

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 **August 16, 2022 beginning at 10:00 a.m.** The meeting will be held at the Northland Pioneer College White Mountain Campus, Ponderosa Center Symposium, located at 1001 W. Deuce of Clubs, Show Low, Arizona. The meeting can also be joined remotely using [WebEx](#). A passcode is required under certain circumstances and it is Aug22DGB.

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 15th day of August, 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



Northland Pioneer College

Navajo County Community College District Governing Board
EXPANDING MINDS • TRANSFORMING LIVES SM

Governing Board Meeting Agenda

White Mountain Campus, Ponderosa Center Symposium
1001 W. Deuce of Clubs, Show Low, Arizona

Or you can join on [WebEx](#) (Passcode Aug22DGB).

Date: August 16, 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. <u>Financial Position</u> VPAS Ellison will provide a report on the financial position of the college for period July 1, 2021 to June 30, 2022.	VPAS Ellison
	2. <u>NPC Student Government Association (SGA)</u>	No Report
	3. <u>NPC Faculty Association</u>	No Report
	4. <u>Classified & Administrative Staff Organization (CASO)</u>	No Report
	5. <u>Northland Pioneer College (NPC) Friends and Family</u> Director Wilson will report on recent activities including the disc golf tournament and fall scholarships.	Director Wilson
	6. <u>Human Resources</u> A written report is provided in the Board packet.	Written Report
	7. <u>Construction Update</u> Director Huish will provide an update on the college construction projects.	Director Huish
	8. <u>President's Report</u> President Hazelbaker will provide a report on activities from the President's office since the June meeting.	President Hazelbaker
	B. Small Business Development Center (SBDC) Presentation	Director Chanick
	Director Chanick will provide an overview of the SBDC and a look into the future.	
	C. <u>Institutional Effectiveness Quarterly Report</u> Director Yip-Reyes has provided a written update for the Board and will be available to answer any questions the Board may have.	Director Yip-Reyes
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. <u>June 21, 2022 Regular Board Meeting Minutes</u>	
	B. <u>2022-24 TALON to Consortium Intergovernmental Agreements</u> between Navajo County Community College District and Blue Ridge Unified School District (USD); Holbrook USD; Hopi Jr/Sr High School; Red Mesa USD; Sanders USD; Show Low USD; and Winslow USD.	
	C. <u>2022-24 Dual Enrollment Intergovernmental Agreement</u> between Navajo County Community College District and Blue Ridge USD; Holbrook USD; Hopi Jr/Sr High School; Show Low USD; Winslow USD.	
	D. <u>Intergovernmental Agreement Second Amendment</u> between Navajo County Community College District and Apache County.	

6. **For Discussion and Possible Action:**

A. **Old Business**

None.

B. **New Business:**

1. **Request to Award Contract for Compensation**

Structure Analysis

President Hazelbaker

President Hazelbaker will review the results from an RFP for compensation structure analysis and ask for approval to award a contract.

2. **Request to Award Contract for Remodel of the Winslow**

Learning Center

VPAS Ellison

VPAS Ellison will present the results from an RFP for construction and request approval to issue a contract.

3. **Financial Aid Temporary Worker Hiring Request**

VPLSS Solomonson

VPLSS Solomonson will review the request to utilize a financial aid-servicing partner for a six-month period.

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.....September 20, 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, 2021 to June 30, 2022

Budget Period Expired

100%

Tax Supported Funds				
General Unrestricted				
	Revised Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	15,955,424	215,360	16,015,106	100%
Transwestern	-	-	-	
State Aid:				
Maintenance and Operations	1,512,300	-	1,512,300	100%
Equalization	9,171,000	-	9,171,000	100%
Rural Aid	1,640,200	-	1,640,200	100%
Tuition and Fees	4,400,000	264,029	3,832,633	87%
Investment earnings	500,000	104,822	352,920	71%
Grants and Contracts	1,512,800	15,524	2,145,304	142%
Other Miscellaneous	200,000	14,551	491,244	246%
Fund Balance	2,200,000	-	-	0%
Transfers	(3,674,400)	(930,890)	(2,561,547)	70%
TOTAL REVENUES	\$ 33,417,324	\$ (316,604)	\$ 32,599,160	98%
EXPENDITURES				
Salaries and Benefits	21,040,010	1,647,442	18,704,944	89%
Operating Expenditures	12,377,314	999,488	6,643,879	54%
TOTAL EXPENDITURES	\$ 33,417,324	\$ 2,646,930	\$ 25,348,823	76%
Unrestricted Plant				
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital/STEM	319,700	-	319,700	100%
Fund Balance	12,540,000	2,080,481	7,037,081	56%
Transfers In	2,974,400	930,890	2,043,529	69%
Transfers In - HEERF	1,320,000		-	0%
TOTAL REVENUES	\$ 17,154,100	\$ 3,011,371	\$ 9,400,310	55%
EXPENDITURES				
Capital Expenditures - WMC Facilities	9,580,000	2,080,481	7,037,081	73%
Capital Expenditures - Other	7,574,100	930,890	2,363,229	31%
TOTAL EXPENDITURES	\$ 17,154,100	\$ 3,011,371	\$ 9,400,310	55%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
Statement of Financial Position
July 1, 2021 to June 30, 2022

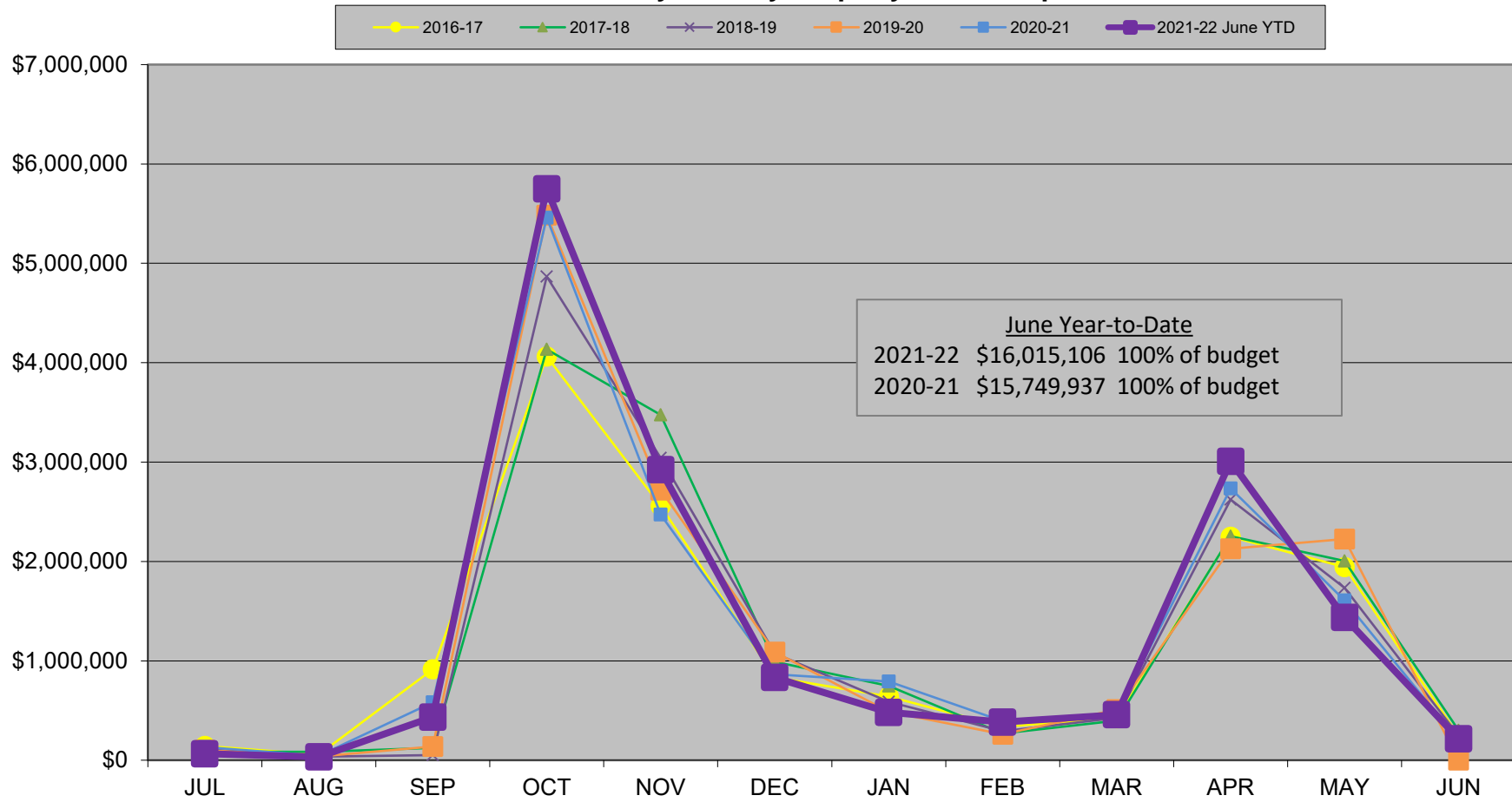
Budget Period Expired 100%

Restricted and Auxiliary Funds				
Restricted				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
Grants and Contracts	8,250,000	1,196,270	6,376,900	77%
Fund Balance				
Transfers In	500,000		425,558	85%
Transfers Out - HEERF	(1,320,000)	-	-	0%
TOTAL REVENUES	\$ 7,430,000	\$ 1,196,270	\$ 6,802,458	92%
EXPENDITURES				
Salaries and Benefits	915,453	117,690	1,376,017	150%
Operating Expenditures	6,514,547	295,418	4,324,335	66%
TOTAL EXPENDITURES	\$ 7,430,000	\$ 413,108	\$ 5,700,352	77%
Auxiliary				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
Sales and Services	150,000	11,956	117,619	78%
Fund Balance				
Transfers In	200,000		92,460	46%
TOTAL REVENUES	\$ 350,000	\$ 11,956	\$ 210,079	60%
EXPENDITURES				
Salaries and Benefits	206,816	11,894	128,590	62%
Operating Expenditures	143,184	12,381	99,546	70%
TOTAL EXPENDITURES	\$ 350,000	\$ 24,275	\$ 228,136	65%

Cash Flows

Cash flows from all activities (YTD)	\$49,012,007
Cash used for all activities (YTD)	\$40,677,621
Net Cash for all activities (YTD)	\$8,334,386

Monthly Primary Property Tax Receipts



District Governing Board Monthly Report

Human Resources

For Meeting of August 16, 2022

KEY ACTIVITIES

Welcome new Interim AVPHR Ann Shenethia Manuel. Over the summer we have focused on hiring in preparation for the upcoming fall semester. We have filled a number of open positions this summer. Last year we hired a total of 36 new contracted employees. We have hired 28 new employees since the June Board meeting. New Employee Orientation was held August 9, 2022.

STAFFING

OPEN POSITIONS

(As of 8/03/2022)

1. **Academic Advisor (White Mountain Campus)** – Open until filled. 10 applicants.
2. **Assistant to the Campus Manager (White Mountain Campus)** - Open until filled. 53 applicants.
3. **Associate Vice President Chief Information Officer (Painted Desert Campus)** – Open until filled. 9 applicants.
4. **Campus Lead Custodian (Silver Creek Campus)** – Open until filled. 1 applicant.
5. **Center Manager (Keams Canyon)** – Open until filled. 4 applicants.
6. **Custodian (Silver Creek Campus)** – Open until filled. 1 applicant.
7. **EMT Program Clerk (White Mountain Campus)** Open until filled. 43 applicants.
8. **Financial Aid Advisor (Silver Creek Campus)** – Open until filled. 0 applicants.
9. **Student Accounts Specialist -A/R (Painted Desert Campus)** – Open until filled. 10 Applicants
10. **Technology Support Technician (White Mountain Campus)** – Open until filled. 26 Applicants
11. **Audio Video Support Technician (White Mountain Campus)**- Open until filled 0 Applicants

CLOSED AND IN REVIEW

1. **Community & Corporate Learning Specialist South (Silver Creek Campus)** – Closed July 11. 5 applicants.
2. **Director of Early College Programs (Painted Desert Campus)** – Closed August 1. 4 applicants.
3. **Faculty in Criminal Justice (Silver Creek Campus)** – Closed July 1. 25 applicants.
4. **Faculty in Allied Health (Little Colorado Campus)** – 4 applicants.
5. **Faculty in Nursing (Little Colorado Campus)** – 1 applicant
6. **Faculty in Sports Medicine (Silver Creek Campus)** – Closed July 11. 6 applicants

FILLED POSITIONS

1. **Academic Advisor (Painted Desert Campus)** – Andrew Farr
2. **Campus Custodian- (Painted Desert Campus)** – Coy Allen
3. **Campus Custodian – (Painted Desert Campus)** - Chester John
4. **Campus Custodian – (White Mountain Campus)** – Savannah Fargo
5. **Campus Custodian – (White Mountain Campus)** – Manuel Layba
6. **Campus Manager - (Silver Creek Campus)** – Steven Ballard
7. **Campus Monitor (Silver Creek Campus)** – Johnny Story
8. **Campus Monitor (Whiteriver Center)** – Robinson Henry
9. **College Wide Lead Custodian - (White Mountain Campus)** - Robert Talasek
10. **Director of Communication** – Kathryn Matott
11. **Director of Construction** – David Huish
12. **Director of Facilities & Transportation** – Justin White
13. **Director of Information Technology Infrastructure and Operations (White Mountain Campus)** – Leslie Dye
14. **Early Childhood Practicum Supervisor – District Wide (White Mountain Campus)** Shanna Kukla
15. **Early College Advisor - (Springerville/Eagar)** – Tammy Black
16. **Faculty in Chemistry - (White Mountain Campus)** – Scott Waite

17. **Faculty in College & Career Preparation – Integrated Education & Training (Whiteriver Center)** – Jessica Reeck
18. **Faculty in Cosmetology (White Mountain Campus)** – Aaron Hatch
19. **Faculty - Instructional Designer - (White Mountain Campus)**– Andi DeBellis
20. **Faculty in Nurse Assistant Training (White Mountain Campus)** – Joyce Kuhn
21. **Interim Director of Library Services** – Luann Crosby
22. **Records & Registration Grade Entry Clerk (Painted Desert Campus)** – Chelsea Wood
23. **Maintenance (District Wide)** – Jeremy Woodside
24. **TAS Specialist, Safety & Security Systems Specialist (Painted Desert Campus)** – Christopher Cribbs
25. **Technology Support Technician (Little Colorado Campus)** – Nolan Ybarra
26. **Faculty in Nursing (White Mountain Campus)** – Tanya Hatch
27. **Faculty in Nursing (Little Colorado Campus)** – Tyler Myers
28. **Data Analyst Adult Education Program (White Mountain Campus)**- Dinah Gaddie

MEASURING EMPLOYEE TURNOVER

07/01/2021-6/30/2022 -Contract Employees Only – Not including Temporary/Part Time Employees

36 New Hires

28 Departures

Average # of Employees 299

Turnover Rate 9.36%

Office of Institutional Effectiveness

The Office of Institutional Effectiveness (OIE) has worked on the following categories of reporting and analytic activities for the past few months:

1. Produced external data-related reports/files: IPEDS Spring Collection Reports; Higher Learning Commission (HLC) Annual Institutional Update; Strategic Vision Report Data; Higher Education Directory Survey.
2. Updated NPC's Student Achievement (Outcomes) Webpage to be in compliance with HLC's requirements.
3. Facilitated college's participation in ModernThink's 2022 *Great Colleges to Work For* program.
4. Provided data and proposal drafting assistance to complete submission of the NSANTI grant.
5. Supported reporting of data for several grants: First Things First grants; Open Education Resource consortium grant.
6. Assisted in internal data requests from various departments, including Advising, Career Services, Records & Registration, Library Services, Business/Economics department, Business Office, and the NAH division.
7. Attended the HLC Annual Conference and Arizona Association of Institutional Research Annual Conference.
8. Provided survey assistance to support department/committee: committee-taskforce-group involvement survey, bookstore survey, President's performance review for the Board, Human Resources Training feedback surveys, NPCFlex

pilot surveys, and the EPP Student Demand Survey to support the 4-year degree program application to HLC.

9. Conducted course-specific course improvement surveys for Spring 2022 and Summer 2022; compiled and distributed course-specific survey reports to all faculty.
10. Generated routine reports to support the college in tracking enrollment and advising operations.

Northland Pioneer College
Course Improvement Survey (Spring 2019-Spring 2022)*

Category: Positive Ratings Comparison (Strongly Agree, Agree)

859

Spring 2019	Spring 2021	Spring 2022
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RATINGS ABOUT THE COURSE

1. The learning goals of the course are clearly defined.
2. My interest in the subject has increased as a consequence of this course.
3. I have found the course intellectually challenging and stimulating.
4. Required texts are valuable.
5. Additional course materials are clear and helpful.
6. Assignments (homework, laboratories, projects etc.) contribute to knowledge and understanding of

91.3%	91.7%	90.9%
80.7%	79.9%	78.9%
89.1%	87.5%	86.7%
84.7%	86.3%	82.9%
83.9%	86.4%	84.5%
87.6%	89.1%	88.7%

RATINGS ABOUT THE INSTRUCTOR

1. The instructor demonstrates knowledge of the course subject.
2. The instructor teaches material that I expected based on the provided syllabus.
3. The instruction is clear and helpful.
4. The instructor shows enthusiasm for teaching the course.
5. The instructor encourages me to interact with others and share my ideas and knowledge.
6. The instructor encourages mutual respect.
7. The instructor helps increase my knowledge and understanding of the subject.
8. The instructor clearly explains work expectations and how grades will be assigned.
9. The instructor is available and willing to provide additional assistance outside of regular class time.
10. The instructor has a genuine interest in my success.

96.5%	93.0%	93.0%
94.2%	92.7%	90.4%
89.7%	86.9%	85.4%
94.9%	90.6%	89.5%
84.0%	84.8%	81.0%
94.3%	92.3%	89.2%
89.7%	88.3%	86.5%
90.0%	90.2%	89.3%
87.5%	89.1%	85.2%
90.2%	88.0%	84.8%

STUDENT CONTRIBUTION TO COURSE

1. I spend enough time studying course materials at home.
2. I ask questions when something presented was not clear to me.
3. I participate actively in the class.

76.0%	79.0%	80.7%
82.2%	75.4%	76.8%
84.4%	80.1%	81.1%

*Course Improvement Survey was not conducted for Spring 2020 due to COVID-19 pandemic in the middle of the semester. A COVID-19 student survey was administered in April-May, 2020.

Note: Response rates excluded dual enrollment courses.

Northland Pioneer College
Course Improvement Survey (Summer 2019-Summer 2022)

Category: Positive Ratings Comparison (Strongly Agree, Agree)

Summer 2019	Summer 2020	Summer 2021	Summer 2022
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RATINGS ABOUT THE COURSE

1. The learning goals of the course are clearly defined.
2. My interest in the subject has increased as a consequence of this course.
3. I have found the course intellectually challenging and stimulating.
4. Required texts are valuable.
5. Additional course materials are clear and helpful.
6. Assignments (homework, laboratories, projects etc.) contribute to knowledge and understanding of

89.3%	91.7%	91.2%	92.5%
77.3%	78.8%	87.6%	84.0%
84.4%	88.3%	89.3%	87.9%
84.6%	85.0%	89.8%	83.6%
83.8%	85.6%	88.8%	87.5%
89.5%	91.2%	93.2%	91.8%

RATINGS ABOUT THE INSTRUCTOR

1. The instructor demonstrates knowledge of the course subject.
2. The instructor teaches material that I expected based on the provided syllabus.
3. The instruction is clear and helpful.
4. The instructor shows enthusiasm for teaching the course.
5. The instructor encourages me to interact with others and share my ideas and knowledge.
6. The instructor encourages mutual respect.
7. The instructor helps increase my knowledge and understanding of the subject.
8. The instructor clearly explains work expectations and how grades will be assigned.
9. The instructor is available and willing to provide additional assistance outside of regular class time.
10. The instructor has a genuine interest in my success.

94.2%	94.2%	95.6%	95.0%
91.4%	93.9%	97.1%	94.0%
88.0%	88.3%	88.2%	89.3%
91.3%	89.5%	93.3%	91.1%
86.2%	84.4%	84.6%	85.4%
90.6%	92.2%	93.2%	91.5%
90.1%	90.0%	91.4%	90.7%
90.7%	91.3%	91.9%	89.7%
89.0%	90.6%	93.5%	90.0%
86.8%	88.1%	91.3%	90.4%

STUDENT CONTRIBUTION TO COURSE

1. I spend enough time studying course materials at home.
2. I ask questions when something presented was not clear to me.
3. I participate actively in the class.

73.2%	86.2%	87.6%	82.9%
72.9%	77.1%	86.9%	78.3%
77.9%	82.2%	87.3%	80.1%

Navajo County Community College District

Governing Board Meeting Minutes

June 21, 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. Elias Jouen; Mr. Frank Lucero; Mr. Everett Robinson; Mr. Derrick Leslie (Joined the meeting at 10:08 a.m.).

Governing Board Member Absent:

Others Present: President Chato Hazelbaker; Vice President for Learning and Student Services (VPLSS) Mike Solomonson; Vice President for Administrative Services (VPAS) Maderia Ellison; Director of Institutional Effectiveness Judy Yip-Reyes; Recording Secretary to the Board Paul Hempsey; Norvita Charleston; Betsy Wilson; Jeff Taylor; David Huish; Amber Hill; David Borofsky; Jeremy Raisor; Lauren Maestas; Robert Johnson; Ruth Zimmerman; Talaina Kor; Josh Rogers; Nicole Ulibarri; Desirae Silvers; Olivia Jaquez; Allison Landy; Matt Weber.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Laughter called the meeting to order at 10:01 a.m. and led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Mr. Robinson made a motion to adopt the agenda as presented. Mr. Jouen seconded the motion. The motion carried upon a roll-call vote with Mr. Jouen, 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 April 30th, 2022.

Mr. Jouen asked what percentage of property taxes the college would normally receive. VPAS Ellison responded that typically it would be between 95 and 98 percent.

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

Jeffrey Taylor, Academic Advisor, addressed the Board and introduced himself as the new SGA Advisor.

4.A.3. Faculty Association

No Report.

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

No Report.

4.A.5. NPC Friends and Family

Betsy Wilson, Director of Friends and Family, addressed the Board and provided a report on recent foundation activities including preparation for the Disc Golf tournament that would be held on Saturday and scholarship awards for the Fall semester.

4.A.6. Human Resources

Written Report.

4.A.7. Construction Report

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

4.A.8. President's Report

President Hazelbaker addressed the Board and provided a report on topics including; the potential new programs under consideration; current enrollment projections and efforts to increase enrollment; recent hiring successes and continued challenges particularly in Nursing; supervisor training; and State legislative news.

Chair Laughter asked if future supervisor training would include performance evaluations and if the Board may see performance related pay raises in the future. President Hazelbaker responded that part of the previous training session had included setting quantitative goals with employees and the compensation committee had discussed where performance-based compensation might reside at the college in the future.

Chair Laughter asked if the college was looking at a four-year nursing degree in the future. President Hazelbaker responded that discussion had taken place with Dean Zimmerman but it was not on the current list the college was exploring.

4.B. Higher Learning Commission Financial Ratios

VPAS Ellison reviewed the Financial Ratios requested by the Higher Learning Commission noting that the college remained in strong financial health.

Agenda Item 5: Consent Agenda

- A. May 17, 2022 Truth in Taxation Hearing Minutes**
- B. May 17, 2022 Budget Hearing Minutes**
- C. May 17, 2022 Special Board Meeting Minutes**
- D. May 17, 2022 Regular Board Meeting Minutes**
- E. 2022-24 TALON to Consortium Intergovernmental Agreements** between Navajo County Community College District and Dishchii'bikoh Community School; Whiteriver Unified School District (USD).

- F. 2022-24 Dual Enrollment Intergovernmental Agreement** between Navajo County Community College District and Whiteriver USD.
- G. Resolution Designating the Chief Financial Officer for Auditor General's Office**
- H. New Mexico – Arizona Tuition Reciprocity Intergovernmental Agreement** between Navajo County Community College District and New Mexico Higher Education Department.
- I. Resolution to Navajo County Election Services to Conduct Elections**

Mr. Lucero made a motion to remove item 5H from the consent agenda for discussion. Mr. Jouen seconded. The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against.

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

5H. New Mexico – Arizona Tuition Reciprocity Intergovernmental Agreement between Navajo County Community College District and New Mexico Higher Education Department.

Mr. Lucero confirmed the parties that are involved in the agreement with VPAS Ellison. Mr. Lucero asked which New Mexico institutions students from Arizona could participate with. VPAS Ellison noted they could attend Western New Mexico University or Eastern New Mexico University under this agreement.

Mr. Lucero made a motion to accept item 5H from the Consent Agenda as presented. Mr. Robinson seconded. The motion carried upon a roll-call vote with Mr. Jouen, 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. Membership with Arizona School Board Association (ASBA)

President Hazelbaker reviewed the current utilization of the membership with ASBA and asked the Board for their opinion on continuation.

The Board discussed the benefits of being members and the cost involved. President Hazelbaker offered to get answers to the questions raised and provide a written report to the Board at a future date.

6.B.2. Request to Contract with The Registry for Interim Associate Vice President of Human Resources

President Hazelbaker reviewed the request to partner with The Registry for the services of an Interim Vice President of Human Resources on an initial six-month contract.

Mr. Lucero made a motion to approve the contract with The Registry for the services of an Interim Associate Vice President of Human Resources for an amount not to exceed \$110,000.00 as presented. Mr. Leslie seconded.

Mr. Jouen noted that the fee was steep. President Hazelbaker broke down the cost for the Board.

The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against.

6.B.3. Request to Approve Annual Jenzabar Support and Maintenance for 2022-23

President Hazelbaker reviewed the request to approve a contract with Jenzabar, noting they provided the backbone for most college activities and is critical to keep the college functioning.

Mr. Lucero made a motion to approve the annual maintenance and support contract with Jenzabar Inc. for a cost of \$317,627.14. Mr. Robinson seconded. The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against.

6.B.4. Request to Purchase Vehicle for the Maintenance Department

VPAS Ellison reviewed the request to purchase a vehicle to be used by the Maintenance department, noting that money was available in the current year's budget.

Mr. Lucero made a motion to purchase a vehicle for the Maintenance department in the amount of \$71,217.88. Mr. Robinson seconded.

Mr. Jouen asked whether the Board was required to state the amount down to the pennies, which allows no deviation if the price changes. President Hazelbaker asked VPAS Ellison to look into the matter for the Board.

The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against.

6.B.5. Request to Approve Additional Fees for the Skill Center

VPAS Ellison reviewed the request to approve additional fees to the architectural firm designing the Skills Center in Show Low noting that the fees were based on the overall cost of the project which had increased. The money would come from the funds already set aside for the project.

Mr. Robinson made a motion to authorize the expenditure of \$273,876.00 in design fees for the White Mountain Campus Skills Center project to SPS+ as presented. Mr. Leslie seconded. The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against.

6.B.6. Request to Award Contract for Lobbying Services

President Hazelbaker reviewed the request to award a contract for lobbying services to Racy and Associates noting that Michael Racy had been working with NPC for a number of years.

Board Members discussed whether the item should need their approval, as the annual cost was under the threshold for Board approval, and whether the agreement was for five years or five single year contracts. Board members also discussed the cost over a five-year period and whether the contract allowed for increases.

Mr. Lucero made a motion to approve a five-year contract for a total of \$180,000.00. There was no second to the motion and therefore not considered.

*Mr. Jouen made a motion to approve a contract with Racy and Associates in the amount not to exceed \$190,000.00 over a five-year period as presented. Mr. Robinson seconded. **The motion carried upon a roll-call vote with Mr. Jouen, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. Mr. Lucero voted against.***

6.B.7. Request to Approve Purchase of Multi-Year EBSCO Package

VPLSS Solomonson reviewed the request to purchase a multi-year package of databases containing research materials for students and maintained by the libraries.

*Mr. Robinson made a motion to approve a multi-year contract with EBSCO for a total cost of \$75,339.00 as presented. Mr. Lucero seconded. **The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against.***

6.B.8. Executive Session

*At 11:30 a.m. Mr. Robinson made a motion for the Board to go into Executive Session pursuant to ARS 38-431.03(A)(1) for discussion on the President's performance and contract. Mr. Lucero seconded the motion. **The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against.***

*At 12:55 p.m. The Board moved back into regular session and adjourned from executive session upon a motion by Mr. Jouen, seconded by Mr. Robinson. **The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against.***

6.B.9. Action from Executive Session

*Mr. Jouen made a motion to direct the Recording Secretary to the Board to work with the attorney to amend the President's contract as discussed in Executive Session. Mr. Robinson seconded. **The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against.***

Mr. Leslie left the meeting at 12:56 p.m.

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

None.

Agenda Item 8: Board Report/Summary of Current Event

None.

Agenda Item 9: Announcement of Next Regular Meeting

Regular District Governing Board meeting on Tuesday, August 16, 2022 at 10 a.m.

Agenda Item 10: Adjournment

The meeting was declared adjourned at 12:58 p.m. by Chair Laughter.

Respectfully submitted,

A handwritten signature in black ink that reads "Paul Hempsey". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Paul Hempsey
Recording Secretary to the Board

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

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

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 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
HOLBROOK UNIFIED SCHOOL DISTRICT NO.3**

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

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 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").

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
HOPI JR/SR HIGH SCHOOL**

This Intergovernmental Agreement ("Agreement") is entered into between Navajo County Community College District (dba Northland Pioneer College; "College"), and Hopi Jr/Sr High School ("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").

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
RED MESA UNIFIED SCHOOL DISTRICT NO.27**

This Intergovernmental Agreement ("Agreement") is entered into between Navajo County Community College District (dba Northland Pioneer College; "College"), and Red Mesa Unified School District No.27 ("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
SANDERS UNIFIED SCHOOL DISTRICT NO.18**

This Intergovernmental Agreement ("Agreement") is entered into between Navajo County Community College District (dba Northland Pioneer College; "College"), and Sanders Unified School District No.18 ("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
SHOW LOW UNIFIED SCHOOL DISTRICT NO.10**

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

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 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
WINSLOW UNIFIED SCHOOL DISTRICT NO.1**

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

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 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:

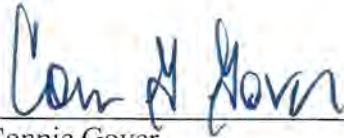
Connie Gover, Superintendent
Winslow Unified School District No.1
P.O. Box 580
Winslow, AZ 86047

COLLEGE

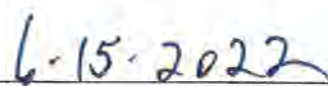
By: Chato Hazelbaker
Title: President

Date

SCHOOL DISTRICT



By: Connie Gover
Title: Superintendent



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: 6/23/22

James E. Feltner
By:

Title: Attorney

Counsel for Winslow Unified School
District No.1

Date:

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 <input type="checkbox"/>
2. Course Fees	District <input checked="" type="checkbox"/>	Student <input type="checkbox"/>
3. Media Fee	District <input checked="" type="checkbox"/>	Student <input type="checkbox"/>

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
BLUE RIDGE UNIFIED SCHOOL DISTRICT NO.32**

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

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

“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
HOLBROOK UNIFIED SCHOOL DISTRICT NO.3**

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

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

"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
HOPI JR/SR HIGH SCHOOL**

This Intergovernmental Agreement ("Agreement") is entered into between Navajo County Community College District (dba Northland Pioneer College; "College"), and Hopi Jr/Sr High School ("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
SHOW LOW UNIFIED SCHOOL DISTRICT NO.10**

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

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

“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
WINSLOW UNIFIED SCHOOL DISTRICT NO.1**

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

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

“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:

Connie Gover, Superintendent
Winslow Unified School District No.1
P.O. Box 580
Winslow, AZ 86047

COLLEGE

SCHOOL DISTRICT

By: Chato Hazelbaker
Title: President



By: Connie Gover
Title: Superintendent

Date

6-15-2022
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: 6/23/22

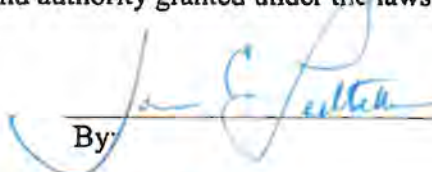

By:
Title: Attorney
Counsel for Winslow Unified School
District No.1
Date:

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.

LCC	WCO	ENL101	COLLEGE COMPOSITION	JACOBSEN, J	3
LCC	WCO	MAT152	ADVANCED ALGEBRA	LARSON, BRY	3
LCC	WCO	MAT221	CALCULUS I	LARSON, BRY	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)

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

Second Amendment to Intergovernmental Agreement Northland Pioneer College Programs and Services in Apache County

This Second Amendment is entered into on the 7th day of June 2022 between Apache County ("County") and Navajo County Community College District, doing business as Northland Pioneer College ("District") and amends the Intergovernmental Agreement Northland Pioneer College Programs and Services in Apache County dated February 5, 2019.

1. The Parties agree to extend the term of the Agreement for one year. Section II of the Agreement shall therefore be amended as follows:

This Agreement shall become effective on January 1, 2019. This agreement shall continue to be binding upon all parties until June 30 2023 unless terminated as provided in paragraphs XII and XIII. Amendment may be made only upon execution of written amendment signed by the parties hereto. The Parties agree to negotiate in good faith in the future for the provision of post-secondary education services in Apache County. Termination shall not relieve either party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining credit at the time of termination or notice thereof.

2. No other changes except provided in this Second Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.
3. Counterparts: This Seconded Amendment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.


Approved this 7th day of June 2022.

Apache County

By: 
Nelson Davis
Chairman of the Board

Date: 6/28/2022

ATTEST:

By: 
Ryan N. Patterson
Clerk of the Board

Date: 6/28/2022

Navajo County Community College District

By: _____
Dr. Chato Hazelbaker
President, Northland Pioneer College

Date: _____

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

Date: _____

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT NORTHLAND PIONEER COLLEGE
PROGRAMS AND SERVICES IN APACHE COUNTY**

This First Amendment is entered into on the 27 day of July, 2021 between Apache County ("County") and Navajo County Community College District, doing business as Northland Pioneer College ("District") and amends the Intergovernmental Agreement Northland Pioneer College Programs and Services in Apache County dated February 5, 2019 ("Agreement").

1. The Parties agree to extend the term of the Agreement for one year. Section II of the Agreement shall therefore be amended as follows:

This Agreement shall become effective on January 1, 2019. This Agreement shall continue to be binding upon all parties until June 30, 2022 unless terminated as provided in paragraphs XII and XIII. Amendment may be made only upon execution of written amendment signed by the parties hereto. The parties agree to negotiate in good faith in the future for the provision of post-secondary education services in Apache County. Termination shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining credit at the time of termination or notice thereof.

2. No other changes. Except provided in this First Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.
3. Counterparts: This First Amendment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
Signature pages follow

INTERGOVERNMENTAL AGREEMENT
~~NORTHLAND PIONEER COLLEGE~~ PROGRAMS AND SERVICES
IN
APACHE COUNTY

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

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

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

AGENCY

County
District

STATUTES

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

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

WHEREFORE, the parties agree:

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

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

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

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

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

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

XVI. Written notice shall be provided by sending the notice by first class mail to:

For the County:

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

For the District:


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

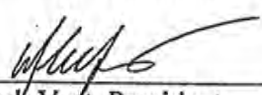
Receipt of any notice shall be the date of deliver if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or three days from the date of postmark. The Parties agree to notify the other Party in advance and in writing of any change to that respective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

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

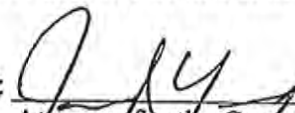
Apache County, Arizona

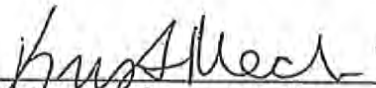
Navajo County Community College District

By: 
Arlon Shepard, Chairman
Apache County Board of Supervisors
Joe Shirley Jr.

By: 
Mark Vest, President
Northland Pioneer College

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

By: 
Attorney for the County


By: 
Attorney for the District

Date: 2/5/2019

Date: 1/17/19

ATTEST:

By: 
Ryan Patterson
Clerk, Board of Supervisors

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

Date: 2/5/19

Date: 01-05-2019

Attachment A

Indirect services provided to Apache County students

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

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

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

Attachment B

Proposed Data Tables and Delivery Schedule for Apache County

Table 1.

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

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

Table 2.

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

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

Table 3.

Demographic Characteristics of Apache County Students

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

Table 4.

Completion - Associate Degree Data (3 Years)

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

Table 5.

Completion - Certificate Data (3 Years)

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

Request to Award Contract for Compensation Structure Analysis

Recommendation:

Staff recommends approval to award a contract for a Compensation Structure and Analysis to Gallagher Benefit Services Inc. for \$87,500 in total cost.

Procurement Process and Budget Information:

A Request for Proposal (RFP) was issued by the college and the results are attached. Anticipating this project would need to be completed this year \$50,000 was included in the Human Resources budget approved by the DGB. The additional cost will be taken from contingency.

Summary:

Three responses were received from the RFP and the college has determined that Gallagher Benefit Services, Inc., will provide the best value for the college. The goal of this project is to update the compensation and salary structure at the college to ensure we are competitive in hiring and retaining employees. Gallagher Benefit Services, Inc. will provide support, research, and recommendations in order to:

- Modernize and update the current salary structure
- Evaluate current employees' salaries
- Help the college leadership develop a multi-year plan to implement a new or updated salary structure.

This project will be led by the Interim Associate Vice President of Human Resources and the President.

AS#22-05 - Compensation Structure Analysis

Project Overview

Project Details	
Reference ID	AS#22-05
Project Name	Compensation Structure Analysis
Project Owner	Robert Johnson
Project Type	RFP
Department	Purchasing
Budget	\$0.00 - \$0.00
Project Description	<p>Northland Pioneer College (NPC) intends to engage the services of an organization/firm to provide research and consultation on the college's current compensation structure and philosophy. The project will include leading discussions with the appointed Salary Structure Task Force which is comprised of six individuals representing faculty, staff, and administrators. The group is currently led by the college President and staffed by the Director of Employee Relations. The organization/firm will provide support, research, and recommendations in order to modernize and update the current salary structure, evaluate current employees' salaries, and help the college leadership develop a multi-year plan to implement a new or updated salary structure.</p>
Open Date	May 19, 2022 8:00 AM MST
Close Date	Jun 15, 2022 3:00 PM MST

Highest Scoring Supplier	Score
Gallagher Benefit Services, Inc.	82.52 pts

Opportunity Funnel

Project	Compensation Structure Analysis
Ref. #	AS#22-05
Project Type	RFP
# Vendor Invitations	385
# Document Takers	18
# Submissions Created	3

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Robert Johnson	Jun 15, 2022 3:04 PM MST	No
Terrie Shevat	Jun 15, 2022 3:29 PM MST	No
Allison Landy	Jun 20, 2022 8:50 AM MST	No

Chato Hazelbaker	Jun 16, 2022 3:45 PM MST	No
Olivia Jaquez	Jun 20, 2022 8:57 AM MST	No

Non-Disclosure Agreement

Name	Date Signed
Robert Johnson	Jun 15, 2022 3:13 PM MST
Terrie Shevat	Jun 15, 2022 3:46 PM MST
Allison Landy	Jun 20, 2022 8:50 AM MST
Chato Hazelbaker	Jun 16, 2022 3:44 PM MST
Olivia Jaquez	Jun 20, 2022 8:58 AM MST

Approvals

Name of Approver	Name	Dept.	Status	Dates
Maderia Ellison (maderia.ellison@npc.edu)	Compensation Structure Analysis	CFO	Approved	Sent: May 13, 2022 Responded: May 18, 2022 Required By: May 18, 2022
Chato Hazelbaker (chato.hazelbaker@npc.edu)	Compensation Structure Analysis	President	Approved	Sent: May 13, 2022 Responded: May 17, 2022 Required By: May 18, 2022

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
RightSourcing, Inc.	Jun 15, 2022 11:28 AM MST	Teresa August	taugustyniak@rightsourcingusa.com	MjIwMzcw
Gallagher Benefit Services, Inc.	Jun 14, 2022 12:31 PM MST	Lori Messer	lori_messer@ajg.com	MjIwMTg2
McKnight Associates, Inc.	Jun 15, 2022 2:39 PM MST	Phillip McKnight	phil@smcknight.com	MjIwNDI1

Generated on Jun 22, 2022 10:03 AM MST - Robert Johnson

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Project Criteria

Criteria	Points	Description
Bid Open	Pass/Fail	All data present
Cost Proposal	40 pts	Total bid
Experience performing task for similar institutions	40 pts	Scoring of submitted proposal
Value-Added Services	5 pts	value added aspects of proposal
Reference#1	5 pts	
Reference#2	5 pts	
Reference#3	5 pts	
Total	100 pts	

Scoring Summary

Active Submissions

	Total	Bid Open	Cost Proposal	Experience performing task for similar institutions	Value-Added Services
Supplier	/ 100 pts	Pass/Fail	/ 40 pts	/ 40 pts	/ 5 pts
Gallagher Benefit Services, Inc.	82.52 pts	Pass	38.18 pts (\$87,500.00)	30.67 pts	2.667 pts
McKnight Associates, Inc.	72.53 pts	Pass	24.86 pts (\$134,400.00)	33.33 pts	2.667 pts
RightSourcing, Inc.	68 pts	Pass	40 pts (\$83,525.00)	20 pts	1.333 pts

	Reference#1	Reference#2	Reference#3
Supplier	/ 5 pts	/ 5 pts	/ 5 pts
Gallagher Benefit Services, Inc.	3.333 pts	4 pts	3.667 pts
McKnight Associates, Inc.	3.667 pts	4.333 pts	3.667 pts
RightSourcing, Inc.	2.333 pts	2 pts	2.333 pts

Request to Award Contract for Remodel of the Winslow Learning Center

Recommendation:

Staff recommends approval to award a contract for the remodel of the Winslow Learning Center to EDGE Construction for the amount of \$111,000.

Procurement/Budget:

This project is included in the FY23 capital budget.

Summary:

NPC is renovating office space to co-locate staff and establish a One Stop Shop environment to better serve students. In January 2022, the District Governing Board approved a contract for SPS+ Architects to design the new space. Designs for this space were created by SPS+ Architects. Bidding for construction was open opened June 15, 2022 and closed on July 19, 2022. EDGE Construction was the only bidder with a base bid of \$96,000+\$15,000 (owner contingency) for a total of \$111,000.

RFB AS #23-01 Bid Tabulation

REQUEST FOR BID (RFB)

Little Colorado Campus Front Office Remodel

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT dba NORTHLAND PIONEER COLLEGE

3:00 P.M., Arizona time

July 19, 2022

Page 1 of 1

Vendor	Date Received	Time Received	Bid Submission Received By	Bid Submitted
EDGE Construction	07/19/22	12:14 PM	Electronic - Bonfire Integrated Portal	All required documents present No exceptions noted Total Bid \$111,000.00

WE HEREBY CERTIFY THIS IS A TRUE AND ACCURATE TABULATION OF THE PROPOSALS RECEIVED FOR THE ABOVE REFERENCED REQUEST FOR BID ON JULY 19, 2022.

Request for Bid Due on July 19, 2022 at 3:00 P.M., Arizona time. Request for Bid Received by: Robert Johnson (Bonfire Integrated Portal).
Bid Opening Attendees: Robert Johnson, Terrie Shevat, David Huish, Ashley Keeling.

Navajo County Community College District dba Northland Pioneer College

RECORDED BY: Terrie Shevat

AS#23-01 - LCC Front Office Remodel

Project Overview

Project Details	
Reference ID	AS#23-01
Project Name	LCC Front Office Remodel
Project Owner	Robert Johnson
Project Type	RFB
Department	Purchasing
Current Spend	\$0.00
Target Savings	3%
Budget	\$175000.00 - \$275000.00
Project Description	<p>This project is to take a portion of the existing Library space and renovate into a new campus front office and student services area. This project will be performed during normal working hours. Work will be performed while building is occupied by college students, staff, and other personnel. Contractor to schedule work in a way not to interfere with normal NPC business hours. Work can be performed while building is occupied. Night work not required but can be scheduled with NPC Director of Construction. This project is located on the NPC Little Colorado Campus, in Winslow Arizona.</p>
Open Date	Jun 15, 2022 12:00 PM MST
Close Date	Jul 19, 2022 3:00 PM MST

Highest Scoring Supplier	Score
EDGE Construction	235 pts

Opportunity Funnel

Project	<i>LCC Front Office Remodel</i>
Ref. #	<i>AS#23-01</i>
Project Type	<i>RFP</i>
# Vendor Invitations	1933
# Document Takers	25
# Submissions Created	1

Seal status

Requested Information	Unsealed on	Unsealed by
Section VI: AGREEMENT	Jul 19, 2022 3:00 PM MST	Robert Johnson
Section V: Proposal Form	Jul 19, 2022 3:00 PM MST	Robert Johnson
ATTACHMENT 1: Exceptions	Jul 19, 2022 3:00 PM MST	Robert Johnson
ATTACHMENT 2: Cost Proposal	Jul 19, 2022 3:00 PM MST	Robert Johnson
ATTACHMENT 3: Insurance	Jul 19, 2022 3:00 PM MST	Robert Johnson
ATTACHMENT 4: Offer and Acceptance	Jul 19, 2022 3:00 PM MST	Robert Johnson
Bid Summary (BT-09EO)	Jul 19, 2022 3:00 PM MST	Robert Johnson

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Robert Johnson	Jul 19, 2022 3:01 PM MST	No
Terrie Shevat	Jul 19, 2022 3:18 PM MST	No
David Huish	Jul 19, 2022 3:12 PM MST	No

Approvals

Name of Approver	Name	Dept.	Status	Dates
David Huish (david.huish@npc.edu)	Department Review	Facilities	Approved	Sent: Jun 13, 2022 Responded: Jun 14, 2022 Required By: Jun 14, 2022
Maderia Ellison (maderia.ellison@npc.edu)	CFO Release	CFO	Approved	Sent: Jun 14, 2022 Responded: Jun 15, 2022 Required By: Jun 15, 2022

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
EDGE Construction	Jul 19, 2022 12:14 PM MST	Aaron Alderink	estimating@edgeconstruct.com	Mjl2MDk1

Scoring Summary

Active Submissions

	Total	A - Bid Opening	A-1 - Bid Price	C - Main Evaluation	C-1 - Bid acceptability
Supplier	/ 250 pts	/ 100 pts	/ 100 pts	/ 150 pts	/ 150 pts
EDGE Construction	235 pts	100 pts	100 pts (\$111,000.00)	135 pts	135 pts

Generated on Jul 26, 2022 11:20 AM MST - Robert Johnson

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William R. Pittenger, RA | Partner
Mark A. Davenport, AIA, LEED AP, BD+C | Partner
Richard K. Begay Jr., AIA, NCARB | Partner
Neil L. Pieratt, RA, LEED AP BD+C | Partner
Robert L. Pian, AIA, NCARB | Partner Emeritus

July 27, 2022

Dear Mr. Huish,

SPS+ is currently working with Edge Construction on an extensive re-roof and weatherization project for the Avondale School District. They have been performing well and keeping the project on-time and on budget during the short duration the project has been underway thus far. They have been responsive to concerns and issues that have arisen and kept the District and SPS+ informed during the process. Based upon my limited dealings with Edge Construction, I have no issues with providing this recommendation for their services on your project.

Sincerely,

A handwritten signature in black ink that reads 'Scott Tyler'.

Scott Tyler, AIA

Project Manager

Financial Aid Temporary Worker Hiring Request

Recommendation:

Staff recommends contracting with FA Solutions LLC to hire two temporary Financial Aid workers, one 6-month position (\$38,520), and one 3-month position (\$20,865) for a total of \$59,385.00.

Procurement Process and Budget Information:

A Request for Quotes was issued by the procurement department and only one response was received. The budget for this contract will be covered from a combination of unused funds in the Financial Aid budget and contingency, if required.

Summary:

The beginning of the Fall semester is traditionally an intensive period for the financial aid office as they package aid awards and assist NPC students with aid-related problems and financial aid questions. The office is currently short-staffed due to the recent resignation of the Financial Aid Director and a financial aid staff member having to take a lengthy medical leave. The addition of the temporary workers provided by FA Solutions LLC will allow the office to meet their obligations for serving students during this peak time, while also providing some assistance as the office transitions to hiring a new Financial Aid Director.

Quotes were solicited from firms that provide financial aid services within the educational community on July 27, 2022. As of August 10th, FA Solutions is the only responsible firm response received. The revised cost proposal, including the additional position, totals \$59,385.00, per procedure 2335, sealed bids should be obtained for purchases exceeding \$50,000.00. However, Vice President Ellison, working with Vice President Solomonson and the procurement department, determined an RFP process would be lengthy, yield the same results, and create additional service disruption which would negatively impact students. The recommendation, as documented in the attached memo, is to move forward with a contract with FA Solutions LLC.



10 August 2022

MEMO TO FILE

SUBJECT: Temporary Financial Aid Services - Competition impracticable

In response to immediate Financial Aid Office staffing needs, the Vice President of Learning requested quotes be obtained from firms that provide financial aid services within the education community; the estimated cost for the projected six-months term was \$38,520.00. A request for quote (RFQ) was issued on 27 July to multiple firms with limited response; one day after issuing this request the need for a second, three-month term temporary employee was identified and the RFQ was revised to reflect this change.

As of 10 August, *Financial Aid Solutions* is the only responsible firm response received. *Financial Aid Services* and *Higher Education Assistance Group* originally indicated a response was forthcoming but failed to submit a response, *Advocate Staffing* responded with a statement that they only provide candidates for full-time employment; no additional responses were submitted.

The revised cost proposal, including the additional position, totals \$59,385.00, per procedure 2335, sealed bids should be obtained for purchases exceeding \$50,000.00. A formal bid activity based upon the revised quote could potentially extend this effort well into the Fall Semester; recognizing the relatively small pool of firms providing like services, the outcome of a formal bid effort is anticipated to yield results similar to the original RFQ. Due to the potential disruption and negative impact to student experience, competitive procurement is deemed impractical. In order to mitigate potential service disruption and fulfill obligations to our students, *Financial Aid Solutions* (*FA Solutions*) is determined to be the firm most capable of meeting the needs of the College.

Attachments:

Attachment 1 - *Financial Aid Solutions* proposal

Maderia Ellison

Vice President for Administrative Services
Northland Pioneer College
White Mountain Campus (Show Low)
928-532-6743
maderia.ellison@npc.edu



A Proposal of Financial Aid Services
For Northland Pioneer College

Prepared by:
Leah Sheets
FA Solutions, LLC
July 29, 2022

FA Solutions LLC
600 1st Ave North, #302
St. Petersburg, FL 33701
www.getfasolutions.com

Leah Sheets, Manager of Partnerships
lsheets@getfasolutions.com
O: 727.300.6336 x1016
M: 727.353-7361



July 29, 2022

Dr. Mike Solomonson
VP of Learning & Student Services
Northland Pioneer College
2251 Navajo Boulevard
Holbrook, AZ 86025

Dr. Solomonson,

Per our recent conversations, I am pleased to provide you with this financial aid servicing and support proposal from FA Solutions, LLC.

As the industry leader in financial aid servicing, FA Solutions is uniquely positioned to ease the burden of supporting student aid packages. From filling vacancies to verifying packages to contacting students, our experts will leverage their experience and help eliminate the guesswork. For many of our partners, they have found value by having strategic redundancies, scalability, and expertise at the ready.

Within this proposal, you will find...

- Scope of Work
- Services agreement
- Executive Leadership
- Pricing

As always, feel free to contact us with questions. We look forward to partnering with you.

Sincerely,

Leah Sheets
Manager of Partnerships
O: 727.300.6336, ext 1016
lsheets@getfasolutions.com



Exhibit A, Fees and Terms

Date prepared: July 29, 2022

Project Understanding - Dr. Mike Solomonson of Northland Pioneer College and Leah Sheets of FA Solutions recently engaged in discussions regarding a potential partnership to discuss support to assist with processing and packaging. The current financial aid team includes 5 staff and the director is currently out on leave. The institution has approximately 2700 of students and utilizes PowerFails, Campus Logic, Jenzabar and CX platforms. The department is also experiencing challenges in efficiency due to configuration issues between with PowerFails and other platforms. FA Solutions recommends Staffing solutions; interim Director level and/or FA support for packaging/processing as well as a professional assessment of system configuration. The institution would like to move forward with 2 short-term interim non-director level Staffing solutions; one for 6 months and 3 months. These placements may last 6 and 3 months and anticipating a kick-off near September 2022. FA Solutions is excited to work with the College on this project.

\$6420.00 per FTE monthly for 6 months	Non-Leadership Staffing/Financial Aid Support - FA Solutions will provide outsourced financial aid services and support on behalf of the institution by providing the equivalent of 1 FTE Financial Aid Counselors to provide redundancy for staffing coverage with multiple team members as backup in the event of absences; all services are remote/virtual. This FTE will assist to support the existing financial aid staff at the college with financial aid packaging and processing functions. The fee for this service is a recurring \$6420.00 per month and renewed every 6 months.
\$6955.00 per FTE monthly for 3 months	Non-Leadership Staffing/Financial Aid Support - FA Solutions will provide outsourced financial aid services and support on behalf of the institution by providing the equivalent of 1 FTE Financial Aid Counselors to provide redundancy for staffing coverage with multiple team members as backup in the event of absences; all services are remote/virtual. This FTE will assist to support the existing financial aid staff at the college with financial aid packaging and processing functions. The fee for this service is a recurring \$6955.00 per month and renewed every 3 months.

Terms:

1. One month's fee of \$13,375.00 is due on or before the execution of this agreement. Each subsequent monthly fee is due on or before the next monthly service begins. An initial training and setup/implementation fee is due upon the execution of this contract.

2. If on-site visit is requested, all travel and expenses will be reimbursed to FA Solutions LLC, to include airfare, transportation, mileage, hotel charges and travel time of up to 4 hours each way.
3. FA Solutions LLC will not be held responsible for any found historical compliance or audit concerns that the institution was not aware of prior to this engagement. However, FA Solutions LLC will provide its best effort to accommodate toward this objective. Additional fees may apply for FA Solutions LLC to address these concerns.
4. FA Solutions may increase rates once each year based on inflation, increased cost of providing services, or other similar factors. A 1.95% annual increase is anticipated.
5. Above pricing is valid for 90-days from this document date.
6. Please remit payments to FA Solutions, LLC, Attn: Accounts Receivable, PO Box 162157, Atlanta, GA, 30321-2157.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the effective date.

FA Solutions LLC	Northland Pioneer College
Signed:	Signed:
Printed name: Robert Wright	Printed name: Dr. Mike Solomonson
Printed title: Managing Partner	Printed title: VP of Learning & Student Services
Date:	Date:



Services Agreement

THIS SERVICES AGREEMENT (the "Agreement") is entered into and effective as of **July 29, 2022**, ("Effective Date") by and between FA Solutions, LLC ("FA Solutions"), and **Northland Pioneer College** ("Institution"). In consideration of the covenants and agreements set forth in this Agreement, the parties agree as follows.

1. **Services.** FA Solutions will provide the Institution with financial aid servicing and support as detailed in the description attached hereto as Exhibit B and the optional services, if any, selected on Exhibit A (collectively, the "Services"). The Institution acknowledges that certain Services may be dependent on the Institution providing certain data, information, or assistance to FA Solutions, including as set forth in Exhibit B. The Institution agrees that FA Solutions shall not be responsible or in breach of this Agreement for any delay or failure by FA Solutions to fulfill its obligations hereunder to the extent caused, in any part, by the Institution's failure to provide timely and accurate cooperation reasonably requested by FA Solutions or otherwise set forth in this Agreement. The Institution also agrees that FA Solutions shall not be responsible or in breach of this Agreement for any error, omission or other event that occurred with respect to the Institution prior to the date FA Solutions first renders the Services.

2. **Fees.** The Institution agrees to pay FA Solutions the fees set forth on Exhibit A. FA Solutions will provide the Institution an invoice on a monthly basis. The Institution agrees to pay FA Solutions based on such invoice within thirty (30) days of the Institution's receipt of the invoice. If any payment is not received by FA Solutions by the close of business on the fifth (5th) day after the date on which it was due, the Institution shall (in order to help defray the expenses incurred by FA Solutions in handling and processing such delinquent payment and to compensate FA Solutions for the loss of the use of such delinquent payment) pay to FA Solutions an additional amount equal to the lesser of (a) five percent (5%) of the full amount of such payment per month, or (b) the maximum amount permitted by applicable law. The collection of any late charge shall not constitute a waiver of a payment default and shall be in addition to any other rights or remedies FA Solutions may be entitled to under this Agreement or applicable law. If any payment is greater than 30 days late, the Institution agrees that FA Solutions may suspend services under this Agreement or terminate this Agreement in accordance with Section 3 below.

3. **Term.** The Agreement shall be in effect from the Effective Date for a period of 3 and 6 months from the date FA Solutions first provides the Services unless otherwise terminated by the mutual agreement of the parties or the insolvency or bankruptcy of either party, in which case the other party shall have the right to immediately terminate upon written notice to the insolvent or bankrupt party, or as set forth below. Following expiration of the original term set forth above or any renewal term, this Agreement will automatically renew for additional terms of 3 and 6 months unless, at least 30 days prior to the expiration of the original term or any renewal term, either party provides written notice of termination, which shall be effective at the expiration of the then-current term.

3a. Either party may terminate this Agreement, by written notice to the other party, for any material breach of this Agreement by the other party, if such breach is not cured within fifteen (15) days after the breaching party receives written notice of such breach from the non-breaching party; provided,

however, that if such a breach is not capable of being cured within such fifteen-day period and the breaching party has commenced and diligently continued actions to cure such breach within such fifteen-day period, except in the case of a payment default, the cure period shall be extended to 30 days, so long as the breaching party is making diligent efforts to cure the breach.

- 3b. In the event of any termination of this Agreement (including expiration), the Institution shall pay all fees and any other amounts due under this Agreement payable through the effective date of the termination. Sections 4, 5, 6, 7, 8, 10, and 11 shall survive the expiration, cancellation, or termination of the Agreement for any reason.

4. Confidentiality. "Confidential Information" means non-public information, written, electronic or oral, of a party that is provided to the other party that is designated as or should reasonably be understood to be confidential and is maintained as confidential by the disclosing party, whether tangible or intangible. By way of example and not limitation, Confidential Information includes: (i) any information concerning a party, its agents' or licensors' technology, such as systems, source code, databases, hardware, software, programs, applications, engine protocols, routines, models, displays and manuals, including, without limitation, the selection, coordination, and arrangement of the contents thereof; (ii) any information concerning a party's, its agents' or licensors' financial or business plans or operations; and (iii) any "nonpublic personal information" as defined in the Gramm Leach Bliley Act about any customer of a party. Confidential Information of a party shall not be disclosed by the other party without written consent, or if required by law, regulation, or court order to be disclosed, without advance written notice to the other party. FA Solutions shall also not disclose the specific nature of financial aid services it will provide the Institution under this Agreement without the Institution's permission, unless required by law, regulation, or court order. The Institution agrees to not share FA Solutions' pricing and/or terms with any other party, unless required by law, regulation, or court order. The obligations of this section shall survive termination of this Agreement and remain in full force and effect.

5. Limited Liability; Limitation on Actions. The Institution's remedy for FA Solutions' failure to perform the services in a timely and professional manner is to have such services re-performed by FA Solutions or to terminate this Agreement in accordance with Section 3. If re-performance is not possible or effective, and the Institution suffers a liability or claim caused solely by FA Solutions' breach of this Agreement, FA Solutions shall indemnify the Institution for such liability or claim to the extent not covered and paid by the Institution's insurance, provided, however, that FA Solutions' maximum liability under this Agreement will be to compensate the Institution for its actual damages sustained, which shall be capped by the lesser of the aggregate amount paid or the aggregate amount billed by the Institution to FA Solutions in the fiscal quarter immediately preceding such claim, and provided, further that, prior to recovering any liability from FA Solutions, the Institution must first make all reasonable efforts to recover such liability from third parties who may be responsible, such as students or insurance companies. In no event shall FA Solutions be liable for any liabilities or claims caused in any part by the Institution's failure to perform the Institution's responsibilities under this Agreement and applicable law, regulation, and accrediting body standards. For liabilities not caused solely by FA Solutions' breach of this Agreement, the Institution shall indemnify and hold FA Solutions harmless in the event FA Solutions must make any payment to the Secretary of the U.S. Department of Education for any Title IV funds improperly disbursed by the Institution or any fine related thereto and for any associated legal fees or other costs or damages incurred by FA Solutions arising out of or related to any breach by the Institution of any of its obligations, covenants or agreements set forth in this Agreement. To the extent that FA Solutions must be involved with a program review, audit review, investigation, or other legal or regulatory proceeding related to the Institution, the Institution agrees to pay all court costs, reasonable attorneys' fees, FA Solutions hourly fees, and other reasonably necessary out-of-pocket expenses, including, but not limited to copies, printing, hotel, and transportation. In no event will either party be liable for any special, consequential, indirect, exemplary, or punitive damages or loss of profit or loss of revenue arising out of this Agreement, even if advised of the possibility of such damages, nor

shall FA Solutions be liable for the operation of the Institution's business. The contractual indemnity provisions contained herein are intended to apply only to claims and liabilities that are not covered by or that exceed the policy limits of applicable insurance coverage, excluding deductibles and/or self-insured retentions, and as such, the indemnity provisions do not apply to the extent of such coverage if the effect of any such provision would be to negate insurance coverage that would otherwise be available but for these contractual indemnity provisions. Nothing contained herein is intended or should be construed to (i) create any liability to or right of recovery or subrogation on the part of any insurance carrier or any other third party against either of the parties, or (ii) affect the allocation of responsibilities among insurance carriers or other persons who may have responsibility for satisfaction of all or any part of any claim made against either party. The Institution acknowledges and agrees that the remedies provided by this Section 5 constitute the Institution's sole and exclusive remedies, and FA Solutions' sole and exclusive liability to the Institution, for any breach by FA Solutions of this Agreement or any failure to provide the Institution with the Services in accordance with this Agreement. No claim may be asserted by the Institution against FA Solutions more than one (1) year following the date of the event that underlies such claim.

6. Notices. All notices or communications required under this Agreement by one of the parties hereto to the other shall respectfully be addressed as follows:

If to FA Solutions, LLC:
Robert Wright, Managing Partner
600 1st Ave., N. Suite 302, #12
St. Petersburg, FL 33701
Email: rwright@getfasolutions.com, Phone: (813) 435-6227

If to School:
Dr. Mike Solomonson, VP of Learning & Student Services
Northland Pioneer College
2251 Navajo Boulevard
Holbrook, AZ 86025
Email: michael.solomonson@npc.edu, Phone: (406) 756-3822

7. Governing Law; Venue. This Agreement is executed and delivered within the State of Florida, and the parties hereto agree that it shall be construed, interpreted, and applied in accordance with the laws of that state, without regard to conflicts of laws principles. The parties agree that the venue and jurisdiction or arbitration (should the parties together elect arbitration) shall be Tampa, Florida, and each of the parties hereto submits to the jurisdiction of any state or federal court sitting in Tampa, Florida, in any action or proceeding arising out of relating to this Agreement and waives any claim of improper venue and any claim that such courts are an inconvenient forum.

8. Non-Solicitation. The Institution agrees that, during the term of this Agreement and for a period of 6 months after any termination of this Agreement, it will not directly or indirectly: (a) induce or influence (or attempt to induce or influence) any person who is an employee of FA Solutions with whom the Institution has had contact with in performance of this Agreement, to terminate his/her relationship with FA Solutions, or to accept employment with the Institution, or in any way interfere with the relationship between FA Solutions and any of its employees, or (b) aid, assist or abet any third-party in any of the aforementioned activities. If the Institution breaches the provisions of this Section 8, the Institution shall pay FA Solutions 50% of such employee's salary with FA Solutions or 50% of such employee's salary with his or her new employer, whichever is greater. The parties agree that quantifying losses arising from the Institution's breach is inherently difficult insofar as a breach may impact FA Solutions' reputation and operations, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience and given the nature of the losses that may result from a breach.

9. Remedies. FA Solutions may pursue any and all remedies available to it and the pursuit of one remedy will not be deemed to exclude any other remedies, including, but not limited to recovery of damages and reasonable attorney's fees.

10. Attorneys' Fees. If either party is required to engage the services of legal counsel to enforce its rights under this Agreement against any other party, regardless of whether such action results in litigation, the prevailing party shall be entitled to reasonable attorneys' fees and costs from the other party, which in the event of litigation shall include fees and costs incurred at trial and on appeal.

11. Entire Agreement; Severability; Modification; Waiver. This Agreement (including the exhibits attached hereto and made a part hereof by this reference) is the entire and exclusive statement of the agreement and understanding between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to this Agreement. In the event a court of competent jurisdiction finds any of the provisions of this Agreement to be so broad as to be unenforceable or invalid for any other reason, it is the parties' intent that such invalid provisions be reduced in scope or eliminated by the court, but only to the extent deemed necessary by the court to render the provisions of this Agreement reasonable and enforceable. Any changes in law or regulations, or reinterpretations of existing laws and regulations, will be mutually reviewed by FA Solutions and the Institution to determine if changes to this Agreement are warranted. This Agreement may be amended or modified only by a writing executed by both parties. The waiver or the failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

12. Assignment. This Agreement shall not be assignable by the Institution without FA Solutions' prior written consent. This Agreement shall be binding upon and accrue to the benefit of any permitted assignee, and any such assignee shall agree to perform the obligations of the assignor.

13. Force Majeure. If by reason of a cause outside the reasonable control of a party, such party is unable in whole or in part to carry out any obligation hereunder, such party will not be in default during the continuance of such inability, provided that such party shall use commercially reasonable efforts to promptly mitigate any damages or losses.

14. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronically scanned counterpart signatures to this Agreement shall be acceptable and binding.

15. Brand use. The institution shall grant FA Solutions permission to use the institution's name and logo in its marketing materials and bid documentation in relation to potential transactions.

16. Compliance with Laws: FA Solutions will comply with all statutory provisions of or applicable to Title IV of the Higher Education Act of 1965, as amended ("HEA"), all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement to use any funds that FA Solutions administers under any Title IV, HEA program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program, to the extent that such compliance is required by applicable law or regulation and is related to the services to be performed by FA Solutions as defined in the Agreement. The institution acknowledges and agrees that it shall not have the right to enforce this provision or to seek contribution or indemnification from FA Solutions based on this provision and that any rights to contribution or indemnity are hereby irrevocably waived except to the extent such rights are otherwise specifically provided for in this Agreement. No third party other than the Secretary of the U.S. Department of Education shall have the right to enforce this provision or to seek

contribution or indemnification from FA Solutions based on this provision and any third party's right to contribution and indemnification is hereby irrevocably waived.

17. Referral to OIG: To the extent required or permitted by applicable law or regulation, FA Solutions will refer to the Office of Inspector General of the U.S. Department of Education for investigation any information indicating there is reasonable cause to believe that the institution might have engaged in fraud or other criminal misconduct in connection with the institution's administration of any Title IV, HEA program or an applicant for Title IV, HEA program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application. Examples of the type of information that must be referred are:

- a. False claims by the institution for Title IV, HEA program assistance
- b. False claims of independent student status
- c. False claims of citizenship
- d. Use of false identities
- e. Forgery of signatures or certifications
- f. False statements of income
- g. Payment of any commission, bonus, or other incentive payment based in any part, directly or indirectly, upon success in securing enrollments or the award of financial aid to any person or entity engaged in any student recruitment or admission activity or in making decisions regarding the award of Title IV, HEA program funds.

The institution acknowledges and agrees that FA Solutions shall be entitled to make referrals of information, and to otherwise communicate and cooperate with the OIG with respect thereto, whenever FA Solutions has reasonable cause to believe that such information is or may be required to be referred under applicable law and regulations. FA Solutions shall not be liable to the institution or any of its employees or agents, or any applicant, or any third party, because of or in connection with any such referral, whether it is ultimately determined that any fraud or misconduct in fact occurred.

18. Joint and Several Liability: Without limiting in any way the limitations on FA Solutions' liability and FA Solutions' rights to indemnification otherwise set forth in this Agreement and only to the extent required by applicable law and regulation, FA Solutions will be jointly and severally liable with the institution to the Secretary of the U.S. Department of Education for any violation by the servicer of any statutory provision of or applicable to Title IV of the HEA, any regulatory provision prescribed under that statutory authority, and any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the HEA. The institution acknowledges and agrees that this provision is solely for the benefit of the Secretary of the U.S. Department of Education. The institution acknowledges and agrees that it shall not have the right to enforce this provision or to seek contribution or indemnification from FA Solutions based on this provision and that any rights to contribution or indemnity are hereby irrevocably waived except to the extent such rights are otherwise specifically provided for in this Agreement. No third party other than the Secretary of the U.S. Department of Education shall have the right to enforce this provision or to seek contribution or indemnification from FA Solutions based on this provision and any third party's right to contribution and indemnification is hereby irrevocably waived.

19. Disbursements: To the extent required by applicable law and solely in the event that FA Solutions disburses funds, including Title IV, HEA program funds, or delivers Federal Stafford Loan program proceeds to students, FA Solutions will (i) confirm the eligibility of the student before making that disbursement or delivering those proceeds (and such confirmation shall include any applicable information contained in the records required under 34 C.F.R. § 668.24) and (ii) calculate and return any unearned Title IV, HEA program funds to the Title IV, HEA program accounts and the student's lender, as appropriate, in accordance with the provisions of 34 C.F.R. §§ 668.21 and 668.22, and applicable program regulations. The institution acknowledges and agrees that it shall not have the right to enforce this provision or to seek contribution or indemnification from FA Solutions based on this provision and that any rights to contribution or indemnity

are hereby irrevocably waived except to the extent such rights are otherwise specifically provided in this Agreement.

20. Records: If FA Solutions or the institution terminates the contract, or if FA Solutions stops providing services for the administration of a Title IV, HEA program, goes out of business, or files a petition under the bankruptcy code, return to the institution all:

- a. Records in FA Solutions' possession pertaining to the institution's participation in the program or programs for which services are no longer given, provided, however, that FA Solutions may retain copies of any records in its possession for any purpose, subject to applicable laws and regulations, and
- b. Funds, including Title IV, HEA program funds, received from or on behalf of the institution or the institution's students, for the purposes of the program or programs for which services are no longer provided.



SCOPE OF WORK (SOW)

The processing of federal financial aid

When supporting aid packages, we begin with an initial file review to determine appropriate funding levels and what additional documents would be required. The initial file review consists of but is not limited to the following:

1. Receive verification documents
2. Review verification documents according to the selected student verification group
3. C-Code resolution as applicable
4. Review Needs Analysis calculations for any changes
5. Make ISIR corrections as applicable
6. Verify through NSLDS there are no loan defaults, bankruptcies, over awards, Pell LEU expenditure and Subsidized Usage Limit Applies (SULA)
7. Verify through COD the Pell LEU expenditures and SULA usage
8. Perform Professional Judgement which would include correcting the Institution Student Information Record (ISIR) when applicable
9. Request from the institution when needed all supporting documents as it applies to special circumstances. This would include documents for, but not limited to Professional Judgement documents, verification documents and citizenship requirements
10. Receive and confirm SAP information in relation to student eligibility
11. Monitor Federal Work Study (FWS) spending and over-awards based on payroll data provided by the institution

Federal Award Process:

1. Award Pell, SEOG according to EFC, enrollment status, COA and need
2. Either assist the institution with establishing SEOG awarding policy or award based on recipient list provided by the institution
3. Award Direct loans according to grade level, enrollment status and need
4. Award Plus loans as requested by the graduate student and/or parents and in accordance with student eligibility
5. Generate award letters and send to students
6. Generate revised award letters and notify the student as applicable

Federal Disbursement Process:

1. Originate Pell and Direct Loans
2. Pell and Direct Loans are then submitted using COD
3. Submit individual Direct Loan adjustments when the student changes loan request(s)
4. Process Pell and Direct Loan refunds when a student withdraws or loses eligibility.
5. Import and export ED files
6. Resolve and resubmit all electronic error reports for student disbursements and refunds

Federal Cash Management

1. Monitor disbursement dates to ensure that funds arrive in a timely manner
2. Submit to the institution payment roster of disbursements submitted to COD for payment after it has been returned to FA Solutions representative

3. Reconcile FA Operating system to all Title IV disbursements submitted to COD

Federal Return of Title IV Process

1. The institution submits the withdrawal paperwork immediately upon student status change
2. FA Solutions performs the R2T4 calculation according to the federal guidelines and submits results to the institution to make appropriate refunds when applicable
3. FA Solutions will notify student of exit counseling requirement

Maintain accounting records for all programs for end of year close out and for annual audit

1. Pell Grant Reconciliation (FA System to COD reconciliation) which includes the annual Pell Closeout
2. Direct Loan Reconciliation – which include the monthly reconciliation and annual Direct Loan close-out. (FA System to COD reconciliation)
 - a. Outstanding Pell and Direct Loan reconciliation discrepancies prior to contract may require school assistance to resolve and be billed at consulting hours.

Federal Direct Student Loans (FDSL)

1. Complete and certify each loan including:
 - a. Setting up loan periods and disbursement dates. (Disbursement dates to be provided by the institution)
2. Originate loan for institution including:
 - a. Calculating loan amount
 - b. Confirm electronic MPN on file
 - c. Establish loan origination record
 - d. Transmit electronic loan origination record to COD or manually update in COD if applicable
3. Provide student with disbursement notification

Miscellaneous

1. Work with the institution to update and maintain Cost of Attendance of Attendance budgets
2. Assist with completing the Fiscal Operations Report and Application to Participate (FISAP)
3. Aid with audit preparation, review, and responses
4. Maintain SAIG Mailbox
5. Maintain FERPA compliance
6. Award institutional funds with provided guidelines and/or list of recipients, amount, and terms
7. Assist with state awarding, processing and reconciliation based on contract agreement.
8. When contracted mid-award year, work with the institution to determine ownership of prior disbursements and outstanding funding

A student is part of the billable population for the entire contract period if they have any one of the following activities occur in the financial aid software platform during any calendar year Jan 1 thru Dec 31 while they are "active" in the system:

1. An ISIR is matched to the student record
2. Documents are generated/associated with the student record.
3. An award is created or adjusted for the student in any academic year.



Exhibit B, Institution Responsibilities

1. Provide FA Solutions, LLC with all necessary and accurate documentation to carry out the assigned activities described in the Agreement.
2. Inform FA Solutions, LLC of any changes in the status of the institution, including, but not limited to change of ownership, change of address, change of financial aid coordinator, addition of new programs, limitations imported by the institution's state licensing agency, accrediting commission, or the U. S. Department of Education.
3. Provide FA Solutions, LLC with the institution's academic calendar, course offerings, tuition and fee structure, and other information needed to appropriately manage the institution's total student financial assistance program.
4. Follow all provisions of the U.S. Department of Education Program Participation Agreement and understand that final responsibility for proper management of Federal financial aid funds rests with the institution. Of importance to the institution is its requirement to have Internet capability and an email address to receive communications from the U.S. Department of Education. In addition, the institution is required to have the ability to communicate with NSLDS before sending requests for student aid to FA Solutions, LLC. The institution specifically has the responsibility to complete the Institutional Post-Secondary Education Data Systems report (IPEDS), the annual Security and Crime Statistics reports, monthly Enrollment Reporting, Gainful Employment reporting (if applicable), State or other agency reports and Cohort Default Reporting. FA Solutions, LLC does not complete these reports.
5. Provide FA Solutions, LLC with timely data concerning student progress, change of status, withdrawal, refunds made, changes of course or other information necessary to manage the institution's student financial assistance programs.
6. Provide FA Solutions, LLC with student Satisfactory Academic Progress (SAP) status.
7. Provide FA Solutions, LLC the necessary enrollment information (including changes in student enrollment), student start data, program(s) data, etc., necessary to process Title IV aid.
8. Follow all procedures associated with the U.S. Department of Education's Return to Title IV Funds Policy. It is understood that FA Solutions, LLC will perform the R2T4 calculation and return the funds in G5, if applicable, with timely approval of the institution.
9. The institution's Chief Executive Officer should receive the Program Participation Agreement (PPA) and note the institution's specific responsibilities. The institution is responsible for updates to the Program Participation Agreement and keeping it current.
10. The institution is responsible for maintaining their Net Price Calculator, and Shopping Sheet and for meeting Consumer Information requirements.

11. The institution will provide necessary remote connectivity to financial aid systems, and other systems required to perform the functions of the Agreement.
12. The institution is required to maintain a comprehensive information security program.
13. The institution acknowledges and understands that FA Solutions, LLC will rely exclusively on the truth and accuracy of all student data received from the institution in performing the services required by this Agreement, and that the institution's failure to provide true and accurate data may have a material adverse effect on FA Solutions, LLC's ability to perform the services contemplated hereunder.
14. The institution is responsible for monthly reconciliation of Pell and Loans between Student Ledgers and COD reporting. If a discrepancy is found, the institution will share this information with FA Solutions, LLC to work together on a timely resolution.
15. The institution is required to approve Federal Work Study (FWS) employment, write job descriptions, track hours worked, and process FWS payroll.
16. The institution will provide list of recipients, amount, and terms for institutional and/or state awarding.
17. The institution is responsible for institutional and/or state awarding, processing, and reconciliation.



Key Contacts

The financial aid leadership team at FA Solutions has extensive experience in financial aid with 20+ years of experience serving educational institutions. These are ...

Brenda Wright, Chief Operating Officer

Brenda has served in numerous financial aid leadership roles including, Director of Student Financial Services at the State University of New York at Albany, Assistant Vice President of Student Financial Services at Saint Leo University, and Chief Operations Officer at University Financial Aid Solutions to name a few. She has extensive experience overseeing student financial services for an array of students and locations, including non-traditional students both online and at off-campus locations, as well as traditional undergraduate and graduate students. Brenda earned a B.S. in Accounting and a B.S. in Economics from Mansfield School (NY) as well as an MBA in Management from St. John Fisher College (NY). Brenda's core strengths in financial aid include compliance, process automation, and leadership. bwright@getfasolutions.com

Bridget McGuire, Vice President of Operations

Bridget brings more than 26 years of financial aid experience to FA Solutions. She has served in several financial aid executive roles at large, growing institutions. She has extensive experience in all aspects of financial aid from audit and compliance, production management, organizational efficiencies, and customer service. At FA Solutions, Bridget's role involves ensuring accountability through each step of the process to create a seamless financial aid experience for the student and client school at every turn. She holds a B.A in Communications from Elon University and a M.S. in Education Administration from Capella University. bmcguire@getfasolutions.com

Michael Holmes, Vice President of Technology and Compliance

Michael brings more than 25 years of financial aid experience to FA Solutions. He has held varying executive roles in both campus and corporate capacities. In his most recent role as Vice President, Financial Aid, Michael led all aspects of Financial Aid including campus operations, centralized awarding and processing, and systems support. Michael's role oversees the onboarding of new clients into FA Solutions and developing process improvements within our various software systems. Michael holds an AS in both Business Administration and Accounting from Blair College, a BS in Business from National American University and an MBA from Regis University. mholmes@getfasolutions.com

Nydia Willard, Director of Student Experience

Nydia leads the Student Experience Center for FA Solutions, and its team of 35+ advisors. She is a team-builder, dedicated to high level service for her clients and works to customize their solutions. In prior role as a provider for remote student services, Nydia and her teams would answer student questions for schools ranging in size from 1,000-65,000, working with both two- and four-year institutions. Nydia takes great pride in providing school partners with exceptional service and helping them solve problems. She has deep experience in analyzing a school's operations to recommend solutions and better serve students. nwillard@getfasolutions.com