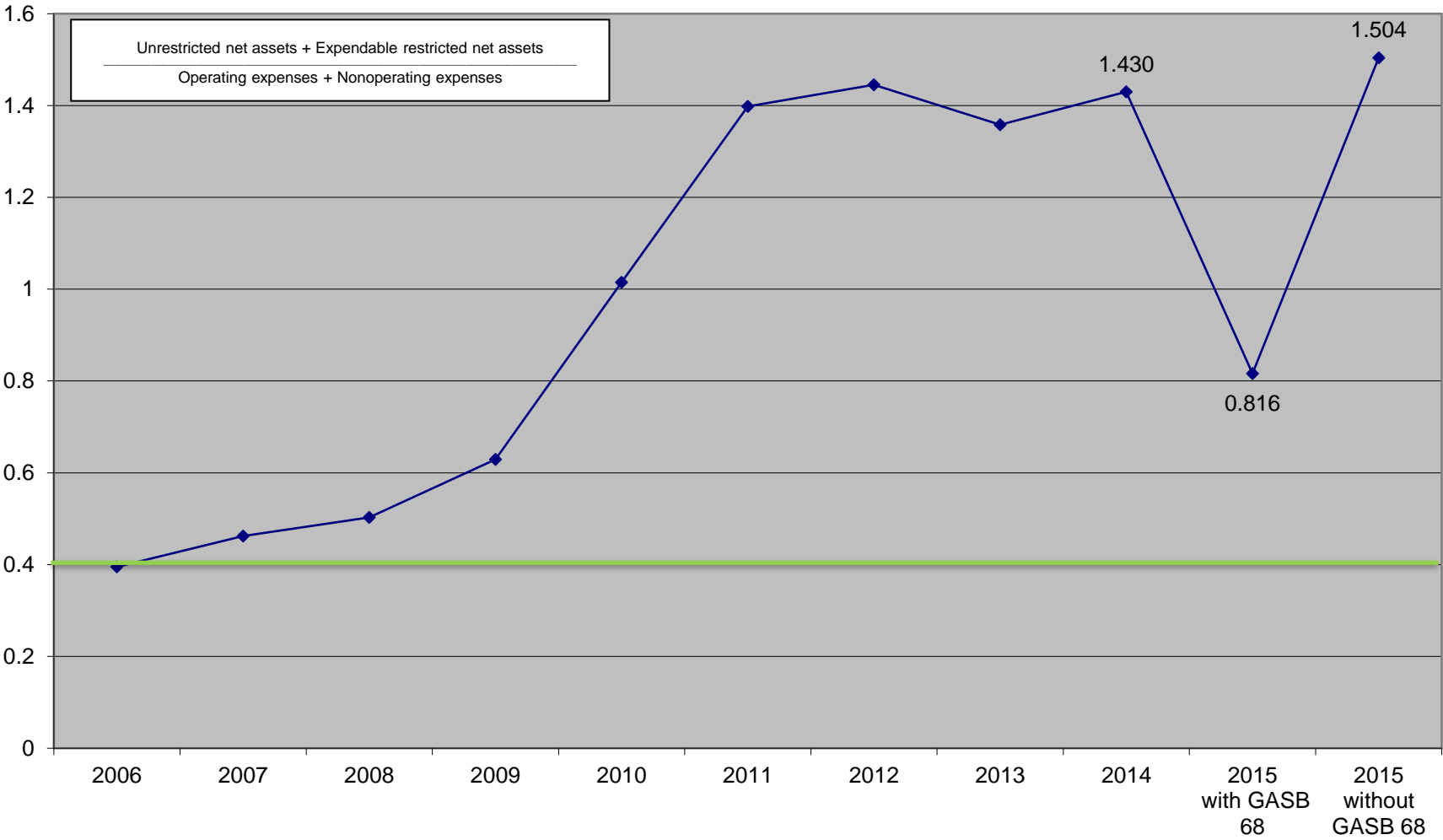
Post Office Box 610 • Holbrook, AZ 86025 • (928) 524-7311 • Fax (928) 524-7312 • www.npc.edu

Composite Financial Indicator



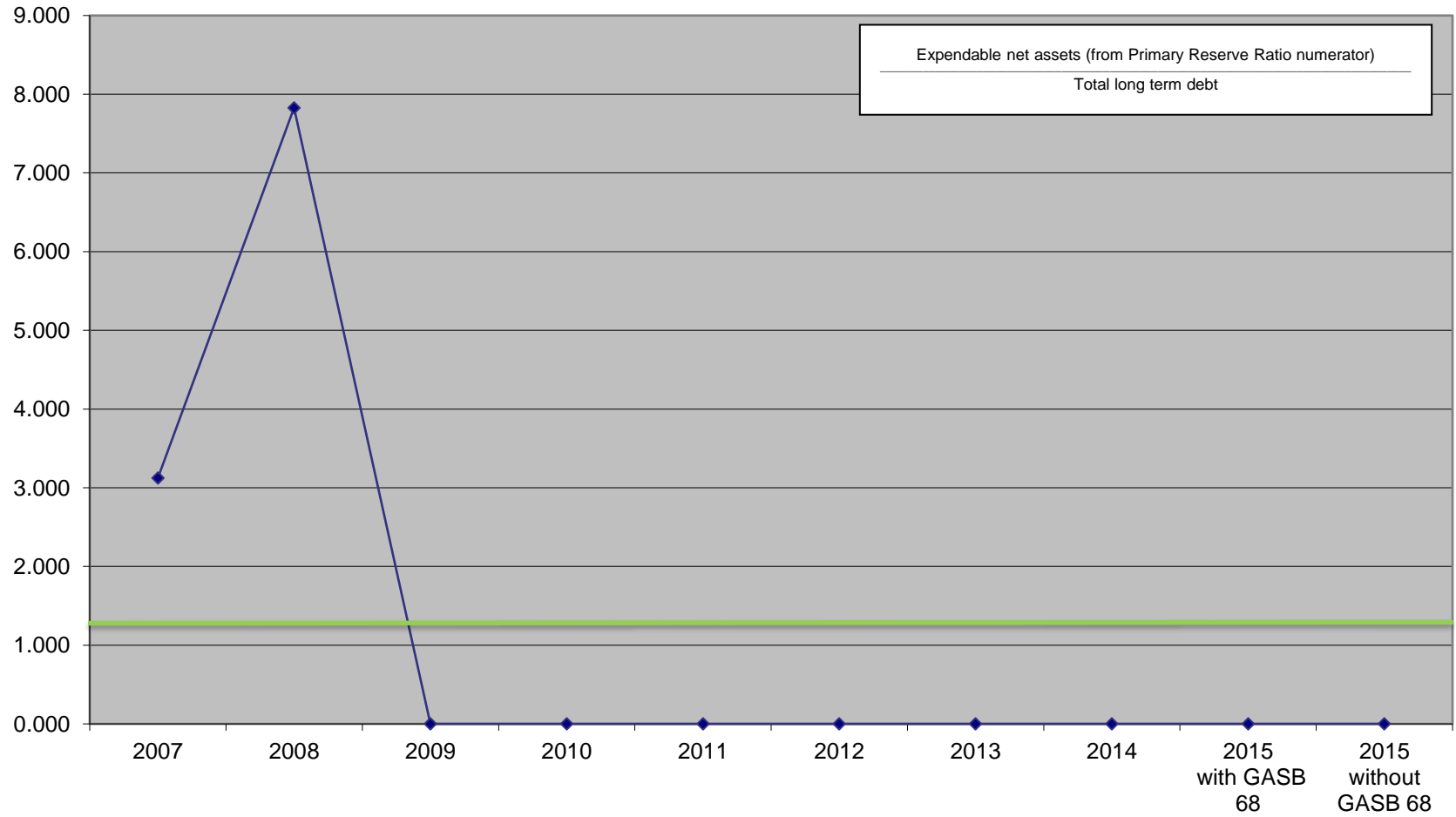
Primary Reserve Ratio

CFI Weight = 35%



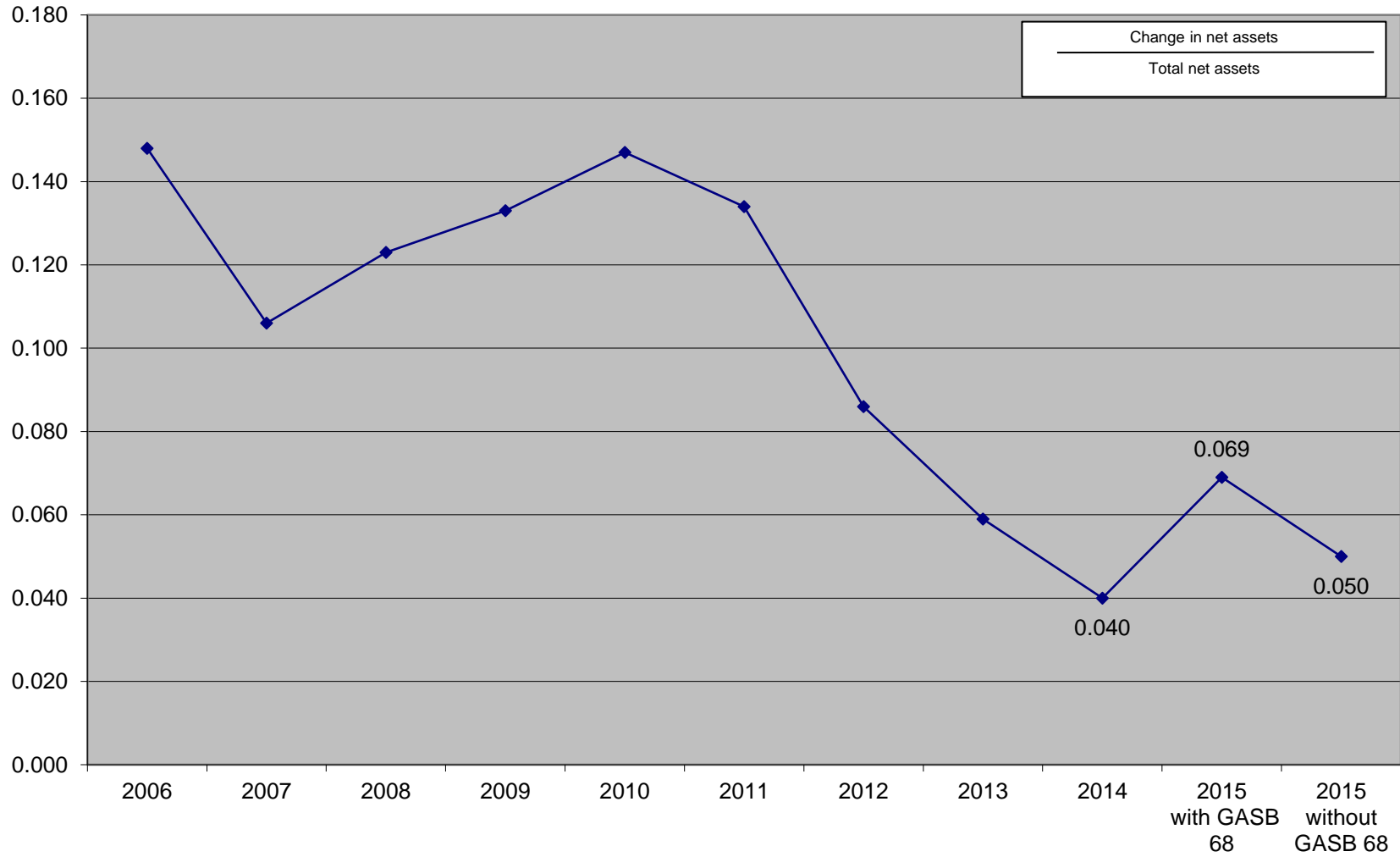
Viability Ratio

CFI Weight = 35%



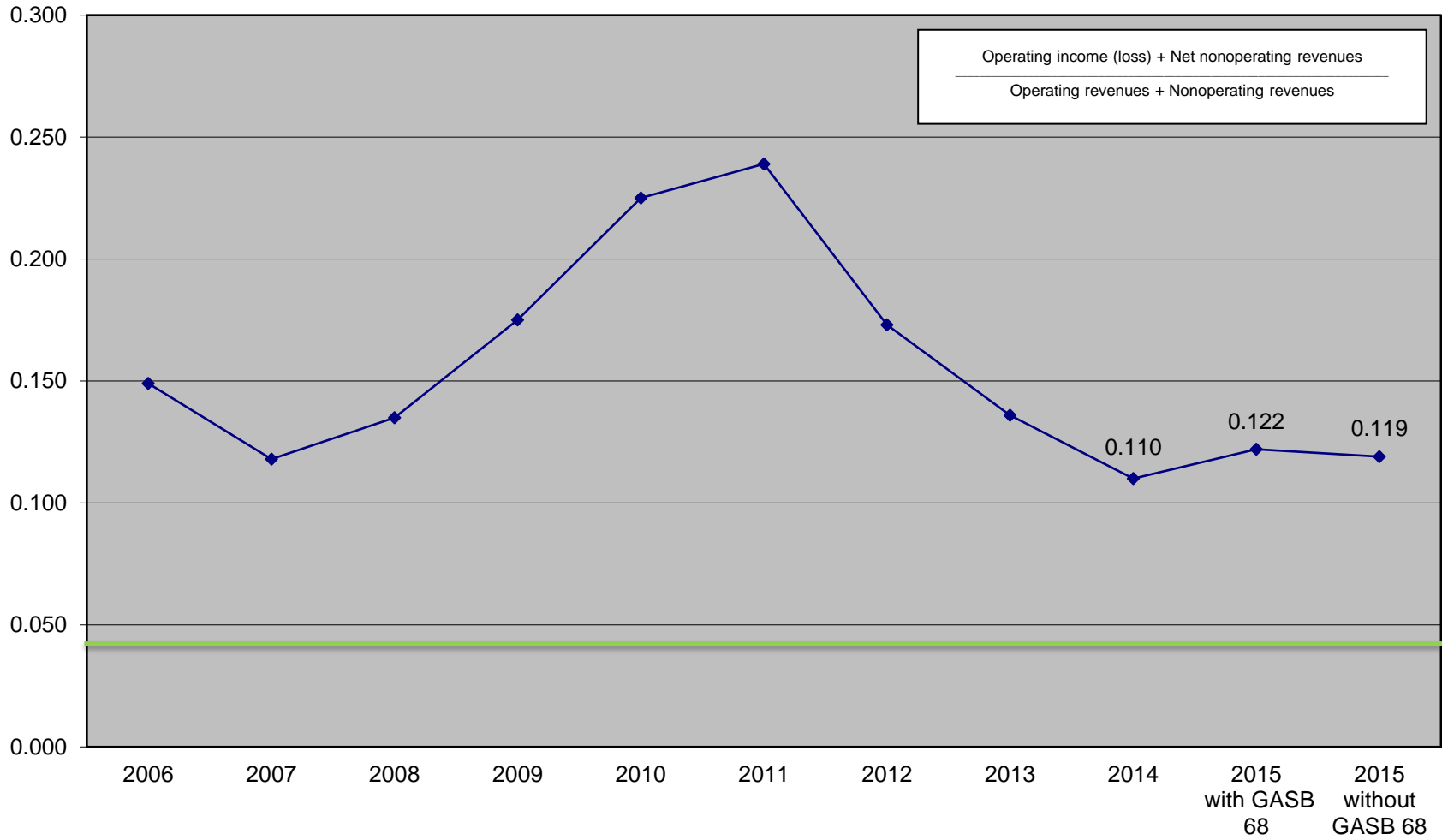
Return on Net Assets

CFI Weight = 20%

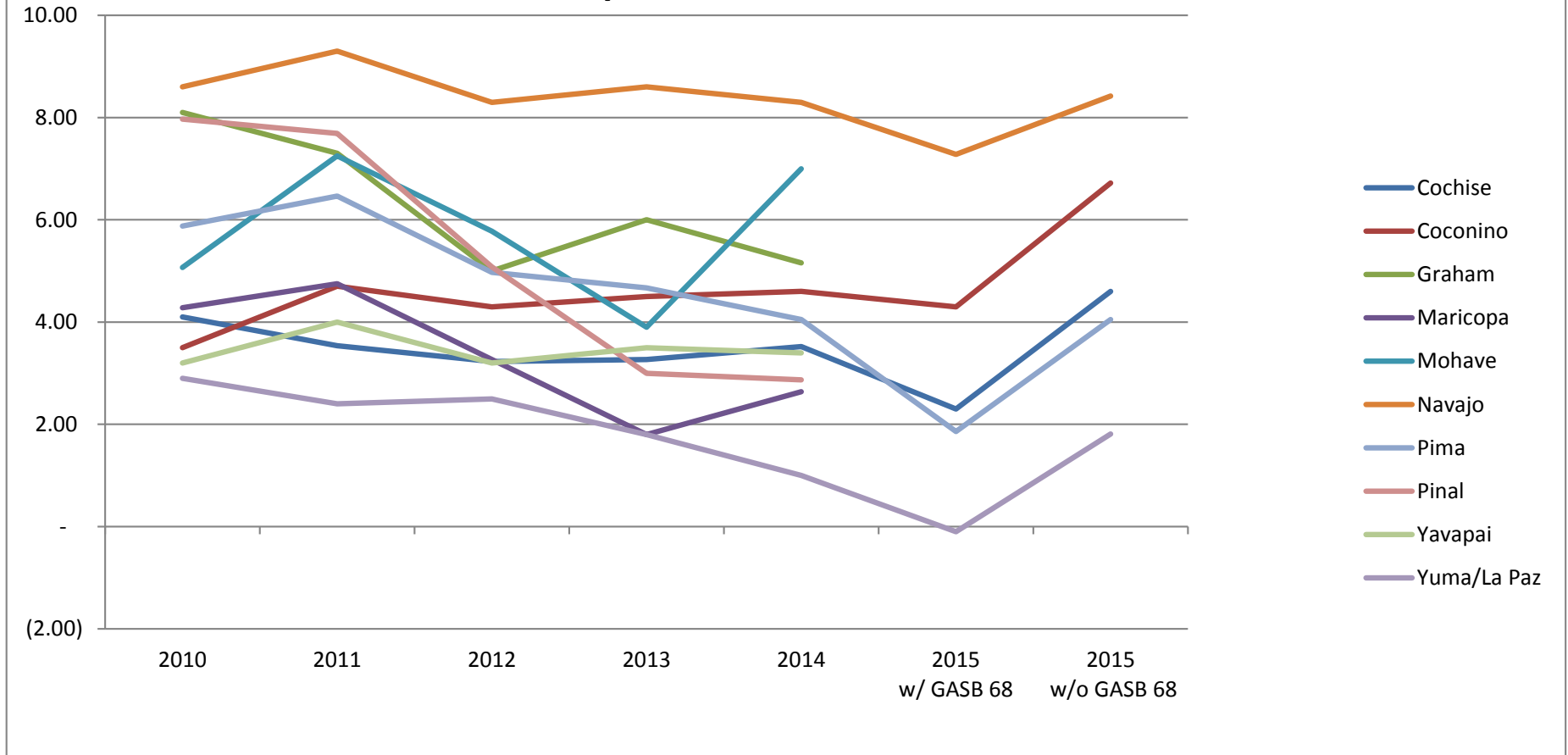


Net Operating Revenue

CFI Weight = 10%



Composite Financial Indicator



REQUEST TO APPROVE FUNDING FOR THE IMPROVEMENTS TO BALES AVENUE IN WINSLOW ARIZONA

Recommendation:

Staff recommends the Board approve funding, not to exceed \$240,000 which is the budgeted amount, for improvements to Bales Avenue in Winslow Arizona. NPC will partner with the City of Winslow to complete this project, who has also included this project in their fiscal year 2016-17 budget.

Summary:

NPC and the City of Winslow have been in discussions regarding the improvements to Bales Avenue in Winslow Arizona. Bales Avenue is the access street that feeds into the Little Colorado Campus and is in need of removal and replacing. NPC will partner with the City of Winslow to complete this project; both entities have included the project in their budgets for fiscal year 2016-17.

The project will consist of removing the existing asphalt surface, rebuilding the subgrade, addition of new curbs, gutter and sidewalk on the NPC side of the road from Highway 66 to the campus. Installation of new paving from Highway 66 to the north property line of the Little Colorado Campus. An aerial photo of the property is attached which identifies preliminary work to be included in the project; however, complete professional survey and design of the project will need to be finalized before the project commences.

The City of Winslow will be responsible for contracting with a vendor and overseeing the project, with input from NPC.



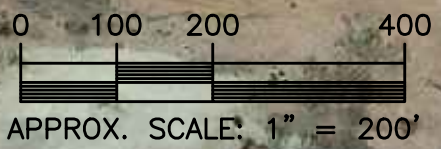
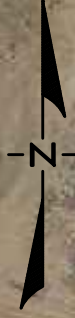


SEGMENT 1
 (NEW PAVEMENT,
 CURB, GUTTER &
 SIDEWALK FROM
 THIRD STREET TO
 PROPERTY LINE)

SEGMENT 2 (NPC)
 (NEW PAVEMENT,
 CURB, GUTTER &
 SIDEWALK FROM
 THIRD STREET TO
 PROPERTY LINE)

SEGMENT 4 (NPC)
 (VALLEY GUTTER THROUGH
 EXISTING PARKING, NEW
 PAVEMENT AND CURB &
 GUTTER ON NORTH END)

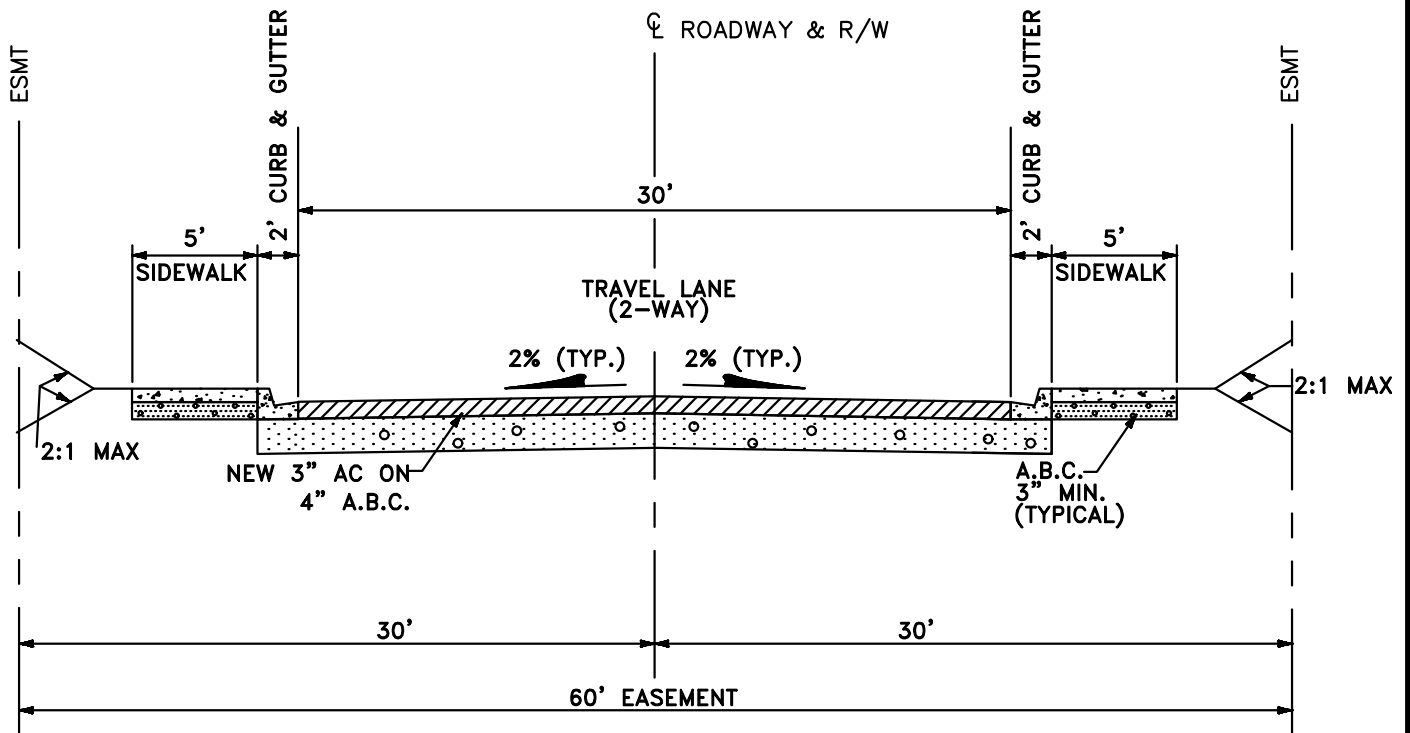
SEGMENT 3 (NPC)
 (NEW PAVEMENT,
 CURB, GUTTER &
 SIDEWALK FROM
 PROPERTY LINE TO
 EXISTING PARKING)



DRAFTED BY: GGE
DATE: 2/04/16
PROJ. NO.: 112500-23
FN: Bales Ave Cost Est

WOODSON
 ENGINEERING AND SURVEYING, INC.
 124 N. ELDEN ST.
 FLAGSTAFF, AZ 86001
 PHONE: (928) 774-4636 FAX: (928) 774-4646

CITY OF WINSLOW
BALES AVENUE
COST EST EXHIBIT



DRAFTED BY: GGE
 DATE: 2/04/16
 PROJ. NO.: 112500-23
 FN: Bales Ave Cost Est

WOODSON
 ENGINEERING AND SURVEYING, INC.
 124 N. ELDEN ST.
 FLAGSTAFF, AZ 86001
 PHONE: (928) 774-4636 FAX: (928) 774-4646

CITY OF WINSLOW
 BALES AVENUE
 TYPICAL SECTION EXHIBIT

College Bound and Finish Line Scholarship Utilization

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

Waiver Type	Fall 2014	Spring 2015	Summer 2015	Fall 2015	Spring 2016	Summer 2016
College Bound	\$8,250 (30 awards)	\$24,981 (90)	\$7,450 (53)	\$23,532 (90)	\$31,790 (115)	\$9,198 (63)
Finish Line	\$41,154 (57)	\$39,798 (70)	\$1,353 (12)	\$31,144 (46)	\$33,456 (61)	\$1,632 (10)*

*As of June 9, 2016

College Bound total, 2014-15: \$40,681 (173 awards)

College Bound total, 2015-16: \$62,520 (268 awards)

Finish Line total 2014-15: \$82,305 (139 awards)

Finish Line total 2015-16: \$66,232 (117 awards)

As anticipated, initial utilization of College Bound was small but significantly increased in the second year. Finish Line participation has dipped from initial utilization, though it is far too early to determine if this is a temporary issue or a trend.



Request to Approve the Renewal of Jenzabar

Recommendation:

Staff recommends an approval to renew our Student Information System, Jenzabar, at a combined price of \$198,493.32 which includes sales tax.

Summary:

This renewal is a budgetted annual item.

The proposed Jenzabar renewal continues to provide the backbone for the college Enterprise Resource Planning (ERP) as the Student Information Systems. The college continues to review the useful toolsets and added modules for value in effectiveness, performance and use.



Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

Purpose of this form: To communicate and document the reason for recommending a supplier where (a) competitive bidding was not used or (b) competitive bidding was used and a supplier other than the lowest bidder is recommended.

Description of Product and/or Service: ___Maintenance renewal for ERP system, Jenzabar. _____

Name of Supplier: ___Jenzabar_____ **Date:** ___5/31/2016_____

Please select the reason for recommending the above named supplier:

- The requested product is an integral part or accessory to existing equipment.
- The service requested is for existing equipment which can only be completed by the original manufacturer or manufacturer's designated service provider.
- The requested product or service has unique design, performance, and/or quality specifications that are essential to particular teaching needs and are not available in comparable products.
- The requested service requires a supplier that can demonstrate unique skills or experience.
- Only one supplier is capable of providing supplies, services, or construction.
- Emergency – The goods or services are needed to correct or prevent an emergency health, environmental or safety hazard; special or time sensitive events; and/or emergency repair or replacement of existing equipment essential for daily operations.

Additional Information (Required Irrespective of Reason Selected):

Please explain why other suppliers were excluded from the evaluation. Attach additional sheets if necessary.

There are no other suppliers to perform maintenance on their own system.

If compatibility with existing equipment is your reason for recommending the supplier, provide the following information about the existing equipment.

Description: N/A

Manufacturer & Model No.: _____

Other Suppliers Contacted: Note all other suppliers considered for this product or service. Include the reason why the product or service was not acceptable. Attach additional sheets if necessary.

- a) Supplier: N/A
- Contact Name & Phone #: _____
- Product/Service Description: _____
- Technical Deficiency: _____

Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

b) Supplier: N/A
Contact Name & Phone #:
Product/Service Description:
Technical Deficiency:

Authorization

Maderia Ellison
Printed or Typed Name of Vice President
Signature of Vice President
May 31, 2016

Jason LaBute
Printed or Typed Name of Requester
Signature of Requester
May 31, 2016

I certify that I am in compliance with the Disclosure of Substantial Interest requirements (Policy 1220, Procedure 2715). I understand and accept my obligation to disclose any interest in a proposed College transaction.

I have no substantial interest to disclose.

The above is an accurate and current statement of all my reportable outside interests and activities, to the best of my knowledge.

Date: May 31, 2016 Requester's Signature: Jason LaBute

For VPAS Use Only
VICE PRESIDENT FOR ADMINISTRATIVE SERVICES APPROVAL
Approved by: Maderia Ellison Date of Review: May 31, 2016
Approved: [] Yes [] No Reason for denial:
[] Need additional information before a decision can be made.
Information needed:

Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

NPC Procedures:

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

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

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

Definitions:

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

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

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

Process:

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

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

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

Evaluation:

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

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

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

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

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

Exclusions:

Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

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



Remit To:

P.O. Box 55018
Boston, MA 02205-5018

540-432-5200 VOICE
540-432-5275 FAX

Invoice #: MRI0006207
Customer ID: 111050
Sales No:

Bill To:

Northland Pioneer College
Donna-Business Office
PO Box 610
Holbrook, AZ 86025-0610

Ship To:

Northland Pioneer College
Donna-Business Office
PO Box 610
Holbrook, AZ 86025-0610

Invoice Date: 4/16/2016 Payment Due Date: 6/30/2016 PO #: Terms: Net 75 Payment Terms

No.	Item / Description	UOM	Quantity Ordered	Quantity Shipped	Unit Price	Total
1	CX AD MN <i>CX Admissions Maintenance</i>	EA	1.00	1.00	6,307.00	6,307.00
2	CX AR MN <i>CX Student Financials Maintenance</i>	EA	1.00	1.00	4,849.00	4,849.00
3	CX BD MN <i>CX Budgeting Maintenance</i>	EA	1.00	1.00	2,855.00	2,855.00
4	CX CM MN <i>CX Common Maintenance</i>	EA	1.00	1.00	32,360.00	32,360.00
5	CX CRM ADO MN <i>CX CRM-Admissions Officer Maintenance</i>	EA	1.00	1.00	7,057.00	7,057.00
6	CX CRM CA MN <i>CX CRM-Candidate Maintenance</i>	EA	1.00	1.00	6,710.00	6,710.00
7	CX CRM FAC MN <i>CX CRM-Faculty Maintenance</i>	EA	1.00	1.00	8,259.00	8,259.00
8	CX CRM STAFF MN <i>CX CRM-Staff Maintenance</i>	EA	1.00	1.00	4,572.00	4,572.00
9	CX CRM STU MN <i>CX CRM-Student Maintenance</i>	EA	1.00	1.00	6,637.00	6,637.00
10	CX DA MN <i>CX Degree Audit Maintenance</i>	EA	1.00	1.00	3,487.00	3,487.00
11	CX FN MN <i>CX Financial Aid Maintenance</i>	EA	1.00	1.00	8,725.00	8,725.00
12	CX GL MN <i>CX General Ledger Maintenance</i>	EA	1.00	1.00	9,750.00	9,750.00

Remit To:

P.O. Box 55018
 Boston, MA 02205-5018

540-432-5200 VOICE
 540-432-5275 FAX

Invoice #: MRI0006207
 Customer ID: 111050
 Sales No:

Bill To:

Northland Pioneer College
 Donna-Business Office
 PO Box 610
 Holbrook, AZ 86025-0610

Ship To:

Northland Pioneer College
 Donna-Business Office
 PO Box 610
 Holbrook, AZ 86025-0610

Invoice Date: 4/16/2016	Payment Due Date: 6/30/2016	PO #:	Terms: Net 75 Payment Terms
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No.	Item / Description	UOM	Quantity Ordered	Quantity Shipped	Unit Price	Total
13	CX HR MN <i>CX HR-Administration Maintenance</i>	EA	1.00	1.00	5,675.00	5,675.00
14	CX INFORMV10 MN <i>CX Informix Maintenance</i>	EA	1.00	1.00	32,459.00	32,459.00
15	CX JICS GO MN <i>CX JICS Mobile Maintenance</i>	EA	1.00	1.00	4,675.00	4,675.00
16	CX JICS MN <i>CX Internet Campus Base Maintenance</i>	EA	1.00	1.00	9,439.00	9,439.00
17	CX Moodle MN <i>CX Moodle Integration Maintenance</i>	EA	1.00	1.00	1,166.00	1,166.00
18	CX PA MN <i>CX HR-Payroll Maintenance</i>	EA	1.00	1.00	5,675.00	5,675.00
19	CX PE MN <i>CX HR-Position Control Maintenance</i>	EA	1.00	1.00	5,288.00	5,288.00
20	CX PO MN <i>CX Purchasing/Accounts Payable Maintenance</i>	EA	1.00	1.00	4,849.00	4,849.00
21	CX RE MN <i>CX Academic Records Maintenance</i>	EA	1.00	1.00	8,235.00	8,235.00
22	CX SL MN <i>CX Student Affairs Maintenance</i>	EA	1.00	1.00	2,908.00	2,908.00

Comments:

Maintenance plans starts on 07/01/2016 and ends on 06/30/2017

For questions please call 540-432-5200 and ask for Accounts Receivable

Sub Total: 181,937.00
Tax: 16,556.32
Payment/Credit Applied: 0.00
Invoice Total Due: 198,493.32

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

[Entity Overview](#)

- ▶ [Entity Record](#)
- ▶ [Core Data](#)
- ▶ [Assertions](#)
- ▶ [Reps & Certs](#)
- ▶ [POCs](#)
- ▶ [Reports](#)
- ▶ [Service Contract Report](#)
- ▶ [BioPreferred Report](#)
- ▶ [Exclusions](#)
- ▶ [Active Exclusions](#)
- ▶ [Inactive Exclusions](#)
- ▶ [Excluded Family Members](#)

JENZABAR, INC. 101 HUNTINGTON AVENUE STE 2205
 DUNS: 047980821 CAGE Code: 3B1K0 BOSTON, MA, 02199-8001 ,
 Status: Active UNITED STATES
 Expiration Date: 02/28/2017
 Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: JENZABAR, INC.
Business Type: Business or Organization
POC Name: Kelly Hammond
Registration Status: Active
Activation Date: 02/29/2016
Expiration Date: 02/28/2017

Exclusions

Active Exclusion Records? No



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

Request to Approve the Purchase of WebEx and Spark VoIP Communications.

Recommendation:

Staff recommends an approval to purchase WebEx and Spark VoIP at a combined price of \$105,900.17 which includes sales tax. This will be drawn from the 2016-2017 budget year beginning in July.

Summary:

This request directly impacts and supports the improvement of our Unified Communication Solution.

The proposed purchase of WebEx and Spark Voice over Internet Protocol (VoIP) Communications provides improved communication and ease of access for a telepresence and video experience. The solutions provides online collaboration, training, instruction and courses, video conferencing, screen sharing and remote technical support. The NPC Unified Communication solution fits a premium design for the delivery of service.





PROPOSAL

Terms	Account Manager	Date	Quote #
NET 30	Robert Lundblade	06/01/16	LOGQ13921
Contract:			
State 12 NET ADSPO12-024629			

Customer: Northern Pioneer College Ernest Hess Phone: 1-800-266-7485 Fax:	Address: 1001 W Deuce of Clubs, Show Low, AZ 8590 Show Low, AZ 85901 Navajo County	Project Name: Northern Pioneer College - Webex Project Number: OPP069685
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* Fulfillment only. Drop ship to Customer Site
 * Purchase order constitutes acceptance of Quote and above referenced Contract's Standard Terms & Conditions

Manufacturer	Part Number	Description	Qty	Unit Price	Ext. Price
CISCO	A-WX-EDU	Spark for Higher Education	60.00	\$0.00	\$0.00
CISCO	A-WX-VOIP	WebEx VoIP	60.00	\$0.00	\$0.00
CISCO	A-WX-TA-TNU-BCT	Bridge Country Toll	60.00	\$0.00	\$0.00
CISCO	A-WX-TA-TNU-IT	Global Toll	60.00	\$0.00	\$0.00
CISCO	A-WX-EE-1K-X	Included Enterprise edition services	33,000.00	\$0.00	\$0.00
CISCO	A-SPK-M1-X	Included Spark Msg	270,000.00	\$0.00	\$0.00
CISCO	A-SPK-M2-X	Included Spark Meet	270,000.00	\$0.00	\$0.00
CISCO	A-WX-RMSTG-INC	Spark Message Included Storage	1,350,000.00	\$0.00	\$0.00
CISCO	A-WX-STORAGE-INC	Included Storage	3,000.00	\$0.00	\$0.00
CISCO	A-WX-AU-EE-EDU-1K	Spark Meet - Enterprise Edition(EDU) - Active User	4,500.00	\$13.45	\$60,525.00
CISCO	A-WX-CS-AU-T	Toll Users Active User	4,500.00	\$8.32	\$37,440.00

Total Material:	\$97,965.00
Sales Tax:	\$7,935.17
Total	\$105,900.17

Visit
www.us.logicalis.com/southwest

Address
 8945 S. Harl Ave., Suite 102
 Tempe, Arizona 85284

Call
 480.850.5050
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Please note Logicalis Quote number on purchase order. Proposal expires 30 days from the date above.

Logicalis, Inc.

Northern Pioneer College

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO # _____

Logicalis' terms of sale, found on our website at www.us.logicalis.com/tcsales , are incorporated herein by reference. For applicable engagements, State, Mohave, and SLD contract terms are incorporated herein by reference; however, for terms not addressed in the State, Mohave or SLD contracts, Logicalis' terms of sale shall supersede.

Visit
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Address
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Tempe, Arizona 85284

Call
480.850.5050
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