

INTERGOVERNMENTAL AGREEMENT
NORTHLAND PIONEER COLLEGE PROGRAMS AND SERVICES
IN
APACHE COUNTY

This Agreement is entered into on the 5 day of February, 2019 pursuant to A.R.S. §11-951, et seq., between the following public agencies for joint exercise of their powers;

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

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

AGENCY

County
District

STATUTES

A.R.S. §15-1470 and A.R.S. § 11-201
A.R.S. §15-1470

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

WHEREFORE, the parties agree:

- I. The Title of this Agreement is Intergovernmental Agreement, Northland Pioneer College Programs and Services in Apache County.
- II. This Agreement shall become effective on January 1, 2019. This Agreement shall continue to be binding upon all parties until June 30, 2021 unless terminated as provided in paragraphs XII and XIII. Amendment may be made only upon execution of written amendment signed by the parties hereto. The parties agree to negotiate in good faith in the future for the provision of post-secondary education services in Apache County. Termination shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining credit at the time of termination or notice thereof.
- III. The Apache County Higher Education Committee referenced herein is an appointed advisory committee established by the Apache County Board of Supervisors by separate policy. This advisory committee’s responsibilities are inclusive of the duties referenced below.
- IV. The District and the County agree that the County will reimburse the District for educational programs and services; recognizing that the District will receive incremental revenue, which include tuition, fees, contractual fees, operating state aid, capital state aid, federal aid, grants that include Apache County services, and net NAVIT funding in addition to the fees provided pursuant to this Agreement, to make the District whole for costs incurred as a result of providing services to Apache County. Expenditures by the District on behalf of Apache County are recognized to include Direct Expenses, which include all expenses in Apache County locations for Apache County educational

programs and services; Indirect Expenses, which include incremental costs incurred in providing services to Apache County in the areas of institutional support, such costs to be assessed on an enrollment ratio basis; and Designated Expenses, which include institutional support expenses allocated on a basis other than enrollment. Attachment A summarizes the specific services District provides to County by department for Indirect Expenses designation. Attachment A is not intended to be exhaustive but describes the level of work appropriate in the Indirect Expense category. Attachment B is an overview of the data reporting that District will provide the Apache County Higher Education Committee; the attachment indicates types of data that will be reported on or before September 1st of each year with a joint meeting no later than September 15th.

- A. IGA Funds: The County will pay to District for the provision of programs and services \$600,000.00 each fiscal year, to be paid in two installments; the first payment of \$300,000.00 is due May 30th and the balance of \$300,000 due November 30th.
 - B. IGA Supplemental Funds: Includes the compensation of the NPC/Apache County Coordinator and for the purchase of equipment, hardware and software which will be owned by the County but will be used, operated and maintained by the District pursuant to this Agreement in order to provide educational programs and services. The purchase of equipment, hardware and software are to be approved by the Apache County Higher Education Committee. Expenditures for operation and maintenance of equipment, hardware and software will be made by the District using the IGA Funds. Any equipment, hardware or software purchased with IGA Supplemental Funds that is intended to be connected through local area networks, wide area networks, or the internet to the District's resources must meet specifications of the District and must be connected to District communication systems to receive maintenance services. The IGA Supplemental Fund monies will be managed by an appointed NPC/Apache County Coordinator through the recommendation of the Apache County Higher Education Committee, and the approval of the County. Some portion of the supplemental funds may be distributed directly to the District for the provision of additional programming and services but only after recommendation of the Apache County Higher Education Committee and specific approval by the County and the District.
 - C. At the end of each fiscal year the parties will conduct an analysis of the programs and services along with associated costs provided under this Agreement. The District will manage department and location budgets to stay within yearly budget limits. By February 15th of each year, the District will provide the County with an estimated analysis of services delivered and costs incurred thus far. At that time, or at any time, if estimated costs are forecasted to exceed the agreed upon IGA contribution by 5%, a planning meeting between the District and the County will be held to review the estimated overage and adjust services as needed. Based upon the final analysis of associated costs the parties will adjust, in the subsequent fiscal year, the billings and payments under the Agreement so that, as appropriate, the County will be credited for any overpayment under the Agreement or the District will be paid for any shortfall in reimbursement for costs.
- V. Educational programs and services will include general education courses offered in a cycle in Apache County that will allow a student to meet the Arizona General Education Curriculum requirements in two years using alternative delivery methods if on-site classes are not feasible. Career and Technical Education (CTE) Programs will include

courses that will allow a student to complete the offered program certificate in a two year cycle. While District will make every effort to provide a two-year cycle of AGECE courses, student enrollment may affect each semester schedule of the academic year.

- VI. If this Agreement is terminated without approval of a subsequent equivalent Agreement within 180 days, property leased solely for the purposes of this Agreement shall be disposed of by not renewing leases on buildings or property used for this program. Property purchased or owned by either party will remain the property of that party.
- VII. Additional programs and services may be requested by the County in consultation with the District and after a cost estimate and feasibility analysis has been provided by the District to the County, which cost estimate and feasibility analysis will be provided to the County within 90 days of the County request in writing. The addition or deletion of programs, along with additional funding requirements, will be a matter of discussion and mutual agreement between County and District originating during needs assessment. Educational programs and services in Apache County will be consistent with appropriate governing statutes and regulations and will not jeopardize the accreditation status of the District with the Higher Learning Commission. Timelines for implementing programs and services changes will be based on the budget calendar of the District.
- VIII. The District shall offer approved community college credit and/or non-credit courses when facilities, equipment, qualified instructional staff and funds are available, as recommended by the District and Apache County Higher Education Committee. However, the payments described above are only for credit courses as required by A.R.S. §15-1470(F).
- IX. The District will design non-credit courses and training with the goal of the programs becoming self-funding, however, the District and the County recognize the achievement of this goal may not be reached in a given fiscal year or Agreement period. The net cost of providing non-credit courses and training provided in Apache County through the NPC Community & Corporate Learning (CCL) Coordinator and the NPC Community Education Coordinator will be accounted for through a separate category for these programs. The Apache County Coordinator will be kept informed of all proposed and delivered business and industry training programs in Apache County by the NPC CCL Coordinator and the Apache County Coordinator will forward all requests for training to the NPC CCL Coordinator. The NPC CCL Coordinator and the Apache County Coordinator will annually prepare a written summary of business and industry training delivered in Apache County and present the summary to the Higher Education Committee and NPC administration.
- X. Unless specifically agreed to by the County, the District agrees that all hiring committees formed to hire personnel for regular full-time positions specifically assigned to Apache County will be constituted of a majority representation from Apache County, which may include; one or more members of the Apache County Higher Education Committee, the NPC/Apache County Coordinator and/or an Apache County Center Manager. An exception will be made when hiring full time faculty where content experts are required.
- XI. Minimum class sizes shall be determined by the Apache County Higher Education Committee so as to allow autonomy by the Committee in determining when an important class should be offered despite a potentially smaller class size. The Apache County Coordinator in conjunction with the NPC Vice President of Learning may cancel classes due to low enrollment.

- XII. This Agreement may be terminated by either party at the end of any fiscal year by providing written notice of the intent to terminate at least 60 days prior to the end of the then-current fiscal year.
- XIII. The parties acknowledge the applicability provisions of A.R.S. §38-511 which provides for the cancellation of contracts due to conflicts of interests.
- XIV. Each party agrees to indemnify and hold the other party harmless for any liability, cost or expense from claims arising from the negligence of the other party or its agents or employees arising under this Agreement. The District agrees to maintain casualty insurance naming the County as an additional insured, providing for replacement of any property which will become the County's upon termination of this Agreement. The District agrees to maintain liability insurance in the amount of \$1,000,000.00, naming the County as an additional insured, in order to protect the County from any liability arising from the District providing services under this Agreement. Any duty to indemnify under this Agreement shall be limited to such party's maximum insured liability.
- XV. The parties hereto agree that in the event of a conflict or dispute between them regarding the interpretation or implementation of this Agreement, that they will submit the matter to a qualified mediator to be agreed upon by the parties before filing any action in any court of this state or in federal court. The parties shall equally share the cost of the mediator; however, each party shall bear the costs of its presentation before the mediator, including attorney fees if the party desires to be represented by counsel at the mediation.
- XVI. Written notice shall be provided by sending the notice by first class mail to:

For the County:

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

For the District:

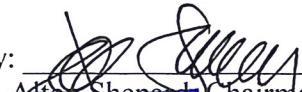
Mark Vest, President
Northland Pioneer College
P.O. Box 610
Holbrook, Arizona 86025

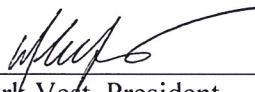
Receipt of any notice shall be the date of deliver if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or three days from the date of postmark. The Parties agree to notify the other Party in advance and in writing of any change to that respective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

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

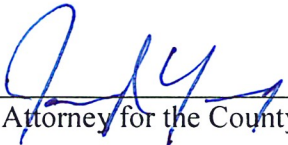
Apache County, Arizona

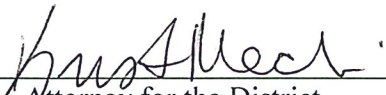
Navajo County Community College District

By: 
Alton Shepard, Chairman
Apache County Board of Supervisors
Joe Shirley JR.

By: 
Mark Vest, President
Northland Pioneer College

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


By: 
Attorney for the County

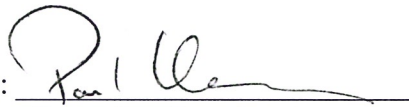
By: 
Attorney for the District

Date: 2/5/2019

Date: 1/17/19

ATTEST:

By: 
Ryan Patterson
Clerk, Board of Supervisors

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

Date: 2/5/19

Date: 01-25-2019

Attachment A

Indirect services provided to Apache County students

Department #	Department Name	Services
3500	Library/Audio Visual	Provides a range of academic research resources and services. Resources includes books, eBooks, videos, print and online journals and newspapers, and access to computers and the Internet. Services include general reference and research assistance, information literacy instruction, circulation and account assistance, inter-campus and interlibrary loans and academic test proctoring, as well as copying, printing, and fax services. Direct supervision of center Library Media Technicians. Manage Library Department operations and proctored academic testing services. Responsible for ordering and procuring capital assets and supplies and originating purchase requisitions. Perform negotiation of vendor contracts, website maintenance, collection development/maintenance, maintenance of the College Archives (print and online), cataloging and processing, materials. Create/evaluate survey instruments. Provide training and create/manage training resources. Provide direct library services including information literacy instruction, reference/research, circulation, and computer assistance, interlibrary loan, printing, faxing, copying and proctoring of academic tests.
4020	Recruitment & HS Programs	Provide training and updates to high school staff, coordinate scheduling and enrollment processes with NPC deans, dual enrollment and NAVIT high school contacts; coordinate with NAVIT administration; provide placement testing services to local high schools; coordinate orientation and registration process for dual enrollment and NAVIT. Provide recruitment and program information to area high school students; participate in local recruitment fairs and programs; manage scholarships processes; identify and communicate with prospective students.
4025	Career Services	Coordination of career and job fairs with local employers, recruitment of local employers for job placement services, interview and resume building services, alumni program development, mentoring program development, coordination of internship activities with faculty, development of leadership and job skill seminars.
4150	Financial Assistance	Financial Aid Office provides services to all district wide locations to students, high school counselors and NPC Academic Advisors/staff. Services include assist potential students through the financial aid application process, determine eligibility and award eligible students, monitor and report to federal, state and local agencies. Provide a range of

		federal, state institutional scholarships, student employment and private financial aid assistance to students to meet their cost associated with a college education.
4190	Registrar's Office	Processing of course forms for scheduling, review of degree audits for graduation, review of transfer credit, creation and processing of official transcripts and enrollment documents, service for veterans, online and telephone registration, retention and review of official student records, training of center staff of registration processes.
5010	District Governing Board	Governance and policy matters. Oversight of financial and personnel issues.
5030	Office of the President	District Governing Board communication, meetings and records; HLC accreditation; Shared governance; Strategic Planning; Community Outreach; All-college Forums and video meetings; Annual Reports, Lobbying; management of external college relationships; college committee meetings; supervision of execution staff and SBDC. Assure compliance with all state and federal statutes and requirements.
5045	AVP, Chief Business Officer	Direct supervision of Center Managers and staff, Business Office, Operations and Maintenance, Small Business Development and all services connected to those departments. Oversight of all business and operational aspects of the institution including revenue and expenditure planning, budget development, risk management, financial reporting, state funding and operational concerns, contracts, purchasing. Liaison activities with Apache County Coordinator, legal counsel, district emergency management director.
5070	Information Services	Provide strategy, planning, project, and budget management for major information technology initiatives; Administer technical infrastructure units including Network Services, Technical Services, Administrative Systems Support; Manage data integration between systems; Manage the security of information; Perform auditing and monitoring of the security of the college's IT infrastructure; Provide support for the college's Enterprise Resource Planning/Student Information System, related databases, and reporting tools; Manage college data center; Maintain college-wide voice and data networks (wired and wireless, local area networks and wide area network); Provide internet access and security; Provide storage and processing capability for college applications; Maintain server infrastructure; Provide front-line support for software installation, maintenance, and repair of technology; Operate a help desk (Support Center) to accommodate student, faculty, and staff technology support needs; Manage the lifecycle replacement of all technology equipment and software; Support and monitor distance learning infrastructure.
5080	VP for Learning /Student Services	Direct supervision of academic deans and student services areas; administration of student code of conduct and student

		grievance processes, Community Outreach, direction of Instructional Council and strategic planning processes, student meetings, management of college scheduling and marketing efforts, coordination of college/NAVIT student activities, college orientation process oversight, graduation and completion ceremonies, oversight of all student services activities.
5100	Business Office	Responsible for accounting functions of the college including student billing, accounts payable, grant accounting and cash management, purchasing, bookstore, and printing & duplicating.
5110	Payroll	Process and distribute payroll for a; full-time staff, adjunct faculty, and temporary employees.
5200	Human Resources	Administer benefits for all full-time staff, adjunct faculty, and temporary employees. Provide hiring services and assistance for all open positions, including job posting, screening, interviewing, salary recommendations, contract preparation, benefits enrollment, etc. Provide other human resource services; i.e. employee relations, tracking, reporting, support, coaching, training, etc.
5350	General Institution	Property a liability insurance, legal review and resources, postage for institutional activities, tuition and fee waivers.
5550	Purchasing	Responsible for purchasing supplies, equipment and services for the entire college. Responsible for tracking new and existing capital assets including issuing asset tags and managing inventory.
5700	Printing and Duplicating	District-wide center for document handling services such as copying, scanning, laminating, binding, and printing of college materials.
5850	Institutional Effectiveness	Federal and State required reporting, ad hoc data requests. Research and survey support.
5920	Marketing & Public Relations	Production and mailing of class schedules and registration postcards. Production and supervision of www.npc.edu Production of press releases, radio, TV and newspaper ads for NPC programs and locations. Production and printing of program brochures, booklets and catalogs. Management of social media sites, email marketing, texting and student awards and spotlights.
6100	Operations and Maintenance	Supervision, scheduling, and training of maintenance staff. Oversight of facility and equipment issues.

Attachment B

Proposed Data Tables and Delivery Schedule for Apache County

Table 1.

Enrollment in Apache County by Course and Term (3 Years)

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

Table 2.

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

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

Table 3.

Demographic Characteristics of Apache County Students

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

Table 4.

Completion - Associate Degree Data (3 Years)

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

Table 5.

Completion - Certificate Data (3 Years)

Term	Zip Code	Certificate Type	Number of AC Students in Progress	Number of AC Students Completing