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 April 20, 2010 at 11:00 a.m. Notice is further given that the Board will hold a Study Session open to the public beginning at 10:00 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 agendas 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, <u>Russell Dickerson</u>, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on the <u>19th</u> day of April, at <u>9:00</u> a.m.

Russell Dickerson, Recording Secretary to the Board

Notice Distribution

- 1. WHITE MOUNTAIN INDEPENDENT NEWSPAPER
- 2. HOLBROOK TRIBUNE-NEWS & SNOWFLAKE HERALD NEWSPAPERS
- 3. NAVAIO TIMES
- 4. NAVAJO-HOPI OBSERVER
- 5. KINO RADIO
- 6. KNNB RADIO
- 7. KOAZ/KTHO 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



Governing Board Study Session Agenda¹

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

Date: April 20, 2010 **Time:** 10:00 a.m.

<u>Item</u>	<u>Description</u>	Resource
1.	Request to Approve the 2010-2011 Preliminary Budget (T3) (Action)	Vice President Hatch
2.	Request to Approve the 2010-2011 Wage and Salary Schedules (T4) (Action)	Vice President Hatch
3.	Proposed Early Retirement Procedure (T5) (Action)	Vice President Hatch
4.	Request to Approve Amendment to Premises Lease with the NPC Foundation (T6) (Action)	Vice President Hatch
5.	Request to Approve Purchase of Video Classroom Equipment (T7) (Action)	Director Bishop
6.	Curriculum: Request to Approve Program Changes (T8) (Action)	Vice President Vest
7.	Employment Procedure and Contracts (Informational) (T9)	Vice President Hatch

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



Governing Board Meeting Agenda¹

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

Date: April 20, 2010 **Time:** 11:00 a.m.

<u>Item</u>	<u>Description</u>	Resource
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 (T10)	Vice President Hatch
	B. NPC CASO	Ina Sommers
	C. NPC Faculty Association	Sandra Johnson
	D. NPC Student Government Association	Jake Hinton
	E. NPC Foundation	Lance Chugg
5.	Consent Agenda (Action)	Chairman Jeffers
	A. March 16, 2010 Study Session Minutes (T2)	
	B. March 16, 2010 Regular Board Meeting Minutes (T2)	
6.	Old Business	
	A. None	
7.	New Business	
	A. Request to Approve the 2010-2011 Preliminary Budget (T3) (Action)	Vice President Hatch
	B. Request to Approve the 2010-2011Wage and Salary Schedules (T4) (Action)	Vice President Hatch
	C. Proposed Early Retirement Procedure (T5) (Action)	Vice President Hatch
	D. Request to Approve Amendment to Premises Lease with the NPC Foundation	
	(T6) (Action)	Vice President Hatch
	E. Request to Approve Purchase of Video Classroom Equipment (T7) (Action)	Director Bishop
8.	Standing Business	
	A. Curriculum: Request to Approve Program Changes (T8) (Action)	Vice President Vest
	B. Enrollment Update (T11)	Vice President Vest
	C. Strategic Planning and Accreditation Steering Committee Report	Director Bishop
	D. Human Resources Update (T12)	Peggy Belknap
	E. Alumnus of the Month Award	Susan Olsen
	F. Employee of the Month Award	Peggy Belknap
9.	President's Report	President Swarthout
10.	Board Report/Summary of Current Events	Board Members
11.	Announcement of Next Regular Meeting May 18, 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.



Navajo County Community College District Governing Board Study Session Minutes

March 16, 2010 2251 East Navajo Boulevard, Holbrook, Arizona, 86025

Governing Board Members Present: Bill Jeffers, Ginny Handorf (via speakerphone), A.T. Sinquah and Daniel Peaches.

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

Reports:

consideration or action.

1. Agenda Item 7.A.: Allegations of Improper Administrator Compensation – President Swarthout
President Swarthout informed Board members that an anonymous letter to the editor had been forwarded to the
college which raised concerns that Dr. Swarthout wanted to make the Board aware of. Chairman Jeffers commented
that he was surprised and disappointed by the letter and generally, does not hold anonymous letters in high regard.
Chairman Jeffers added that while the letter raises issues that may merit discussion, he finds it difficult to give it
much credence given its anonymous nature and tone. Mr. Sinquah noted that anonymous letters are difficult to deal
with as it is impossible to have a discussion with unknown parties. Mr. Sinquah expressed his concern that by
addressing the letter at the meeting, staff members and the Board are possibly setting a precedent that could result in
more anonymous letters. Mr. Sinquah recommended that the Board take no action on the matter. Ms. Handorf
characterized the use of an anonymous letter as cowardly and the contents of the letter to not be credible. Ms.

Handorf praised Mr. Vest's efforts to positively support the College and agreed that the letter merits no Board

Dr. Swarthout added that the college has policies and procedures that clearly allow individuals to bring forward issues without the threat of retaliation. Mr. Vest explained that he asked Dr. Swarthout to bring this to the Board's attention due to the fact that Board members, as elected public officials, are stewards of public funds. Given the allegation of misuse of public funds, Mr. Vest wanted Board members to be aware and have the opportunity to raise questions or concerns. Regarding the letter, Dr. Swarthout stated that she has no concerns with the allegations and added that the claims of the letter are largely based upon erroneous information. Mr. Vest agreed, adding that the letter is factually incorrect and based upon false assumptions. Chairman Jeffers noted that teaching by an administrator is not uncommon and serves to keep administrators in touch with students and the college. Chairman Jeffers noted that the issue of instruction by administrators could be discussed and eventually addressed by the Board through policy implementation. Dr. Swarthout offered to prepare a recommendation for the Board that could serve as the starting point for any such discussion. Chairman ended discussion by stating that the Board has full confidence in Mr. Vest.

2. Study Session Item 2: 2010-2011 Wage and Salary Proposal (First Read) – Vice President Hatch Mr. Hatch presented 2010-2011 wage and salary information that staff will recommend for action at the April Board meeting. Mr. Hatch explained that in addition to ongoing concerns over budget and economic conditions, the college is now aware that the Arizona State Retirement System (ASRS) will increase contribution rates for the next fiscal year and the college and its employees will see significant increases to health insurance costs. Mr. Hatch explained that based upon increased contribution rates and insurance costs, staff will recommend a 2% reduction in wages on the exempt and faculty salary schedules. Mr. Hatch pointed out that for nonexempt staff, wage reductions will range from 2%, for those at the high end of the schedule, to 1.2% for those at the low end of the schedule. As an example, Mr. Hatch explained that a Step 1, Grade 1 nonexempt employee would receive a 1.2% wage decrease amounting to \$0.13 less per hour. Mr. Hatch added that staff will not recommend any changes to the adjunct faculty or substitute instructor rates.

Mr. Hatch explained that the ASRS will increase the contribution rate by 0.45% for the upcoming year and anticipates that for the next four years, will increase contribution rates by a similar percentage in order to keep the system healthy and able to provide benefits. Mr. Hatch added that the 0.45% contribution rate increase for next year

Navajo Community College District Governing Study Session – 03/16/10 – Page 1 of 5



will cost the college approximately \$55,000 and when combined with the proposed 2% wage reduction, will reduce employee net pay by approximately 2.5%. Mr. Hatch explained that the increased cost of health insurance was also a major factor in the recommendation for wage reduction. Mr. Hatch explained that the college pays \$485.00 per month per employee for the basic health plan for employees and that the employee is fully responsible for dependent coverage and additional cost if opting for the premier plan. Mr. Hatch reported that Arizona School Board Association Insurance Trust (ASBAIT) renewal information calls for a B15 plan cost increase of about 17%, or \$84.00 per month, per employee. Mr. Hatch added that this increase would raise employee coverage cost to \$569.00 per month, per employee, and cost the college approximately \$200,000. Mr. Hatch noted that there is a strong correlation between the increased cost of health insurance and the proposed wage reduction which would yield about \$225,000 in savings, based upon current employment levels. Mr. Hatch informed Board members that a range of alternative plan options are available, all with increased costs for co-pays, deductibles and out-of-pocket expenses, and generally, a decrease in benefits. Mr. Hatch anticipates that the B25, or possibly the C30 plan, will be the basic plan for employees and added that the Navajo County Schools Employee Insurance Trust is currently offering a subsidy of about 5%. Mr. Hatch explained that dependent coverage cost will increase and the increased cost for the premier plan, if offered, could be as much as \$100.00 more per month. Mr. Hatch expects other insurance trust members to choose plans to minimize coverage cost and Mr. Hatch will report to the Board when a decision has been made. Mr. Hatch stated that he is confident that the proposed 2% reduction in wages will offset increases to health care coverage. In response to a question from Chairman Jeffers, Mr. Hatch clarified that the college is responsible for basic plan coverage and that an employee does not pay anything for basic plan employee coverage.

Mr. Hatch reported that last year, only one Arizona community college district gave a salary increase while all other districts froze wages. Mr. Hatch reported that preliminary wage information from other colleges indicates that some will increase wages to offset ASRS or health insurance cost increases, with about half of colleges reporting that their employees will see increases to health insurance costs. In summary, Mr. Hatch explained that staff will not propose that step increases or lateral moves be authorized in the upcoming year. Responding to a question from Chairman Jeffers, Mr. Hatch explained that other community college districts have made ongoing adjustments in staffing in the past year, some districts have instituted furloughs and that reductions in force at other colleges are anticipated to be similar to those instituted by NPC. Dr. Swarthout pointed out that only one equalization school has been able to accommodate increased costs in ASRS and health insurance. Chairman Jeffers relayed a question from Mr. Parsons concerning the proposed wage decrease. In response, Mr. Hatch explained that right now, the proposed wage decrease will be large enough given that the state has passed a budget, the college knows how state aid will be affected, the college knows how much it will receive in property taxes next year and the college is aware of the contingency should the proposed sales tax be defeated.

- 3. Study Session Item 3: Proposed Procedure 2777 Early Retirement (First Read) Vice President Hatch Dr. Swarthout explained that the proposed procedure is an effort by the college to offer employees an early retirement health insurance bridge to Medicare eligibility. Mr. Hatch reported that an early retirement package would benefit the college by decreasing overall compensation compared to what the college currently pays. Mr. Hatch noted that the proposed benefit is not particularly robust but may provide some incentive for individuals that are considering retirement but are concerned with the cost of health insurance. Mr. Hatch explained that in order to participate, a staff member must have worked for the college in a regular full-time position for at least 10 continuous years and that all full-time staff members that are currently employed would be eligible to participate provided they are eligible to retire. Mr. Hatch explained that the benefit consists of a \$300.00 per month stipend towards the purchase of health insurance, for a period of 3 years or until such time as a retiree becomes eligible for Medicare, currently at age 65, whichever comes first. The retiree must demonstrate to the college that participation in a health insurance plan has been continuous in order to receive the benefit. Responding to a Board question, Mr. Hatch explained that currently, there may be 20 employees that could potentially participate in the proposed early retirement procedure.
- 4. Study Session Item 4: Preliminary Budget Analysis (Informational) Vice President Hatch Mr. Hatch reviewed the 2010-2011 Budget Development Calendar and highlighted completed items. Mr. Hatch notified Board members that in April, they will receive complete budget analysis information and will be asked to adopt a tentative budget with final adoption scheduled for May 18, 2010. Mr. Hatch reminded Board members that a final budget can always be reduced, but not increased, following formal adoption. Mr. Hatch noted that the

Navajo Community College District Governing Study Session – 03/16/10 – Page 2 of 5



strategic plan continues to drive college planning activities and budgeting. Mr. Hatch presented preliminary budget information and noted that primary property tax receipts total approximately \$12 million, an increase of nearly \$600,000. Responding to a question from Chairman Jeffers, Mr. Hatch explained that the increase is due to higher assessed valuation of centrally owned properties such as power plants, railroads and possibly the new wind farm. Mr. Hatch added that locally owned properties such as residential and small business property increased by only 3%. Mr. Hatch will investigate how the wind farm was categorized. Mr. Hatch reported that he expects about \$300,000 in additional tuition revenue and that there is no change to state aid under the current budget proposal and added that state aid could potentially be reduced by \$1 million should the state sales tax initiative fail. Mr. Hatch reported that investment earnings continue to degrade and the proposed budget will call for a reduction of \$50,000. Mr. Hatch reported that the proposed budget will not call for changes in grants and contracts or any other significant budget categories. Mr. Hatch anticipates an overall revenue increase of \$850,000 next year with a general fund expenditure target, including contingency, of about \$22 million, or a \$2.4 million reduction from the current budget. Mr. Hatch reported that transfers from the general fund to the unexpended plant fund will be reduced by \$500,000 next year with an expenditure target of approximately \$1.75 million. Mr. Hatch reported that restricted fund transfers will be increased by about \$330,000 in anticipation of increased revenue and expenditures that may result from grant opportunities and increased federal financial aid awards. Mr. Hatch reported that for next year, Proposition 301 funds will be shifted to construction projects with some funds used as matches for Small Business Development which will make any decreases in funding to be more easily managed. Mr. Hatch reported that auxiliary fund transfers from the general fund will be increased by \$100,000 as a result of the move of Business and Industry Training and Community Services into the auxiliary fund.

Mr. Hatch reported that the stimulus funds received by the college have been used for expenses incurred in 2008-2009 and no further funding has been received and possible future stimulus funding from the state remains an unknown and has not been built into the budget. With regard to the upcoming sales tax vote, Mr. Hatch explained that should the tax fail, NPC would see 10% reductions in both equalization and state aid that would total approximately \$1,021,000. Mr. Hatch does not anticipate any concerns with regard to the expenditure limitation as the college is continuing to reduce expenditures, as compared to prior years. Mr. Hatch presented updated budget forecast information for 2011-2012 and added that following the expiration of maintenance of effort as the end of 2010-2011, he expects significant reductions in state aid that would result in funding comparable to what the college received in 2006. Responding to a question from Chairman Jeffers, Mr. Vest confirmed that the college is currently working to capitalize on grant opportunities and continues to seek grant funding.

- 5. Agenda Item 7.B.: Request to Approve Adjustment to FY 2008-09 Adopted Budget Vice President Hatch Mr. Hatch presented the staff recommendation to adjust the FY 2008-09 Adopted Budget. Mr. Hatch explained that this is a routine activity following the fiscal year audit and serves to bring actual expenditures and the budget into alignment which maximizes the benefit to the college in expenditure limitation reporting. Mr. Hatch pointed out that the proposed budget adjustment would reduce the total budget by \$7.6 million matching actual expenditures for an adjusted 2008-09 budget of just over \$29 million. Mr. Vest explained that the 2008-09 restricted fund was over budget due to the enormous increase in Pell grants awarded.
- 6. Agenda Item 7.C.: Request to Approve 2010-2011 Tuition and General Fees Vice President Hatch Mr. Hatch presented the staff recommendation to approve the proposed 2010-2011 Tuition and General Fees, as discussed at the February Board study session, and highlighted increases in GED testing, graduation and transcript fees and introduced a new late registration fee. Mr. Hatch reported that staff recommends a \$4 per credit hour tuition increase to \$56 per credit hour for a total expected tuition revenue increase of about \$200,000. Mr. Hatch added that the proposed 2010-2011 tuition schedule calls for the elimination of the tuition plateau. Board members were provided with tuition historical information as well as comparative tuition information for other Arizona community colleges and colleges in the western United States.

Responding to a Board request for clarification, Mr. Hatch explained that the proposed elimination of the tuition plateau benefits the college by addressing the large amount of manual processing of registrations, as required for proper implementation of the plateau, in various college offices. Mr. Hatch added that the plateau also hinders course cost analyses as it is difficult to assign revenues and expenditures associated with the additional free course provided by the plateau. Mr. Vest acknowledged that the elimination of the tuition plateau will impact a subset of

Navajo Community College District Governing Study Session – 03/16/10 – Page 3 of 5



students on the plateau through higher tuition. Mr. Vest added that elimination of the plateau makes sense as the college is currently being called upon to reduce expenditures and increase revenue. Mr. Vest pointed out that should the plateau remain in force, the 3,000 non-plateau students would be hit harder by the tuition increase, as they pay for every credit hour, and would in effect, be subsidizing the 1,700 students on the tuition plateau who would continue to receive a second course for free. Mr. Hatch reported that recommendations from the Budget Reduction Committee included an elimination of the tuition plateau. Mr. Parsons communicated to Chairman Jeffers that he is concerned that the elimination of the tuition plateau would have a greater impact upon low income students. In response, Mr. Vest stated that the cost to the college incurred from keeping the plateau in place would be huge and added that the intent of the plateau was to take advantage of the currently nonexistent, prior FTSE-based state funding model by increasing FTSE without increasing student headcount.

7. Agenda Item 7.D.: Request to Approve 2010-2011 Course Fees – Vice President Hatch

Mr. Hatch presented the request to approve the staff recommendation to approve the 2010-2011 course fees as discussed at the February study session. Mr. Hatch reported that there were no changes from what was presented last month. Mr. Hatch explained that the proposed course fee increases affect 121 of the nearly 1,300 courses the college offers. Mr. Hatch pointed out that the summary page should read that the college expects \$25,000 in additional revenue, not the \$60,000 figure that represents the anticipated additional revenue from general fee increases.

8. Agenda Item 7.E.: Request to Approve Disposition of Blunk Property - Vice President Hatch

Mr. Hatch reported that the college received multiple pieces of real property from Mr. and Mrs. Blunk as a life estate which enabled the college to construct the Blunk Sciences Center in Winslow. The college has received a comparable properties report from a Phoenix area realtor indicating that the college owned home in Phoenix has an average value of approximately \$47,000. Mr. Hatch requested Board permission for disposition of the property and noted that the college does incur about \$2,000 annually in ongoing maintenance costs associated with the home, the grounds, the swimming pool and travel to and from Phoenix. Dr. Swarthout reported that proceeds from the sale would be transferred into the unexpended plant fund as Blunk Sciences Center building costs were charged to that fund. Mr. Hatch reported that the college will ask for the maximum sales price and then negotiate with a potential buyer.

9. Agenda Item 7.F.: Request to Approve Atwell Proposal – Vice President Hatch

Mr. Hatch presented the staff recommendation to approve a proposal from Atwell Salvage and Demolition for the cleanup of the building material buried at the former PDC-Hermosa campus. Mr. Hatch requested that Atwell be designated as a sole source provider. Mr. Hatch reported that at the end of February, staff met with representatives of ADEQ regarding the demolished building. Mr. Hatch added that the demolition contractor and Atwell, a subcontractor, both received notices of violation and were present at the meeting. Mr. Hatch reported that as part of that discussion, Atwell offered to provide cleanup services at a greatly reduced cost, working as a partner toward resolution of the issue, and agreed to submit a proposal. Mr. Hatch explained that the proposal is for \$60,000 to excavate, sort, screen, haul away debris, and finish off the site so that no dangerous conditions exist and that Atwell will also comply with air quality requirements during the project. Mr. Hatch explained that Atwell expects the project to take three weeks and if approved, will begin March 17, 2010. Mr. Hatch added that should the project require more than three weeks to complete, the college will not be charged more than the agreed upon \$60,000. Mr. Hatch explained that Atwell was the firm that actually buried the demolition debris and has a unique sense of what is buried, meeting the college's sole source provider requirements. Mr. Hatch explained that staff estimated cleanup costs to lie within the \$100,000 to \$200,000 range and added that the Atwell proposal is a fair and generous offer and even more appealing given the quick response time for the excavation project. Mr. Hatch reported that ADEQ has issued verbal assurances to staff, college legal counsel and to Atwell indicating that ADEQ approves of the cleanup project and may begin following approval of the proposal. Mr. Hatch reported that the City of Holbrook has been notified of the impending cleanup and the city will allow access to the site for remediation. Mr. Hatch added that the NARBA facilities representative had also been notified as to the quick move to remove demolition debris. Responding to a question from Mr. Peaches, Mr. Hatch explained that the college will continue to explore avenues for reimbursement of the college for cleanup costs. Responding to a question from Chairman Jeffers, Mr. Hatch explained that about 10% of the buried is regulated material that will be removed and the remaining 90% of unregulated material will not be removed from the hole and that some fill material may need to be imported to finish

Navajo Community College District Governing Study Session – 03/16/10 – Page 4 of 5



off and level the site. Mr. Hatch will notify ADEQ of Atwell activities throughout the cleanup process and Mr. Hatch expects that following the project, the college will receive written notification from ADEQ indicating that the situation has been resolved. Mr. Hatch added that the NARBA facility should not be greatly impacted and that water will be on site to control dust generated by remediation activities.

10. Agenda Item 7.F.: Request to Approve Lease of Fitness Center Equipment – Vice President Hatch

Mr. Hatch presented the staff recommendation to approve a lease for the fitness center equipment at a rate of \$1 per year for a period of three years with the requirement that the NPC Foundation operate a fitness center in Holbrook, accessible to the public at reasonable rates, for no less than 40 hours per week. Chairman Jeffers suggested that the agreement include language that would allow for another fitness center operator should the Foundation not want to continue to operate the center beyond the initial 3 year lease agreement. Addressing a question from Mr. Sinquah regarding equipment replacement and safety, Mr. Hatch explained that the life cycles of the equipment vary greatly and will be dealt with as equipment fails and added that the college expects the Foundation to perform regular equipment maintenance. Mr. Hatch confirmed that it is his understanding that the Foundation will reopen the fitness center at the former District Office facility located in downtown Holbrook.

11. Agenda Item 7.F.: Request to Approve Program Deletions – Vice President Vest

Citing a lack of time, Chairman Jeffers elected to defer discussion of the Request to Approve Program Deletions to the regular meeting scheduled to begin at 11:00 a.m.

Study session ended at 11:00 a.m.

Russell Dickerson
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf

Navajo Community College District Governing Study Session – 03/16/10 – Page 5 of 5

Secretary to the Board



Navajo County Community College District Governing Board Meeting Minutes

March 16, 2010 – 11:00 a.m. 2251 East Navajo Boulevard, Holbrook, Arizona, 86025

Governing Board Member Present: Bill Jeffers, Ginny Handorf (via speakerphone), A.T. Sinquah and Daniel Peaches.

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

Others Present: Ann Hess, Everett Robinson, Linda Kor, Hallie Lucas, Peggy Belknap, Beaulah Bob-Pennypacker, Ina Sommers, Rickey Jackson, Eric Henderson, Lance Chugg, Maderia Ellison, MiAnna Tyler, Kathy McPherson, Sandra Johnson, Karalea Kowren, Regan Tsosie, Leslie Collins, Rene Chase Begay, Susan Olsen, Curtis Casey, Clint Batson and Jonathan Taylor.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chairman Jeffers called the meeting to order at 11:05 a.m. Mr. Peaches led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Mr. Sinquah moved to adopt the agenda as presented. Mr. Peaches 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 reported that through January, 58% of the budget period has expired. Mr. Hatch reported that primary property tax receipts are on target with 62% collected and added that he expects the college to collect 100% of property tax receipts by fiscal year end. Mr. Hatch reported that the college received a third quarterly payment in January that he expects the fourth quarter payment to be made in April. Mr. Hatch reported that general fund revenues from investment earnings continue to be lower than budgeted with only 35% of budgeted amounts received with nearly 60% of the budget period expired. Mr. Hatch reported that total general fund revenues, through January, were on target at 75% of budget and total general fund expenditures are at 46% of budget. Mr. Hatch highlighted the operating expense line which is at only 39% of budget and explained that the low figure represents the efforts of the entire college to keep expenditures down while still performing necessary services. Mr. Hatch reported that the unrestricted plant fund expenditures are at 33% with capital expenditures essentially on hold and all unrestricted plant fund revenues, except for investment earnings, are the result of transfers from the general fund. Mr. Hatch reported that outstanding secondary property tax receipts are still being collected in the retirement of indebtedness fund and total \$55,000 year to date. Mr. Hatch reported that restricted fund revenues are at 27% and expenditures are at 83% year to date and auxiliary fund revenues are on target at 81% and expenditures are at 48%. Mr. Hatch reported that net cash for all activities totals nearly \$5.5 million.

4.B. − NPC CASO − Ina Sommers

Dr. Swarthout announced that Ina Sommers was elected as CASO President in an online election that occurred last week. Ms. Sommers requested that her previous report to the Board be amended to include the statement:

Navajo Community College District Governing Board Meeting $-\,03/16/10-Page\,\,1$ of 6



some members of CASO would like administration to consider, as an alternative to straight cuts in pay, administering cuts to leave time or holiday pay. Ms. Sommers reported that she is excited to be the CASO President and looks forward to representing CASO members and working with college staff and the Board. Ms. Sommers reported that CASO recently awarded four professional development textbook scholarships totaling \$622.50 to college employees. Ms. Sommers reported that Harold Hoover was elected as the Painted Desert Campus delegate. Ms. Sommers reported that CASO members are looking forward to the NPC picnic and are planning a non-food item drive to benefit Community Bridges in Holbrook and Alice's Place, a domestic violence shelter, in Winslow.

4.C. – NPC Faculty Association – Dr. Sandra Johnson

Dr. Johnson expressed her appreciation for the administration proposal to reduce wages by only 2.5%, as opposed to 5%, in a graded manner that reduces the impact for the lowest paid employees, as well as the proposed early retirement procedure. Dr. Johnson reported that the Faculty Association continues to work on the shared governance procedure revision as requested by Dr. Swarthout last spring. A draft calling for greater decision making authority for College Council with five representatives, each, from administration, faculty and staff and two students has been circulated for review and comment. Dr. Johnson added that comments are due by this Friday and the draft will go through another revision in anticipation of a vote at the April 2nd Faculty Association meeting.

4.D. – NPC Student Government Association – Regan Tsosie

SGA Vice President Regan Tsosie reported that SGA held a dance on February 27th at the Performing Arts Center (PAC) at Silver Creek Campus. Mr. Tsosie reported that the NPC transfer student road trip to the three state universities was a great success and enabled NPC students to get good student transfer information. Mr. Tsosie announced that the Second Annual SGA Talent Show will be held at the PAC on April 17th and invited those in attendance to come to the show. Dr. Swarthout commended SGA for sponsoring the transfer student road trip.

4.E. – NPC Foundation – Lance Chugg

Mr. Chugg, Executive Director of the NPC Foundation, reported that the Foundation appreciates the college's support of the Foundation in its efforts to serve the community and establish new avenues for fundraising that will be used for scholarships and other student programs. Mr. Chugg reported that the Foundation intends to relocate the fitness center to the downtown Holbrook property but noted that other location offers have been received by the Foundation. With regard to the lifespan of the fitness equipment, Mr. Chugg requested that the Board approve the staff recommendation for a capital lease of the fitness equipment. Mr. Chugg reported that he and Foundation President Ballard met with Dr. Swarthout and Mr. Hatch to discuss amending the current lease agreement of the District Office facility and Mr. Chugg anticipates having an amended lease agreement on the agenda for the April Board meeting. Mr. Chugg reported that the Hopi Center is the citrus fruit donations leader with about 50 boxes purchased by various members of the Hopi community. Mr. Chugg reported that the college and the Foundation have met to coordinate scholarship efforts. Mr. Chugg notified Board members that the Foundation will meet in April to work on strategic planning and he will report the outcome of that work to the Board in May.

Agenda Item 5: Consent Agenda

Mr. Peaches moved to approve the consent agenda as presented. Mr. Sinquah seconded the motion. *The vote was unanimous in the affirmative*.

Consent Agenda (Action):

- A. February 16, 2010 Study Session Minutes
- B. February 16, 2010 Regular Board Minutes
- C. Intergovernmental Agreement Between Navajo County Community College District and Show Low Unified School District No. 10

Navajo Community College District Governing Board Meeting – 03/16/10 – Page 2 of 6



Agenda Item 6: Old Business

None.

Agenda Item 7: New Business

7.A. - Allegations of Improper Administrator Compensation - President Swarthout

Mr. Sinquah moved that the Board take no action on this matter. Ms. Handorf seconded the motion. Chairman Jeffers summarized study session discussion stating that the presentation of an anonymous letter is not in line with the practice of the college as avenues with retaliation safeguards are available. *The vote was unanimous in the affirmative*.

7.B. – Request to Approve Adjustment to FY 2008-09 Adopted Budget – Vice President Hatch

Mr. Hatch presented the staff recommendation to approve adjustment of the FY 2008-09 adopted budget as presented and discussed in study session. Mr. Sinquah moved to approve the adjustment to the FY 2008-09 adopted budget as presented. Ms. Handorf seconded the motion. Chairman Jeffers summarized the proposed adjustment pointing out that the college spent \$7.6 million less than the \$36 million budgeted and the adjustment will bring the budget into alignment with expenditures. *The vote was unanimous in the affirmative*.

7.C. – Request to Approve 2010-2011 Tuition and General Fees – Vice President Hatch

Mr. Hatch presented the staff recommendation to approve the 2010-2011 Tuition and General Fee schedules as presented and discussed in study session. Mr. Hatch summarized the proposed changes which call for a \$4 increase to \$56 per credit hour for tuition, the elimination of the tuition plateau, along with general fee adjustments. Mr. Peaches moved to approve the 2010-2011 Tuition and General Fees schedules as presented. Mr. Sinquah seconded the motion. On behalf of the absent Mr. Parsons, Chairman Jeffers communicated that Mr. Parsons is amenable to a \$4 tuition increase but has concerns on the impact of tuition plateau elimination, particularly on low income students. Chairman Jeffers summarized the study session discussion noting that the tuition plateau requires various college offices to implement highly manual processes; the plateau creates difficulties in cost accounting analyses and subsequent reporting, as well as the fact that the college is no longer funded on a FTSE based model. *The vote was unanimous in the affirmative*.

7.D. – Request to Approve 2010-2011 Course Fees – Vice President Hatch

Mr. Hatch presented the staff recommendation to approve the 2010-2011 Course Fees as presented and discussed in study session. Mr. Hatch explained that the recommendation calls for fee increases in 121 of the nearly 1,300 courses listed in the catalog and is expected to generate approximately \$25,000 in additional revenue. Mr. Hatch added that the intent of course fees is to offset the cost of specific course related supplies and materials. Mr. Hatch clarified that the \$60,000 in additional revenue listed on the summary page refers to general fees, not course fees. Mr. Sinquah moved to approve the 2010-2011 course fees as presented. Ms. Handorf seconded the motion. *The vote was unanimous in the affirmative*.

7.E. - Request to Approve Disposition of Blunk Property - Vice President Hatch

Mr. Hatch presented the staff recommendation to dispose of the real property donated to the college by Mr. and Mrs. Blunk. Mr. Hatch acknowledged the generous donation and reported that the college owned property located at 8758 W. Osborn, Phoenix, Arizona, is the last piece of property to be disposed of. Mr. Hatch explained that due to the generous donation, the college was able to construct the Blunk Sciences Center located at the Winslow campus. Mr. Hatch reported that the college has received a comparable property value report from a Phoenix realtor. Mr. Hatch added that the property is currently vacant and requires some regular grounds keeping maintenance and that recently, the college has been required to conduct some minor renovations and in addition to regular property maintenance costs. Mr. Hatch noted that based upon real estate value information, the college would initially ask for the maximum property value as a starting point for possible negotiations to be carried out

Navajo Community College District Governing Board Meeting $-\,03/16/10$ – Page 3 of 6



by Dr. Swarthout. Mr. Hatch requested that Dr. Swarthout be given all necessary authority to execute all necessary documents in order to transfer ownership of the property, should it be sold. Mr. Peaches moved that the Board approve the disposition of the last piece of property donated to the college by Mr. and Mrs. Blunk, as to be negotiated by Dr. Swarthout. Mr. Sinquah seconded the motion. Mr. Peaches stated that he and Mr. Blunk were good friends and Chairman Jeffers added that the Blunks were good friends of the college. *The vote was unanimous in the affirmative*.

7.F. – Request to Approve Atwell Proposal – Vice President Hatch

Mr. Hatch reported that he is please with the progress made at a recent meeting with ADEQ and concerned parties regarding the demolished building buried at the former Painted Desert Campus-Hermosa site. Mr. Hatch presented the staff recommendation to approve the Atwell Demolition and Salvage, Inc. proposal and designation as sole source provider for services as presented and discussed in study session. Mr. Hatch added that staff feels that the proposal will move the cleanup project forward quickly at a cost that is much less than initially anticipated. Mr. Hatch commended Atwell for its responsiveness to ADEQ and its willingness to partner with the college to resolve the situation. Mr. Peaches moved to approve the Atwell proposal as presented and to designate Atwell as sole source provider. Ms. Handorf seconded the motion. Mr. Hatch verified that the City of Holbrook, as owners of the property, is amenable to cleanup efforts that, once approved, may begin as early as March 17, 2010. *The motion was unanimous in the affirmative*.

7.G. - Request to Approve Lease of Fitness Center Equipment – Vice President Hatch

Mr. Hatch presented the staff recommendation to approve the lease of fitness center equipment to the NPC Foundation to be located at the District Office, or alternate Holbrook location, at the rate of \$1 per year for a period of three years, with the Foundation providing regular equipment maintenance, with an eventual transfer of ownership to the Foundation after the three year lease term, as discussed in study session. Responding to a Board question, Mr. Hatch explained that liability related to the operation of the fitness center would belong to the Foundation and that the college would simply lease the equipment. Mr. Sinquah moved to approve the lease of fitness center equipment to the NPC Foundation as presented and discussed in study session. Mr. Peaches seconded the motion. Chairman Jeffers acknowledged the importance of the availability of fitness equipment as related by community members and thanked community members for their interest and support of continued fitness center availability in Holbrook. *The vote was unanimous in the affirmative*.

7.H. – Proposition 100 (Informational) – Vice President Hatch

Mr. Hatch explained that staff felt it important to share with the Board information related to ballot initiatives with regard to what the college and Board members can, and cannot do, in light of the fact that the failure of the sales tax initiative would result in an approximate \$1 million decrease in state funding to the college. Mr. Hatch informed Board members that state statute prevents the community college district from using college resources or employees to influence the outcome of an election. Mr. Hatch explained that the Board is prohibited from collectively making a statement or making an argument in favor, or in opposition to, a ballot measure. Mr. Hatch added that the statue also prevents college employees from activities, on college time, which would influence an election and also prevents the use of college property from being used in any way to influence an election. Mr. Hatch explained that individual action by Board members or college employees, not on college time, is permissible and protected under free speech rights. Mr. Hatch added that student political organizations are not prohibited from assembling and using college buildings to have meetings in support of a campaign and the college is permitted to grant student access to facilities for that purpose. Mr. Hatch explained that college employees and Board members are permitted to answer questions, from a factual perspective, on the impact to community colleges depending upon the election outcome. Mr. Hatch reported that the same information will be provided to college employees as to avoid violation of state laws.

Northland Pioneer College

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

Agenda Item 8: Standing Business

8.A. – Curriculum: Request to Approve Program Deletions – Vice President Vest

Mr. Vest presented the staff recommendation to approve the deletion of the following programs: Hospitality, Agriculture, Computer Technology, Heritage Preservation, Tribal Court Advocacy and Parks and Recreation. Mr. Vest reported that all of the programs recommended for deletion have no full-time faculty associated with them, very low or no enrollment for several years and that each currently have very low community demand. Responding to a question from Chairman Jeffers, Mr. Vest confirmed that should community interest return, the college is able to revive a deleted program. Mr. Peaches moved to approve the program deletions as presented. Mr. Sinquah seconded the motion. *The vote was unanimous in the affirmative*.

8.B. – Strategic Planning and Accreditation Steering Committee (SPASC) Report – Director Bishop Mr. Bishop, SPASC Co-Chair, reported that the group met on March 5, 2010 to begin the first cycle of strategic plan revisions. The revision process seeks to identify items that have been completed, need revision or relocation or need to be removed from the individual pillars. Mr. Bishop reported that pillar chairs have been instructed to solicit input from the college. Mr. Bishop reported that the revision process is on track for a Board first read in May and final approval in June. Mr. Bishop announced that Mary Mathias Dickerson was selected as the new SPASC Co-Chair. Mr. Bishop reported that he will provide an update on the April Higher Learning Commission (HLC) annual conference at the next Board meeting. Dr. Swarthout reported that an institutional response to the visiting team report has been sent to the HLC and have requested a reader's panel. Dr. Swarthout anticipates an official release and statement as the end of April. Dr. Swarthout added that notification of the closure of the Heber Center and the District Office has been sent, as required by the HLC.

8.C. – Human Resources Update – Peggy Belknap

Dr. Swarthout welcomed the Human Resources staff to the Painted Desert Campus. Ms. Belknap, Director of Human Resources, announced that Human Resources has relocated to PDC and commended the Information Services and Maintenance departments for their excellent assistance. Ms. Belknap announced that the Faculty in Education Technology is in process and interviews are underway; the Apache County Advising position will be reposted; the Small Business Development Center Director position is vacant following Mark Engle's acceptance of a state-wide SBDC position at Maricopa; Faculty in Biology and Small Business and Industry Training Coordinator positions were posted on Friday; a temporary Faculty in English is also in process. Ms. Belknap announced that due to the recent retirements, Emeritus and Meritorious awards will be presented at the May 18, 2010 Board meeting.

8.D. – Outstanding Alumnus Award – Curtis Casey

Mr. Casey, Welding Faculty and Department Chair, presented the March Outstanding Alumnus Award to Lindasue Landes. Ms. Landes, a long time Show Low resident and retired sheet metal worker decided to take a welding class offered by Mr. Casey. Ms. Landes ended up completing the Welding core classes and at the prompting of Mr. Casey, began taking national training institute courses to become a certified welding inspector. Ms. Landes, on her second try, passed the American Welding Society certification exam to become a certified welding inspector and within six months, had landed a high paying job inspecting buildings for structural damage from floods, hurricanes and other disasters. Ms. Landes is a strong promoter of education praised NPC Welding faculty and curriculum. Ms. Landes credits NPC with changing her life for the better.

8.E. – Employee of the Month – Peggy Belknap

Ms. Belknap reported that Clint Batson, Information Services Lead Technician, has been selected as the first ever NPC Employee of the Month. Mr. Batson was nominated by Susan Olsen who stated that Mr. Batson and his staff have never let her down. Mr. Batson is in the pool for the Employee of the Year Award. Mr. Batson named Information Services Director Eric Bishop as his Administrative Victim of the Month. For one day, Mr. Bishop

Navajo Community College District Governing Board Meeting – 03/16/10 – Page 5 of 6



was assigned the job of destroying old software, recycling cardboard and taking it to the recycling center. Mr. Batson was also treated to lunch by Mr. Bishop.

Agenda Item 9: President's Report – President Swarthout

Hallie Lucas, Commencement Coordinator, invited Board members to attend the upcoming NPC spring commencement ceremony to be held on May 15, 2010 at the Show Low Unified School District Auditorium. Dr. Swarthout reported that April will be a busy month of meetings and other commitments. Dr. Swarthout reported that last week's Career Fair had exceptional turnout with 30 vendors and 260 attendees-a massive increase over previous years. Dr. Swarthout thanked Career Services Coordinator Kelley Horn for her hard work. Dr. Swarthout reported that she will attend community outreach events at Whiteriver Center and Kayenta Center in April. Dr. Swarthout reported that she will meet with the Arizona Department of Education Director to explore ways to keep adult basic education and GED services available at NPC.

Agenda Item 10: Board Report/Summary of Current Events

Chairman Jeffers reported that the NPC Rodeo Club held a fundraiser that brought in approximately \$6,000. Chairman Jeffers reported that once again, NPC Alumnus Johnny Estelle has a team vying for a national basketball championship in Hutchinson, Kansas. Ms. Handorf expressed her appreciate for being allowed to attend via speakerphone as she tends to her husband following surgery. Ms. Handorf will provide an update on the ACCT conference she attended at the April Board meeting.

Agenda Item 11: Announcement of Next Regular Meeting: Tuesday, April 20, 2010.

Agenda Item 12: Adjournment

The meeting was adjourned at 12:33 p.m. upon a motion by Mr. Sinquah, a second by Mr. Peaches, and a unanimous affirmative vote.

Russell Dickerson
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Secretary to the Board

Navajo Community College District Governing Board Meeting – 03/16/10 – Page 6 of 6



Request to Approve the 2010-2011 Preliminary Budget

Recommendation:

Staff recommends approval of the 2010-2011 Preliminary Budget as presented.

Summary:

The preliminary budget as approved by the District Governing Board will be published prior to the budget hearing according to statutory requirements. The Truth in Taxation notice will be published on April 30 and May 11 in the Holbrook Tribune and White Mountain Independent. A notice of the hearings scheduled for May 18 will also be published and sent as a news release to all area media outlets.

The attached budget document includes operational and staffing adjustments based on the NPC Strategic Plan approved by the District Governing Board. Extensive involvement at the department and executive level produced the attached budget proposal.

The preliminary budget reflects a wage and salary reduction of two percent (-2%) for all regular employee classes. The Arizona State Retirement System increased the contribution rate for both employees and employers from 9.4% to 9.85%. The college's cost of employee "basic" health insurance will increase \$19/month (3.9%) in FYE 2011, with a significant reduction to the benefits in the "basic" plan and with a slight reduction in the benefits for the "premier" plan. Employee health insurance cost will increase between \$40 and \$163 per month depending on type of coverage selected.

Staff anticipates the expenditure limit will not be breached in FYE 2011 and additional carry-forward balances may be built. While enrollment growth is expected to continue to expand the expenditure limit, the college will benefit from transfer of textbooks sales to an online provider.

The legislature has developed a budget based on the successful passage of Proposition 100 on May 18 and has also developed a conditional enactment with alternate budget allocations if the ballot measure to temporarily increase the sales tax by one cent fails. Staff has presented the revenue budget based on approval of Proposition 100; however, the expenditure budgets are expected to carry the college forward without adjustment if the conditional enactment is implemented.

Staff will review the budget with the Board and will also answer questions. The budget can be reduced, but cannot be increased at the Board meeting on May 18, 2010.



OFFICIAL BUDGET FORMS NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT NORTHLAND PIONEER COLLEGE FISCAL YEAR 2010-11

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT NORTHLAND PIONEER COLLEGE BUDGET FOR FISCAL YEAR 2010-11 SUMMARY OF BUDGET DATA

Increase/(Decrease) From Budget 2009-10 To Budget 2010-11

									•	
			Budget 2009-10		Budget 2010-11			Amount		%
I.	CURRENT GENERAL AND PLANT FUNDS			•						
	A. Expenditures:									
	Current General Fund	\$_	24,384,776	\$	24,437,607		\$_	52,831		0.2%
	Unexpended Plant Fund		3,025,000	_	2,560,000		_	(465,000)		-15.4%
	Retirement of Indebtedness Plant Fund	_		_			_			
	TOTAL	\$	27,409,776	\$	26,997,607		\$	(412,169)		-1.5%
	B. Expenditures Per FTSE:									
	Current General Fund	\$_	9,525 /FTSE	\$	9,222	/FTSE	\$_	(304)	/FTSE	-3.2%
	Unexpended Plant Fund	\$_	1,182 /FTSE	\$_	966	/FTSE	\$_	(216)	/FTSE	-18.2%
II.	EXPENDITURE LIMITATIONS					FISC	AL YI	EAR 2009-10	\$	16,823,427
						FISC	AL YI	EAR 2010-11	\$	17,086,770
III.	AMOUNT RECEIVED FROM PRIMARY PROPE				009-10 IN EX	CESS OF	THE	MAXIMUM		
	ALLOWABLE AMOUNT AS CALCULATED PUR	RSUA	NT TO A.R.S. §42-	17051					\$	
IV.	MAXIMUM ALLOWABLE PRIMARY PROPERTY	Y TAX	K LEVY FOR FISCA	L YEAR	2010-11 PUR	SUANT T	О			
	A.R.S. §42-17051								\$	11,938,607

V. SUMMARY OF PRIMARY AND SECONDARY PROPERTY TAX LEVIES AND RATES:

Increase/(Decrease)
From Budget 2009-10
To Budget 2010-11

	Budget 2009-10	Budget 2010-11	Amount	%
A. Amount Levied:				
Primary Tax Levy	\$ 11,337,976	\$ 11,938,607	\$ 600,631	5.3%
Secondary Tax Levy				
TOTAL PROPERTY TAX LEVY	\$ 11,337,976	\$ 11,938,607	\$ 600,631	5.3%
B. Rates Per \$100 Net Assessed Valuation:				
Primary Tax Rate	\$ 1.1352	\$1.1165_	\$0.0187	-1.6%
Secondary Tax Rate				
TOTAL PROPERTY TAX RATE	\$ 1.1352	\$ 1.1165	\$	-1.6%

4/07 SCHEDULE A

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT NORTHLAND PIONEER COLLEGE BUDGET FOR FISCAL YEAR 2010-11 CURRENT GENERAL FUND - REVENUES AND OTHER ADDITIONS

Increase/(Decrease)

:009-10 10-11	%	5.3%	-15.5% 23.0% 6.0%		9.4%	-42.9% -27.3% 5.3%	-100.0%	13.3% 7.1% 0.2%
From Budget 2009-10 To Budget 2010-11	Amount	\$ 600,631	(660,300) 1,237,500 \$ 577,200		275,000	(75,000) \$ (75,000) \$ 1,402,831	\$ (1,000,000)	(300,000) (50,000)
	Budget 2010-11	\$ 11,938,607 \$ 11,938,607	3,590,000 6,624,000 \$ 10,214,000	750,000	3,205,000 600,000 120,000 710,000	100,000 100,000 \$ 200,000 \$	φ.	(2,550,000) (750,000) (750,000)
	Budget 2009-10	\$ 11,337,976 \$ 11,337,976	4,250,300 5,386,500 \$ 9,636,800	\$ 750,000	2,930,000 600,000 120,000 685,000	175,000 100,000 \$ 275,000 \$ 26,334,776	\$ 1,000,000	(2,250,000) (700,000) (700,000)
	Estimated Actual 2009-10	\$ 11,300,000	3,590,000 6,624,000 \$ 10,214,000	\$	3,110,000 450,000 60,000 710,000	110,000 120,000 \$ 230,000 \$	φ.	(2,250,000) (700,000) \$
	REVENUES AND OTHER ADDITIONS BY SOURCE	PROPERTY TAXES Primary Tax Levy Secondary Tax Levy Subtotal	STATE APPROPRIATIONS Maintenance Support Equalization Aid Subtotal	GIFTS, GRANTS, AND CONTRACTS Government Grants and Contracts Indirect Costs Recovered Private Gifts, Grants, and Contracts Subtotal	TUITION, REGISTRATION, AND STUDENT FEES General Tuition Out-of-District Tuition Out-of-State Tuition Student Fees Tuition and Fee Remissions or Waivers Subtotal	OTHER SOURCES Investment Income Other Subtotal Total Revenues and Other Additions	UNRESTRICTED GENERAL FUND BALANCE AT JULY 1, APPLIED TO BUDGET	TRANSFERS IN/(OUT) Transfer Out - Primary Tax Levy - Unexpended Plant Fund Auxiliary/Current Restricted TOTAL AMOUNT AVAILABLE FOR EXPENDITURES

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT NORTHLAND PIONEER COLLEGE BUDGET FOR FISCAL YEAR 2010-11 PLANT FUNDS - REVENUES AND OTHER ADDITIONS

Increase/(Decrease) From Budget 2009-10 To Budget 2010-11

%	%0 [°] 09-	-44.3%	13.3%	-2.5%	-15.4%					
Amount	(15,000)	(775,000)	300,000	25,000	\$ (465,000)					φ.
Budget 2010-11	10,000	975,000	2,550,000	(975,000)	\$ 2,560,000		₩ ₩			69
Budget 2009-10	\$ 25,000	1,750,000	2,250,000	(1,000,000)	\$ 3,025,000		<u>ө</u>			€9
Estimated Actual 2009-10	\$ 10,000	1,750,000	2,250,000	(1,000,000)	\$ 3,010,000		<u>.</u>			€
REVENUES AND OTHER ADDITIONS BY SOURCE	UNEXPENDED PLANT FUND State Appropriations: Capital Support (2560 FTSE @ \$ 0 each) Investment Income Proceeds from Sale of Bonds Other Revenues and Additions Total Revenues and Other Additions	RESTRICTED FUND BALANCE AT JULY 1	TRANSFERS IN/(OUT) Transfer In - Primary Tax Levy - Current General Fund	Less: Amounts accumulated for future capital acquisitions	TOTAL AMOUNT AVAILABLE FOR EXPENDITURES - UNEXPENDED PLANT FUND	RETIREMENT OF INDEBTEDNESS PLANT FUND Sources for payment of principal and interest on general obligation bonds Secondary Tax Levy Other (Identify)	Total Revenues and Other Additions	FUND BALANCE AT JULY 1 RESTRICTED FOR RETIREMENT OF GENERAL OBLIGATION BONDS TRANSFERS IN/(OUT)	Less: Amounts restricted for future debt service requirements	TOTAL AMOUNT AVAILABLE FOR RETIREMENT OF GENERAL OBLIGATION BONDS

4/07

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT NORTHLAND PIONEER COLLEGE BUDGET FOR FISCAL YEAR 2010-11 PLANT FUNDS - REVENUES AND OTHER ADDITIONS

crease) 2009-10 010-11	%												
Increase/(Decrease) From Budget 2009-10 To Budget 2010-11	Amount	θ				s		ω				8	<i></i>
	Budget 2010-11	<u>.</u>				မ		₩				8	в
	Budget 2009-10	φ				ь		₩				8	в
	Estimated Actual 2009-10	<u>.</u>				s		φ				နှ	в
	Sources for payment of principal and interest on revenue bonds (Identify)	Total Revenues and Other Additions	FUND BALANCE AT JULY 1 RESTRICTED FOR RETIREMENT OF REVENUE BONDS	TRANSFERS IN/(OUT) Current General Fund	Less: Amounts restricted for future debt service requirements	TOTAL AMOUNT AVAILABLE FOR RETIREMENT OF REVENUE BONDS	Sources for payment of principal and interest on other long-term debt (Identify)	Total Revenues and Other Additions	FUND BALANCE AT JULY 1 RESTRICTED FOR RETIREMENT OF OTHER LONG-TERM DEBT	TRANSFERS IN/(OUT)	Less. Amounts restricted for future debt service requirements	TOTAL AMOUNT AVAILABLE FOR RETIREMENT OF OTHER LONG-TERM DEBT	TOTAL AMOUNT AVAILABLE FOR EXPENDITURES- RETIREMENT OF INDEBTEDNESS PLANT FUND

4/07

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT NORTHLAND PIONEER COLLEGE BUDGET FOR FISCAL YEAR 2010-11 CURRENT GENERAL FUND AND PLANT FUNDS - EXPENDITURES AND OTHER DEDUCTIONS

Estimated

Increase/(Decrease) From Budget 2009-10 To Budget 2010-11

%	-3.4%	15.8% 5.8% -0.5% -8.8% 5.4%	0.2%	41.4% -30.8% -11.8% 100.0% -40.8%	-15.4%		
Amount	(335,000)	150,000 98,000 (38,000) (207,000) 18,000 366,831	52,831	290,000 (185,000) (100,000) 25,000 (250,000)	(465,000)		
Budget 2010-11	\$ 000'009'6 \$	1,100,000 1,800,000 7,500,000 2,150,000 350,000 1,937,607	\$ 24,437,607	\$ 990,000 \$ 175,000 50,000 355,000	\$ 2,560,000 \$	θ	Н
Budget 2009-10	\$ 9,935,000	950,000 1,702,000 7,538,000 2,357,000 332,000 1,570,776	\$ 24,384,776	\$ 700,000 600,000 850,000 25,000 250,000 600,000	\$ 3,025,000		.
Actual 2009-10	\$ 9,590,000	1,090,000 1,760,000 7,470,000 310,000	\$ 22,300,000	\$ 700,000 575,000 850,000 25,000 235,000 600,000	\$ 2,985,000	θ	<i>₩</i>
	CURRENT GENERAL FUND Instruction Dublic Senion	France Services Academic Support Student Services Institutional Support (Administration) Operation and Maintenance of Plant Scholarships Contingency	TOTAL EXPENDITURES AND OTHER DEDUCTIONS OF CURRENT GENERAL FUND	PLANT FUNDS: UNEXPENDED PLANT FUND Land Buildings Improvements Other Than Buildings Equipment Library Books Museum and Art Collections Construction in Progress Contingency Retirement of Indebtedness - Capital Leases and Installment Purchases Interest on Indebtedness - Capital Leases and Installment Purchases	TOTAL EXPENDITURES AND OTHER DEDUCTIONS OF UNEXPENDED PLANT FUND	RETIREMENT OF INDEBTEDNESS PLANT FUND Retirement of Indebtedness - General Obligation Bonds Interest on Indebtedness - General Obligation Bonds Retirement of Indebtedness - Revenue Bonds Interest on Indebtedness - Revenue Bonds Retirement of Indebtedness - Other Long-Term Debt Interest on Indebtedness - Other Long-Term Debt Other-Property Tax Judgement	TOTAL EXPENDITURES AND OTHER DEDUCTIONS OF RETIREMENT OF INDEBTEDNESS PLANT FUND

4/07 SCHEDULE D

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT NORTHLAND PIONEER COLLEGE BUDGET FOR FISCAL YEAR 2010-11 CURRENT AUXILIARY ENTERPRISES FUND - REVENUES AND OTHER ADDITIONS

Increase/(Decrease) From Budget 2009-10 To Budget 2010-11	%		900) -85.0%		000)	50,000 16.7%	000) -58.4%
Incre From To B	Amount	ю ю	(850,000)		8 (850,000)	.09	(800,000)
	Budget 2010-11	ю ю	150,000		\$ 220,000	350,000	\$ 570,000
	Budget 2009-10	ю ю	1,000,000		\$ 1,070,000	300,000	\$ 1,370,000
	Estimated Actual 2009-10	ы м м м	1,000,000		\$ 1,100,000	200,000	\$ 1,300,000
	REVENUES AND OTHER ADDITIONS BY SOURCE	TUITION AND STUDENT FEES General Tuition Out-of-District Tuition Out-of-State Tuition Student Fees Tuition and Fee Remissions or Waivers Subtotal	SALES AND SERVICES Bookstore Sales Food Services Sales Dormitory Rentals Intercollegiate Athletics Parking Fees or Permits Other Sales and Services Subtotal	OTHER REVENUES AND ADDITIONS Investment Income Other (Identify)	Subtotal Total Revenues and Other Additions	TRANSFERS IN/(OUT) Current General Fund	TOTAL AMOUNT AVAILABLE FOR EXPENDITURES

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT NORTHLAND PIONEER COLLEGE BUDGET FOR FISCAL YEAR 2010-11 CURRENT RESTRICTED FUND - REVENUES AND OTHER ADDITIONS

Increase/(Decrease) From Budget 2009-10 To Budget 2010-11	%	21.2%	10.8%
	Amount	700,000	500,000
		₩	₩
	Budget 2010-11	4,000,000	550,000
		↔	₩
	Budget 2009-10	3,300,000	550,000
		₩	₩
	Estimated Actual 2009-10	4,000,000	5,150,000
			₩
	REVENUES AND OTHER ADDITIONS BY SOURCE	GIFTS, GRANTS, AND CONTRACTS Federal Grants and Contracts State Grants and Contracts Local Grants and Contracts	Private Gifts, Grants, and Contracts Subtotal

OTHER REVENUES AND ADDITIONS

Investment Income State Shared Sales Tax

Other (Identify)

Subtotal

4,650,000 \$ 5,150,000 \$ 500,000 10.8%		400,000	5,050,000 \$ 5,550,000 \$ 500,000 9.9%
∯		1	
\$ 5,150,000		500,000	\$ 5,650,000
Total Revenues and Other Additions	RESTRICTED FUND BALANCE AT JULY 1	TRANSFERS IN/(OUT) General Fund	TOTAL AMOUNT AVAILABLE FOR EXPENDITURES

4/07

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT NORTHLAND PIONEER COLLEGE

BUDGET FOR FISCAL YEAR 2010-11 CURRENT AUXILIARY ENTERPRISES AND CURRENT RESTRICTED FUNDS - EXPENDITURES AND OTHER DEDUCTIONS

								Increase/(Decrease) From Budget 2009-10 To Budget 2010-11	rease) 2009-10 110-11
		Estimated Actual 2009-10		Budget 2009-10		Budget 2010-11		Amount	%
CURRENT AUXILIARY ENTERPRISES FUND Bookstore Food Services	₩	1,200,000	છ	1,270,000		225,000	↔	(1,045,000)	-82.3%
Dormitories Intercollegiate Athletics Other Sales and Services		100,000		100,000		345,000		245,000	245.0%
TOTAL EXPENDITURES AND OTHER DEDUCTIONS OF CURRENT AUXILIARY ENTERPRISES FUND	φ	1,300,000	↔	1,370,000	↔	570,000	₩	(800,000)	-58.4%
CURRENT RESTRICTED FUND Instruction Public Service	θ	630,000	₩	700,000	₩	700,000	₩	(5,000)	-25.0%
Academic Support Student Services Institutional Support (Administration)	111	750,000		1,000,000		800,000 35,000		(200,000)	-20.0% 16.7%
Uperation and Maintenance of Plant Scholarships		4,230,000		3,300,000		4,000,000		700,000	21.2%
TOTAL EXPENDITURES AND OTHER DEDUCTIONS OF CURRENT RESTRICTED FUND	G	5,650,000	↔	5,050,000	↔	5,550,000	↔	500,000	6:6%

4/07

2010 LEVY LIMIT WORKSHEET

COUNTY OF: Navajo

TAX AUTHORITY: North Land Pioneer College

Revised:	2/8/2010 2010 NEW CON	STRUCTION =	33,455,613
SECTION	I A: 2009 MAXIMUM LEVY LIMIT		
A.1	2009 MAXIMUM ALLOWABLE PRIMARY TAX LIMIT (AMOUNT ON LINE D.5 FROM 2009 WORKSHEET)		11,337,976
A.2	LINE A.1 MULTIPLIED BY 1.02 EQUALS		11,564,736
SECTION	1 B: 2010 NET ASSESSED VALUE OF PR	ROPERTY	
B.1 B.2 B.3	CENTRALLY ASSESSED LOCALLY ASSESSED REAL LOCALLY ASSESSED PERSONAL PROPERTY	223,470,452 790,882,857 21,479,665	
B.4	TOTAL OF B.1 THROUGH B.4 EQUALS		1,035,832,974
B.5	B.4 DIVIDED BY 100 EQUALS		10,358,330
SECTION	C: 2010 NET ASSESSED VALUE		
C.1 C.2 C.3	CENTRALLY ASSESSED LOCALLY ASSESSED REAL LOCALLY ASSESSED PERSONAL PROPERTY	245,214,146 802,594,776 21,479,665	
C.4	TOTAL OF C.1 THROUGH C.4 EQUALS		1,069,288,587
C.5	C.4 DIVIDED BY 100 EQUALS		10,692,886
SECTION	N D: <u>2010 LEVY LIMIT CALCULATION</u>		
D.1	ENTER LINE A.2	11,564,736	
D.2	ENTER LINE B.5	10,358,330	
D.3	DIVIDE D.1 BY D.2 AND ENTER RESULT		1.1165
D.4	ENTER LINE C.5	*************	10,692,886
D.5	MULTIPLY D.4 BY D.3 AND ENTER RESULT LINE D.5 EQUALS 2010 MAXIMUM ALLOWANCE LEV	VY LIMIT	11,938,607
D.6	ENTER EXCESS PROPERTY TAXES COLLECTABLE TO ARS 42-17051, SECTION B	PURSUANT	
D.7	ENTER AMOUNT IN EXCESS OF EXPENDITURE LIMPURSUANT TO ARS 42-17051, SECTION C	IITATION	
D.8	LINE D.5 MINUS LINE D.6 AND LINE D.7 EQUALS 2010 ALLOWABLE LEVY		

BUDGET DEVELOPMENT CALENDAR

FISCAL YEAR 2010 – 2011

ACTIVITY	RESOURCE	DUE BY
1. Receive overview and schedule	DCB	15 December
2. Departmental budget material distributed	Ellison	15 January
3. Prepare revenue estimates	Hatch/Ellison	29 January
4. Receive tuition and fee schedules	DGB	16 February
5. Departmental budgets received	Executive Team	12 February
6. Executive review of budget	Executive Team	1 March
7. Tuition and fee schedules approved	DGB	16 March
8. Receive preliminary budget analysis	DGB	16 March
9. Receive wage and salary recommendation	DGB	16 March
10. Budget hearings	Budget Managers	19 March
11. Receive complete budget analysis	DGB	20 April
12. Approve budget publication	DGB	20 April
13. Approve salary schedules	DGB	20 April
14. Tentative budget adopted	DGB	20 April
15. Notice of public hearing and TNT hearing first published	Hatch/Ellison	30 April
16. Notice of public hearing and TNT hearing second publication	Hatch/Ellison	11 May
17. Public hearing conducted for taxpayers	DGB	18 May
18. Final budget adopted	DGB	18 May
19. Notify PTOC of the amount of the primary property tax levied	Hatch/Ellison	19 May
20. Submit Tax levy to Navajo County	Hatch/Ellison	19 May

March 22 – 26 Spring Break

May 15 Commencement

May 31 Memorial Day

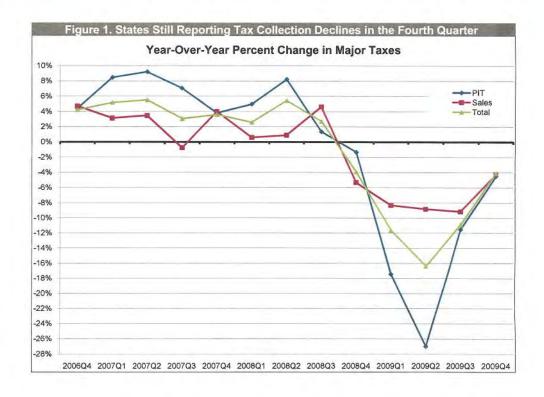
Northland Pioneer College Departmental Budget Guidelines FY 1011

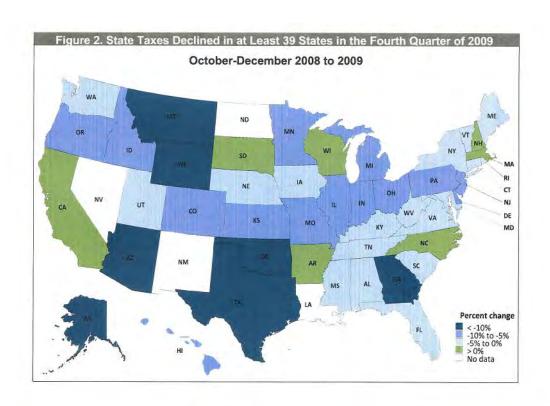
Budget requests must be entered into the Jenzabar budget module, see attached "Budget Allocate Instructions".

- Budget request for expenditures & capital must be completed by <u>Friday</u>, <u>February 12</u>, <u>2010</u>.
- State funding expected to be significantly reduced in FY1011 with an overall target operating reduction of \$3 million.
- Include only items in your budget requests that are considered critical and are linked to the current **NPC Strategic Plan**. Any amounts that are higher than FY0910 must be justified. Please provide your detailed justification in the attached "Budget Justification" template.
- When you complete your budget notify **Maderia Ellison**, **Director of Financial Services** by **e-mail** and include the completed "**Budget Justification**" template.
- The **FY0910 Budgets** reflected in Budget Allocate include budget transfers received through December 2009.
- Starting February 13, 2010 you will no longer have access to "Budget Allocate".
- Budget hearings will be held in **mid-March**, **2010** with the Executive Team and Budget Managers.
- Once the budget is approved you will be able to review it in the Jenzabar budget module, see attached "Budget Review Instructions".

Budget Categories & Targets:

Revenues	Budget will be prepared by Administrative Services.
Salaries/Wages & Benefits	Budget will be prepared by Administrative Services except Adjunct Salaries, Overload, Temporary Salaries, Lab Aids, and Substitute Salaries please include those in your budget request.
Operating Expenditures	 State funding expected to be significantly reduced in FY1011 with an overall target operating reduction of \$3 million. All budget requests should reflect only those items required to maintain critical service levels.
Capital Expenditures	 No state funding in FY1011. Any request for funding must be covered from the operation budget.





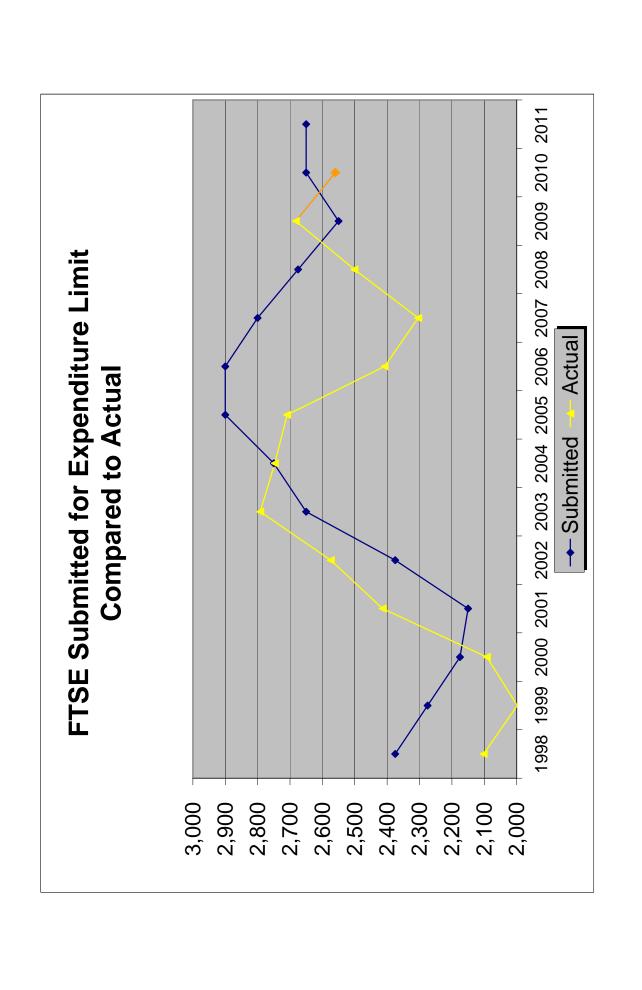
Estimated FSTE for Submission to EEOC FOR FYE 2011

	Variance	to prior year	(703,574)	(542,376)	(381,177)	(219,979)	(58,780)	102,418	263,343	424,815	586,014
2011	Expenditure	Limitation	16,119,853	16,281,051	16,442,250	16,603,448	16,764,647	16,925,845	17,086,770	17,248,242	17,409,441
1979-80	Base	Expenditures	3,716,543	3,716,543	3,716,543	3,716,543	3,716,543	3,716,543	3,716,543	3,716,543	3,716,543
Estimated	Inflation	Factor	2.7169	2.7169	2.7169	2.7169	2.7169	2.7169	2.7169	2.7169	2.7169
	Population	Factor	1.5964	1.6124	1.6284	1.6443	1.6603	1.6762	1.6922	1.7082	1.7241
	FTSE	Estimate	2500	2525	2550	2575	2600	2625	2650	2675	2700

Actual Exp Subject to Exp Limit	12,135,940	11,911,073	11,417,776	11,514,058	12,818,881	14,499,064	14,912,924	14,429,617	15,915,946	16,202,909	15,416,094	15,829,197	16,500,000	16,500,000
Bookstore Revenues												1,088,932	1,100,000	
Alternative Exp Limit				11,645,836	13,250,523	15,228,338								
Statutory Exp Limit	12,135,941	11,911,074	11,438,325	10,924,132	12,494,304	14,259,188	14,974,540	16,035,507	16,278,691	16,284,629	16,100,110	15,829,198	16,823,427	17,086,770
Exp Limit/ Est FTSE	5,110	5,236	5,259	5,417	5,579	5,747	5,445	5,529	5,613	5,816	6,019	6,208	6,348	6,448
Actual FTSE	2,102	1,998	2,092		2,574		2,747	2,709	2,408	2,304	2,501	2,682	2,560	
Submitted FTSE	2,375	2,275	2,175	2,150	2,375	2,650	2,750	2,900	2,900	2,800	2,675	2,550	2,650	2,650
HISTORY	FYE 1998	FYE 1999	FYE 2000	FYE 2001	FYE 2002	FYE 2003	FYE 2004	FYE 2005	FYE 2006	FYE 2007	FYE 2008	FYE 2009	FYE 2010	FYE 2011

\$ 16,500,000

Estimated expenditures subject to expenditure limit:



Request to Approve 2010-2011 Wage and Salary Schedules

Recommendation:

Staff recommends approval of the salary schedules as presented.

Summary:

The attached chart presents wage increases applied in the community college system in 2009-10 and expected salary changes for 2010-11.

Due to the current budget situation, ongoing economic conditions, increase in Arizona State Retirement matching contribution and anticipated major increase in health insurance cost, staff recommends a two percent decrease in wages for the exempt salary group and to the faculty salary schedule. The salary schedule for the non-exempt group reflects a decrease of 1.2 percent up to 2 percent. No changes are proposed to the adjunct faculty rate or the substitute rate. All current salary schedules are also attached for comparison.

Employee ASRS and NPC matching contributions will increase from 9.4 percent to 9.85 percent (See attached ASRS Fact Sheet and historical rate chart).

The Navajo County School Employee Trust has significantly reduced the basic plan benefits for health insurance. NPC's costs will increase 3.9 percent. Dependent coverage will continue to be offered as an option with the employee bearing the entire cost. Employee cost will increase at least nine percent.

The reduction reflected in the wage schedules passes the health insurance cost increase and the ASRS matching increase to employees. The total impact to employees will be a decrease in take home pay of approximately 2.5 percent. Before the seasonal adjustment, the Consumer Price Index (CPI-U) has increased 2.1 percent according to the U.S. Bureau of Labor Statistics.

Staff's recommendation includes no step increases or lateral moves in 2010-11.



Northland Pioneer College Proposed 2010 - 2011 Faculty Salary Schedule

7			\$45,565	\$46,932	\$48,340	\$49,790	\$51,284	\$52,822	\$54,407	\$56,039	\$57,720	\$59,452	\$61,235	\$63,072	\$64,964	\$66,913	\$68,921	\$70,988	\$73,118
10			\$44,759	\$46,102	\$47,485	\$48,910	\$50,377	\$51,888	\$53,445	\$55,048	\$56,700	\$58,401	\$60,153	\$61,957	\$63,816	\$65,730	\$67,702	\$69,733	\$71,825
თ			\$43,968	\$45,287	\$46,645	\$48,045	\$49,486	\$50,971	\$52,500	\$54,075	\$55,697	\$57,368	\$59,089	\$60,862	\$62,687	\$64,568	\$66,505	\$68,500	\$70,555
∞			\$43,190	\$44,486	\$45,821	\$47,195	\$48,611	\$50,069	\$51,571	\$53,119	\$54,712	\$56,354	\$58,044	\$29,785	\$61,579	\$63,426	\$65,329	\$67,289	\$69,308
_			\$42,427	\$43,699	\$45,010	\$46,361	\$47,752	\$49,184	\$50,660	\$52,179	\$53,745	\$55,357	\$57,018	\$58,728	\$60,490	\$62,305	\$64,174	\$66,099	\$68,082
9			\$41,676	\$42,927	\$44,215	\$45,541	\$46,907	\$48,314	\$49,764	\$51,257	\$52,794	\$54,378	\$56,010	\$57,690	\$59,421	\$61,203	\$63,039	\$64,931	\$66,878
S			\$40,940	\$42,168	\$43,433	\$44,736	\$46,078	\$47,460	\$48,884	\$50,350	\$51,861	\$53,417	\$55,019	\$56,670	\$58,370	\$60,121	\$61,925	\$63,782	\$65,696
4			\$40,216	\$41,422	\$42,665	\$43,945	\$45,263	\$46,621	\$48,020	\$49,460	\$50,944	\$52,472	\$54,046	\$22,668	\$57,338	\$20,65\$	\$60,830	\$62,655	\$64,534
ო			\$39,505	\$40,690	\$41,910	\$43,168	\$44,463	\$45,797	\$47,171	\$48,586	\$50,043	\$51,544	\$53,091	\$54,684	\$56,324	\$58,014	\$59,754	\$61,547	\$63,393
0			\$38,806	\$39,970	\$41,169	\$42,404	\$43,677	\$44,987	\$46,336	\$47,727	\$49,158	\$50,633	\$52,152	\$53,717	\$55,328	\$26,988	\$58,698	\$60,459	\$62,272
Grade 1			\$ 38,120	\$39,263	\$40,441	\$41,655	\$42,904	\$44,191	\$45,517	\$46,883	\$48,289	\$49,738	\$51,230	\$52,767	\$54,350	\$55,980	\$57,660	\$59,390	\$61,171
Step	- 0 m s	+ ი ი	7	8	6	10	11	12	13	14	15	16	17	18	19	20	21	22	23

Adjunct Faculty Rate/Load Unit Level Amt Level 1 \$600 Level 2 \$620 Level 3 \$640

Substitute Rate \$20.00/hr

•	11	14.37	14.71	15.05	15.39	15.73	16.07	16.41	16.75	17.09	17.43	17.77	18.11	18.45	18.79	19.13	19.47			
		s	s	s	s	s	s	s	s	s	s	s	s	s	s	s	s			
	10	14.03	14.37	14.71	15.05	15.39	15.73	16.07	16.41	16.75	17.09	17.43	17.77	18.11	18.45		19.13			
		s	↔	s	s	↔	s	↔	s	s	s	\$	↔	\$	s	s	\$			
	6	13.69	14.03	14.37	14.71	15.05	15.39	15.73	16.07	16.41	16.75	17.09	17.43	17.77	18.11	18.45	18.79			
		\$	\$	\$	\$	\$	\$	\$	\$	s	s	↔	\$	↔	s	s	↔			
i	8	13.35	13.69	14.03	14.37	14.71	15.05	15.39	15.73	16.07	16.41	16.75	17.09	17.43	17.77	18.11	18.45			
		ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ			
	7		13.35		14.03	14.37		15.05			16.07	16.41		17.09	17.43	17.77	18.11			
		s	s	s	↔	s	s	s	s	s	s	s	s	s	s	s	s			
٠	9		13.01		13.69		14.37	14.71	15.05		15.73	16.07	16.41	16.75	17.09	17.43	17.77			el 3
i		८	८	८	\$	८	८	८	८	ઝ	ઝ	ઝ	८	ઝ	ઝ	ઝ	ઝ			Level
	5	12.33	12.67	13.01	13.35	13.69	14.03	14.37	14.71	15.05	15.39	15.73	16.07	16.41	16.75	17.09	17.43			_
		s	s	s	S	s	s	s	s	s	s	s	s	s	s	s	s			
	4	11.99	12.33	12.67	13.01	13.35	13.69	14.03	14.37	14.71	15.05	15.39	15.73	16.07	16.41	16.75	17.09			
		s	s	s	8	s	s	s	s	s	s	s	s	s	s	s	s			
	က	11.65	11.99	12.33	12.67	13.01	13.35	13.69	14.03	14.37	14.71	15.05	15.39	15.73	16.07	16.41	16.75		el 2	
		s	s	s	\$	s	s	s	s	s	s	s	s	s	s	s	s		Level	
	2	11.31	11.65	11.99	12.33	12.67	13.01	•	13.69		14.37		15.05		15.73	16.07	16.41		<u>.</u>	
		s	s	s	s	s	s	s	s	s	s	s	s	s	s	s	s			
Grade >	~	10.97	11.31	11.65	11.99	12.33	12.67	13.01	13.35	13.69	14.03	14.37	14.71	15.05	15.39	15.73	16.07	evel 1		
Gra		ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	Lev		
•	Step	_	2	က	4	5	9	7	80	6	10	1	12	13	14	15	16			

Proposed Hourly Rate - Technical and Skilled Craft - 2010-2011 Schedule

	_	2	0	3	7	_	2	0	3	7	_	2	0	3	7	_			
12	16.4	16.7	17.0	17.4	17.77	18.1	18.4	18.7	19.1	19.4	19.8	20.1	20.4	20.8	21.17	21.5			
					ઝ											ઝ			
7	16.07	16.41	16.75	17.09	17.43	17.77	18.11	18.45	18.79	19.13	19.47	19.81	20.15	20.49	20.83	21.17			
	\$	\$	ઝ	\$	ઝ	ઝ	\$	ઝ	\$	ઝ	\$	\$	\$	ઝ	ઝ	ઝ			
10	15.73	16.07	16.41	16.75	17.09	17.43	17.77	18.11	18.45	18.79	19.13	19.47	19.81	20.15	20.49	20.83			
	ઝ	\$	↔	ઝ	↔	ઝ	ઝ	↔	ઝ	↔	ઝ	ઝ	ઝ	ઝ	↔	ઝ		1	
6	15.39	15.73	16.07	16.41	16.75	17.09	17.43	17.77	18.11	18.45	18.79	19.13	19.47	19.81	20.15	20.49			
	↔	\$	S	↔	S	\$	↔	S	↔	S	↔	↔	\$	\$	S	\$			
80	15.05	15.39	15.73	16.07	16.41	16.75	17.09	17.43	17.77	18.11	18.45	18.79	19.13	19.47	ω	20.15			
	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔			
7					16.07								18.79		19.47	19.81			el T3
	s	ઝ	ઝ	s	ઝ	ઝ	ઝ	ઝ	s	ઝ	s	ઝ	ઝ	ઝ					Level
9	14.37		15.05		15.73	16.07	16.41	16.75	17.09	17.43	17.77	18.11	18.45	18.79	19.13	19.47			
	s	ઝ	S	s	S	ઝ	s	S	s	S	s	s	ઝ	ઝ	S	ઝ			
2	14.03	14.37	14.71	15.05	15.39	15.73	16.07	16.41	16.75	17.09	17.43	17.77	18.11		18.79	19.13			
	s	ઝ	S	s	S	ઝ	s	S	s	S	s	s	ઝ	ઝ	S	ઝ			
4	13.69	14.03	14.37	14.71	15.05	15.39	15.73	16.07	16.41	16.75	17.09	17.43	17.77	18.11	18.45	18.79		el T2	
	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ		Level	
က		13.69		14.37	14.71	15.05	15.39	15.73	16.07	16.41	16.75	17.09	17.43	17.77	18.11	18.45		_	
	↔	\$	S	↔	S	\$	↔	S	↔	S	↔	↔	\$	\$	S	\$			
7	13.01	13.35	13.69	14.03	14.37	14.71	15.05	15.39	15.73	16.07	16.41	16.75	17.09	17.43	17.77	18.11			
	8	8	s	8	s	ઝ	s	s	8	s	8	s	s	ઝ	s	ઝ			
_	12.67	13.01	13.35	13.69	14.03	14.37	14.71	15.05	15.39	15.73	16.07	16.41	16.75	17.09	17.43	17.77	/el T1		
		s	s	8	S	S	8	↔	\$	ઝ	s	↔	८	\$	s	↔	Level		
	↔						_												

Exempt Salary Range Chart 2010-2011

12 Month Staff									
Group	Base	Max							
B2	\$32,274	\$45,184							
B1	\$35,026	\$49,037							
C3	\$35,921	\$50,289							
C2	\$39,334	\$55,068							
C1	\$41,864	\$58,610							
D3	\$46,709	\$65,392							
D2	\$58,475	\$81,864							
D1	\$76,122	\$102,764							
Е	\$96,147	\$129,798							

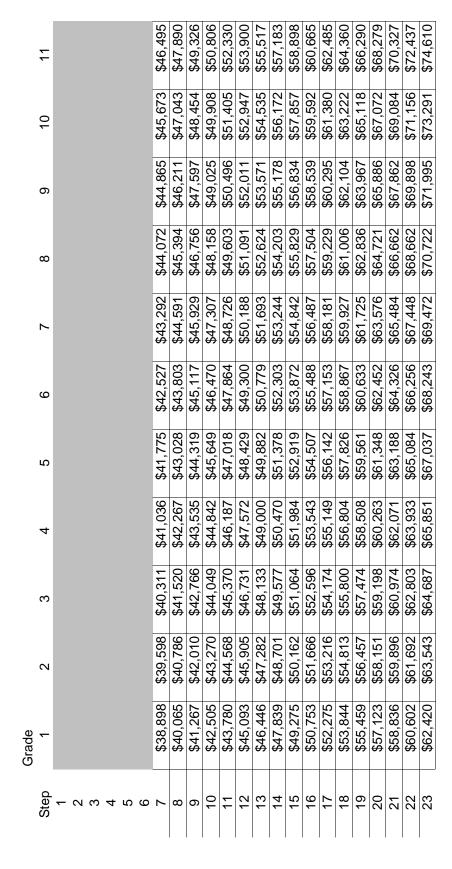
	11 Month S	taff
B2	\$29,171	\$40,841
B1	\$31,659	\$44,323
C3	\$32,468	\$45,454
C2	\$35,553	\$49,773
C1	\$37,840	\$52,976

	10 Month St	taff
B2	\$26,688	\$37,363
B1	\$28,964	\$40,549
C3	\$29,704	\$41,585
C2	\$32,526	\$45,537
C1	\$34,619	\$48,466

	Exempt Positions by Salary Group
B2 B2 B2 B2 B2 B2	Center Manager Financial Aid Advisor/Technician IS Department Manager Lead Technician for Technical Services Technical Designer/Production Manager
B1 B1 B1 B1	Associate Librarian Bookstore Manager Campus Manager Small Business Analyst
C3 C3	Academic Advisor Carl Perkins Grant Manager
C2 C2 C2 C2 C2 C2 C2	Apache Families First Coordinator Assistant to the President Carl Perkins Grant Manager Coordinator of High School Programs Head Librarian Media Relations Coordinator Payroll Supervisor
C1 C1 C1 C1 C1 C1 C1	ABE Special Sites Coordinator ADOC Program Coordinator Small Business and Industry Training Coordinator Coordinator of Community Education Coordinator of Student Services Info Systems Disabilities Resource & Access Coordinator Institutional Research Analyst System Analyst/Programmer
D3 D3 D3 D3	Apache County Coordinator Director of Financial Aid Director of Small Business Development Center Executive Director NPC Foundation
D2 D2 D2 D2 D2	Controller Director of Developmental Services Director of Enrollment Services Director of Facilities and Vehicles Director of Marketing & Public Relations
D1 D1 D1 D1 D1 D1	Dean of Arts and Sciences Dean of Career and Technical Education Dean of Nursing & Allied Health Director of Financial Services Director of Human Resources Director of Information Services
E E	Vice President for Administrative Services Vice President for Learning & Student Services

Northland Pioneer College 2009-2010 Faculty Salary Schedule

Base Step=3% \$38,898 Grade=1.8%



Associate Faculty Rate/Load Unit Level Amt

Level 1 \$600 Level 2 \$620

Level 3 \$640

Substitute Rate \$20.00/hr

Í		.25	.60	ઝ	ઝ	15.65 \$ 16.00	ઝ	ઝ	ઝ	ઝ	ઝ	\$		\$.80	.15	.50			
	o	90	.25	\$ 09.	.95 \$	30 \$.65	\$ 00:	35 \$	\$ 02:	.05 \$.40 \$.75 \$.10 \$.45	89.	.15			
		\$ 13	\$ 14	\$ 14	\$ 14	\$ 15	\$ 15	_	_	_	_	17	17	\$ 18	\$ 18	\$ 18	\$ 19			
•	8	13.55	13.90	14.25	14.60	14.95	15.30	15.65	16.00	16.35	16.70	17.05	17.40	17.75	18.10	18.45	18.80			
		8	8	s	s	s	s	s	s	s	s	8	s	\$	s	s	s			
	7		13.55		14.25	14.60	14.95		15.65		16.35	16.70	17.05	17.40	17.75	18.10	18.45			
		ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	s	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ			
	9	12.85	13.20	13.55	13.90	14.25	14.60	14.95	15.30		16.00	16.35	16.70	17.05	17.40	17.75	18.10			evel 3
ı		↔	↔	8	↔	↔	↔	↔	ઝ	↔	↔	↔	↔	↔	↔	ઝ	↔			Le
	2	12.50		13.20		13.90	14.25	14.60		15.30	15.65	16.00	16.35	16.70	17.05	17.40	17.75			
		↔	↔	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	↔	↔	↔	ઝ	ઝ	ઝ			
	4	12.15	12.50	12.85	13.20		13.90	14.25	14.60	14.95	15.30	15.65	16.00	16.35	16.70	17.05	17.40			
		ઝ	\$	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	↔	ઝ	ઝ	ઝ			
	က	11.80		12.50		13.20		13.90	14.25	14.60	14.95	15.30	15.65	16.00	16.35	16.70	17.05		evel 2	
;	<u> </u>	8	∨	ઝ	↔	ઝ	8	↔	ઝ	ઝ	↔	8	↔	∨	↔	ઝ	ઝ		Гè	
	2	11.45	11.80	12.15		12.85					14.60	14.95	15.30		16.00	16.35	16.70			
		ઝ	\$	\$	↔	↔	↔				↔	ઝ	\$	⇔	↔	↔	↔			
Grade >	_	11.10	11.45	11.80	12.15	12.50	12.85	13.20	13.55	13.90	14.25	14.60	14.95	15.30	15.65	16.00	16.35	/el 1		
Ö		ઝ	ઝ	ઝ	ઝ	↔	ઝ	↔	ઝ	ઝ	↔	ઝ	ઝ	ઝ	ઝ	↔	↔	_ [e]		
	Step	_	7	က	4	2	9	7	80	0	10	7	12	13	14	15	16			

Proposed Hourly Rate - Technical and Skilled Craft - 2009-2010 Schedule

	12	16.70	17.05	17.40	17.75	18.10	18.45	18.80	19.15	19.50	19.85	20.20	20.55		21.25	21.60	21.95			
		↔	s	↔	s	s	s	s	s	s	s	↔	s	s	s	s	s			
	7	16.35	16.70	17.05	17.40	17.75	18.10	18.45	18.80	19.15	19.50	19.85	20.20	20.55	20.90	21.25	21.60			
		s	s	s	ઝ	s	s	s	s	s	s	s	s	s	8	s	s			
	10	16.00	16.35	16.70	17.05	17.40	17.75	18.10	18.45	18.80	19.15	19.50	19.85	20.20	20.55	20.90	21.25			
		\$	ઝ	ઝ	ઝ	8	ઝ	↔	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	\$	8	ઝ		7	
	6	15.65	16.00	16.35	16.70	17.05	17.40	17.75	18.10	18.45	18.80	19.15	19.50	19.85	20.20	20.55	20.90			
		S	S	S	s	↔	s	s	S	S	S	S	S	s	↔	↔	s			
	∞	15.30		16.00	16.35	16.70	17.05	17.40	17.75	18.10	18.45	18.80	19.15	19.50	19.85	20.20	20.55			
		S	ઝ	S	\$	ઝ	S	S	S	ઝ	ઝ	S	ઝ	ઝ	8	↔	S			
	7	14.95			16.00	16.35	16.70	17.05	17.40	17.75		18.45	18.80	19.15	19.50	19.85	20.20			el T3
		ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	s	s	ઝ	ઝ			Level
	9	-	14.95	15.30	15.65	16.00	16.35	16.70	17.05	17.40	17.75		18.45		19.15	19.50	19.85			=
		S	S	S	s	↔	s	s	s	s	S	S	S	s	S	↔	s			
	2		14.60	14.95	15.30	15.65	16.00	16.35	16.70	17.05	17.40	17.75	18.10	18.45	18.80	19.15	19.50			
		S	S	S	s	↔	S	S	S	S	S	S	S	s	S	↔	S			
	4	13.90	14.25	14.60	14.95	15.30	15.65	16.00	16.35	16.70	17.05	17.40	17.75	18.10	18.45	18.80	19.15		el T2	
		↔	ઝ	ઝ	ઝ	↔	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	↔	ઝ		Level	
	က	Ω	တ	14.25	9	14.95	ന	15.65	0	က	\sim	\circ	17.40	\sim	$\overline{}$		18.80			
		S	s	s	s	ઝ	S	S	S	ઝ	ઝ	s	s	s	S	ઝ	S			
	7	13.20	13.55	13.90	14.25	14.60	14.95	15.30	15.65	16.00	16.35	16.70	17.05	17.40	17.75	18.10	18.45			
		S	S	S	S	↔	s	S	S	S	S	S	S	s	S	↔	s			
rade >	_	12.85	13.20	13.55	13.90	14.25	14.60	14.95	15.30	15.65	16.00	16.35	16.70	17.05	17.40	17.75	18.10	vel T1		
Ö		↔	ઝ	ઝ	ઝ	↔	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	ઝ	↔	↔	ઝ	Le		
	Step	_	7	က	4	2	9	7	∞	6	10	7	12	13	4	15	16			

Exempt Salary Range Chart 2009-2010

	12 Month Staff						
Group	Base	Max					
B2	\$32,933	\$46,106					
B1	\$35,741	\$50,038					
C3	\$36,654	\$51,315					
C2	\$40,137	\$56,192					
C1	\$42,718	\$59,806					
D3	\$47,662	\$66,727					
D2	\$59,668	\$83,535					
D1	\$77,675	\$104,861					
Е	\$98,109	\$132,447					

	10 Month Staff							
Group	Base	Max						
B2	\$27,233	\$38,126						
B1	\$29,555	\$41,377						
C3	\$30,310	\$42,434						
C2	\$33,190	\$46,466						
C1	\$35,325	\$49,455						
D3	\$39,413	\$55,178						
D2	\$49,341	\$69,077						

	Exempt Positions by Salary Group
B2 B2 B2 B2	Center Manager Financial Aid Advisor/Technician Lead Technician for Technical Services IS Department Manager
B1 B1 B1 B1 B1	Associate Librarian Bookstore Manager Business Office Manager Campus Manager Small Business Analyst
C3 C3 C3	Academic Advisor Career Services Advisor & GED Chief Examiner Carl Perkins Grant Manager High School Programs Advisor
C2 C2 C2 C2	Assistant to the President Head Librarian Media Relations Coordinator Payroll Supervisor
C1 C1 C1 C1 C1 C1 C1	Coord of Community Education Business and Industry Training Coordinator Coord of Student Services Information Systems Disabilities Resource & Access Coordinator DOC Program Coordinator Institutional Research Analyst System Analyst/Programmer
D3 D3 D3 D3	Exec Dir NPC Foundation Director of Financial Aid Director of Small Business Development Center Apache County Program Coordinator
D2 D2 D2 D2 D2	Controller Director of Developmental Services Director of Facilities and Vehicles Director of Enrollment Services Director of Marketing & Recruitment
D1 D1 D1 D1 D1 D1	Dean of Arts and Sciences Dean of Career and Technical Education Dean of Nursing Programs Director of Financial Services Director of Human Resources Director of Information Services
E E	Vice President for Administrative Services Vice President for Learning & Student Services



Arizona State Retirement System

3300 North Central Avenue, Phoenix, AZ 85012 WWW.AZASRS.GOV

Fact Sheet

Questions?
AskMac@azasrs.gov
Phoenix (602) 240-2000
Tucson (520) 239-3100
Toll-free (800) 621-3778

CONTRIBUTION RATES

Defined Benefit Plan

The Arizona State Retirement System, created in 1953, is a state agency providing a guaranteed life-long pension benefit, a long-term disability income plan, retiree health insurance and survivor benefits to its members.

Contribution rates are actuarially determined and are adjusted to ensure the plan remains fiscally sound and able to meet current and future obligations. Contribution rates are approved annually by the ASRS Board of Trustees. The ASRS is a match plan, meaning the contribution rate applies to employees and employers.

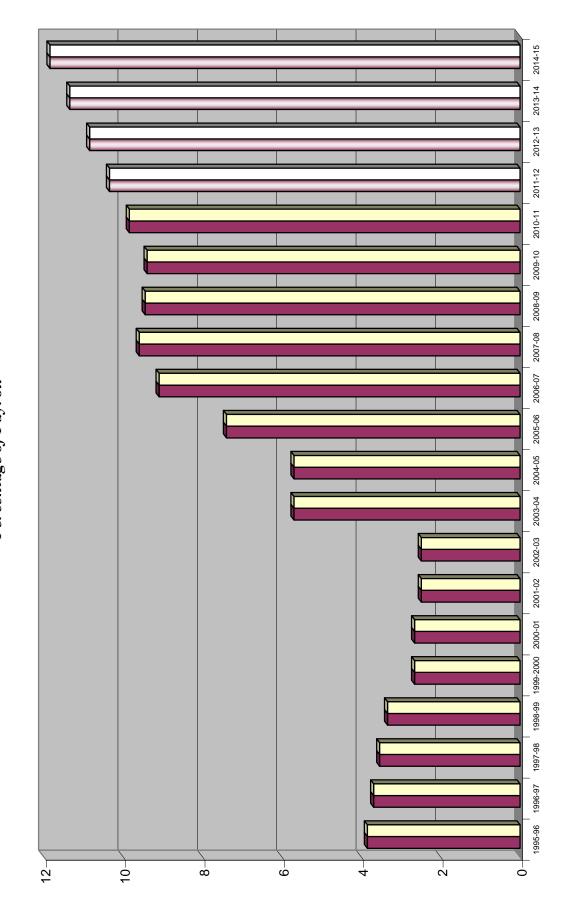
There are two portions to the ASRS contribution rate – the Retirement Pension & Health Insurance Benefit, and the Long Term Disability Income Plan. The Pension Plan contribution is a pre-tax deduction, and the long term disability deduction is post-tax.

		Fiscal 2009-10 (Effective July 1, 2009)						
	Retirement Pension & Health Insurance Benefit Long Term Disability Income Plan							
Employee	9.0%	0.40%	9.40%					
Employer	9.0%	0.40%	9.40%					

		Fiscal 2010-11 (Effective July 1, 2010)						
Retirement Pension & Health Insurance Benefit Long Term Disability Income Plan								
Employee	9.6%	0.25%	9.85%					
Employer	9.6%	0.25%	9.85%					

November 2009

ASRS Contribution Rates
Percentage of Payroll



NORTHLAND PIONEER COLLEGE

Insurance Costs for Employees

Effective July 1, 2010

Navajo County Schools Employee Benefits Trust Cost of Medical Insurance

2010-2011 Contribution Rates

Basic Plan (B-25)*

Covered Group	Medical	Dental	TOTAL Monthly Cost to Employee
Employee Only	\$467	\$37	\$ 0
Employee & Spouse	\$934	\$80	\$510
Employee & Child (ren)	\$934	\$86	\$516
Employee & Family	\$1,036	\$117	\$649

Premier Plan (A-15)*

Covered Group	Medical	Dental	TOTAL Monthly Cost to Employee
Employee Only	\$557	\$37	\$ 90
Employee & Spouse	\$1,086	\$80	\$662
Employee & Child (ren)	\$1,086	\$86	\$668
Employee & Family	\$1,201	\$117	\$814

^{*}The cost of the Basic Plan for employee medical & dental insurance is an employee benefit and is deducted from the total monthly cost.

VOLUNTARY DEDUCTION Cost of Avesis Insurance Group ID 1056 Carrier #10790

Covered Group	Vision Cost
Employee Only	\$8.05
Employee & Spouse	\$15.13
Employee & Child (ren)	\$16.58
Employee & Family	\$20.93

For benefit questions call 1-800-828-9341 Locate an AVESIS Provider at: www.avesis .com

NORTHLAND PIONEER COLLEGE

Insurance Costs for Employees

Effective July 1, 2009

Navajo County Schools Employee Benefits Trust Cost of Medical Insurance

2009-2010 Contribution Rates

Premier Plan (A-15)*

Covered Group	Medical	Dental	TOTAL Monthly Cost to Employee
Employee & Spouse	\$527	\$38	\$565
Employee & Child (ren)	\$527	\$44	\$571
Employee & Family	\$630	\$71	\$701
Employee Only	\$502	\$33	\$ 50

^{*}The cost of the Basic Plan employee medical & dental insurance is a benefit and is deducted from the total cost of the Premier Plan.

Basic Plan (B-15)**

Covered Group	Medical	Dental	TOTAL Monthly Cost to Employee
Spouse	\$430	\$38	\$468
Child (ren)	\$430	\$44	\$474
Family	\$525	\$71	\$596
Employee	\$452	\$33	\$ 0

^{**}The Basic Plan employee medical & dental insurance is a benefit and is not charged to the employee.

VOLUNTARY DEDUCTION Cost of Avesis Insurance Group ID 1056 Carrier #10790

Covered Group	Vision Cost
Employee Only	\$8.05
Employee & Spouse	15.13
Employee & Child (ren)	16.58
Employee & Family	20.93

For benefit questions call 1-800-828-9341 Locate an AVESIS Provider at: www.avesis.com

Increase to Health Insurance Monthly Premium

Basic Plan +	<u>dental</u>	<u>Incr</u>	<u>ease</u>	<u>Increase</u>		
	Employee Cost	<u>\$</u>	<u>%</u>	College Cost	<u>\$</u>	<u>%</u>
Employee				504	19	3.9%
Spouse	510	42	9.0%			
Children	516	42	8.9%			
Family	649	53	8.9%			

Premier Plan + dental			<u>ease</u>	<u>Incre</u>	<u>Increase</u>		
	<u>\$</u>	<u>%</u>	College Cost	<u>\$</u>	<u>%</u>		
Employee	90	40	80.0%	504	19	3.9%	
Spouse	662	147	28.5%				
Children	668	147	28.2%				
Family	814	163	25.0%				

Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Feb. 2009 - Feb. 2010 Percent change

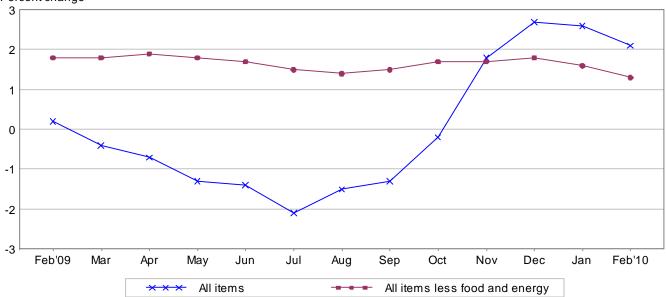


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

		Season	ally adjusted	changes fro	om preceding	g month		Un-
	Aug. 2009	Sep. 2009	Oct. 2009	Nov. 2009	Dec. 2009	Jan. 2010	Feb. 2010	adjusted 12-mos. ended Feb. 2010
All items	.4	.2	.2	.2	.2	.2	.0	2.1
Food	.0	1	.0	.1	.1	.2	.1	2
Food at home	1	3	.0	.0	.2	.4	.1	-1.5
Food away from home 1	.1	.1	.1	.2	.1	.1		1.4
Energy	3.7	.6	.6	2.2	.8	2.8	5	14.4
Energy commodities	6.7	1.1	.4	3.0	1.6	4.9	-1.3	34.4
Gasoline (all types)	6.9	.9	.3	2.7	2.3	4.4	-1.4	36.8
Fuel oil 1		3	2.2	7.4	.0	6.1	-2.4	19.3
Energy services		1	.8	1.1	3	.0	.5	-4.2
Electricity		.3	.8	1.2	2	-1.1	5	-2.7
Utility (piped) gas service	.5	-1.5	.7	.9	7	3.5	3.9	-8.4
All items less food and energy	.1	.2	.2	.0	1	1	.1	1.3
Commodities less food and energy								
commodities	2	.3	.4	.2	.1	.1	1	2.5
New vehicles	-1.0	.3	1.4	.5	2	5		3.5
Used cars and trucks	2.0	1.7	3.1	1.9	2.2	1.5	.7	14.1
Apparel	.0	.2	3	3	.4	1	7	.0
Medical care commodities 1	.5	.6	.2	.1	1	.7	.8	3.5
Services less energy services	.2	.1	.1	.0	.i	2		.9
Shelter		.0	.0	2	 	5	.0	- 4
Transportation services	.5	.7	.5	.5	.3	3	.4	3.3
Medical care services	.2	.3	.2	.3		.5	.4	3.7

¹ Not seasonally adjusted.

Proposed Early Retirement Procedure

Recommendation:

Staff does not recommend approval of the previously proposed early retirement procedure.

Summary:

The attached proposed procedure would provide full-time college employees with an early retirement incentive and was reviewed previously.

The proposed incentive was a monthly benefit of \$300 toward the purchase of health insurance for a period not to exceed three years, with the retiree responsible for obtaining and maintaining the health insurance.

Staff originally reported a cost neutral impact on the college during the first year, with savings in subsequent years. However, on review of recently enacted legislation an unknown cost associated with the possible creation of an ASRS "actuarial unfunded liability" may change the analysis. The ASRS will not calculate this cost of an early retirement incentive until it receives notification of the implementation of the incentive. ASRS will then assess a charge against the employer.



Procedure 2777

Early Retirement

This procedure is designed to provide full-time college employees with an early retirement incentive. The program is open to all full-time employees of the college who meet the qualifications as stated in the sections below.

To be eligible to participate in this option staff must have worked for the college in a regular full time position for at least 10 years continuously to be eligible. Only staff who are employed full time on their date of application for this benefit are eligible to participate.

The college offers a monthly benefit of \$300 to retirees toward the purchase of health insurance. The acquisition of the health insurance would be the responsibility of the retiree. The retiree may continue to receive this benefit until they become eligible for Medicare benefits or the college has provided the benefit for three years, whichever occurs first.

If the retiree does not maintain continuous participation in a health insurance plan they forfeit their right to future benefits under this procedure.

[Based on Policy #1581; Rev]

Request to Approve Amendment to Premises Lease with the NPC Foundation

Recommendation:

Staff recommends approval of the amendment to the existing lease agreement with the NPC Foundation for the facility at 103 N. First Avenue in Holbrook.

Background Information:

The attached lease amendment is the result of discussions with the NPC Foundation to move from the current obligations associated with the facility lease to a self supporting operation. Under the terms of the proposed amendment obligations related to the lease will diminish by at least twenty (20) percent each year with final termination no later than February 2015. Staff will review the changes and be prepared to answer questions regarding the proposed amendment.

Legal counsel for the College and separate legal counsel for the NPC Foundation have both reviewed the proposed amendment.



Amendment to Lease Agreement

This Amendment to Lease Agreement is entered into this _____ day of April, 2010, by and between The Northland Pioneer College Foundation, Inc., an Arizona corporation ("Lessor"), and Navajo County Community College District, an Arizona community college district doing business as Northland Pioneer College ("Lessee").

RECITALS

The terms of all prior Lease Agreements entered into by the parties, and specifically, the Lease Agreement entered into by the parties on February 14, 2006, are affirmed and hereby incorporated by reference and remain valid and in affect unless specifically disavowed, modified, or otherwise stated in this Lease Agreement.

Lessor owns real property located at: 203 W. Hopi Dr; Holbrook, AZ 86025, the legal description of which is:

KEMPENICH ADDN: LOTS 1, 2, 3, 4, 5, 41,42,43,44, BLOCK 12, as recorded in Book 1, Page 8 of the records of Navajo County, Arizona. Also known as Navajo County parcels #109-19-201 & #109-19-206

(hereinafter, the "Property").

Lessee has entered into a lease agreement that binds Lessee to pay certain obligations through February 2016, but now desires to separate itself from the lease and the lease obligations relating to the Property.

Lessor desires to work with Lessee in vacating the property on friendly terms and lease the Property to others in the place of Lessee.

Lessee desires to taper off the obligations arising out of this and other lease documents and agrees to vacate the premises so that the Property can be ready to lease to others.

Now, therefore, for good and valuable consideration and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

- A. The Parties hereby modify Section 2 by deleting it in its entirety and substituting therefor the following:
 - 2. <u>Term.</u> The term of this Lease shall be nine (9) years commencing on February 14, 2006, and ending on February 13, 2015. At the expiration of the Term, by mutual agreement, the Parties may either

renew this Lease under the terms and conditions contained herein as from time to time amended, or negotiate a new lease agreement.

B. The Parties hereby modify Section 3 by deleting it in its entirety and substituting therefor the following:

3. Rental Payments.

In lieu of rental fees for the Property, Lessee shall provide an Executive Director for The Northland Pioneer College Foundation, Inc. Office space and general office supplies for the Executive Director shall be provided. This obligation shall continue through June 30, 2010. Thereafter, lease payments shall be provided by the subsequent paragraphs within this section.

- (a) Monthly Rental Payments. Lessee shall pay to Lessor a monthly rental payment in the amount of \$8,238.80 per month, which shall be due on the first business day of each month commencing on July 1, 2010. The monthly rental payments shall be paid in advance without prior notice or demand and shall be paid to the Lessor at the address provided herein. If delivery is by mail, delivery shall be deemed complete when deposited in the United States Post Office, postage prepaid. No bond shall be required to guarantee payment of rent.
- Office Space and Equipment Use. In addition to monthly (b) rental payments and in further consideration for the above provisions, Lessee agrees to provide office space and use of equipment, including, but not limited to use of a computer, telephone system, and copier/fax/scanner (replaced according to Lessee's standard schedule of replacement) for Lessor's Executive Director and one support staff/personnel (as space is available) at Lessee's Silver Creek Campus. For purposes of this Lease, equipment specifically excludes items including, but not limited to, office supplies, postage, and vehicle usage. Lessee further agrees to provide the Executive Director of the Lessor a reasonable use of storage space. It is expressly understood and accepted by the Parties that the Executive Director of the Lessor can expect and will enjoy a reasonable expectation of privacy in his office and business activities. Notwithstanding any expectation of privacy, Lessor hereby expressly agrees that the Executive Director and support person will be bound by and comply with existing Lessee Policies, including Lessee's Computer Usage Policies. Nothing in this paragraph shall be deemed to require Lessee to provide support staff, or to pay wages or benefits to either the Executive Director or to the support staff; the Executive Director and support staff shall be and remain employees of Lessor who shall be solely responsible for payment of wages, benefits, and employment taxes for its employees.

- (c) Monthly Rental Adjustments. Lessor covenants to use reasonable and diligent measures to lease portions of the Property to others at rates acceptable to Lessor. The parties agree that if Lessor is able to successfully lease portions of the Property, the monthly rental obligations of Lessee will be reduced proportionately to the amount of space in the building being leased to others. Any portion of the Property being occupied and/or used by the Lessor for its own purposes, shall likewise be considered as if it were leased to others. Notwithstanding any provision to the contrary, common areas (such as janitorial closets, bathroom facilities, and telecommunication facilities) shall not be included in the calculation of rental adjustments on a percentage basis of the area of the building occupied and/or used by the Lessor for its own purposes unless and until 100% of the otherwise rentable office facilities at the Property are leased to others.
- (d) <u>Highwater Rental Diminution</u>. Upon any adjustment or diminution of monthly rental obligations pursuant to subsection (c) above, Lessee's monthly rental obligations shall not be increased for any reason thereafter. The Parties understand and agree that this provision is based upon the percentage of occupancy of the overall building, not on any one person or entity's periodic occupancy of the Property.
- (e) <u>Stepdown Rental Provision</u>. Notwithstanding Lessor's actual ability to lease a portion of the Property to others, commencing on March 1, 2011, and on each March 1 thereafter, Lessee's monthly rental obligations for the year shall be reduced by a minimum of 20%, and shall not be increased for any reason thereafter.
- (f) <u>Sale of Property</u>. All monthly rental obligations and other obligations of Lessee under this Lease (except those obligations providing for use of office space and equipment for the Lessor's Executive Director and/or support staff as outlined above) shall terminate upon sale of the Property by Lessor. Lessor agrees to give Lessee at least 30 days written notice of any proposed or pending sale of the Property.
- C. The Parties hereby modify Section 4 by deleting it in its entirety and substitute therefor the following:
 - 4. <u>Use</u>. The parties agree that one of the prime purposes of entering into this Amendment to Lease Agreement is to taper off Lessee's use, occupation, and obligations arising out of the use of the Property. Therefore, Lessee expressly agrees to vacate the premises on or by June 30, 2010 and shall have no further right to use, operate, maintain, repair, remove or inspect the premises, except for the use of storage buildings located on the parking lot, for the purpose of storing personalty in conformity with local codes and regulations. Furthermore, Lessee agrees

to vacate the Property before June 30, 2010 upon 30 days written notice by Lessor that Lessor has identified others to lease portions of the Property at acceptable rates, for which Lessor shall reimburse Lessee for a pro-rata portion of the monthly rental obligations based on the square footage of the building leased by others.

- D. The Parties hereby modify Section 5 by deleting it in its entirety and substituting therefor the following:
 - 5. <u>Taxes and Assessments</u>. As of June 30, 2010, Lessee shall have no further obligations to pay for taxes and assessments relating to or arising out of occupation of the Property.
- E. The Parties hereby modify section 6 by adding the following sentence to the end of the paragraph:

After June 30, 2010, Lessee shall have no further obligations under this Section 6 except for such expenses which accrued prior to June 30, 2010.

- F. The Parties hereby modify Section 7 by deleting it in its entirety and substituting therefor the following:
 - 7. <u>Indemnification</u>. Lessee shall indemnify and hold harmless Lessor for all claims for personal injury and property damage arising out of the use, maintenance, repair, or inspection of the Property which are proximately caused by Lessee's gross negligence or willful misconduct. Additionally, Lessor shall have no liability for any personalty left or stored on the Property unless such liability arises out of Lessor's illegal acts or gross misconduct. Lessor shall indemnify and hold harmless Lessee for all claims arising out of personal injury and property damage relating to access to the Property, except for those claims arising out of Lessee's gross negligence or willful misconduct. Notwithstanding the foregoing or any other provision of this Lease to the contrary, any agreement by Lessee to indemnify or hold harmless Lessor shall be limited to and payable only from the Lessee's available insurance or self-insurance program providing for liability assumed by contract, if any.
- G. The Parties hereby modify Section 8 by adding a new sentence at the end of paragraph (a) to read as follows:

Lessee shall maintain such liability coverage in full force and effect during such time as Lessee is occupying or using any portion of the Property.

H. The Parties hereby modify Section 9 by deleting it in its entirety and substituting therefor the following:

- 9. <u>Condition of Premises</u>. Lessee shall take the Lease Premises "as is" and in such physical condition as they are upon commencement of the term of this Lease. Lessor shall not be liable for any damage or injury to either persons or property due in any way to the condition of the Leased Premises. Upon Lessee no longer occupying or using the Leased Premises, Lessee shall leave the Leased Premises in good and clean condition, and shall pay Lessor the amount of Three Thousand Dollars (\$3,000.00) for the restoration of locks, doors, and entrance facilities; such payment to be made no later than July 1, 2010.
- I. The Parties hereby modify Section 12 by adding the following language at the end of the paragraph:

Obligations under this section shall remain in force and full effect through June 30, 2010.

- J. The Parties hereby modify Section 15 by deleting it in its entirety and substituting therefor the following:
 - 15. Default.

(a) Default by Lessee.

- (i). <u>Events of Default</u>. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:
- (1) The failure by Lessee to deliver Rent within ten (10) days following the due date of such Rent.
- (2) The failure of Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be overseen or performed by the Lessee.
- assignment or general arrangement for the benefit of creditors (or the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of the petition filed against Lessee, the same is dismissed within sixty (60) days); of the appointment of a trustee or a receiver to take possession of substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease; where such seizure is not discharged within thirty (30) days.

- (4) The failure of Lessee to comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the Property.
- (ii) <u>Cure</u>. In the event of any such default by Lessee, Lessor shall give written notice to Lessee of such default and Lessee shall have thirty (30) days following receipt of such notice in which to cure the default; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within thirty (30) days and thereafter diligently completes the cure.
- (iii) <u>Remedy</u>. In the event of any such default or breach by Lessee, following notice by Lessor to Lessee of such default, Lessor may, in its sole discretion, and without limiting Lessor in the exercise of a right or remedy which Lessor may have by reason of such default or breach avail itself of one of the following remedies:
- (1) Terminate Lessee's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Property to the Lessor. In such event, the Lessee shall notify Lessee's sublessees of such default and termination, and Lessor shall have the right to contract directly with the sublessees; or
- (2) Maintain Lessee's right to possession, in which case this Lease shall continue in effect, and Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease; or
- (3) Any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Arizona.

Additionally, should Lessor be deemed the prevailing party, Lessor shall be entitled to recover all attorneys' fees and costs incurred by reason of Lessee's breach.

(b) <u>Default by Lessor</u>.

- (i) <u>Events of Default</u>. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessor:
- (1) The failure of Lessor to comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Property.

- (2) The failure of Lessor to observe or perform any of the covenants, conditions or provisions of this Lease to be overseen or performed by the Lessor.
- (ii) <u>Cure</u>. In the event of any such default by Lessor, Lessee shall give written notice to Lessor of such default and Lessor shall have thirty (30) days following receipt of such notice in which to cure the default; provided, however, that if the nature of Lessor's default is such that more than thirty (30) days are reasonably required for its cure, then Lessor shall not be deemed to be in default if Lessor commences such cure within thirty (30) days and thereafter diligently completes the cure.
- (iii) Remedy. In the event of any such default or breach by Lessor, following notice by Lessee to Lessor of such default, Lessee may, in its sole discretion and without limiting Lessee in the exercise of a right or remedy which Lessee may have by reason of such default or breach, terminate this Lease by notifying Lessor of intent to terminate, and such termination shall be effective upon the last day of the month in which notice of intent to terminate is delivered to Lessor, and Lessee shall owe no further rental payments. Lessor shall refund prepaid rent, pro-rated for the number of days Lessee leased the Property, within ten (10) days of notice of termination. Lessee shall be entitled to recover from Lessor all damages incurred by Lessee by reason of Lessor's default including, but not limited to reasonable attorneys' fees.
- K. The Parties hereby modify Section 19 by deleting it in its entirety and substituting therefor the following:
 - 19. <u>Notice</u>. Any notice required or allowed hereunder shall be given in writing by serving the same upon the person to whom the notice is addressed either personally, by US mail, or by private delivery service at the following addresses or such other addresses as may be furnished in writing by any party to the other:

To Lessor:

Lance Chugg, Executive Director NPC Foundation 1611 S. Main St. Snowflake, AZ 85937

To Lessee:

Dr. Jeanne Swarthout, President Northland Pioneer College PO Box 610 Holbrook, AZ 86025-0610

- L. The Parties hereby modify Section 20 by deleting it in its entirety and substituting therefor the following:
 - 20. Ownership of Leasehold Improvements. Upon Lessee vacating the Property, any personalty and/or improvements not otherwise addressed within this Lease and placed on the Property by Lessee shall remain the property of Lessee, and Lessee shall have thirty (30) days following vacation of the Leased Premises to remove such personalty from the Property. Nothing in this paragraph shall prohibit the Lessor and Lessee from negotiating a longer period of time for removal, or from negotiating the sale of Lessee's improvements to Lessor. Following removal of all of Lessee's personalty from the Property, ownership of storage facilities currently located on the parking lot shall pass to Lessor, and the parties agree to execute any documents that either party deems necessary to memorialize that affect.
- M. The Parties hereby further modify the Lease Agreement by adding the following Sections to read as follows:
 - 21. Sublease and Assignment. Lessee may not, without Lessor approval, lease, assign or grant license to use any portion of the premises.
 - 22. <u>Waiver</u>. Failure of either party to pursue any right hereunder shall not be deemed to constitute a waiver of any rights hereunder. Any waiver, permit, or approval of any breach or default must be in writing.
 - 23. <u>Headings</u>. The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.
 - 24. <u>Governing Law</u>. This Lease shall be governed by the laws of the State of Arizona, both as to interpretation and performance.
 - 25. <u>Disputes</u>. All disputes between Lessor and Lessee, whether arising in law or in equity, shall be negotiated by the parties, and, if the parties are unable to negotiate, the parties shall select a mediator to mediate the differences. The parties shall share the expense of the selected mediator, provided, however, that each party shall bear the cost of presenting its argument at mediation, including the cost of any attorney fees for representation at mediation, if so desired. If either party brings an action to enforce performance of any of the covenants or conditions of this Lease, then the prevailing party shall be entitled to costs and attorney fees.
 - 26. <u>Entire Agreement and Amendments</u>. This Lease and any amendments hereto shall constitute the entire agreement between Lessor

and Lessee concerning the subject matter hereof. This Lease may be modified or amended only in writing duly executed by both parties.

- 27. <u>Cancellation</u>. This Lease may be cancelled in accordance with Arizona Revised Statutes §38-511 for conflict of interest.
- 28. <u>Savings Clause</u>. Should any section of this Lease be deemed to be invalid or unenforceable, the remainder of this Lease shall remain valid and in full force and effect.
- 29. <u>Entry</u>. Lessor shall have the right to enter upon the Property at reasonable hours to inspect the same, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the Property.
- 30. Other Uses on Land. Lessor shall have the right to put the Property to good and reasonable use, so long as such uses do not unreasonably interfere with Lessee's rights of use and enjoyment as outlined above.

To the extent that this Amendment to Lease Agreement modifies any existing obligations between the parties, such modifications shall not take affect until July 1, 2010, unless otherwise specifically provided for in the language of this Amendment to Lease Agreement. If the provisions of this Amendment to Lease Agreement conflict in any way with the provisions of the Lease Agreement, then the terms of this Amendment to Lease Agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease Agreement.

For Lessor:	
Date:	
	Lance Chugg, Executive Director
	The Northland Pioneer College Foundation, Inc.
For Lessee:	
Date:	
	Dr. Jeanne Swarthout, President
	Northland Pioneer College

LEASE

THIS LEASE made and entered into this 14th day of January, 2006, by and between NORTHLAND PIONEER COLLEGE FOUNDATION INC., an Arizona not for profit corporation (hereinafter called "Lessor"), and NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT, NORTHLAND PIONEER COLLEGE (hereinafter called "Lessee"):

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Leased Premises</u>. Lessor hereby leases to lessee, and Lessee hereby leases from Lessor, Leased Premises comprising (a) approximately 11,000 square feet of floor area in a building ("Building") located at 203 West Hopi Drive, Holbrook, Arizona, and (b) a vehicular parking lot across from the alley to the South of the Building. The Building and parking lot are situated on Lots 1, 2, 3, 4, 5, 41, 42, 43, 44, Block 12 KEMENICH Addition of the Holbrook townsite (Book 1, Page 8, Navajo County Arizona) to the City of Holbrook, Arizona.
- 2. <u>Term</u>. The term of this lease shall be ten (10) years and renewable at the expiration of the original term subject to the terms then negotiated and agreed upon by the Lessor and Lessee.
- 3. <u>Rent</u>. In lieu of rental fees for the Leased Premises, Lessee shall provide an Executive Director for Northland Pioneer College Foundation, Inc. Office space and general office supplies for the Executive Director shall also be provided.
- 4. <u>Use</u>. Lessee shall use or permit the use of the Leased premises for the purpose of general offices in connection with Navajo County Community College District-Northland Pioneer College. Lessee shall, at Lessee's sole cost, comply with all zoning, building and other requirements of municipal, state and federal authorities now in force, or which hereafter may be in force, pertaining to the use of the Leased Premises.
- 5. <u>Taxes and Assessments</u>. In addition to the rents and other payments herein provided, and during the entire term of this Lease, Lessee shall pay all property taxes and assessments if levied by Navajo County.

- 6. <u>Utilities</u>. In addition to the rents and other payments herein provided, Lessee shall pay prior to delinquency all water, gas, light, power, telephone, sewage, refrigeration, air conditioning, heat and ventilation, janitorial, landscaping and all other materials and utilities used in connection with or supplied to the Leased Premises.
- 7. <u>Indemnity</u>. During the term of this Lease, Lessee shall indemnify and hold Lessor harmless from each and every liability loss, cost, damage, cause of action, claim demand judgment, and expense, including reasonable attorneys' fees.

8. Insurance.

- (a) Lessee shall keep in full force and effect, at Lessee's expense, a policy of public liability insurance with respect to the Leased Premises and the business of Lessee, in which both Lessor and Lessee shall be adequately covered under limits of liability of not less than One Million Dollars (\$1,000,000) combined single limit for injury or death to any person or persons or for damage to property arising from any one occurrence.
- (b) Lessee shall keep in full force and effect at Lessee's expense a policy to keep the Building insured against loss or damage by fire and the hazards covered by extended coverage insurance.
- (c) Lessee shall have its own insurance in force prior to moving any fixtures, equipment or other personal property of any kind into the Leased Premises. Lessor shall have no liability whatsoever with respect to any loss or damage to Lessee's personal property, regardless of cause, and Lessee assumes all risk of damage or loss to such personal property upon the Leased Premises.
- 9. Condition of Premises. Lessee shall take the Leased Premises "as is" and in such physical condition as they are upon in commencement of the term of this Lease. Lessor shall not be liable for any damage or injury to either persons or property sustained by Lessee, its agents, employees, guests, invites, or licenses, or any subtenant, or to any other person or entity whatsoever due in any way to the condition of the Leased Premises, including without limitation damage or loss caused by water, sewage, sewer or leaking of pipes or plumbing works or by robbery or theft and whether such damage or loss be caused or occasioned by any thing or circumstances, whether of a like nature or of a wholly different nature, and Lessee shall indemnify and hold Lessor harmless from any liability therefore or expenses incurred in defending any claim made against Lessor or account thereof.

- 10. Casualty. If the Building or improvements of which the Leased Premises are a part shall be destroyed or damaged in whole or in part by fire, or by act of God, or occurring by reason of any cause whatsoever, Lessee shall give immediate notice thereof to Lessor, and Lessor shall repair and rebuild the same, unless Lessor elects not to repair or rebuild as hereinafter provided. Any insurance proceeds actually paid for such destruction or damage may be applied by Lessor to Lessor's costs and expenses for such repairs or rebuilding. If Lessor elects to repair or rebuild, Lessor shall, within sixty (60) days after such damage or destruction, give Lessee notice thereof and shall then proceed with reasonable diligence to repair or to rebuild. Unless Lessor elects to terminate this Lease in accordance with the terms hereof, this Lease shall remain in full force and effect, and the rents reserved in this Lease, as well as all other charges payable hereunder, shall be paid by Lessee in accordance with the terms of this Lease, without abatement, diminution or reduction. If Lessor should elect or be obligated to repair or rebuild because of any damage or destruction, Lessor's obligation with reference to rebuilding, including interior improvements, shall be limited to the extent of insurance proceeds actually paid to the Lessor for such damage or destruction, and any additional expense or rebuilding requested by Lessee shall be the obligation of the Lessee.
- 11. <u>Eminent Domain</u>. If the Leased Premises, or such a substantial portion thereof as shall prevent Lessee from conducting its business under this Lease, shall be taken by proper authorities for public or quasi-public use, Lessor or Lessee may terminate this Lease by giving the other written notice of such termination within two (2) months after such taking and the rent shall abate during the unexpired portion of this Lease, effective from the date when possession of the part so taken shall be required for the use and purpose for which it has been taken.
- 12. <u>Maintenance and Repairs</u>. Lessee at Lessee's expense shall maintain in good and clean condition and make all repairs to the Leased Premises and to the vehicular parking and access areas for the South Parking Lot.
- 13. <u>Lessee's Improvements</u>. Lessee at Lessee's expense may make such alterations and improvements to the Leased Premises and in and about the vehicular parking and access areas for the South Parking Lot as may be necessary or desirable for Lessee's use of the Leased Premises: provided, however, that: Lessee shall make no alterations or improvements which may impair the structural strength of the Building, including its roof and outside walls, or which may conflict with any existing provisions of any mortgages or deeds of trust concerning the Building.
- 14. <u>Liens</u>. If the Leased Premises or any part thereof, or Lessee's leasehold interest therein, shall at any time prior to or during the term of this Lease become subject to any vendor's, mechanic's, laborer's or materialmen's lien based upon the furnishing of material, labor or professional services to Lessee or the Leased Premises and contracted for by Lessee, Lessee shall cause the same, at Lessee's expense, to be discharged within twenty (20) days after notice thereof, and Lessee shall indemnify and hold Lessor harmless from all liability, loss and expense, including reasonable attorneys' fees, arising from such a lien.

- 15. <u>Default</u>. If Lessee should fail to pay any sum required by this Lease to be paid to Lessor at the times or in the manner provided herein, or if default should be made in any of the other covenants or conditions on Lessee's part to be performed hereunder and if such other default should continue for thirty (30) days after written notice thereof from Lessor to Lessee, then Lessor shall have the right, at Lessors option, in addition to and not exclusive of any other remedy Lessor may have under this Lease or by operation of law, without any further demand or notice to report to one or more of the following: (a) re-enter the Leased Premises and eject all persons therefrom, using all reasonable necessary force so to do: (b) lock the doors to the Leased Premises and exclude Lessee therefrom: (c) retain or take possession of any property in the Leased Premises pursuant to Lessor's landlord lien: (d) declare this Lease as at an end and terminated.
- 16. <u>Legal Expenses</u>. In the event of any suit instituted by either Lesor or Lessee against the other in any way connected with this Lease, or for the recovery of rent or possession of the Leased Premises, the successful party to any such action shall recover from the other party reasonable attorneys' fees and court costs in connection with said suit.
- 17. <u>Subordination</u>. This Lease and the estate granted hereby shall be subject and subordinate to the lien of any mortgage or mortgages, trust deed or trust deeds, which now or hereafter may constitute a lien on the Leased Premises.
- 18. <u>Surrender</u>. Upon the expiration of the term or terms of this Lease, or upon the earlier termination of this Lease, Lessee shall surrender up peaceable possession of the Leased Premises in good condition and repair, subject to the provisions of Lessor's improvements, reasonable wear and tear excepted.
- 19. <u>Notices</u>. Any notice required or permitted to be given or served by either party to this Lease shall be deemed to have been given or served upon delivery to the intended recipient, or on the second business day after deposit in the United States mail and sent certified or registered, when made in writing, addressed as follows:

Lessor: The Northland Pioneer College Foundation, Inc.

P.O. Box 610

Holbrook, AZ 86025

Lessee: Navajo County Community College District

Northland Pioneer College

P.O. Box 610

Holbrook, AZ 86025

20. <u>Entire Agreement</u>. This lease constitutes the entire agreement between Lessor and Lessee. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless set forth in writing and duly executed by both Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

THE NORTHLAND PIONEER COLLEGE
FOUNDATION, INC.
By Clastic Columnia
Its President
"Lessor"
100001
NAME OF THE PROPERTY OF THE PR
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT NORTHLAND PIONEER COLLEGE
NORTHLAND FIONEER COLLEGE
By Sangasan
Its President
"Lessee"
STATE of <u>Arizona</u>) County of <u>Navaja</u>)
County of //ways)
a. hy
The foregoing instrument was acknowledged before me this
Helmany, 2006, by Helmany, 2006, by himself to be the PRAIDENT at Navajo County Community
himself to be the PERIOFUT at Navajo County Community
College District Northland Pioneer College, on behalf of the college.
"OFFICIAL SEAL" Helen E. Yazzie
(日本語) Notary Public-Arizona
Navajo County My Commission Engires 9/19/2008 Notary Public
My Commission Expires:
my Commission Expires.
9-19-2008

STATE OF ARIZONA)	
) ss.	
County of Navajo)	
The foregoing instrument was acknowledged before me this / 2 day	of
January, 2006, by CHARLES ILAN DEICCLON, PRESIDENT	
Of THE NORTHLAND PIONEER COLLEGE FOUNDATION, INC., an Arizona not	
for profit corporation, on behalf of the corporation.	
"OFFICIAL SEAL" Emma Hillend Notany Public Asissas	
Notary Public Arizona Navajo County My Commission Expires 9/9/2008	
My Commission Expires:	
9/9/08	

Request to Approve Video Equipment Purchase

Recommendation:

Staff recommends approval of the purchase of four Tandberg video end point units from BT Conferencing Video, Inc. at a price not to exceed \$123,000.

Summary:

As part of the replacement plan to ensure the quality and reliability of classroom video systems, staff recommends the purchase of four Tandberg video end point units to replace nine-year-old equipment in the Video 1 classrooms at WMC, PDC, SCC and WRV. A revised Video Equipment Replacement Plan is attached.

Equipment currently in place at the four locations no longer has maintenance and support available due to the age of the equipment.

In addition to these four proposed purchases and upon the closure of the Heber Center after the Spring 2010 semester, video equipment from the Heber Center will be used to replace equipment at the Kayenta Center. Moving this equipment will provide a significant upgrade at the Kayenta Center and save approximately \$25,000 in lieu of purchasing replacement equipment for this location.

Information Service staff will be conducting the installations for this round of replacements and will result in a savings of nearly \$11,000.

The attached quote from BT Conferencing Video, Inc. in the amount of \$112,269.90 does not include sales tax and freight charges that are estimated to be approximately \$10,500. Including these estimated costs results in a request of approximately \$122,800.

The cost of this purchase will be spread out over three years through a lease to purchase arrangement.

This recommendation contributes to the following priorities of NPC's current Strategic Plan:

- Pillar 3, Priority 1, Goal 3.1.1 Enhance technology resources and infrastructure to increase and improve support for college operations while reducing the college's impact on the environment.
- Pillar 6, Priority 2, Goal 6.2.2 Establish a preventative facility and equipment maintenance program



ver. 042010

Northland Pioneer College Video Equipment Replacment Plan

Location	Equipment	Install Date	Orig. Replacement Cycle	Rev. Replacment Cycle	Recommended Equipment
PDC V1	o 0009	00/6/6	2010-2011	2010-2011	6000mxp
WMC V1	o 0009	00/6/6	2010-2011	2010-2011	6000mxp
SCC V1	o 0009	00/6/6	2011-2012	2010-2011	6000mxp
WRV V1	o 0009	11/21/01	2011-2012	2010-2011	Edge 95
KAY V2	o 0009	2/1/03	2011-2013	2010-2011	880mxp *
HEB V2	980 mxp	9/15/07	2013-2014		
SCC V2	dxm 0009	6/17/07	2013-2014	TBD	TBD
WMC V2	dxm 0009	6/17/07	2013-2014	TBD	TBD
WRV V2	980 mxp	5/20/07	2014-2015	TBD	TBD
HOP V2	880 mxp	6/1/08	2014-2015	TBD	TBD
PDC V2	6000 mxp	6/25/08	2014-2015	TBD	TBD
LCC V2	6000 mxp	7/15/10	TBD	TBD	TBD
LCC V1	dxm 0009	7/15/10	TBD	TBD	TBD
				Unknown: Equipment is at	
SPE V2	c 6000 c	Unknown	Unknown	end of life, no service	TBD by Apache County
				agreements available	
				Unknown: Equipment is at	
STJ V2	c 0009	Unknown	Unknown	end of life, no service	TBD by Apache County
				agreements available	
MCU	MGC +50 MCU	1/11/06	TBD	TBD	TBD

* Existing Heber Center equipment will be transferred/installed for use.



Quote STATE OF ARIZONA CONTRACT # EPS060125-3

BT Conferencing Video, Inc. 11400 Westmoor Circle Westminster, CO 80021 Suite 225

Ship To:

Sales Rep. Dave Condolora

04/05/2010
 Quote #
 70267.01

 Date
 04/05/201

> (480) 488-4966 (480) 575-7920 Phone

Our Remit To Address is: BT Conferencing Video, Inc.

Fax

Email

dave.condolora@bt.com

Dallas, TX 75395-1842 P.O. Box 951842 303-448-7853 Northland Pioneer College mira.white@npc.edu 102 First Avenue Attn: Receiving 928 524 7407 United States Holbrook, AZ Mira White 86025 Northland Pioneer College Attn: Business Office mira.white@npc.edu United States 928 524 7407 Holbrook, AZ PO Box 610 Mira White 86025

Qty Description	Unit Price	Ext. Price
Tandberg HD Integrator		
3.00 Tandberg - Video Equipment: Educator MXP Integrator Pack, NPP - Supplied w/ Single Precision HD Cam Includes Touchpanel	\$30,710.00	\$92,130.00
3.00 BT Conferencing Support One Care Remote for Tandberg Educator MXP Integrator Series, 1 Year	\$2,194.50	\$6,583.50
3.00 Tandberg - AudioSciences Microphone Series - Microphone	\$1,102.60	\$3,307.80
3.00 Tandberg - PrecisionHD Camera Series - Cable: Ext. Cable Kit incl. 3 cbl segments w/repeaters & ps	\$281.20	\$843.60
Tandberg HD	Tandberg HD Integrator total	\$102,864.90

	Tandberg HD Integrator total	\$102,864.90
Tandberg Edge 95		
1.00 Tandberg - Edge 95 Series - Video Unit: with TANDBERG PrecisionHD Camera, NPP and MS	\$8,436.00	\$8,436.00
1.00 BT Conferencing Support One Care Remote for Tandberg Edge 95 Series, 1 Year	\$969.00	\$969.00
	Tandberg Edge 95 total	\$9,405.00

\$112,269.90 \$112,269.90

Total

Subtotal

QUOTE TERMS AND CONDITIONS:

Any sales of equipment or manufacturer's maintenance under this Quote shall be governed by BT Conferencing Video Inc.'s standard terms to be found at http://www.btconferencing.com/btc/company/legal/

If applicant chooses to change Service Providers for any reason, prior to the completion of this contract with BT Conferencing Video Inc., applicant will be subject to a 25% fee of the total contract amount.

Pricing:

Shipping, Taxes, handling charges, VAT or Customs charges are not included in the quoted price unless explicitly identified on the quote.

The cost of freight and in-transit insurance incurred by BT Conferencing Video Inc. will appear as an additional charge on Customer's invoice.

All equipment sales are FOB origin, shipping prepaid and added.

Quotes are valid for 30 days.

Pricing shown is for units sold and shipped in the United States unless otherwise stated.

nvoice terms are net 30 days.

Additional network connectivity may be required for activation of Remote Equipment Monitoring as a stand alone service or bundled with One Care Plus. Network ees are not included unless otherwise stated

stallations:

Equipment and services may be invoiced separately depending on installation schedules.

<u>_</u> It is your responsibility to prepare sites for installation prior to a scheduled installation date. Site preparation includes all facility requirements including network. he event the site is unprepared at the time of scheduled installation and a return visit is required, you will be billed a 2nd trip charge of \$1500. nstallations cancelled with less than 72 hours notice are subject to a \$1500 installation fee.

All installations must be completed within 4 months from the order date or an invoice will be sent, excluding installation.

BT Conferencing Video Inc. standard lead time for installation services is 30 days from the date of order release.

nstallation services include system orientation for up to 1 hour performed by a Field Engineer.

Returns:

Custom products are non-returnable and may require a non-refundable deposit.

Returns are subject to a minimum re-stocking fee of 25% of the list price of the items being returned. No defective item may be returned without prior RMA approval from BT Conferencing Video Inc. Any return must be received by BT Conferencing Video Inc., or the manufacturer where applicable, within 15 calendar days of delivery or you will be invoiced for the defective item at the current published MSRP price.

Warranty & Maintenance Agreements:

Standard Manufacturer warranties apply on all equipment.

All equipment warranties shall commence upon delivery of the equipment to the customer site.

Any special warranty terms other than BT Conferencing Video Inc. standard offerings are warranted only by the manufacturer and its terms and conditions. You are BT Conferencing Video Inc. maintenance coverage begins on the date of the service invoice. Maintenance coverage is billed in advance annually.

BT Conferencing Video Inc. does not cover 'burn-in' on plasmas or similar flat panel monitors.

responsible for special warranty work unless specifically covered under a BT Conferencing Video Inc. Maintenance contract.

Service Level Agreements are available on custom One Care programs only and are not included in the standard offer.

or the manufacturer where applicable, within 15 calendar days of delivery or you will be invoiced for the defective part replacement at the current published MSRP price. No replacement item may be returned without prior RMA approval from BT Conferencing Video Inc. Any such return must be received by BT Conferencing Video Inc.,

This Quote is not binding on BT Conferencing Video Inc. until accepted by BT Conferencing Video Inc. by signature of its representative below.

This Quote is confidential between the customer and BT Conferencing Video Inc. and may not be shown or distributed without prior written approval from BT

Conferencing Video Inc. BT Conferencing Video, Inc.

Customer

Authorized Signature		Authorized Signature	
Print Name D	Date	Print Name	Date
		By checking this box I elect out of BT Conferencing Video maintenance coverage. I understand by doing so standard manufacturer warranties apply as delivered by the manufacturer.	T Conferencing Video so standard he manufacturer.

Request to Approve Program Modifications

Recommendation:

Staff recommends approval of program modifications approved by the Instructional Council.

Summary:

- 1. Instructional Council approved a new Industrial Technology (ITP) hybrid Operations/Maintenance Certificate of Proficiency consisting of the following 28 credits:
 - ITP 210 Power Principles I − 6 cr.
 - ITP 211 Power Principles II 6 cr.
 - ITP 201 NCCER Core Curriculum 4 cr.
 - ITP 230-Industrial Maintenance Level 1 6 cr.
 - ITP 231-Industrial Maintenance Level 2 6 cr.
- 2. Instructional Council approved necessary extensive modifications to the Administration of Justice Studies (AJS) Associate of Applied Science (64 cr.) degree as a result of the Board approved elimination of the Parks and Recreation, Heritage Preservation and Tribal Court Advocacy programs. Changes to the AJS degree include:
 - A reduction of core credit hours from 33 to 30.
 - An increase of unrestricted elective credit hours from 3 to 18.
 - The addition of AJS 130 Criminal Procedure 3 cr., AJS 145 Evidence 3 cr. and AJS 240 Corrections as a System 3 cr. to the core requirements replacing HUS 111, PSY 270 and SPT 120.
 - The deletion of ANT 101 from the core requirements.
 - The deletion of core courses belonging to deleted programs: COR 123, HPP 108, TCA 130, TCA 145 and TCA 160.
 - The deletion of the Drug Abuse, Tribal Legal Systems and Cultural and Natural Resources and Law areas of specialization.



- **3.** As a result of the Computer Technology Program (CTP) deletion, Instructional Council approved the replacement of CTP 150 and CTP 180 with new Computer Information Systems (CIS) courses CIS 140 and CIS 145 in the following AAS degrees:
 - Medical Assistant, required electives delete CTP 150 and add CIS 140.
 - Electronics Technology, required electives delete CTP 150, CTP 252, CTP 253 and add CIS 140.
 - Computer Technology in Business delete CTP 150 and CTP 180 from the core requirements and add CIS 140 and CIS 145; delete CTP 180 and CTP 253 from required electives.
 - Computer Information Systems delete CTP 150 from the CIS area of specialization core requirements and add CIS 140; delete "Any CTP course 1-6 cr." from the AAS required electives list and add CIS 140 and CIS 145.
 - Business delete CTP 150 from the list of additional required electives and add CIS 140.
 - Administrative Information Services, AIS area of specialization delete CTP 150 and add CIS 140.
- **4.** Instructional Council approved the deletion of the Database Management area of specialization from the Computer Information Systems AAS degree.



Proposed Revisions to Employment Procedure and Contracts

Background:

The attached proposed procedure is a revision of the existing procedure on Reduction in Force and has been expanded to address adjustments in work hours and compensation and furloughs along with reduction in force. The revised procedure allows for increased flexibility with ongoing concerns about the State budget and general economic conditions.

The attached contracts are proposed to replace current employee contract language at the beginning of the next contract period (July 1, 2010) and will allow the college increased flexibility with the current uncertain economic conditions, including ongoing concerns about the State budget.

Staff will review the procedure and contracts during the study session and answer questions.



Procedure 2720

REDUCTIONS IN FORCE/WORK HOURS/COMPENSATION AND FURLOUGHS

A. Purpose

A reduction in force, a reduction in work hours, a reduction in compensation and/or a furlough may occur for a variety of reasons, including (but not limited to): changes in or decreases to work requirements, reorganization, a decline in enrollment, elimination of educational or administrative services or programs, reduced funding, or financial constraints. When such situations occur, the College may find it necessary to reduce the workforce through employee layoffs and/or reductions in employee work hours and compensation and/or mandatory furloughs.

These procedures were developed in order to provide an orderly and equitable process for such a reduction in force or compensation if the College finds it necessary to make such reductions.

B. Affected Employees

Employees covered under this procedure are continuing contract faculty members, any staff members who have completed their probationary period and administrative/professional staff who have been employed in regular budgeted positions. Employees who are on an approved leave of absence for any reason may be subject to this procedure. Grant funded positions are also included in this procedure. This Procedure is not intended to cover student employees, temporary employees, or probationary employees; under the above conditions, such employees could be terminated.

C. Procedure

- 1. If the College President determines that a reduction in force, a salary reduction, or a furlough is necessary, based on the criteria set forth in section A above, the President shall determine which employee(s) shall be laid off, and shall issue notices to the affected employees of the decision regarding non-renewal of employment contracts, furloughs, elimination of positions, or reduction in hours and/or salaries. The determination shall be based upon equal treatment of all employees without regard for sex, race, color, age, religion, national origin, sexual orientation, disability, or veteran status. The determination shall be based upon the job classification(s) within the department or departmental program(s) affected by the reduction, and shall include consideration of the following factors (but is not limited to the following factors):
 - a. Employment status;
 - b. Goals and objectives set forth in the College's Strategic Plan;
 - c. Skills and abilities of employee, including whether employee can continue to perform current or different job duties after any potential reorganization;
 - d. Performance of employee, including past job performance evaluations and other performance-related documentation in the employee's file(s);
 - e. All other factors being equal, length of service to the College. Regular full-time or part-time employment and initial consecutive contract year without a break in service and will be counted towards years of service. Periods of employment that were temporary or unpaid leaves will not count toward accrued years of service. Employees who return to regular employment after having participated in an employee leasing arrangement accrue years of service from the initial date of the employee's return to regular employment with the College, in accordance with College Procedure 2708.
- 2. Once the President makes a determination based upon the above process, the affected employees shall be notified in writing of the President's decision. The notice to the affected employee shall be provided to that employee not later than ninety (90) days prior to the Page 1 of 3

- effective date of the reduction in force and/or salary reduction and/or reduction in work hours and/or furlough.
- 3. Prior to the reduction in force and/or salary reduction and/or reduction in work hours and/or furlough going into effect, the affected employees shall be entitled to a review of the decision by submitting a written request to the HR Director within five (5) working days of receipt of notice. If a timely request for review of the recommendation is made, the HR Director will meet with the requestor within ten (10) working days to respond to the concerns of the requestor, to explore alternative options with the requestor, and to determine whether the release from employment, reduction in salary or work hours, or furlough is consistent with the objectives of the College. The HR Director shall take into consideration the basis for the President's decision and shall provide the opportunity for the employee to respond orally or in writing. The HR Director may consolidate requests for a review in order to expedite requests, although each request will be reviewed based on its own merits and the HR Director will render a recommendation accordingly.
- 4. The HR Director will forward a written recommendation to the President within ten (10) working days following the meeting with the employee.
- 5. The President shall consider the recommendation and render a final decision to uphold or reverse the decision to release the employee, put the employee on furlough, or reduce the employee's salary or work hours. The President's decision shall be final in cases where a release of the employee, reduction in work hours, or furlough is determined to be in the best interests of the College, and the action shall be effective at the expiration of the ninety (90) day period referenced in section (C)(2) above.
- 6. In cases where the President determines that a salary reduction of any sort is the proper course of action, the matter shall then be brought before the Governing Board for approval, and shall be effective at the expiration of the ninety (90) day period referenced in section (C)(2) above.
- 7. Any reasonable requests for an extension of time under this Procedure shall be granted by the HR Director or the President at his or her sole discretion.

D. Procedures Following Reduction In Force (not applicable to salary reduction, reduction in work hours, or furlough):

- 1. During a one (1) year period from the date of termination, the affected employee is considered to be on layoff status and shall be offered reemployment in the same or similar position if one becomes available. The individual will have ten (10) working days in which to accept or decline the offer. To qualify for an offer of reinstatement, the released employee must inform the College's Human Resources Department of his or her availability for work and current mailing address throughout the one (1) year period. Written notice of any offers of reemployment shall be sent to the employee's current address on file with the College's HR Department. After one (1) year following the effective date of layoff the employee will have no further hiring priority rights for College employment.
- 2. Layoff status will impact the benefits of affected employees in the following ways:
 - a. Retirement service credit is not accrued during the layoff period.
 - b. Health benefits are covered to the extent permitted under COBRA regulations. If the employee elects to continue health coverage, he or she must pay the entire premium for the insurance which includes both the employee's and the College's portion.

- c. Annual or any other leave benefits are not accrued during the layoff period. Annual leave or any other leave benefits due at the beginning of the layoff period will be paid to the affected employee at normal paycheck distribution time following the date of layoff.
- d. Sick leave is not accrued during the layoff period, but sick leave hours accrued at the time the employee is placed on layoff status will be retained. Sick leave benefits may not be used during the layoff period.
- e. Employees on layoff status and their eligible dependents may continue to participate in the employee tuition waiver program during the one (1) year period.
- f. The HR Department will assist the laid off employee to find new employment by providing position opening notices and other services as appropriate for three (3) months following the layoff.

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT/NORTHLAND PIONEER COLLEGE 2010-2011 Employment Contract

Employee:	·				_						
Pioneer	College	and entered i ("College"),	a poli	tical	subdivision	of					
description designated Policies an herein) as	n attached he herein. End Procedu they exist a uring the term	ys, and Emplonereto, and sumployee shalures (which areat the time this mof this Contract.)	ch other di I faithfully pe hereby i Contract is	uties wi perform ncorpor	thin the Coll the duties or ated into the	ege as of this is docu	the Coposition the contract of	ollege ma and to by refere	ay assignous comply ence as	gn, for the y with all 0 s if fully se	period College et forth
				_	Location:						_
Departmer	nt:			FTE:		<u>-</u>	Гуре: _				
Salary Sch	nedule:				В	ase Sa	lary:		 		
Start Date:	:			End D	Date:						

In consideration for the performance of the above service and in addition to the Base Salary listed above, the College agrees to provide Employee such benefits as established by College Policy and Procedure and for which Employee is eligible.

Employee agrees that any time after execution of this Contract, the Base Salary specified above may be reduced due to changes in or decreases to work requirements, reorganization, a decline in enrollment, elimination of educational or administrative services or programs, reduced funding, financial constraints, or any other reason permitted under Procedure 2720. The Employee shall be given not fewer than ninety (90) calendar days notice of any reduction in force, salary reduction, or work hours, or a furlough, that occurs pursuant to this paragraph. This Contract is also contingent upon College or other work location to which Employee is assigned remaining open and in full operation for the entire term of this Contract. Any necessary furloughs or reductions in salary, work hours, or personnel will be carried out in accordance with College Policy and Procedure and applicable Arizona law in effect at the time this contract is executed. College retains the right and sole discretion to change the work location to which Employee is assigned.

If Employee takes leave time in excess of that for which Employee is eligible under College Policy and Procedure, or is absent without permission or in violation of College Policy and Procedure, a pro-rata reduction shall be made in the amount of compensation due under this Contract or any Addendum to this Contract. Salary adjustment on a pro-rata basis means that the salary of an affected employee will be modified by the same percentage as each of the other affected employees' salary is modified. Employee may also be subject to discipline for any unauthorized leave.

If Employee believes a mistake has been made in Employee's placement on the salary schedule, Employee shall have fifteen (15) working days from the effective date of this Contract to notify College of the perceived mistake. If College finds an error concerning placement on the salary schedule, College shall notify Employee and a payment schedule will be set up to correct any such error.

No future position or contract is offered or guaranteed, Employee shall not have an automatic right to a contract for the following year, and the parties hereby agree that Employee is not entitled to renewal of this Contract, except as expressly provided in College Policies and Procedures.

Employee expressly affirms that Employee understands that College may dismiss Employee for reasons including (but not limited to) the following: failure to perform under this Contract, for any violation of College Policies and/or Procedures, and/or if, in the judgment of the College, the interests of education require the removal of the Employee in accordance with A.R.S. § 15-1444(A) (8). The parties hereby agree that dismissal of Employee for cause will occur in accordance with College Policies and Procedures.

This Contract is expressly conditioned on the following: if this is Employee's first year as an employee with College, Employee receiving satisfactory clearance under the E-Verify Program. Failure to receive such clearance will render this Contract null and void.

This Contract must be signed and returned within fifteen (15) calendar days from the date the Contract is offered or it will be considered void. This Contract shall not be valid and binding until it has been signed by both parties; until such time, this document shall be considered an offer by the Employee to meet the obligations and perform the duties described herein, which, when accepted, as indicated by signature, by the College, shall become a binding contract.

This Contract and all of its attachments/addenda contains the entire agreement between the parties and any prior or contemporaneous agreements, whether written or oral, are superseded and voided by execution of this Contract. To be effective, any subsequent amendment or addendum to this Contract must be in writing and signed by both parties.

IN WITNESS WHEREOF, we have hereunto set our hands to this Contract:

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT/ NORTHLAND PIONEER COLLEGE PRESIDENT

	Date:	
ACCEPTED:		
EMPLOYEE		
SIGNATURE:	Date:	
Delivery Location:	Date:	

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT/NORTHLAND PIONEER COLLEGE 2010-2011 Employment Contract

Administrator:		
Job Title:	Location:	
	by and between the President of the Navajo County Communi College"), a political subdivision of the State of Ariz ("Administrator"), an individual.	
described in the job description attached President may assign, for the period diposition and such other duties as may be are hereby incorporated into this document.	istrator hereby agrees to be employed, by College to perform d hereto, and such other duties within the College as the College signated herein. Administrator shall faithfully perform the dute assigned and to comply with all College Policies and Procedu ent by reference as if fully set forth herein) as they exist at the plemented, revised or amended by the College during the te	ege or the ties of this res (which e time this
	the above service and in addition to the Base Salary listed a such employee benefits as established by College Policy and	
reduced due to changes in or decreases of educational or administrative services permitted under Procedure 2720. The notice of any reduction in force, salar paragraph. This Contract is also cor assigned remaining open and in full or reductions in salary, work hours, or personal contract is also coreductions in salary.	er execution of this Contract, the Base Salary specified above to work requirements, reorganization, a decline in enrollment, or programs, reduced funding, financial constraints, or any oth Administrator shall be given not fewer than ninety (90) cale or reduction, or work hours, or a furlough, that occurs pursual tingent upon College or other work location to which Administration for the entire term of this Contract. Any necessary further time this contract is executed. College retains the right which Administrator is assigned.	elimination her reason endar days ant to this nistrator is irloughs or Procedure
offered or guaranteed, Administrator shaparties hereby agree that Administrator the Administrator from employment at accordance with College Policies and entitled to a payout of the monies of Administrator wish to leave employment	, 2010, to, 2011. No future position or of all not have an automatic right to a contract for the following years not entitled to renewal of this Contract. If the College wishes any time during this term of employment, the College may Procedures; however, under those circumstances the Admir wing to Administrator under the terms of this contract. So with the College during the pendency of this contract, Administrator) days' notice of Administrator's leaving employment.	ar, and the to dismiss do so in nistrator is Should the
or it will be considered void. This Contr	ned within fifteen (15) calendar days from the date the Contract act shall not be valid and binding until it has been signed by be	oth parties;

until such time, this document shall be considered an offer by the Administrator to meet the obligations and perform the duties described herein, which, when accepted, as indicated by signature, by the College, shall become a binding contract.

This Contract and all of its attachments/addenda contains the entire agreement between the parties and any prior

This Contract and all of its attachments/addenda contains the entire agreement between the parties and any prior or contemporaneous agreements, whether written or oral, are superseded and voided by execution of this Contract. To be effective, any subsequent amendment or addendum to this Contract must be in writing and signed by both parties.

IN WITNESS WHEREOF, we have set our hands to this Contract:

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT/ NORTHLAND PIONEER COLLEGE

PRESIDENT	
	Date:
ACCEPTED:	
EMPLOYEE	
SIGNATURE:	Date:
Delivery Location:	Date:

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT Statement of Financial Position

For the period

July 1, 2009 to February 28, 2010

Budget Period Expired

%29

% 73,946 0 \$0 \$73,946 Y-T-D Actual 18,313 0 Current Month \$18,313 \$ Actual 0 \$0 0 \$0 Budget 41% %29 %29 39% 36% % 10,334 1,507,500 875,917 \$875,917 Y-T-D Actual \$1,517,834 1,397 187,500 Current Month 128,633 \$128,633 \$188,897 Actual 25,000 2,250,000 2,275,000 \$2,275,000 \$2,275,000 Budget 92% 80% 41% 23% 161% 53% 23% 58% 43% 36% 64% % 4,968,000 3,455,646 71,363 169,986 161,047 (1,577,029) 9,129,619 2,826,044 156,085 7,303,068 2,692,500 \$12,111,748 Y-T-D Actual \$17,244,581 1,340,125 294,459 13,990 6,087 19,942 (187,500) 280,010 69,032 9,779 \$1,648,574 Current Month \$197,350 Actual 5,386,500 4,335,000 175,000 750,000 100,000 (2,950,000) 15,870,152 6,506,448 437,400 \$22,814,000 11,344,683 4,250,300 \$23,391,483 Budget Maintenance and Operations TOTAL EXPENDITURES Tax Supported Funds TOTAL REVENUES Operating Expenditures Grants and Contracts Capital Expenditures Other Miscellaneous Secondary Tax Levy Investment earnings Salaries and Wages Primary Tax Levy **Tuition and Fees** Equalization **EXPENDITURES** REVENUES Capital Transfers: State Aid:

Restricted, Auxilary and Agency Funds

Board Designated Donation Grants and Contracts Investment Earnings Sales and Services Bookstore REVENUES Donations Transfers:

Operating Expenditures Capital Expenditures Salaries and Wages **EXPENDITURES**

TOTAL REVENUES

TOTAL EXPENDITURES

cy		Y-T-D Actual		5,145		\$5,145		3,044	\$3,044
Agency	Current Month	Actual		999		\$665		0	0\$
		Budget		0		0\$		0	0\$
		%		108%	%0	85%	26%	20% 0%	%09
L)		Y-T-D Actual		1,084,770 43,939	0	\$1,128,709	93,386	595,013	\$688,399
Auxiliary	Current Month	Actual		16,519 8,985	0	\$25,504	10,159	19,721	\$29,880
	0	Budget		1,000,000 70,000	300,000	\$1,370,000	166,207	1,199,793 4,000	\$1,370,000
ı		%	33%		17%	31%	%02	%26	91%
icted		Y-T-D Actual	1,514,676		69,529	\$1,584,205	585,951	4,007,336	\$4,593,287
Restric	Current Month	Actual	200,681			\$200,681	90,157	325,873	\$416,030
	O	Budget	4,650,000		400,000	\$5,050,000	838,787	4,211,213	\$5,050,000

%

Cash flows from all activities (YTD)
Cash used for all activities (YTD)

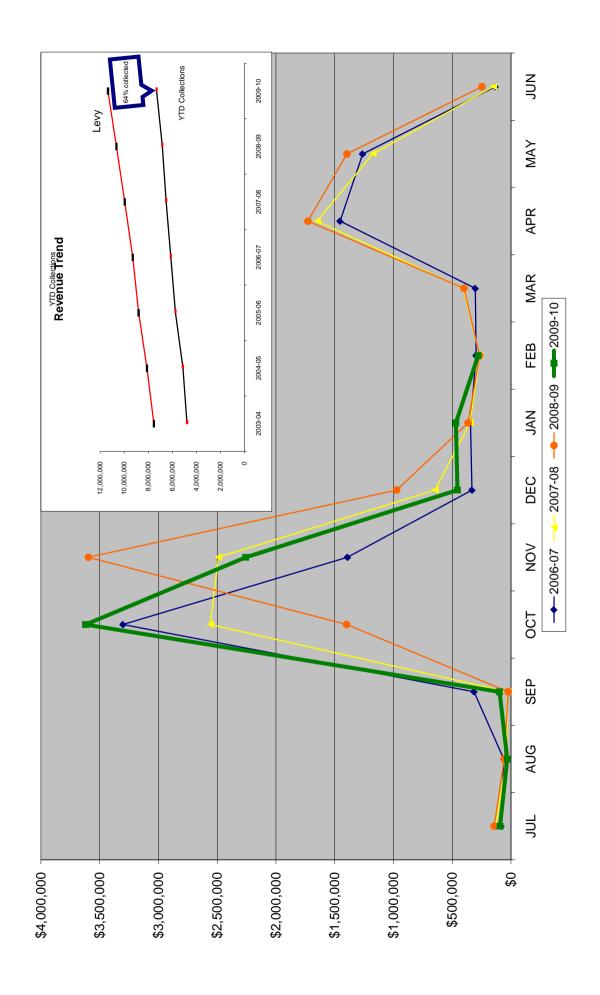
Net Cash for all activities (YTD)

\$ 3,282,025

21,554,421

Prepared 3/24/2010

Monthly Primary Property Tax Receipts



DAILY FTSE REPORTSpring Semester 2010

,		2010 2010								
				2010 Special FTSE*	cial	2009 Special FTSE*	cial	Reg FTSE	Reg FTSE	FTSE
	2010		2009	NAVIT	DUAL	NAVIT	DUAL	2010	2009	Difference
Little Colorado	199.5	FTSE	191.4	31.1	14.4	36.5	12.8	153.9	142.0	11.9
Painted Desert	185.8	FTSE	196.2	22.4	38.1	34.4	52.5	125.3	109.4	15.9
Silver Creek	270.0	FTSE	257.1	41.3	41.4	61.3	47.3	187.3	148.4	38.9
White Mountain	6.989	FTSE	8.902	92.3	112.7	118.8	122.7	481.9	465.3	16.5
Subtotal	1342.2	FTSE	1351.5	187.1	206.7	251.1	235.3	948.4	865.2	83.2
ALU	3.2	FTSE	2.3	0.4	0.0	0.0	0.0	2.8	2.3	0.5
CDA	29.4	FTSE	45.5	0.0	0.0	0.0	0.0	29.4	45.5	-16.1
DOC	25.0	FTSE	102.3	0.0	0.0	0.0	0.0	25.0	102.3	-77.3
Heber	14.6	FTSE	25.1	0.0	3.5	0.0	4.5	11.1	20.5	-9.4
Hopi	26.7	FTSE	56.1	0.0	5.1	0.0	2.2	54.6	53.9	0.7
Internet	185.1	FTSE	148.1	1.1	0.0	1.6	0.0	184.0	146.5	37.5
Kayenta	36.3	FTSE	54.5	0.0	3.8	0.0	5.8	32.5	48.7	-16.2
Sanders	22.6	FTSE	11.3	0.0	10.7	0.0	0.0	11.9	11.3	9.0
Springerville-Eagar	115.3	FTSE	105.1	13.9	26.4	14.8	32.9	75.0	57.4	17.6
St Johns	74.2	FTSE	76.1	37.1	9.2	25.5	10.7	27.9	40.0	-12.1
Whiteriver	99.4	FTSE	121.3	0.0	10.3	0.0	14.0	89.1	107.3	-18.1
Apache Co Misc	61.7	FTSE	53.1	0.0	46.1	0.0	28.9	15.6	24.2	-8.6
Navajo Co Misc	10.7	FTSE	10.3	0.0	0.0	0.0	0.0	10.7	10.3	0.3
Subtotal	737.1	FTSE	811.1	52.5	115.0	41.9	98.9	269.7	670.3	-100.6
TOTAL	2079.3	FTSE	2162.6	239.6	321.6	292.9	334.2	1518.1	1535.5	-17.4
					•					

Comparison of SP09 to SP10 FTSE DAY TOTALS

^{*} Data included in campus/center totals

Human Resources Update April 20, 2010

- 1. Faculty in Educational Technology Reposted/Closed 12-31-2009. 11 Candidates. Committee in Process.
- 2. Academic Advisor-Apache County Reposted/Closes 4-15-2010. 14 Applicants.
- 3. Director of Small Business Development Center Closed 4-1-2010. 35 Applicants. Committee in Process.
- 4. Faculty in Biology Closes 4-13-2010. 43 Applicants.
- 5. Small Business & Industry Training Coordinator Closes 4-15-2010. 14 Applicants.
- 6. Faculty in English Temporary 9 Months Closes 4-16-2010. 8 Applicants.
- 7. Faculty in Developmental Services Closes 4-30-2010.
- 8. Human Resources Specialist III-Internal Only- Closes 4-16-2010. 2 Applicants.

