

Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will meet for a Regular District Governing Board Meeting, open to the public, on **October 18, 2022 beginning at 10:00 a.m.** The meeting will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona. The meeting can also be joined remotely using [WebEx](#). A passcode is required under certain circumstances and it is Oct22DGB.

One or more Board members and/or staff members may participate in the meeting remotely if necessary.

The public is invited to check on addenda that may be posted up to 24 hours prior to the meetings. Copies of the meeting agenda may be obtained through the Office of the President, Northland Pioneer College, Painted Desert Campus, 2251 E. Navajo Blvd., Holbrook, AZ, telephone (928) 524-7418 or (800) 266-7845 Ext. 7418, at least 24 hours in advance of the meeting. If any disabled person needs any type of accommodation, please notify Paul Hempsey at the above address or telephone number at least 24 hours prior to the scheduled start time.

The Board may vote to hold an executive session for discussion or consideration of a personnel matter pursuant to A.R.S. §38-431.03(A)(1). The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). The Board may vote to hold an executive session for the purpose of considering its position and instructing its attorney regarding the public body's position regarding contracts that are the subject of negotiations pursuant to A.R.S. §38-431.03 (A)(4). Should the District's attorney not be present in person, notice is further given that the attorney will appear remotely.

I, Paul Hempsey, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 17th day of October, 2022, at 10:00 a.m.

Paul Hempsey
Recording Secretary to the Board

NOTICE DISTRIBUTION

1. WHITE MOUNTAIN INDEPENDENT NEWSPAPER
2. TRIBUNE-NEWS & SNOWFLAKE HERALD NEWSPAPERS
3. NAVAJO TIMES
4. KINO RADIO
5. KNNB RADIO
6. COUNTRY MOUNTAIN AIRWAVES [KQAZ/KTHQ/KNKI RADIO]
7. KWKM RADIO
8. WHITE MOUNTAIN RADIO
9. NPC WEB SITE
10. NPC ADMINISTRATORS AND STAFF
11. NPC FACULTY ASSOCIATION PRESIDENT
12. NPC CLASSIFIED AND ADMINISTRATIVE SUPPORT ORGANIZATION PRESIDENT
13. NPC STUDENT GOVERNMENT ASSOCIATION PRESIDENT

M I S S I O N

**NORTHLAND PIONEER COLLEGE
PROVIDES EDUCATIONAL
EXCELLENCE THAT IS AFFORDABLE
AND ACCESSIBLE FOR THE
ENRICHMENT OF COMMUNITIES
ACROSS NORTHEASTERN ARIZONA.**

V I S I O N

NPC continually responds to the needs of our communities by cultivating generations of learners. By 2030, NPC will transform lives by advancing student success and socio-economic well-being through a spirit of innovation, partnership, and creative problem-solving.

V A L U E S

INTEGRITY
INCLUSION
ADAPTABILITY
CIVILITY
ACCESS

Governing Board Meeting Agenda

Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona
Or you can join on [WebEx](#) (Passcode Oct22DGB).

Date: October 18, 2022

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

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance	Chair Laughter
2.	Adoption of the Agenda (Action)	Chair Laughter
3.	Call for Public Comment Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.	Chair Laughter
4.	Discussion Items:	
	A. Standing Presentations:	
	1. Financial Position	VPAS Ellison
	VPAS Ellison will provide a report on the financial position of the college for period July 1, 2022 to August 31, 2022.	
	2. Northland Pioneer College (NPC) Student Government Association (SGA)	Written Report
	A written report is provided in the Board packet.	
	3. NPC Faculty Association	Ryan Jones
	Ryan Jones, Faculty Association (FA) Co-President, will report on FA activities and provide a look at a TALON class.	
	4. Classified & Administrative Staff Organization (CASO)	Written Report
	A written report is provided in the Board packet.	
	5. NPC Friends and Family	Director Wilson
	Director Wilson will report on recent activities with a focus on scholarships.	
	6. Human Resources	Written Report
	A written report is provided in the Board packet.	
	7. Construction Update	Director Huish
	Director Huish will provide an update from the ongoing construction projects at the college.	
	8. Arizona Association of Community College Trustees (AACCT) ..	Chair Laughter
	Chair Laughter will provide an update on activities from AACCT.	
	9. President's Report	President Hazelbaker
	President Hazelbaker will provide a report on activities from the President's office since the September meeting.	
	B. Enterprise Resource Planning Software (ERP)	DBA Michael Jacob
	Michael Jacob, Database Administrator (DBA), will provide a brief overview of ERPs and information on replacing the current software.	
	C. Baccalaureate Update	Associate Dean Landy
	Dr. Landy will provide an update on the efforts to offer Baccalaureate degrees at NPC.	
	D. Alumni Award	Rebecca Hunt
	Rebecca Hunt, Community Recruiter, will announce the winner of the Fall 2022 Alumni Award	
	E. Enrollment Management Introduction	Director Orona
	Director Orona will introduce himself and the plans for Enrollment Management at NPC.	
	F. Review of FY24 Budget Assumptions and Guidelines	VPAS Ellison
	VPAS Ellison will review the recommended assumptions and guidelines to be used in development of the FY24 budget.	

- G. [NPC Component Unit Financial Audit NPC Friends and Family 2021-22](#) VPAS Ellison
VPAS Ellison will review the results of the NPC Friends and Family Audit.
- H. [NPC Component Unit Financial Audit Northeast Arizona Training Center 2021-22](#) VPAS Ellison
VPAS Ellison will review the results from the Northeast Arizona Training Center audit.

5. Consent Agenda for Action Chair Laughter

Approval of routine and often presented items. Documentation concerning the matters on the consent agenda are included in the Board packet. Any matter on the Consent Agenda can be removed from the Consent Agenda and discussed as a regular agenda item upon the request of any District Governing Board member.

- A. [September 20, 2022 Regular Board Meeting Minutes](#)
- B. [2022-24 TALON to Consortium Intergovernmental Agreements](#) between Navajo County Community College District and Heber-Overgaard Unified School District (USD); Joseph City USD; Round Valley USD; Snowflake USD.
- C. [2022-24 Dual Enrollment Intergovernmental Agreement](#) between Navajo County Community College District and Chinle USD; Heber-Overgaard USD; Joseph City USD; Round Valley USD; Snowflake USD.

6. For Discussion and Possible Action:

A. Old Business

None.

B. New Business:

- 1. [Approval of Northern Arizona Community College Partnership \(NACCP\)](#) President Hazelbaker
President Hazelbaker will review an Intergovernmental Agreement with community colleges in Northern Arizona.
- 2. [Request to Name Painted Desert Campus Library](#) Faculty Association
Ryan Jones will present a recommendation to name the library at the Painted Desert Campus.
- 3. [Request to Release Funds for Construction-Related Furnishings at NATC](#) Dean Raisor
Dean Raisor will review a request from the Northeast Arizona Training Center (NATC) for release of state allocated funds related to construction.
- 4. [Request to Award Contract for Search Firm](#) President Hazelbaker
President Hazelbaker will request approval to contract with a Search firm to aid the college with two Cabinet level positions.
- 5. [Request to Approve Purchase of Cameras and Switches](#) President Hazelbaker
President Hazelbaker will review the need for additional security cameras and equipment and seek approval for the purchase.
- 6. [Request to Accept U.S. Department of Education Title III Grant](#) President Hazelbaker
President Hazelbaker will ask the Board to accept grant funds from the US Department of Education.
- 7. [Request to Accept First Things First Grants](#) Associate Dean Landy
Dr. Landy will ask the Board to accept grant funds from First Things First.
- 8. [Request to Approve Contract Amendment with Summit Healthcare](#) Associate Dean Landy
Dr. Landy will seek approval of an amended contract with Summit Healthcare related to a First Things First grant.

- 7. **DGB Agenda Items and Informational Needs for Future Meetings** Chair Laughter
- 8. **Board Report/Summary of Current Events.....** Board Members
- 9. **Announcement of Next Regular Meeting.....November 15, 2022** Chair Laughter
- 10. **Adjournment.....(Action)** Chair Laughter

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 regarding any items in sections 5 and 6. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.



Northland Pioneer College

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

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2022 to August 31, 2022

Budget Period Expired

17%

Tax Supported Funds				
Current General Fund				
	Revised Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	16,084,078	35,540	113,145	1%
State Aid:	-	-	-	-
Maintenance and Operations	1,393,400	-	348,350	25%
Equalization	9,912,900	-	2,478,225	25%
Rural Aid	1,305,600	-	326,400	25%
Tuition and Fees	4,300,000	472,321	833,092	19%
Investment earnings	300,000	91,301	192,548	64%
Grants and Contracts	3,000,000	16,754	25,215	1%
Other Miscellaneous	170,000	30,092	37,844	22%
Fund Balance	1,500,000	-	-	0%
Transfers	(2,700,000)	-	(125,969)	5%
TOTAL REVENUES	\$ 35,265,978	\$ 646,008	\$ 4,228,850	12%
EXPENDITURES				
Salaries and Benefits	23,002,035	1,560,799	3,166,721	14%
Operating Expenditures	12,263,943	761,399	1,450,287	12%
TOTAL EXPENDITURES	\$ 35,265,978	\$ 2,322,198	\$ 4,617,008	13%
Unrestricted Plant				
		Current Month Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital/STEM	283,600	-	70,900	25%
Fund Balance	9,236,300	665,650	677,748	7%
Transfers In	2,000,000	28,611	136,439	7%
TOTAL REVENUES	\$ 11,519,900	\$ 694,261	\$ 885,087	8%
EXPENDITURES				
Capital Expenditures - WMC Facilities	9,236,300	665,650	677,748	7%
Capital Expenditures - Other	2,283,600	28,611	207,339	9%
TOTAL EXPENDITURES	\$ 11,519,900	\$ 694,261	\$ 885,087	8%

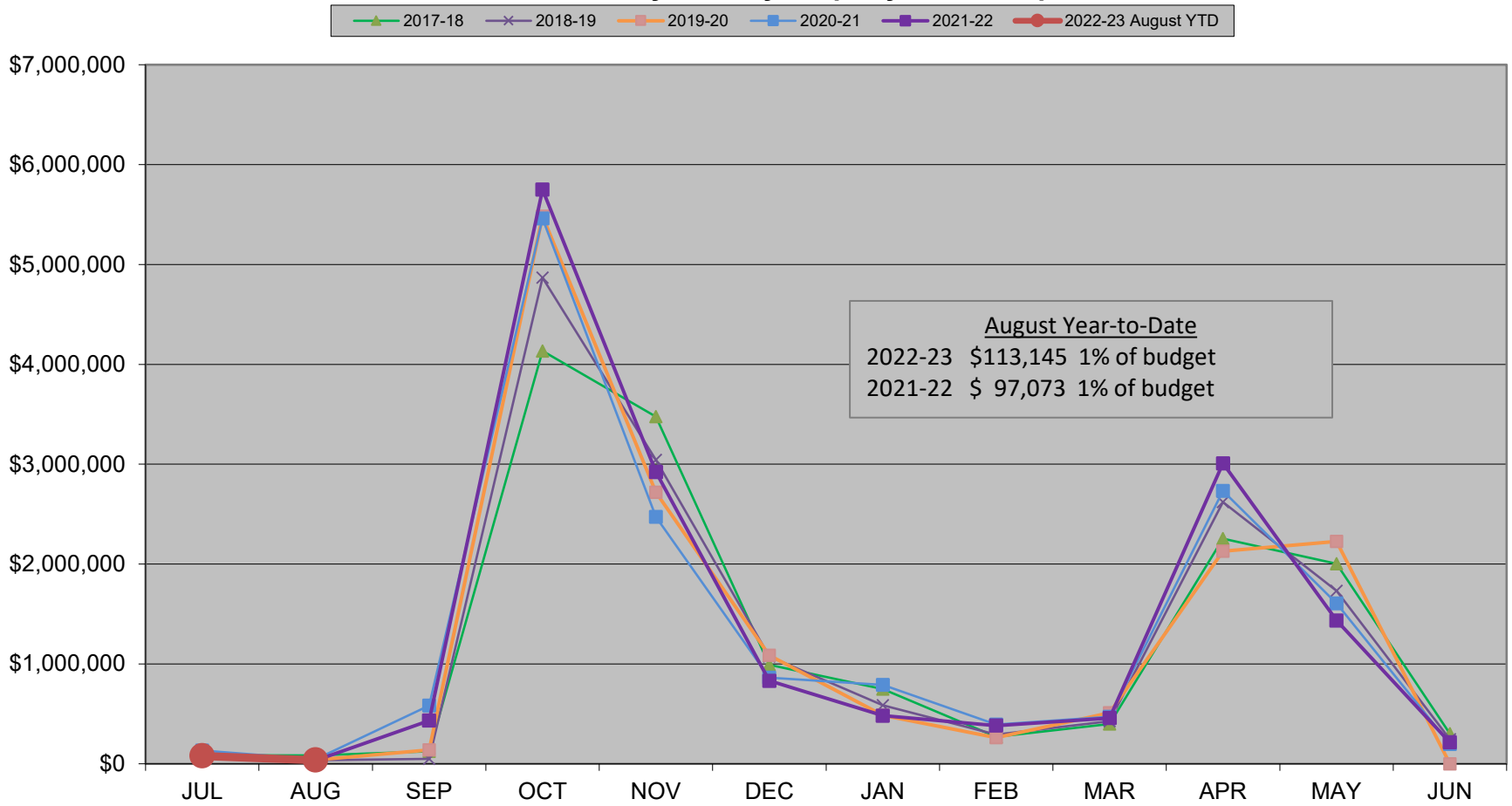
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
 Statement of Financial Position
 July 1, 2022 to August 31, 2022

Budget Period Expired 17%

Restricted and Auxiliary Funds				
Restricted				
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Grants and Contracts	10,700,000	263,299	284,540	3%
Fund Balance				
Transfers In	500,000		125,000	25%
TOTAL REVENUES	\$ 11,200,000	\$ 263,299	\$ 409,540	4%
EXPENDITURES				
Salaries and Benefits	1,526,522	138,588	295,891	19%
Operating Expenditures	9,673,478	850,652	1,060,251	11%
TOTAL EXPENDITURES	\$ 11,200,000	\$ 989,240	\$ 1,356,142	12%
Auxiliary				
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Sales and Services	150,000	18,176	26,058	17%
Fund Balance				
Transfers	200,000	-	969	0%
TOTAL REVENUES	\$ 350,000	\$ 18,176	\$ 27,027	8%
EXPENDITURES				
Salaries and Benefits	217,497	8,837	15,833	7%
Operating Expenditures	132,503	8,443	10,298	8%
TOTAL EXPENDITURES	\$ 350,000	\$ 17,280	\$ 26,131	7%

Cash Flows	
Cash flows from all activities (YTD)	\$5,550,504
Cash used for all activities (YTD)	\$6,884,368
Net Cash for all activities (YTD)	(\$1,333,864)

Monthly Primary Property Tax Receipts



10/7/2022

RE: SGA Report for October

Dear members of the board,

The Student Government Association continues to work on recruiting new members. We have managed SGA recruitment tables in Snowflake, Holbrook, and Show Low and have had a good turnout. One of our current SGA members also recently got up in front of one of his classes and told his whole class about SGA and the benefits of being a member. We really appreciate our SGA members!

Another item is Fall Eagle Fest, which will take place October 15th, 2022. SGA will be providing food, live entertainment, and helping with set up/tear down for the event. Some of our SGA members are also planning on coming and manning an SGA booth. This is a great opportunity for NPC to connect with the community and increase awareness of our offerings, and we are looking forward to making it happen.

We appreciate the work of the board and the opportunity to share with the group, and we look forward to growing our numbers and improving student activities in the coming year.

Sincerely,

Jeff Taylor
SGA Advisor

October 7, 2022

To the Members of the District Governing Board,

Earlier this week, the members of the Nursing Accreditation Board visited the Little Colorado and White Mountain Campuses and toured the nursing labs, classrooms and the libraries. One of the criteria to maintain our nursing program accreditation is to have an up-to-date, comprehensive nursing collection in the library where it is available to students. Unfortunately, when the Board visited the libraries eight years ago, we were not in compliance with this standard. Since then, the librarians of both campuses have worked diligently to procure the newest editions of nursing books that the faculty have recommended and that cover a wide range of topics for the nursing programs. The libraries have also maintained databases that have thousands of peer-reviewed, academic journal articles that are completely free for students to use and they may print them out at the library at no additional cost.

One of the board members said that Northland Pioneer College, more than any other college she has visited of the same size and with the same obstacles, has worked tirelessly to bring down any barriers that might be in a student's way to success. This high praise is due to both the nursing faculty, deans and directors, and to the classified staff who support those students in the nursing programs.

Thank you to every single person, whether staff or faculty, who have helped to make our nursing program a success.

Sincerely,

Jodie Humphrey
Library Specialist III
CASO President

District Governing Board Monthly Report

Human Resources

For Meeting of October, 2022

KEY ACTIVITIES

We are continuing to work with Gallagher on the compensation study, and have had initial meetings with the various shared governance groups. We are in the process of developing an internal Human Resources Share Point site to replace the current MyNPC Employee page. We are also in the initial stages of planning and developing a comprehensive Supervisor training program. Human Resources and Payroll staff are preparing to attend the College and University Professional Association (CUPA) conference October 22-25.

STAFFING

OPEN POSITIONS

(As of 10/04/2022)

1. **Assistant to the VPAS/CFO (White Mountain Campus)** – Opened 9/7/22. 15 applicants
2. **Audio/Video Support Technician (White Mountain Campus)** – Re-Opened 8/3/22. 24 applicants.
3. **Budget & Accounting Analyst (Painted Desert Campus)** – Opened 9/7/22. 2 applicants.
4. **Desktop Support Engineer (Painted Desert Campus)** – Opened 3/24/22. 4 applicants.
5. **Director of Financial Service (Painted Desert Campus)** – Opened 9/7/22. 0 applicants.
6. **Director of Total Rewards (Painted Desert Campus)** – Opened 9/27/22. 5 applicants.
7. **Faculty in Anthropology (Silver Creek Campus)** – Opened 9/30/22. 0 applicants.
8. **Faculty in Behavioral Health (Silver Creek Campus)** - Opened 8/18/22. 3 applicants.
9. **Faculty in Sociology (Silver Creek Campus)** – Opened 9/30/22. 0 applicants.
10. **FIPSE Early College Facilitator (Silver Creek Campus)** – Opened 10/4/22. 0 applicants.
11. **Payroll Specialist III (Painted Desert Campus)** – Opened 9/28/22. 0 applicants.

CLOSED AND IN REVIEW

1. **Assistant to the Campus Manager (White Mountain Campus)** – Offer in Progress
2. **Director of Financial Aid (Painted Desert Campus)** – 6 Applicants Under Review

FILLED POSITIONS

1. **Center Advisor / Library Technician (Kayenta)** – Calandra Walker
2. **Controller (Painted Desert Campus)** – Scott Flake
3. **Director of Early College Programs (Painted Desert Campus)** – Christopher Green, Ph.D.
4. **Director of Enrollment Management/ Registrar (Silver Creek Campus)** – Frank Orona
5. **EMT Program Clerk (White Mountain Campus)** – Billie Hoover
6. **Faculty in Sports Medicine (Silver Creek Campus)** – Michael L. Johnson
7. **Financial Aid Advisor (Silver Creek Campus)** – Malvina Reed
8. **Lead Academic Advisor (Painted Desert Campus)** – Jeffrey Taylor

9. Student Accounts Specialist -A/R (Painted Desert Campus) – Jared Jake

10. Technology Support Technician (White Mountain Campus) – Jeffrey M. Strong

MEASURING EMPLOYEE TURNOVER

Two contracted employees have separated employment since the last District Governing Board meeting.

Turnover Rate For Year	Employee Count	Separated	Turnover Rate
Total Employees as of 1/1/2022	286	33	11.54%
Total New Hires in 2022	79	2	2.53%
Totals for 2022	365	36	9.86%

Review of FY24 Budget Assumptions and Guidelines

Summary:

Staff will review preliminary Budget Assumptions and Guidelines for fiscal year 2023-24 (FY24).

Northland Pioneer College
Preliminary Budget Development Assumptions
FY24

GENERAL ASSUMPTIONS

- Budget Development Calendar will establish the due dates.
- Introductory budget analysis for DGB in February will be prior to budget hearings and will be limited to an overview of expenditure and revenue trends.
- Preliminary budget analysis for DGB in March will include a detailed examination of budget planning.
- Expenditure limit breaches will use carry forward amounts to comply with statutory limits. Legislative action continues to be pursued.

REVENUE ASSUMPTIONS

- State appropriations for equalization is expected to increase compared to current fiscal year, offset by a decrease to operating state aid. Rural aid is expected to be flat compared to the current fiscal year.
- Tuition per credit hour for in-district and in-state will reflect a small increase comparable to last fiscal year.
 - The District Governing Board will adopt a new three-year tuition plan for the period FY24 to FY26.
 - Tuition and general fees are set at a rate that:
 - (A) considers the impact on students, student enrollment, and student retention rates,
 - (B) increases incrementally, and
 - (C) is competitive in our market by maintaining a comparative position to the average overall tuition and general fees at other Arizona community colleges.
- Course fees will be set at a rate to offset expendable supplies and equipment.
- Assessed valuations for setting the primary property tax levy will be available in February and a decline is expected. To protect the equalization funding, the levy needs to be set at the maximum allowable of 2% increase over the prior year. This is expected to be achieved over a two-year period. For the last five years, the levy has been set below the maximum.
- Other revenues will be based on historical information and emerging trends.

EXPENDITURE ASSUMPTIONS

- Overall expenditures will match revenues.
- Budget request that are higher than current budget **or** actual historical spending will require **justification and review during the budget hearing process.**
- Budget requests from Department Managers for operational and capital expenditures are due **January 27, 2023.**

- SALARY SCHEDULES

- The Gallagher compensation study is currently underway. The financial impact and how the recommendations should be implemented will not be available until February.
- The college will continue to develop salary schedules with the following in mind:
 - (A) consideration to increasing rates balanced with available funds and impact to expenditure limit,
 - (B) consideration to competitive market conditions with the goal to maintain a comparative position to the average increases/rates at other local public entities, other Arizona community colleges, and other similar institutions, and
 - (C) consideration to salary recommendations received through the shared governance process.

- BENEFITS will be developed with:

- (A) consideration on impacts from third-party partnerships including:
 - (1) Employee benefit trust for medical insurance, and
 - (2) Arizona State Retirement System for retirement contributions.

- Education partner relationships will be maintained with:

- (A) Apache County,
- (B) NAVIT,
- (C) Dual enrollment, and
- (D) others.

- OPERATING budget requests cover a one-year period.
- CAPITAL budget requests cover a three-year period (FY24, FY25, and FY26).
- GRANT funding will continue to be identified and pursued.
- AUXILIARY fund activities will be maintained.

**Northland Pioneer College
Budget Development Guidelines
FY 24**

Budget Categories & Targets:

Revenues	<ul style="list-style-type: none"> • Administrative Services will prepare the budget.
Salaries/Wages & Benefits	<ul style="list-style-type: none"> • HR and Administrative Services will prepare the budget for contract positions and the benefits for all positions. • Budget Managers will prepare budget for non-contract positions and include in their department budget requests. These include: <ul style="list-style-type: none"> ○ Adjunct faculty ○ Faculty overload ○ Temporary employee ○ Lab aid ○ Substitute faculty
Operating Expenditures	<ul style="list-style-type: none"> • Budget to remain level. • Any new programs/services must demonstrate linkage to the strategic plan.
Capital Expenditures	<ul style="list-style-type: none"> • Budget requests to align with revenues from the operational budget, grant funds, or reserved funds.

BUDGET DEVELOPMENT CALENDAR

FISCAL YEAR 2023 – 2024

APPROVED 9/20/22

ACTIVITY	RESOURCE	DUE BY
1. Receive & approve budget calendar	DGB	✓ 20 September 2022
2. Provide budget training for supervisors/department managers	CFO	27 October
3. Receive & approve budget assumptions	DGB	15 November
4. Distribute materials for operational & capital budgets and staffing requests	Financial Services	23 December
5. President, CHRO, faculty, CASO meet on compensation	Pres, CHRO, FA, CASO	1 December to 10 January
6. Financial Services receives department budget	Department Managers & Financial Services	27 January
7. President's Cabinet receives staffing requests	Department Managers & President's Cabinet	27 January
8. President receives & approves compensation recommendation	Pres, CHRO, FA, CASO	1 February
9. President's Cabinet finalizes staffing needs	President's Cabinet	13 February
10. President's Cabinet reviews operational & capital budget requests, including compensation	President's Cabinet	13 February
11. Receive introductory budget analysis, including property taxes	DGB	21 February
12. Receive tuition and fee schedules	DGB	21 February
13. Receive compensation proposal	DGB	21 February
14. Budget hearing (if necessary)	President's Cabinet	6 March
15. Receive preliminary budget analysis, including property taxes	DGB	21 March
16. Approve tuition and fee schedules	DGB	21 March
17. Approve compensation	DGB	21 March
18. Receive complete budget analysis, including property taxes	DGB	18 April
19. Adopt or modify preliminary budgets (June 5)	DGB	18 April
20. Publish notice of public budget & TNT hearing (15 days prior)	CFO	1 May
21. Publish budget on website & other publication (15 days prior)	CFO	1 May
22. 2 nd notice of public budget & TNT hearing (5 days prior)	CFO	11 May
23. 2 nd publication of budget (5 days prior)	CFO	11 May
24. Conduct taxpayer public hearings (June 20)	DGB	16 May
25. Adopt property tax levy & final budgets at special meeting (June 20)	DGB	16 May
26. Notify PTOC of primary property tax levy (3 days after adoption)	CFO	19 May
27. Submit tax levy to Navajo County	CFO	19 May

NPC Component Unit Financial Audit NPC Friends and Family 2021-22

Summary:

NPC Friends and Family (NPCFF) is a separate legal entity but is considered a component unit of Northland Pioneer College (NPC) as defined by the Governmental Accounting Standards Board (GASB) Statement of Standards No. 14. NPCFF Financial Statements are therefore included in the audited financial statements for NPC by discrete presentation.

BDR Richards, CPA's, PLC, completed the FY 2021-22 financial audit for NPCFF September 9, 2022. The auditor issued an opinion that the financial statements were presented fairly, in all material respects and in conformity with Generally Accepted Accounting Principles (GAAP.)

Below are brief highlights from the report:

- Total Assets increased by \$240,865 due to restricted contributions and donations to endowed scholarship funds, primarily the AndyVon scholarship.
- Total Net Assets decreased by \$240,865 as a net result of the above activity.
- Total revenue decreased \$296,724 related to net investments that are doing poorly due to market conditions.
- Total expenses increased by \$69,401 due to increase awards of scholarships.
- Overall cash position decreased \$83,792.

The final FY 2021-22 Financial Statements are included for review.

NORTHLAND PIONEER COLLEGE FRIENDS AND FAMILY, INC.



**FINANCIAL STATEMENTS
JUNE 30, 2022 and 2021**

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Independent Auditor's Report

To the Board of Directors
Northland Pioneer College Friends and Family, Inc.
Snowflake, AZ 85937

Opinion

We have audited the accompanying financial statements of Northland Pioneer College Friends and Family, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022 and 2021, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northland Pioneer College Friends and Family, Inc. as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Northland Pioneer College Friends and Family, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Northland Pioneer College Friends and Family, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Northland Pioneer College Friends and Family, Inc.'s internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Northland Pioneer College Friends and Family, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

BDR Richards, CPA's PLLC

Snowflake, AZ

September 9, 2022

Northland Pioneer College Friends and Family, Inc.
 Statements of Financial Position
 June 30, 2022 and 2021

	2022	2021
Assets		
Cash - checking and savings	\$ 183,428	\$ 186,475
Cash - checking and savings - restricted	98,887	179,632
Investments - marketable securities	498,964	458,341
Investments - marketable securities - restricted	927,252	643,218
Total assets	\$ 1,708,531	\$ 1,467,666
 Net Assets		
Without donor restrictions	682,392	644,816
With donor restrictions	1,026,139	822,850
Total net assets	1,708,531	1,467,666
Total liabilities and net assets	\$ 1,708,531	\$ 1,467,666

Northland Pioneer College Friends and Family, Inc.
Statement of Activities
Year Ended June 30, 2022

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Revenues and other support			
Contributions	\$ 19,975	\$ 502,504	\$ 522,479
Interest and dividends	50	-	50
Net investment return	(74,378)	(105,832)	(180,210)
Gross special events revenue	65,803	-	65,803
Less cost of direct benefits to donors	(37,386)	-	(37,386)
Net special events revenue	<u>28,417</u>	<u>-</u>	<u>28,417</u>
Net assets released from restrictions	<u>157,160</u>	<u>(157,160)</u>	<u>-</u>
Total revenues and other support	<u>131,224</u>	<u>239,512</u>	<u>370,736</u>
Expenses			
Program services expense			
Scholarships	84,683	36,223	120,906
Total program expenses	<u>84,683</u>	<u>36,223</u>	<u>120,906</u>
Supporting services expense:			
Management and general	<u>8,965</u>	<u>-</u>	<u>8,965</u>
Total supporting services expense	<u>8,965</u>	<u>-</u>	<u>8,965</u>
Total expenses	<u>93,648</u>	<u>36,223</u>	<u>129,871</u>
Change in net assets	37,576	203,289	240,865
Net assets, beginning of year	<u>644,816</u>	<u>822,850</u>	<u>1,467,666</u>
Net assets, end of year	<u>\$ 682,392</u>	<u>\$ 1,026,139</u>	<u>\$ 1,708,531</u>

Northland Pioneer College Friends and Family, Inc.
Statement of Activities
Year Ended June 30, 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Revenues and other support			
Contributions	\$ 102,228	\$ 399,718	\$ 501,946
Interest and dividends	37	-	37
Net investment return	71,213	98,173	169,386
Gross special events revenue	44,977	-	44,977
Less cost of direct benefits to donors	(48,886)	-	(48,886)
Net special events revenue	(3,909)	-	(3,909)
Net assets released from restrictions	166,396	(166,396)	-
Total revenues and other support	<u>335,965</u>	<u>331,495</u>	<u>667,460</u>
Expenses			
Program services expense			
Scholarships	23,365	23,449	46,814
Total program expenses	<u>23,365</u>	<u>23,449</u>	<u>46,814</u>
Supporting services expense:			
Management and general	13,656	-	13,656
Total supporting services expense	<u>13,656</u>	<u>-</u>	<u>13,656</u>
Total expenses	<u>37,021</u>	<u>23,449</u>	<u>60,470</u>
Change in net assets	298,944	308,046	606,990
Net assets, beginning of year	<u>345,872</u>	<u>514,804</u>	<u>860,676</u>
Net assets, end of year	<u><u>\$ 644,816</u></u>	<u><u>\$ 822,850</u></u>	<u><u>\$ 1,467,666</u></u>

Northland Pioneer College Friends and Family, Inc.
 Statements of Cash Flows
 Years Ended June 30, 2022 and 2021

	2022	2021
Cash flows from operating activities		
Cash received from contributions	\$ 522,479	\$ 501,946
Cash received from special events	65,803	44,977
Payments for scholarships	(120,906)	(46,814)
Payments to vendors	(46,350)	(62,541)
Interest and dividends received	50	37
Net cash provided by (used in) operating activities	421,076	437,605
 Cash flows from investing activities		
Purchase of investments	(504,868)	(235,304)
Net cash used in investing activities	(504,868)	(235,304)
Net increase (decrease) in cash	(83,792)	202,301
 Cash and cash equivalents, beginning of year	366,107	163,806
 Cash and cash equivalents, end of year	\$ 282,315	\$ 366,107

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies of Northland Pioneer College (NPC) Friends and Family, Inc. (the Organization) are described below to enhance the usefulness of the financial statements to the reader.

Nature of the Organization

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

Basis of Accounting

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

Financial Statement Presentation

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

Income Taxes

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

The Organization files information tax returns with the U.S. federal government.

Use of Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles (GAAP) in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Contributions

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

Endowment Funds

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

Discounted or Donated Goods and Services

The Organization receives certain discounted or donated goods and services that directly benefit NPC and the Organization. Amounts for these discounts and donations have been included in the accompanying financial statements to the extent that a measurable basis exists for their fair values and the corresponding benefit to the Organization. These discounted or donated goods and services that are received by the Organization for no value in return are recorded as program and support service expenses and as in-kind donations and are reflected in the financial statements at their fair values. If donated goods merely pass through the Organization to charitable beneficiaries, and if the Organization is only an agent for the donors, no contribution is recorded.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

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

Property Held for Sale

Certain assets are received from donors by the Organization and are held for resale. Such assets are recorded at approximate fair market values at the date of donation which approximates their fair value at the dates of the Statements of Financial Position. As of June 30, 2022 the organization does not have any property held for sale.

Investments

Investments are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the statements of financial position. Net investment return/(loss) is reported in the statements of activities and consists of interest and dividend income, realized and unrealized capital gains and losses, less external and direct internal investment expenses. Investment advisory fees were \$16,329 for the year ended June 30, 2022 and \$11,158 for the year ended June 30, 2021.

Accounts Receivable

Accounts are determined to be delinquent on an individual basis depending on the nature of the receivable and are written off when deemed uncollectible in management's opinion.

Property & Equipment

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

Date of Management's Review

Management has reviewed events subsequent to June 30, 2022, up through the date the financial statements were available to be issued, August 31, 2022, to evaluate their effect on the fair presentation of the financial statements. As of the date the financial statements were available to be issued, there have been no events subsequent to June 30, 2022, that are required to be disclosed in order to present fairly the financial position and changes in net assets of the Organization.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The governing board has designated, from net assets without donor restrictions, net assets for an operating reserve and board-designated endowment.

Net Assets With Donor Restrictions – Net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively. Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met.

NOTE 2 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

Financial assets at year end:	2022	2021
Cash and cash equivalents	\$ 282,315	\$ 366,107
Investments	1,426,216	1,101,559
Total financial assets	1,708,531	1,467,666
Less amounts not available to be used within one year:		
Net assets with donor restrictions	1,026,139	822,850
	1,026,139	822,850
Financial assets available to meet general expenditures over the next twelve months	\$ 682,392	\$ 644,816

Endowment funds consist of donor-restricted endowments and funds designated by the board as endowments. Income from donor-restricted endowments is restricted for specific purposes, with the exception of the amounts available for general use. Donor-restricted endowment funds are not available for general expenditure.

NOTE 3 – FAIR VALUE MEASUREMENTS AND DISCLOSURES

We report certain assets at fair value in the financial statements. Fair value is the price that would be received to sell an asset in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the reporting entity’s own assumptions about the assumptions market participants would use in pricing the asset based on the best information available. A three-tier hierarchy categorized the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets that we can access at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset, either directly or indirectly. These include quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset. In these situations, we develop inputs using the best information available in the circumstances.

A significant portion of our investment assets are classified within Level 1 because they comprise open-end mutual funds with readily determinable fair values based on daily redemption values.

The following table presents assets measured at fair value on a recurring basis at June 30, 2022:

Assets	Level 1	Level 3
Cash	\$ 282,315	\$ -
Endowment Investments	1,426,216	-
Total	\$ 1,708,531	\$ -

The following table presents assets measured at fair value on a recurring basis at June 30, 2021:

Assets	Level 1	Level 3
Cash	\$ 366,107	\$ -
Endowment Investments	1,101,559	-
Total	\$ 1,467,666	\$ -

NOTE 4 - PROPERTY & EQUIPMENT

There is no listed property and equipment for the Organization.

NOTE 5 - RELATED PARTIES

Northland Pioneer College provides the Organization with office space at no cost. Similarly, there is no charge for related items, such as utilities, insurance, and overhead. The value of these expenses is deemed minimal and has not been reflected on the financial statements as of June 30, 2022 or June 30, 2021.

NOTE 6 - ENDOWMENT FUNDS

As of June 30, 2022, NPC Friends and Family's endowments consisted of the following funds: One fund established for the Martia A. Smith Memorial Art Scholarship, one for the Charles E. Listizky Scholarship, one for Prescott Winslow Memorial Scholarship, one for the Claude Endfield Early Childhood Scholarship Fund, one for Jon Graff Ph.D. for endowed scholarships, one for Jennifer Lee Witt Memorial Scholarship, one for Taking Flight Scholarships in memory of Dr. Eric B. Henderson, one for AndyVon for Native American student Scholarships, one for Mary Kath Smith Lindy Native American Scholarship, and one for NPC Friends and Family. The latter was established in October 2014 to assure the future viability of the organization.

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

The Board of Directors of NPC Friends and Family has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, NPC Friends and Family classifies as permanently restricted net assets the original value of gifts donated to the permanent endowment and the original value of subsequent gifts to the permanent endowment.

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

The endowments are managed in separate investment accounts. Transactions within each individual endowment are based on the unit market value at the end of the month during which the transaction takes place for withdrawals and additions. It is the goal of NPC Friends and Family that the total return from each endowment investment should be adequate to meet the following objectives:

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

As of June 30, 2022, the endowment assets were invested in marketable securities with Edward Jones. The investments were fully insured by the Securities Investor Protection Corporation (SIPC).

NOTE 6 - ENDOWMENT FUNDS (continued)

All endowment investments are carried at fair value and classified as non-current regardless of maturity due to restrictions limiting NPC Friends and Family's ability to use these investments. Each endowed account shall have a minimum of \$10,000, said amount to be reached within a three (3) year period from the time of initial donation, which must be at least \$5,000. If, after the three (3) year period has expired, the account has not reached the minimum level prescribed, the contributors to the fund shall have two options: (a) Award the existing amount over a designated period; or (b) authorize combining the fund with another, compatible, existing endowment fund. The three-year period may be waived if a plan has been designed with another approved time period and approved by the Board of Directors. All interest earned in developing endowed accounts shall revert to the fund corpus during the three-year period. No awards shall be made from the developing fund during the three-year period, unless the minimum balance of \$10,000 is reached prior the end of the three-year period. For June 30, 2022, all funds had balances greater than \$10,000.

The contributor to the fund may impose additional provisions for the scholarships paid from endowments. In the fiscal year ending June 30, 2022, transfers were made from the investment earnings on select endowed scholarships to the Restricted Scholarship fund. It was determined there were sufficient gains on the investments to make the awards without invading the principal and preserving sufficient return to keep the fund growing in perpetuity. To ensure observance of limitations and restrictions placed on the use of resources available to NPC Friends and Family, net assets, revenues and expenses are classified and reported as follows, based on the existence or absence of donor-imposed restrictions.

Net Assets with Donor Restrictions - include permanent endowments. Such funds are generally subject to donor restrictions requiring the principal to be invested in perpetuity for the purpose of producing income that may be expended or added to principal in accordance with the donor's wishes. As of June 30, 2022, the Martia A. Smith Memorial Art Scholarship endowment agreement requires the average rate of inflation for the prior calendar year (approximately 0.0% and 1.6%, respectively) of investment earnings to be added back to permanently restricted funds. Contributions designated by donors for use by particular entities or programs or for specific purposes or earnings from permanently restricted endowments, which have not been appropriated for their intended purpose. Term endowments are temporarily restricted, because they are permanent-type endowments, which include an expiration date or stated period of time or occurrence of a specified event, after which all or part of the principal may be expended.

Net Assets without Donor Restrictions - are not subject to donor-imposed restrictions. They also include Board Restricted endowments, of which the corpus can be invaded upon a vote by the Board. The NPC Friends and Family Endowment, established October 2014, falls into this category.

NOTE 6 - ENDOWMENT FUNDS (continued)

As of June 30, 2021 and 2020, the Organization had the following net asset composition by type of fund:

	2022		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	\$ 458,341	\$ 643,218	\$ 1,101,559
Investment return, net	(74,378)	(105,832)	(180,210)
Contributions	149,847	372,632	522,479
Distributions from board-designated endowment pursuant to policy	(34,846)	17,234	(17,612)
Endowment net assets, end of year	\$ 498,964	\$ 927,252	\$ 1,426,216

	2021		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	\$ 377,951	\$ 312,130	\$ 690,081
Investment return, net	71,213	98,173	169,386
Contributions	268,624	233,322	501,946
Distributions from board-designated endowment pursuant to policy	(259,447)	(407)	(259,854)
Endowment net assets, end of year	\$ 458,341	\$ 643,218	\$ 1,101,559

NOTE 7 - FUNCTIONAL EXPENSES

	2022		
	Program Services	Support Services	Total
Bank service charges	\$ -	\$ 124	\$ 124
Contract services	-	7,008	7,008
Insurance	-	1,096	1,096
Office expenses	-	737	737
Event expenses	37,386	-	37,386
Scholarships	120,906	-	120,906
	\$158,292	\$ 8,965	\$ 167,257

	2021		
	Program Services	Support Services	Total
Bank service charges	\$ -	\$ 59	\$ 59
Contract services	-	6,000	6,000
Insurance	-	1,009	1,009
Office expenses	-	6,588	6,588
Event expenses	48,886	-	48,886
Scholarships	46,814	-	46,814
	\$ 95,700	\$ 13,656	\$ 109,356

NOTE 8 – RECLASSIFICATION OF PRIOR YEAR PRESENTATION

Certain prior amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported results of the operations. An adjustment has been made to increase net assets with donor restrictions for \$629,263 and reducing net assets without donor restrictions by \$629,263. This change in classification does not affect previously reported total net assets.

NPC Component Unit Financial Audit Northeast Arizona Training Center 2021-22

Summary:

Northeast Arizona Training Center (NATC) is a separate legal entity but is considered a component unit of Northland Pioneer College (NPC) as defined by the Governmental Accounting Standards Board (GASB) Statement of Standards No. 14. NATC Financial Statements are therefore included in the audited financial statements for NPC by discrete presentation.

BDR Richards, CPA's, PLC, completed the FY 2021-22 financial audit for NATC on September 7, 2022. The auditor issued an opinion that the financial statements were presented fairly, in all material respects and in conformity with Generally Accepted Accounting Principles (GAAP.)

Below are brief highlights from the report:

- Total Assets and Total Net Assets increased \$639,739 due primarily to an increase in cash related to the Legislative appropriation pass through from NPC.
- Total operating revenue increased \$686,440 due again to the Legislative appropriation identified above.
- Total expenses increased \$32,120, due to a repairs and maintenance at the training center.
- Overall cash position increased \$617,962 due to unspent Legislative appropriations to be used for capital projects at the training center.

The final FY 2021-22 Financial Statements are included for review.

NORTHEAST ARIZONA TRAINING CENTER, INC.



FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NORTHEAST ARIZONA TRAINING CENTER, INC.
Financial Statements
June 30, 2022 and 2021

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of Northeast Arizona Training Center, Inc.

Opinion

We have audited the accompanying financial statements of Northeast Arizona Training Center, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northeast Arizona Training Center, Inc. as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Northeast Arizona Training Center, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Northeast Arizona Training Center, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Northeast Arizona Training Center, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Northeast Arizona Training Center, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

BDR Richards CPA's, PLC

Snowflake, AZ
September 7, 2022

Northeast Arizona Training Center, Inc.
 Statements of Financial Position
 June 30, 2022 and 2021

	2022	2021
Assets		
Current assets		
Cash and cash equivalents	\$ 786,264	\$ 168,302
Contributions receivable	14,310	2,810
Prepaid expenses	14,747	17,050
Total current assets	815,321	188,162
Property and equipment		
Land	110,000	110,000
Construction in progress	162,016	46,597
Buildings	637,742	634,689
Training facilities	2,151,697	2,151,697
Other capital equipment	25,730	25,730
Less accumulated depreciation	(1,443,839)	(1,337,947)
Net property and equipment	1,643,346	1,630,766
Total assets	\$ 2,458,667	\$ 1,818,928
Net Assets		
Without donor restrictions-undesignated	2,458,667	1,818,928
Total net assets	\$ 2,458,667	\$ 1,818,928

Northeast Arizona Training Center, Inc.
 Statements of Activities
 Years ended June 30, 2022 and 2021

	2022	2021
Support and revenue		
Fire department membership fees	\$ 10,500	\$ 16,250
Law enforcement membership fees	15,000	15,000
Grants	762,650	75,000
Donated capital items	3,052	-
Interest	14	26
Private agency usage	14,000	12,500
	<u>805,216</u>	<u>118,776</u>
 Expenses		
Administrative and office	29,130	27,930
Repairs and maintenance	30,455	-
Depreciation	105,892	105,427
	<u>165,477</u>	<u>133,357</u>
 Change in net assets	 639,739	 (14,581)
 Net assets at beginning of year	 <u>1,818,928</u>	 <u>1,833,509</u>
 Net assets at end of year	 <u><u>\$ 2,458,667</u></u>	 <u><u>\$ 1,818,928</u></u>

Northeast Arizona Training Center, Inc.
 Statements of Cash Flows
 June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Receipts from members and users	\$ 28,000	\$ 49,690
Grants	762,650	75,000
Interest income	14	26
Payments to vendors	<u>(57,284)</u>	<u>(30,028)</u>
Net cash provided by operating activities	733,380	94,688
Cash flows from investing activities		
Purchase of property and equipment	<u>(115,418)</u>	<u>(60,546)</u>
Net cash used in investing activities	(115,418)	(60,546)
Net change in cash	617,962	34,142
Cash at beginning of year	<u>168,302</u>	<u>134,160</u>
Cash at end of year	<u><u>\$ 786,264</u></u>	<u><u>\$ 168,302</u></u>
 Reconciliation of change in net assets to net cash provided by operating activities:		
Change in net assets	\$ 639,739	\$ (14,581)
 Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	105,892	105,427
Non-cash donations	(3,052)	-
Changes in assets and liabilities:		
Contributions receivable	(11,500)	5,940
Prepaid expenses	2,301	(2,098)
Net cash provided by operating activities	<u><u>\$ 733,380</u></u>	<u><u>\$ 94,688</u></u>

Northeast Arizona Training Center, Inc.
Notes to Financial Statements
June 30, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies of Northeast Arizona Training Center, Inc. (NATC) are described below to enhance the usefulness of the financial statements to the reader.

Nature of the Organization

NATC was incorporated as a not-for-profit organization in the state of Arizona in 2004. NATC's mission is to own and operate a certified all risk regional training center to meet the educational and testing needs of fire and law enforcement personnel in Northeast Arizona. The voting members of the board of directors of NATC are personnel of Northland Pioneer College (NPC). Due to the control exercised by Northland Pioneer College, NATC is considered to be a component unit of Northland Pioneer College. Northland Pioneer College provides certain personnel and other expenses incurred for the benefit of NATC. Northland Pioneer College holds some of its classes in the NATC's training facility and owns certain educational assets utilized in the training facility. The revenue raised and expenses incurred by Northland Pioneer College for the operation of the Northeast Arizona Training Facility are not included in these financial statements. The training facility is utilized by Fire and Law Enforcement personnel throughout Northeast Arizona. NATC derives its operating revenues primarily through membership dues paid by the various user agencies and through user fees charged to other private organizations. NATC receives state appropriations through NPC and recognizes the operating income as pass through grant revenue.

Basis of Accounting

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

Net Assets

NATC presents its financial statements in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification ASU 2016-14. Accordingly, NATC reports information regarding its financial position and activities according to revenues, gains, and losses that are classified based on the existence or absence of donor or grantor-imposed restrictions. Net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for us in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor – (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. At June 30, 2022, NATC had no net assets with donor restrictions, at June 30, 2021 NATC had no net assets with donor restrictions.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from these estimates. The most significant estimate impacting NATC is the depreciable lives of fixed assets.

Cash and cash equivalents

Highly liquid investments with an original maturity of three months or less are classified as cash equivalents and are stated at fair value.

Property and Equipment

NATC capitalizes all property and equipment expenditures with a cost of \$3,000 or more and having estimated useful lives of more than one year. Property and equipment are recorded at cost or, for donated items, at fair value as of the date received. Expenditures for minor replacements, maintenance and repairs are charged to expense when incurred. Property and equipment are depreciated using the straight-line method over estimated useful lives ranging from five to fifty years.

Northeast Arizona Training Center, Inc.
Notes to Financial Statements
June 30, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributions receivable

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Conditional promises to give are not included as support until the conditions are met. As of June 30, 2022, contributions receivable consisted of unconditional promises to give in the amount of \$14,310. Contributions receivable in the year ended June 30, 2021, totaled \$2,810.

Income Taxes

NATC is a public non-profit organization and is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and Section 43-1201 of the Arizona Revised Statutes. Therefore, the accompanying financial statements contain no provision or liability for income taxes. Continued tax-exempt status is contingent on future operations being in compliance with the Internal Revenue Code.

Revenue

Revenue is recognized when earned and represent operational revenues. NATC recognizes grant revenue received through State appropriations as operational funding.

Date of Management's Review

Management has reviewed events subsequent, to June 30, 2022, up through the financial statement report date, September 7, 2022. As of the report date, there have been no events subsequent, to June 30, 2022, that are required to be disclosed in order to present fairly the financial position and changes in net assets of NATC.

NOTE 2 – IN-KIND DONATIONS

During the fiscal years ending June 30, 2022 NATC received a metal shed with a fair market value of \$3,052, and June 30, 2021, NATC did not receive any in-kind donations.

NOTE 3 – CASH AND INVESTMENTS

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

Cash and cash equivalents	2022	2021
Cash - demand deposit	\$ 786,264	\$ 168,302
Total unrestricted cash and cash equivalents	\$ 786,264	\$ 168,302

NATC has no investments on June 30, 2022.

Credit Risk – NATC does not have a formal policy for credit risk.

Custodial Credit Risk – For an investment, custodial credit risk is the risk that, in the event of the counterparty's failure, NATC will not be able to recover the value of its investments held by NPC or collateral securities that are in an outside party's possession. NATC does not have a formal investment policy for custodial credit risk.

Northeast Arizona Training Center, Inc.
Notes to Financial Statements
June 30, 2022

NOTE 3 – CASH AND INVESTMENTS (continued)

Concentration of Credit Risk – NATC does not have a formal policy for concentration of credit risk. NATC maintains a single bank account in Snowflake, AZ at National Bank of Arizona. Accounts at the institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Cash at the 2022 year end exceeds federally insured limits by \$536,264.

Interest Rate Risk – NATC does not have a formal policy for interest rate risk.

NOTE 4 – RELATED PARTY TRANSACTIONS

Northland Pioneer College provides certain use of facilities and staff services which benefits NATC. However, since these provided facilities and services also benefit Northland Pioneer College’s educational programs, no value for these amounts are recorded on NATC’s financial statements. Northland Pioneer College pays all utility costs for NATC.

NOTE 5 – PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	2022	2021
Land	\$ 110,000	\$ 110,000
Construction in progress	162,016	46,597
Buildings	637,742	634,689
Training facilities	2,151,697	2,151,697
Other Capital Equipment	25,730	25,730
	3,087,185	2,968,713
Less accumulated depreciation	(1,443,839)	(1,337,947)
	\$1,643,346	\$1,630,766

Depreciation expense for the period ending June 30, 2022, was \$105,892 and for the period ending June 30, 2021, was \$105,427. Property and equipment categories not being depreciated include Land and Construction in progress.

NOTE 6 - CASH FLOW INFORMATION

There were no non-cash financing transactions during the fiscal years 2022 or 2021. NATC paid no interest or income tax during the fiscal years 2022 or 2021.

NOTE 7 – FUNCTIONAL EXPENSES

Functional expenses are classified on the Statements of Activities for the years ending June 30, 2022, and 2021 by nature and function.

Navajo County Community College District Governing Board Meeting Minutes

September 20, 2022 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Ms. Kristine Laughter; Mr. Frank Lucero; Mr. Everett Robinson; Mr. Derrick Leslie (Joined the meeting at 10:08 a.m.).

Governing Board Member Absent: Mr. Elias Jouen.

Others Present: President Chato Hazelbaker; Vice President for Administrative Services (VPAS) Maderia Ellison; Director of Institutional Effectiveness Judy Yip-Reyes; Interim Associate Vice-President – Human Resources (AVPHR) Shenethia Manuel; Recording Secretary to the Board Paul Hempsey; Norvita Charleston; Betsy Wilson; David Huish; Nicole Ulibarri; Victor Love; Anne Lang; Bobbi Sample; Jaime Parker; Justin White; Larry Robertson; Lia Keenan; Melody Niesen; Michael Jacob; Michael Broyles; Raeann Brittain; Robert Johnson; Ruth Zimmerman; Talaina Kor; Tamara Osborne; Terrie Shevat; Wei Ma; Jeremy Raisor; Katie Matott; Rebecca Hunt; Olivia Jaquez.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Laughter called the meeting to order at 10:00 a.m. and led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Mr. Lucero made a motion to adopt the agenda as presented. Mr. Robinson seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Robinson, and Chair Laughter voting in favor. There were no votes against.

Agenda Item 3: Call for Public Comment

None.

Agenda Item 4: Discussion Items

4.A. Standing Presentations:

4.A.1. Financial Position

VPAS Ellison addressed the Board and presented the monthly Financial Position report for the period to July 31st, 2022.

4.A.2. NPC Student Government Association (SGA)

No Report.

4.A.3. Faculty Association

No Report.

4.A.4. Classified & Administrative Staff Organization (CASO)

No Report.

4.A.5. Northland Pioneer College (NPC) Friends and Family

Betsy Wilson, Director of Friends and Family, addressed the Board and provided a report on recent foundation activities including a new application process and preparation for the Pedal the Petrified event in October.

Mr. Leslie joined the meeting at 10:08 a.m.

4.A.6. Human Resources

Written Report.

Mr. Lucero asked why the Associate Vice President – Human Resources was no longer listed. President Hazelbaker responded that there were currently no viable applicants and a Request for Proposals (RFP) would be issued for a search firm to assist with the ongoing process.

4.A.7. Construction Report

David Huish, Director of Construction, addressed the Board and provided a report on the construction projects at the college.

Board Member Robinson asked if the parking lot project at the Winslow Campus was separate from the current projects. Director Huish responded that it was and the initial bids for the work came in well over the budgeted amount so the college was re-evaluating the budget and timing for the project.

4.A.8 Arizona Association of Community College Trustees (AACCT)

Chair Laughter provided an update of activities from AACCT highlighting the recent gathering in Flagstaff with college presidents.

4.A.9. President's Report

President Hazelbaker addressed the Board and provided a report on topics including; ongoing issues in hiring for executive positions; pandemic related learning losses, current enrollment numbers, progress on strategic initiatives, and the award of a Title III grant.

Mr. Lucero asked if a special meeting of the Board could be arranged, should the cost for a firm to assist with the search for an Associate Vice-President of Human Resources and Chief Information Officer exceed \$50,000.00, so the process could move forward faster. President Hazelbaker responded that he would be happy to work with Chair Laughter to potentially schedule a special meeting if needed.

Mr. Leslie asked if the college was considering building or buying housing for employee use, noting his reluctance to move either option forward, and asked for more details on the teacherage law referenced in President Hazelbaker's response.

Chair Laughter asked where candidates were looking for housing in the district and President Hazelbaker responded that candidates appeared open to living in any part of the county, with one even looking in Flagstaff, but all struggled to find options anywhere.

Mr. Lucero asked if the college was looking at popular programs at other colleges in the state to see if there might be a need within the service area and therefore an opportunity to increase enrollment. President Hazelbaker noted that is something the college had started to do and would continue to look at all options.

Mr. Lucero asked whether NPC would purchase a new Enterprise Resource Planning system with Cochise College. President Hazelbaker responded that the RFP will be written asking for bids for a multiple college purchase. If multiple colleges chose the same software the initial purchase may not see much financial benefit for NPC but savings could likely be realized by sharing services between colleges moving forward.

4.B. Compensation Study

AVPHR Manuel introduced Larry Robertson from Gallagher Benefit Services who provided details on the compensation study underway.

4.C. Assessment of Student Knowledge Annual Report

Written Report.

4.D. Board Self-Evaluation Process

President Hazelbaker reviewed the process for the Board to complete a self-evaluation providing the expected timeline.

Agenda Item 5: Consent Agenda

- A. August 16, 2022 Regular Board Meeting Minutes**
- B. 2022-24 TALON to Consortium Intergovernmental Agreements** between Navajo County Community College District and Ganado Unified School District (USD); Shonto Preparatory School; St. Johns USD.
- C. 2022-24 Concurrent Enrollment Agreement Agreements** between Navajo County Community College District and EdKey, Inc. - Sequoia Village School
- D. 2022-24 Dual Enrollment Intergovernmental Agreement** between Navajo County Community College District and St. Johns USD.

Mr. Robinson made a motion to approve the consent agenda as presented. Mr. Lucero seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against.

Agenda Item 6: For Discussion and Possible Action

6A. Old Business

None.

6B. New Business

6.B.1. Request to Approve Annual SMARTnet Renewal

President Hazelbaker reviewed the recommendation to renew SMARTnet services for an additional year at a cost of \$215,091.77.

Mr. Lucero asked if there was possibility for a five-year agreement in the future. President Hazelbaker noted he could not answer that at the moment but would find out.

Mr. Lucero made a motion to approve the renewal of SMARTnet services at a cost of \$215,097.77. Mr. Robinson seconded. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor.

6.B.2. Request to Approve Construction Contract for the 8th Avenue Sidewalk

VPAS Ellison reviewed the request to award a contract to Navapache Construction to construct a sidewalk along 8th Avenue beside the Show Low Campus. VPAS Ellison noted that Navapache Construction was the only bidder for the contract and Director Huish had been working closely with them to reduce their initial bid, which was above the amount budgeted by the college. The request was being rounded to \$243,000.00 as Board Member Jouen had suggested at a previous meeting.

Mr. Lucero asked if a Board Policy on rounding purchases had been adopted as he remained opposed to idea. President Hazelbaker responded that there was no policy or procedure on rounding and would look in to whether one was required.

Mr. Lucero made a motion to approve the construction in the amount of \$242,561.65. With no second the motion was not considered.

Mr. Robinson made a motion to approve a contract with Navapache Construction for the 8th Avenue sidewalk at \$243,000.00. Mr. Leslie seconded. The motion carried upon a roll-call vote with Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. Mr. Lucero voted against.

6.B.3. Request to Approve 2023-24 Budget Development Calendar

VPAS Ellison reviewed the recommended 2023-24 budget development calendar noting changes from previous years.

Mr. Robinson made a motion to adopt the 2023-24 Budget Development Calendar as presented. Mr. Lucero seconded. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against.

6.B.4. Request to Approve Fiscal Year 2023 Revised Budget

VPAS Ellison reviewed the revised budget for fiscal year 2023 noting the changes from the previously approved budget.

Mr. Lucero made a motion to approve the budget as presented. Mr. Robinson seconded. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against.

Agenda Item 7: DGB Agenda Items and Informational Needs for Future Meetings

Mr. Lucero asked for the actual amount spent on the 8th Avenue Sidewalk project to be reported at the meeting after completion.

Chair Laughter asked for a report on Diversity, Equity, and Inclusion work going on at the college.

Agenda Item 8: Board Report/Summary of Current Event

Mr. Lucero reported on the successful Navajo County Fair.

Mr. Robinson noted the White Mountain Symphony Orchestra had upcoming concerts over the next week and would include musicians from area high schools

Agenda Item 9: Announcement of Next Regular Meeting

Regular District Governing Board meeting on Tuesday, October 18, 2022 at 10 a.m.

Agenda Item 10: Adjournment

The meeting was adjourned at 11:34 a.m. upon a motion by Mr. Robinson and a second by Mr. Lucero. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against

Respectfully submitted,



Paul Hempsey
Recording Secretary to the Board

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

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

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 11-952, § 15-342(13), § 15-901.07, and § 15-1445.

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Concurrent Enrollment Courses via video conferencing, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

Courses offered under this IGA are a hybrid approach of concurrent offerings. These are college courses offered by college faculty through technology to the high school classrooms.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- a. After the governing boards of School District and College have approved it;
and

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

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

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 11-952, § 15-342(13), § 15-901.07, and § 15-1445.

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Concurrent Enrollment Courses via video conferencing, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

Courses offered under this IGA are a hybrid approach of concurrent offerings. These are college courses offered by college faculty through technology to the high school classrooms.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- a. After the governing boards of School District and College have approved it;
and

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
ROUND VALLEY UNIFIED SCHOOL DISTRICT NO.10**

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

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 11-952, § 15-342(13), § 15-901.07, and § 15-1445.

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Concurrent Enrollment Courses via video conferencing, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

Courses offered under this IGA are a hybrid approach of concurrent offerings. These are college courses offered by college faculty through technology to the high school classrooms.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- a. After the governing boards of School District and College have approved it;
and

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
SNOWFLAKE UNIFIED SCHOOL DISTRICT NO.5**

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (dba Northland Pioneer College; “College”), and Snowflake Unified School District No.5 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 11-952, § 15-342(13), § 15-901.07, and § 15-1445.

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Concurrent Enrollment Courses via video conferencing, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

Courses offered under this IGA are a hybrid approach of concurrent offerings. These are college courses offered by college faculty through technology to the high school classrooms.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- a. After the governing boards of School District and College have approved it; and
- b. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

- B. The term of this Agreement shall be from the Effective Date through June 30, 2024 (“Term”).

4. OBLIGATIONS OF COLLEGE

- A. Shall provide all full time and/or adjunct instructors and curriculum.
- B. Shall provide overall administrative direction and support.
- C. Shall lead a biannual schedule development process with all participating Districts.
- D. Shall provide placement testing and registration processes for the participating District students.
- E. Shall oversee purchase, installation and maintenance of all equipment and network processes required for participation.
- F. Shall provide network and equipment training to District technical staff.
- G. Shall provide training to District Site/Classroom Supervisors.
- H. Shall provide pre-session orientations for the participating District students.
- I. Shall provide for the participating District students access to advising, career and library services, college financial aid assistance, disability resources and accommodations, and full, online tutoring services.
- J. Shall provide, should the District choose to participate, adult basic education and possible other instruction to community members at the District site during evening hours.
- K. Shall provide a lab aide, at College expense, for evening course work provided at the District.

4.1 General Course Requirements

Students enrolled in Concurrent Enrollment Courses shall be admitted to College for college level credit under the College’s current procedures for admission of students to College, and in compliance with A.R.S. § 15-1805.01. For students under the age of 18, the College’s admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College. Except for vocational and occupational Concurrent Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Concurrent Enrollment Course through an assessment test or GPA prior to, or at the time of, enrollment to determine and assure proper placement in the Concurrent Enrollment Courses.

4.2 Instructors and Instruction

Since College is providing the instructor for a Concurrent Enrollment Course, College will provide at College’s expense a substitute instructor or alternative instruction (online course material), as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Concurrent Enrollment Course.

4.3 Policy and Procedure

College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Concurrent Enrollment Courses will be enrolled in both School District and College. Pursuant to the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”), and applicable regulations, School District and College may disclose educational records of students to each other as “officials of another school system” where the student is enrolled.

4.4 Students with Disabilities

After notification from the student of individual needs, College will cooperate with School District to ensure the course complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act (“IDEA”), as applicable. College shall work with the student in determining appropriate accommodations or special education services; however, the School District shall be responsible for ensuring that the student receives a free appropriate public education (“FAPE”) in conformity with his or her 504 Plan or individualized education program (“IEP”), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District’s obligations relating to child find, evaluation, and placement of students with disabilities.

4.5 Reporting

College will submit a report to the Joint Legislative Budget Committee pursuant to A.R.S. § 15-1821.01(2)(b) when necessary, and School District will provide College with data that is required for inclusion in any such report in a timely fashion, as specified in Section 5.6.

5. OBLIGATIONS OF SCHOOL DISTRICT

- A. Shall provide classroom space, as agreed upon by the College and the District, to establish a distance education classroom. The space shall be made available and staffed in accordance with the College calendar and without regard to District holidays, days off, and early-release days.
- B. Shall provide to the College a list of course requests and anticipated enrollment by January 18th for any class to begin the following Fall semester, and September 1st for any classes to begin the following Spring semester.
- C. Shall ensure that each student enrolling in a course is aware that the student is participating in a college level course, even though provided at the school, and should

act appropriately, which includes the expectation that students be on time and remain in class for the duration of the session.

- D. Shall assist the College in identifying and enrolling appropriate high school students in concurrent enrollment courses.
- E. Shall provide a District employee as a classroom aide during all high school concurrent enrollment courses delivered via video conferencing. During the time the class is in session, the aide shall be present in the classroom and shall be available by phone, either mobile or landline.
- F. Shall provide local technical support for the equipment.
- G. Shall coordinate equipment and technical support needs with the college's Technical Advancement and Support Division (TAS).
- H. Will adhere to College policy regarding billing and refunding for students who withdraw.
- I. Will hold students accountable to the college's Student Conduct Code as outlined in the current college catalog.
- J. Shall not use the equipment for any purpose other than NPC classes or NPC adult basic education classes, which includes but is not limited to the attachment of any non-related cable or external devices to the Cisco equipment in the classrooms.
- K. Shall submit student registration forms to NPC prior to District students leaving for summer break.
- L. Shall provide College-identified textbooks to participating students. District may make a determination as to textbook cost recovery based on District needs.
- M. Shall identify a District employee to serve as primary District Project contact.
- N. With regard to nondiscrimination of persons with disabilities, shall assist students with the process of self-identification in order to receive appropriate services.

5.1 Policy and Procedure

- A. School District will ensure that each student seeking enrollment in a Concurrent Enrollment Course:
 - i. has completed the necessary College admissions and registration process;
 - ii. has completed College assessment examinations, if required by College;
 - iii. is aware the student is subject to both School District policies and procedures and College policies and procedures;
 - iv. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
 - v. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.
- B. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit

access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Concurrent Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as “officials of another school system” where the student is enrolled.

5.2 Students with Disabilities

School District will work with qualified students to have individual students request appropriate accommodations for disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. Students shall work with College in determining appropriate accommodations or special education services. School District shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District’s obligations relating to child find, evaluation, and placement of students with disabilities.

5.3 Reporting

School District will provide to College in a timely fashion any data or other information that is required for the submission of any and all reports required by A.R.S. § 15-1821.01.

6. MUTUAL AGREEMENTS

The District agrees to maintain liability insurance in the amount of \$1,000,000.00, naming the College as an additional insured, in order to protect the College from any liability arising from the District providing services under this Agreement. The College agrees to maintain liability insurance in the amount of \$1,000,000.00, naming the District as an additional insured, in order to protect the District from any liability arising from the College providing services under this Agreement. Any duty to indemnify under this Agreement shall be limited to such Party’s maximum insured liability.

6.1 The College Instructor

Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor’s employment contract and College policy.

6.2 Students

Each student enrolled in a Concurrent Enrollment Course, even though remaining a student of School District, shall follow the schedule and calendar of classes applicable for Concurrent Enrollment Courses as established and approved by College.

6.3 Removal from Course

School District retains the right to refuse to allow a student to enroll in a Concurrent Enrollment Course and to discipline and/or remove any student from the Concurrent Enrollment Course in accordance with School District policies. College shall have the right to request School District to remove a student from a Concurrent Enrollment Course.

6.4 Schedule

School District and College shall work together to determine the schedule of, and maximum and minimum number of students to enroll in, each Concurrent Enrollment Course. As part of this agreement, the College will make every effort to offer the following courses on a regular rotation:

- ECN 211 • Principles of Macroeconomics 3 credits
- ENL 101 • College Composition I 3 credits
- ENL 102 • College Composition II 3 credits
- HIS 105 • U.S. History to 1877 3 credits
- HIS 106 • U.S. History since 1877 3 credits
- MAT 152 • Advanced Algebra 3 credits
- MAT 189 • Pre-Calculus Algebra/Trigonometry 3 credits
- MAT 221 • Calculus I 4 credits
- MAT 231 • Calculus II 4 credits
- POS 110 • American Government 3 credits
- SPA 101 • Elementary Spanish I 4 credits
- SPA 102 • Elementary Spanish II 4 credits

6.5 Guidelines

School District and College shall ensure that each student enrolled in a Concurrent Enrollment Course, and all personnel of School District and all personnel of College who are involved in the Concurrent enrollment program are provided with Concurrent enrollment guidelines, and that such persons agree to review and comply with the guidelines.

7. FINANCIAL PROVISIONS AND FORMAT FOR BILLING: See Exhibit A attached.

7.1 Fees

Fees and charges for the Concurrent Enrollment Courses and program are provided on Exhibit B attached to this Agreement.

7.2 Cost-Sharing

The College and School Districts shall share the cost of maintaining this program. The School Districts are required to pay a share of the SmartNet warranty. The total amount is to be divided up equally between all School Districts participating in the program consortium. The College shall provide an invoice to the School District with a breakdown of costs, one month prior to the due date of Full-Time Equivalents day (FTSE day) each semester.

7.3 Supplies

School District will provide basic textbooks, workbooks, supplies and other costs related to the teaching of and the administration of Concurrent Enrollment Courses within School District.

7.4 Tuition

- A. The School District shall be responsible for payment of tuition to College, as specified in Exhibit B.
- B. School District understands and agrees that tuition charges for students enrolled under this program may vary depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of 19 years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

7.5 Billing Format

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit B. All bills under this Agreement shall include all information required by A.R.S. § 15-1821.01(1)(a).

8. RECORDS

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of 5 years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or

agency of the State of Arizona or by representatives of the comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

9. CONFIDENTIALITY

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and School District policies controlling the disclosure of personally identifiable information from a student's education records.

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 10, termination shall only be effective at the end of a semester, and no Concurrent Enrollment Course shall be terminated prior to such effective date.

10.2 No Relief from Obligations

Termination of this Agreement shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining concurrent credit at the time of termination or notice thereof.

10.3 Disposition of Property

The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by College for the program shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

11. RESPONSIBILITY

11.1 Conduct of Operations

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

11.2 Indemnification

Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, students and agents.

12. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

13. NON-ASSIGNABILITY

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College non-discrimination policies and all state and federal non-discrimination laws and regulations, including Executive Order 2009-09.

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

16. ENTIRE AGREEMENT

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

17. INVALIDITY OF PART OF THE AGREEMENT

If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

18. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

19. NOTICE

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

If to College:

Chato Hazelbaker, President
Northland Pioneer College
P.O. Box 610
Holbrook, AZ 86025

If to School District:

Hollis Merrell, Superintendent
Snowflake Unified School District No.5
682 School Bus Lane
Snowflake, AZ 85937

COLLEGE

SCHOOL DISTRICT

By: Chato Hazelbaker
Title: President



By: Hollis Merrell
Title: Superintendent

Date

9-12-22

Date

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. §11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.

Kristin Mackin
By: Kristin Mackin

Title: Attorney, Sims Mackin
Counsel for Navajo County Community
College District
Date: 9/23/2022


By: for CBH

Title: Attorney, Hufford + Horstman
Counsel for Snowflake Unified School
District No.5
Date: 8/24/22

EXHIBIT A
TYPE OF INSTRUCTION
CONCURRENT ENROLLMENT COURSES

COURSES AND CREDITS

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

Districts shall participate in a minimum of 3 college courses each semester (fall and spring).

- ECN 211 • Principles of Macroeconomics 3 credits
- ENL 101 • College Composition I 3 credits
- ENL 102 • College Composition II 3 credits
- HIS 105 • U.S. History to 1877 3 credits
- HIS 106 • U.S. History since 1877 3 credits
- MAT 152 • Advanced Algebra 3 credits
- MAT 189 • Pre-Calculus Algebra/Trigonometry 3 credits
- MAT 221 • Calculus I 4 credits
- MAT 231 • Calculus II 4 credits
- POS 110 • American Government 3 credits
- SPA 101 • Elementary Spanish I 4 credits
- SPA 102 • Elementary Spanish II 4 credits

EXHIBIT B

FINANCIAL PROVISIONS

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

1. INSTRUCTORS

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

_____ School District shall provide and pay all instructors.

College shall provide and pay all instructors.

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

2. PAYMENTS TO THE SCHOOL DISTRICT:

N/A

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

TUITION:

College tuition is Sixty-eight Dollars (\$ 68) per credit hour for each in-county/in-state student; tuition is Eight-five Dollars (\$ 85) per credit hour for each out-of-county/ in-state student; and Four hundred ten Dollars (\$ 410) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status. Payment is due to the college prior to FTSE date each semester.

ADDITIONAL FEES AND/OR COSTS:

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

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. .</i>
1. Equipment Fee \$2,820.32	District <input checked="" type="checkbox"/> Student
2. Course Fees	District <input checked="" type="checkbox"/> Student
3. Media Fee	District <input checked="" type="checkbox"/> Student

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

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

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

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

- A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and
- B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

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

5. FINANCIAL AID

A scholarship will be applied for College course tuition, media, and applicable course fees, including all courses available for concurrent enrollment, bringing tuition to \$ 0/ credit hour for in-state tuition.

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

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

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

N/A

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

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$ 1,554,800

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

\$ 0

Amount School District returned to College:

(Specify percentage or dollar amount)

\$ 0

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
CHINLE UNIFIED SCHOOL DISTRICT NO.24**

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (dba Northland Pioneer College; “College”), and Chinle Unified School District No.24 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

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

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

BACKGROUND

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

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

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

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

BACKGROUND

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

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
ROUND VALLEY UNIFIED SCHOOL DISTRICT NO.10**

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

BACKGROUND

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

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
SNOWFLAKE UNIFIED SCHOOL DISTRICT NO.5**

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (dba Northland Pioneer College; “College”), and Snowflake Unified School District No.5 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

B. The term of this Agreement shall be from the Effective Date through June 30, 2024 (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District freshmen, sophomores, juniors or seniors who meet College’s prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

1. of a quality and depth to qualify for college credit, as determined by College;
2. evaluated and approved through the College curriculum approval process;
3. at a higher level than taught by the School District high school;
4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
5. compliant with all other standards for College courses.

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit A attached to this Agreement, which shall be updated annually by College.

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College’s current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. For students under the age of 18, the College’s admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

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

F. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.

G. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.

H. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. School District will provide College with the State Student ID number for each student as provided in Section 5.1(F).

I. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

4.2 Instructors and Instruction

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3 Assessment and Monitoring

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).

C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the course outlines as necessary.

4.4 Policy and Procedure

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

4.5 Students with Disabilities

- A. After notification from School District of a student's need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. College shall work with School District in determining appropriate accommodations or special education services; however, School District shall be responsible for ensuring that the student receives a free appropriate public education ("FAPE") in conformity with his or her 504 Plan or individualized education program ("IEP"), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.
- B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act ("ADA") and the Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

- A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.
- B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.
- C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at a School District facility.
- D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.
- E. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

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

5.2 Instructors and Instruction

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

B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.

C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding 10 consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

5.3 Assessment and Monitoring

School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence to review and amend the course outlines as necessary.

5.4 Policy and Procedure

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:

1. has completed the necessary College admissions and registration process;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
5. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in Dual Enrollment Courses for failure to follow College requirements.

C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as “officials of another school system” where the student is enrolled.

5.5 Students with Disabilities

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District’s obligations relating to child find, evaluation, and placement of students with disabilities.

5.6 Facilities and Funding

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit B attached to this Agreement, which shall be updated annually by College.

6. MUTUAL AGREEMENTS

6.1 Instructor

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor’s employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

B. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor's employment contract and College policy, but shall also be subject to School District policy. Should a College instructor violate School District procedure or policy, School District may ask College to withdraw authorization for the instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify School District in writing of such substitution.

6.2 Students

Each student enrolled in a Dual Enrollment Course, even though enrolled as a College student during the term of the Dual Enrollment Course, shall remain a student of School District and shall follow the schedule and calendar of classes applicable for Dual Enrollment Courses, as established by School District and approved by College.

6.3 Removal from Course

School District retains the right to refuse to allow a student to enroll in a Dual Enrollment Course and to discipline and/or remove any student from the Dual Enrollment Course in accordance with School District policies. College shall have the right to request School District to remove a student from a Dual Enrollment Course.

6.4 Schedule and Number of Students

School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by prior written agreement of School District and College. School District and College must mutually agree if any student who is not a student of School District will be enrolled in a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.

6.5 Availability of Instructors

Availability of Dual Enrollment Courses offered by College shall be dependent on the availability of appropriately qualified instructors. College may compensate School District for the services of a qualified instructor provided by School District or, alternatively, College may provide a qualified instructor to deliver any Dual Enrollment Course.

6.6 Guidelines

School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.

6.7 Rigor of Courses

College and School District agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Enrollment Course shall meet statutory and College criteria, and such criteria shall not be diminished for the purpose of the dual enrollment program.

7. FINANCIAL PROVISIONS AND FORMAT FOR BILLING: See Exhibit A attached.

7.1 Fees

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit B attached to this Agreement, which shall be updated annually by College.

7.2 Supplies

School District will provide and pay for basic textbooks, workbooks, supplies and other costs related to the teaching of and the administration of Dual Enrollment Courses within School District.

7.3 Tuition

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit B.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth on Exhibit B, which may be amended annually by College. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of 19 years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

7.4 Billing Format

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit B. All bills under this Agreement shall include all information required by A.R.S. § 15-1821.01(1)(a).

7.5 Manner of Financing

School District and College will each fund their respective obligations under this Agreement through their respective budgeting process.

8. RECORDS

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of 5 years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona or by representatives of the comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

9. CONFIDENTIALITY

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and School District policies controlling the disclosure of personally identifiable information from a student's education records.

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

10.2 No Relief from Obligations

Termination of this Agreement shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining dual credit at the time of termination or notice thereof.

10.3 Disposition of Property

The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by College for the program shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

11. RESPONSIBILITY

11.1 Conduct of Operations

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

11.2 Indemnification

Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, students and agents.

12. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

13. NON-ASSIGNABILITY

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College non-discrimination policies and all state and federal non-discrimination laws and regulations, including Executive Order 2009-09.

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

16. ENTIRE AGREEMENT

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

17. INVALIDITY OF PART OF THE AGREEMENT

If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

18. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

19. NOTICE

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

20. LEGAL WORKER REQUIREMENT

To the extent applicable under Arizona Revised Statutes § 41-4401, each Party may not award a contract to any contractor who fails, or whose subcontractors fail, to verify the employment eligibility through the e-verify program of any employee it hires, and who does not comply with federal immigration laws and regulations relating to their employees. As mandated by A.R.S. § 41-4401, this provision provides notice of those requirements.

21. WORKERS COMPENSATION

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

If to College:

Chato Hazelbaker, President
Northland Pioneer College
P.O. Box 610
Holbrook, AZ 86025

If to School District:

Hollis Merrell, Superintendent
Snowflake Unified School District No.5
682 School Bus Lane
Snowflake, AZ 85937

COLLEGE

SCHOOL DISTRICT

By: Dr. Chato Hazelbaker
Title: President



By: Hollis Merrell
Title: Superintendent

Date

9-12-22

Date

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.



By: Kristin Mackin

Title: Attorney, Sims Mackin
Counsel for Navajo County Community
College District

Date: 9/23/2022



By: for CBH

Title: Attorney, Hufford + Horstman
Counsel for Snowflake Unified School
District No.5

Date: 8/24/22

EXHIBIT A

**TYPE OF INSTRUCTION
DUAL ENROLLMENT COURSES**

COURSES AND CREDITS

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

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

SCC	SCO	BUS100	INTRODUCTION TO BUSI	COLEY, BEN	3
SCC	SCO	BUS110	SMALL BUSINESS MANAG	COLEY, BEN	3
SCC	SCO	BUS210	PRINCIPLES OF MANAGE	COLEY, BEN	3
SCC	SCO	BUS231	MS OFFICE LEVEL I	COLEY, BEN	3
SCC	SCO	ECN211	PRINCIPLES OF MACROE	JOHNSTON, J	3
SCC	SCO	ENL101	COLLEGE COMPOSITION	RUFFELL, NA	3
SCC	SCO	ENL102	COLLEGE COMPOSITION	RUFFELL, NA	3
SCC	SCO	MAT152	ADVANCED ALGEBRA	GODFREY, DO	3
SCC	SCO	MAT189	PRECALCULUS ALGEBRA-	GODFREY, DO	3
SCC	SCO	MAT221	CALCULUS I	GODFREY, DO	4
SCC	SCO	MAT231	CALCULUS II	GODFREY, DO	4

EXHIBIT B

FINANCIAL PROVISIONS

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

1. INSTRUCTORS

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

- School District shall provide and pay all instructors.
- College shall provide and pay all instructors.
- Each party shall provide and pay for instructors as follows: _____

2. PAYMENTS TO THE SCHOOL DISTRICT

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Ten Dollars (\$ 10) per credit hour for each properly enrolled student, capped at Two-hundred fifty Dollars (\$ 250) per credit hour for each course. *(Indicate N/A if there is no cap.)*

Invoices from the School District to the College shall be based on College course rosters and include the information listed in Exhibit A of this Agreement.

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

TUITION:

In-county/in-state tuition is Sixty-eight Dollars (\$ 68) per credit hour for each in-county/in-state student; out-of-County/in-state tuition is Eight-five Dollars (\$ 85) per credit hour for each out-of-County, in-state student; and Four hundred ten Dollars (\$ 410) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

ADDITIONAL FEES AND/OR COSTS:

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

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

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

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

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

- A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and
- B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

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

5. FINANCIAL AID

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

[If grants, scholarships or financial aid are available, specify that information here]:

A scholarship will be applied for dual enrollment courses to cover in-state tuition, media fees, and applicable course fees, bringing the cost of tuition to \$0 per credit hour.

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

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

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

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

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

N/A

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$ 1,554,800

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

\$ 0

Amount School District returned to College:

(Specify percentage or dollar amount)

\$ 0

Approval of Northern Arizona Community College Partnership (NACCP)

Recommendation:

Staff recommends the approval of the Northern Arizona Community College Partnership (NACCP) intergovernmental agreement.

Summary:

Over the past year Mohave Community College District, Coconino Community College District, and Yavapai County Community College District have discussed ways that we can collaborate to a greater degree. This agreement is the next step in that discussion and will allow the districts to continue to explore ways we can intentionally work together in order to provide greater services to our communities and to find ways to lower costs.

The next step after signing this agreement, is to begin working on sub-agreements in particular areas such as academic instruction, data sharing or other support services. Those agreements will be presented to the individual Presidents for execution, for instance the sub agreements may cover ways we can share courses in a particular program or combine our efforts to gain additional purchasing power in a particular area. All such sub agreements are bound by both state law, and the policies and procedures governing Northland Pioneer College. There is no cost to this agreement.

**MOHAVE COUNTY COMMUNITY COLLEGE DISTRICT – NAVAJO COUNTY
COMMUNITY COLLEGE DISTRICT- COCONINO COUNTY COMMUNITY
COLLEGE DISTRICT- YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
INTERGOVERNMENTAL AGREEMENT
Effective October 1, 2022**

INTRODUCTION

THIS INTERGOVERNMENTAL AGREEMENT (hereafter “Agreement”) is made and entered into by and between **MOHAVE COUNTY COMMUNITY COLLEGE DISTRICT** (by and through its Governing Board), hereinafter referred to as **MCC**, **NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT** (by and through its Governing Boards), hereinafter referred to as **NPC**, **COCONINO COUNTY COMMUNITY COLLEGE DISTRICT** (by and through its Governing Board), hereinafter referred to as **CCC**, and **YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT** (by and through its Governing Board), hereinafter referred to as **YC**, collectively known as the Northern Arizona Community College Partnership, pursuant to A.R.S. §11-952 and 41-2632 *et seq.*

WHEREAS, **MCC, NPC, CCC and YC** are authorized to enter into this Agreement by virtue of A.R.S. §15-1470 *et seq.*; and

WHEREAS, this Agreement will supersede previous Intergovernmental Agreement(s) between the Parties and will be the basis for continued cooperative endeavors between **MCC, NPC, CCC and YC**; and

WHEREAS, **MCC, NPC, CCC and YC** will strive jointly to deliver selective programs of higher education instruction and education-related services in a cost-effective manner, thereby providing a higher educational value for the resources invested and greater access to degree programs for the residents of the Northern Arizona that includes Mohave, Navajo, Apache, Yavapai and Coconino Counties; and

WHEREAS, **MCC, NPC, CCC and YC** agree to preserve the integrity and autonomy of each institution, permitting each to effectively fulfill its own mission; and

NOW, THEREFORE, **MCC, NPC, CCC and YC** agree as follows:

ARTICLE I—PURPOSE

The purpose of this Agreement is to provide terms and conditions under which **MCC, NPC, CCC and YC** will exercise efficient and maximal use of available educational resources through common and complementary resources of each institution.

MCC, NPC, CCC and YC intend to collaborate in areas of academic instruction, curriculum development, data sharing, business functions, student services, and other support services to provide a cooperative higher education network for residents of the Northern Arizona which includes Mohave, Navajo, Apache, Yavapai and Coconino Counties.

No separate legal entity is created by this Agreement.

ARTICLE II—NORTHERN ARIZONA COMMUNITY COLLEGE PARTNERSHIP

The respective administrations facilitated by the Chief Academic Officers of **MCC, NPC, CCC and YC** shall jointly establish and maintain the Northern Arizona Community College Partnership (hereafter “Partnership”). The Partnership shall be charged with preparing recommendations to the Presidents of **MCC, NPC, CCC and YC** or their designees on areas of collaboration outlined in this Agreement.

The Partnership shall maintain written operational details of this Agreement and shall provide a copy of such details to the Presidents of **MCC, NPC, CCC and YC**. The Partnership may update operational details as needed. The Partnership shall forward any recommendations for changes to this Agreement to the Presidents of **MCC, NPC, CCC and YC** for consideration which shall be subject to approval by all parties and documented as a change to the Agreement by a writing signed by all parties.

The Partnership shall maintain written Sub-Agreements consistent with this Agreement using the template in Appendix A and recording each approved Sub-Agreement in Appendix B. Copies of all Sub-Agreements shall be provided to the Presidents of **MCC, NPC, CCC and YC**.

The Presidents of **MCC, NPC, CCC and YC or their designees** shall determine and provide necessary fiscal support for the Partnership and for joint measures under this Agreement in an equitable fashion. Absent a specific agreement to share costs, **MCC, NPC, CCC and YC** are fiscally responsible for services or resources at their respective institutions.

ARTICLE III—SUB-AGREEMENTS/RECORD KEEPING

Staff at respective institutions shall prepare drafts of Sub-Agreements and provide a copy of such to the Presidents of **MCC, NPC, CCC and YC or their designees** for approval; and maintain written Sub-Agreements consistent with this Agreement using the template in Appendix A and recording each approved Sub-Agreement in Appendix B. Copies of all Sub-Agreements shall be provided to the Presidents of **MCC, NPC, CCC and YC or their designees**.

The Presidents of **MCC, NPC, CCC and YC or their designees** shall determine and provide necessary fiscal support for joint measures under this Agreement in an equitable fashion. Absent a specific agreement to share costs, **MCC, NPC, CCC and YC** are fiscally responsible for services or resources at their respective institutions.

ARTICLE IV—TERM OF AGREEMENT/AMENDMENTS

The Agreement shall take effect upon execution by all Parties and shall continue in effect until June 30, 2027, and may be renewed thereafter for successive five-year periods through a written agreement signed by all Parties.

This Agreement may be amended by a writing signed by all Parties.

ARTICLE V—TERMINATION, CANCELLATION, AND FINANCES

1. Any party may terminate this Agreement for any reason effective the first day of a fiscal year upon ninety days prior written notice to the other party.
2. All institutions will separately establish and maintain budgets to support any joint educational programs or activities established under this Agreement.
3. In the event of termination of the Agreement, property acquired by one party to this Agreement shall be retained by the party that purchased that property. Property jointly acquired shall be equitably divided, or if sold, its proceeds shall be equitably divided, in proportion to the contribution of each party toward the cost of acquisition.
4. Any party may cancel this Agreement without any further obligation in the event that sufficient appropriated funding is unavailable to assure full performance of its terms.
5. The Parties recognize that this Agreement may be canceled by any Party for conflict of interest in accordance with ARS § 38-511.

ARTICLE VI—SPECIAL PROVISIONS

1. All Parties will exercise efficient and maximal use of available educational resources. Specifications, roles, and responsibilities shall be developed by staff and approved by the Presidents of **MCC, NPC, CCC and YC** and shall be followed by all institutions.
2. The institutions may update these specifications, roles and responsibilities, as needed, with Presidential approval.
3. Each institution shall register admitted students under each institution's procedures and tuition schedules, and shall collect tuition for classes taught at said institution.
4. Each institution will coordinate academic program efforts and share resources according to the written guidelines as established by each institution, including but not limited to academic instruction, curriculum development, and equipment sharing.
5. Each institution will have representation on the Northern Arizona Community College Partnership as designated by each College President.
6. The institution at which the student is registered for a class shall provide and pay for any disability accommodations for that class.
7. All Parties will mutually provide access to shared student educational records and enrollment information to the extent permitted by the Family Educational Rights and Privacy Act.
8. All Parties agree to inform each other of any significant complaints, problems, successes, and opportunities regarding this Agreement. Note: May need to be more expansive in sub agreements.

ARTICLE VII—CONTRACT CLAIMS AND ARBITRATION

The Parties shall first attempt to resolve any contract claims or disputes they may have through negotiation. If they are unsuccessful in doing so, the Parties shall submit any contract claims or disputes they may have to arbitration, through the services of the Coconino County Superior Court Alternative Dispute Resolution program, pursuant to the Arizona Uniform Arbitration Act (Arizona Revised Statutes Sections 12-1501 through 12-1518), and Rules 72 through 76 of the Arizona Rules of Civil Procedure providing for arbitration by agreement of reference.

ARTICLE VIII—NON-DISCRIMINATION

The Parties agree to comply with Arizona Executive Order 99.4, prohibiting discrimination in employment by government contractors, to the extent applicable to this contract.

ARTICLE IX—MUTUAL INDEMNIFICATION/LIABILITY

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

Each institution shall maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of its employees or agents. None of the institutions shall be responsible for maintaining insurance coverage for liability arising from acts and omissions of the other institution’s employees or agents.

ARTICLE X—GOVERNANCE OF STATE LAW

This Agreement shall be governed and interpreted under the laws of the State of Arizona.

ARTICLE XI—AUTHORIZING SIGNATURES FOR THE AGREEMENT

MOHAVE COUNTY COMMUNITY COLLEGE DISTRICT:

By _____
Board Chair Date

By _____
President Date

Pursuant to A.R.S. § 11-952(D), the attorney for each of the parties has determined that the foregoing agreement is in proper form and is within the powers of authority granted under the laws of this state:

By: Date
Title:
Counsel for Mohave County
Community College District

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

By _____
Board Chair Date

By _____
President Date

Pursuant to A.R.S. § 11-952(D), the attorney for each of the parties has determined that the foregoing agreement is in proper form and is within the powers of authority granted under the laws of this state:

Kristin Mackin 9/27/2022

By: Kristin Mackin Date
Title: Attorney, Sims Mackin Ltd.
Counsel for Navajo County
Community College District

COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

By _____
Board Chair Date

By _____
President Date

Pursuant to A.R.S. § 11-952(D), the attorney for each of the parties has determined that the foregoing agreement is in proper form and is within the powers of authority granted under the laws of this state:

By: Date
Title:
Counsel for Coconino County
Community College District

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

By _____
Board Chair Date

By _____
President Date

Pursuant to A.R.S. § 11-952(D), the attorney for each of the parties has determined that the foregoing agreement is in proper form and is within the powers of authority granted under the laws of this state:

By: Date
Title:
Counsel for Yavapai County
Community College District

APPENDIX A—TEMPLATE FOR SUB-AGREEMENTS

This Sub-Agreement is subject to, incorporates by reference, and may not conflict or be inconsistent in any regard with the provisions of the MOHAVE COUNTY COMMUNITY COLLEGE DISTRICT— NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT – COCONINO COUNTY COMMUNITY COLLEGE DISTRICT and YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT INTERGOVERNMENTAL AGREEMENT dated _____, 2022.

Each Sub-Agreement must follow the format of this template, and after approval by all Parties below, shall be updated on the index of Sub-Agreements in Appendix B.

(Describe purpose, details and term of agreement in this section)

The following signatures denote approval:

MCC President Signature Date

NPC President Signature Date

CCC President Signature Date

YC President Signature Date

The Partnership Chair and all Presidents (or Presidents’ designees authorized to sign intergovernmental Agreements) must approve each Sub-Agreement for it to take effect.

- Copies to:
- President of MCC
 - President of NPC
 - President of CCC
 - President of YC

Other as appropriate to the Sub-Agreement (list here)

APPENDIX B—INDEX OF SUB-AGREEMENTS

Appendix B shall be maintained and kept current by the Partnership. Each Sub-Agreement must be in the format of Appendix A and must be properly signed and dated. The original document of the Sub-Agreement is kept with Partnership files in media of the Partnership’s choosing. Appendix B is updated to summarize each Sub-Agreement as follows.

Each Sub-Agreement is governed by the Agreement as stated in Appendix A. The duration and other terms of the Agreement shall govern each Sub-Agreement unless otherwise provided in a Sub-Agreement.

Index of Sub-Agreements in Alphabetical Order or Title			
<u>Title</u>	<u>Approved</u>	<u>Revised</u>	<u>Description</u>
Test Project	TBD	n/a	Agreement describes program details.

Request to Name Painted Desert Campus Library

Recommendation:

Name the Library at the Northland Pioneer College Painted Desert Campus “The Dr. Eric B. Henderson Memorial Library.”

Procurement Process and Budget Information:

A plaque in memory of Dr. Henderson will be funded by donations from the faculty and other college employees. If donations exceed the cost of the plaque, they will be donated to the Taking Flight scholarship through the NPC Friends and Family Foundation.

Summary:

Dr. Eric B Henderson served for many years as an administrator, primarily as Dean of Arts and Sciences and briefly as Vice President of Learning, and as an instructor at Northland Pioneer College. Because of Dr. Henderson’s enormous commitment to NPC’s students and faculty, his broad, deep and infectious curiosity and love for learning, and in particular because of his commitment to mentoring and developing many of our current faculty members, the NPC Faculty Association has passed a resolution requesting that the library at the Painted Desert Campus be named “The Dr. Eric B. Henderson Memorial Library.” This request applies only to the actual library space, not to the building that contains it.



Request to Release Funds for Construction-Related Furnishings at NATC

Recommendation:

Staff recommends releasing \$36,500 for construction-related furniture at the Northeastern Arizona Training Center (NATC).

Procurement Process and Budget Information:

Following the NATC procurement process, multiple quotes were received previously and the least expensive vendor was selected. Money from the state allocation to NATC of \$1 million remains available to utilize for the purchase.

Summary:

In 2019, NPC received funding from the state legislature for construction at NATC. In January 2020, LEA Architects, LCC was contracted to develop a Master Plan for NATC which resulted in a phased approach to be completed over the span of several years. Phase I included a new training simulator building, infrastructure and cement pads for the tiny houses, and an expansion of a training classroom.

During the October 4, 2022 NATC Board meeting, board members voted unanimously to approve the purchase of furniture for six of the tiny houses (which will provide furniture for twelve rooms for future police academy cadets) from Arizona Correctional Industries, and includes beds, desks, dressers, wardrobes, and delivery costs.

Request to Award Contract for Search Firm

Recommendation:

Staff recommends approval to award a contract to assist in the search for the Associate Vice President of Human Resources and Chief Information Officer to Academic Search, Inc. not-to-exceed \$85,000.00 in total cost.

Procurement Process and Budget Information:

Proposals were requested from organizations with active state/cooperative contracts accessible to the College under State of Arizona procurement guidelines. Based upon responsiveness, capabilities, and price point, Academic Search's proposal is recommended for approval. This expense was not budgeted so, will be funded from contingency monies which remain healthy.

Summary:

The college has been struggling to fill both the Associate Vice President of Human Resources (AVPHR) and the Chief Information Officer (CIO) roles. The problems we are having filling these executive positions are not specific to Northland Pioneer College. Across the nation many are reporting difficulty finding quality candidates for executive level roles, and nationwide numbers show that turnover accelerated during the pandemic.

Academic Search is a well-respected search firm with access to databases and personal contacts that will help us attract a quality pool of candidates. Additionally, because we do not currently have a permanent AVPHR, they can fill the important role of working with candidates and helping them understand why they should consider working at NPC and what the opportunities are.

Academic Search



**Northland
Pioneer
College**

Associate Vice President
for Human Resources

Associate Vice President/
Chief Information Officer

Dr. Carlos N. Medina
Vice President for Equity and Inclusion
and Senior Consultant

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STRATEGIC ADVANTAGE

Hiring qualified and effective new team members is critical to the life of any institution of higher education. Academic Search is focused on partnering with colleges and universities to attract the best teams possible.

We pledge to advocate enthusiastically for Northland Pioneer College (NPC or the College), to attend to the needs of your search committees, to advise candidates clearly and ethically, and to manage the search process so that you can focus on selecting the top candidates for Associate Vice President for Human Resources (AVPHR) and Associate Vice President/Chief Information Officer (AVP/CIO).

The Academic Search **value proposition** is based on providing service in five ways that you can rely on unequivocally to achieve your goals in this search: expertise, excellence, reach, trust, and equity and inclusion.

EXPERTISE

Academic Search brings a deep understanding of college and university processes emanating from specialization in higher education searches for more than 45 years. Our accomplished consultants understand intimately the qualities that make a successful executive leader. Our team includes thoughtful advisors who have vast professional networks, extensive higher education leadership experience, and decades of recruitment expertise. NPC will benefit directly from their hands-on involvement in the recruiting, evaluation, and vetting of your candidate pool.

EXCELLENCE

Your search process will be customized to your institutional culture and your particular needs at this time, but it is grounded in the shared experience of best practices. Our consultants will design and manage a search process that not only achieves deliverables in the proposed timeline but promotes a positive impression of the College in the higher education community. At every stage of the search, you can count on expert advisement and counsel from the search consultants as well as the entire Academic Search team and its collective knowledge of excellent practices.

OUR MISSION

Founded by higher education leaders more than four decades ago, Academic Search is dedicated to the principle that the value we offer to partner institutions is combining best recruitment practices with deep knowledge and experience. By providing outstanding executive recruitment services, executive consulting, and transition support, in partnership with our parent organization, the American Academic Leadership Institute, we continue to fulfill our mission to enhance institutional capacity, increase diversity so that leadership reflects the students being served, and promote excellence in higher education leadership.

REACH

You will benefit from the nationwide connections forged over decades by Academic Search. Our consultants and experts will be the ones who get to know you and recruit on your behalf. The strategies for advertising and promoting the searches for AVPHR and AVP/CIO will bring awareness of these opportunities to both current and rising leaders in higher education.

TRUST

You can rely on your partners at Academic Search to approach this process with honesty and integrity. You will see this in our regular updates on the progress of the searches and careful approach to maintaining confidentiality. You can count on your search consultants to be trustworthy partners, working with discretion and professionalism, not just with NPC and your constituents but also in interacting with candidates, with whom we build a deep trust.

EQUITY AND INCLUSION

We are dedicated to making a difference through the vital role we play in serving the cause of higher education. Your searches will be exposed to the broadest range of potential candidates through strategic placement of position announcements and direct contact with prospective applicants who represent the entire spectrum of diversity. We will work with the College to mitigate bias and infuse equity and inclusion throughout the search process. Academic Search has come together with other members of the Association of Executive Search and Leadership Consultants (AESC) in signing the [AESC Diversity Pledge](#); we have an internal Steering Committee for Diversity, Equity, and Inclusion; fund fellowships for leadership development programs for persons from underrepresented groups; and make diversity a high priority in our recruitment of internal team members.

THE ACADEMIC SEARCH GUARANTEE

Our goal is to stay with you through a successful conclusion to the search. If the hiring authority is not satisfied with the candidates recommended or a search is not concluded for other reasons, we will offer to conduct either an extended search or a second search. Typically, we ask that a second search be launched within 12 months of the original contract.

If an appointed candidate is terminated for cause within 12 months of appointment, or the appointee voluntarily leaves within the first 12 months after first reporting to work, we will conduct a second search without any additional professional fee, as long as the search commences within three months after the position is vacated. In each of these scenarios, the only additional charges will be related to discretionary expenses approved by Northland Pioneer College related to candidate travel, consultant travel, advertising, and background checks, and an administrative fee of \$10,000.

A LONG RECORD OF PROVEN OUTCOMES

TOP 40
SEARCH FIRMS

Academic Search has been named to Hunt Scanlon's list of the top 40 search firms in the nation serving higher education and top 50 across

MORE THAN

2,200

EXECUTIVE
SEARCHES

Since its inception, Academic Search has completed more than 2,200 executive searches.

APPROXIMATELY

6 IN 10

In the past five years, 64% of all searches conducted by Academic Search have resulted in the appointment of women and/or persons of color.

99%
SATISFACTION
RATE

Academic Search has a 99% satisfaction rating from its partner institutions, based on post-search feedback. In addition, 58% of our engagements over the last five years have originated from existing or former partner institutions who re-engage our organization after an initial successful experience.

**APPOINTEES
WHO STAY**

The remarkably high percentage of appointees who remain in office five years later attests to the ways Academic Search matches institutional needs with qualified applicants.

90% PRESIDENTS/
CHANCELLORS

92% VICE PRESIDENTS/
VICE CHANCELLORS

90% DEANS

YOUR SEARCH TEAM

In selecting Academic Search, you are choosing an experienced search team who will take the time to get to know you and your needs and priorities. We proudly propose Dr. Carlos Medina to partner with you as the lead consultant on your Associate Vice President for Human Resources and Associate Vice President/Chief Information Officer searches.

At Academic Search we have an intimate knowledge of the higher education landscape overall, and understand the needs of what institutions, and in particular the two-year sector needs, especially as it relates to the recruitment and hiring of senior leadership positions. Due to our mission-driven principles, we realize the increasing complexity of the challenges faced by senior leaders. Finding the right individuals to help lead an institution within their respective areas is of paramount importance. Northland Pioneer College is a diverse and proud institution that for over 50 years has provided educational excellence that is affordable and accessible throughout northeastern Arizona. Given NPC's focus on increasing student enrollment, improving student outcomes and improving college sustainability not to mention your outstanding list of shared values; your next Associate Vice President for Human Resources and Associate Vice President/Chief Information Officer will need to have a record of success in their respective areas. They will also need to understand your overall community and the challenges faced by NPC, as well believe in your shared values. At Academic Search, we take pride in our work and are fully committed to working with you as a partner in identifying and placing the most viable candidates for these two critically important leadership positions.

Dr. Medina will be your primary contact and lead recruiter for your searches. To assist you and your search committees, he will be responsible for generating a diverse pool of outstanding candidates for each position; establishing and maintaining close communication with the search committees and search chairs; meeting with key campus officials; and providing leadership for all phases of the searches. Dr. Medina will participate in search committee meetings and partner with the search chairs to prepare meeting needs, such as agendas or other handouts. In addition, he will guide the committees through an objective candidate evaluation and selection process, advise the committees and campus on interview best practices, and conduct due diligence on selected candidates. Additional details regarding our search process and methodology are discussed later in this proposal. The following pages introduce you to your search team; full curricula vitae are available upon request.



CARLOS N. MEDINA, ED.D. PRACTICE LEAD & SENIOR CONSULTANT

Dr. Carlos N. Medina is the former Vice Chancellor and Chief Diversity Officer of the State University of New York (SUNY), where he served as the founding Chief Diversity Officer at SUNY, the largest comprehensive system of higher education in the nation. He led SUNY's efforts in promoting and advancing the University's diversity goals and ensuring that they were properly captured within all university policies and procedures and provided leadership and strategic direction to SUNY campuses in the recruitment and retention of faculty, staff, and administrators who come from diverse groups. He led the SUNY-wide Diversity Task Force, identifying ways in which the System's diversity could increase and assisted with strategic planning efforts leading to implementation of SUNY-wide policies and initiatives. Dr. Medina also served as regional representative to the Commission on Access, Diversity and Excellence of the Association of Public Land-Grant Universities (APLU); as a Board Member for the National Association of Diversity Officers in Higher Education (NADOHE); and as the SUNY System representative in the joint effort of the National Association of System Heads (NASH) and the Education Trust in the Access to Success Initiative (A2S).

RELEVANT EXPERIENCE

Dr. Medina served as Vice Chancellor and Chief Diversity Officer of the State University of New York, overseeing equity, diversity, and inclusion initiatives for this large and complex public system of higher education, and participating in the hiring and evaluation of diversity officers within both central administration and at the institutional level. Since recently joining Academic Search, Dr. Medina has facilitated searches for Vice Chancellor of Enrollment, City Colleges of Chicago; Dean of the School of Engineering, Computing and Construction Management, Roger Williams University; and Chief Diversity Officer, University of North Carolina at Wilmington. Currently he is adjunct professor at Saint John Fisher College School of Education Doctoral Program in Executive Leadership, where he teaches a course on leadership & diversity.

DR. CARLOS N. MEDINA
VICE PRESIDENT FOR EQUITY AND INCLUSION
AND SENIOR CONSULTANT

EDUCATION

- Ed.D. – Saint John Fisher College, Rochester, New York
- M.P.S. – Cornell University, Ithaca, New York
- B.S.E. – State University of New York College at Cortland

ADMINISTRATIVE AND TEACHING APPOINTMENTS

- Senior Consultant, Academic Search
- Vice Chancellor and Chief Diversity Officer, State University of New York
- Associate Vice Chancellor, State University of New York
- Adjunct Instructor, St. John Fisher College

SIGNIFICANT SERVICE, HONORS, AND AWARDS

- Co-chair, SUNY-wide Diversity Task Force
- Regional Representative, Commission on Access, Diversity and Excellence of the APLU
- Board Member, National Association of Diversity Officers in Higher Education
- 2016 Public Service Award by Suffolk County
- NYS Assembly Citation for Community Service
- 2014 Diversity Visionary Award by *Insight into Diversity Magazine*

A full curriculum vitae for Dr. Medina is available upon request.

Recent searches facilitated by Dr. Medina include this listing.

Institution	State	Position
Central Connecticut State University	Connecticut	Vice President for Equity and Inclusion
City Colleges of Chicago	Illinois	Vice Chancellor Enrollment
Massachusetts Department of Higher Education	Massachusetts	MA Commissioner
Roger Williams University	Rhode Island	Dean of the School of Engineering, Computing and Construction Management (SECCM)
Saint Xavier University	Illinois	Chief Diversity Officer
Skagit Valley College	Washington	President
University of North Carolina Wilmington	North Carolina	Chief Diversity Officer
University of North Carolina Wilmington	North Carolina	Director of the Swain Center for Executive Education and Economic Development

SEARCH SUPPORT

Your searches for the new AVPHR and AVP/CIO will be supported by a trained, specialized, and experienced team of professionals who will assist you in managing all aspects of the search process.

Your team will include an **associate consultant**, who has vast knowledge of and expertise in higher education. The associate will work closely with Dr. Medina, your search committees, and a designated campus liaisons or the search chairs in handling the logistical and administrative matters of the searches. At every stage of the search process, the associate is available to reduce the burden on the campus community. The associate will work with the appropriate individuals to coordinate the details of candidate interviews, while ensuring that institutional travel policies and procedures are followed, to handle technological needs, and to manage organizational details like expense reports.

In addition to direct search support, Academic Search provides resources for the search team and for you that include:

Administrative Support

Although Dr. Medina will serve as the primary contact for the search and will be responsible for all deliverables, our entire consulting team is available to add expertise to the process, and Academic Search **President, Dr. Jay Lemons**, and **Chief Operating Officer, Dr. Shawn Hartman**, may be contacted for additional support. They are ready to be of service to assist you in meeting your needs and are available to your search chair and hiring authority at any point in the search. At the outset, Mr. Hartman works quickly with your purchasing department or other appropriate institutional officials to execute your standard contract or our simple three-page contract, as he is the authorized agent for Academic Search. He also will ensure that any of your questions concerning billing and invoices are addressed by the finance team.

Technological Support

Technology can be a serious challenge in a search. Your search committee will benefit from our in-house technical team, which includes our **Director of Operations, Ms. Kelly Daniels** and **Director of Technology Services, Dr. Tondrika Dilligard**. They can help the search committee by arranging video interviews or meetings at any stage in the search process, handling the creation of campus surveys, and helping to support virtual ADA compliance needs. In addition, they manage the security and reliability of your search committee website, where all application materials are housed, and are available to assist committee members with any website-related issues.

If you are interested in learning more about our team, biographies can be found at www.academicsearch.org/our-team.

RELEVANT EXPERIENCE

Academic Search has performed successful recruitment projects for institutions in 49 states and 9 foreign countries in the last ten years. Academic Search has assisted the following institutions of higher education with Vice Presidential positions. This is a partial listing:

Institution	State	Position
California State University, Fullerton	California	Associate Vice President for Information Technology/Academic Technology
California State University, Fullerton	California	Vice President of Human Resources/Diversity and Inclusion
California State University, Long Beach	California	Associate Vice President for Academic Technology Services
California State University, Northridge	California	Vice President for Information Technology
Ivy Tech Community College	Indiana	Vice Chancellor for Strategy, Planning and Operations
Milwaukee Area Technical College	Wisconsin	Vice President of Academic Affairs and Student Success
Sewanee: University of the South	Tennessee	Assistant Vice President for Human Resources
University of Alabama	Alabama	University of Alabama
University of Alabama	Alabama	University of Alabama
University of Georgia	Georgia	Vice President for Research
University of Georgia	Georgia	Vice President for Research
University of Louisville	Kentucky	Associate Vice President for Research and Innovation and Director of Technology and Commercialization Center
University of Louisville	Kentucky	Associate Vice President for Research and Innovation and Director of Technology and Commercialization Center
West Chester University	Pennsylvania	Vice President for Information Services and Technology

CUSTOMIZED METHODOLOGY

Academic Search defined best practices in executive search in higher education more than 45 years ago. We continually seek creative and innovative ways to pair our decades of experience and wisdom with special attention to your institution's unique customs and culture. Working closely with your team, Dr. Medina will customize this comprehensive process to satisfy your specific needs and priorities for each of the searches.

FROM CONTRACT
SIGNING TO WEEK 4

1. ORGANIZE

Your successful search begins with clear organization, communication, and collaboration with stakeholders. We will work closely with you to set specific priorities and goals for each phase of the search process. Working with the search committee and the hiring authority, Dr. Medina will facilitate this phase of the process, as needed, by:

- advising on the composition of the search committee and the charge to the committee;
- collaborating with institutional officials on available resources to educate committee members on how to confront and mitigate bias;
- guiding the committee on best practices for an ethical and confidential search process;
- developing a clear search timeline;
- meeting with key stakeholders for their perspectives on the culture of the institution and the qualities needed in the new hire;
- developing a profile and advertisement to reach potential candidates and nominators;
- establishing a communication plan to keep candidates, the search committee, and campus constituents appropriately apprised of search progress; and
- meeting with officials in Human Resources and other departments to ensure an understanding of institutional policies and procedures and compliance with local, state, and federal regulations.

Deliverables: search timeline, position profile, advertisement, advertising plan that ensures exposure to diverse individuals

**WEEKS
5-12**

2. RECRUIT

In this phase of the search, Dr. Medina will be recruiting extensively, reaching broad and diverse populations of qualified individuals and advocating directly on behalf of NPC to elicit exceptional applicants. You can count on the confidential and hands-on services they are performing:

- targeted email outreach to prospective candidates and nominators through the extensive proprietary database of Academic Search;
- targeted messages to leadership development organizations;
- individual, personal conversations with prospective candidates to promote NPC and this opportunity for the new hire; and
- communication with those in Academic Search’s consultants’ personal networks.



Deliverables: recruitment of a diverse pool of highly qualified candidates, updates on search progress, creation of a password-protected website to house candidate materials

**WEEKS
13-16**

3. EVALUATE, SELECT, AND INTERVIEW SEMIFINALIST CANDIDATES

Once a pool of candidates has been created, we will partner with your search committee in designing and implementing a selection process tailored to your needs and campus culture. Dr. Medina will work with the search committee to lend expertise to these important steps:

- developing an objective, equitable review method for evaluating candidate materials, including instrumentation and training to the search committee in candidate review technique;
- sharing information and insights gained from conversations with candidates and others; and
- designing a uniform process for conducting semifinalist interviews.



Deliverables: sharing of information gathered on candidates; sample evaluation tool and interview questions; assistance with interview logistics and selection of semifinalists; continued communication with candidates regarding their status in the search

During the closing stage of the search, Dr. Medina will assist the search committee in determining finalists, provide counsel on the finalist interviews, conduct due diligence on the finalists, and assist in shepherding the top candidate through the appointment process. Specifically, you can rely on assistance in these areas:

- providing guidelines for finalist visits and interviews;
- administering feedback surveys from all who meet with finalists;
- facilitating reference calls and media and background checks, consistent with laws and regulations that govern Northland Pioneer College;
- assisting the search committee in making recommendations to the hiring authority;
- communicating with candidates on their status in the search and announcing the appointment once it is finalized and public; and
- consulting on transition and onboarding activities, as needed.



Deliverables: assistance with selection of finalists; background, media, and reference checks on finalist candidates; follow-up communication with candidates; transition-related consultation

PROPOSED TIMELINE

At the initiation of search activity, a firm written schedule specific to the needs of each search will be developed collaboratively and approved by Northland Pioneer College. Thereafter, Academic Search will adhere to that schedule unless modified with the approval of the College. Your searches may be scheduled simultaneously or with offset schedules, as your committee determines what works best for NPC.

STEPS	TIMEFRAME
<p>1. Organize</p> <ul style="list-style-type: none"> • Begin work with the search chair and hiring authority • Conduct pre-search visits • Finalize the position profile and advertising plan 	<p>Upon Contract Signing</p>

<p>2. Recruit</p> <ul style="list-style-type: none"> • Implement a broad nationwide outreach • Elicit candidacies and individually follow up on each nomination • Make direct contact with prospects and candidates • Accept and process applicant materials 	<p>December 2022- February 2023</p>
<p>3. Evaluate, Select, and Interview Semifinalist Candidates</p> <ul style="list-style-type: none"> • Establish a dedicated online site for candidate materials • Assist the search committee in establishing its evaluation process • Manage candidate logistics and facilitate interviews • Conduct preliminary due diligence 	<p>March 2023</p>
<p>4. Close the Search</p> <ul style="list-style-type: none"> • Assist in planning and execution of finalist interviews • Complete final due diligence • Assist as needed with contract negotiations • Update candidates, nominators, and references of the outcome and assist with search closure • New officer is appointed 	<p>April 2023</p>

HEALTH AND SAFETY

Academic Search is committed to maintaining the health and safety of campus constituents and the candidates involved in searches. We will follow the established health and safety procedures of the College for in-person consultant and candidate meetings. If in-person visits by consultant or by candidates during any phase of the search are not desired, the technology support from Academic Search will allow you to conduct interviews, meetings, and high-participation town halls remotely, and we have technical staff onboard to assist you. Your Academic Search consultant can help you think through factors impacting timing, process, and search parameters and collaborate with your team to find creative solutions.

OUR ELEVATED STANDARDS

EMPHASIS ON BUILDING A DIVERSE CANDIDATE POOL

You can count on Academic Search to uphold the highest standards for ensuring attention to equity and inclusion in our searches. Successful candidates come from multiple cultural and ideological backgrounds, from a diverse array of institutions, and with a variety of identities. It is not only important that a diverse pool of candidates be recruited for the search but that candidates be treated with the utmost regard.

Based on experience and best practices, Dr. Medina will assist NPC as needed to guarantee respectful consideration to equity and inclusion. We can:

- Assist you in understanding and addressing the market forces and cultural/social factors that may have an influence on attracting a diverse candidate pool.
- Draft a non-gendered, inclusive profile and advertisement for use in recruitment.
- Propose an advertising plan that includes venues assuring exposure of the opportunity to professionals across the diversity spectrum.
- Develop objective criteria to evaluate candidates based on the parameters and requirements of the position.
- Publish in all position advertisements your inclusion policy and an invitation for all qualified prospects to apply.
- Ensure all search materials are ADA compliant.
- Intentionally seek nominations and candidacies of individuals with a history of employment in minority-serving institutions.
- Develop for reporting purposes a survey to capture demographic information about applicants, following campus procedures and adhering to federal, state, and local regulations.
- Provide or partner in providing trainings and workshops to reduce bias in the search.
- Proactively address issues of bias with the search chair.

IN THE PAST FIVE YEARS, 64% OF SEARCHES CONDUCTED BY ACADEMIC SEARCH HAVE RESULTED IN THE PLACEMENT OF INDIVIDUALS IN LEADERSHIP POSITIONS FROM VARIOUS DIVERSE COMMUNITIES.

OUTSTANDING NETWORKS AND RECRUITMENT TOOLS

Partnering with Academic Search connects Northland Pioneer College with the networks and high-impact tools that improve the quality of the candidate pools. Dr. Medina will bring extensive personal networks from which to seek nominations and applications and will work with our other consultants to access their networks as well. In addition, NPC will benefit from Academic Search's connections to leadership development programs through the American Academic Leadership Institute, our parent organization, and the many other programs that we sponsor. We view leadership development as part of our mission, and our direct support of these programs allows us to access diverse and exceptional talent for each position.

Your searches for the new AVPHR and AVP/CIO will also be strengthened because of the extensive database Academic Search maintains, and from which Dr. Medina can proactively recruit candidates who possess the skills and attributes you seek.

OUTREACH TO NON-TRADITIONAL CANDIDATES

You may be interested in "non-traditional candidates" who come from outside higher education and can bring fresh perspectives to your institutional needs. Academic Search's consultants are practiced in seeking nominations and applications from leaders in government, nonprofit organizations, and business whose skills might effectively transfer to a role at the College. By holding to high ethical standards in expanding areas of outreach, Academic Search can find candidates with significant relevant experience, even though their paths to the position differ from conventional routes. We maintain membership in the Association of Executive Search and Leadership Consultants (AESC), giving us use of AESC's BlueSteps database and access to thousands of professionals that may fit your search.

COMMITMENT TO CONFIDENTIALITY

Confidentiality is paramount in every search both to protect candidates and to allow the work of the search committee to be honest and thorough as it executes its critical responsibilities. We can advise your search chair and provide information on best practices for maintaining confidentiality before, during, and after the search, including ensuring the security of all records in compliance with institutional, state, and EEOC guidelines.

NON-SOLICITATION PLEDGE

An important added value is our pledge to uphold and exceed the recruitment industry standard for non-solicitation.

We will not directly solicit any employee of any institution for which we are currently performing a search. After the search concludes, we will extend that non-solicitation pledge for a period of one year.

If a member of the campus community receives a direct solicitation from Academic Search during a non-solicitation period, it should be immediately reported to our chief operating officer, and appropriate follow-up action will be taken.

If members of a campus community approach us during a non-solicitation period through application or nomination, we are ethically bound to respond to them and treat them equally in the search process.

The president or chancellor of a partner institution may waive this non-solicitation pledge as to specific employees by communicating that waiver to Academic Search.

REFERENCES

SKAGIT VALLEY COLLEGE

2405 East College Way
Mount Vernon, WA

Dr. Christopher Villa
President
562-552-1565

Megan Scott O'Bryan
Board of Trustees, Chair
meganobryan@windermere.com

CENTRAL CONNECTICUT STATE UNIVERSITY

1615 Stanley Street
New Britain, CT

Dr. Zulma Toro
President
president@ccsu.edu
860.832.3000

MASSACHUSETTS DEPARTMENT OF HIGHER EDUCATION

One Ashburton Place, Room 1401
Boston, MA

Chris Gabrieli
Chairman Board of Trustees
chris@empowerschools.org
(617) 994-6901

PROPOSED INVESTMENT

Academic Search proposes to facilitate a comprehensive nationwide search for the new Associate Vice President for Human Resources and Associate Vice President/ Chief Information Officer for Northland Pioneer College consistent with contract 3488-9. The fee is 30% of first year salary with a minimum fee of \$40,000 per search.

Our professional fees include all expenses associated with the work Academic Search undertakes on your behalf, other than discretionary costs for candidate travel, consultant travel, advertising, and background investigations. The framework for these expenses is reviewed and approved by the responsible official at NPC, and, mindful of budgets, Academic Search can propose cost-saving measures. No additional administrative fees are imposed.

The projected advertising budget of \$6,000 includes online only advertisements. A significant and robust pool of candidates can be attracted using online advertising venues, particularly since Academic Search's consultants recruit many top candidates through direct outreach, which is included in the professional fee. Print advertising can add thousands of dollars to expenses. Academic Search's consultants will be glad to work with you in determining whether such costs are necessary and beneficial.

Initial research including social media investigation as well as Lexis Nexis and Google searches will be conducted on each semifinalist candidate. For finalists, Academic Search will continue its research and use a properly credentialed and licensed third-party firm to conduct FCRA background checks, including degree verifications. Investigations conducted will be determined by the needs and requirements of the institution but may include credit and driving history, history of criminal and civil litigation and other research as required. The firm obtains signed permission from candidates prior to performing investigations and provides results to the institution on a confidential basis. There is a due diligence fee of \$2,975 per search.

Candidate/consultant travel and accommodations related to in-person interviews are not included at this time since this cost could vary widely depending on the number of candidates selected and the location of each candidate. Academic Search will advise candidates in coordinating their travel arrangements pursuant to the policies of the institution, and, if desired, assemble candidate receipts and information for reimbursement by Northland Pioneer College.

INTEGRATED SERVICES

Academic Search offers the following services in addition to our comprehensive search process. To learn more about our Integrated Services and the additional investment, you may contact Chief Operating Officer, Dr. Shawn Hartman.



TRANSITION & ONBOARDING



EXECUTIVE COACHING

TRANSITION AND ONBOARDING

Because a leadership change is a critical time for boards, the campus community, senior leadership teams, and the departing and newly appointed leaders, Academic Search is eager to assist you with a clear transition strategy. The success of your next leader may well depend on a smooth transition and partnering with Academic Search can be an investment in both the leader and the institution.

Put simply, the goal for the unique transitional period is to help institutional and organizational leaders work effectively toward the smooth handoff of the baton from one leader to the next, to support a gracious and celebratory exit of the outgoing leader, and to prepare the campus community for the entrance and long-term success of a new leader.

EXECUTIVE COACHING

In the best of times, effective leadership depends on having heart, courage, and wisdom. Competence is required, but competence alone is not enough. The adaptive realities of today make college and university leadership more challenging, more vexing, and more uncertain. What a leader has done in the past does not guarantee present or future success. The most successful and effective leaders know how to ask for and receive help. They know that their growth, capacity, sustainability, and well-being are ongoing endeavors.

Academic Search's commitment to identifying and securing talented leaders for colleges and universities goes far beyond executive search. Strong, thriving, and sustainable institutions necessarily depend on strong, adaptive, and sustainable leaders. The corporate sector realized long ago that one of the most valuable investments it can make in its key leaders is executive coaching. Through our distinctive Executive Coaching Practice solely for higher education leaders, we dedicate ourselves to the ongoing development, effectiveness, sustainability, and well-being of new and incumbent leaders.

STRENGTHENING HIGHER EDUCATION

In selecting Academic Search, you are connecting the work of your institution with our ongoing commitments to developing the next generations of leaders. Our consultants are regularly engaged—often doing *pro-bono* work—with distinguished organizations and leadership institutes, such as the Higher Education Resource Services (HERS), the American Council on Education (ACE), and our non-profit parent organization, the American Academic Leadership Institute (AALI). Through our connections, you become part of this work, as we rely on these networks and knowledge of emerging practices to help you find a diverse pool of highly qualified candidates. You also benefit from Academic Search’s role in sponsoring or facilitating programs from these higher education associations in recent years:

- Accreditation Council for Business Schools and Programs (ACBSP)
- American Association of Community Colleges (AACCC)
- American Association of Hispanics in Higher Education (AAHHE)
- American Association of State Colleges and Universities (AASCU)
- Association of Catholic Colleges and Universities (ACCU)
- Association of Presbyterian Colleges and Universities (APCU)
- Coalition of Urban and Metropolitan Universities (CUMU)
- College and University Professional Association for Human Resources (CUPA-HR)
- Council of Independent Colleges (CIC)
- National Association of Diversity Officers in Higher Education (NADOHE)
- National Association of Educational Procurement (NAEP)
- National Association of Independent Colleges and Universities (NAICU)
- National Association of Presidential Assistants in Higher Education (NAPAHE)
- National Forum on Higher Education for the Public Good
- North American Association of Methodist Schools, Colleges and Universities (NAAMSCU)
- Northwest Commission on Colleges and Universities (NWCCU)
- Western Interstate Commission for Higher Education (WICHE)

CULTIVATING THE NEXT GENERATION OF HIGHER EDUCATION LEADERSHIP

Academic Search is able to tap a diversity of emerging talent via the leadership development programs offered through the American Academic Leadership Institute (AALI). Supported solely by Academic Search, AALI is identifying, cultivating, and empowering the next generation of higher education leadership, and in doing so, is building the foundation for the future of colleges and universities nationwide. Our senior consultants volunteer their time and expertise to help AALI’s program participants prepare for the executive search process. This speaks to Academic Search’s mission and broadens our consultants’ connections to prospective candidates and other established campus leaders who are well positioned to help identify potential candidates from their own professional networks.



ACADEMIC SEARCH

1015 18th Street NW, Suite 510

Washington, DC 20036

(202) 332-4049

Shawn.Hartman@academicsearch.org

Request to Approve Purchase of Cameras and Switches

Recommendation:

Staff recommends approval to purchase security cameras, network switches, and accessories HyeTech Network & Security Solutions, LLC. for a cost of \$114,700.74.

Procurement Process and Budget Information:

National governmental purchasing cooperative contract 22-02PV-08 was utilized to meet the competitive bid requirement and ensure best pricing. The cost will be covered using Higher Education Emergency Relief Fund (HEERF) money that is currently unused.

Summary:

In September of 2021 the District Governing Board approved the purchase of new security cameras and hardware utilizing HEERF monies. Northland Pioneer College (NPC) hired a full-time position to install and maintain cameras, provide training to employees, and monitor the system performance. Installation has begun and NPC has identified the need for 10 additional cameras as well as 10 switches and associated accessories to ensure locations have the coverage needed and the system has the necessary capacity to operate.



Quotation

HyeTech Network & Security Solutions, LLC.
 10235 S. 51st Street #120
 Phoenix, AZ 85044

Date: October 03, 2022
Quotation #: 1102-047
Customer ID: 1102
Prepared by: Justin Maroney
Quotation valid until: November 02, 2022
Project Detail: 10x Switches
Contract: 1GPA Contract 22-02PV-08

Bill To:
 Northland Pioneer
 Curtis Stevens
 2251 E. Navajo Blvd.
 Holbrook, AZ 86025

Ship To:
 Northland Pioneer
 Curtis Stevens
 2251 E. Navajo Blvd.
 Holbrook, AZ 86025

Products:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
C9200-48PXG-E	Catalyst 9200 48-port 8xmGig PoE+, Network Essentials	---	\$11,264.29	\$5,406.86	10	\$54,068.60
C9200-NM-4X	Catalyst 9200 4 x 10G Network Module	---	\$2,688.38	\$1,021.58	10	\$10,215.80
CAB-TA-NA	North America AC Type A Power Cable	---	\$0.00	\$0.00	10	\$0.00
C9200-DNA-E-48	C9200 Cisco DNA Essentials, 48-Port Term Licenses	---	\$0.00	\$0.00	10	\$0.00
C9200-DNA-E-48-3Y	C9200 Cisco DNA Essentials, 48-port - 3 Year Term License	36	\$1,505.49	\$722.64	10	\$7,226.40
PWR-C6-1KWAC=	1KW AC Config 6 Power Supply	---	\$2,539.91	\$1,219.16	14	\$17,068.24
Subtotal:						\$88,579.04

Quote Summary	Amount
Products:	\$88,579.04
Subtotal:	\$88,579.04
Estimated Tax:	\$8,353.01
Total:	\$96,932.05



Terms & Conditions:

Invoicing & Payment

Unless otherwise stated in an SOW, exhibit, or definitive agreement, Hye Tech shall invoice Customer on a project basis. Customer shall pay Hye Tech within thirty (30) calendar days from the date of invoice for any of the Services and expenses provided or incurred hereunder. Hye Tech may charge Customer interest and late fees on any overdue and unpaid portion of the Fees in an amount equal to one and one half percent (1.5%) per month. All payments shall be made in U.S. dollars. In the event Customer disputes any Fees, Customer shall pay any undisputed portion of the invoice containing the disputed Fees.

Suspension

In the event of non-payment of any Fees or other fees payable within forty-five (45) days from the date of invoice, HT may, in addition to any other rights and remedies it may have, suspend Customer's access to the Products and Services.



Quotation

HyeTech Network & Security Solutions, LLC.
 10235 S. 51st Street #120
 Phoenix, AZ 85044

Date: October 04, 2022
Quotation #: 1102-049
Customer ID: 1102
Prepared by: Justin Maroney
Quotation valid until: November 03, 2022
Project Detail: Meraki Cameras
Contract: 1GPA Contract 22-02PV-08

Bill To:
 Northland Pioneer
 Curtis Stevens
 2251 E. Navajo Blvd.
 Holbrook, AZ 86025

Ship To:
 Northland Pioneer
 Curtis Stevens
 2251 E. Navajo Blvd.
 Holbrook, AZ 86025

Products:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
MV12W-HW	Meraki Wide Angle MV12 Mini Dome HD Camera - 256GB Storage	---	\$1,325.49	\$556.71	10	\$5,567.10
MV72-HW	Meraki Varifocal MV72 Outdoor HD Dome Camera - 256GB Storage	---	\$1,878.24	\$788.86	10	\$7,888.60
LIC-MV-1YR	Meraki MV Enterprise License and Support, 1YR	12	\$331.16	\$139.09	20	\$2,781.80
Subtotal:						\$16,237.50

Quote Summary	Amount
Products:	\$16,237.50
Subtotal:	\$16,237.50
Estimated Tax:	\$1,531.19
Total:	\$17,768.69



Terms & Conditions:

Invoicing & Payment

Unless otherwise stated in an SOW, exhibit, or definitive agreement, Hye Tech shall invoice Customer on a project basis. Customer shall pay Hye Tech within thirty (30) calendar days from the date of invoice for any of the Services and expenses provided or incurred hereunder. Hye Tech may charge Customer interest and late fees on any overdue and unpaid portion of the Fees in an amount equal to one and one half percent (1.5%) per month. All payments shall be made in U.S. dollars. In the event Customer disputes any Fees, Customer shall pay any undisputed portion of the invoice containing the disputed Fees.

Suspension

In the event of non-payment of any Fees or other fees payable within forty-five (45) days from the date of invoice, HT may, in addition to any other rights and remedies it may have, suspend Customer's access to the Products and Services.

Request to Accept U.S. Department of Education Title III Grant

Recommendation:

Staff recommends the acceptance of a grant award from the U.S. Department of Education in the amount of \$1,604,595.00.

Summary:

Northland Pioneer College has been awarded a Title III grant by the U.S. Department of Education under the Native American-Serving Nontribal Institutions Program (NASNTI) authorized under Title III, Part A, Section 319 of the Higher Education Act of 1965, as amended.

The five-year grant has been funded at the requested amount of \$ 1,604,595.00. The grant will fund a series of student-centered initiatives that are in alignment with our current strategic plan. The funded initiatives include:

- Implementation of an Online Information Center that serves as the single source of comprehensive, consistent college information for all students, faculty, and staff at all college locations, regardless of where they come into contact with the college. (Year 1)
- Augmentation of the campus One-Stop Shops to NPC's remote center locations, including the three centers located on Native American tribal lands. (Years 1 & 2)
- Adoption of a holistic, relational model for academic advising. (Years 2 through 5)
- Implementation of Learning Communities, based on areas of interest, to advance students' sense of engagement and belonging. (Years 2 through 5)
- Establishment of a comprehensive Native American Student Success Initiative that strengthens Native American cultural awareness among students, faculty and staff, and engages Native American students with all project strategies, as well as a peer-to-peer mentorship program and targeted activities to promote student belonging and connectedness, including family events, enrichment programs, and special-focus classes, such as financial literacy. (Years 1 through 5)



Northland Pioneer College

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

Request to Accept First Things First Grants

Recommendation:


Staff recommends accepting two grants from First Things First in the amounts of \$170,000.00 and \$225,000.00.

Summary:

In 2018 the board accepted a grant from First Things First (FTF) in the amount of \$170,000.00 per year for a four-year period with the purpose of increasing the number of highly qualified early childhood professionals in the Navajo Nation FTF service area.

In 2019 the Board accepted a second grant from First Things First in the amount of \$225,000.00 per year for a three-year period with the purpose of providing comprehensive, supportive training and technical assistance to at least 60 early childhood professionals in the communities of Holbrook, Snowflake, Sanders, St. Johns, Springerville, and Linden through the use of a Learning Collaboratives model.

Due to pandemic pressures, both grants have been approved for an additional one-year extension requiring Board acceptance of additional funds.

	Grant Renewal Amendment	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012 (602) 771-5100
	Grant Renewal/2023 Grant Award FTF-RC001-19-0648-03-Y5 Navajo Nation Regional Partnership Council Professional Development for Early Childhood Professionals	

GRANTEE:
Northland Pioneer College

PURPOSE OF AMENDMENT:

The parties amend the Grant Agreement as follows:

1. The Agreement is extended for the period of July 1, 2022 through June 30, 2023.
2. Total award amount for the grant period is \$ 170,000
3. Contracted Service Units:
 Lead Strategy:
 Professional Development for Early Childhood Professionals
 Number of professionals educated: 60
4. The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.
5. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment

Signature

Name

Title

Date

The above referenced amendment is hereby executed effective July 1, 2022 once signed and dated below:

Josh Allen
 CFO/COO

Date


Line-Item Budget and Budget Narrative

SFY23 Line-Item Budget

Budget period: July 1, 2022 – June 30, 2023

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$88,794
Salaries	Grant Coordinator/Instructor-1 FTE Admin/Recruiter-.4 FTE Department Chair-.05 FTE	\$67,994 \$16,380 \$4,420	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$36,111
Fringe Benefits or Other ERE	@39% of Salary	\$26,518 \$7,869 \$1,724	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$9,000
Contracted Services	Professional Advisement-Contract Consultant	\$9,000	
TRAVEL		Travel Sub Total	\$13,600
In-State Travel	In-State Travel	\$10,200	
Out-of-State Travel	Out-of-state Travel	\$3,400	
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$7,041
<ul style="list-style-type: none"> • Telephones/Communications Services • Internet Access • General Office Supplies • Food • Rent/Occupancy • Utilities • Furniture • Postage • Software (including IT supplies) • Dues/Subscriptions • Advertising • Printing/Copying • Equipment Maintenance • Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff) • Insurance • Program Materials • Program Supplies • Scholarships • Program Incentives 	Non -instructional Supplies Printing and Advertising Instructional Supplies Professional Development Dues for NAEYC Subscription \$70 Hot spot Services	\$751 \$3,500 \$1260 \$700 \$70 \$760	
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$
Equipment \$4,999 or less in value			
Subtotal Direct Program Costs:			\$
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$154,546
Indirect/Admin Costs	10%	\$	\$15,454
Total		\$	\$170,000

Authorized Signature *Allison Landy* Date 4/15/22

	Grant Renewal Amendment	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012 (602) 771-5100
	Grant Renewal/2023 Grant Award FTF-RC015-20-0708-02-Y4 Navajo/Apache Regional Partnership Council Professional Development for Early Childhood Professionals	

GRANTEE:
Northland Pioneer College

PURPOSE OF AMENDMENT:

The parties amend the Grant Agreement as follows:

1. The Agreement is extended for the period of July 1, 2022 through June 30, 2023.
2. Total award amount for the grant period is \$ 225,000
3. Contracted Service Units:
 Lead Strategy:
 Professional Development for Early Childhood Professionals
 Number of professionals educated: 275
4. The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.
5. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment <hr/> Signature <hr/> Name <hr/> Title <hr/> Date	The above referenced amendment is hereby executed effective July 1, 2022 once signed and dated below: <hr/> Josh Allen CFO/COO <hr/> Date
--	--

Line-Item Budget and Budget Narrative

SFY23 Line-Item Budget

Budget period: July 1, 2022 – June 30, 2023

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$66392
Salaries	LC Coordinator 1 FTE	53,782	
	Administrative Support .2FTE	8190	
	Associate Dean .05FTE	4420	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$25,896
Fringe Benefits or Other ERE	LC Coordinator	20,975	
	Admin Support	3197	
	Associate Dean	1724	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$35500
Contracted Services	Candelen – Conference Coordination Contract	23000	
	Speaker’s Fees	9,000	
	Technology Support	1500	
	Janitorial services	1500	
	Security services	500	
TRAVEL		Travel Sub Total	\$3970
In-State Travel	In-state travel – quarterly	570	
Out-of-State Travel	Out of State Travel – NAEYC Conference	3400	
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$55000
Subgrants or Subcontracts to organizations/agencies/entities	Contract with Summit Healthcare	55000	
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$22788

<ul style="list-style-type: none"> • Telephones/Communications Services • Internet Access • General Office Supplies • Food • Rent/Occupancy • Utilities • Furniture • Postage • Software (including IT supplies) • Dues/Subscriptions • Advertising • Printing/Copying • Equipment Maintenance • Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff) • Insurance • Program Materials • Program Supplies • Scholarships • Program Incentives 	Conference special event fees: 1000 Conference Marketing Materials- 800.00 Logo designed flashdrives 1125 Paid Advertising 3000 Office Supplies 350 Program Materials 378 Program Incentives 800 Food for Conference Participants 12375 Learning session Food: 1260 Phone and Hotspot 1200 Postage 500		
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$
Equipment \$4,999 or less in value			
Subtotal Direct Program Costs:	154,546 (program costs) + 55,000 (subgrant costs)		\$209,546
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$15,454
Indirect/Admin Costs		\$	\$
Total		\$	\$225,000

Authorized Signature Allison Landy Date 4/15/22

Request to Approve Contract Amendment with Summit Healthcare

Recommendation:

Staff recommends approval of the contract amendment with Summit Healthcare.

Summary:

Related to the previous agenda item. In 2019 Northland Pioneer College (NPC) partnered with Summit Healthcare when applying for the \$225,000.00, 3-year grant from First Things First and Summit Healthcare was a named sub-contractor in the grant.

Due to the extension of the grant, the contract amendment reflects an additional year of the partnership as well as an increased disbursement to Summit, who will assume additional responsibilities. NPC had hired a grant coordinator who ran the project until September 7th, 2022. With the coordinator's resignation, Summit Healthcare has agreed to take on those additional responsibilities while we close out the project. Therefore, their funding amount has increased from \$50,000 per year to \$101,000 for the final year.

The contract has been amended to include additional deliverables, and a budget modification with the funder has been submitted and approved.

**AMENDMENT TO AGREEMENT BETWEEN NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND**

Summit Healthcare

This Agreement made and entered into on the 25 day of August, 2022, by and between Navajo County Community College District hereinafter referred to as "District" or "College" and Summit Healthcare hereafter referred to as the "Subgrantee."

The District and the Subgrantee agree as follows:

FIRST: The Subgrantee agrees to perform the professional, technical and/or management services hereinafter set forth in the Scope of Services when, and as assigned by the District, and

SECOND: The District agrees to pay the Subgrantee a fee, together with such other payments and reimbursements as are hereinafter provided.

ARTICLE 1: SUBGRANTEE'S SERVICES

The Subgrantee agrees to provide professional services and consultation to assist the College as outlined in the Scope of Services with any exceptions noted in Attachment A of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement. All work performed under the Agreement must have prior written approval of the District.

ARTICLE 2: FEE STRUCTURE

Under this agreement, the Subgrantee will be paid up to an amount of \$101,000 in no fewer than 4 payments of no more than 1/3 the total amount.

ARTICLE 3: METHOD OF PAYMENT

Payments to the Subgrantee will be made no less than quarterly, and upon the presentation and approval of the Subgrantee's invoice. Each such invoice shall be documented in such detail to identify each of the tasks completed during the quarter.

ARTICLE 4: INDEMNIFICATION

To the fullest extent permitted by law, the Subgrantee shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Subgrantee, its employees, agents or any tier of subcontractors in the performance of the Agreement. Subgrantee's duty to defend, hold harmless and indemnify the District, its agents, representatives, officers, directors, officials and employees, shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the Agreement, including any employee of the Subgrantee or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Subgrantee be legally liable.



ARTICLE 5: EMPLOYEE RELATIONSHIP

The Subgrantee is an independent contractor and is not an employee, partner, legal representative, joint venturer or agent of the District. The District is not an employee, partner, legal representative, joint venturer or agent of the Subgrantee.

ARTICLE 6: CANCELLATION

This Agreement may be cancelled at any time, with or without cause, by the District giving seven (7) days written notice to the Subgrantee. In the event of such cancellation, the Subgrantee shall be paid for authorized services provided prior to the effective date of termination. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Subgrantee.

ARTICLE 7: OWNERSHIP OF DRAWINGS OR REPORTS

Services as represented on drawings, reports, memoranda, notes and drafts are the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the Subgrantee reserves the right to use any studies, analyses or data prepared or collected during the course of this work for other purposes as seen fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

ARTICLE 8: PERSONAL SERVICES

It is agreed that the District is relying on the personal services of the Subgrantee and upon their technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District. It is further understood and agreed that the Subgrantee shall not assign, sublet nor transfer his duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

ARTICLE 9: CONFLICT OF INTEREST

The Subgrantee agrees to perform services exclusively for the District under this agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Subgrantee shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District, and the Subgrantee shall not seek to use their position, the information gained thereby, nor any other aspect of the project or relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

ARTICLE 10: TERM OF AGREEMENT

The initial term of the contract shall be for the period from September 1st, 2022 to June 30th, 2023 . Extensions of the contract may be effected by Purchase Order or an amendment to this Agreement approved by both parties.

ARTICLE 11: GOVERNING LAW

This Agreement is made in the State of Arizona and shall be subject to and governed by the laws of the State of Arizona. All questions concerning the validity, construction and administration of the Agreement shall be determined under Arizona law.

ARTICLE 12: SEVERABILITY

This Agreement shall be severable and to the extent that any part of the Agreement is unenforceable for any reason whatsoever, the remaining parts of this Agreement shall remain in full force and effect.

;



ARTICLE 13: NOTICES

All notices to either party shall be deemed to have been provided by depositing the same, postage pre- paid, with the United States Postal Service, addressed as follows:

District Representative

Sub-grantee Representative

ARTICLE 14: CANCELLATION OF CONFLICTS OF INTEREST

This Agreement is subject to cancellation by the District for conflicts of interest pursuant to A.R.S. § 38-511, the terms of which are incorporated here by this reference.

ARTICLE 15: NON-DISCRIMINATION

The parties agree to comply with Arizona law prohibiting discrimination in employment by government contractors, to the extent applicable with this Agreement, along with other applicable non-discrimination laws and regulations.

ARTICLE 16: LACK OF SUFFICIENT FUNDING

This Agreement may be cancelled without any further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Subgrantee shall be notified in writing of any such non-appropriation at the earliest opportunity.

ARTICLE 17: INSURANCE

Subgrantee shall furnish insurance as required by the Navajo-Apache First Things First Professional Development for Early Childhood Professionals grant awarded to the District.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto caused the same to be executed at Holbrook, Arizona the day and year first above written.

Northland Pioneer College:

Subgrantee:

By: _____

By:  _____

Title: _____

Title:  _____

Attachment A

SCOPE OF SERVICES - AMENDED

PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.
- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.
- E. Coordinate with Subgrantee to ensure effective implementation of Subgrantee requirements and deliverables.
- F. Provide technical assistance and training, including implementation of Learning Collaboratives in accordance with the grant implementation plan and as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- G. Design and print all marketing and recruitment materials for activities as needed to implement the scope of services for the grant.
- H. Provide professional advisement activities to participants of all Learning Collaborative participants.

RESPONSIBILITIES OF SUBGRANTEE Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award as outlined in the grant proposal and implementation plan.
- B. Ensure implementation of Learning Collaboratives with fidelity to the Nemours Early Childhood Learning Collaborative Model in agreed upon locations within the areas of Navajo

and Apache Counties as determined by the grantee and identified during partner quarterly meetings.

C. Ensure coordination with local early childhood stakeholders (e.g., NACOG Head Start, local childcare providers, and local school districts) to plan and conduct each of the Learning Collaboratives.

D. Implement with alignment to the Nemours Early Learning Collaborative model, including learning sessions and individualized coaching/mentoring between sessions.

E. Attend all quarterly meetings as established by the District, including conference planning committee meetings.

F. Provide all requested data to the District in a timely and accurate manner at least quarterly.

G. Assist in the development of, and distribute marketing materials. Conduct recruitment in service communities.

H. Ensure compliance with all elements of the First Things First Standards of Practice for the strategy.

I. Submit requests for payments at least quarterly, for no more than 1/3 the total grant award, up to the budgeted amount allowed (\$101,000).

J. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.

K. Make records available to Grantor, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

L. Present on relevant topic of study at the annual conference in Snowflake.

HAVE MARY OR
DAVID REVIEW
THE SIGS