

Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, legal notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will hold a regular District Governing Board Meeting open to the public on September 21, 2010 at 11:00 a.m. Further notice is given that the Board will hold a Study Session open to the public beginning at 9:30 a.m. All sessions will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center, 2251 E. Navajo Blvd., Holbrook, Arizona.

The public is invited to check on addenda that may be posted up to 24 hours prior to the meetings. Copies of the meeting 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 Russell Dickerson at the above address or telephone number at least 24 hours prior to the scheduled time.

The District Governing Board may enter into an executive session as provided in ARS §38-431.03 A (3) [discussion or consultation for legal advice with the attorney or attorneys of the public body] relating to any listed agenda item. Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.

I, Russell Dickerson, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on the 20th day of September at 9:00 a.m.

Russell Dickerson, Recording Secretary to the Board

Notice
Distribution

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



Northland Pioneer College

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Governing Board Study Session Agenda¹

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

Date: September 21, 2010

Time: 9:30 a.m.

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Request to Approve Intergovernmental Agreement with the Governor's Office of Economic Recovery (T3) ----- (Action)	Vice President Hatch
2.	Request to Approve Navajo Nation First Things First Grantee Agreement (T4) ----- (Action)	Vice President Vest
3.	Request to Approve Vocational Skills Training Services Contract with the White Mountain Apache Tribe (T5) ----- (Action)	Vice President Vest
4.	Request to Approve Intergovernmental Agreement with the Maricopa County Community College District (T6) ----- (Action)	Vice President Vest
5.	Request to Approve Renewal of Networking Equipment Maintenance Agreement (T7) ----- (Action)	Director Bishop
6.	Request to Consider Possible Amendments to Lease of Fitness Center Equipment to the NPC Foundation (T8) ----- (Action)	Vice President Hatch
7.	Request to Approve Audit Engagement (T9) ----- (Action)	Vice President Hatch
8.	Procedure: Weapons on Campus (T10) (Informational) -----	President Swarthout
9.	Four Year College Update (T11) (Informational) -----	President Swarthout

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



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Governing Board Meeting Agenda¹

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

Date: September 21, 2010

Time: 11:00 a.m.

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance -----	Chairman Jeffers
2.	Adoption of the Agenda (T1) ----- (Action)	Chairman Jeffers
3.	Call for Public Comment -----	Chairman Jeffers
4.	Reports	
	A. Financial Position (T12) -----	Vice President Hatch
	B. NPC CASO -----	Ina Sommers
	C. NPC Faculty Association -----	Gary Mack
	D. NPC Student Government Association -----	Jake Hinton
	E. NPC Foundation -----	Lance Chugg
5.	Consent Agenda ----- (Action)	Chairman Jeffers
	A. August 17, 2010 Study Session Minutes (T2)	
	B. August 17, 2010 Regular Board Meeting Minutes (T2)	
6.	Old Business – None	
7.	New Business	
	A. Request to Approve Intergovernmental Agreement with the Governor’s Office of Economic Recovery (T3) ----- (Action)	Vice President Hatch
	B. Request to Approve Navajo Nation First Things First Grantee Agreement (T4) ----- (Action)	Vice President Vest
	C. Request to Approve Vocational Skills Training Contract with the White Mountain Apache Tribe (T5) ----- (Action)	Vice President Vest
	D. Request to Approve Intergovernmental Agreement with the Maricopa County Community College District (T6) ----- (Action)	Vice President Vest
	E. Request to Approve Renewal of Networking Equipment Maintenance Agreement (T7) ----- (Action)	Director Bishop
	F. Request to Consider Possible Amendments to Lease of Fitness Center Equipment to the NPC Foundation (T8) ----- (Action)	Vice President Hatch
	G. Request to Approve Audit Engagement (T9) ----- (Action)	Vice President Hatch
8.	Standing Business	
	A. Strategic Planning and Accreditation Steering Committee Update -----	Director Bishop
	B. Human Resources Update (T13) -----	Peggy Belknap
	C. Employee of the Month Award -----	Peggy Belknap
	D. Alumnus of the Month Award -----	Mary Lou Schroeder
9.	President’s Report -----	President Swarthout
10.	Board Report/Summary of Current Events -----	Board Members
11.	Announcement of Next Regular Meeting ----- October 19, 2010	Chairman Jeffers
12.	Adjournment ----- (Action)	Chairman Jeffers

¹ The District Governing Board may consider any item on this agenda in any order and at any time during the meeting. The District Governing Board may take action to approve, or may take other action, regarding all items of New Business, Old Business, Standing Business, or the President’s Report.



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Navajo County Community College District Governing Board Study Session Minutes

August 17, 2010

2251 East Navajo Boulevard, Holbrook, Arizona, 86025

Governing Board Members Present: Bill Jeffers, Ginny Handorf, E.L. Parsons and Daniel Peaches.

Staff Present: President, Dr. Jeanne Swarhout; Vice President, Blaine Hatch; Vice President, Mark Vest; Director, Eric Bishop; Recording Secretary to the Board, Russell Dickerson.

Reports:

1. **Agenda Item 7.A.: Request to Approve Intergovernmental Agreement with NAVIT – Vice President Hatch**

Mr. Hatch explained that staff will present two intergovernmental agreements (IGA) with NAVIT to the Board for approval in the regular meeting. Mr. Hatch began his presentation by first reviewing the central programs agreement for courses taught at NPC facilities. Mr. Hatch explained that the term of the IGA is for five years with annual review and rolling approval for an additional five year term. Mr. Hatch pointed out that the agreement contains financial and accountability provisions as well as lists of JTED and college responsibilities, as outlined in state statute. Mr. Hatch reported that legal counsel for NAVIT and the college have reviewed the agreement. Mr. Hatch directed Board members to Exhibit A which lists itemized services and amounts allocated for services, by program, as required by state statute. Mr. Hatch explained that the estimated NAVIT instructional costs for the upcoming year total approximately \$650,000 and the estimated tuition to be paid by NAVIT totals about \$400,000 representing a \$1 million relationship for the college. Mr. Hatch directed Board members to Exhibit C and pointed out that fall course scheduling lists reflect what is actually scheduled; spring course scheduling lists include an estimate based upon the previous spring semester and may require some adjustment as the spring semester begins. Mr. Hatch explained that the college and NAVIT essentially share the cost of program delivery and tuition cost. Responding to a question from Mr. Parsons, Mr. Hatch explained that NAVIT related program costs are calculated by first determining the percentage of NAVIT students to non-NAVIT students within a particular program; once the percentage is calculated, it is multiplied by the total program cost to determine NAVIT related program cost; NAVIT is then billed for half of the NAVIT related program cost. Mr. Hatch reviewed the second NAVIT IGA and explained that it provides for college course delivery, through NAVIT, at high schools. Mr. Hatch noted that the NAVIT dual enrollment agreement has been presented to the Board for the last three years, but implemented only in the last two years.

2. **Agenda Item 7.B.: Request to Approve Intergovernmental Agreement with Apache County – Vice President Hatch**

Mr. Hatch presented the staff recommendation for approval of the intergovernmental agreement with Apache County that the Board will be asked to take action on in the regular meeting. Mr. Hatch explained that the college has had an on-going relationship with Apache County and added that the cost of program delivery to Apache County creates no financial burden for the taxpayers of Navajo County. Mr. Hatch pointed out that the IGA being presented will be for a two year term; the college and Apache County entered into a one year agreement in 2009-2010, primarily due to economic and budget unknowns. Mr. Hatch noted that a new feature of the proposed IGA is the connection to the strategic plans of the college and the Apache County Higher Education Committee. Mr. Hatch reported that in 2009-2010, Apache County students represented approximately 11.5% of total college enrollment. Mr. Hatch explained how the Apache County enrollment is used to calculate costs for offering services to Apache County. Mr. Hatch explained that the estimated cost to Apache County for 2010-2011 and 2011-2012, as written into the IGA, is \$530,000 per year and reflects cost cutting measures implemented by the college and Apache County. Mr. Hatch commented that the agreement is beneficial to both parties as the college is able to allocate 11.5% of costs to Apache County and Apache County greatly benefits from educational program delivery. Mr. Hatch highlighted some new features of the IGA that included: a request from Apache County for the college to provide coursework over a two year period that results in the completion of the AGEC-B; new language regarding training courses as a response to the shift to non-credit courses; and the request by Apache County to include a member of the Apache County Higher Education Committee, in an advisory capacity, on hiring committees for



positions in Apache County. Tom Hansen of the Apache County Higher Education Committee was present and thanked Dr. Swarthout and Mr. Hatch for their hard work in developing the IGA as well as college staff involved in educating Apache County students. Mr. Hansen expects to have Apache County Board of Supervisor approval of the IGA shortly. Mr. Hansen, speaking for Apache County Higher Education, requested that the NPC Apache County Coordinator be given some latitude with regard to workforce development outside Apache County so that information and potential economic opportunities may be transmitted back to Apache County. Chairman Jeffers stated that he appreciates the Apache County partnership and commented that IGA development discussions raised some necessary issues that, having been worked through, have strengthened the relationship.

3. Study Session Agenda Item 3: 2009 Expenditure Limitation Report (Informational) – Vice President Hatch

Mr. Hatch explained that the expenditure limitation is a constitutional requirement within the state of Arizona that limits the expenditure of local revenues by school and community college districts. Mr. Hatch added that the constitution provides for exclusions in twelve different categories of revenues and generally, the expenditure limitation attempts to hold expenditures at 1979-1980 levels while allowing some change based upon inflation and population factors. Mr. Hatch explained that the college submits an enrollment estimate each year and expenditures are audited, by the same firm that performs the college's financial audit service, following preparation of the expenditure limitation report. Mr. Hatch reported that the independent audit found that the college's expenditure limitation report fairly presents required information. Responding to a question from Mr. Parsons, Mr. Hatch explained that the college can carry forward some of the limitation and revenue generated from tuition and fees is excludable. Mr. Hatch added that the expenditure limitation should not become an issue for the college given the amount of carry over and the long term growth expectations for the college. Mr. Hatch explained that the budget limitation is based upon budgeted, not actual expenditure, amounts. Mr. Hatch added that the use of budgeted amounts is the reason the college requests annual budget adjustments to reflect actual expenditures. Mr. Hatch reported that for the first time, the college had to call into use the statutory ability to exclude bookstore revenues this year but expects there will be no future bookstore revenue to exclude as the college moves to an online bookstore.

Study session ended at 10:50 a.m.

Respectfully submitted,

Russell Dickerson
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Secretary to the Board



Navajo County Community College District Governing Board Meeting Minutes

August 17, 2010 – 11:00 a.m.
2251 East Navajo Boulevard, Holbrook, Arizona, 86025

Governing Board Member Present: Bill Jeffers, Ginny Handorf, E.L. Parsons and Daniel Peaches.

Staff Present: President, Dr. Jeanne Swarouth; Vice President, Blaine Hatch; Vice President, Mark Vest; Information Services Director, Eric Bishop; Recording Secretary to the Board, Russell Dickerson.

Others Present: Everett Robinson, Linda Kor, Karalea Kowren, Peggy Belknap, Ann Hess, Matt Weber, Beulah Bob-Pennypacker, Tom Hansen, Cindy Hildebrand, Loyelin Aceves, Maderia Ellison, Susan Olsen, Emma Hillend and Sandra Johnson.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chairman Jeffers called the meeting to order at 11:00 a.m. Mr. Peaches led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Mr. Parsons moved to adopt the agenda as presented. Ms. Handorf seconded the motion. *The vote was unanimous in the affirmative.*

Agenda Item 3: Call for Public Comment

None.

Agenda Item 4: Reports

4.A. – Financial Position – Vice President Hatch

Mr. Hatch presented the year-end report for fiscal year 2009-2010 and noted that the amounts being reported were unaudited figures. Mr. Hatch reported that primary property tax collections are at 99% through the end of the year and are in line with expectations for a typical year. Mr. Hatch added that the college does continue to collect secondary tax receipts that show in the retirement of indebtedness fund and that the slight delay in collections does not pose any problem for the college. Mr. Hatch reported that the balance of general fund revenues totals 105% of budgeted amounts and expenditures total almost \$18.6 million, or 81% of budgeted amounts. Mr. Hatch noted that the reduced expenditure amount is a result of cost savings measures implemented throughout the year and represents a great deal of effort on part of all college employees. Mr. Hatch reported that unexpended plant fund revenues, comprised mainly of transfers from the general fund, are on target for receipts but added that investment income in the general and restricted funds are well below originally budgeted amounts. Mr. Hatch reported that expenditures in the unexpended plant fund were about half of budgeted amounts. Mr. Hatch reported that restricted fund revenues are at 115% due to some previous transfers from the general fund as well as unanticipated federal stimulus funding. Mr. Hatch added that he anticipates budget adjustments in the restricted fund as the audit process moves forward. Mr. Hatch reported that restricted fund expenditures are at 106% of budget and noted that restricted fund revenues are greater than expenditures. Mr. Hatch reported that auxiliary fund revenues and expenditures are at 84% and 55%, respectively, and added that both were affected by the implementation of the online bookstore. Mr. Hatch reported that the unaudited net cash for all activities totals \$7.9 million. Mr. Hatch explained that some of the net cash will be transferred to the capital fund and left in the general fund as contingency funds.



4.B. – NPC CASO – No report

4.C. – NPC Faculty Association – No report

4.D. – NPC Student Government Association – No report

4.E. – NPC Foundation – Lance Chugg

Mr. Chugg, NPC Foundation Executive Director, presented NPC Foundation Golf Tournament gift bags to Board members. Mr. Chugg noted that the current economic climate presented challenges this year and resulted in reduced participation by golf teams and corporate sponsors. Mr. Chugg noted that holding the tournament on a Friday may have contributed to the lower participation and reported that next year's tournament will be tentatively held on the third Saturday in August 2011. Mr. Chugg added that he is hopeful that a Saturday event date will result in greater participation next year. Mr. Chugg reported that the NPC Foundation will hold an annual meeting/scholarship dinner in October which will provide an opportunity for scholarship donors and Foundation members to see how students benefit. Mr. Chugg reported that the Music in the Pines event was not held this summer and that the Foundation is looking at a musical event closer to the Valentine's Day holiday. With regard to the reopening of the fitness center, Mr. Chugg reported that the Foundation's effort to locate a partner, who would locate a physical therapist to establish a practice in conjunction with the fitness center, has failed. Mr. Chugg reported that a discussion with an alternate partner, who would establish at least a part-time practice in conjunction with the fitness center, will occur soon and that he will contact President Swarhout and Chairman Jeffers with an update following the talks. Mr. Chugg added that a backup partner, who would operate only the fitness center in their own space, has been identified. Mr. Chugg explained that tying the fitness center to a medical practice would be the most profitable arrangement and result in more student scholarship funds and service to Holbrook residents. Responding to a question from Chairman Jeffers, Mr. Chugg was unable to provide a firm date for the reopening of the fitness center and reported that the fitness equipment is currently located at the former NPC district office building but is not set up and ready for use. Mr. Chugg reported that the Foundation has postponed the annual auction until next fiscal year and added that a silent auction component may be included during the planned scholarship dinner.

Agenda Item 5: Consent Agenda

Ms. Handorf requested that consent agenda item B. be set aside for discussion. Mr. Peaches moved to approve consent agenda items A., C., and D., as presented. Mr. Parsons seconded the motion. ***The vote was unanimous in the affirmative.*** Ms. Handorf offered two corrections to statements made by herself and Dr. Swarhout as recorded on the second page of the June 15, 2010 Executive Session Minutes. Chairman Jeffers commented that the intent of her statements was understood correctly and that the suggested corrections could be made. Ms. Handorf moved to approve consent agenda item B., June 15, 2010 Executive Session Minutes, as discussed and amended. Mr. Parsons seconded the motion. ***The vote was unanimous in the affirmative.***

Consent Agenda (Action):

- A. June 15, 2010 Study Session Minutes (T2)
- B. June 15, 2010 Executive Session Minutes (T2)
- C. June 15, 2010 Regular Board Meeting Minutes (T2)
- D. 2010-2011 Dual Enrollment Intergovernmental Agreement Between the Navajo County Community College District and St. Johns USD No. 1, Winslow USD No. 1, Snowflake USD No. 5, Blue Ridge USD No. 32, Pinon USD No. 4, Show Low USD No. 10, Whiteriver USD No. 20, Cedar USD No. 25 and Sanders USD No. 18

Agenda Item 6: Old Business

None.



Agenda Item 7: New Business

7.A. – Request to Approve Intergovernmental Agreements with NAVIT – Vice President Hatch

Mr. Hatch presented the staff recommendation to approve the central programs and dual enrollment intergovernmental agreements with NAVIT as discussed and reviewed in study session. Matt Weber, NAVIT Superintendent, commented that NAVIT is grateful for the partnership with NPC. Mr. Peaches moved to approve the NAVIT intergovernmental agreements as presented. Ms. Handorf seconded the motion. **The vote was unanimous in the affirmative.**

7.B. – Request to Approve Intergovernmental Agreement with Apache County – Vice President Hatch

Mr. Hatch presented the staff recommendation to approve the intergovernmental agreement with Apache County for the 2010-11 and 2011-12 academic years as discussed and reviewed in study session. Mr. Hatch noted that both parties have moved back to a two year agreement following a one year agreement for the 2009-10 academic year. Mr. Parsons thanked Dr. Swarhout and Mr. Hatch for reviewing the Apache County financial information with him and added that he is comfortable with the agreement as it does not create a burden for Navajo County taxpayers. Mr. Parsons moved to approve the intergovernmental agreement with Apache County as presented. Ms. Handorf seconded the motion. Chairman Jeffers noted that the approximate 11.5% paid by Apache County for instructional, administrative and overhead costs results in non-monetary benefits to both counties. Dr. Swarhout agreed that the 11.5% received from Apache County allows for an increased level of service to Navajo County residents. **The vote was unanimous in the affirmative.**

Agenda Item 8: Standing Business

8.A. – Human Resources Update – Peggy Belknap

Human Resources Director Peggy Belknap announced the following new hires: Louella Nahsonhoya, Apache County Academic Advisor; Janice Cortina, Faculty in Developmental Services; Ryan Rademacher, Temporary Faculty in English; Jean Hammond, Springerville Center Assistant/Monitor; Shawntel Skousen, St. Johns Center Assistant/Monitor; and Lloyd Albert, LCC Campus Monitor. Ms. Belknap reviewed the 11 positions that are open or in process. Ms. Belknap reported that new employee orientation was held on August 11th and that employee service awards were presented, and discrimination/harassment training was held at the August 13th convocation.

8.B. – Employee of the Month Award – Peggy Belknap

Emma Hillend, Assistant to the Campus Manager at Silver Creek Campus, was selected as the May 2010 Employee of the Month. Ms. Hillend selected Vice President Hatch as her Administrative Victim and assigned him campus office counter and phone duties for a day. Cindy Hildebrand, Student Services Information Data Specialist, was selected as the June 2010 Employee of the Month. Ms. Hildebrand will be treated to lunch by Ms. Belknap.

8.C. – Alumnus of the Month Award – Susan Olsen

Lorraine Benally, Kayenta Center Manager, was named the August 2010 Alumnus of the Month. Ms. Benally was unable to attend the meeting to receive her award due to ongoing fall 2010 student registration at the Kayenta Center. Ms. Benally began working for the college as a work study student, then as Kayenta Center Advisor, and finally as Kayenta Center Manager. Her nominator, Myrtle Dayzie-Gray, Kayenta Center Advisor, credits Ms. Benally with being extremely student service focused; Ms. Benally and is known as “The NPC Lady” in Kayenta. Ms. Benally earned Associate of Arts and Associate of Applied Science degrees at NPC.



Agenda Item 9: President's Report – President Swarthout

Dr. Swarthout reported that the college will host the Arizona Community College Presidents' Council (ACCPC) on August 18 and 19 at the White Mountain Campus; a joint District Governing Board meeting between NPC, Mohave and Coconino community colleges is scheduled for September 27th at Coconino Community College; six modular buildings from the former Hermosa Campus have been relocated to White Cone High School and one of three units requested by Apache County has been relocated and the remaining two units are ready for transport; Karen Nicodemus of Getting AHEAD will present information at the ACCPC meeting as well as the Joint ACCPC/AADGB meeting in September; and that the District Governing Board retreat will be held on September 22, 2010.

Agenda Item 10: Board Report/Summary of Current Events

Ms. Handorf announced that she was elected Treasurer for the State District Governing Board Association.

Agenda Item 11: Announcement of Next Regular Meeting: Tuesday, September 21, 2010.

Agenda Item 12: Ethics Training for District Governing Board Members

Michelle Parker, Legal Counsel for the college, was present to provide ethics training to Board members. Ms. Parker recommended that, if Board members want to ask specific questions regarding the college and receive answers that constitute legal advice, the Board enter Executive Session. Board members had only general questions and chose not to go into Executive Session. Ms. Parker provided Board members with a bound collection of DGB related articles for review, including a HLC report on a particular Arizona Community College District Governing Board that has recently received much public, negative attention. Board members reviewed materials related to the primary functions of governing boards and received answers to questions related to Board member voting and shared governance within institutions of higher education.

Agenda Item 13: Adjournment

The meeting was adjourned at 1:24 p.m. upon a motion by Mr. Parsons, a second by Mr. Peaches, and a unanimous affirmative vote.

Respectfully submitted,

Russell Dickerson
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Secretary to the Board



Request to Approve Intergovernmental Agreement with Governor's Office of Economic Recovery

Recommendation:

Staff recommends approval of an Intergovernmental Agreement with the Governor's Office of Economic Recovery (GOER) associated with funds granted under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and distributed through the State Fiscal Stabilization Fund (SFSF).

Summary:

Staff received the attached IGA intended to govern the third phase of distribution of monies through the SFSF process.

Staff anticipates distribution of the SFSF allocation of \$14,596.93 as soon as all community college districts have approved the IGA. This is expected to be the final phase of funding received under the Recovery Act and distributed through SFSF. On receipt of the third phase of funding, the total distribution to the district will be \$1,737,540.93.



Northland Pioneer College

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**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE GOVERNOR'S OFFICE OF ECONOMIC RECOVERY
AND
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
CONTRACT #OER-11-IGA-SE-08**

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is entered into by and between the Governor's Office of Economic Recovery ("GOER"), established by Governor Brewer to oversee and discharge funds granted under the American Recovery and Reinvestment Act of 2009 (Recovery Act), and located at 1700 West Washington Street, Suite 300, Phoenix, Arizona 85007, and the Navajo County Community College District, located at P.O. Box 610, Holbrook, Arizona 86025 pursuant to Arizona Revised Statutes §§ 11-951, 11-952 and 41-101.01.

I. PURPOSE OF THE AGREEMENT

GOER is tasked with oversight and swift distribution of Economic Recovery Funding. In this capacity, GOER has agreed to provide funding to Arizona's Community Colleges for the purpose of supporting existing programs and keeping tuition and fee increases to a minimum, a project that GOER has determined meets the requirements of projects suitable for Recovery Act funding. The Community Colleges of Arizona play a critical role in meeting workforce demand by providing a pathway for students to complete certificates and associates degree. They serve a diverse group of students, including those student groups traditionally underrepresented in higher education institutions. As the State of Arizona begins its recovery from the current economic downturn, the Community Colleges will play a critical role in providing the trained workforce that the state will depend upon for this recovery. GOER will fund the Navajo County Community College District up to \$14,596.93 for this purpose.

II. WORK STATEMENT AND GENERAL PROVISIONS

The parties mutually agree as follows:

A. Method and Terms of Reimbursement

Recovery Act funds will be transferred to the Navajo County Community College District on a cost reimbursement basis upon receipt and approval of a Payment Request Form showing cumulative expenditures by line item. Items to be reported on are, dollar amount requested, name of project worked on, any Davis-Bacon reports and project status compared to timeline submitted. The Navajo County Community College District will submit to GOER an estimated payment schedule and timeline for project and the Navajo County Community College District will be responsible for paying vendors associated with this project. GOER will provide to the Navajo County Community College District a master template for the Payment Request Form. GOER will reimburse expenses to the Navajo County Community College District using a warrant or by direct deposit of Recovery Act funds to the Navajo County Community College District. Method of transfer will be at the discretion of GOER and the Navajo County Community College District will allow five to seven working days for completion of transfer of Recovery Act funds after receipt of Payment Request Form. Any unspent funds associated with this agreement will be refunded to GOER at completion of stated agreement term. Final payment for this agreement will be released upon receipt of any final reporting requirements which are yet to be determined.

B. Reporting and Compliance Requirements

Payments by GOER to the Navajo County Community College District shall be in strict compliance with OMB Circular A-21, Cost Principles for Educational Institutions (2 CFR 220 A-21) and shall adhere to the Federal Cash Management Improvement Act (CMIA) and comply with guidelines of the State Fiscal Stabilization Fund (SFSF), established under Recovery Act through Public Law 111-5 (H.R.1) and amended by Public Law 111-8 (H.R. 1105).

In addition, the Recovery Act specifically provides that funds may not be used by any state or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. The Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate, to meet the reporting and other requirements of the Recovery Act and other applicable law.

The accounting systems of all recipients and sub-recipients must ensure that funds from any award under this Recovery Act solicitation are not commingled with funds from any other source. Misuse of grant funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties.

Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for, and reported on separately from all other. Recipients must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

Funds associated with this AGREEMENT shall only be used to reimburse the Navajo County Community College District for the purposes set forth on section I of this agreement. The Navajo County Community College District must understand and comply with all applicable Federal and State policies, procedures, and requirements related to Recovery Act monies including, but not limited to, the following:

1) **“Buy American Act” Est. 1933**

The recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act (“Buy American Act”). No award funds may be used for non-American sources of iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification and upon approval of the federal grant agency, a waiver is issued allowing this activity.

2) **Davis-Bacon and Related Acts: Wage Rate Requirements**

All applicants should be aware that the Recovery Act contains a provision on wage rate requirements that concerns projects funded or assisted by Recovery Act funds that employ laborers and mechanics. See section 1606 of the Recovery Act for the full text of this requirement.

3) **ARRA Infrastructure Investment: Preference for Quick-Start Activities**

Pursuant to section 1602 of the Recovery Act, recipient of funds under this solicitation for infrastructure investment are to give preference to activities that can be started and completed expeditiously, and also are expected to use grant funds in a manner that maximizes job creation and economic benefit. For the details of this requirement, please refer to the text of section 1602 of the Recovery Act.

4) **Recovery Act: Contracts**

Generally speaking, the Recovery Act places special emphasis on the use of fixed-price contracts awarded through competitive procedures.

5) **National Environmental Policy Act Requirements**

Under section 1609 of the American Recovery and Reinvestments Act of 2009 all recipients must comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended, (42 U.S.C. 4371 et seq.), 40 CFR parts 1500 through 1508 and any State government requirements that implement NEPA.

III. EFFECTIVE DATE, TERM, TERMINATION, RENEWAL, AMENDMENT

A. Effective Date

This AGREEMENT shall become immediately effective only upon the following: (1) execution by GOER and the Navajo County Community College District, and (2) execution by GOER’s and the Navajo County Community College District’s attorneys, whose execution shall determine that this AGREEMENT is in proper form and within the powers and authority granted to GOER and the Navajo County Community College District under the laws of the State of Arizona.

B. Term, Termination, Renewal

This AGREEMENT shall begin on July 1, 2010 and terminate on June 30, 2011, unless terminated as provided herein, or extended. Either party may terminate this AGREEMENT at any time by providing thirty (30) days written notice to the other party. If this AGREEMENT is extended by mutual written consent of the parties, all terms, conditions and provisions of the original AGREEMENT shall remain in full force and effect and apply during any extension period.

C. Amendment

This AGREEMENT may be modified, altered, extended or amended only in writing signed by, or on behalf of, both parties.

IV. NOTICES

Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this AGREEMENT, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<p><u>GOER</u> James J. Apperson Director Governor’s Office of Economic Recovery 1700 W. Washington St., Ste. 300 Phoenix, AZ 85007 Phone: (602) 542-6402</p>	<p><u>Navajo County Community College District</u> Jeanne Swarthout, Ph.D. President Navajo County Community College District P.O. Box 610 Holbrook, AZ 86025 Phone: (928) 524-7640</p>
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V. ARBITRATION

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

VI. NON-AVAILABILITY OF FUNDS

Every payment obligation of GOER under this AGREEMENT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, either party may terminate this AGREEMENT at the end of the period for which funds are available. No liability shall accrue to GOER or the State of Arizona in the event this provision is exercised, and GOER and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VII. CANCELLATION FOR CONFLICT OF INTEREST

This AGREEMENT is subject to cancellation pursuant to Arizona Revised Statutes § 38-511, the provisions of which herein incorporated by reference.

VIII. AUDIT OF RECORDS

Pursuant to Arizona Revised Statutes § 41-1351, GOER shall retain all data, books, and other records relating to this AGREEMENT. Navajo County Community College District is subject to all audit oversight policy and procedure established by GOER.

IX. GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona. In the event of litigation arising under, out of, or relating to, this AGREEMENT, GOER and Navajo County Community College District hereby stipulate to the exclusive jurisdiction and venue of the Maricopa County Superior Court in Phoenix, Arizona.

X. ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT super cedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

XI. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

XII. COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

XIII. INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

XIV. PARAGRAPH HEADINGS

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

XXXXXXXXXXXXXXXXXXXX

THIS SECTION INTENTIONALLY LEFT BLANK

XXXXXXXXXXXXXXXXXXXX

XV. IN WITNESS WHEREOF, the parties agree to execute this AGREEMENT.

Governor’s Office of Economic Recovery
1700 W. Washington St., Ste. 300
Phoenix, AZ 85007

Navajo County Community College District
P.O. Box 610
Holbrook, AZ 86025

James J. Apperson
Director
Governor’s Office of Economic Recovery

Jeanne Swarthout, Ph.D.
President
Navajo County Community College District

This AGREEMENT is in proper format and is within the powers and authority granted to the respective public agency.

Joe Kanefield
Chief Legal Counsel
Governor’s Office

Kathryn A. Munro
Legal Counsel
Mangum, Wall, Stoops, & Warden, P.L.L.C.

Request to Approve the Navajo Nation Regional Partnership Council Arizona Early Childhood Development and Health Board (First Things First) Agreement with Northland Pioneer College, Grantee Agreement (IGA-RC001-11-0166-01).

Recommendation:

Staff recommends the District Governing Board of Northland Pioneer College approve the Navajo Nation Regional Partnership Council Arizona Early Childhood Development and Health Board (First Things First) Agreement with Northland Pioneer College, Grantee Agreement (IGA-RC001-11-0166-01).

Summary:

Under the Grantee Agreement (IGA-RC001-11-0166-01), Northland Pioneer College will provide Early Childhood Development services to support and assist child care providers within the Fort Defiance and Chinle agencies to successfully complete the CDA credential. The grant is for the amount of \$120,344. The effective date of the grant period is October 1, 2010 to June 1, 2011.



Northland Pioneer College

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

GRANTEE AGREEMENT

IGA-RC001-11-0166-01

Between The
Navajo Nation Regional Partnership Council,
Arizona Early Childhood Development and Health Board
(First Things First)
And
Northland Pioneer College

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

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

I. PURPOSE OF AGREEMENT

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

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2010 and shall terminate on June 30, 2011. This agreement is renewable for two (2) additional twelve (12) month extensions, based on satisfactory performance and continued available funding.

III. DESCRIPTION OF SERVICES

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

A. Scope of Work

Increasing opportunities for the professional development of the early childhood workforce on the Nation is one of the top priorities of the Navajo Nation Regional Partnership Council. The key to quality child care is linked to the education and work-place stability of those teaching the youngest children. The preparation and ongoing professional development of early educators is a fundamental component of a high quality early learning system.

Currently, many of the child care centers on the Navajo Nation have workforce issues. Many of those working in the centers are not yet adequately trained and educated in the early childhood field. Some centers are closed due to lack of available staff who are qualified to teach young

children. Many more young children on the Nation would have access to early care and education if the number of qualified educators could be increased.

The Navajo Nation Regional Partnership Council is working to ensure that the whole continuum of educational opportunities, from the national Child Development Associate (CDA) Credential to a Masters Degree, are available to those in (and interested in joining) the early childhood workforce on the Nation. This agreement, however, focuses solely on the CDA preparation and credentialing for those already in the early childhood field. This CDA -Professional Development Project meets a clear need and will provide a foundation on which to build a more comprehensive professional development action plan.

There are many considerations which must be addressed in the delivery of the CDA Professional Development Project:

- The Diné Language and Culture must be infused in the training, coursework, and mentoring.
- Teachers of the courses must be highly qualified to teach the coursework and must be strong in the Diné Culture and Language.
- The vast geography of the Navajo Nation, the remote location of potential students and the issue of travel must be addressed.
- Coursework must be scheduled at times and in ways that are accessible to early childhood teachers.
- Academic supports such as tutoring, coaching, and advisement must be provided.
- Financial supports such as scholarships and money for books must be available for those who qualify.
- Child care or any other supports to help ensure the students' success must be considered and addressed.
- A funding match of 20% (may be in-kind) will be required of the administrative home for this strategy.
- The project implementation shall abide by the First Things First Community Based Professional Development for Early Care and Education Professionals and the First Things First Scholarships other than TEACH CDA, Associate in Arts and Associate in Science Degrees Standards of Practice.

B. CDA Professional Development Project

Northland Pioneer College's Early Childhood Program will address the needs outlined within the Scope of Work. The goal of the Navajo First Things First CDA Professional Development Project is to improve the quality of care provided to young Navajo children by CDA credentialed child care providers and early educators. This Project will assist in the building of a skilled and well prepared early childhood development workforce.

Northland Pioneer College (NPC) will address the need to increase the number of trained, credentialed child care/early educators within the early childhood programs on the Navajo Nation within Arizona by preparing these providers to successfully complete the CDA credential within the proposed delivery sites of Fort Defiance and Chinle Agency. This project will further enhance the development of quality child care and the use of resources

for providers who would not normally have taken advantage of these professional development opportunities on their own. This Project will provide:

1. Clustered early childhood sessions and on site delivery sessions to 15 enrolled participants of Fort Defiance Agency and 15 enrolled participants of Chinle Agency. After successful completion, participants will apply for the CDA assessment from the Council for Early Childhood Professional Recognition, Washington, DC.
2. Assessment of professional development and other college coursework in order for participants to begin the CDA process where they currently are based on evaluation of college transcripts, prior professional development and training, and readiness for CDA assessment.
3. After completion of their CDA Credential, participants will receive advisement on how to continue working towards their early childhood Associates' degree. Financial aid information and assistance will be provided to each participant regarding resources to continue their educational pursuits.

The project will begin with a planning period during the Summer of 2010. During this planning period, the NPC Early Childhood Program Chair will meet with program administrators to plan and develop the project, including:

- Development of recruitment materials
- Selection of participants
- Participant advisement based on a review of professional development and training records, and transcripts

The project will consist of clustered professional development sessions beginning in the Fall 2010 semester and continuing into the Spring 2011 semester with both clustered sessions and bi-weekly on-site visits by faculty for the proposed 30 registered participants within the Fort Defiance and Chinle Agency sites. The selected Early Childhood/CDA training modules will focus on the 13 CDA functional areas. ECD 270: CDA Assessment preparation will assist the participants in preparing for their CDA Credential; this consists of the faculty completing the CDA Advisor's observation booklet, the candidates' completion of their Professional Resource File, collection of parent questionnaires, development of an autobiography and writing the six competency statements in which the candidates describe their goals for working with children and their activities to meet those goals. Prior to enrollment, applicants for the CDA Professional Development Project will have their transcripts reviewed by NPC's Program Chair to determine what courses need to be completed, if they have already completed some related coursework that meets the requirements for endorsements (Home Visitor, Infant/Toddler and/or Preschool CDA).

NPC will utilize the CDA curriculum developed by Central Arizona College, an effective curriculum used for many years with many educators, care givers, parents, etc., who successfully earned their CDA Credential, certificate of completion, and degree. The workshops will be held weekly at participant's convenience or at Agency training days during the day time and/or evenings at sites within the Fort Defiance and Chinle Agencies. The introduction will begin initially in clustered sessions with an assigned faculty who will provide individualized follow-up at the site of the care-giver. Workshops will consist of lecture and hands-on application of the material learned. Observation of the participants by the NPC instructors/CDA Advisors will be an integral part of the project.

Recruitment Plan:

NPC's Early Childhood Program Chair will meet with Navajo Nation Head Start and Navajo CCDF program administrators to develop strategies to recruit 15 participants each from Fort Defiance and Chinle Agency. (There will be no supplanting or duplication of educational opportunities already provided or able to be provided by Head Start). Applicants must have a high school diploma or GED, be currently working with children birth to age five and be willing to commit to pursuing a CDA Credential. They must be able to read and write well enough to write their autobiography and six competency statements and successfully pass a 60 item written multiple choice test (Early Childhood Studies Review) based upon knowledge of young children, birth to age five. Following completion of the professional development sessions and an application for assessment, they must also be willing to participate in an interview with a CDA National representative who will conduct the CDA assessment process.

Evaluation Plan:

- Number of participants successfully completing CDA coursework with grades of "C" or higher
 - Attendance of participants at clustered trainings
 - Attendance of participants during on site visits and observations
 - Number of participants applying for CDA assessment
 - Number of CDA Credentials awarded
 - Number of early childhood staff, with new CDA Credentials, continuing to work towards additional certificates/degrees
- C. Grant Management Forms provided by First Things First (Attachment A – Attachment G to be returned prior to October 1, 2010 (NOTE: Line Item Budget and Narrative to be submitted PRIOR to agreement being signed).
- D. Standards of Practice Documents (Exhibit A,B,C)

IV. MANNER OF FINANCING

The GRANTOR shall:

- a) Provide up to **\$120,344** to GRANTEE for services provided under Paragraph III.
- b) Payment made by the GRANTOR to the GRANTEE shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the GRANTEE via the First Things First on-line grants management system. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the GRANTEE under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the GRANTEE shall be for only the amount

of dollars actually spent by the GRANTEE. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the GRANTOR, the State, or Federal government, the GRANTEE shall reimburse said funds directly to the GRANTOR immediately.

VI. FINANCIAL AUDIT

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

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), GRANTEE must have an annual audit conducted in accordance with Office of Management and Budget (OMB) Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if GRANTEE expends more than \$500,000 from federal awards. *If the GRANTEE has expended more than \$500,000 in federal dollars, a copy of the GRANTEE's audit report for the previous fiscal year must be submitted to the GRANTOR for review within thirty (30) days of signing this Agreement. Otherwise the annual audit review/statement must be provided to the GRANTOR within thirty (30) days.*

VII. DEBARMENT CERTIFICATION

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

VIII. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

IX. REPORTING REQUIREMENTS

Regular reports by the GRANTEE shall include:

a) Programmatic and Evaluation Reports

1. The GRANTEE shall provide quarterly program narrative & evaluation data reports to the GRANTOR within twenty (20) working days of the last day of the quarter in which services are provided. Reporting is submitted via the First Things First on-line grants management system and shall contain such information as deemed necessary by the GRANTOR.
 - a. Quarterly reports are due:
 - i. Period: August 1, 2010 – September 30, 2010
Due: October 20, 2010
 - ii. Period: October 1, 2010 – December 31, 2010
Due: January 20, 2011
 - iii. Period: January 1, 2010 – March 31, 2011
Due: April 20, 2011
 - iv. Period: April 1, 2010 – June 30, 2011
Due: July 20, 2011
 - v. The final programmatic report as submitted shall be marked FINAL

b) Financial Reimbursement

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

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

X. ASSIGNMENT AND DELEGATION

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

XI. AMENDMENTS

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

Any such amendment shall: 1) specify an effective date; 2) specify any increases or decreases in the amount of the GRANTEE's compensation if applicable; 3) be titled as an "Amendment"; and

4) be signed by the parties identified in the preceding sentence. The GRANTEE expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XII. SUBCONTRACTORS

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

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

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XIV. PROHIBITION ON GOVERNMENT CONTRACTS

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

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The GRANTOR or the GRANTEE may, by written notice cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating,

negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of local government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective immediately upon receipt of written notice from the GRANTOR or the GRANTEE, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the GRANTOR under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the GRANTOR may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the GRANTOR in the event this provision is exercised, and the GRANTOR shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the GRANTEE in the execution of this Agreement.

XX. FORCE MAJEURE

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

XXI. ARBITRATION

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

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

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

XXIII. ENTIRE AGREEMENT

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

XXIV. RESTRICTIONS ON LOBBYING

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

XXV. LICENSING

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

XXVI. NON-DISCRIMINATION

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

XXVII. SECTARIAN REQUESTS

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

XXVIII. SEVERABILITY

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

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

The GRANTEE agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the GRANTEE describing programs or projects funded under this agreement in whole or in part with First Things First funds and shall follow the protocol and style guide provided by First Things First.

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

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

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXXII. INDEMNIFICATION

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

XXXIII. CONFIDENTIALITY OF RECORDS

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

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

XXXIV. CONFIDENTIALITY OF GRANTEE 'S INFORMATION

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

XXXV. TERMINATION

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

XXXVI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXVII. PARAGRAPH HEADINGS

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

XXXVIII. COUNTERPARTS

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

XXXIX. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XL. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

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

XLI. Legal Arizona Worker

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

XLII. NOTICES

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

The GRANTEE shall submit notices relative to this Agreement to:

First Things First
Attention: Finance
4000 North Central, Suite 800
Phoenix, Arizona 85012

GRANTOR shall address all notices relative to this Agreement to:

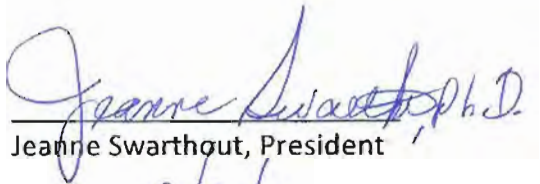
Northland Pioneer College
PO Box 610
Holbrook, AZ 86025

XLIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF
Northland Pioneer College**

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


Jeanne Swarhout, President

9/2/10
Date

Rhian Evans Allvin, Executive Director

Date

Exhibit A

FIRST THINGS FIRST Community-Based Professional Development for Early Care and Education Professionals Standards of Practice

Because young children, including infants and toddlers, spend so much time in early care and education settings outside their own homes, it is especially important to ensure that the professionals responsible for their early care and education have the tools and skills to promote learning and healthy social and emotional development, and know how to help when development is not progressing as it should. The preparation and ongoing professional development of early educators is a fundamental component of a high quality early learning system. The education and training of teachers and administrators is strongly related to early childhood program quality, and program quality predicts development outcomes for children.¹

However, early care and education professionals are often nontraditional learners who benefit from a range of professional development supports. First Things First recognizes the need to provide a variety of options to engage early care and education professionals in professional development. In addition to college coursework, other formats of professional development can encourage individuals who have been away from formal schooling to return to the classroom.

While community-based professional development has not been well evaluated, it does provide another logical stepping stone to more formal and credit bearing professional development. Participants will be encouraged and supported to eventually continue their education through college credit coursework and/or participation in T.E.A.C.H and *Quality First!* All professional development opportunities will be required to show successful outcomes, either through an assessment process, achievement of milestones, or a follow-up visit by a mentor or coach to determine if professional practice has been changed based upon what was learned.

First Things First invites innovative and creative ways to provide high quality professional development to the early care and education workforce in Arizona. The broad nature of this strategy allows stakeholders to collaborate in a variety of innovative and creative ways to increase access to quality community-based professional development opportunities. Models of community-based professional development may focus on enhancing leadership and administrative skills among child care administrators in order to enhance program quality. Additionally, grantees may pursue other approaches to professional development, such as the use of cohorts for participants, single day seminars, or multi-day trainings that are held over the course of several months. While these programs come in different forms, they have a common goal of increasing the level of preparation and skill of early care and education providers, and encouraging them to pursue certification and college degrees in the field.

Research demonstrates that the most effective types of professional development approaches include content-based workshops as well as hands-on, one-on-one mentoring or coaching, also referred to as "consultation."

¹ Ohio Department of Education (January 2006). *Critical Issues in Early Educator Professional and Workforce Development*. Columbus: OH. This paper was funded by the Department under the Commission of the School Readiness Solutions Group, and was developed by Jana Fleming.

A national, multi-state evaluation on consulting as professional development concluded that on-site consultation resulted in improvements for both center-based care as well as family child care on factors on Harms' environmental rating scales.² Further, formal professional development is related to increased quality care; however, experience without formal training has not been found to be related to quality care. Therefore, the value of applying theory to practice is a key element of community-based professional development.³

While each First Things First funded community-based professional development program may be uniquely designed, they all have a valuable role to play in meeting the complex needs of early care and education professionals, families, and communities across the State of Arizona. First Things First focuses on programs and services that provide children with the best opportunities for school and life success.

First Things First funded programs may supplement but not supplant other state expenditures on, and federal monies received for early childhood development and health programs. Funding decisions are based upon a robust process of review to ensure programs are supported by research, value the family and use approaches considered to be best practice.

Applicants in regions that contain federally-designated tribal areas must describe their outreach activities for early care and education providers within tribal communities.

Qualifications for Trainers/Instructors:

- Instructors should be knowledgeable about and possess experience in working with both adult learners and young children birth to age five.
- Instructor must have experience in early childhood education, elementary education with a concentration in early childhood, child and family studies, or a closely related field in order to meet the qualifications of adjunct faculty at the local community college. Supervisors must meet or exceed these requirements with at least two years of program management experience. If programs experience hardship in recruitment efforts, they must notify and consult with First Things First.
- Instructors should possess appropriate credentials and experience in conducting professional development activities.
- Demonstrated knowledge and skills that reflect current best practices and research that are aligned with Early Childhood Education standards for children and professionals.
- Minimum five years experience working with young children (combination of classroom and supervisory experience)
- Experience working with adult learners and diverse cultures
- Bilingual English/Spanish preferred

Community Based Professional Development programs delivering professional development opportunities will be required to ensure that opportunities are designed and implemented according to the following principles:

² Paulsell et al, 2008, *Lessons for Policy and Programs*.

³ Galinsky, E.C., Howes, S., & Shinn, M. *The study of children in family care and relative care*. 1994, New York: Families and Work Institute; Kagan, S.L., & Newton, J.W. Public policy report: For-profit and non-profit child care: Similarities and differences. *Young Children*, 1989, 45, 4-10; Whitebook, M., Howes, C., & Phillips, D. *Who cares? Child care teachers and the quality of care in America 1989*, Oakland, CA: Child Care Employee Project.

- Professional development opportunities to early care and education professionals are based upon a culture of trust and respect.
 - Clearly define program objectives to ensure comprehension, engagement, and retention.
 - Create opportunities for and act upon formal and informal feedback ensuring that input shapes on-going decision-making.
 - Encourage honest, open communication between participants and instructors.
 - Maintain confidentiality, being respectful of program participants.
 - Is culturally responsive
- Sessions should be based on current research, core areas of competency, and early learning standards.
 - Curriculum should incorporate and reflect the theoretical framework that informs practice in the classroom.
- Sessions should be responsive to the needs of the region's early care and education professionals.
- Participants should be afforded opportunities for practical application of the theoretical foundation to real-life classroom activities and situations.
 - Experiences should be relevant to the participant's background and current role and provide a pathway leading to a specific goal such as a Child Development Associate (CDA) or other.
- Sessions should involve adult active learning techniques for participants.
- Professional development should include opportunities for on-site technical assistance, mentorship, and/or supervision.
- An assessment should be implemented (either formal or informal) of the outcomes for each participant before a certificate of completion is awarded.

Providers of community-based professional development opportunities for early care and education professionals will:

- Increase the availability of and participation in high quality professional development opportunities for those working with or preparing to work with children birth through age five.
- Provide high quality professional development opportunities through innovative and creative approaches.
- Develop outreach and recruitment practices that engage and retain participants.
- Track individual's progress in obtaining the skills necessary to be qualified to care for children.
- Provide resource and referral information to participants on the healthy development of young children; and resources available in the community such as early literacy programs, family support agencies, and physical and oral health resources.
- Provide resource and referral information to participants relative to degree and certification programs in early care and education (and related fields), and higher education scholarships.
- Identify and coordinate with existing training opportunities within the region.
- Conduct trainings based on best practices and research, giving consideration to:
 - Utilizing subject matter experts (visiting faculty, published authors, researchers, etc.) to enhance training content and delivery;
 - The frequency and sequence of training sessions;
 - Having specific identified outcomes that participants must achieve and assessing those outcomes for each participant before documentation of completion is awarded.

- Provide professional development sessions that are interactive, model desired behaviors, and address the multiple learning styles of adult learners.
 - Topics should address the core competency areas identified by the National Council for Professional Recognition. At a minimum, topics must include:
 - Understanding the 5 domains of early childhood development, including early childhood special education
 - Observing, documenting, and assessing children’s behaviors
 - Ensuring safe and healthy learning environments
 - Upholding ethical and professional standards
 - Utilizing developmentally appropriate practices
 - Advancing physical and intellectual competence
 - Supporting social/emotional development and using positive guidance techniques
 - Establishing respectful, positive, and productive relationships with families
 - Ensuring a well-run purposeful program responsive to child and family needs
 - Additional training topics may include, but are not limited to:
 - Sensory integration, behavioral health, and special needs
 - Role of creativity in learning
 - Role of materials in the classroom
 - Role of the arts in cognitive and social emotional growth and development
 - Role of the environment and environmental design in children’s learning
 - Role of the teacher/educator as researcher
 - Significance of play
 - Written and oral communication skills of providers
- Design and implement an assessment process to determine the extent to which the training has enhanced the knowledge and professional practice of program participants.
- Ensure that community-based trainings meet requirements of the National Council for Professional Recognition (for the Child Development Associate), and the standard requirements for transfer of credit to a certificate or degree in early care and education (or a related field) at the community colleges. In order to facilitate the process for approval of college credit for community-based trainings, grantees will need to identify one representative to participate in a statewide advisory committee that will inform First Things First regarding the requirements for the approval of college credit. First Things First will create the advisory committee once grantees have been identified. The advisory committee may meet either in person or by other means of communication such as telephonically, live meeting, etc.
- Maintain flexibility and responsiveness to emerging issues in the community and the early childhood field.
 - Recruit staff from the community who has extensive knowledge of community resources.
 - Recruit staff that reflect the cultural and ethnic experiences and language of the participants, and integrate their expertise into the program.
 - Develop a collaborative, coordinated response to community needs.
 - Be accessible for program participants.
 - Ensure a manageable classroom size and appropriate staffing patterns.
- Ensure the provision of high-quality professional development opportunities through experienced and responsive staff.

For those grant opportunities that include mentoring/coaching for administrators/practitioners, grantees will, as applicable, need to:

- Establish a mentoring program that includes effective/proven components of mentoring and that views mentoring as a “core component of professional development—a replacement for less effective training modalities, rather than an additional service.”⁴
- Identify selection criteria for mentors/coaches and participating administrators/practitioners
- Include roles, responsibilities, and expectations of mentors/coaches and participating administrators/practitioners
- Develop cohorts of participants
- Create a clear and multi-direction communication system
- Develop individualized professional development plans
- Establish mechanisms that support on-going professional development and support for mentors and participants
- Provide mentoring/coaching, to administrators, that supports leadership development and administrative competency
- Provide mentoring/coaching, to practitioners, that supports development of self confidence and self-efficacy in teaching (a belief in one’s ability to be effective with children and families)
- Develop on-site or near-site trainings for center administrators that address fiscal administration, systems management, human resource development, and related administrative skills/tasks
- Design an evaluation process to assess system efficacy

For those grant opportunities that include conference scholarships, grantees will, as applicable, need to:

- Ensure that trainings offered at conferences meet requirements of the National Council for Professional Recognition (for the Child Development Associate).
- Include opportunities for providers to meet with each other to develop relationships that will provide support that extends beyond the conference schedule.
- Include innovative methods to remove barriers and increase child care provider participation. This may include scholarship and/or travel stipends to remove financial barriers to attendance.
- Be responsible for reviewing requests and making scholarship/travel stipend awards.

In no way will scholarships or stipends supplant other professional development resources and opportunities that exist in the region.

Providers of community based professional development are expected to partner with First Things First during all stages of planning and implementation, and with local early care and education professionals and other early care and education stakeholders in developing and marketing the program. They will also be required to demonstrate a willingness to work with First Things First Regional Partnership Councils via the Regional Coordinator structure and the systems of communications established by First Things First. In order to document progress towards successful implementation and the achievement of specified goals and outcomes, programs will also be required to function within the framework of First Things First evaluation efforts.

⁴ http://ccf.edc.org/PDF/MentorRG_Eng.pdf

To address cultural competency objectives, early childhood practitioners/early childhood service providers shall ensure that children and families receive from all staff members effective, understandable, and respectful care that is provided in a culturally competent manner- a manner compatible with their cultural beliefs and practices and preferred language. Early childhood practitioners/early childhood service providers should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children.

References:

National Association for the Education of Young Children (1993). *A Conceptual Framework for Early Childhood Professional Development*.
Pennsylvania BUILD Initiative (November 2004). *Building an Early Childhood Education and Care Professional Development System: Where are We? What are the Next Steps?* Pennsylvania Department of Education.

Exhibit B

FIRST THINGS FIRST Scholarships other than TEACH CDA, Associate in Arts and Associate in Science Degrees Standards of Practice

Research has demonstrated that young children perform better when their teachers have a quality education which includes college coursework in early care and education and are well compensated. In Arizona less than half of all teachers of young children have either two or four year degrees. Of those that do, few have degrees in child development or early childhood education. Early care and education professionals often make little more than minimum wage and receive few or no benefits. Low wages present a major barrier to encouraging high-quality, well-educated, and well-trained personnel to enter and remain in the field. High turnover rates, up to 50 percent in many centers, significantly impact continuity of care and create attachment difficulties for children.

Scholarships for college-credit coursework are one method of creating access to higher education for a low-income workforce that lacks the financial means to afford college. Scholarships enable the early childhood workforce to take coursework leading to credentials and degrees by making it possible for them to afford the expense of going to school.

Scholarships must adhere to the following qualifications:

- Scholarships can only be awarded for an accredited Arizona public institution of higher education.
- The College or University must have an established Early Care and Education (ECE) program that provides academic advisement to its students by an Early Care and Education faculty or advisor, and that offers coursework that leads to a degree in early care and education.
- The college must demonstrate that its ECE students are making adequate progress towards receiving their degrees/certificates. Adequate progress is defined as successfully completing 67 percent of courses enrolled during one academic school year.

Agencies disbursing college credit scholarships will:

- Develop criteria for scholarship awards and establish recruitment processes for potential scholars.
- Ensure scholarship applicants are at least 18 years of age and have a high school diploma or GED, or are high school students currently participating in an early care and education course of study through their high schools.
- Ensure that individuals receiving scholarships either work, volunteer or live in the region.
- Identify outreach and access opportunities for engaging potential scholarship applicants.
- Ensure that every scholarship recipient works with an Early Childhood Education advisor or faculty member to develop an individual professional development education pathway/plan and pursues, at an appropriate rate, the early care and education coursework that accomplishes that pathway/plan.

- Make available financial aid assistance, or utilize financial aid advisors at local colleges and universities to provide financial aid assistance to scholarship recipients.
- Confirm that each scholarship recipient has exhausted other forms of financial aid including completion of Federal Financial Aid Program (FAFSA).
- Ensure official written letters/notices of denial or ineligibility/unavailability of additional educational funding sources are submitted (and on file) by scholarship applicants prior to scholarship award.
- Process requests and distribute funding -in a timely manner.
- Ensure that scholarship recipients complete a college placement test.
- Conduct scholarship application reviews and make scholarship award recommendations.
- Ensure that all coursework meet the requirements for either the National Child Development Associate (CDA) credential and/or the certificate of completion or 2-year degree in early childhood education. .
- Ensure scholarship recipients enroll in and complete courses paid for by the scholarship with a grade of "C" or better, and provide documentation of grades received for all coursework paid for through the scholarship in order to remain eligible for continued funding.
- Ensure scholarship recipients must pay for any coursework that must be retaken because of failure to achieve a minimum grade of "C" or for withdrawing after the refundable add/drop period.
- Provide the Regional Partnership Council with reports outlining awards made and written updates for each semester indicating the numbers, and amount of scholarships awarded.
- "To address cultural competency objectives, early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members effective, understandable, and respectful care that is provided in a culturally competent manner- a manner compatible with their cultural beliefs and practices and preferred language. Early childhood practitioners /early childhood service providers should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children."

<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15> ;
<http://www.naeyc.org/positionstatements/linguistic>

Exhibit C

Performance Measures

Program Specific Data Collection

Grantees will be provided with data reporting requirements by First Things First and will meet the requirements of the evaluation including, but not limited to, timely and regular reporting and cooperation with all First Things First evaluation activities. Timely and regular reporting of all performance and evaluation data including the electronic submission (through First Things First secure web portal known as PGMS) of data identified in data reporting templates (which will follow the First Things First general orientation).

First Things First reporting requirements will be aligned with the Goals, Key Measures, and Performance Measures identified in each Scope of Work. The purpose of the First Things First data submission is to determine the extent to which the program has accomplished the stated goals and key measures, through reporting on program implementation as well as program outcomes (as appropriate and identified in the performance measures).

Grantees agree to participate in the First Things First evaluation and any program specific evaluation or research efforts. Grantees are required to collaborate with the First Things First longitudinal evaluation. The provider must participate in child assessment activities associated with the longitudinal evaluation including tracking and reporting to First Things First data pertaining to participant attendance, enrollment, and demographic information; all of which must be maintained in a secure and confidential manner. In addition, Grantees agree to follow First Things First and evaluation consultants of First Things First to observe program activities on site and obtain parent consent for data collection related to evaluation efforts.

Performance Measures are defined by First Things First to determine the key impacts of the strategies, programs and approaches being implemented. Grantees will collect and report data to First Things First on the progress of achieving the Performance Measures. Grantees will receive training on specific reporting requirements. Reporting requirements will be detailed and specific and aligned with the performance measures. Data must be submitted in its raw form (e.g., number of children served/proposed service number = 52 actual children served/50 proposed service number). Based on specific strategic objectives, data will be reported for subgroups, for example, one group of strategies may require reporting of the number of children from birth through five, whereas other strategies will need to report numbers broken down to number of infants, toddlers, and preschoolers. An additional example would be for type of Early Care provider or enrollment status. Examples of subgroups of Early Care providers are licensed with the Arizona Department of Health Services, accredited, regulated by Tribal authorities, etc; examples of family enrollment statuses are newly enrolled, continuing enrollment, disenrolled.

Performance Measures for purposes of this Agreement are as follows:

1. Number of professionals working in early care and education pursuing a CDA in early childhood/proposed service numbers.
2. Number of professionals pursuing a CDA in early childhood/actual service number.
3. Number of college credits held by professionals/proposed service numbers.

- |
4. Number of college credits held by professionals/actual service numbers.

Attachments and Exhibits

Attachment A	Standard Data Collection Form
Attachment B	Applicant's Experience
Attachment C	Personnel Overview
Attachment D	Implementation Plan
Attachment E	Funds Requested Page
Attachment F	Line Item Budget
Attachment G	Budget Narrative
Attachment H	Disclosure of Other Funding Sources
Attachment I	Financial Systems Survey
Attachment J	Evaluation Plan
Attachment K	Proposed FTF CDA coursework Schedule

Attachment A

FIRST THINGS FIRST STANDARD DATA COLLECTION FORM

A. Agency Information:

Program Name (if applicable) NAVAJO FTF CDA PROJECT

Agency Northland Pioneer College
Contact Person Ms. Claude S. Endfield

Address P. O. Box 610 Position Program Chair, Early Childhood

Address _____ Email cendfield@npc.edu

City, State, Zip Holbrook, AZ 86025 Phone 928-524-7335 Fax 928-524-7312

County Navajo Employer Identification Number: 86-0277526

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

Have you previously conducted business with First Things First using this EIN: Y N?
If NO, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your Application.
http://www.gao.state.az.us/vendor/forms/new/stateofaz_subw-9_042008.pdf

In which Congressional (Federal) District is your agency? Enter District # 1
<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency? Enter District # 5
<http://www.azredistricting.org> (click on Final Maps)

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

What is your organization's fiscal year-end date? June 30, 2010

Accounting Method: Cash Accrual

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

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

Agency Heinfield, Meech & Co., P.C.
Address 3033 N. Central Avenue, Suite 300, Phoenix, AZ 85012
Phone Number (602) 277-9449

B. Proposed Program Information / Description:

Amount requested: \$120,344

Service area of proposed program: Navajo Nation

Target population of proposed program: 30

Number of participants to be served: 30

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

NAVAJO FTF CDA PROJECT: This project proposes to provide training/college coursework leading to the readiness of 30 Navajo Nation tribal early educators/care givers to successfully apply for and to obtain their CDA (Child Development Associate) Credential.

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

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

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

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

Program Agency **Fiscal Agency** **Collaborator**

Agency Northland Pioneer College Contact Person Ms. Claude S. Endfield

Address P. O. Box 610 Position Program Chair, Early Childhood

Address _____ Email cendfield@npc.edu

City, State, Zip Holbrook, AZ 86025 Phone 928-524-7335 x _____ Fax 928-524-7312

County Navajo

Program Agency **Fiscal Agency** **Collaborator**

Agency Northland Pioneer College Contact Person Maderia Ellison

Address P. O. Box 610 Position Director of Financial Services

Address _____ Email mellison@npc.edu

City, State, Zip Holbrook, AZ 86025 Phone (928) 524-7643 Fax (928) 524-7676

County Navajo

Attachment B

APPLICANT'S EXPERIENCE

<p>Name and address of organization for which the service or activity was provided</p> <p>The Early Childhood Development Program at NPXC has been in existence since 1974, providing services to residents in the counties of Apache and Navajo, including the tribal nations of Hopi, White Mtn. Apache and Navajo.</p>
<p>Location where services or activities were conducted</p> <p>Throughout Apache and Navajo counties, including the tribal nations of Hopi, White Mtn. Apache and Navajo. In addition to the four main campuses, the ECD Program has provided trainings and coursework in child care centers, Head Start program centers, Chapter Houses, school buildings, etc. throughout their service area.</p>
<p>Dates the service or activity was conducted</p> <p>1974-2010</p>
<p>Describe the services or activities that were provided</p> <p>Early Childhood course work leading towards the successful completion of the CDA Credential and/or the completion of courses leading to Certificates of Completion, Certificates of Applied Science, Associate of Applied Science degrees and Associate of General Studies degrees in the emphasis areas of : Infant/Toddler, Preschool, School Age, Family Child Care, Early Childhood Administration, Early Childhood Special Needs.</p>
<p>Describe what was achieved with the services or activities (e.g. increased knowledge among 20% of program participants, served 100 children, etc.)</p> <p>Throughout the years since 1974, hundreds of individuals have increased their knowledge in early childhood areas and earned CDA Credentials as well as certificates and degrees.</p>

Attachment C

KEY PERSONNEL OVERVIEW

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
<p>Name: Claude S. Endfield, M.S.</p> <p>Title: Program Chair/Faculty, Early Childhood</p> <p>FTE on this project: 5%</p>	<p>M.S. in Child Care Administration, B.S. in Elementary Education.</p> <p>Associate degrees in Child Development and Business</p> <p>NPC employee since 1988</p> <p>Former Head Start parent, teacher and director with White Mtn. Apache Head Start, Whiteriver, AZ</p> <p>Former Assistant Director of Components, Western Navajo Agency Head Start, Tuba City, AZ</p>
<p>Name: TBD</p> <p>Title: ECD Instructor/CDA Advisor</p> <p>FTE on this project: 50%</p>	<p>Bachelor's Degree or higher in Early Childhood or related field</p> <p>5 years experience working in early childhood setting</p> <p>Knowledge of CDA Program and adult learning</p>
<p>Name: TBD</p> <p>Title: ECD Instructor/CDA Advisor</p> <p>FTE on this project: 50%</p>	<p>Bachelor's Degree or higher in Early Childhood or related field</p> <p>5 years experience working in early childhood setting</p> <p>Knowledge of CDA Program and adult learning</p>
<p>Name:</p> <p>Title:</p> <p>FTE on this project:</p>	
<p>Name:</p> <p>Title:</p> <p>FTE on this project:</p>	

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

Resume

CLAUDE SUZETTE ENDFIELD

Work Address:
P. O. Box 610
Holbrook, Az. 86025
(928) 524-7335

Home Address
708 N. 7th Street
Holbrook, Az. 86025
(928) 524-2288

EDUCATION

NOVA UNIVERSITY, Ft. Lauderdale, FL

Masters of Science, Child and Youth Studies, Child Care Administration, August 1992

ARIZONA STATE UNIVERSITY, Tempe, AZ

Bachelor of Science. Major: Elementary Education; minor: Child Development, August 1977

College of Social Work, 12 hours continuing education courses, Sept., 1985 - Dec., 1986

Additional Ed.D course work in early childhood curriculum, 2005-2006

NORTHLAND PIONEER COLLEGE, Holbrook, AZ

Associate of Science, Major emphasis: Child Development, 1975

Associate of Arts, Major emphasis: Business, 1982

Additional courses in computer science, 2001-2003

UNIVERSITY OF NORTH CAROLINA, Raleigh, NC

Healthy Child Care America, Training Institute, 2002

EXPERIENCE

PROGRAM CHAIR

Northland Pioneer College
Holbrook, AZ

Coordinate provision of Child Development Associate training within a 22,000 square mile area.

Teach Early Childhood and Education courses.

August, 1988-present

ASSISTANT AGENCY HEAD START DIRECTOR

Western Navajo Agency Head Start
Tuba City, AZ

Oversaw the coordination of the parent involvement, nutrition, health, and handicap components for a Navajo Nation Head Start program serving over 700 preschool aged children. Directly responsible for transportation fleet and to ensure facilities met codes and remained in operation. Wrote funding application.

December, 1986-July, 1988

PROGRAM DIRECTOR

White Mtn. Apache Head Start
Whiteriver,

AZ Administrated a Native American Head Start program for approximately 300 four year olds and 70 staff members. Oversaw program operations and successfully wrote grants for continued program funding. Involved parents in program activities and worked with tribal officials to meet

National Head Start mandates.
HEAD START TEACHER

May, 1978- December, 1986
White Mtn. Apache Head Start
Whiteriver, AZ

Provided early educational experiences for five year old children. Involved parents and
community members in classroom. Supervised 1 to 2 assistants. May, 1974 - May 1978

NATIONAL CHILD DEVELOPMENT ASSOCIATE REP.

Council, for Early Childhood Professional Recognition
Washington, D.C.

Assessed CDA candidates for their nationally recognized credentials in all endorsement areas:
infant/toddler, preschool center based, family day care home and home visitor settings.

December, 1988 -present

ACTIVITIES

Grant panelist for National and State agencies. Coordinated National Baby Bottle Tooth Decay Conference, Nov. 1988, Mesa, AZ. Past state officer for Az. Assn. for the Education of Young Children. Nominee: 1992, Holbrook Woman of the Year. Task Force member representing American Indian Head Start programs on the National Head Start Parent Involvement Task Force, 1985-1987. Recipient of Outstanding Alumni Award, Northland Pioneer College, May 1993. Past member, Early Childhood Advisory Council member, Arizona Department of Education. 1996 Post Secondary Vocational Teacher of the Year for the State of Arizona. Participant 1998 Arizona Town Hall, "Who is Responsible for Arizona's Children". Workshop presenter at various national, regional and state conferences for American Indian Head Start and Tribal Child Care Programs. ACF Program Reviewer for Native American Head Start Programs, (1986-present). Fall Semester 1999 Sabbatical taken to develop and present cluster training for ACY, Child Care Bureau, Washington, DC, "Developing Policies and Procedures for Indian Child Care Programs" in 8 states. Coordinator for 25+ AEYC one-day conferences, attended by up to 425 individuals. Developed a two credit course for the Internet, "Developing Policies and Procedures in Early Childhood Programs". AZ Team member for the 2001-2002 Pilot Cohort, Early Childhood Higher Education Faculty Initiative funded by ACF, Head Start Bureau, Washington, DC. 2002 AZ team member for participation in Healthy Child Care American National Training Institute, University of North Carolina, 2002. Project Coordinator for NPC for Az Systems Ready/Child Ready DOE Grant through ASU, 2004-2006; Recipient of the 2005 AZ FACS ED. Post Secondary Vocation Teacher of the Year Award, July, 2005; participated in PITC Training, San Diego, Calif, 2006; Recipient of a 2006 NISOD Excellence Award. Participant in 2006, Indigenous Forum on Investigating Quality, University of Victoria, Victoria, British Columbia, Canada. Recipient of Outstanding Parent Award from Northern AzAEYC, which will hereafter be named the Claude Endfield Parent Award, 2007. Published: "Defining Quality: A Personal Journey". Canadian Journal of Native Education, 2008

PAST/PRESENT MEMBERSHIPS

Treasurer, White Mtn. Apache Head Start Policy Council, 1973-1974
Southwest Consortium of Indian Head Start Programs, former member and President
National Indian Head Start Directors' Assn., former Treasurer and member
Arizona Indian Head Start Directors' Assn., former President and member
White Mountain Assn. for the Education of Young Children, former Chair and member

Northland Assn. for the Education of Young Children, former Chair and member
Northern Arizona Assn. for the Education of Young Children, current At Large Board member
National Assn. for the Education of Young Children, current member
Arizona Assn. for the Education of Young Children, founding board member; Vice President for
Services
National Head Start Association
Assn. for Childhood Education International
Faculty Assn., Northland Pioneer College
Commissioner for National Head Start Fellowships
Healthy Child Care Arizona
Holbrook Lions Club
National Indian Tribal Child Care Assn.
Navajo County rep. to NACDAB, NACOG Head Start
Member, PLIT Sub Committee, Arizona School Readiness Board, 2004-05
Member, PDA Sub Committee, Arizona School Readiness Board, 2005-06
Member, Professional Work Group, First Things First, 2007-2008
Member, School Readiness partnership, Apache County, 2007-2008
Member, SPECL, Navajo County, 2007-2008
Member, First Things First Navajo-Apache Regional Partnership Council, 2008-2011

PROFESSIONAL CERTIFICATION

Arizona State Certified, Elementary Education, K - 8
Child Development Associate Credential (Expired)
National Academy of Early Childhood Programs Validator
Exploring Parenting and Looking at Life National trainer
Arizona Community College Certificate, lifetime
National CDA Representative
Instructional Skills Workshop facilitator.

Attachment D

IMPLEMENTATION PLAN

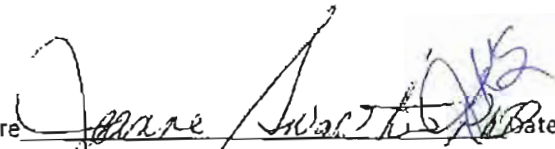
Activity	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Recruitment of Instructors	Post position opening through Human Resources	Claude S Endfield, ECD Program chair, NPC	Feb, 2010 or upon notice of award	Copy of job announcement, Navajo Times ad Gallup independent ad
	Submit copies to tribal and Gallup newspapers and Tribal Personnel Office, Navajo Nation Head Start program and related programs	Human Resources	Upon notice of grant award	Copies of ads and job postings
	Interview applicants	Claude S. Endfield and Interview committee	June, 2010	Interview questions, rating sheets, applicant transcripts and training records
Recruitment of participants	Develop project announcement, determine eligibility criteria, recruitment effort	C S Endfield	June, 2010	Copies of fliers, ads, announcements, criteria, recruitment posters
	Selection of participants	ECD program Chair, Navajo Head Start & Navajo Tribal Child Care staff	June and July, 2010	Application and evaluation process for selection
Begin CDA coursework	Register participants for summer session Locate facility Begin classes	Claude S. Endfield ECD Instructors	June – July, 2010	Registration forms, class attendance sign in sheets, Grade rosters, calendar
Participation in meetings and events	Participate in FTF Meetings including state wide meeting	Program Chair, ECD Instructors	June 2010 – June 2010	Attendance log, meeting minutes
	ECD Faculty meeting, Holbrook	CS Endfield, program chair	Ongoing for period of grant	Sign in roster, agenda, notes
	NPC Advisory Council meetings	C. Endfield	On-going	Meeting minutes, agendas, notices
Continue CDA coursework; apply for assessment	Register participants for Fall and spring Semesters Locate facility Begin classes	Program Chair ECD Instructors	August – Dec. 2010 Jan – May 2011	Registration forms, class attendance sign in sheets, Grade rosters, calendar
	Participants to complete requirements for ECD 270 CDA Assessment course	Program Chair ECD Instructors	Jan-may 2011	Completed resource files, autobiographies and competency statements, attendance rosters; Copies of p.o.'s for CDA Assessment packets
	Participants will apply for CDA Assessment	Program Chair ECD Instructors	June 1, 2011	Copies of Assessment application submitted to Washington, DC; copies of p.o.'s
Complete Assessment	Participants will be assessed	The council for Professional Recognition will schedule assessment dates	Summer 2011	Copies of credentials as participants receive them

Attachment E

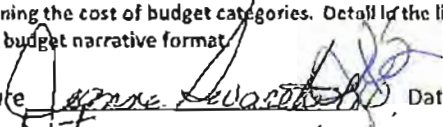
FUNDS REQUESTED PAGE

1. The Offered must state a firm, fixed total guaranteed not-to-exceed amount of funds requested for the Grant.

\$ 120,344 Total Funds Requested

Authorized Signature  Date Feb. 16, 2010
Job Title College President

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

Authorized signature , Date Feb. 16, 2010
Job Title President

Attachment F

STANDARD LINE ITEM BUDGET – NO MATCHING FUNDS

Budget period: October 1, 2010 – June 30, 2011

Budget Category	Line Item	Requested Funds	Total Cost
PERSONNEL AND FRINGE BENEFITS			
Personnel	Principal Investigator (.10 FTE, in-kind)	\$ 5,600	\$ 49,640
	ECD Instructor/CDA Advisor for Fort Defiance Agency cohort (1.0 FTE, requested)	\$22,020	
	ECD Instructor/CDA Advisor for Chinle Agency cohort (1.0 FTE, requested)	\$22,020	
PROFESSIONAL SERVICES			
TRAVEL			
In State travel		\$ 8,960	\$ 8,960
OTHER OPERATING EXPENSES			
Tuition, books and fees	Fall 2010 Cohort	\$ 7,620	\$ 52,830
	Spring 2011 Cohort	\$16,380	
	Summer Session I Cohort	\$16,380	
Cohort Course supplies		\$ 1,800	
CDA Assessment packets		\$ 900	
CDA Assessment fees		\$ 9,750	
Subtotal Direct Program Costs:		\$111,430	\$111,430
Administrative/Indirect Costs:			
INDIRECT COSTS	8% indirect costs	\$ 8,914	\$ 8,914
TOTAL COST			
Total		\$120,344	\$120,344

Authorized Signature

Jeannette Swartz, PhD

Date

9/3/10

Job Title

President

ATTACHMENT G

**First Things First-Navajo Nation Regional Partnership Council
Child Development Associate Program
Budget Narrative Explanation
October 1, 2010-June 30, 2011**

GRANT BUDGET NARRATIVE

Personnel (\$49,640)

Salaries and ERE are based on Northland Pioneer College classification system for personnel as well as negotiated employee related expenses. Where existing personnel are enlisted for this project, their current salary schedule and benefits have been incorporated into this budget.

Principal Investigator (\$5,600) (.10 FTE In Kind, 8 months)

Claude Endfield

Claude will be responsible for fiscal and administrative oversight of this project. She will recruit and hire adjunct faculty, as well as review the faculty's performance, project achievements, and reports. Full time equivalent salary: \$56,000.

Adjunct Faculty/Advisor (\$44,040) (2.0 FTE, 8 months) TBH

Funds are requested to hire two adjunct faculty/advisors. Individuals hired for these positions will be responsible for instruction and advising of cohort students. One faculty is needed for each cohort in the Fort Defiance and Chinle Agency. Full Time equivalent salary: \$22,020.

In-State Travel (\$8,960)

Funds are requested for staff travel related to cohort instruction, administrative meetings, training, etc. Travel estimates include mileage, per diem and lodging. The basis for travel estimate calculations includes:

Mileage – Personal Care (Principal Investigator and Adjunct Faculty)			
Principal Investigator: 163 round trip miles per month	162 miles x .445 x 4 months = \$289		
Fort Defiance Adjunct Faculty: 500 round trip miles per month	500 miles x .445 x 8 months = \$1,780		
Chinle Adjunct Faculty: 1000 round trip miles per month	1000 miles x .445 x 8 months = \$3,560		
Lodging and Per Diem			
	Navajo County	Apache County	Total
Lodging	4 nights @ \$71 = \$284	20 nights @ \$60 = \$1200	\$1,484
Per Diem	3 days @ \$49 = \$147	50 days @ \$34 = \$1,700	\$1,847

Other Operating Expenses (\$52,830)

Cohort expenses for CDA Training coursework for 2 sites, Fort Defiance and Chinle for Spring semester 2010 and Summer Session 1. Classes are offered 4 days a week.

Fall Semester's Tuition, books and fees (\$7,620)

- Chinle Cohort: 15 students x \$254 (3 credits)
- Fort Defiance: 15 students x \$254 (3 credits)

Spring Semester's Tuition, books and fees (\$16,380)

- Chinle Cohort: 15 students x \$546 (7 credits)
- Fort Defiance: 15 students x \$546 (7 credits)

Summer Session, June 2010, Tuition, books and fees (\$16,380)

- Chinle Cohort: 15 students x \$546 (7 credits)
- Fort Defiance: 15 students x \$546 (7 credits)

Cohort Course Supplies (\$1,800)

Students supplies will include notebooks/binders, divider tabs for CDA Resource Files, and a developmental Profiles text book.

\$20 per student x 30 students x 3 semesters

CDA Assessment Packets (\$900)

CDA Assessment Packets contain all of the instructions and materials needed for CDA cohort student to apply for CDA Assessment from the Council for Early Childhood Professional Recognition, Washington, DC. (Two copies of CDA books for specific endorsement area, parent questionnaires to be completed by parents, booklet to be completed by CDA (NPC faculty) Advisor and CDA application form.

\$30 per packet x 30 students

CDA Assessment Fees (\$9,750)

Fee assessed to each cohort student by CDA Representatives from the Council for Early Childhood Professional Recognition, Washington, DC. Fee is submitted when CDA cohort student submits their application for assessment. Fee will only be submitted when CDA cohort student has completed all requirements from NPC and faculty deems the student is ready for a successful assessment. Projected application date: June, 2011.

\$325 x 30 students

Authorized Signature

Janne A. Smith, Ph.D.

Date

9/3/10

Job Title

President

LINE ITEM BUDGET – USE IF LISTING MATCHING FUNDS

Budget Category	Line Item Description	Requested Funds	Matching Funds/Source**	Total Cost
PERSONNEL SERVICES				\$55,240
Salaries	Principal Investigator (.10 FTE, in-kind)	\$5,600	\$5,600	
	ECD Instructor/CDA Advisor for Fort Defiance Agency cohort (1.0 FTE, requested)	\$22,020		
	ECD Instructor/CDA Advisor for Chinle Agency cohort (1.0 FTE, requested)	\$22,020		
EMPLOYEE RELATED EXPENSES				\$11,847
Fringe Benefits or Other ERE	Principal Investigator @ 35% ECD Instructors/CDA Advisors @ 18%		\$3,920 \$7,927	
PROFESSIONAL AND OUTSIDE SERVICES				
Contracted Services				
TRAVEL				\$11,960
In-State Travel		\$8,960	\$3,000	
Out of State Travel				
AID TO ORGANIZATIONS OR INDIVIDUALS				
Subgrants or Subcontracts to organizations/agencies/entities				
OTHER OPERATING EXPENSES				\$54,640
<ul style="list-style-type: none"> • Telephones/Communications Services • Internet Access • General Office Supplies • Food • Rent/Occupancy • Evaluation (non-contracted and non-personnel expenses) • Utilities • Furniture • Postage • Software (including IT supplies) • Dues/Subscriptions • Advertising • Printing/Copying • Equipment Maintenance • Professional Development/Staff Training • Conference Workshops/ Training Fees for Staff • Insurance • Program Materials • Program Supplies • Scholarships • Program Incentives 	<p>Training for new adjunct faculty/advisor</p> <p>Cohort Course Supplies, CDA Assessment, and CDA assessment Fees</p> <p>Tuition, Books, and Fees</p>	<p>\$12,450</p> <p>\$40,380</p>	<p>\$210</p> <p>\$300</p> <p>\$800</p> <p>\$500</p>	
NON-CAPITAL EQUIPMENT				
Equipment \$4,999 or less in value				
Subtotal Direct Program Costs:		\$111,430	\$22,257	\$133,687
Administrative/Indirect Costs:				
INDIRECT COSTS		\$8,914	\$1,812	\$10,726
TOTAL COST				
Total		\$120,344	\$24,069	\$144,413

Jeanne Smith

9/3/10

Attachment H

DISCLOSURE OF OTHER FUNDING SOURCES

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

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

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

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

Authorized Signature Jeanne Swartz, PhD Date Feb. 16, 2010

Job Title President

Attachment I

FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY

Name of Applicant: Northland Pioneer College

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

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

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

A. GENERAL INFORMATION

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

B. FUNDS MANAGEMENT

1. Which of the following describes your organization's accounting system?	<input type="radio"/> Manual <input checked="" type="radio"/> Automated <input type="radio"/> Combination
--	---

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

C. INTERNAL CONTROLS

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

D. PROCUREMENT

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

E. CONTACT INFORMATION

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

Prepared By: Tad Spader

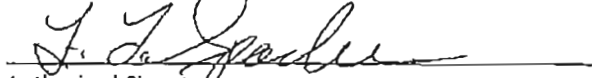
Job Title: Controller

Date: Fe. 12, 2010

Phone/Fax/Email: _____

F. CERTIFICATION

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


Authorized Signature

G. COMMENT AND ATTACHMENTS

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

Number of Attachments (please number each attachment): _____

COMMENTS:

Navajo County Community College District
 (Northland Pioneer College)
 Schedule of Expenditures of Federal Awards
 Year Ended June 30, 2009

<u>Grantor/Pass-Through or/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Grantor's Number</u>	<u>Expenditures</u>
U.S. Department of Labor			
<i>Passed through White Mountain Apache Tribe</i>			
WIA Adult Program	17.258	B516050081:\$	51,124
<i>Passed through Arizona Department of Commerce</i>			
WIA Pilots, Demor	17.261	2IBM8671	50,719
<i>Total U.S. Department of Labor</i>			<u>101,843</u>
U.S. Small Business Administration			
<i>Passed through Maricopa County Community College District</i>			
Small Business Dev	59.037	9-603001Z-0003-17	103,924
U.S. Department of Health and Human Services			
Rural Access to Enr	93.259		21,678
U.S. Department of Education			
American Recovery and Reinvestment Act			
<i>Passed through Governor's Office of Economic Recovery</i>			
ARRA - State Fiscal	84.394A		#####
Student Financial Assistance Cluster			
Federal Supplement	84.007		50,554
Federal Work-Study	84.033		111,716
Federal Pell Grant I	84.063		#####
Academic Competi	84.375		14,500
<i>Total Student Financial Assistance Cluster</i>			<u>#####</u>
<i>Passed through Coconino Community College</i>			
Higher Education - I	84.031A		239,394
<i>Passed through the Arizona Department of Education:</i>			
Adult Education - E	84.002A	09FAEADL-970595-03A	19,791
Adult Education - E	84.002A	09FAEABE-970595-04A	308,602
Adult Education - F	84.002	09FAEARP-970595-06A	57,256
<i>Total Adult Education</i>			<u>385,649</u>
Career and Technic	84.048	09PCTDBG-970595-01A	292,143

Tech-Prep Educatio	84.243	09FCTDTP-970595-02A	<u>91,681</u>
<i>Total Pass through the Arizona Department of Education</i>			<u>769,473</u>

Passed through Arizona Commission for Postsecondary Education:

Leveraging Educati	84.069	209PE233	54,953
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<i>Total U.S. Department of Education</i>			<u>#####</u>
---	--	--	--------------

Total Expenditures of Federal Awards		\$	<u><u>#####</u></u>
---	--	-----------	---------------------

Attachment J

EVALUATION PLAN

Performance Measure	Data to Collect	Plan for Data Collection	Plan for Using the Data
30 early childhood educators/care givers recruited	Application forms; list of selected participants; waiting list; recruitment ads	ECD Program chair	
Number of the 30 participants successfully completing ECD coursework with grades of "C" or higher	Transcripts, Implementation Plans, ECD Intern Contact forms	Instructors to submit paperwork on monthly basis to Program Chair	Follow up; additional mentoring
Attendance of participants at clustered trainings	Sign in rosters; Intern Contact forms	Monthly by instructors	Follow ups re: absenteeism; additional mentoring
Attendance of participants during on site visits and observations	Intern contact forms CDA Advisor Observation booklet	Monthly by instructors	Follow ups re: absenteeism; additional mentoring
Number of participants applying for CDA Assessment	Copies of assessment applications; purchase orders	Spring 2011 ECD Program Chair	
Number of CDA credentials awarded	Copies of credentials awarded	Summer 2011 ECD Program Chair	
Number of CDA'd staff continuing working towards additional certificates/degrees.	Transcripts	Summer 2011 ECD Program Chair, NN Program administrators	

ATTACHMENT K

PROPOSED FTF CDA COURSEWORK SCHEDULE
Summer 2010-June 2011

Course #	Course Title	Semester	Comments
ECD 100 ECD 102 ECD 147 ECD 148 ECD 149 ECD 150	Ensuring a Healthy Environment Ensuring a Safe Environment Prenatal Infant Development Toddler Development Preschooler Development Middle Childhood	Summer 2010	6.0Credits 4 days per week 4 weeks Tiered tuition rate applies
ECD 105 ECD 108 ECD 115 ECD 120 ECD 125 ECD 136	Guidance Techniques Observing Young Children Nutrition in Early Childhood Positive Self concepts Creative Media Understanding How Children Learn	Fall 2010	6.0 credits
ECD 101 ECD 103 ECD 110 ECD 123 ECD 270	Learning Environments in E. C. Planned Arrangements Relationships with Parents Music and Movement CDA Assessment Prep Make up of missing courses TBD for each student as necessary	Spring 2011	6.0 credits "Mock" CDA Assessments may be scheduled for "practice"
	Students may elect to continue working towards the one year NPC Early Childhood Certificate (COP)	Summer 2011	Tuition fees and other costs not reflected in proposed budget

Request to Approve Vocational Skills Training Services Agreement between NPC and the White Mountain Apache Tribe

Recommendation:

Staff recommends the approval of the agreement between the White Mountain Apache Tribe and Northland Pioneer College for vocational skills training services.

Summary:

Each year, the White Mountain Apache Tribe and NPC request approval of an agreement to provide vocational skills services in Construction Trades Technology to the Tribe. This agreement is often referred to as the WMAT/WIA agreement as the Tribe uses WIA funds to provide the training program. The agreement provides Construction Trades training for 18 students, compensating the college for services up to \$89,733.60. The agreement begins on August 16, 2010 and terminates on July 26, 2011.



Northland Pioneer College

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

TRIBAL SERVICE DELIVERY AREA

CONTRACT

Occupational / Vocational Training

THIS AGREEMENT made by and entered into this 16th day of August 2010 between the White Mountain Apache Tribe and Northland Pioneer College, hereinafter referred to respectively and as the TRIBE and (the service contractor) as the "CONTRACTOR."

WITNESSETH

WHEREAS, the TRIBE is desirous of entering into a contract for Skills Training Services to be provided by the CONTRACTOR as said skills training services are supportive of the goals and objectives of TRIBE. The CONTRACTOR will accomplish the specific requirements of this contract to the satisfaction of the TRIBE.

BE IT THEREFORE RESOLVED that this contract is entered into under the following conditions:

1. TERMS OF THE CONTRACT

Time is of the essence in this contract and CONTRACTOR agrees to abide with the time limits imposed for performance. The term of this agreement shall be from August 16, 2010 to July 26, 2011. Specifically, the parties agree to the following relative to the term of the contract. Termination of program and any final payments are determined by the last day of class attendance by the program participant(s).

This Agreement may be canceled by either party by submitting a written request to the other party at least 30 days in advance of the cancellation date.

2. CONSIDERATION

The TRIBE shall reimburse the CONTRACTOR from Grant funds (which would terminate upon unavailability to the Tribe of the grant funds.) the sum not exceed \$89,733.60 (not including additional students above the 18 minimum) in accordance with following payment schedule:

CONTRACTOR'S service invoice with the specified services and hours of attendance shall be submitted to TRIBE 4 (four) times during the life of the contract project. Attachment "C" to this contract provides a payment schedule designed to insure adequate funds exist to fund the Instructor's projects.

3. SERVICES AGREED UPON

Service Objectives

- A. To provide individuals with the academic and technical instruction to meet employability requirements.
- B. To provide skill training in a real or simulated setting, as part of the overall curriculum and to provide individuals with proficiency in the use of their skills.

Service tasks

- Evaluate the current knowledge level of the individual, except that the Contractor shall not exclude Students selected by the Tribe through use of the ASSET or any other exam not approved by Tribe;
- Assess the skill level and proficiency requirements of the job for which the individual is preparing;
- Provide the appropriate skill training;
- Provide the opportunities for the individual to become proficient in the skills requirements;
- Evaluate and report on the progress being made and the level of achievement attained by each student.

4. SERVICE METHODOLOGY

A. The CONTRACTOR will identify a contact person at the training site:

Site: Dan Sorenson (Program: Dr. Don Richie (Facility:)

B. The Training agreements shall include:


1. A curriculum design;
2. Exact hours of training
3. Specific length of training----starting and ending dates
4. Exact cost of training;
5. Requirements for timely submission of progress reports, time sheets, and other reports as deemed necessary by TRIBE and CONTRACTOR.
6. CONTRACTOR shall assist and cooperate with the TRIBE in securing unsubsidized employment for the participants during or upon completion of training.
7. CONTRACTOR shall assist participants in obtaining financial aid for which the participants are eligible.
8. In the event the contract Agreement is canceled by CONTRACTOR or the TRIBE, the CONTRACTOR shall be authorized to be paid for any expense accrued in the performance of the contract during the effective dates.

C. The parties agree to share evaluations made by or for either party on any program areas for efficient and effective operation of training programs

D. CONTRACTOR shall render to the TRIBE a complete report on each participant containing such information as may be reasonably required.

E. CONTRACTOR shall not pay relocation allowances and/or other expenses not authorized under this contract.

This agreement and specified attachments contains the conditions and requirements of the Contract and is the only document, which will control the relationship between the parties.

TRIBE White Mountain Apache Tribe P.O. Box 520 Whiteriver, AZ 85941	CONTRACTOR (Name/Address) Northland Pioneer College P.O. Box 610 Holbrook, AZ 86025
Name Ronnie Lupe	Name Dr. Jeanne Swathout
Title Tribal Chairman	Title President
Authorized Signature 	Authorized Signature
Date Signed 8/3/10	Date Signed

- SPECIFIED ATTACHEMENTS:** Attached here to and made Part here of
- A. Training Outline and Training schedule (3 pages)
 - B. Skills Training Costs Data
 - C. Schedule of Payments Proposed by CONTRACTOR
 - D. Training Budget

ATTACHMENT "A" Page 1

TRAINING OUTLINE AND TRAINING SCHEDULE FOR EACH OCCUPATION

Contractor: (Name/Address)

Contact Person: Dr. Don Richie

Northland Pioneer College

Telephone: (928) 532-6151

P.O. Box 610

Holbrook, AZ 86025

Training Locations: NPC Whiteriver , Projects Sites

Training Occupations: Construction Technology---Carpentry &

DOT _____

Construction Technnology---Building Maintenance

DOT _____

Complete Curriculum Design: see page 2 of this attachments

Outline of Skills Training:

<u>Fall 2010</u>	<u>Credit Hrs.</u>	<u>% of Training Time</u>
BOC 100 Construction Safety & Practices	4 cr.	6.8%
BOC 170 Carpentry Level I	4 cr.	6.85%
BOC 107 Drywall Techniques	2 cr.	4.3%
BOC 108 Finish Carpentry	2 cr.	4.3%
BOC 140 Blueprint Reading I	3 cr.	4.3%
BOC 146 Electrical Level I	3 cr.	4.3%
TOTAL FOR SEMESTER	18 cr.	30.85
 <u>Spring 2010 - 2011</u>		
BOC 106 Building Exteriors	3 cr.	6.8%
BOC 136 Plumbing I	3 cr.	6.8%
BOC 115 Block and Brick Masonry	3 cr.	6.8%
BOC 147 Electrical Level II	3 cr.	6.8%
BOC 180 Building Maintenance	3 cr.	4.3%
TOTAL FOR SEMESTER	15 cr.	31.55%
 <u>Summer 2011</u>		
BOC 117 Concrete Formwork & Flatwork	3 cr.	6.8%
BOC 199 Field Experience Workshop	9 cr.	17.20%
BOC 205 Advance Framing Techniques	3 cr.	6.8%
BOC 240 Blueprint Reading II	3 cr.	6.8%
TOTAL FOR SEMESTER	18 cr.	37.60%
TOTAL TRAINING	51 cr.	100%

ATTACHEMENT "A" Page 2 – TRAINING OUTLINE AND TRAINING SCHEDULE FOR EACH OCCUPATION

**COURSE SEQUENCE 7 HOURS OF TRAINING
3 Semesters—(Fall 2010, Spring 2011, & Summer 2011)**

Fall 2010 (August 16, 2010 through December 07, 2010 –17 weeks) (580 hrs.)

	<u>Cr. Hrs.</u>	<u>Class Hrs.</u>	<u>Field Hrs.</u>	<u>Total</u>
BOC 100 Construction Safety & Practices	4 cr.	45	0	45
BOC 170 Carpentry Level I	4cr.	30	30	60
BOC 107 Drywall Techniques	2 cr.	15	30	45
BOC 108 Finish Carpentry	2 cr.	15	30	45
BOC 140 Blueprint Reading I	3 cr.	45	0	45
BOC 146 Electrical Level I	3 cr.	30	30	60
TOTAL FOR SEMESTER	18 cr.	180	120	300

HOURS AVAILABLE FOR ADDITIONAL FIELD-BASED LEARNING IN SEMESTER = 340 HRS.

Spring 2010 - 2011 (December 13, 2010 through April 05, 2011 –17.2 + weeks) (688 hours, includes break & days off)

	<u>Cr. Hrs.</u>	<u>Class Hrs.</u>	<u>Field Hrs.</u>	<u>Total</u>
BOC 106 Building Exteriors	3 cr.	30	30	60
BOC 136 Plumbing I	3 cr.	30	30	60
BOC 147 Electrical Level II	3 cr.	30	30	60
BOC 115 Block and Brick Masonry	3 cr.	30	30	60
BOC 180 Building Maintenance	3 cr.	15	30	45
TOTAL FOR SEMESTER	15 cr.	135	150	285

HOURS AVAILABLE FOR ADDITIONAL FIELD-BASED LEARNING IN SEMESTER =343 Hrs.

Summer 2011 (April 11, 2011 through July 26, 2011 -16 + weeks) (498 hours includes break & day off)

	<u>Cr. Hrs.</u>	<u>Class Hrs.</u>	<u>Field Hrs.</u>	<u>Total</u>
BOC 117 Concrete Formwork & Flatwork	3 cr.	30	30	60
BOC 199 Field Experience Workshop	9 cr.	0	216	216
BOC 205 Advanced Framing Techniques	3 cr.	30	30	60
BOC 240 Blue Print Reading II	3 cr.	45	0	45
TOTAL FOR SEMESTER	18 cr.	105	276	318

HOURS AVAILABE FOR ADDITIONAL FIELD-BASED LEARNING EXPERIENCE = 84 HRS.

TOTAL CREDITS IN PROGRAM 51 CREDITS (Average of 17 cr./semester)

Training Program Length is 50.2 week minus vacations=1,800 hrs. in semesters)

ATTACHMENT "A" PAGE 3

Official State Approved NPC Awards mailed to Completing Students in September 2011

Certificate of Proficiency: Construction Technology---Building Maintenance

Due to location of program, Electrical Level II will be allowed without petition as substitute for Cabinetmaking I

Certificate of Proficiency: Construction Technology---Carpentry

Due to location of program, Field Experience Workshop will be allowed without petition as substitute for Cabinetmaking I

ATTACHMENT B

SKILLS TRAINING COST DATA

Occupation	1. Starting Date	2. Ending Date	3. Number of Training Hrs. Per Participant	4. Number of Participants	5. Costs Per Participants	6. Total Training Costs
Building Trades--- Carpentry & Maintenance	08/16/10	07/26/11	Classroom 375 Lab 618 Field 807 Experience TOTAL 1,800	18	\$4,985.20	\$89,733.60
TOTAL: #4 x #5 = #6						
NOTE:						

I have reviewed this contract and attachments and verify the content as correctly reflecting the Skills Training commitment. I understand this Contract is considered effective subject to signed approval by both parties to the Contract. I understand any person enrolled for the purpose of this Contract shall have been already certified as eligible by the TRIBE/WIA Administration. Further, I understand a participant should not be terminated without prior notice to TRIBE/WIA Administration Office to provide opportunity for correction or improvement.

Signature of Authorized Contractor Representative

Date Signed

ATTACHEMENT C: Proposed Payment Schedule (by CONTRACTOR for TRIBE'S planning purposes)

The following schedule of payments reflects all costs for the training program. It is designed to insure timely payment of tuition for the three semesters, acquisition of needed textbooks, tools, small equipment, supplies and other program needs by having the contracted money in proper NPC accounts prior to charges:

Program Start Date: August 16, 2010

<u>Billing Date</u>	<u>Payments for Costs</u>	<u>Notes on Payments</u>	<u>Amounts</u>
03/16/10	338,332.80	1st semester tuition at 18 students X \$936.00 Lab Fee 18 Students X 6 Classes X \$25.00 Textbooks & Student supplies 3 sem., 18 students X \$500.00 ea. Initial sets of tools and bags for 18 students X \$200.00 ea. Start-up small equipment for 1 st semester 18 X \$50.00 Maintenance account for breakage & repairs 18 X \$15.00 ea. Media Fee 18 Students X \$35.00 ea. Instructional travels starting balance 18 X \$50.00 ea. Subtotal 1 st semester billing, program startup NPC Indirect for Program Support @ 10% Total to Be Billed for Program Startup	=\$16,848.00 =\$ 2,700.00 =\$ 9,000.00 =\$ 3,600.00 =\$ 900.00 =\$ 270.00 =\$ 630.00 =\$ 900.00 =\$34,848.00 =\$ 3,484.80 =\$38,332.80
12/13/10	\$22,859.00	2nd semester tuition at 18 student X \$780.00 Lab Fee 18 Students X 5 Classes X \$25.00 Additional tools for 18 students X \$100.00 ea. Small equipment for 2 nd semester 18 X \$25.00 ea. Maintenance account for breakage & repairs 18 X \$15.00 ea. Media Fee 18 Students X \$35.00 Graduation Program maintaining balance 18 X \$25.00 ea. Instructional travel maintaining balance 18 X \$50.00 ea. Subtotal for 2 nd Semester billing, program maintenance NPC Indirect for Program Support @ 10% Total to be billed for Program maintenance	=\$14,040.00 =\$ 2,250.00 =\$ 1,800.00 =\$ 450.00 =\$ 270.00 =\$ 630.00 =\$ 450.00 =\$ 900.00 =\$20,790.00 =\$ 2,079.00 =\$22,869.00
04/11/11	\$27,640.80	3rd semester tuition at 18 student X \$936.00 Lab Fee 18 Students X 4 Classes X \$25.00 Final set tools for 18 students X \$200.00 ea. Small Equipment for 3 rd semester 18 X \$25.00 ea. Maintenance accounts for breakage & repairs 18 X \$15.00 ea. Media Fee 18 students X \$35.00 ea. Graduation Program maintaining balance 18 X \$35.00 ea. Instructional travels remaining balance 18 X \$50.00 ea. Subtotal 3 rd semester billing, program maintenance NPC Indirect for Program Support @ 10% Total to be billed for Program Maintenance	=\$16,848.00 =\$ 1,800.00 =\$ 3,600.00 =\$ 450.00 =\$ 270.00 =\$ 630.00 =\$ 630.00 =\$ 900.00 =\$ 25,128.00 =\$ 2,512.80 =\$ 27,640.80
07/26/11		Graduation fees and related 18 students X \$45.00 ea. NPC Indirect for Program support @ 10% Total to Be Billed for Program Closure	=\$ 810.00 =\$ 81.00 =\$ 891.00
Last Day	\$891.00		

ATTACHMENT "D"

TRAINING BUDGET
WHITE MOUNTAIN APACHE TRIBE – WIA
CONSTRUCTION TECHNOLOGY PROGRAM FOR 2010 - 2011

Assumptions: Based on a finalized minimum enrollment of 18 students by end of first month of operation. Classes average 2 days per week plus hands—on and on—site training over 50.2 weeks. NPC pays Instructor's Salary directly for an average of 2 days/week.

ITEM	COST/STUDENT	TOTAL
1. Student Tuition @ \$780.00 X 1 Semester	\$ 780.00	\$14,040.00
Student Tuition @ \$936.00 X 2 Semesters	\$ 1,872.00	\$ 33,696.00
2. Lab Fee @ \$25.00 per Student per class for 3 Semesters	\$ 375.00	\$ 6,750.00
3. Students textbooks and workbooks	\$ 500.00	\$ 9,000.00
4. Student personal tool sets (kept by graduates)	\$ 500.00	\$ 9,000.00
5. Program small equipment (kept by WIA)	\$ 100.00	\$ 1,800.00
6. Maintenance -- WIA & NPC loaned equipment	\$ 45.00	\$ 810.00
7. Media Fee @ \$35.00 per Students per Semester	\$ 105.00	\$ 1,890.00
8. Graduation Program	\$ 60.00	\$ 1,080.00
9. Instructional Travel	\$ 150.00	\$ 2,700.00
10. Graduation Fee	\$ 45.00	\$ 810.00
Subtotal	\$ 4,532.00	\$81,576.00
11. Subtotal for Director Costs	\$ 4,532.00	\$81,576.00
12. NPC Indirect for Project Administration @ 10%	\$ 453.20	\$ 8,157.60
Program Total	\$ 4,985.20	\$89,733.60

NOTES:

- Costs are for 50.2 week/year (one year), 3 semester program.
- Averaged cost is \$ 4,985.20 per student per semester.
- Successful completers are to be awarded **TWO Certificates of Proficiency in Construction Technology--Carpentry and Building maintenance.**

Request to Approve Intergovernmental Agreement between NPC and the Maricopa Community College District

Recommendation:

Staff recommends the approval of the Intergovernmental Agreement between Northland Pioneer College and the Maricopa County Community College District which allows Scottsdale Community College to offer NAVIT-based dual enrollment students to participate in various culinary arts programs.

Summary:

Under AZ Revised Statute 15-1470, the Maricopa District is required to enter into an IGA with NPC to permit Scottsdale Community College to offer courses within NPC's district that NPC does not offer. The Maricopa District will then count these NAVIT students as theirs for reporting and completion purposes.



Northland Pioneer College

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**Intergovernmental Agreement
Between the Navajo County Community College District and
Maricopa County Community College District**

The parties to this intergovernmental agreement ("Agreement") are the Maricopa County Community College District ("MCCCD") on behalf of Scottsdale Community College ("College"), and Navajo County Community College District, d.b.a. Northland Pioneer College ("NPC"), both of which are political subdivisions of the State of Arizona.

Background

- A. The parties are authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§11-951 *et seq.* and 15-1444(B)(4).
- B. Northern Arizona Vocational Institute of Technology District No. 090835 ("NAVIT") has requested that College provide dual enrollment classes to its high school students in culinary fundamentals, food service sanitation, food costing and inventory control, and culinary principles and kitchen management ("Courses").
- C. Under ARIZ. REV. STAT. §15-1470, MCCCD is required to enter into an intergovernmental agreement with NPC permitting College to offer the Courses within NPC's district.
- D. NPC has agreed to allow MCCCD and College to offer the Courses for the academic year of 2010-2011.

Agreement

The parties agree as follows:

- 1. **Term; Recording.** The term of this Agreement is from July 1, 2010 through June 30, 2011.
- 2. **Responsibilities.** By virtue of this Agreement, NPC authorizes MCCCD and College to provide the Courses to NAVIT students. MCCCD and College shall deliver the Courses according to ARIZ. REV. STAT. §15-1821.01 and other laws relating to dual enrollment. MCCCD and College shall not provide any other courses to NAVIT or to any other school district within Navajo County unless MCCCD obtains NPC's approval and NPC and MCCCD enter into a separate intergovernmental agreement.
- 3. **Notices.** Any notice given under this Agreement shall be sufficient if in writing and mailed to the other Party at the following addresses:

For MCCCD/College: Dr. Maria Harper-Marinick
Vice Chancellor of Academic and Student Affairs
Maricopa Community Colleges
2411 W. 14th Street
Tempe, Az 85281

For NPC: Dr. Jeanne Swarhout

President
Northland Pioneer College
P.O. Box 610
Holbrook, Az 86025-0610

4. Either party may cancel this Agreement pursuant to Arizona Revised Statutes § 38-511.
5. The parties will not be jointly financing or jointly owning property under this Agreement.
6. The parties will not be sharing any student educational records under this Agreement.
7. The parties agree to resolve any dispute that may arise under this Agreement through alternative dispute resolution measures.

MARICOPA COUNTY COMMUNITY
COLLEGE DISTRICT

NAVAJO COUNTY COMMUNITY
COLLEGE DISTRICT

By: _____
Margaret E. McConnell
Assistant General Counsel


By: _____
Dr. Jeanne Swarhout
President

Date: _____

Date: _____

In accordance with A.R.S. § 11-952, the foregoing Agreement has been reviewed by the undersigned attorneys, each of whom has determined that said Agreement is in proper form and is within the powers and authority granted to the public body that the attorney represents.

Signed: _____
Lee Combs
General Counsel
Maricopa Community Colleges

Signed: 
Kathryn A. Munro
Mangum, Wall, Stoops & Warden
Attorneys for Northland Pioneer
College

Request to Renew Maintenance Agreement for Networking Equipment

Recommendation:

Staff recommends the renewal of an existing maintenance agreement for networking equipment for a period of one year at a cost not to exceed \$60,000. It is also recommended that staff be given the authorization to renew in future years provided that future renewal costs do not exceed 110% of the cost of the prior year.

Summary:

Staff has reviewed vendor proposals for the renewal of a CISCO Smartnet agreement that will provide maintenance coverage for college networking equipment. It is recommended that the college purchase one year of additional maintenance and be given authorization to renew in future years without approval from the District Governing Board each year provided that annual renewal costs do not exceed a 10% increase from the prior year. The maintenance agreement covers network equipment that is used to support the college's technology infrastructure to include telephony, data communications and instructional technology.

Copies of vendor proposals will be provided during the District Governing Board Meeting.



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Request to Consider Possible Amendments to Lease of Fitness Center Equipment to NPC Foundation

Recommendation:

Staff recommends review of the request to amend the lease agreement with the NPC Foundation for the Fitness Center Equipment.

Summary:

The District Governing Board approved an agreement to lease fitness center equipment to the NPC Foundation. The equipment has been relocated to the NPC Foundation's building on First Avenue and Hopi Drive in Holbrook. Staff has received the attached request from the Executive Director of the NPC Foundation, Lance Chugg.

The requested changes to the lease agreement are substantive and require approval from the District Governing Board.



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Hatch, V. Blaine

From: Chugg, Lance C.
Sent: Friday, August 27, 2010 12:26 PM
To: Hatch, V. Blaine
Subject: Fitness Center Lease

Blaine,

The Foundation has negotiated an agreement acceptable to us with a partner to re-open the Holbrook fitness center. This will generate \$2,000 per year for scholarships. The Foundation will have no further costs. This is a good deal for our students and the community.

From Jeanne, we will need written (Email is fine.) authorization for two exceptions to provisions in Section 3 of the Equipment Lease/ Purchase Agreement dated June 21, 2010. She shall agree that the College shall not find the Foundation in default for these exceptions.

- First, the Fitness Center may not be open until October 1, 2010, which will be later than the 60 day limit which expired on August 20, 2010. (Please understand that we are targeting just after Labor Day.)
- Second, the hours of operation shall be at least 30 hours, subject to federal holidays and other days when the College is closed, for 52 weeks per year, which are fewer than the required 40 hours but more than the required 44 weeks. (These will be split hours similar to what was offered by the College. This partner is not willing to make the commitment to longer hours until they see the demand. They may extend their hours in the future. They want to offer the public service, but they must be prudent with their resources. From the College's standpoint, these are substantially similar hours—in some ways better.)

Assuming acceptable, I would need the email from Jeanne by Tuesday at noon to stay on track for the Labor Day timeframe. Otherwise, the opening day will be delayed.

Thanks,

Lance C. Chugg
Executive Director
Northland Pioneer College Foundation
Silver Creek Campus 1611 S. Main St. Snowflake, AZ
PO Box 610 Holbrook, AZ 86025
P: 928-536-6245 C: 928-243-6193
F: 928-536-6212
E: lance.chugg@npc.edu W: www.npcfoundation.org

Request to Approve Audit Engagement with Heinfeld, Meech and Co.

Recommendation:

Staff recommends approval of the Audit Engagement with Heinfeld, Meech and Co. for audit services for the year ended 30 June 2010.

Summary:

Staff received the attached audit engagement letter from Heinfeld, Meech and Co., who has completed the annual audits for the District for fiscal years ending 30 June 2006 through 2009.

Staff has reviewed the scope of work, which includes an audit of the financial statements, an audit or other appropriate review of the required supplementary information and an audit of the annual budgeted expenditure limitation report. The auditors also report on internal control and compliance with laws and agreements.

The audit will be performed in compliance with generally accepted auditing standards and all existing auditing standards.

Staff anticipates completion and submission of the audit report by March 31, 2011.



Northland Pioneer College

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July 26, 2010

Governing Board
Navajo County Community College District
P. O. Box 610
Holbrook, AZ 86025-0610

We are pleased to confirm our understanding of the services we are to provide for Navajo County Community College District (District) for the year ended June 30, 2010. We will audit the financial statements of the business-type activities and the discretely presented component unit, which collectively comprise the basic financial statements of Navajo County Community College District as of and for the year ended June 30, 2010.

The discretely presented component unit will be audited by other auditors, and our opinion will state so. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Navajo County Community College District's basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Navajo County Community College District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Other post employment benefits information, if applicable

Supplementary information other than RSI also accompanies Navajo County Community College District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the basic financial statements as a whole:

1. Schedule of expenditures of federal awards

In addition, we will audit the following and issue an audit opinion (or disclaimer of opinion) based on our audit for the year ended June 30, 2010.

1. The Annual Budgeted Expenditure Limitation Report

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on -

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies and, if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major programs in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. In addition, we will assist with preparation of the annual budgeted expenditure limitation report and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and the schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial

statements and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance, along with the annual budgeted expenditure limitation report, and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide, and for evaluating the adequacy and results of those services, and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the business-type activities and the discretely presented component unit, of the Navajo County Community College District and the respective changes in financial position and, where applicable, cash flows in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include, identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the District involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review. You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements or to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (a) errors, (b) fraudulent financial reporting, (c) misappropriation of assets, or (d) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards* and OMB Circular A-133.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Navajo County Community College District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the District has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Navajo County Community College District's major programs. The purpose of these procedures will be to express an opinion on Navajo County Community College District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees and Other

We understand that your employees will prepare and provide us with the items listed in our request for audit information and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. However, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Heinfeld, Meech & Co., P.C., and constitutes confidential information. However, we may be requested to make certain audit documentation available to certain governmental agencies pursuant to authority given to them by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Heinfeld, Meech & Co., P.C., personnel. Furthermore, upon request, we may provide copies of selected audit documentation to those agencies. The agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by governmental agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

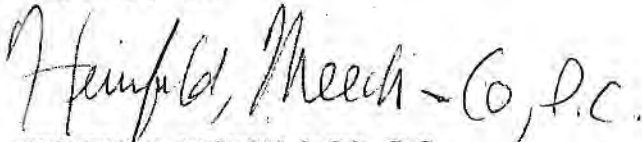
Jennifer Shields is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for the Single Audit will be at the amount outlined in our proposal. Our fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We exercised care in estimating the fee and believe it accurately indicates the scope of the work. Our fee does not include factors beyond our control, such as new GASB requirements, consultation and assistance in correcting errors in District-prepared information, or rescheduling of the audit when the District is not prepared. It will be necessary for you to complete the requested information by certain timelines in order to meet the filing deadline for your Single Audit of March 31, 2011. Not completing the requested information on time will jeopardize meeting the filing deadline. Additional fees incurred for factors beyond our control will be billed at the following hourly rates: Partner - \$188; Manager - \$145; Senior - \$112; Staff - \$88. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2009 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Navajo County Community College District and believe that this letter accurately summarizes the significant terms of our engagement. Please feel free to contact us at any time if you have questions or concerns. If you have any questions regarding this letter, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



HEINFELD, MEECH & CO., P.C.
Certified Public Accountants

cc: V. Blaine Hatch, Vice President for Administrative Services
Maderia Ellison, Director of Financial Services

RESPONSE

This letter correctly sets forth the understanding of Navajo County Community College District.

By: _____

Title: _____

Date: _____

SYSTEM REVIEW REPORT

August 14, 2009

Heinfeld, Meech & Co., P.C.
and the Peer Review Committee of the
California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Heinfeld, Meech & Co., P.C. in effect for the year ended May 31, 2009. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Heinfeld, Meech & Co., P.C. in effect for the year ended May 31, 2009, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Heinfeld, Meech & Co., P.C. has received a peer review rating of *pass*.

Teaman Ramirez & Smith, Inc.
TEAMAN, RAMIREZ & SMITH, INC.

Procedure 2560 – Weapons on Campus

Procedure 2560

Weapons on Campus

All persons: who attend classes offered by the College; who are employed by the College; who are visiting College or leased premises (whether managed by the College or by any other entity); who are using College vehicles; who are in attendance at any College-sponsored events and activities; or who otherwise have business within the property of Northland Pioneer College, are prohibited from carrying, displaying, storing, or otherwise possessing weapons either on their person, in College owned or operated vehicles, or concealed within their immediate control, except as provided in Arizona Revised Statutes § 12-781, and in accordance with A.R.S. § 13-3102(A)(1), (A)(2), and (A)(10).

For the purposes of College Policies and Procedures, “weapon” is defined as any type of object or substance designed to or reasonably expected to inflict injury, incapacitate, or cause death, including (without limitation) all firearms (whether loaded or unloaded), edged weapons (including knives of any kind with a blade length greater than three inches), martial arts weapons, bows and arrows, devices which expel projectiles (such as BB guns, air guns, and pellet guns), as defined in A.R.S. § 13-105(15) & (19), and A.R.S. § 13-3101, but excluding normally available over-the counter self-defense chemical repellents available to the general public. ”Weapon” is also defined as including any type of explosive, fireworks (including fire crackers, sparklers, rockets, or any propellant-activated device), or explosive devices (including nitroglycerin, dynamite, black powder, plastic explosives, or any similar devices) as defined in A.R.S. § 13-3101 and § 13-3104.

All College employees and student are required to report violations and suspected violations of this Procedure to College administration immediately.



Northland Pioneer College

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Persons excluded from this policy:

1. Any certified peace officer, currently employed by a law enforcement agency and performing his or her official duties.
2. Upon the approval of the president or designee, any person possessing a weapon for the purpose of teaching firearm safety, hunter safety, martial arts, law enforcement procedures or related course.
3. Upon approval of the president or designee, any person possessing a weapon for the purpose of demonstrating for educational purposes, any of the above stated weapons.
4. Any person, otherwise approved by the president or designee.
5. Any firearm that is lawfully stored and locked in a personally owned (not College-owned) motor vehicle or compartment of a motorcycle and which is not visible from the outside of the motor vehicle or motorcycle in accordance with A.R.S. § 12-781.

Sanctions for Violations

Failure to comply with this policy, may result in, but is not limited to:

1. Sanctions available under applicable laws.
2. Sanctions available under the College Student Code of Conduct and/or the College Policies and Procedures, as applicable.
3. Removal or ejection from the property of the institution at which the violation occurs by public peace officers and/or authorized representatives of the concerned institution;
4. Utilization of the processes of law under A.R.S. § 13-2911 regarding interference with the peaceful conduct of educational institutions.

[Based on Policy #1345; New ___/___/2010]



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A Summary of the 4-Year College Movement as it Relates to NPC

As you are most likely aware, Eastern Arizona College has proposed legislation over the last four years to obtain statutory permission to provide specific four-year degrees to students at its institution. There is movement from entities external to the college to have NPC join this legislative effort.

The movement to add NPC to the four-year degree effort stems largely from a group calling itself by various names but most recently the **College Community Advisory Board**. Membership in this group has ebbed and flowed over the last year as it has received negative news from the public universities in Arizona. Over the last four meetings, as it has become clear that the public universities are not planning to build a four-year degree facility in Show Low and that the group has been pressured by public representatives on the advisory board to swing its efforts toward Northland Pioneer College. Most vocal in this regard have been the Mayor of Show Low and the Navajo County Manager.

The Navajo County Manager has asked the County lobbyist to include four-year degrees for NPC in his agenda for the next legislative session, pending NPC's permission. The Show Low Mayor has aggressively pushed this agenda in meetings.

The executive team's assessment of this agenda push for four-year degrees at NPC is very mixed. If additional state operating state aid was included in a statutory change, there are several, specific four-year degrees that would benefit NPC students. There would have to be sufficient additional state support or NPC would not be able to implement any statutory change. Perhaps the greatest concern for the executive team is the massive effort to obtain HLC accreditation for a four-year degree change. The effort would include a mission change, process and procedural changes, fiscal and financial changes and instructional oversight. I am not confident that NPC can provide the evidence HLC would require of local need. Eastern Arizona College is confident of HLC blessings; I'm not sure they are accurate in their assessment.



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

July 1, 2009 to July 31, 2010

Budget Period Expired

8%

Tax Supported Funds

	General Unrestricted		Unrestricted Plant		Retirement of Indebtedness	
	Budget	Current Month Actual	Budget	Current Month Actual	Budget	Current Month Actual
REVENUES						
Primary Tax Levy	11,975,227	116,228.00				
Secondary Tax Levy						
State Aid:						
Maintenance and Operations	3,590,000	897,500				
Capital						
Equalization	6,624,000	1,656,000				
Tuition and Fees	4,635,000	347,758				
Investment earnings	100,000	12,938	10,000	1,294		13%
Grants and Contracts	750,000	7,104				
Other Miscellaneous	63,380	12,310	2,550,000	212,500		8%
Transfers:	(3,300,000)	(218,271)				
TOTAL REVENUES	\$24,437,607	\$2,831,567	\$2,560,000	\$213,794	\$0	\$0
EXPENDITURES						
Salaries and Wages	15,328,773	600,526				
Operating Expenditures	5,773,460	382,216	2,560,000	8,455	0	0
Capital Expenditures	530,200	0				
TOTAL EXPENDITURES	\$21,632,433	\$982,742	\$2,560,000	\$8,455	\$0	\$0

Restricted, Auxiliary and Agency Funds

	Restricted		Auxiliary		Agency	
	Budget	Current Month Actual	Budget	Current Month Actual	Budget	Current Month Actual
REVENUES						
Grants and Contracts	5,150,000	77,457				
Sales and Services						
Bookstore			150,000	41,823		
Other			70,000	4,381		
Investment Earnings					0	39
Donations						
Board Designated Donation	400,000	0	350,000	5,771		
Transfers:						
TOTAL REVENUES	\$5,550,000	\$77,457	\$570,000	\$51,975	\$0	\$39
EXPENDITURES						
Salaries and Wages	898,442	16,095	377,340	9,887		
Operating Expenditures	4,650,558	14,688	192,660	42,088	0	339
Capital Expenditures						
TOTAL EXPENDITURES	\$5,550,000	\$30,783	\$570,000	\$51,975	\$0	\$339

Cash flows from all activities (YTD) 3,174,832
Cash used for all activities (YTD) 1,074,294
Net Cash for all activities (YTD) \$ 2,100,538

Human Resources Update September 21, 2010

1. ABE Special Sites Coordinator – Patrick Natseway/MA-Teaching
Cameron University, MFA-Memphis College of Art & BFA-NAU.
2. Financial Aid Specialist – Marletha Baloo.
3. Human Resources Specialist II – Sue Ann Montejano/AAS-AIS NPC.
4. Records Evaluator – Deena Gillespie/AAS-AIS NPC.
5. Dual Enrollment Specialist – Brandy Bryant/Associate of Business NPC
6. LCC Academic Advisor – Dawn Palen/ME-Counseling NAU, BS-
Education State University College at Buffalo.
7. Small Business & Industry Training Coordinator – Closed 8-1-2010. 15
Applicants. Committee in Process.
8. General Ledger Account - Closed 8-16-2010. 5 Applicants. Committee
in Process.
9. Faculty in Cosmetology – Closed 8-27-2010. 5 Applicants. Committee
in Process.
10. Maintenance II – Closed 8-31-2010. 41 Applicants. Committee in
Process.
11. Information Services Technician I – Closed 9-3-2010. 22 Applicants.
Committee in Process.
12. LCC Campus Monitor – Closes 9-13-2010. 2 Applicants.
13. Course Schedule & Records Specialist – Closes 9-14-2010. 0
Applicants.
14. Coordinator of High School Programs – Closes 9-15-2010. 11
Applicants.
15. DOC Faculty in AIS – Closes 9-17-2010. 1 Applicant.
16. Biology Lab Manager – Closes 10-7-2010. 0 Applicants.



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