

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 hold Public Hearings, a Special Meeting and a Regular District Governing Board Meeting open to the public, on **June 18, 2024 beginning at 10:00 a.m.** The meetings will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona. The meeting can also be joined remotely using [WebEx](#). A passcode is required under certain circumstances and it is Jun24DGB.

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 Farah Bughio 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(s) 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 may appear by speakerphone.

I, Farah Bughio, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 17th day of June, 2024, at 10:00 a.m.

Farah Bughio
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
EXPANDING MINDS • TRANSFORMING LIVES

Governing Board Meeting Agenda

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

The meeting location will be open to the public at 9:55 a.m. at the latest.

Or you can join on [WebEx](#) (Passcode Jun24DGB).

Date: June 18, 2024

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

Item	Description	Resource
1.	Call to Order and Pledge of Allegiance	Chair Robinson
2.	Adoption of the Agenda (Action)	Chair Robinson
3.	Administrator Emeritus Award – Patrick Day VPLSS Michael Solomonson will present Administrator Emeritus status to retired Technical Designer and Production Manager, Patrick Day.	VPLSS Solomonson
4.	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 Robinson
5.	Discussion Items:	
	A. Standing Presentations:	
	1. Financial Position Director of Financial Services, Russel Kupfer, will provide a report on the financial position of the college for period July 1, 2023 to April 30, 2024.	Director Kupfer
	2. NPC Student Government Association (SGA) No report.	No report
	3. NPC Faculty Association No report.	No report
	4. Classified & Administrative Staff Organization (CASO) A written report is provided in the packet.	Written Report
	5. Northland Pioneer College (NPC) Friends and Family Friends & Family Director, Betsy Wilson, will provide the Board with an update.	Director Wilson
	6. Strategic Planning Director Wilson will provide an update on the progress made to the 2025 – 2030 strategic plan.	Director Wilson
	7. Human Resources A written report is provided in the packet.	Written Report
	8. Construction Report Director of Construction, Justine White, will provide the Board with an update.	Director White
	9. Enterprise Resource Planning (ERP) Implementation Update . Colleen Marsh, Project Manager, will expand on a report provided in the packet.	Colleen Marsh
	10. Arizona Association of Community College Trustees (AACCT) .. Report if available.	Chair Robinson
6.	Higher Learning Commission Financial Ratios Director Russel Kupfer will expand on the HLC Financial ratios provided in the packet.	Director Kupfer
7.	President’s Summary of Current Events Interim President Solomonson will provide a report on activities from the college since the May 2024 meeting.	Interim Solomonson
8.	Consent Agenda for Action	Chair Robinson
	A. May 21, 2024 Board Meeting Minutes (Farah Bughio)	
	B. May 21, 2024 Special Meeting Minutes (Farah Bughio)	
	C. May 21, 2024 Truth in Taxation Meeting Minutes (Farah Bughio)	

- D. [May 21, 2024 Proposed Budget Hearing Meeting Minutes](#) (Farah Bughio)
- E. [2025 CFO Resolution](#)
- F. [2024-27 TALON Intergovernmental Agreement](#) between Navajo County Community College District and Blue Ridge Unified School District NO. 32.
- G. [2024-27 Dual Enrollment Intergovernmental Agreement](#) between Navajo County Community College District and Blue Ridge Unified School District NO. 32.
- H. [2024-27 Dual Enrollment Intergovernmental Agreement](#) between Navajo County Community College District and Joseph City Unified School District NO. 2.
- I. [2024-27 TALON Intergovernmental Agreement](#) between Navajo County Community College District and Joseph City Unified School District NO. 2.
- J. [2024-27 TALON Intergovernmental Agreement](#) between Navajo County Community College District and Edkey, Inc – Sequoia Village School.
- K. [2024-27 TALON Intergovernmental Agreement](#) between Navajo County Community College District and Ganado Unified School District NO. 20.
- L. [2024-27 Dual Enrollment Intergovernmental Agreement](#) between Navajo County Community College District and Chinle Unified School District NO. 24.

9. For Discussion and Possible Action:

A. Old Business

Presidential Compensation Director Heister
 Director of Total Rewards, Lance Heister, will expand on a new report provided to the Board regarding Presidential compensation.

B. New Business:

- 1. [Request to Accept Economic Transition Resources Grant](#) WEDO Chanick
 Workforce and Economic Development Officer, Rich Chanick, will request the Board accept funds from the Economic Transition Resources (ETR) grant.
- 2. [Request to Approve Annual Jenzabar Support and Maintenance for 2024-25](#) CIO Jacob
 Chief Information Officer, Michael Jacob, will request the Board approve annual Jenzabar support and Maintenance for 2024-25.
- 3. [Request to Approve Annual Microsoft Volume Licensing for 2024-25](#) CIO Jacob
 Chief Information Officer, Michael Jacob, will request the Board approve annual Microsoft Volume Licensing for 2024-25.
- 4. [Request to Approve Microwave Tower Equipment Replacement and Upgrade Contract](#) CIO Jacob
 Chief Information Officer, Michael Jacob, will request the Board approve microwave tower equipment replacement and upgrade contract.
- 5. [Presidential Profile](#) Chair Robinson
 The Board will discuss the Presidential profile.
- 6. [Request to Approve Purchase of NEOED](#) Director Ulibarri
 Director of Employee Relations and Staffing, Nicole Ulibarri, will request the Board approve the purchase of NEOED.
- 7. [Canceling the July 16 Regular Meeting](#) Chair Robinson
 The Board will be asked to cancel the July 16 regular meeting.

C. DGB Agenda Items and Informational Needs for Future Meetings Chair Robinson

D. Board Report/Summary of Current Events..... Board Members

College/Board Events:

Native Eagle Fests (Free Admission) with music, free food (first 150 guests), NPC Demo Fair with interactive booths and exhibitions showcasing NPC programs, offerings and more will be held:

- NPC Whiteriver Center on July 1, 2024 10am-2pm MST
- NPC Kayenta Center on July 3, 2024 10am-2pm MDT

- NPC Hopi Center on July 10, 2024 10am-2pm MST
- Tribal Center Community Discussions** (Food provided) Open to interested center staff, students, and community members to discuss upcoming events (Eagle Fest, Fall Student Success Series, and community events) at the center.
- NPC Hopi Center on June 26, 2024 10am-2pm MST

Community Events:

Police Academy – Friday, June 21 at 3 p.m. at the Performing Arts Center, Silver Creek Campus, 1611 S. Main St. Snowflake, AZ 85937

High Country Barbershop Chorus & NPC present The Sounds of Summer - Saturday, July 27, 2024, Shows at 1 and 6 p.m. at Blue Ridge High School Auditorium 1200 W. White Mountain Blvd., Lakeside 85929

E. **Announcement of Next Regular Meeting**.....**August 20, 2024** Chair Robinson

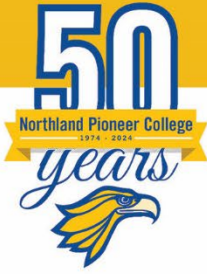
F. **Adjournment**.....**(Action)** Chair Robinson

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



05/08/2024

President Hazelbaker
Northland Pioneer College

President Hazelbaker,

I would like to recommend granting emeritus status to Patrick Day, Technical Director and Performing Arts Center Manager, based on his significant contributions and long-standing dedication to his respective roles. Pat will be retiring at the end of his contract effective July 1, 2024.

Pat has served NPC as Technical Director and PAC manager for 9 years. His long and successful tenure exemplifies his commitment and expertise in his roles. During his employment, he successfully kept the PAC facilities up and running when the world paused due to the Covid-19 pandemic; subsequently, he supported our students by teaching classes in different modalities and encouraging students to perform via YouTube videos.

Pat has consistently showcased exceptional skills and knowledge in managing technical aspects and overseeing the operations of the performing arts center, which highlights his valuable contributions to the College. From set building, sound management, and lighting design, Pat's knowledge shines. One of the things that I am continually impressed by is Pat's willingness to teach courses and pass his expertise on to our students.

It is clear that Pat has made significant contributions and has had a large impact as the Technical Director and Performing Arts Center Manager. Granting Pat emeritus status would be a fitting acknowledgment of his achievements, dedication, and lasting contributions to NPC and the performing arts community. Thank you for considering this request to name Pat Day as emeritus in recognition of his service and honorable contributions to Northland Pioneer College.

Sincerely,

Melody Niesen
Dean of Arts and Sciences

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2023 to April 30, 2024

Budget Period Expired

83%

Tax Supported Funds				
Current General Fund				
	Revised Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	17,000,000	2,984,538	15,362,821	90%
State Aid:				
Maintenance and Operations	1,346,100	336,525	1,346,100	100%
Equalization	11,189,600	2,797,400	11,189,600	100%
Rural Aid	1,322,400	330,600	1,322,400	100%
Tuition and Fees	3,800,000	413,788	3,515,824	93%
Investment earnings	300,000	323,831	2,630,683	877%
Grants and Contracts	2,530,000	20,210	1,527,504	60%
Other Miscellaneous	387,000	24,771	236,775	61%
Fund Balance	12,342,727	-	-	0%
Transfers	(11,145,000)	(261,369)	(2,491,062)	22%
TOTAL REVENUES	\$ 39,072,827	\$ 6,970,294	\$ 34,640,645	89%
EXPENDITURES				
Salaries and Benefits	26,487,637	2,072,226	19,837,167	75%
Operating Expenditures	12,585,190	545,356	6,776,373	54%
TOTAL EXPENDITURES	\$ 39,072,827	\$ 2,617,582	\$ 26,613,540	68%
Unrestricted Plant				
	Revised Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital/STEM	262,500	65,625	262,500	100%
Fund Balance	2,075,000	1,501	1,509,384	73%
Transfers In	10,445,000	166,696	2,275,204	22%
TOTAL REVENUES	\$ 12,782,500	\$ 233,822	\$ 4,047,088	32%
EXPENDITURES				
Capital Expenditures - Construction	5,000,000	1,501	1,509,384	30%
Capital Expenditures - Other	7,782,500	232,321	2,537,704	33%
TOTAL EXPENDITURES	\$ 12,782,500	\$ 233,822	\$ 4,047,088	32%

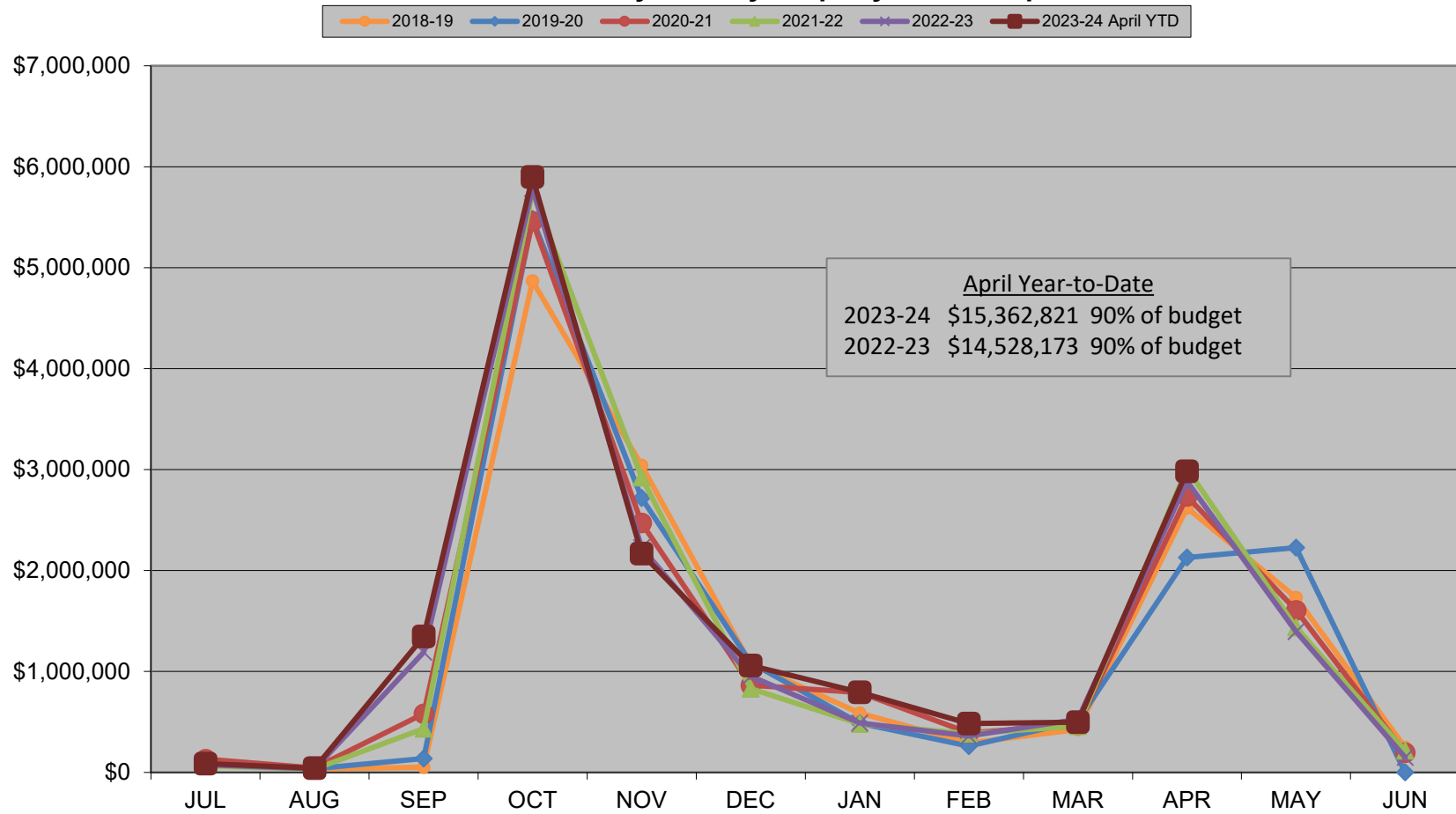
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
Statement of Financial Position
July 1, 2023 to April 30, 2024

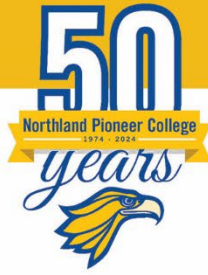
Budget Period Expired 83%

Restricted and Auxiliary Funds				
Restricted				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
Grants and Contracts	6,457,811	300,483	4,456,683	69%
Fund Balance				
Transfers In	500,000	78,348	78,348	16%
TOTAL REVENUES	\$ 6,957,811	\$ 378,831	\$ 4,535,031	65%
EXPENDITURES				
Salaries and Benefits	2,201,602	186,088	1,582,819	72%
Operating Expenditures	4,756,209	130,712	2,952,212	62%
TOTAL EXPENDITURES	\$ 6,957,811	\$ 316,800	\$ 4,535,031	65%
Auxiliary				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
Sales and Services	400,000	13,583	109,752	27%
Fund Balance				
Transfers	200,000	16,325	137,510	69%
TOTAL REVENUES	\$ 600,000	\$ 29,908	\$ 247,262	41%
EXPENDITURES				
Salaries and Benefits	226,154	13,263	149,706	66%
Operating Expenditures	373,846	16,645	97,556	26%
TOTAL EXPENDITURES	\$ 600,000	\$ 29,908	\$ 247,262	41%

Cash Flows	
Cash flows from all activities (YTD)	\$ 43,470,026
Cash used for all activities (YTD)	\$ 35,442,921
Net Cash for all activities (YTD)	\$8,027,105

Monthly Primary Property Tax Receipts





June 6, 2023

CASO Report to DGB

Members of the District Governing Board:

As of June 30th, I will be stepping down as CASO President and Melissa Willis will begin her term as CASO President on July 1st. I would like to thank the District Governing Board and Northland Pioneer College faculty, staff, and administration for the opportunity to serve as CASO President. It has been a challenge but a rewarding experience, too and I have learned so much during my term. I appreciate the support of the District Governing Board and hope that CASO continues to have your support throughout the coming year.

The start of the Summer 2024 Semester has been busy since free tuition for the semester was implemented, CASO Staff have been occupied with ensuring that students are advised, registered, and prepared to start or continue their educational journey. We are looking forward to a productive and successful semester.

Sincerely,

Janalda Nash

CASO President

Center Advisor/Library Tech



Northland Pioneer College

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HUMAN RESOURCES

MONTHLY REPORT

June 2024

EMPLOYEE RELATIONS AND STAFFING

On June 11th the department will host our next new employee onboarding session. This session is open to all NPC employees who wish to register for a refresher, or if they have never attended a session before.

WELCOME AND RECOGNITION

We would like to welcome the following new employees to Northland Pioneer College

❖ Rebecca Diggs Library Specialist I

Congratulations to the below employees as they transition to new positions

❖ Katherine Reeve Associate Librarian

❖ Joshua Jeffery Director of Early College Programs

❖ Marletha Baloo Senior Financial Aide Specialist

❖ Elizabeth Giacalone Faculty in Early Childhood Education

The following employees have left the institution since the last report

❖ Lynn Oldham Maintenance II

❖ Patrick Day Technical Designer/Production Manager

❖ Gary Reyes Faculty in Psychology

❖ Stephen Valichnac Campus Monitor

❖ Joseph Simpson Maintenance I

RECRUITMENT

	Location	# Qualified Applicants	Date Opened	Closing Date	Status
WMC Campus Monitor	White Mountain Campus	0	6/5/24	6/15/24	In Review
Training & Professional Development Specialist	Painted Desert Campus	6	5/30/24	Open Until Filled	In Review
Testing Manager	White Mountain Campus	5	5/28/24	Open Until Filled	In Review
Marketing Generalist	White Mountain Campus	4	5/23/24	Open Until Filled	In Review
Faculty in Cosmetologist	White Mountain Campus	3	5/23/24	Open Until Filled	Offer in Progress
Small Business Analyst	White Mountain Campus	79	5/21/24	Open Until Filled	In Review
Inventory Clerk	Painted Desert Campus	34	5/16/24	Open Until Filled	In Review
Registrar	Painted Desert Campus	1	5/16/24	Open Until Filled	Offer in Progress
Technical Designer/Director	Silver Creek Campus	1	5/16/24	6/3/24	Interviews in Progress
Director of Financial Aid	Painted Desert Campus	1	5/9/24	5/20/24	Offer in Progress
Faculty in Surgical Technology	White Mountain Campus	1	4/25/24	Open Until Filled	In Review
Payroll Assistant	Painted Desert Campus	9	4/10/24	Open Until Filled	In Review
Maintenance I	Painted Desert Campus	0	6/5/24	Open Until Filled	In Review
PDC Campus Office Staff Part-Time	Painted Desert Campus	28	4/22/24	Open Until Filled	Interviews in Progress
Development Coordinator	Silver Creek Campus	3	04/11/2024	Open Until Filled	Offer in Progress

EMPLOYEE CENSUS DATA

Turnover Rate For FY23/24	Employee Count	Separated	Turnover Rate
Total Employees as of 7/1/2023	334	24	7.19% *
Total New Hires from 07/01/2023 to 06/01/2024		6	1.7%
Total Faculty Turnover FY23/24 to date		4	1.20%
Total Staff Turnover FY 23/24 to date		20	5.99%

Turnover Rate For the Last 12 Months	Employee Count	Separated	Turnover Rate
Totals for June 2023- June 2024	321	32	9.97%
Total Faculty Turnover June 2023- June 2024		4	1.25%
Total Staff Turnover June 2023- June 2024		28	8.72%

*Turnover Rate Calculated by dividing the number of separated employees during the period by the number of employees at the beginning of the period. This figure reflects contract employees only and excludes temporary employees

EMPLOYEE DEVELOPMENT

The final supervisory training of the academic year focused on the benefits available to college employees. Details of this training are provided below. Additionally, the search for a training specialist has commenced, with the position recently posted and the recruitment process beginning over the summer. The human resources department is eager to fill this role to further develop the supervisor training program for the upcoming year, and to begin to expand training opportunities and programs for all employees.

TOTAL REWARDS BENEFITS AND COMPENSATION

All college Supervisors were provided a thorough workshop on the total Benefits package offered by the Northland Pioneer College at the May 22, 2024 Supervisor's Training. Jake Seltzer, Vice President and Certified Self-Funding Specialist (such as the self-funded health benefits program here at NPC), and for Summit Incorporated, gave a detailed presentation of the college's Medical, Dental, and Vision Insurance programs, with an emphasis on the Health Savings Plan that is offered here at the college. After Mr. Seltzer's presentation, our Benefits and Compensation Coordinator, Mrs. Lori Moore presented on the extensive voluntary benefits program available to all college employees. Mrs. Moore also informed Supervisor's concerning the Arizona State Retirement System that involves most of the college's

employees. Many thanks to Mr. Seltzer and to Mrs. Moore for providing this much-needed and highly-valued training for the NPC Supervisory Staff and for a job very well done.



Northland Pioneer College

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ERP Project **EmpowerED**

JUNE 2024



CLOSING DESIGN PHASE, LAUNCHING BUILD

We are officially in the BUILD phase of this 3-year project after successfully finishing the DESIGN phase last month. During Design, our collective NPC participants spent an estimated 2,000+ hours in meetings with Anthology and Cochise College to document current challenges and desired future state, the outcome of which is a 158-page Solution Design document. We are now participating in Configuration Build meetings with our implementation leads and subject matter experts; these meetings kicked off mid-May 2024 and will continue – along with our data clean-up efforts – through December 2024 until we have fully built our new system before we can TEST in 2025.

Phase 1: PLAN (*Completed*. July 2023-Dec 2023)

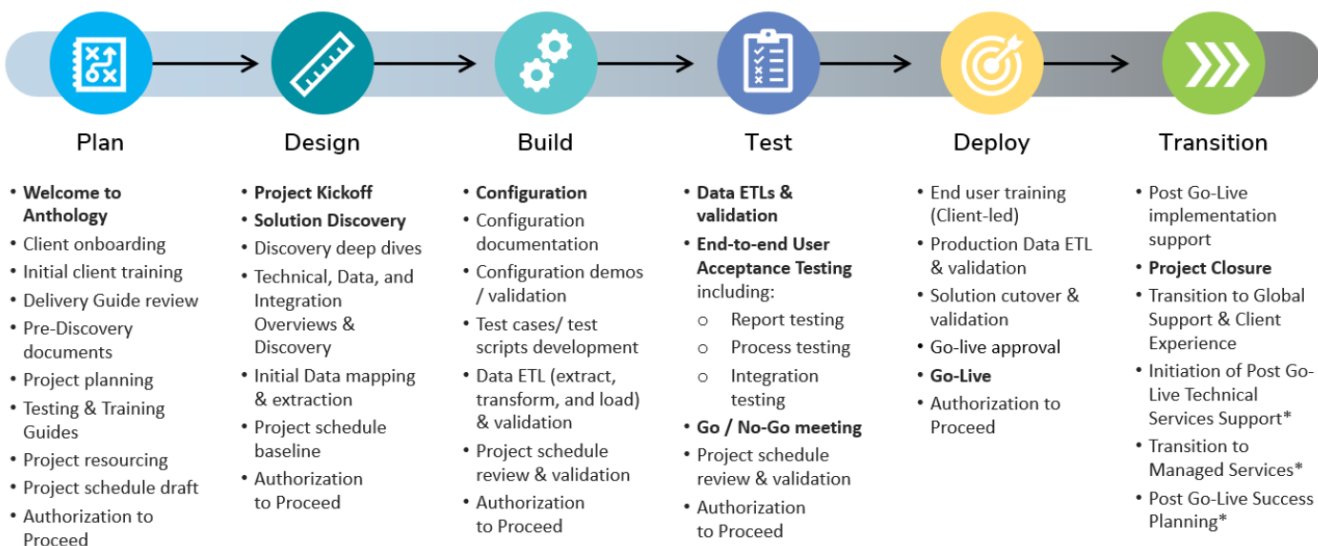
Phase 2: DESIGN (*Completed*. Dec 2023-May 2024)

Phase 3: BUILD (*In Progress*: May 2024-Jan 2025)

Phase 4: TEST (*Up Next*: starting Jan 2025)

Phase 5: DEPLOY: Cascading Go-Live Dates Oct 2025 through Feb 2026

Phase 6: TRANSITION





ACTIVITY REPORT: DESIGN & BUILD PHASES

In Progress

- **Data Clean-Up Efforts:** IE + RecReg + System Analysts processing identified data quality issues. Daily scrum meetings held by Paul Hempsey. ETL 0 starts July 5.
- **Student Configuration workshops** kickoff June 10th. 6-week process to build configuration workbooks.

Next Immediate Priorities

- Decisions on Non-Credit Shopping Cart tool, PYR/Time & Attendance vendors & scope.
- Assembling dedicated TEST teams.

Completed

- Completed 55 **Design Deep Dives** – 98.5 total meeting hours with 50 internal NPC SMEs.
- Finalized **Solution Design Recommendations** document to close the phase (158 pages).
- Successfully delivered Jenzabar and iSolved **data extracts** to Anthology for assessment.
- Completed **all Data Discovery** and Mapping for Student, Finance, HR, and Payroll modules.
- Kickoff of the Build phase with all stakeholders.
- Backfills: 3 RecReg, 1 Early College, 1 HR (two more in progress).

SOLUTION DESIGN RECOMMENDATIONS

At the conclusion of NPC's 55 Design Deep Dives, Anthology drafted their solution design recommendations into a 158-page document, broken into sections for each module (Student, Finance, HR, Payroll, Reach) and then by topic within. There were 32 design topics for Student, 9 for Finance, 9 for HR, 8 for Payroll, and 13 for Reach. The vast majority of Anthology's recommendations were to use the vendor's out-of-the-box solution for NPC's needs. Our team's desired outcomes are largely achievable through Anthology standard functionality. Out of the 71 total sections, only 16 contained deviations from Anthology's standard. These identified deviations include: 10 Product Gaps, 2 Custom Workflows, 2 Custom Integrations, and 2 Other. The majority of these deviations are not of critical concern for the NPC team as we've either already put a solution in place or there are workaround options available and/or product developments within Anthology that promise to fix gaps with future releases.

If you'd like a copy of the Solution Design Recommendations, please let the project manager, Colleen Marsh, know! (Colleen.Marsh@npc.edu)



EXTERNAL VENDORS & SCOPE ADDITIONS

Three product gaps identified by Anthology in the Solution Design Recommendations (SDR) relate to product capabilities and services covered by Anthology's vendor partners, Greenshades and TimeClock Plus.

W-2s: Anthology's out of the box solution allows for the creation of one massive PDF containing all employee and contractor year-end W-2 forms. Anthology does not parse out individual W-2s or distribute them, but their partner, Greenshades does for a nominal fee of ~\$1-2/form.

Time & Leave Management: Anthology's Payroll solutions for time & leave management had the greatest number of product gaps and deviations identified in the SDR as well as the greatest and most concerning gaps between what the NPC Payroll team desires and what Anthology itself offers. These deviations include inability to convert overtime hours to earnings or for leave and absence balances to tie to the entitlement (pay-out) balances, and the inability for employees to clock in and clock out.

The latter is technically out of the project's original scope: while clocking in & out was discussed during their sales demonstration, Time & Attendance was not included in the scope of work Anthology drafted and NPC signed. However, ***Time & Attendance is a requirement for NPC, so we will expand our project scope to include it, and an external vendor will be required.*** Anthology's partner, TimeClock Plus, offers the clocking in/out functionality, and it covers overtime calculations and entitlements (the previously-listed product gaps in the SDR) as well as many robust features for time and leave management. However, the total volume of gaps in Payroll solution is of concern to the NPC team.

Aside from product gaps identified in the SDR, the NPC team recently learned Anthology cannot seamlessly cover a handful of standard HR/Payroll processes, instead offering burdensome workarounds for things like collecting workers' consent to receive W2s electronically or facilitating changes to workers' W2s and W4s. In addition, unlike our current Payroll vendor (iSolved/Payday), Anthology does not assume their clients' tax liability, so the burden of filing local, state, and federal payroll taxes would shift onto NPC's internal Payroll and Business Office staff to cover these additional responsibilities.

Our project and HR/Payroll teams are working together with Anthology to assess our go-forward options with their planned product enhancements vs. other vendor capabilities.



PROJECT TIMELINE, GO-LIVE UPDATES

With the close of the design phase, we published a new, detailed version of the project schedule. At NPC's HR and Payroll team's request, we moved out the go-live dates for those two modules to January 2026 to run two positive pay cycles in parallel with the current system with a fresh CY cutover. Aside from the new HR/Payroll go-live targets, there are no major changes to the schedule. The Departmental Solutions go-live dates are still to be determined: each solution's mini-project takes 6-12 weeks from kickoff to go-live, so the two colleges are coordinating their leads find agreeable timelines for NPC and Cochise College going live at the same time.

NPC's GO-LIVE TARGETS

Finance	End of Sept 2025
Student	Mid-Dec 2025
HR	Mid-Jan 2026
Payroll	End of Jan 2026
Reach	Feb 2026

Departmental Solutions: TBD
(Occupational Insight, Student Verification, Milestone, Engage)

Now that we've completed the review of the design recommendations, all teams have a better idea of the effort it will take to implement and test the configuration. Anthology assures us the schedule is as tight as possible. Still, with Jenzabar's looming support end (next summer), our executive team requested Anthology review and share options for crashing the Student timeline for an earlier go-live date. Anthology, however, is firm that there are no changes possible on their end, that the schedule is already aggressive for implementing two colleges at once, and any time saved would depend on NPC and Cochise resourcing and data quality.

Anthology: Crashing the Student schedule for earlier go-live is not recommended

In fact, sticking to the current, aggressive schedule requires NPC focus on two critical path resourcing activities: **data clean-up** now and creating a **dedicated Test team** ready for CY 2025 testing activities. Again, Anthology reports there is no way to *significantly* shorten the Student module's project activities; only a few days (up to 15 working days) can be saved in the testing and data loading processes if NPC doesn't take too long troubleshooting issues in each of the 5 data load cycles. At best that would move the Student go-live date from December to November 2025. This month our sole focus is on data clean-up and configuration build activities. Then, starting in July, our project team plans to assemble our dedicated test teams for each module and begin writing thorough test cases together.



HIGHLIGHTS

NPC's SMEs and leads are working efficiently and effectively together with Anthology, as are our partners. **Payday HCM** (our current HR/Payroll vendor) helped us by creating data extracts from our current system to send to Anthology, and they joined us in all our data discovery calls with the new vendor. The quality of the reports Payday HCM staff created and the time they dedicated in those meetings with us and Anthology saved NPC significant resource time and project costs. They have been excellent partners. As have **CampusWorks**: we continue to work with them on database performance tasks and reporting tasks in Jenzabar, an effort that will close by end of June.

Now that our teams launched the Build phase, our project leads are looking ahead to July where we'll continue our campus visits to celebrate the close of the first two phases and the launch of the third. We're also sending a squad of 10 SMEs to Anthology's conference July 15-17 to spend time with our partners at Cochise, meet with other implemented colleges and hear their lessons learned, and learn about Anthology's product roadmaps and best practices to help us plan ahead for testing and training in 2025.



Want to see sneak peaks of our future solutions with Anthology?

Anyone with an NPC domain (@npc.edu email) can register on Anthology's ACADEMY to watch demos and training videos.

Visit <https://www.anthology.com/academy> to register.



Higher Learning Commission Financial Ratios

Summary:

The Higher Learning Commission (HLC) uses specific financial ratios to track institutional health as part of an overall strategic financial analysis. The model adopted by the HLC uses the concept of a Composite Financial Index (CFI), which is intended to give a quick snapshot of overall financial health.

Well-managed institutions use their mission to drive success and use financial metrics to determine affordability. The ratios assist in the development of the answers to the following questions and other key questions of strategic financial importance.

- Are resources sufficient and flexible enough to support the mission?
- Are resources managed strategically to advance the mission, such as debt?
- Does asset performance and management support the strategic direction?
- Do operating results indicate the institution is living within available resources?

Data for **fiscal year 2022-23** along with historical and comparative information is presented with and without the change in accounting principle related to GASB Statements No. 68 and No. 75.

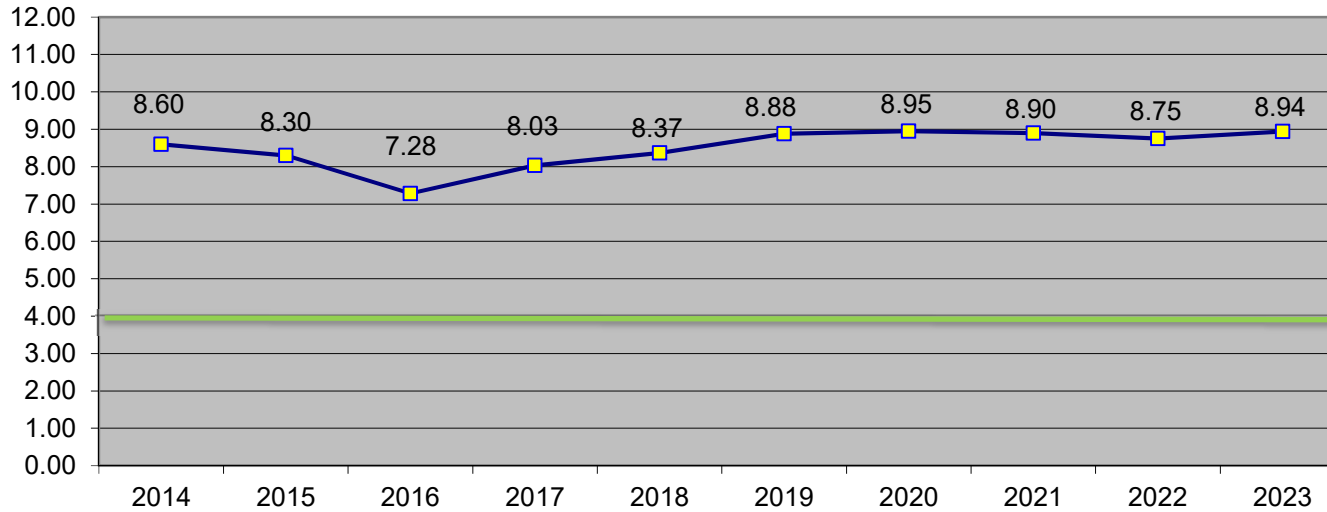
- GASB 68 Accounting and Financial Reporting for Pensions adopted in fiscal year 2014-15.
- GASB 75 Accounting and Financial Reporting for Postemployment Benefits Other than Pensions adopted in fiscal year and 2017-18 respectively. This is immaterial for NPC.

The CFI measures the overall financial health of the institution based on the sufficiency and flexibility of resources, the management of debt, the performance of assets, and the results of operations. A score of 3.0 is considered the threshold for financial health. NPC's score is well above the threshold and has been for years

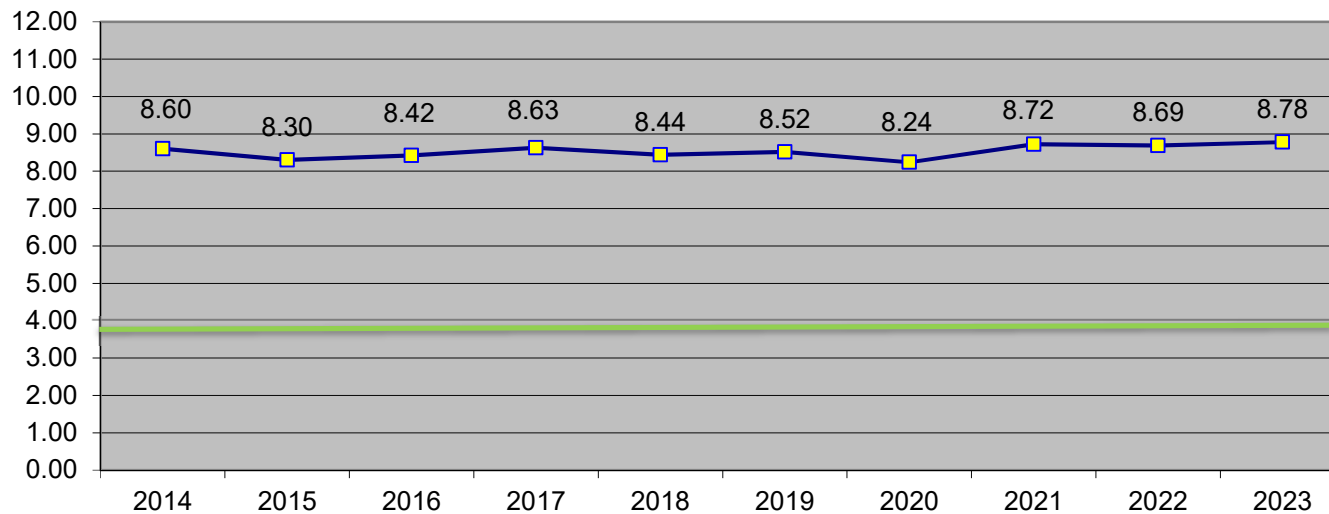
The financial ratios that make up the CFI include:

- **Primary Reserve Ratio** (CFI weight = 35%) – measures financial strength by comparing expendable net assets to total expenses. The ratio represents the percent of a year the institution could meet financial obligations with assets readily available. A ratio of .40 is considered the threshold for financial health. NPC's score is well above the threshold.
- **Net Operating Revenues Ratio (%)** (CFI weight = 10%) - measures whether the institutional operations resulted in a surplus or a deficit for the year. The ability of an institution to operate within available resources in basic day-to-day functions. The threshold for financial health is 4 percent. NPC's score is well above the threshold.
- **Return on Net Assets (%)** (CFI weight = 20%) - measures whether the institution's total assets (restricted and unrestricted) are increasing or decreasing. A ratio that is 3-4% above inflation is considered the threshold for financial health. A higher return on net assets means that the institution is using its assets and working capital efficiently and effectively. NPC's score is above the threshold.
- **Viability Ratio** (CFI weight = 35%) - measures the ability of an institution to meet its entire debt obligation with expendable assets. A ratio of 1.25 is considered the threshold for financial health. NPC has no long term debt or bonds, so this ratio is not applicable.

Composite Financial Indicator with GASB Statements 68 & 75

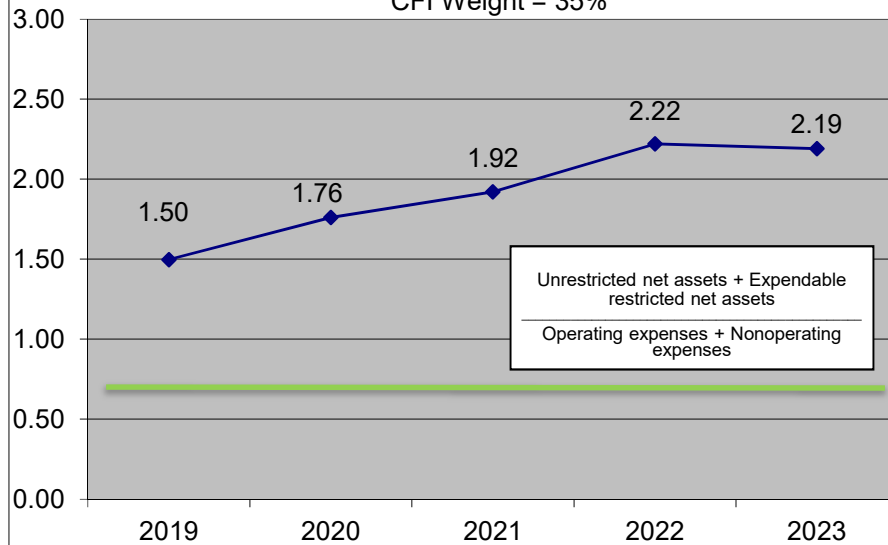


Composite Financial Indicator without GASB Statements 68 & 75



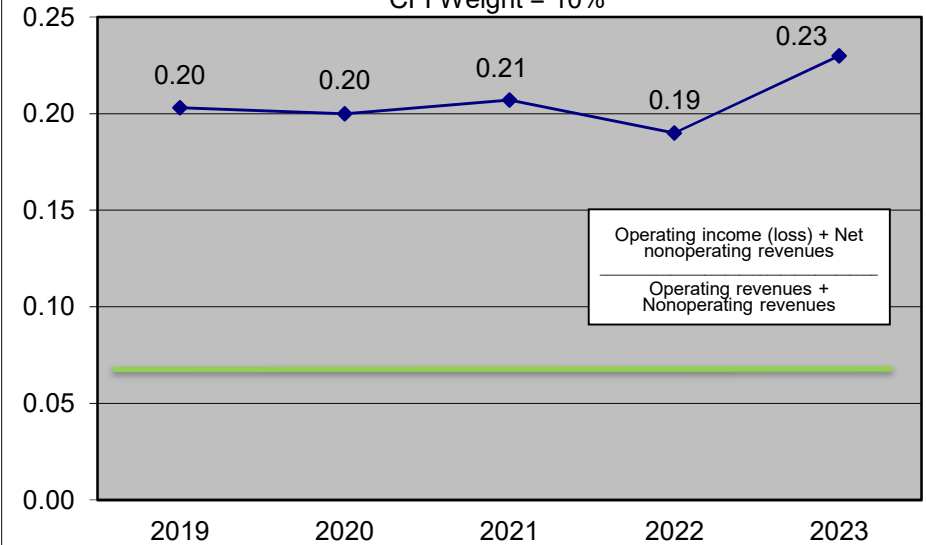
Primary Reserve Ratio with GASB Statements 68 & 75

CFI Weight = 35%



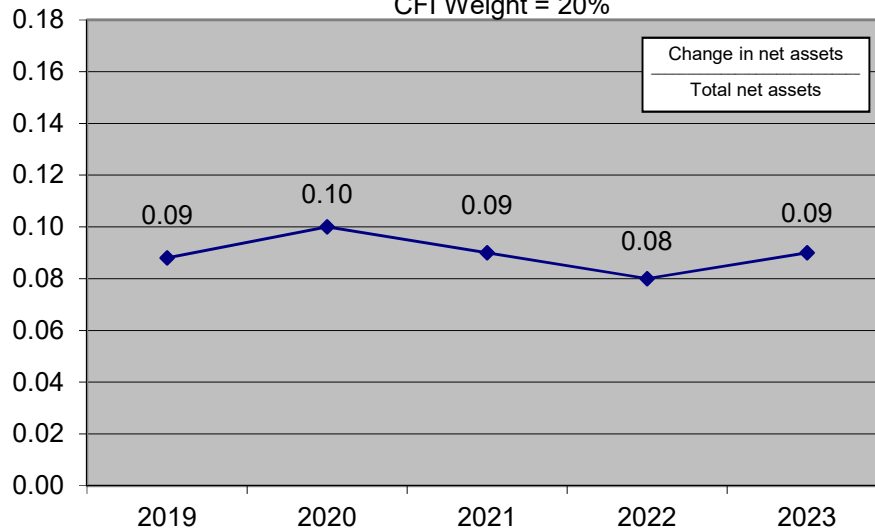
Net Operating Revenue with GASB Statements 68 & 75

CFI Weight = 10%



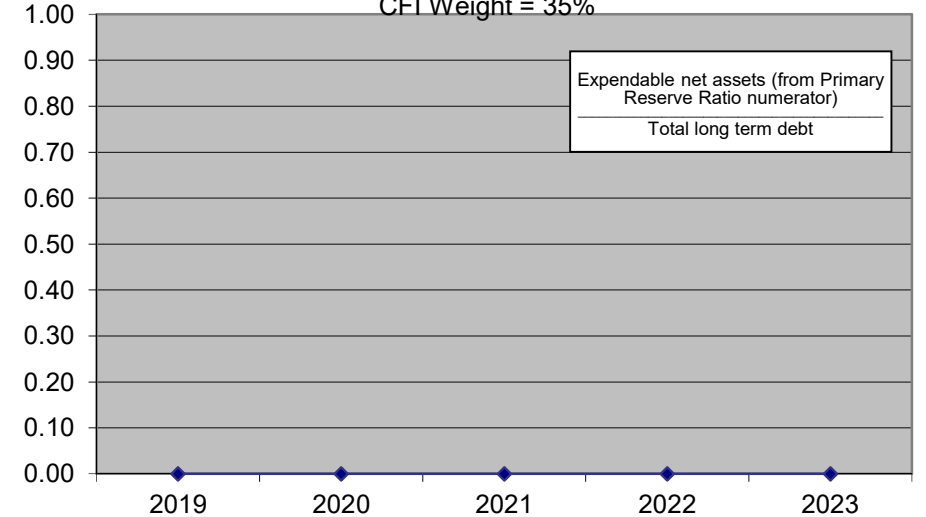
Return on Net Assets with GASB Statements 68 & 75

CFI Weight = 20%



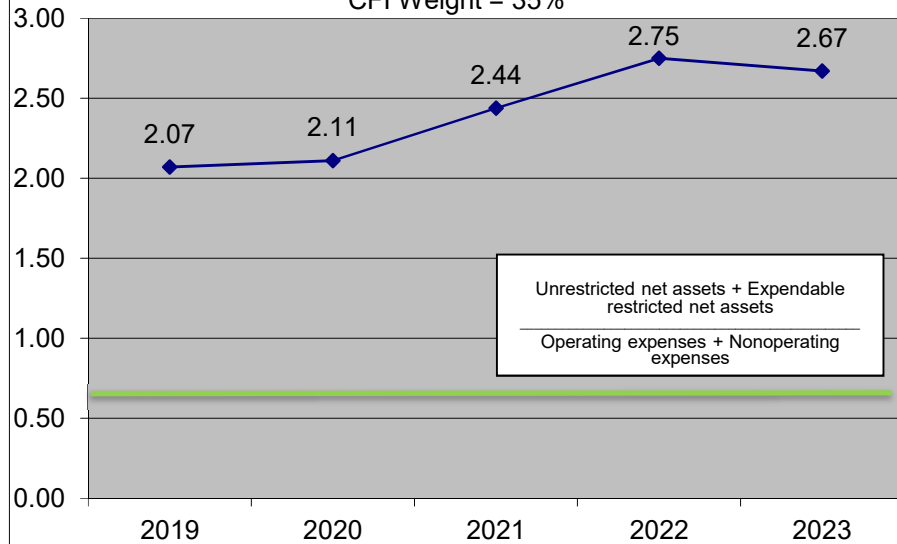
Viability Ratio with GASB Statements 68 & 75

CFI Weight = 35%



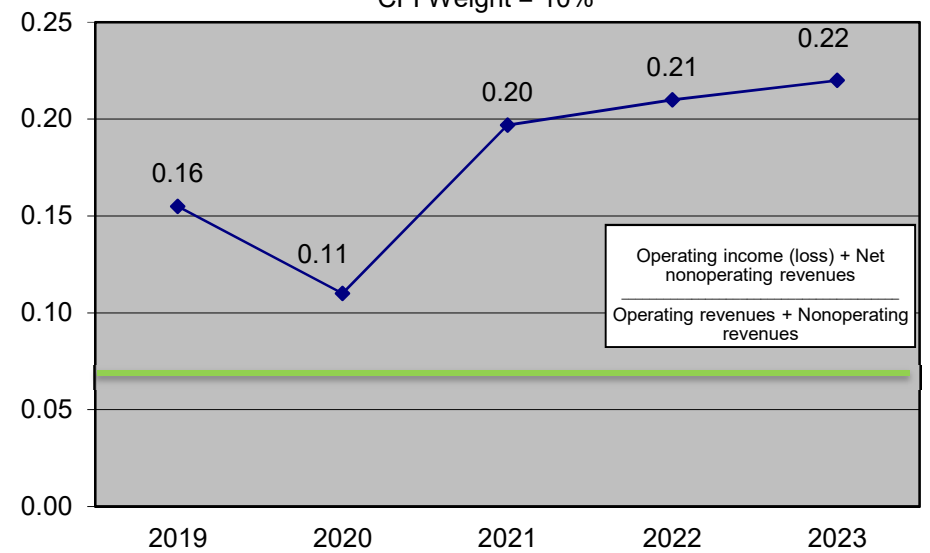
Primary Reserve Ratio without GASB Statements 68 & 75

CFI Weight = 35%



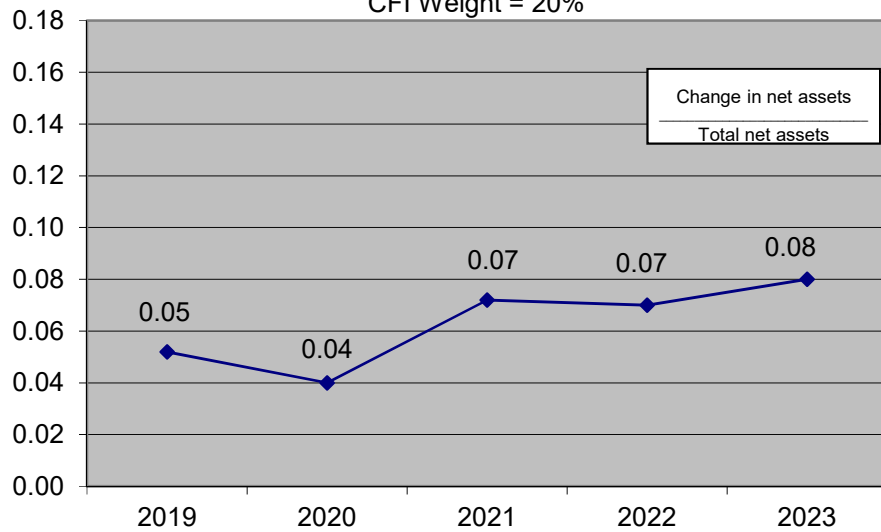
Net Operating Revenue without GASB Statements 68 & 75

CFI Weight = 10%



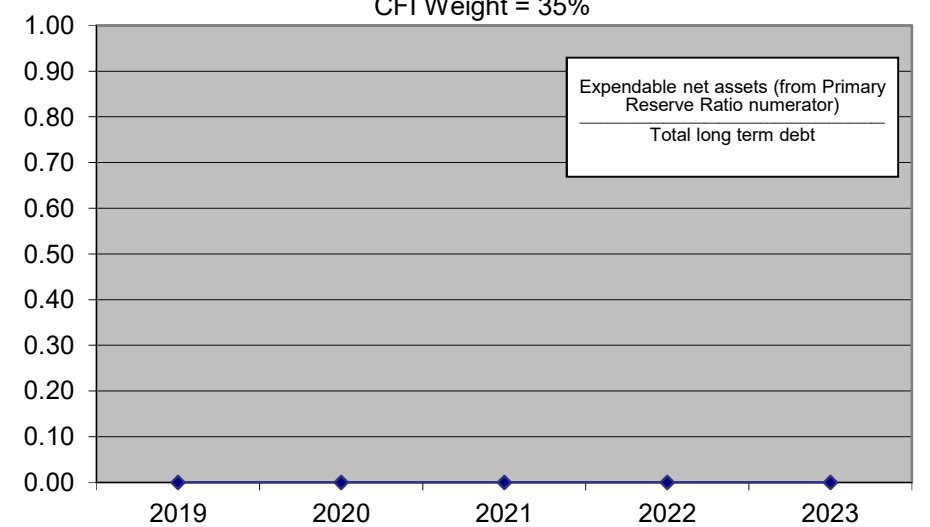
Return on Net Assets without GASB Statements 68 & 75

CFI Weight = 20%



Viability Ratio without GASB Statements 68 & 75

CFI Weight = 35%



Navajo County Community College District Governing Board Meeting Minutes

May 21, 2024 – 10:16 a.m.

Painted Desert Campus, Tiponi Community Center Board Room
2251 East Navajo Boulevard, Holbrook, AZ 86025

Governing Board Member Present: Chair Everett Robinson; Ms. Kristine Laughter; Mr. Frank Lucero; Mr. Derrick Leslie; Ms. Rosie Sekayumptewa.

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; Associate Vice President of Human Resources (AVPHR) Christine Schaefer; Director of Institutional Effectiveness Judy Yip-Reyes; Chief Information Officer Michael Jacob; Recording Secretary to the Board Farah Bughio; Norvita Charleston; Jeremy Raisor; Michael Broyles; Russell Kupfer; Nicole Ulibarri; Betsy Wilson; Katie Matott; Melody Niesen; Rebecca Sweet; Gary Reyes; Jillian Henry; Allison Landy; Rich Chanick; Frank Pinnell; Colleen Marsh; Muriel Metcalf; Ruth Zimmerman; Celia Iguado; Sandy Caldwell; Charles DiCarlo; Tamara Osborne; Lia Keenan; Josh Rogers; Maria Jaquez; Natalie Kee; Shanna Kukla; Rebecca Hunt; Erin Pugh; Amanda Sutter; Kristina Jensen; Tribune; Tabitha Stickel

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Robinson called the meeting to order at 10:16 a.m. and led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Chair Robinson asked if there was a motion to adopt the agenda. Mr. Lucero made a motion to adopt the agenda. Ms. Sekayumptewa seconded the motion.

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

Agenda Item 3: Faculty Emeritus Award

VPLSS Mike Solomonson presented Dr. Gary Reyes the Faculty Emeritus Award.

Agenda Item 4: Call for Public Comment

None.

Agenda Item 5: Discussion Items

5.A.1. Financial Position

VPAS Maderia Ellison expanded on the report provided in the packet.

No questions.

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

A written report was provided in the packet.

Student Jillian Henry gave a presentation on her experience at NPC.

5.A.3. NPC Faculty Association

Dr. Michael Broyles presented statewide changes to the general education curriculum.

Chair Robinson asked if AGEC completers would walk during commencement. Dr. Solomonson responded that NPC would like for AGEC completers to walk during commencement.

5.A.4. Classified and Administrative Staff Organization (CASO)

A written report was provided in the document.

No questions.

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

Betsy Wilson, Director of NPC Friends and Family, expanded upon a report provided in the packet.

No questions.

5.A.6. 2025-2030 Strategic Planning Update

Director Betsy Wilson gave an update to the 2025-2030 Strategic Plan.

Chair Robinson commended Director Wilson and the Strategic Planning group for the condensed timeline.

5.A.7. Human Resources

AVPHR Christine Schaefer expanded upon the report provided in the packet.

No questions.

5.A.8. Construction Report

A written report was provided in the packet.

No questions.

5.A.9. Enterprise Resource Planning (ERP) Implementation Update

Project Manager Colleen Marsh addressed the Board with an update.

Ms. Laughter asked if a merit-based raise program was something that could be built into the Anthology system. Ms. Laughter also asked if there will be some way to track students who have spoken with advisors and expressed interest in attending NPC. Ms. Marsh stated that performance management would be a part of the new system and lead by HR. Ms. Marsh continued that ERP was working on tracking potential students and would appreciate testers to assist in helping refine some of these features.

5.A.10. Arizona Association of Community College Trustees (AACCT)

Chair Robinson gave an overview of his attendance at the All Trustee meeting which took place on April 24 in Phoenix.

5.B. Whitepaper on Student Trustee

President Hazelbaker expanded upon a report provided in the packet.

No questions.

5.C. Office of Institutional Effectiveness Update

Director Judy Yip-Reyes expanded upon a report provided in the packet.

No questions.

Agenda Item 6: President's Summary of Current Events

President Hazelbaker addressed the Board and expanded upon the President's Summary of Current Events.

No questions.

Agenda Item 7: Consent Agenda

- A. April 16, 2024 Board Meeting Minutes** (Farah Bughio)
- B. April 30, 2024 Special Board Meeting Minutes** (Farah Bughio)
- C. May 8, 2024 Special Board Meeting Minutes** (Farah Bughio)
- D. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and Kayenta Unified School District NO. 27.
- E. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and Holbrook Unified School District NO. 3.
- F. 2024-27 Dual Enrollment Intergovernmental Agreement** between Navajo County Community College District and Holbrook Unified School District NO. 3.
- G. 2024-27 Intergovernmental Agreement** between Navajo County Community College District and Northern Arizona Vocational Institute of Technology.
- H. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and Whiteriver Unified School District NO.20.
- I. 2024-27 Dual Enrollment Intergovernmental Agreement** between Navajo County Community College District and Whiteriver Unified School District NO.20.
- J. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and St. Johns Unified School District NO. 1.

- K. 2024-27 Dual Enrollment Intergovernmental Agreement** between Navajo County Community College District and St. Johns Unified School District NO. 1.
- L. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and Heber-Overgaard Unified School District NO.6.
- M. 2024-27 Dual Enrollment Intergovernmental Agreement** between Navajo County Community College District and Heber-Overgaard Unified School District NO.6.
- N. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and Hopi JR/SR High School.
- O. 2024-27 Dual Enrollment Intergovernmental Agreement** between Navajo County Community College District and Hopi JR/SR High School.
- P. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and Window Rock Unified School District NO.8.
- Q. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and Red Mesa Unified School District NO. 27.
- R. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and Sanders Unified School District NO. 18.
- S. Resolution to Navajo County Election Services to Conduct Special Election**
- T. 2024-27 Dual Enrollment Intergovernmental Agreement** between Navajo County Community College District and Snowflake Unified School District NO.5.
- U. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and Snowflake Unified School District NO.5.
- V. 2024-27 Dual Enrollment Intergovernmental Agreement** between Navajo County Community College District and Show Low Unified School District NO.10.
- W. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and Show Low Unified School District NO.10.

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

Agenda Item 8: For Discussion and Possible Action

8.A. Old Business

None.

8.B. New Business

8.B.1. Request to Accept Funds from OEO Grant

Workforce and Economic Development Officer Rich Chanick requested the Board accept funds from the Arizona Office of Economic Opportunity (OEO) Quality Jobs Grant.

Ms. Sekayumptewa stepped out briefly.

Mr. Lucero made a motion to accept funds from the OEO Grant. Mr. Leslie seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter and Chair Robinson voting in favor. There were no votes against.

8.B.2. Request to Approve the Purchase of Fire Training Equipment

Dean Jeremy Raisor requested the Board approve the purchase of fire training equipment.

Ms. Sekayumptewa returned.

Chair Robinson asked if this was a sole vendor or state contract. Dean Raisor replied that this and all other requests he would be making were state contracts.

*Mr. Lucero made a motion to purchase the fire training equipment utilizing funds from the OEO grant. Ms. Sekayumptewa seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.***

8.B.3. Request to Approve the Purchase of CDL Training Equipment

Dean Jeremy Raisor requested the Board approve the purchase of CDL training equipment.

*Mr. Lucero made a motion to purchase the CDL training equipment utilizing funds from the OEO grant. Ms. Sekayumptewa seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.***

8.B.4. Request to Approve the Purchase of CDL Truck Simulator

Dean Jeremy Raisor requested the Board approve the purchase of CDL training equipment.

*Mr. Lucero made a motion to purchase a CDL Truck Simulator utilizing funds from the OEO grant. Ms. Sekayumptewa seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.***

8.B.5. Request to Approve the Purchase of Welding Equipment

Dean Jeremy Raisor the Board approve the purchase of welding equipment.

*Mr. Lucero made a motion to purchase welding equipment utilizing funds from the OEO grant. Ms. Sekayumptewa seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.***

8.B.6. Request to Approve the Purchase of HVAC Trainer

Dean Jeremy Raisor requested the Board approve the purchase of HVAC training equipment.

Mr. Lucero asked for clarification on why ITT needed an HVAC trainer if ITT was computers. Dean Raisor clarified that this was an automated trainer.

Mr. Lucero made a motion to purchase HVAC trainer. Ms. Sekayumptewa seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.

8.B.7. Request to Approve City of St Johns Lease Renewal

AVPHR Christine Schaefer requested the Board approve the renewal of a lease with the City of St. John.

Mr. Lucero asked if this lease was for the year or four years. President Hazelbaker responded that the lease was for four years.

Chair Robinson asked for clarification on what program would be housed in the building. President Hazelbaker responded that it is cosmetology & welding.

Ms. Laughter asked what the college received from Apache county for providing college courses. President Hazelbaker responded that Dr. Solomonson would give a broader report on this issue but essentially NPC pays this lease and will be refunded by Apache county through the new IGA. Mr. Lucero further clarified that the college would initially pay the lease which would be reimbursed by Apache county. President Hazelbaker responded yes.

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

8.B.8. Request to Approve Board Member Travel

Farah Bughio, Recording Secretary to the Board, requested the Board approve travel to the annual ACCT Leadership Congress in October 2024 for Board members Sekayumptewa, Leslie, Laughter and Chair Robinson.

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

8.B.9. Request to Approve Board Member Travel

Farah Bughio, Recording Secretary to the Board, requested the Board approve travel to the annual Governance Leadership Institute Conference in August 2024 for Board member Sekayumptewa.

Mr. Leslie made a motion to approve Board member travel. Mr. Lucero seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, and Chair Robinson voting in favor. Ms. Sekayumptewa abstained. There were no votes against.

8.B.10. Presidential Search Committee

Chair Robinson asked the Board to approve the Presidential Search Committee.

Ms. Sekayumptewa nominated Chair Robinson to be the Board representative on the search committee.

Ms. Laughter stated that she had asked Marsha Greyeyes to be on the committee.

Ms. Sekayumptewa added George Joe to the list of committee members as well.

Ms. Laughter expressed that she had requested a member from an NPC center. Chair Robinson responded that he had asked the Hopi center manager to serve on the committee and she declined. VPAS Ellison stated that Tamara Osborne was located at a center. President Hazelbaker added that so was Ryan Jones. Chair Robinson added that Tamara Osborne was a center manager. Ms. Laughter asked which center. Chair Robinson responded Springerville. Ms. Laughter expressed that she wanted a center representative from Navajo county. President Hazelbaker stated that due to a staffing shortage this request was difficult to meet and that once staffing shortages are addressed perhaps this request can be met. Ms. Laughter expressed that she was disappointed. Chair Robinson clarified how names were chosen. Ms. Laughter clarified that she was not upset with the Board, rather the center managers for not stepping up in their leadership roles. There was discussion of the Hopi center manager and her responsibilities making it difficult to serve on this committee.

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

8.B.11. Presidential Compensation Range

The Board discussed the Presidential compensation range.

Mr. Leslie left the meeting.

Mr. Lucero expressed concern over the types of colleges that were being used for comparison in Presidential compensation. A discussion ensued. This decision was tabled upon a further report from AVPHR Schaefer using the same institutions used in the compensation study.

Ms. Laughter expressed that she believed that compensation needed to be increased in order to be competitive in keeping a President.

Mr. Lucero made a motion to table this decision until the June 18 DGB meeting. Ms. Laughter seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.

8.B.12. Executive Session 1

The Board voted to enter Executive Session 1 to discuss President Hazelbaker's evaluation and exit interview.

Mr. Lucero made a motion to enter Executive Session 1. Ms. Sekayumptewa seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.

8.B.13. Action from Executive Session 1

No action was taken.

Ms. Laughter expressed that she wanted a written evaluation of President Hazelbaker. Mr. Lucero expressed that the survey sufficed as President Hazelbaker was leaving. There was some discussion about whether or not the survey was sufficient and whether future employers would require more on file regarding the President's performance. Chair Robinson suggested having a copy of the survey results placed in Dr. Hazelbaker's permanent employee file, which was done.

8.B.14. Executive Session 2

The Board voted to enter Executive Session 2 to discuss the Interim President's contract.

Mr. Lucero made a motion to enter Executive Session 2. Ms. Sekayumptewa seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.

8.B.15. Action from Executive Session 2

The Board voted to ratify the Interim President's contract.

Mr. Lucero made a motion to ratify the Interim President contract. Ms. Sekayumptewa seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.

Agenda Item 9: DGB Agenda Items and Informational Needs for Future Meetings.

Chair Robinson reviewed items for future needs.

Agenda Item 11: Board Report/Summary of Current and Upcoming Events

Chair Robinson announced the community items in the next month.

Ms. Sekayumptewa asked if members of the search committee would receive notice of their acceptance on the committee. Chair Robinson responded yes.

Agenda Item 12: Announcement of Next Regular Meeting

June 18, 2024

Agenda Item 13: Adjournment

The meeting was adjourned at 12:57 p.m. upon a motion by Mr. Lucero and a second by Ms. Sekayumptewa. The motion carried upon a roll-call vote with Ms. Sekayumptewa, Ms. Laughter, Mr. Lucero, and Chair Robinson voting in favor. Mr. Leslie had to leave the meeting before adjournment. There were no votes against.

Respectfully submitted,



Farah Bughio
Recording Secretary to the Board

Navajo County Community College District

Special Board Meeting Minutes

May 21, 2024 – 10:08a.m.

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

Governing Board Member Present: Chair Everett Robinson; Ms. Kristine Laughter; Mr. Frank Lucero; Mr. Derrick Leslie; Ms. Rosie Sekayumtewa.

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; Associate Vice President of Human Resources (AVPHR) Christine Schaefer; Director of Institutional Effectiveness Judy Yip-Reyes; Chief Information Officer Michael Jacob; Recording Secretary to the Board Farah Bughio; Norvita Charleston; Jeremy Raisor; Michael Broyles; Russell Kupfer; Nicole Ulibarri; Betsy Wilson; Katie Matott; Melody Niesen; Rebekkah Sweet; Gary Reyes; Jillian Henry; Allison Landy; Rich Chanick; Frank Pinnell; Colleen Marsh; Muriel Metcalf; Ruth Zimmerman; Celia Iguado; Sandy Caldwell; Charles DiCarlo; Tamara Osborne; Lia Keenan; Josh Rogers; Maria Jaquez; Natalie Kee; Shanna Kukla; Rebecca Hunt; Erin Pugh; Amanda Sutter; Kristina Jensen; Tribune; Tabitha Stickel

Agenda Item 1: Call to Order

Chair Robinson called the meeting to order at 10:08 a.m.

Agenda Item 2: Request to Approve 2024-25 Proposed Tax Rate & Levy

VPAS Ellison reviewed the Request to Approve the 2024-2025 Proposed Tax Rate and Levy.

Ms. Laughter asked for clarification on how much funding was received from property taxes in Navajo County. VPAS Ellison confirmed the amount.

Ms. Laughter asked for clarification on how much funding was received from equalization aid. VPAS Ellison confirmed the amount. Ms. Laughter added that those living on the Navajo Nation did not pay property tax and asked if that is why NPC received equalization aid. VPAS Ellison responded that equalization aid was based on property tax values and that Navajo County has some of the lowest values in the state.

*Ms. Laughter moved to set the 2024-2025 primary property tax rate at 1.7707, generating a tax levy of \$18,340,750 as presented. The motion was seconded by Mr. Leslie. **The vote carried upon a roll-call vote, with affirmative votes from Mr. Lucero, Chair Robinson, Mr. Leslie, Ms. Laughter and Ms. Sekayumtewa. There were no votes against.***

Agenda Item 3: Request to Approve 2024-2025 Budget

VPAS Ellison reviewed the proposed 2024-2025 budget.

No questions.

*Mr. Leslie moved to approve the proposed 2024-2025 budget as presented. The motion was seconded by Ms. Laughter. **The vote carried upon a roll-call vote, with affirmative votes from Ms. Sekayumtewa, Mr. Lucero, Chair Robinson, Mr. Leslie, and Ms. Laughter. There were no votes against.***

Agenda Item 4: Request to Adopt 2025-2027 Proposed Capital Budget

VPAS Ellison reviewed the 2025-2027 capital budget proposal.

No questions.

*Ms. Laughter moved to approve the proposed 2025-2027 Capital Budget as presented. The motion was seconded by Ms. Sekayumtewa. **The vote carried upon a roll-call vote, with affirmative votes from Ms. Sekayumtewa, Mr. Lucero, Chair Robinson, Mr. Leslie and Ms. Laughter. There were no votes against.***

Agenda Item 5: Adjournment

The meeting was adjourned at 10:16 a.m. upon a motion by Mr. Lucero and a second by Ms. Sekayumtewa. The motion carried upon a roll-call vote with Ms. Sekayumtewa, Mr. Lucero, Chair Robinson, Mr. Leslie, and Ms. Laughter voting in favor. There were no votes against.

Respectfully submitted,



Farah Bughio
Recording Secretary to the Board

Navajo County Community College District Truth in Taxation Public Hearing Minutes

May 21, 2024 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Chair Everett Robinson; Ms. Kristine Laughter; Mr. Frank Lucero; Mr. Derrick Leslie.

Governing Board Member Absent: Ms. Rosie Sekayumtewa

Others Present: President Chato Hazelbaker; Vice President for Learning and Student Services (VPLSS) Mike Solomonson; Vice President for Administrative Services (VPAS) Maderia Ellison; Associate Vice President of Human Resources (AVPHR) Christine Schaefer; Director of Institutional Effectiveness Judy Yip-Reyes; Chief Information Officer Michael Jacob; Recording Secretary to the Board Farah Bughio; Norvita Charleston; Jeremy Raisor; Michael Broyles; Russell Kupfer; Nicole Ulibarri; Betsy Wilson; Katie Matott; Melody Niesen; Rebeccah Sweet; Gary Reyes; Jillian Henry; Allison Landy; Rich Chanick; Frank Pinnell; Colleen Marsh; Muriel Metcalf; Ruth Zimmerman; Celia Iguado; Sandy Caldwell; Charles DiCarlo; Tamara Osborne; Lia Keenan; Josh Rogers; Maria Jaquez; Natalie Kee; Shanna Kukla; Rebecca Hunt; Erin Pugh; Amanda Sutter; Kristina Jensen; Tribune; Tabitha Stickel

Agenda Item 1: Call to Order

Chair Robinson called the meeting to order at 10:01 a.m.

Agenda Item 2: Public Hearing - Truth in Taxation Publications

VPAS Ellison addressed the Board and stated the college was following Arizona statutes by notifying property taxpayers of its intention to raise primary property taxes and holding a Truth in Taxation Hearing.

No questions.

Agenda Item 3: Public Hearing for Truth in Taxation

VPAS Ellison reviewed the Proposed 2024-2025 Primary Property Tax Rate and Levy with the Board.

No questions.

Agenda Item 4: Call for Public Comment

None.

Agenda Item 5: Adjournment

The meeting was adjourned at 10:06 a.m. upon a motion by Mr. Lucero, a second by Ms. Laughter. The motion carried upon a roll-call vote with Mr. Lucero, Chair Robinson, Mr. Leslie, and Ms. Laughter voting in favor. There were no votes against.

Respectfully submitted,



Farah Bughio
Recording Secretary to the Board

DRAFT

Navajo County Community College District 2023-2024 Proposed Budget Public Hearing Minutes

May 21, 2024 – 10:06 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Chair Everett Robinson; Ms. Kristine Laughter; Mr. Frank Lucero; Mr. Derrick Leslie; Ms. Rosie Sekayumtewa (joined at 10:07 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; Associate Vice President of Human Resources (AVPHR) Christine Schaefer; Director of Institutional Effectiveness Judy Yip-Reyes; Chief Information Officer Michael Jacob; Recording Secretary to the Board Farah Bughio; Norvita Charleston; Jeremy Raisor; Michael Broyles; Russell Kupfer; Nicole Ulibarri; Betsy Wilson; Katie Matott; Melody Niesen; Rebecca Sweet; Gary Reyes; Jillian Henry; Allison Landy; Rich Chanick; Frank Pinnell; Colleen Marsh; Muriel Metcalf; Ruth Zimmerman; Celia Iguado; Sandy Caldwell; Charles DiCarlo; Tamara Osborne; Lia Keenan; Josh Rogers; Maria Jaquez; Natalie Kee; Shanna Kukla; Rebecca Hunt; Erin Pugh; Amanda Sutter; Kristina Jensen; Tribune; Tabitha Stickel

Agenda Item 1: Call to Order

Chair Robinson called the meeting to order at 10:06 a.m.

Agenda Item 2: Presentation of Proposed 2024-2025 Budget

VPAS Ellison addressed the Board and presented the Proposed 2024-2025 Budget.

No questions.

Agenda Item 3: Call for Public Comment

None.

Agenda Item 4: Adjournment

The meeting was adjourned at 10:08 a.m. upon a motion by Mr. Lucero, a second by Ms. Laughter. The motion carried upon a roll-call vote with Mr. Lucero, Chair Robinson, Mr. Leslie, and Ms. Laughter voting in favor. There were no votes against.

Respectfully submitted,



Farah Bughio

Recording Secretary to the Board

DRAFT

RESOLUTION NO. 5

A RESOLUTION OF THE NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2025 ANNUAL BUDGETED EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

RECITALS:

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual budgeted expenditure limitation report (ABELR) on the governing body's behalf; and

WHEREAS, the Navajo County Community College District Governing Board desires to designate Maderia Ellison, as the College's Chief Fiscal Officer.

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the ABELR.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED BY THE NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Maderia Ellison is hereby designated as the College's Chief Fiscal Officer for purposes of officially submitting the fiscal year 2025 ABELR to the Arizona Auditor General on the governing body's behalf.

PASSED AND ADOPTED by the Navajo County Community College District Governing Board, this 18th day of June, 2024 .

Approved as to form:

Click or tap here to enter text., Chairman

Click or tap here to enter text., College Legal Counsel

**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), § 15-701.01(F), 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, 2027.

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.

5.6 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:

ANT102 • Cultural Anthropology 3 credits
ART 101 • Understanding Art 3 credits
ECN 211 • Principles of Macroeconomics 3 credits
ENL 101 • College Composition I 3 credits
ENL 102 • College Composition II 3 credits
FDV 115 • Intro to Graphic Communication Technology 3 credits
FDV 116 • Computer Photographic Imaging 3 credits
FDV 220 • Film Aesthetics 3 credits
GEO 110 • World Regional Geography 3 credits
HIS 105 • U.S. History to 1877 3 credits
HIS 106 • U.S. History since 1877 3 credits
HIS 110 • Southwestern History 3 credits
HUM 150 • Humanities in the Western World I 3 credits
HUM 151 • Humanities in the Western World II 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
PHL 150 • Comparative World Religions 3 credits

PSY 101 • Intro to Psychology 3 credits
PSY 240 • Developmental Psychology 3 credits
SOC 101 • Introduction to Sociology 3 credits
SPA 101 • Elementary Spanish I 4 credits
SPA 102 • Elementary Spanish II 4 credits
SPT 156 • History of Television 3 credits

6.6 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:

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

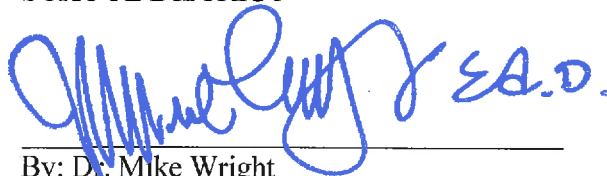
If to School District:

Dr. Mike Wright, Superintendent
Blue Ridge Unified School District No. 32
1200 W. White Mountain Blvd.
Lakeside, AZ 85929

COLLEGE

SCHOOL DISTRICT

By: Dr. Chato Hazelbaker
Title: President


By: Dr. Mike Wright
Title: Superintendent

Date

03/15/2024
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:


By: David K. Paivole
Title: Attorney

Counsel for Blue Ridge Unified School
District No.32

Date: 3/15/2024

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).

ANT102 • Cultural Anthropology 3 credits
ART 101 • Understanding Art 3 credits
ECN 211 • Principles of Macroeconomics 3 credits
ENL 101 • College Composition I 3 credits
ENL 102 • College Composition II 3 credits
FDV 115 • Intro to Graphic Communication Technology 3 credits
FDV 116 • Computer Photographic Imaging 3 credits
FDV 220 • Film Aesthetics 3 credits
GEO 110 • World Regional Geography 3 credits
HIS 105 • U.S. History to 1877 3 credits
HIS 106 • U.S. History since 1877 3 credits
HIS 110 • Southwestern History 3 credits
HUM 150 • Humanities in the Western World I 3 credits
HUM 151 • Humanities in the Western World II 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
PHL 150 • Comparative World Religions 3 credits
PSY 101 • Intro to Psychology 3 credits
PSY 240 • Developmental Psychology 3 credits
SOC 101 • Introduction to Sociology 3 credits
SPA 101 • Elementary Spanish I 4 credits
SPA 102 • Elementary Spanish II 4 credits
SPT 156 • History of Television 3 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 Seventy-three Dollars (\$ 73) per credit hour for each in-county/in-state student; tuition is Ninety-one Dollars (\$ 91) 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)

\$ 1,512,300

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”).

B. The term of this Agreement shall be from the Effective Date through June 30, 2027 (“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 as needed 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 the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. Under the ADA and Section 504, subpart E, College is responsible for providing appropriate academic accommodations for those students that self-identify in Dual Enrollment classes; 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 relevant personnel in the area of compliance with the ADA and the Rehabilitation Act of 1973, Subpart E, as amended, and the College's process for student requests for accommodations, as the Acts specifically relate to College classes.

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, subpart D, 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 for Dual Enrollment Courses. 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; provided, however, that any supplementary aids, services, or accommodations in a IEP or Section 504 Plan implemented in a Dual Enrollment Course shall be permitted as allowed under the College's accreditation guidelines as determined by the College. 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 as needed 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 as needed 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 as needed 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:
Dr. Mike Wright, Superintendent
Blue Ridge Unified School District No.32
1200 W. White Mountain Blvd.
Lakeside, AZ 85929

COLLEGE

By: Chato Hazelbaker
Title: President

Date

SCHOOL DISTRICT



By: Dr. Mike Wright
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.

By: Kristin Mackin
Title: Attorney, Sims Mackin
Counsel for Navajo County Community
College District
Dated: _____



By: David K. Pauole
Title: Attorney
Counsel for Blue Ridge Unified School
District No.32
Dated: 3/15/2024

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.

WMC	BRCO	ENL101	College Composition I	Brian Kanouse	3
WMC	BRCO	ENL102	College Composition II	Brian Kanouse	3
WMC	BRCO	ENL101	College Composition I	Kevin Jones	3
WMC	BRCO	ENL102	College Composition II	Kevin Jones	3
WMC	BRCO	HIS101	World History PreHistory	Mark Vest	3
WMC	BRCO	HIS102	World History 1450 C	Mark Vest	3
WMC	BRCO	HIS105	US History to 1877	Mark Vest	3
WMC	BRCO	HIS106	US History since 1877	Mark Vest	3
WMC	BRCO	POS110	United States Government	Mark Vest	3
WMC	BRCO	MAT142	College Math Contemporary	Rebecca Woods	3
WMC	BRCO	MAT189	PreCalculus Alegebra/Trig	Rebecca Woods	3
WMC	BRCO	MAT221	Calculus I	Rebecca Woods	4
WMC	BRCO	MAT231	Calculus II	Rebecca Woods	4
WMC	BRCO	FDV115	Intro to Graohic Comm	David Petersen	3
WMC	BRCO	FDV116	Computer Photographic Ima	David Petersen	3
WMC	BRCO	FDV118	Two-Dimensional Comp Des	David Petersen	3
WMC	BRCO	FDV119	Digital Page Layout and Des	David Petersen	3
WMC	BRCO	BUS100	Intro to Business	Bridgette Blake	3
WMC	BRCO	BUS106	Personal Finance	Bridgette Blake	3
WMC	BRCO	CON102	Intro to Construction	James Rice	3
WMC	BRCO	CON121	Cabinetmaking I	James Rice	3
WMC	BRCO	CON221	Cabinetmaking II	James Rice	3
WMC	BRCO	CON222	Cabinetmaking III	James Rice	3
WMC	BRCO	INA103	Furnituremaking I	James Rice	3
WMC	BRCO	INA105	Woodworking I	James Rice	3
WMC	BRCO	INA106	Woodworking II	James Rice	3
WMC	BRCO	INA205	Woodworking III	James Rice	3
WMC	BRCO	HPE112	Intro to Sports Medicine	Colton Merrill	3
WMC	BRCO	HPE113	Founda Strength & Cond	Colton Merrill	3
WMC	BRCO	HPE116	Intro to Exer Science & P Ed	Colton Merrill	3
WMC	BRCO	HPE120	Sports Performance Train	Colton Merrill	3
WMC	BRCO	HPE146	Personal Training	Colton Merrill	3
WMC	BRCO	HPE157	Kinetic Anatomy	Colton Merrill	3

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.

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:

College in-county/in-state tuition is Seventy-three Dollars (\$73) per credit hour for each in-county/in-state student; out-of-county/in-state tuition is Ninety-one Dollars (\$ 91) per credit hour for each out-of-County, in-student; and Four Hundred ten Dollars (\$410) per credit hour for each student, and 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 <u>X</u> _____
2. Media Fee	District _____	Student <u>X</u> _____
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, and applicable course fees, including all courses available for concurrent enrollment, bringing tuition to \$0 credit hour for in-state tuition.

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)

\$ 1,512,300

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
JOSEPH CITY UNIFIED SCHOOL DISTRICT NO.2**

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

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

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

B. The term of this Agreement shall be from the Effective Date through **June 30, 2027** (“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 as needed 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 the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. Under the ADA and Section 504, subpart E, College is responsible for providing appropriate academic accommodations for those students that self-identify in Dual Enrollment classes; 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 relevant personnel in the area of compliance with the ADA and the Rehabilitation Act of 1973, Subpart E, as amended, and the College's process for student requests for accommodations, as the Acts specifically relate to College classes.

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, subpart D, 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 for Dual Enrollment Courses. 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; provided, however, that any supplementary aids, services, or accommodations in a IEP or Section 504 Plan implemented in a Dual Enrollment Course shall be permitted as allowed under the College's accreditation guidelines as determined by the College. 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 as needed 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 as needed 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 as needed 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

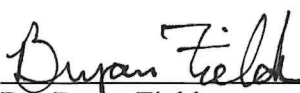
If to School District:
Bryan Fields, Superintendent
Joseph City Unified School District No.2
P.O. Box 8
Joseph City, AZ 86032

COLLEGE

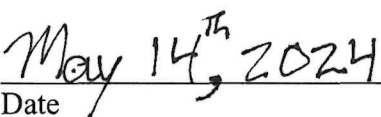
By: Chato Hazelbaker
Title: President

Date

SCHOOL DISTRICT



By: Bryan Fields
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.

By: Kristin Mackin
Title: Attorney, Sims Mackin
Counsel for Navajo County Community
College District
Dated: _____



By: NATHAN SCHULT
Title: ATTORNEY, GUST ROSENFELD
Counsel for Joseph City Unified School
District No.2
Dated: 5/14/2024

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.

PDC	JCCO	ENL101	College Composition I	Laurie Bowler	3
PDC	JCCO	ENL102	College Composition II	Laurie Bowler	3

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.

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:

College in-county/in-state tuition is Seventy-three Dollars (\$73) per credit hour for each in-county/in-state student; out-of-county/in-state tuition is Ninety-one Dollars (\$ 91) per credit hour for each out-of-County, in-student; and Four Hundred ten Dollars (\$410) per credit hour for each student, and 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 <u>X</u> _____
2. Media Fee	District _____	Student <u>X</u> _____
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, and applicable course fees, including all courses available for concurrent enrollment, bringing tuition to \$0 credit hour for in-state tuition.

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)

\$ 1,512,300

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
JOSEPH CITY UNIFIED SCHOOL DISTRICT NO.2**

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

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 11-952, § 15-342(13), § 15-701.01(F), 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, 2027.

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.

5.6 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:

ANT102 • Cultural Anthropology 3 credits
ART 101 • Understanding Art 3 credits
ECN 211 • Principles of Macroeconomics 3 credits
ENL 101 • College Composition I 3 credits
ENL 102 • College Composition II 3 credits
FDV 115 • Intro to Graphic Communication Technology 3 credits
FDV 116 • Computer Photographic Imaging 3 credits
FDV 220 • Film Aesthetics 3 credits
GEO 110 • World Regional Geography 3 credits
HIS 105 • U.S. History to 1877 3 credits
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HUM 150 • Humanities in the Western World I 3 credits
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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
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PSY 101 • Intro to Psychology 3 credits
PSY 240 • Developmental Psychology 3 credits
SOC 101 • Introduction to Sociology 3 credits
SPA 101 • Elementary Spanish I 4 credits
SPA 102 • Elementary Spanish II 4 credits
SPT 156 • History of Television 3 credits

6.6 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:

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

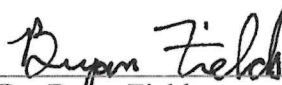
If to School District:

Bryan Fields, Superintendent
Joseph City Unified School District No.2
P.O. Box 8
Joseph City, AZ 86032

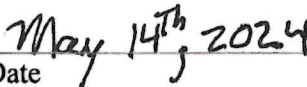
COLLEGE

SCHOOL DISTRICT

By: Dr. Chato Hazelbaker
Title: President


By: Bryan Fields
Title: Superintendent

Date


Date

REVIEWED AND APPROVED AS TO FORM

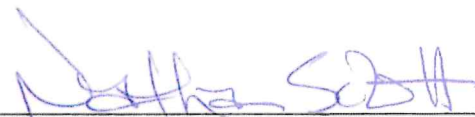
Pursuant to A.R.S. §11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.

By: Kristin Mackin

Title: Attorney, Sims Mackin

Counsel for Navajo County Community
College District

Date:


By: NATHAN SCOTT

Title: ATTORNEY, GUST ROSENFIELD

Counsel for Joseph City Unified School
District No.2

Date: 5/14/2024

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).

ANT102 • Cultural Anthropology 3 credits
ART 101 • Understanding Art 3 credits
ECN 211 • Principles of Macroeconomics 3 credits
ENL 101 • College Composition I 3 credits
ENL 102 • College Composition II 3 credits
FDV 115 • Intro to Graphic Communication Technology 3 credits
FDV 116 • Computer Photographic Imaging 3 credits
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SOC 101 • Introduction to Sociology 3 credits
SPA 101 • Elementary Spanish I 4 credits
SPA 102 • Elementary Spanish II 4 credits
SPT 156 • History of Television 3 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 Seventy-three Dollars (\$ 73) per credit hour for each in-county/in-state student; tuition is Ninety-one Dollars (\$ 91) per credit hour for each out-of-county/ in-state student; and Four hundred ten Dollars (\$ 410) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status. Payment is due to the college prior to FTSE date each semester.

ADDITIONAL FEES AND/OR COSTS:

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

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

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

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

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

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

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

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

5. FINANCIAL AID

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

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

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

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

N/A

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

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$ 1,512,300

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

**CONCURRENT ENROLLMENT AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
EDKEY, INC.—SEQUOIA VILLAGE SCHOOL**

This Concurrent Enrollment Agreement (“Agreement”) is entered into between Navajo County Community College District (dba Northland Pioneer College; “College”), and Edkey, Inc.—Sequoia Village School, a public charter school (“School”) (collectively “Parties”).

BACKGROUND

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

2. DEFINITION

Courses offered under this agreement 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 School and College governing board 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, 2027.

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 Schools/School 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 school technical staff.
- G. Shall provide training to School Site/Classroom Supervisors.
- H. Shall provide pre-session orientations for the participating School students.
- I. Shall provide for the participating School 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 School choose to participate, adult basic education and possible other instruction to community members at the School site during evening hours.
- K. Shall provide a lab aide, at College expense, for evening course work provided at the School.

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, to cover the absence of any College instructor teaching a Concurrent Enrollment Course.

4.3 Policy and Procedure

College will provide School 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 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 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 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 of any of its legal duties under applicable Federal or State law, including but not limited to School's obligations relating to child find, evaluation, and placement of students with disabilities.

5. OBLIGATIONS OF SCHOOL

- A. Shall provide classroom space, as agreed upon by the College and the School, to establish a distance education classroom. The space shall be made available and staffed in accordance with the College calendar and without regard to School 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 School 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.
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- K. Shall submit student registration forms to College prior to School students leaving for summer break.
- L. Shall provide College-identified textbooks to participating students. School may make a determination as to textbook cost recovery based on School needs.
- M. Shall identify a School 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 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 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, 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 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 and College. Pursuant to FERPA and applicable regulations, School 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 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. Students shall work with College in determining appropriate accommodations or special education services. School 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 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.

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6.2 Students

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6.3 Removal from Course

School 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 policies. College shall have the right to request School to remove a student from a Concurrent Enrollment Course.

6.4 Schedule

School 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:

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7.4 Tuition

- A. The School shall be responsible for payment of tuition to College, as specified in Exhibit B.
- B. School 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 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 for the program shall be retained by School.

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.

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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:

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

If to School:


Mark Plitzuweit, President & CEO
EdKey, Inc.—Sequoia Village School
1460 S. Horne
Mesa, AZ 85204

COLLEGE

SCHOOL

By: Dr. Chato Hazelbaker
Title: President

Date



By: ~~Mark Plitzuweit~~ J. Beth Kulish
Title: ~~President & CEO~~ Regional Director

6/3/24

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).

ANT102 • Cultural Anthropology 3 credits
ART 101 • Understanding Art 3 credits
ECN 211 • Principles of Macroeconomics 3 credits
ENL 101 • College Composition I 3 credits
ENL 102 • College Composition II 3 credits
FDV 115 • Intro to Graphic Communication Technology 3 credits
FDV 116 • Computer Photographic Imaging 3 credits
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HIS 105 • U.S. History to 1877 3 credits
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SOC 101 • Introduction to Sociology 3 credits
SPA 101 • Elementary Spanish I 4 credits
SPA 102 • Elementary Spanish II 4 credits
SPT 156 • History of Television 3 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 Seventy-three Dollars (\$ 73) per credit hour for each in-county/in-state student; tuition is Ninety-one Dollars (\$ 91) per credit hour for each out-of-county/ in-state student; and Four hundred ten Dollars (\$ 410) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status. Payment is due to the college prior to FTSE date each semester.

ADDITIONAL FEES AND/OR COSTS:

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

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

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

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

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

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

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

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

5. FINANCIAL AID

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

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

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

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

N/A

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

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$ 1,512,300

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
GANADO UNIFIED SCHOOL DISTRICT NO.20**

This Intergovernmental Agreement ("Agreement") is entered into between Navajo County Community College District (dba Northland Pioneer College; "College"), and Ganado Unified School District No.20 ("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), § 15-701.01(F), 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, 2027.

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.

5.6 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:

ANT102 • Cultural Anthropology 3 credits
ART 101 • Understanding Art 3 credits
ECN 211 • Principles of Macroeconomics 3 credits
ENL 101 • College Composition I 3 credits
ENL 102 • College Composition II 3 credits
FDV 115 • Intro to Graphic Communication Technology 3 credits
FDV 116 • Computer Photographic Imaging 3 credits
FDV 220 • Film Aesthetics 3 credits
GEO 110 • World Regional Geography 3 credits
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SOC 101 • Introduction to Sociology 3 credits
SPA 101 • Elementary Spanish I 4 credits
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6.6 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.

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11.1 Conduct of Operations

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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.

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If to College:

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

If to School District:


Leandra Thomas, Superintendent
Ganado Unified School District No.20
P.O. Box 1757
Ganado, AZ 86505

COLLEGE

By: Dr. Chato Hazelbaker
Title: President

Date

SCHOOL DISTRICT


By: Leandra Thomas
Title: Superintendent

Date

04-05-24 ✓

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:


By: NATHAN SCHOTT

Title: ATTORNEY, BURT ROSEN FELD

Counsel for Ganado Unified School
District No.20

Date: 3/18/2024

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).

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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.*

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☐ 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 Seventy-three Dollars (\$ 73) per credit hour for each in-county/in-state student; tuition is Ninety-one Dollars (\$ 91) per credit hour for each out-of-county/ in-state student; and Four hundred ten Dollars (\$ 410) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status. Payment is due to the college prior to FTSE date each semester.

ADDITIONAL FEES AND/OR COSTS:

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

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

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

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

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

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

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

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

5. FINANCIAL AID

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

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

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

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

N/A

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

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$ 1,512,300

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

\$ 0

Amount School District returned to College:

(Specify percentage or dollar amount)

\$ 0

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

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

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

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

B. The term of this Agreement shall be from the Effective Date through **June 30, 2027** (“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 as needed 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 the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. Under the ADA and Section 504, subpart E, College is responsible for providing appropriate academic accommodations for those students that self-identify in Dual Enrollment classes; 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 relevant personnel in the area of compliance with the ADA and the Rehabilitation Act of 1973, Subpart E, as amended, and the College's process for student requests for accommodations, as the Acts specifically relate to College classes.

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, subpart D, 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 for Dual Enrollment Courses. 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; provided, however, that any supplementary aids, services, or accommodations in a IEP or Section 504 Plan implemented in a Dual Enrollment Course shall be permitted as allowed under the College's accreditation guidelines as determined by the College. 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 as needed 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 as needed 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 as needed 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:

Quincy Natay, Superintendent
Chinle Unified School District No.24
P.O. Box 587
Chinle, AZ 86503

COLLEGE

By: Chato Hazelbaker
Title: President

Date

SCHOOL DISTRICT

By: Quincy Natay
Title: Superintendent

Date

Quincy Natay

6/12/2024

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
Dated: _____


By: 
Title: Amy / MWSU
Counsel for Chinle Unified School District
No.24
Dated: 5/21/24

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.

APAC	CHCO	COS142	Intro to Hair Care	Karen Mitchell	6
APAC	CHCO	COS143	Intro to Basic Skin Care	Karen Mitchell	2
APAC	CHCO	COS145	Law and Ethics Beauty Prof	Karen Mitchell	3
APAC	CHCO	COS146	Scientific Concepts I	Karen Mitchell	3
APAC	CHCO	COS231	Advanced Hair Care I	Karen Mitchell	3
APAC	CHCO	COS108	Business Skills II	Karen Mitchell	3
APAC	CHCO	COS233	Advanced Hair Care III	Karen Mitchell	3
APAC	CHCO	COS240	Prepare for Licensure	Karen Mitchell	2
APAC	CHCO	COS107	Business Skills I	Karen Mitchell	3
APAC	CHCO	COS147	Scientific Concepts II	Karen Mitchell	3
APAC	CHCO	COS232	Advanced Hair Care II	Karen Mitchell	3
APAC	CHCO	BUS100	Intro to Business	Lorraine Yazzie	3

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)*

 X 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.

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:

College in-county/in-state tuition is Seventy-three Dollars (\$73) per credit hour for each in-county/in-state student; out-of-county/in-state tuition is Ninety-one Dollars (\$ 91) per credit hour for each out-of-County, in-student; and Four Hundred ten Dollars (\$410) per credit hour for each student, and 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 <u> X </u>
2. Media Fee	District _____	Student <u> X </u>
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.

 X 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, and applicable course fees, including all courses available for concurrent enrollment, bringing tuition to \$0 credit hour for in-state tuition.

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)

\$ 1,512,300

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

FY2024 Economic Transition Resources Grant From Arizona Commerce Authority (ACA)

Recommendation:

Staff recommends that the District Governing Board accept the FY2024 Economic Transition Resources grant award in the amount of \$8,895,684 for the construction of new college facilities in Kayenta.

Summary:

The planned facility is to be constructed within 3 years of the award of the grant as specified in the attached grant request.

Entire grant application as submitted by NPC is included

Entire award letter included

Sent Via Email

Chato Hazelbaker, President
Navajo County Community College
Northern Pioneer College
1001 W Deuce of Clubs
Show Low, AZ 85901
chato.hazelbaker@npc.edu

Subject: ETR Grant Award Notice

Dear Mr. Hazelbaker,

The Arizona Commerce Authority (ACA) would like to extend appreciation to the Navajo County Community College dba Northland Pioneer College (NPC) for submitting its grant application in response to the FY2024 Economic Transition Resources (ETR) Grant.

Due to the competitive nature of the grant and the ACA's responsibility to select a project that would provide the best long-term economic benefit to the project area, applications were scored by an evaluation committee based upon criteria listed in the Request for Grant Applications (RGA) # 2024-28.

Please let this letter serve as official notification that NPC's Kayenta Education and Economic Development Center Project was selected for the ETR24 award with a grant in the amount of \$8,895,684. At this time, the ACA is drafting a grant agreement for your review.

If you have any questions regarding the specifics of the project or programmatic reporting, please contact Keith Watkins, SVP of Rural Economic Development at the ACA (keithw@azcommerce.com; 602-845-1278).

If you have any questions regarding the grant award agreement or financial reporting, please continue to utilize the procurement@azcommerce.com email address or call me at 602-845-1245.

We look forward to the launch of your project.

Regards,

Teri Orman

Teri Orman
Procurement/Grants Manager
Arizona Commerce Authority

cc: procurement@azcommerce.com; keithw@azcommerce.com

Cover Letter

Arizona Commerce Authority
100 N. 7th Avenue
Suite 400
Phoenix, AZ 8500

To the selection committee:

Please accept this package as the Northland Pioneer College (NPC) application for the FY 2024 Economic Transition Resources Grant from the Arizona Commerce Authority (ACA). NPC appreciated the opportunity to apply for this grant which would help us fulfill our long-time goal of upgrading our center in Kayenta and expanding our service to the Township of Kayenta and the Navajo Nation.

NPC's service district is one of the geographically largest in the country and covers Navajo and Apache Counties which are two of the poorest, most rural, and most diverse counties in the United States. The three tribal nations and communities we serve are being significantly impacted by planned coal plant and mine closures. Our vision at NPC is to connect students with living wage jobs and positively impact the economy of the region. I cannot think of a project that has more potential to help us achieve our vision than what is being proposed in this document.

Our Kayenta Center allows students in Kayenta to take many of the classes necessary to earn a degree. However, one significant barrier is that students currently have to travel to another campus with a science lab to complete that part of their coursework. Building a science lab in Kayenta will allow students to earn a complete degree at the center and open the door to career opportunities in the region particularly in education and health care. Additional space at the center will also allow us to meet workforce training needs such as bringing our Commercial Driver's License program to Kayenta.

I am proud of the work that NPC has done in Kayenta and see that this new building is a foundation for even greater service in the region. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chato Hazelbaker'.

Chato Hazelbaker, Ed.D
President

Table of Contents:

- A. Cover letter**
- B. General Information Form**
- C. Evidence of Non-Profit Status**
- D. Project Narrative**
- E. Project Budget**
- F. Aerial Image of Site**
- G. Letters of Support**
 - Township of Kayenta
 - Kayenta Unified School District
 - Arizona Small Business Development Center
 - Navajo County
 - Choice Wireless

6. GENERAL INFORMATION *Northland Pioneer College Kayenta Education and Economic Development Center*

The General Information Form is provided in electronic format on the following page. Applicants are required to complete all fields, print, sign in ink, and include the original signed form with their Grant Application submission.


FY2024 Economic Transition Resources (ETR) Grant General Information Form			
APPLICANT INFORMATION			
Entity Name	Navajo County Community College		
Mailing Address	1001 W Deuce of Clubs, Show Low, AZ 85901		
Website	www.NPC.edu		
Application Contact: The contact person for clarifications and communications regarding the Grant Application.			
Name	Chato Hazelbaker	Title	President
Phone Number	928-524-7420	Email	chato.hazelbaker@npc.edu
AWARD CONTACT INFORMATION ³			
Project Manager: Reviews Agreement content and starts signature process; responsible for managing project and tracking project.			
Name	Director of Facilities and Transportation	Title	Director of Facilities and Transportation
Phone Number	928-524-6198	Email	Justin.white@npc.edu
Authorized Signatory: The contact person authorized to execute the Agreement, if awarded.			
Name	Chato Hazelbaker	Title	President
Phone Number	928-524-7420	Email	chato.hazelbaker@npc.edu
Alternate Signatory: The alternate person authorized to sign on behalf of the Applicant in the absence of the principal authorized signatory named above.			
Name	Maderia Ellison	Title	Vice President for Administrative Services, CFO
Phone Number	928-532-6743	Email	maderia.ellison@npc.edu
Legal: The person responsible for legal review of the Agreement. If unknown, this must be determined prior to Agreement execution.			
Name	Kristin Mackin	Title	Attorney
Phone Number	602-772-5505	Email	kmackin@simsmackin.com
Accounting: Receives executed Agreement for funding and billing records; point of contact for questions on billing.			
Name	Donna Soseman	Title	Grant Accountant
Phone Number	928-524-7484	Email	donna.soseman@npc.edu

#	Question	YES	NO
1	Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to your business activities? <u>If YES</u> , please attach an explanation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Has the Applicant, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? <u>If YES</u> , please attach an explanation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Does the Applicant have sufficient funds to meet obligations on time under the Task Order while awaiting reimbursement from the ACA? <u>If NO</u> , please attach an explanation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five years? <u>If YES</u> , please attach an explanation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Have you or has your organization terminated any contracts, had any contracts terminated, had any liquidated damages assessed or been involved in contract lawsuits? <u>If YES</u> , please attach an explanation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you, your staff, any of your relatives, or voting members of your Board of Directors maintain any ownerships, employments, public and private affiliations or relationships which may have substantial interest (as defined in A.R.S. §38-502, Conflict of Interest) in any contract, sale, purchase, or service involving the ACA? <u>If YES</u> , please attach an explanation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Has your organization ever gone through bankruptcy? <u>If YES</u> , when? Include the State, District and case number.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

³ If unavailable at time of Grant Application, the information requested must be provided prior to a Grantee receiving the Agreement.

Northland Pioneer College Kayenta Education and Economic Development Center

PROJECT INFORMATION		
Project Name		
Brief Project Summary (Reference Section 2.4.C for information on full Project Narrative within Proposal)	Northland Pioneer College's proposed project includes building a new Kayenta Education and Economic Development Center complex, which includes two new buildings. The first building will include connected classrooms and science lab classrooms crucial to healthcare related degrees. This building will also include community space, a computer lab and add space for economic development, including NPC programs, Small Business Administration (SBA) programs, and other community economic development opportunities. The second building will include an expansion of The Kayenta Town Library, located adjacent to the existing NPC Kayenta Center.	
PROJECT BUDGET SUMMARY ⁴		
A. Total Eligible Project Costs	\$8,895,684	Enter total eligible project costs.
B. Total Ineligible Project Costs	0	Enter total ineligible project costs.
C. Total Project Costs	\$8,895,684	Enter the total of lines A and B. This total must match line G.
D. ETR Grant Funds Requested	\$8,895,684	Enter GRANT ACRONYM grant funds requested.
E. Matching Funds	0	Enter match funding. Must be at least 10% of line D.
F. Total Funding for Eligible Costs	\$8,895,684	Enter the totals of lines D and E. This total must match line A.
G. Total Other Funding for Ineligible Costs	0	Enter funding total funding that will cover ineligible project costs.
H. Total Project Funding	\$8,895,684	Enter the total of lines D, E, and F. This total must match line C.
PROJECTED PROJECT OUTCOMES (36 months after project completion)		
Number of New Jobs	1	
Average Wage	51,442.00	
New Payroll	51,422.00	
% of Employer-Provided Healthcare Costs	100%	
Capital Investment	8,895,684	

AFFIRMATION			
As the authorized representative of the Applicant, I certify under penalty of perjury that the information contained herein and attached hereto is true and correct according to the best of my knowledge and belief after a reasonable investigation of the facts.			
Authorized Representative			
Signature		Date	03/07/2024
Printed Name	Chato Hazelbaker	Title	President
Co-sponsor (if applicable)			
Signature		Date	
Printed Name		Title	


⁴ See Section 5 herein for additional budgetary requirements within Grant Application.

Navajo County Community College District d.b.a. Northland Pioneer College - Arizona
FY2024 Economic Transition Resources
Northland Pioneer College Kayenta Education and Economic Development Center

FROM :NPC BUSINESS OFFICE

FAX NO. :9285247614

Jan. 02 2008 04:46PM P2

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248226129
Dec. 13, 2007 LTR 4076C EO
86-0277524 000000 00 000
00017781
BODC: TE

NORTHLAND PIONEER COLLEGE
PO BOX 610
HOLBROOK AZ 86025-0610101

932

Federal Identification Number: 86-0277526
Person to Contact: Ms. K. Wilson
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

GOVERNMENTAL UNITS

Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)

An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

TAX-EXEMPT CHARITABLE ORGANIZATIONS

An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.

Navajo County Community College District d.b.a. Northland Pioneer College - Arizona
FY2024 Economic Transition Resources
Northland Pioneer College Kayenta Education and Economic Development Center

FROM :NPC BUSINESS OFFICE

FAX NO. :9285247614

Jan. 02 2008 04:47PM P3

0248226129
Dec. 13, 2007 LTR 4076C E0
86-0277526 000000 00 000
00017782

NORTHLAND PIONEER COLLEGE
PO BOX 610
HOLBROOK AZ 86025-0610101

Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(3) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes want assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grantors and contributors may rely on the status of governmental units based on State or local law. Form 1023 and Publication 4220, Applying for 501(c)(3) Tax-Exempt Status, are available online at www.irs.gov/eo.

We hope this general information will be of assistance to you. This letter, however, does not determine that you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007-1 I.R.B. 1 (updated annually).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I



STATE BOARD OF DIRECTORS FOR COMMUNITY COLLEGES OF ARIZONA

3225 N. CENTRAL AVENUE, SUITE 1220 PHOENIX, ARIZONA 85012-2411
TEL (602) 255-4037 FAX (602) 279-3464

October 14, 1999

Dr. Gary Passer, President
P.O. Box 610
Holbrook, Arizona 86025-0610

Dear Dr. Passer:

Subject: Formation of Navajo County Community College District-
Legislative Session of 1973

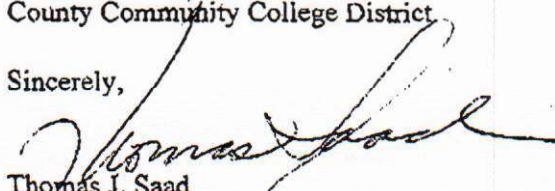
In response to your inquiry concerning the formation of Navajo County Community College District, the State of Arizona does not issue a "charter". In fact, the process is much less formal.

In February of 1972, the State Board of Directors for Community Colleges, accepted the petitions of Navajo County citizens to call for an election, which authorized the Board of Supervisors to schedule a county-wide election for purposes of forming the Navajo County Community College District. On September 12, 1972, the voters of Navajo County approved the formation of the district.

Pursuant to A.R.S. 15-1405, on January 15, 1973, the State Board transmitted a plan to the legislature for formation and establishment of the district. The legislature accepted the recommendation of the state board and its plan for formation of the district, as evidenced by the annual appropriation of monies to the district, from the State General Fund for operating and capital outlay purposes, dating to July 1, 1973. There is no other formal document or expression of legislative approval, other than the annual appropriation. This is true for all districts within Arizona's system of community colleges.

I hope this statement of historical facts will be sufficient to document the creation of the Navajo County Community College District.

Sincerely,


Thomas J. Saad
Associate Executive Director
Business/Financial Services

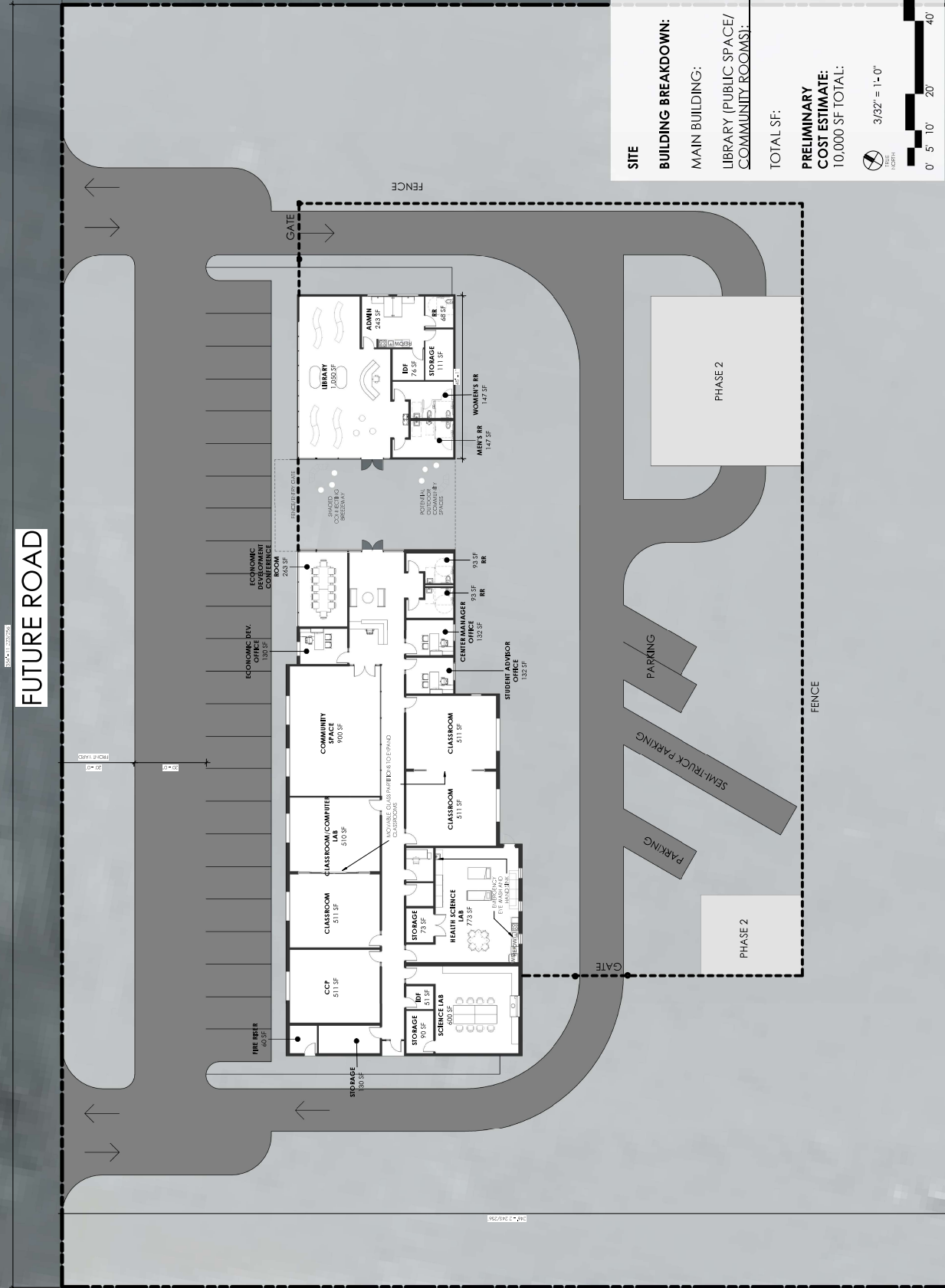
D. Project Narrative: Project Description and Timeline

A. Nature of the Project

Navajo County Community College District, hereafter Northland Pioneer College (NPC), has served students in Kayenta, Arizona, on the Navajo Nation, at the Kayenta Center for more than 25 years. Recently, NPC has expanded economic development efforts in the area, particularly in response to the closures of the Black Mesa and Peabody Kayenta Coal Mines, by helping small businesses, entrepreneurs, and other organizations involved in economic development. Our efforts have had a positive impact on the region. A new Northland Pioneer College Education and Economic Development Center in Kayenta, to be funded through the Economic Transition Resources Grant from the Arizona Commerce Authority, will build on this foundation of success and help the Kayenta Township and surrounding communities adapt to their changing workforce and educational needs. The new center will provide space that will strengthen existing economic partnerships with organizations such as the Dine Chamber of Commerce and the Navajo Nation Regional Business Development Office by allowing a shared meeting space.

NPC's proposed project includes building a new Kayenta Education and Economic Development Center complex, which includes two new buildings to be constructed using the grant funds (described under Part D). One of the new buildings would replace the existing Northland Pioneer College Center in Kayenta Township, which NPC currently leases. This leased facility is an aging modular building, that cannot be remodeled or expanded. The classroom building in the new NPC Kayenta Education and Economic Development Center complex (hereafter, Kayenta Center) will include the addition of lab spaces for healthcare and the sciences. It would also add space for economic development, including NPC programs, Small Business Administration (SBA) programs, and other community economic development opportunities. The Kayenta Town Library, located adjacent to the existing NPC Kayenta Center, will constitute the second building within the new Kayenta Center complex. Separate entrances to the library will allow for more hours of access to the services provided by the library, an added benefit to area residents. These two buildings are phase 1 of the project, and we will continue to seek funding to complete phase 2 which would include additional buildings in the Kayenta Center complex including a Flexible Industrial Arts Lab and a small college housing unit.

This project is well qualified for the grant as a Capital Project and is also aligned with Economic Sustainability Development. We have also included renewable energy as a key feature of our building, and there is a significant broadband element to the project, enabling the new center to provide public internet access.



2024-11-20-25
 FUTURE ROAD

ROAD TO HOSPITAL LN

SITE	46,000 SF x \$25 SF = \$1.15M
BUILDING BREAKDOWN:	
MAIN BUILDING:	+/-8,150 SF x \$600 SF = \$4.9M
LIBRARY (PUBLIC SPACE/ COMMUNITY ROOMS):	+/-1,800 SF x \$600 SF = \$1.08M
TOTAL SF:	+/- 10,000 SF
PRELIMINARY COST ESTIMATE:	
10,000 SF TOTAL:	\$ 7.13M



B. Anticipated Economic and Community Benefit

A new facility in Kayenta will benefit the Kayenta Township and the entire Navajo Nation. Diné College lies 2.5 hours to the east, and Northern Arizona University is 3.5 hours to the west. These drive times are not feasible for daily commuting to class or to access services. With the expansion of the facilities in Kayenta, NPC could create and provide services in the heart of the Navajo Nation.

The broader community would benefit from the educational services in specific ways. Currently, students are not able to earn a full associate degree at the existing Kayenta Center because of the lack of science lab space. Adding lab space in the new building will allow us to provide complete associate degrees in some disciplines at the Kayenta Center through online, connected classroom, and in-person educational experiences. The addition of the labs will also ensure that students are prepared for programs like nursing which requires the in-person science lab as a pre-requisite.

The students who attend college classes in this facility are not just those considered ‘traditional’ college students. NPC has always served non-traditional, adult students, who can reap the benefits of learning new skills, or re-tooling for a more fulfilling career. In our discussion with businesses and organizations in Kayenta, we have learned that there are many jobs which are going unfilled due to the lack of trained and qualified workers. For instance, the Kayenta Indian Health Service facility reported that they typically have more than 50 job openings at any given time, and with the new center we could help prepare students for a number of those openings, including medical assisting, information technology, phlebotomy, and more. Another program that students will have access to at the center is our new Bachelor’s Degree in Early Childhood Education and other new bachelor’s degree programs intended to help train teachers and fill critical worker shortages in schools throughout the region. With the new, improved center, we can train individuals who already live in the region to fill roles in their local school districts. This model is currently working successfully in other parts of the college district.

Over the past three years, NPC has made a concerted effort to become a hub for economic development activity, bringing together many different organizations and groups to create shared solutions to boost economic development in northeastern Arizona. Building on our positive relationship with Kayenta Township and several non-governmental organizations in the area, the new Economic Development space will be used for community meetings, and as a place where the NPC Small Business Development Center can work more closely with local business and industry.

Currently, the existing NPC Kayenta Center provides many community benefits beyond education. The center is open as a hub for people who need computer access, from applying for

benefits to completing coursework at other colleges. NPC is the primary organization serving the Township with access to technology and higher education services. NPC is therefore providing this space and access to a large remote region for free. As documented in our support letters and confirmed by Kayenta Township officials, there is broadband access currently at the industrial park where the proposed Kayenta Center will be built. NPC had included in the project wireless access points throughout the site so that individuals can both use the computers in the center and connect wirelessly to the internet from public spaces.

The benefits of funding this project could dramatically exceed the direct results reported above on page 4. Kayenta is uniquely positioned geographically to take advantage of the millions of visitors each year to Monument Valley. Kayenta's employment and economic development could explode as the 'Gateway to Monument Valley'.

C. Project Leadership

The project will be led by Northland Pioneer College (NPC). NPC has a long history of successfully completing grant-funded projects at both the state and federal levels, including the appropriate expertise and staff to manage the financial obligations and construction management the project requires. As an example, last year NPC completed the construction of a new Head Start facility on the Little Colorado Campus in Winslow, Arizona. This construction project was successfully managed by the college and included both institutional and grant funds. NPC has a dedicated construction manager who will oversee Kayenta Center facility's construction with a high level of expertise.

NPC employs the services of SPS+ Architects for its architectural needs, and they have been part of building the proposal for the Kayenta Center project. SPS+ has designed several buildings at the college, the latest of which is our new Career and Technical Education Skills Center at the White Mountain Campus in Show Low, Arizona, which opened in the fall of 2023. NPC will follow district governing board policy and State of Arizona procurement guidelines in all purchasing and contracting related to the project.

As reflected in the budget, NPC will be assigning a full-time employee to manage not only the coordination of construction, but also building the programs and services that are part of the grant.

The new NPC Kayenta Center is at the heart of a new industrial park and adjacent to two other Township projects including a childcare center and a 911 call center for the Navajo Nation, both of which are in development. NPC provides programs in both Early Childhood Education and dispatching, which could provide training for employees in these two new developments. The new NPC center is also close to the Kayenta Indian Health Service Hospital. The hospital is eager to see NPC expand educational opportunities related to the development of a healthcare

workforce in the region. The large industrial park is likely to attract additional business and industry, as the township has already built the necessary infrastructure and has a well-defined and accessible process for working with business and industry that is unique on the Navajo Nation.

D. Intended Uses of Grant in Respect to the Project

The bulk of the grant (\$7.1 million) will be used for the design and construction of new facilities in Kayenta Township. The project will include two separate buildings:

- Northland Pioneer College Classroom Building
- Kayenta Township Library Building

The NPC Classroom Building will include four classrooms, two labs, economic development space, and community space adequate to meet the needs of stakeholders in the region. NPC currently has classrooms in Kayenta but does not currently have lab space. The two proposed labs in this building would allow in-person instructional delivery of biology and chemistry, and health professions classes such as Medical Assistant Training. While there are many subjects that can be effectively taught using technology, we have found that in-person lab experiences in the sciences are a key to future academic and job success. NPC faculty would teach in these labs, making important connections with students and helping prepare them for health care programs or other needed jobs in the region. Kayenta Indian Health Service has indicated that they will also utilize this training space to do their own training.

In terms of classroom space, NPC has been a leader for decades in using connected classrooms to teach students across multiple locations. The classrooms proposed at the center would all be “connected classrooms” which include distance-learning technology enabling students to take classes at the Kayenta Center simultaneously with students at other NPC locations. This has been an effective way for NPC to deliver educational programs across its vast, remote service area for over twenty-five years.

The NPC Small Business Development Center has expanded programs to the Navajo Nation and statewide, and there is an emphasis on expanding service in this region. Also, other departments within the college have been focused on economic development, and many organizations are working to bring business and industry to Kayenta. The dedicated economic development space will allow ample space for these entities to meet and work with access to technology.

Currently, NPC Kayenta Center is open to community members who can use computers in the modular building to complete many different types of tasks. The community space of the new Kayenta Center will serve as a gathering place for students, and a place where they can

complete work, but will also benefit the larger community as individuals use this space to perform computer-related work, or simply to access the internet in a region with an otherwise significant lack of broadband access.

The Kayenta Township Library Building will replace an existing temporary facility. The Kayenta Township Library is a partnership between the Township of Kayenta, the Navajo Nation Library System, and the Navajo County Library District. This space, managed by the Township of Kayenta, will provide community access to library services, including books and electronic resources, through dedicated computer stations. The square footage of the new library facility is double that of the existing facility and will thus provide for additions to the local collection and space for students and community members throughout the region.

Providing student and community internet access is crucial to optimize educational access and success. The proposed budget includes funds to provide desktop computing equipment, networking equipment, security cameras, and equipment necessary to provide wi-fi and other connectivity. Kayenta Township developed the utilities in the area, and as such, we have a letter from Choice Wireless, assuring that there is connectivity available at the site.

Some equipment from the existing Kayenta Center can be used to outfit the new center. However, with the addition of the new lab spaces, there is a significant amount of new equipment that must be purchased. The budget includes materials to outfit both lab spaces so that they are ready to serve students.

To ensure that all the partner entities are working together effectively, and to ensure that both educational and economic development projects move forward according to the work plan, NPC will use grant funds to hire a part-time Project Coordinator for the three years of the grant. The Project Coordinator will be responsible for working across the college, with the Township of Kayenta, and with local non-government agencies to provide support for ongoing economic development efforts, and to identify and develop the academic programs that most meet the needs of the region.

Many individuals from the college, including staff working on the construction project and staff creating programs, will need to travel to Kayenta from our other campuses. This travel will be beyond what will be required after completion of the new center, so travel funds are requested in all three years of the grant.

In project year three, when the new Kayenta Center building opens, we have included a request for faculty support to provide new classes in the Kayenta area. These funds will ensure that we have faculty available to teach the courses in the community. These dollars are not allocated for full-time faculty but to supplement the full-time load of existing faculty. As enrollment at the new center increases, these funds will become sustainable beyond the sunset of the grant.

We are considering this project to be Phase 1 of a larger vision for Kayenta. Phase 2 would include a Flexible Industrial Arts Lab designed to allow for short-term training in technical programs, such as construction, automotive technology, and more. Building on existing NPC programs delivered at other locations, this space can be reconfigured as needed to meet the needs of local employers. NPC has a strong history of delivering programs at remote locations and has built specific programs, like our new Commercial Driver's License program, to provide the broadest possible access throughout the college's service area. An existing partnership with the other community colleges in Northern Arizona will allow us to leverage resources to bring programs to the region beyond those that are currently offered by NPC.

Phase 2 would also include a small housing unit. One of the key issues for the Navajo Nation, and specifically Kayenta, is a lack of housing. This small housing unit will be on the grounds for faculty and staff visiting the site to provide short-term training. The permanent staff in Kayenta will provide the bulk of services to students and community members, but a biology lab may only be delivered once per week for ten weeks. The three-hour drive from our nearest campus in Holbrook would necessitate an overnight stay by the instructor. The on-site housing unit will allow us to save on other housing arrangements by creating a permanent space. This space can also house an individual coming to Kayenta to provide short-term training of four to eight weeks.

Timeline

NPC has a strong history of both grant and construction management. In working with our internal construction management staff and SPS+ Architects, we have developed the following timeline based on the Construction Manager at Risk (CMAR) process which follows State of Arizona laws and requirements and has been used by other community colleges in Arizona recently to complete construction projects in a timely manner. Based on using this method of construction management our timeline is as follows:

- April 2024: Grant Awarded
- April 2024 - May 2024: NPC works with architect to prepare final plans and schematic design.
- June 2024-August 2024: Design Development
- September 2024-December 2024: Final preparation of construction documents and specification assembly including quality assurance documentation
- January 2025 – February 2025: Permit Processing
- February 2025: Project Manager Handoff to Construction Administrator
- March 2025 – March 2026: Construction
- May 2026: NPC moves locations in Kayenta to the new building
- July 2026: Classes begin in Kayenta Center and Library Opens

Match

NPC has not identified any matching funds. However, NPC is providing the cost of administering the grant including completing all necessary reporting. NPC staff and faculty will also be providing support in curriculum development for the Kayenta Center.

Other Project Outcomes

Historically, the Kayenta Center has served between 20-25 students per semester in degree seeking programs along with many members of the communities. Our goal within one year of the project completion is to have 50 associate degree-seeking students enrolled and taking classes at the Kayenta Center each semester.

In addition to the goal of having 50 associate degree-seeking students, non-credit and workforce training will be an important part of the work at the center. Our goal is to have 20 students per year in workforce training programs working on a certificate each year. Each of these additional students is a life positively impacted.

Currently, we have 2 full-time and 4 part-time employees at the center. Not including Kayenta Township Library employees, we plan to add one full-time employee at the Center and at least two part-time employees when the center opens. Some of the part-time employees may split their time with other NPC locations.

NPC will also closely track the number of individuals who use the center for broadband access and other services. We will also track the number of community events and economic development classes and activities. We do not currently have a strong baseline to set goals, but this is part of the project and a portion of the work of the Project Coordinator.

ETR Grant	
Applicant: Northland Pioneer College	
Eligible ETR Grant Project Costs	
Costs	Budget
Capital and Equipment	
Main Classroom Building	\$4,900,000
Library and Community Space	\$1,080,000
Parking and Site Improvements	\$1,150,000
Computers, printing, A/V Equipment	\$600,000
Networking and Cameras	\$575,000
Science Lab Equipment	\$163,817
Health Science Lab Equipment	\$57,003
Staffing	
Maintenance Personell (years 1-3)	\$154,326 100% of full time position
NPC Construction Manager (years 1-3)	\$30,600 .10 of full time position
Project Coordinator (years 1-3)	\$129,655 .25 of full time position
Other	
Staff Travel	\$42,283
Faculty Travel	\$13,000
Total Eligible ETR Grant Project Costs	\$8,895,684
ETR Grant Funds to be applied to the project	\$8,895,684

NOTE: NPC is not proposing any match or project costs that would ineligible for grant funding





KTC Resolution No. KTCO-52-2023

RESOLUTION OF THE KAYENTA TOWNSHIP COMMISSION

Approving a Resolution of Support for Northland Pioneer College to apply for grant for lab building, library and SBDC office for Kayenta Community and submit a letter of support on their behalf.

WHEREAS:

1. The Kayenta Township Commission ("Commission") is a home-rule municipality of the Navajo Nation with the general authority and responsibility to govern for the welfare of the Kayenta Township ("Township") and its residents, including the enactment of such ordinances, rules and regulations, and other actions, as it deems in the best interest of the Township. See 2 N.N.C. §§ 4081-4086 (2014); and
2. Currently Northland Pioneer College-Kayenta Campus is in an older modular building that is near the end of its life, and;
3. Northland Pioneer College has been in discussions with Kayenta Township Administration to obtain land and develop a new center to include six classrooms, space for staff and faculty in addition to space to expand efforts of economic development and a community library; and
4. The New center would be a community asset and the Commission supports the work and efforts of Northland Pioneer College and Kayenta Township administration in advancing this initiative for the community, and
5. The Kayenta Township commission supports Northland Pioneer College to execute the support and take any further reasonable and necessary actions consistent with the intent of this Resolution.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Town Manager is hereby authorized to execute support of this resolution and take any further reasonable and necessary actions consistent with the intent of this Resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was considered by the Kayenta Township Commission at a duly called meeting at Kayenta, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 3 in favor, 0 opposed, and 2 abstained, this 9th day of October, 2023.

Motion: Commissioner C. Claw

Second: Commissioner S. Delarosa


Ed Seaton, Chairperson
Kayenta Township Commission



October 30, 2023

Dr Chato Hazelbaker
President
Northland Pioneer College
2251 Navajo Blvd
Holbrook, AZ 86025

Dr Hazelbaker

As a fellow educator I was very excited about our recent meeting discussing a possible major campus remodeling of the Northland Pioneer College Campus. As the Superintendent for Kayenta Unified School District we are very supportive of any opportunity to help move our kids forward. I know in other regions it has been your model to develop close relationships with area schools so that students are comfortable with NPC. That has been difficult with your temporary trailers. The creation of a new building, library, community space and Broadband internet will immediately create a safe space that will attract our student. The building and facilities will act as a constant tool for outreach. This opportunity is good for our students.

We are very hopeful that this effort is successful and we look forward to continue to develop a productive relationship with Northland Pioneer.

You may rely upon our enthusiastic support.

Best wishes,

A handwritten signature in blue ink, appearing to read "L Adson", is written over the text "Best wishes,".

Lemual Adson, Superintendent
Kayenta Unified School District No. 27



Dr. Chato Hazelbaker
President
Northland Pioneer College
2251 Navajo Blvd
Holbrook, AZ 86025

Dr. Hazelbaker,

As the State Director of the Small Business Development Center Network I write today in support of your potential campus remodel in Kayenta. As you know our SBDC, hosted at NPC, has made large strides in working with the Navajo Nation and it is my understanding that this new facility will have space in which they can more professionally assist more clients. That is a win for the entire economy.

As you know, workforce development is a critical cog in supporting small businesses on the Nation. In my opinion, your new facility will not only benefit Kayenta but literally all of the center of the Navajo Nation. We believe that a stronger workforce supports small business which supports the economy and leads to a better quality of life.

If there is anything I or our organization can do to forward this project please let me know.

Best wishes,

Daniel Ayala
State Director
AZ SBDC Network

AZSBDC Statewide Network | Making a Big Difference for Small Business in Arizona
Hosted by: Maricopa Community Colleges

SBDC Service Centers Hosted by: Arizona Western College | Central Arizona College | Cochise College | Coconino Community College
Eastern Arizona College | Maricopa Community Colleges | Mohave Community College | Northland Pioneer College
Pima Community College | Yavapai College



February 23, 20024

Dr Chato Hazelbaker
President
Northland Pioneer College
2251 Navajo Blvd
Holbrook, AZ 86025

Dr. Hazelbaker,

Navajo County would like to offer our support to your effort for a potential major campus remodel in Kayenta. The proposed upgraded facility in Kayenta would help expand access to higher education in the region and would also provide a place to expand economic development activity, particularly considering the coal mine closures in the area.

Navajo County has worked with Northland Pioneer College in the past and are confident that they are well positioned to complete this project and expand their services. NPC has proved to be a good partner in many of the economic development initiatives in the county including expanding broadband access and, in our efforts, to recruit new business and industry to the region.

There are three other aspects to the project that we are very excited about as a county.

- The library and community space that is planned will meet an important need in the community and we are all looking forward to access to the Broadband in the facility.
- The addition of space in the new facility for our small businesses to meet with experts and get guidance in starting or growing a business is also a need we have.
- Finally, increasing access for our people to workforce development courses such as a CDL program would be very popular.

We see this as large positive for our county, the region and the Navajo Nation. Navajo County fully supports your effort.

Best wishes,

Jason Whiting, Chairman
Navajo County Board of Supervisors



October 25, 2023

VIA EMAIL

Dr. Chato Hazelbaker
President
Northland Pioneer College
2251 Navajo Blvd.
Holbrook, AZ 86025

Re: Confirmation of Fiber Broadband Services

Dear Dr. Hazelbaker:

This letter will serve to confirm that there is currently broadband fiber in Kayenta at the school, hospital and cell tower. As a result, it would be feasible to extend this fiber to your new proposed location by the airport.

When the project gets closer to construction, we can coordinate with you on the utility conduit placement and provide service pricing. Please contact me when you would like more information.

Sincerely,

A handwritten signature in black ink, appearing to read "Velena Tsosie".

Velena Tsosie
General Manager

Request to Approve Annual Jenzabar Support and Maintenance for 2024-25

Recommendation:

Staff recommends approval to purchase annual support and maintenance from Jenzabar Inc. for \$383,629.86

Procurement Process and Budget Information:

This is an annual, budgeted renewal. As it is an integral application to overall college functions Jenzabar Inc. has been identified as a sole source vendor as vetted by the Technology Advancement and Support division and Procurement department.

Summary:

Jenzabar CX continues to provide the backbone for the college Enterprise Resource Planning (ERP). Terms of this plan start 07/01/2024 and ends 06/30/2025. The cost includes maintenance and support of \$350,571.00, all applicable taxes of \$33,058.86, for a total price of \$383,058.86.





Invoice #: INV277294
 Customer ID: 111050 Northland Pioneer College
 Project ID: NPC-Annual Renewal
 Northland Pioneer College : Annual Renewal

Bill To
 Northland Pioneer College
 Accounts Payable
 PO Box 610
 Holbrook AZ 86025-0610
 United States

Ship To
 Northland Pioneer College
 Accounts Payable
 PO Box 610
 Holbrook AZ 86025-0610
 United States

Invoice Date	Payment Due Date	PO #	Terms
05/31/2024	06/30/2024		Net 30

Item	Coverage Start	Coverage End	Quantity	Unit Price	Total
Jenzabar CX Maintenance					
CX Student Affairs					
CX Academic Records					
CX Purchasing/Accounts Payable					
CX HR-Position Control					
CX HR-Administration					
CX HR-Payroll					
CX Moodle					
Jenzabar Mobile Web					
CX Internet Campus Base					
CX General Ledger					
CX Financial Aid					
CX CRM Student					
CX CRM Staff					
CX CRM Faculty					
CX CRM Candidate					
CX CRM Admissions Officer					
CX Common					
CX Budget					
CX Degree Audit					
CX Admissions					
CX Student Financials					
Jenzabar CX Maintenance Subtotal	07/01/2024	06/30/2025	1	\$293,260.00	\$293,260.00
Third Party Maintenance					
CX Informix					
Third Party Maintenance Subtotal	07/01/2024	06/30/2025	1	\$57,311.00	\$57,311.00

Comments: 2024 Renewal	Subtotal	\$350,571.00
	Tax Total	\$33,058.86
	Discount Item	
For questions please email Accountsreceivable@jenzabar.com	Total	\$383,629.86

For ACH Payments:

To: Citizens
Riverside, RI
Credit To: Jenzabar, Inc.
Routing/ABA #: 211070175
Account #: 1403278404

For Direct Wire Payments:

To: Citizens
Riverside, RI
Credit To: Jenzabar, Inc.
Routing/ABA #: 011500120
Account #: 1403278404
SWIFT Code: CTZIUS33

For Check Payments

Jenzabar Lockbox
P.O. Box 845588
Boston, MA 02284-5588

Request to Approve Annual Microsoft Volume Licensing for 2024-25

Recommendation:

Staff recommends approval to purchase Microsoft 365 A3 subscription licenses and renew Microsoft server related licenses from CDWG for \$79,579.66.

Procurement Process and Budget Information:

Funds budgeted in Fiscal Year 2024 by the Technology Advancement and Support (TAS) division and CDWG AZ State Procurement Contracts E&I CNR01439 and NVP Software ADSP017-149774 are utilized to ensure the better value at a cost savings for the college.

Summary:

The college currently uses Microsoft 365 A1 plus subscription licenses to provide staff, faculty, and student access to the Microsoft Office suite, Microsoft Outlook email, and other Microsoft products. However, Microsoft is retiring the 365 A1 plus subscription licenses in August 2024. Switching to 365 A3 licensing not only allows us to continue to use the Microsoft products and services that that we have come to rely on but provides us access to additional services and products that in coming months and years will allow us to eliminate other third-party offerings and recover much of the expense.

The renewal of the other Microsoft server related licenses are critical to continue to operate our servers that are core to the college's IT infrastructure. Both the purchasing of Microsoft 365 A3 licensing and the renewal of Microsoft server related licenses are imperative to continue to support the college's operations and providing excellent tools and services to our staff, faculty, and students.

Terms of this plan start 08/31/2024 and end 08/30/2025. The cost includes licensing costs of \$74,771.84, all applicable taxes of \$4,807.82, for a total price of \$79,579.66.



Northland Pioneer College

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Software

Services

IT Solutions

Brands

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QUOTE CONFIRMATION

KENNETH COGGIN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NXGT990	5/31/2024	MS RENEWAL '24	302679	\$79,579.66

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38391-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Term Dates: 8/31/2024 - 8/30/2025 Contract: Arizona NVP Software - Local Agencies and HiEd (ADSP017-149774)	600	5419407	\$56.86	\$34,116.00
Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38397-C-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Term Dates: 8/31/2024 - 8/30/2025 Contract: MARKET	24000	5419377	\$0.00	\$0.00
Microsoft Office 365 ProPlus Add-on - subscription license - 1 device Mfg. Part#: RQL-00001-12MO Electronic distribution - NO MEDIA Term Dates: 8/31/2024 - 8/30/2025 Contract: E&I CNR01402 Cloud Storage & Prod - Adobe & MS (CNR01402)	500	5680005	\$0.01	\$5.00
Microsoft SQL Server Enterprise Core Edition License & Software Assurance Mfg. Part#: 7JQ-00341 UNSPSC: 43232304 Electronic distribution - NO MEDIA Term Dates: 8/31/2024 - 8/30/2025 Contract: Arizona NVP Software - Local Agencies and HiEd (ADSP017-149774)	8	2670095	\$1,222.85	\$9,782.80
Microsoft SQL Server Standard Core Edition License & Software Assurance Mfg. Part#: 7NQ-00302 UNSPSC: 43232304 Electronic distribution - NO MEDIA Term Dates: 8/31/2024 - 8/30/2025 Contract: Arizona NVP Software - Local Agencies and HiEd (ADSP017-149774)	2	2670099	\$318.88	\$637.76

QUOTE DETAILS (CONT.)**Microsoft Windows Server Datacenter Edition - license & software assurance**

100	4592228	\$298.61	\$29,861.00
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Mfg. Part#: 9EA-00271

UNSPSC: 43233004

Electronic distribution - NO MEDIA

Term Dates: 8/31/2024 - 8/30/2025

Contract: Arizona NVP Software - Local Agencies and HiEd
(ADSP017-149774)**Microsoft Exchange Server Enterprise Edition - license & software assurance**

1	2320258	\$369.28	\$369.28
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Mfg. Part#: 395-04412

UNSPSC: 43232915

Electronic distribution - NO MEDIA

Contract: Arizona NVP Software - Local Agencies and HiEd
(ADSP017-149774)

SUBTOTAL	\$74,771.84
-----------------	-------------

SHIPPING	\$0.00
-----------------	--------

SALES TAX	\$4,807.82
------------------	------------

GRAND TOTAL	\$79,579.66
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PURCHASER BILLING INFO**DELIVER TO****Billing Address:**

NORTHLAND PIONEER COLLEGE

BUSINESS OFFICE

PO BOX 610

HOLBROOK, AZ 86025-0610

Phone: (928) 524-7600**Payment Terms:** NET 30 Days-Govt/Ed**Shipping Address:**

NORTHLAND PIONEER COLLEGE

KENNETH COGGIN

101 W DUECE OF CLUBS

BUILDING A

SHOW LOW, AZ 85901

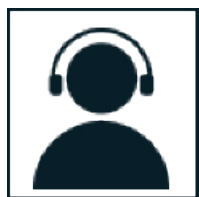
Shipping Method: ELECTRONIC DISTRIBUTION**Please remit payments to:**

CDW Government

75 Remittance Drive

Suite 1515

Chicago, IL 60675-1515

**Sales Contact Info****Jake Parker** | (877) 625-3918 | jake.parker@cdwg.com**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$74,771.84	\$2,142.96/Month	\$74,771.84	\$2,450.27/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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Support



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Apple Terms and Conditions

Customer's use of iCloud, the Products or either of their incumbent software or functionality is subject to compliance with all end user licenses agreements ("EULAs"), Product terms and conditions, and iCloud terms and conditions (available at www.apple.com/legal/internet-services/icloud/en/terms.html) and any other terms and conditions provided by Apple. Customer shall not use the Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain, or transmit protected health information (as defined at 45 C.F.R § 160.103); or (ii) in any manner that would make Apple or any other third-party distributor, supplier, or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 C.F.R. § 160.103, of the Reseller or any third party. If Customer is purchasing AppleCare, Customer agrees to the following terms and conditions: (i) Service Plan Terms and Conditions. Customer agrees to the Service Plan Terms and Conditions available at www.apple.com/legal/sales-support/applecare/os-reseller-support/; (ii) Customer Responsibilities. Customer must be actively enrolled in AppleCare for Enterprise in order to purchase a Support Incident and receive Support Services thereunder. Customer will cooperate with Reseller when seeking Support Services by providing information necessary to assist Reseller in diagnosing an issue. Customer is responsible for any and all restoration or reconstruction of lost or altered files, data or programs. Customer will maintain and implement a complete data backup and disaster recovery plan. Customer is solely responsible for any and all security of confidential, proprietary or classified information of Customer and any third parties whose data Customer possesses or processes. Customer will not disclose to Reseller confidential, proprietary or any information that is subject to intellectual property rights that may expose Reseller to liability; and (iii) Data Protection. Customer agrees and understands that it is necessary for Reseller to collect, process and use Customer data in order to perform the service and support obligations under the Support Incident. This may include transferring Customer data to affiliated companies, service providers, and/or Apple.

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Request to Approve Microwave Tower Equipment Replacement and Upgrade Contract

Recommendation:

Staff recommends approval to replace the college's current Huawei microwave tower equipment and FCC licensing with upgraded equipment and licensing through JTS in the amount of \$1,225,044.27.

Procurement Process and Budget Information:

The Technology Advancement and Support (TAS) division has budgeted funds in Fiscal Year 2025 for microwave tower equipment and upgrade activities. The Arizona and Texas cooperative agreement DIR-SSD-IC630 and the Texas contract with Johnston Technical Services, Inc. (JTS) DIR-CPO-4792 (terminating on 12/26/2024) are referenced to show our competitive agreement with JTS.

Summary:

Although the Governor's Office is working diligently on expanding broadband access to rural parts of Arizona, the communities that we serve have and for the near future continue to have limited access to high-speed internet. This is equally true for several of our centers. It is vital to the college's mission that the college provide stable and reliable high bandwidth connections to all of our locations. And with this in mind, the college has invested in creating and maintaining an expansive microwave communications network that has served us well for many years.

The current microwave equipment was installed in 2016. With the new Anthology ERP on the horizon, an increase in the usage of internet-based tools in our classrooms, and the likelihood of further IT services moving to online cloud solutions, it is important that we not only replace our current equipment but that we upgrade the equipment to provide an increase in bandwidth to support our current and future needs. With this upgrade we are looking at more than tripling our current link capacity at some of our towers.

The manufacturer of our current microwave equipment, Huawei, was sanctioned by the United States federal government in 2021. As a result, we are no longer able to



Northland Pioneer College

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

obtain additional replacement parts which means that soon we will not be able to repair our Huawei equipment when it fails. Additionally, since the sanctioning we have discovered that the Huawei equipment is broadcasting outside our licensed FCC range and, in at least one case, has bled over to the licensed range of another communications provider at a shared location. Because we have wisely built redundancy into our networking and communications infrastructure, we were able to safely shut down that equipment without disrupting service. However, with it shut down we lose that redundancy and it is becoming increasingly imperative that we replace all of our Huawei equipment with safe and modern equipment from a reliable and trustworthy manufacturer.

Even though high-speed broadband is coming to our communities, our microwave communication infrastructure will continue to be vital to the college's success for years to come. Further investing in this infrastructure at this critical time will ensure that we will continue to transform the lives of our students and of those in the communities that we serve.

JTS was the original installer of the Huawei microwave tower equipment and is familiar with the college's tower locations and needs as they have been supporting us and providing on-site maintenance since the original equipment was installed. They have been a reliable partner of the college and are a prime candidate to perform the upgrades and replacements.

The contract cost includes Licensing and Equipment of \$734,040.74, all applicable taxes of \$61,879.63, and Labor and Travel for \$429,123.90, for a total price of \$1,225,044.27.



**JTS**

5310 S Cockrell Hill Road Phone 972-620-1435

Dallas, TX 75236 Fax

JTS Tax ID#: 752621300

The Preferred Choice in Wireless Integration

Proposal

Quote #	JTSQ10558-04
Date	06/06/24
Sales Rep.	John Thompson

Quote To:

Thomas Watkins
Northland Pioneer College
White Mountain Campus
1001 W Duece of Clubs
Show Low, AZ 85901

Ship To:

Thomas Watkins
Northland Pioneer College
White Mountain Campus
1001 W Duece of Clubs
Show Low, AZ 85901

Bill To:

Thomas Watkins
Northland Pioneer College
White Mountain Campus
1001 W Duece of Clubs
Show Low, AZ 85901

Project

Huawei Microwave Network
Replacement (DIR Quote)

- Pricing is in accordance with State of Texas DIR contract #DIR-CPO-4792. **DIR-CPO-4792 and the above Quote # must be referenced on the PO.**
- Contract Term End Date for DIR-CPO-4792 is 05/28/2025. Expiration date of this contract is 05/28/2026.
- Please email your purchase order to sales@jts.net.
- This quotation is valid for a period of thirty (30) days. Pricing is FOB: Destination
- Terms are: NET 30.
- This quotation does not include sales tax, as customer is tax-exempt.
- All equipment warranties, unless otherwise noted, are pass-through from their respective OEMs.
- There will be a convenience fee of 4% applied for all credit card orders.

Huawei Equipment Decommissioning & Aviat Microwave Replacement Equipment Installations

Scope of Work:**FCC Licensing**

1. All existing Licenses will be reused with the radios and antennas changed on the licensing
2. JTS will file the applications for the Prior coordination notifications
3. JTS will have the licenses filed with the FCC

Equipment Configuration

1. All equipment will be delivered to JTS
2. Equipment will be unboxed and checked for defect
3. Each piece of equipment will be powered on and bench tested to assure no out of box failures
4. IP parameters that will be provided by the customer will be input into the equipment
5. All software licenses will be input into the equipment if applicable
6. Microwave Radios and Power Equipment will be set up and tested to assure proper operation
7. Microwave links will have a RFC-2544 test administered in our lab to assure proper capacity across the link is achieved
8. All equipment will be labeled and returned to original packaging and then placed into the staging area for deployment

Site and Link Order

1. Dry Lake
 1. Dry Lake to PDC
 2. Dry Lake to Little Colorado Campus

3. Dry Lake to Admin Butte
4. Dry Lake to White Mountain
2. Admin Butte
 1. Admin Butte to PDC
 2. Admin Butte to PAD
 3. Admin Butte to Porter Mountain
3. White Mountain
 1. White Mountain to Green's Peak
 2. White Mountain to Porter Mountain
4. Porter Mountain
 1. Porter Mountain to Silver Creek Campus
5. Green's Peak
 1. Silver Creek Campus
 2. Springerville Campus
 3. McKay's Peak
6. McKay's Peak
 1. White River Point
7. White River Point
 1. White River Center

Microwave Decommissioning and Microwave Installations (The following scope of work items will be similar for all sites)

1. Where installation materials can be installed without decommissioning existing link, the following will apply
2. Fiber Box will be mounted at a predetermined location on the tower
3. Fiber and Power trunks will be ran and supported to the tower.
4. These trunks will be placed into water tight fittings and terminate inside the fiber box
5. Fiber and Power Jumpers will be ran from the fiber box out to the existing microwave radio location(s)
6. Fiber and power jumpers to each radio will be weather sealed until ready for cut over
7. Power equipment will be installed into the rack if room exists. If no room exists the power equipment will be staged for installation
8. Cat 6 cable will be ran from each radio down to the base of the tower or right inside the building and left terminated to an LPU
9. These material installations will be performed on both sides of links prior to cut over (in the event an end of the link has already had the installation materials installed during a previous link installation only the installation materials for the one site will be performed
10. NPC will be notified that JTS is ready to cutover the link. Once approval is given the link will be taken out of production.
11. JTS will decommission the existing equipment and installation materials at Site A
12. Antenna and Radio will be installed onto the mount at the previous height and azimuth
13. Fiber and Power jumpers will be connected to the radios
14. If Power was left staged, the existing rack equipment will be removed and the power equipment will be installed.
15. Radios will be powered on and checked for proper operation
16. JTS will decommission the existing equipment and installation materials at Site B
17. Antenna and Radio will be installed onto the mount at the previous height and azimuth
18. Fiber and Power jumpers will be connected to the radios
19. If Power was left staged, the existing rack equipment will be removed and the power equipment will be installed.
20. Radios will be powered on and checked for proper operation
21. Link alignment will then commence and the link will be aligned until peak RSL has been achieved.
22. Link will have a RFC-2544 test ran for a period of 30 minutes to assure the link is passing data at the right capacity with low to no packet loss
23. NPC will be notified that the link can be placed back into production
24. Once NPC is able to confirm they are back up, JTS will move forward with the next site/link installation
25. This process will be followed until all links have been replaced

Equipment Disposal

Equipment will be left on site for NPC to dispose of.

NMS Configuration and Installation

1. The NMS system will be installed on to the existing NPC servers so that the NMS can be used on premise.
2. JTS will aid with the set up and onboarding of the radios into the NMS

Spares & Warranty

1. A QTY from each frequency will be procured for sparing and delivery to NPC to be kept in stock
2. Warranties will be for a period of 5 years and will include Advanced Replacement.

Link Capacity Upgrade

1. The hardware and software needed in increase the capacity of all links up to 1gbps has been included on this quote and is reflected in the total price.

Invoicing Notes:

1. All equipment and materials will be billed upon receipt of the purchase order
2. Labor and Travel for decommissioning and installations will be billed monthly based upon the QTY. of links
3. FCC Licenses will be billed upon completion
4. NMS system will be billed upon completion of installation.

#	Qty	Manufacturer	Mfg Part #	Description	List Price	DIR Price	Extended Price
1				FCC Coordination and Licensing			
2	14	JTS	Services	FCC Coordination and License Submission	\$1,500.00	\$1,320.00	\$18,480.00
3							
4				Microwave Equipment and Antennas			
5	1	Aviat Networks	Custom Kit	Dry Lake Microwave Equipment	\$150,000.00	\$60,000.00	\$60,000.00
6	1	Aviat Networks	Custom Kit	Admin Butte Microwave Equipment	\$149,000.00	\$59,600.00	\$59,600.00
7	1	Aviat Networks	Custom Kit	Little Colorado Microwave Equipment	\$32,000.00	\$12,800.00	\$12,800.00
8	1	Aviat Networks	Custom Kit	Green's Peak Microwave Equipment	\$115,000.00	\$46,000.00	\$46,000.00
9	1	Aviat Networks	Custom Kit	White Mountain Microwave Equipment	\$118,000.00	\$47,200.00	\$47,200.00
10	1	Aviat Networks	Custom Kit	McKay's Peak Microwave Equipment	\$75,000.00	\$30,000.00	\$30,000.00
11	1	Aviat Networks	Custom Kit	White River Microwave Equipment	\$47,000.00	\$18,800.00	\$18,800.00
12	1	Aviat Networks	Custom Kit	Porter Moutnain Microwave Equipment	\$160,000.00	\$64,000.00	\$64,000.00
13	1	Aviat Networks	Custom Kit	NPC - Snowflake Microwave Equipment	\$63,000.00	\$25,200.00	\$25,200.00
14	1	Aviat Networks	Custom Kit	NPC - PDC Microwave Equipment	\$54,000.00	\$21,600.00	\$21,600.00
15	1	Aviat Networks	Custom Kit	PAD Microwave Equipment	\$22,000.00	\$8,800.00	\$8,800.00
16	1	Aviat Networks	Custom Kit	White River Microwave Equipment	\$22,000.00	\$8,800.00	\$8,800.00
17	1	Aviat Networks			\$26,000.00	\$10,400.00	\$10,400.00

Proposal JTSQ10558-04

JTS

Northland Pioneer College

6/6/2024

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#	Qty	Manufacturer	Mfg Part #	Description	List Price	DIR Price	Extended Price
18			Custom Kit	Springerville Microwave Equipment			
19				Power Equipment			
20	13	Duracom	Custom Kit	Power Supply Kit w/Batteries @ 13 Sites	\$0.00	\$8,257.14	\$107,342.82
21							
22	1			Microwave Equipment Installation Materials - Dry Lake	\$10,349.36	\$9,622.92	\$9,622.92
23	1			Microwave Equipment Installation Materials - Green's Peak	\$10,349.36	\$9,622.92	\$9,622.92
24	1			Microwave Equipment Installation Materials - NPC Admin Butte	\$10,349.36	\$9,730.06	\$9,730.06
25	1			Microwave Equipment Installation Materials - Porter Mountain	\$5,562.79	\$5,294.88	\$5,294.88
26	1			Microwave Equipment Installation Materials - Mountain Campus	\$5,812.79	\$5,294.88	\$5,294.88
27	1			Microwave Equipment Installation Materials - Snowflake	\$5,286.70	\$4,805.30	\$4,805.30
28	1			Microwave Equipment Installation Materials - McCay's Peak	\$5,286.70	\$4,805.30	\$4,805.30
29	1			Microwave Equipment Installation Materials - Whiteriver Point	\$5,036.70	\$4,912.44	\$4,912.44
30	1			Microwave Equipment Installation Materials - NPC PDC	\$5,036.70	\$4,805.30	\$4,805.30
31	1			Microwave Equipment Installation Materials - NPC PAD	\$4,362.01	\$3,937.23	\$3,937.23
32	1			Microwave Equipment Installation Materials - LCC	\$4,362.01	\$3,937.23	\$3,937.23
33	1			Microwave Equipment Installation Materials - Springerville	\$4,362.01	\$3,937.23	\$3,937.23
34	1			Microwave Equipment Installation Materials - White River Center	\$4,362.01	\$3,937.23	\$3,937.23
35							
36				Spares			
37	1	Aviat Networks	Custom Kit	Microwave and Power Spares	\$83,500.00	\$70,975.00	\$70,975.00
38							
39				Network Management and Additional 5 years of MFG Support			
40	1	Aviat Networks		40 Nodes of NMS and 5 years of MFG support	\$52,000.00	\$49,400.00	\$49,400.00
41							
42	1			8.43% Tax on Equipment and Materials	\$61,879.63	\$61,879.63	\$61,879.63
43				SubTotal			\$795,920.37
44							
45				Microwave & Power Installations, Microwave Decommissioning			
46	15			Labor & Travel	\$32,390.60	\$28,608.26	\$429,123.90
47				SubTotal			\$429,123.90
						Total	\$1,225,044.27

Please contact me if I can be of further assistance.

JTS - STANDARD TERMS & CONDITIONS

1. ACCEPTANCE:

Proposal valid for thirty (30) days from date of quotation unless specifically stated otherwise by JTS. Acceptance of order/contract by JTS subject to credit approval. The Buyer agrees to, and is bound by, the terms and conditions expressed herein, unless objected to in writing by Buyer and accepted in writing by JTS. Buyer's acceptance of all or any part of the proposal is conclusive assent to abide by the terms and conditions herein. Where a conflict in terms & conditions exists, the Texas Department of Information Resources (DIR) Contract Terms & Conditions (Appendix A) shall override these.

2. TERMS:

- a. Net 30 days from date of invoice or as specified in proposal.
- b. Material cost is to be paid before any equipment is ordered.
- c. Invoice to be issued upon completion of pre-staging, pre-configuration, and pre-assembly.
- d. Final invoice to be issued upon completion of installation. If not paid by 30 days from date of invoice, as an additional remedy for lateness, there shall be paid a service charge at the rate of 1 ½% per month (or maximum legal rate) from the due date until paid.

3. PROGRESSIVE BILLING

On larger projects over \$50,000 we will adhere to progressive billing and will be set on a site by site bases and the invoices will be sent as milestones are met.

4. TAXES:

DIR customers are exempt from sales taxes. Prices do not include excise, sales, use, privilege, import/export duties or any other tax, duty or assessment which may be imposed upon JTS. However, all such taxes, duties or assessments are the responsibility of the Buyer except where exempt.

5. CONTRACT CANCELLATION:

Purchase Order or contract may not be changed or cancelled without prior written approval by JTS. Any order cancelled, after any work has been performed by JTS, or related partners, such as Engineering Services, Fabricating, Mobilization, Installations, etc., will have a cancellation charge to be determined solely at the discretion of JTS, for whatever work has been performed. If Buyer so chooses, it shall have the right to receive the material already procured at time of cancellation at the quoted price. JTS reserves the right to change or modify the design or construction of any of its products and services, and to substitute materials or services equal to or superior in quality and construction to that originally specified.

6. CHANGE ORDERS:

Any change to the agreed to Scope of Work will result in a Change Order. All Change Orders will be formally presented to the customer for approval before moving forward with the Change Order. The Change Order will outline in detail the new Scope of Work and the costs affected by the new Scope of Work.

7. DELAYS:

For any delay due to Force Majeure, including but not limited to, Acts of God, fire, malicious mischief, insurrection, riot, war (declared or undeclared), explosions, epidemics, acts of Buyer, its employees, agents or subcontractors, strikes, freight embargoes, severe weather conditions or any other cause whatsoever beyond the control and without fault of JTS or its subcontractors, whether similar to or dissimilar from causes herein enumerated, then JTS shall not incur any liability consequential or otherwise for such delays and an equal extension of time within which to perform shall be allowed to JTS. Crew downtime incurred for any reason, including but not limited to, materials delays, defective materials, Buyers delays, shall be charged to Buyer at JTS' current rates for downtime/standby time.

8. DELIVERY:

- a. All prices are F.O.B. (freight on board) destination.
- b. Buyer will not be billed for freight charges.
- c. JTS' responsibility ceases upon confirmed shipment/receipt of materials by receiver.
- d. JTS does not accept responsibility for damages or shortages which occur during transit.
- e. JTS will not accept responsibility once shipment is received and is damaged.
- f. JTS will ship materials by common carrier. Buyer must make careful inspection of materials when received and make all claims for damage or loss to delivering carrier upon arrival.
- g. Damaged shipment must be documented with photographs.
- h. Receiver is granted to accept part of the order that is NOT damaged and deny the damaged.
- i. All delivery times given by JTS are approximate dates and times only, unless specifically agreed to by JTS. JTS shall not incur any liability for downtime suffered by Buyer because of delayed delivery.

9. RETURNED PRODUCTS:

Prior written authorization from JTS is required for all returned products. When a return is authorized, it must be received within 30 days after shipment is received, freight prepaid to a destination of JTS' choice, and be in new condition. All returned products are subject to a restocking charge to be determined by JTS. Only products specifically approved for return by JTS will be considered for return and credit. Unusable products returned to JTS will be scrapped and no credit will be given.

10. INDEMNIFICATION:

Buyer shall protect, defend and indemnify JTS and its officers, directors and employees for, from and against all claims, demands, expenses (including reasonable attorney fees) and causes of action of every kind and character that arise out of or are related to the work under this agreement and are caused by or arise out of Buyer's negligence, willful misconduct or other acts or omissions which impose upon Buyer strict liability, and that result in personal injury, death, property loss or damage. If such claim, demand, expense or cause of action is caused by or arises out of the joint or concurrent negligence, willful misconduct or acts or omissions of JTS and Buyer each party shall indemnify the other to the extent of the indemnifying party's negligence, willful misconduct or omissions.

11. WARRANTY:

a. Sale of Materials: JTS passes through all manufacturer warranty to Buyer, that the products re-sold by JTS will be free from defects of material and workmanship for the period specified by that particular manufacturer. Products fabricated by JTS will be free from defects of material and workmanship for a period of one (1) year from date of shipment. JTS' sole obligation under these warranties will be limited, at JTS' option and expense, to either repairing or furnishing a replacement F.O.B. first point of shipment for the products or parts thereof which JTS determines do not conform with these warranties, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of JTS. JTS expressly provides that it is not responsible for labor costs involved in the re-installation of such products or parts. JTS does not warrant any material, product or labor not contracted for, manufactured or furnished by Seller. This warranty shall be effective only if Buyer installs all materials according to JTS' recommendations and specifications and that Buyer, during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL JTS BE LIABLE FOR CONSEQUENTIAL DAMAGES, NOR SHALL JTS' LIABILITY OF ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALES CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT. Any action for breach of warranty must be commenced within one year after the cause of action accrues.

b. Sale of Labor: In addition to the above warranty on materials, construction and installation labor through JTS' employees and subcontractors, JTS agrees to correct all construction and installations performed under this Agreement which proves to be defective in workmanship within a period of one (1) year from the date of substantial completion of the construction or installation project.

12. ASSIGNMENT:

JTS reserves the right to assign, transfer, subcontract or delegate responsibilities of order/contract, in whole or in part, without prior written approval of Buyer. Any such transfer does not relieve JTS from order/contract obligation to Buyer.

13. SITE/JOB CONDITIONS:

Buyer shall provide site access during normal business hours 7am-5pm Monday-Friday. Site(s) shall be readily accessible to standard vehicles, and in the event of civil construction or tower erection, accessible to standard mix trucks, semi-tractor and trailers, cranes etc., with adequate space for material delivery, storage, assembly/erection and have adequate space for equipment operation and equipment turn around during construction. Unless otherwise stated in JTS' proposal, concrete installation is based on normal soil conditions (4000 psi) as defined by E.I.A. Specification. responsibility of determining soil conditions rest with the Buyer unless geotechnical report is purchased by the customer. Site shall be free from overhead and underground obstructions for placement of guys, anchors foundations and conduit.

- a. Normal Soil Conditions and Excavation Soils Analysis Required. After review of the soils report, if caissons or any form of bed rock excavation or blasting is required, this will result in changes to the foundation quotation.
- b. Survey of proposed site required before installation of foundations.
- c. It is assumed that the site is leveled and in the case that it is not, it will need to be re-engineered.
- d. If actual site conditions are different from what was originally provided by customer outside of industry standards it may result in a change order.
- e. Any customer work directive received during adverse weather conditions such as rain, snow, or ice will be subject to an additional cost not to exceed \$1,500 per day or delay of project until suitable weather conditions permit project completion within budget. In the event that more than 2 cumulative days is lost due to inclement weather the customer and the contractor will discuss options to either pay crew expenses or demobilize and remobilize the crew.
- f. If any unsafe acts performed on site in JTS presence will be liable for work being ceased with possible change order not to exceed \$3000 per day.
- g. If any unsafe acts and/or unsafe conditions found on site, the customer will be liable for work being ceased with possible change order not to exceed \$3000 per day.

14. EXCLUSIONS FROM PROPOSAL PRICE:

Proposal prices does not include the following, unless specifically stated otherwise:

- a. Blasting, drilling, use of jack hammer, sheet piling, pumping of water or other condition requiring special material or equipment for foundation installation.
- b. Hauling in backfill.
- c. Site clearing of any nature.
- d. Restoration of any landscaping, fencing, crops or other improvements.
- e. Permits, fees or licenses of any nature.
- f. Rain, snow or ice weather conditions during installations of foundations or tower erections.
- g. Union Labor.
- h. Standby time while waiting for Buyer deliveries and delays during construction or inspections, as well as, delays in site access.
- i. Engineering certifications, special insurance coverage (other than standard liability and workers' comp.) or any type of bond, or related bond fees.
- j. Delivery of equipment to sites (unless specified in proposal)
- k. Concrete coring, x-raying, scanning, penetrating radar or repairs.
- l. Conduit runs, (unless specified in sales proposal)
- m. Extra work beyond the scope of sales proposal.
- n. Training related to special site or landlord circumstances, or special clothing or related monitoring equipment. Inclusion of any of the above constitutes a change order which shall be invoiced as an extra cost to Buyer.

15. STORAGE:

JTS reserves the right to apply storage charges of three-hundred and fifty dollars (\$350.00) per month for structures/equipment kept in our yard/warehouse beginning 60 days after original ship date.

16. STILL PHOTOGRAPHY:

VIDEO: JTS at all times reserves the right to take pictures or video of any or all of its products and services after installation for documentation or advertising purposes, except those which are under classified government control and agreed to in writing by JTS.

17. GOVERNING LAW:

Contracts formed as a result of this proposal and the performance thereof shall be governed by principles of contract law under the laws of the State of Texas. Jurisdiction to resolve any dispute arising hereunder is agreed to be the District Court of the State of Texas.

18. ENTIRE AGREEMENT:

These terms and conditions are solely for the benefit of JTS and Buyer hereto and, in addition to the proposal attached hereto, represent the entire and integrated agreement between the parties, and, unless specifically referenced herein, supersedes all prior negotiations, representations or agreements, either written or oral.

INTERLOCAL COOPERATION CONTRACT for Information Resources Technologies

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between Northland Pioneer College [DIR Customer] and the STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES, 300 West 15th Street, Suite 1300, Austin, Texas 78701 [DIR], pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 for Texas based Customers and Section 2054.0565, Texas Government Code, for out of state Customers.

I. STATEMENT OF PURPOSE:

The purpose of this Interlocal Cooperation Contract [Contract] is to allow DIR Customer to purchase information resources technologies through DIR Contracts.

II. CONSIDERATION:

- a. Per the Interlocal Cooperation Act, Texas Government Code, § 791.025, or other applicable law, the DIR Customer satisfies the requirement to seek competitive bids for the purchase of goods and/or services.
- b. DIR agrees to provide to DIR Customer those information resources technologies available through existing Vendor contracts and Vendor contracts that DIR may enter into during the term of this interlocal cooperation contract, in accordance with specifications submitted through purchase orders from Customer. All DIR Vendor contracts shall be made available to the DIR Customer via the DIR Internet web site. DIR Customers utilizing the ICT Cooperative Contracts shall issue a Purchase Order directly to the relevant Vendor. DIR Customers utilizing a DIR Contract for which DIR is the fiscal agent, the DIR Customer's Purchase Order shall be issued to DIR.
- c. DIR Customer agrees to notify DIR of any substantial problems in quality or service in relations with a vendor under a DIR vendor contract.

III. PAYMENT FOR GOODS AND SERVICES:

- a. DIR Customer shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the Vendor. Payment under a DIR Contract shall not foreclose the right to recover wrongful payments.
- b. Payments must be made from current revenues available to DIR Customer and authorized by its governing board.
- c. DIR Customer agrees to pay the rates and/or prices set by DIR with its vendors. DIR Customer understands these rates and/or prices include a DIR administrative fee.
- d. All purchases executed under a DIR Contract will require a DIR Customer purchase order.

IV. TERM OF CONTRACT:

This Interlocal Cooperation Contract shall begin when fully executed by both parties and shall continue until terminated.
[choose a specific number of months or state, "until terminated." and then delete this instruction]

Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. Customers shall pay for all goods and services received through the effective date of termination.

V. GOVERNING LAW AND OTHER REPRESENTATIONS:

DIR Customer:

[] Unit of Texas Local Government hereby certifying that it has statutory authority to perform its duties hereunder pursuant to Chapter _____, Texas _____ Code.

[X] Non-Texas State agency or unit of local government of another state hereby certifying that it has statutory authority to enter in to this Interlocal Agreement and perform its duties hereunder pursuant to AZ Revised Statute §ARS 41-2632.

VI. CERTIFYING FUNCTION:

Department of Information Resources: acting as the owner of the DIR Contracts hereby certifies the eligibility of the DIR Customer to use the DIR Contracts.

VII. TERMS AND CONDITIONS FOR OUT OF STATE DIR CUSTOMERS:

SELECTIONS PER THE GOVERNING LAW OF THE OUT OF STATE DIR CUSTOMER:

1. DIR Customer's use of the DIR Contracts shall be governed by the law of the State of Arizona, excluding the conflicts of law provisions.
2. Exclusive Venue for litigation arising from use of the DIR Contracts is Navajo Superior Court.
3. The following dispute resolution procedures shall be used to resolve disputes arising from use of the DIR Contracts Arizona Revised Statutes – Title 47
(either cite to applicable law or regulation of the DIR Customer on this topic, or attach a hard copy of procedures to the document)

This Interlocal Cooperation Contract is executed to be effective as of the date of the last party to sign.

Entity Name

Authorized By: Signature on File

Name: V. Blaine Hatch

Title: VP for Administrative Services

Date: 12 June 2013

THE STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES

Authorized By: John Hoffman for Carl Marsh

Name: Carl Marsh

Title: Chief Operating Officer

Date: 6-20-13

Office of General Counsel: drb 6-18-13

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR SERVICES
Johnston Technical Services, Inc. DbA: JTS

1 Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Johnston Technical Services, Inc. DbA: JTS, (hereinafter “Successful Respondent”), with its principal place of business at 5310 S. Cockrell Hill Road, Dallas, TX 75236.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-443, on 10/28/2019, for Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Services. Upon execution of this Contract, a notice of award for RFO DIR-CPO-TMP-443 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows:

- i. this Contract;
- ii. Appendix A, Standard Terms and Conditions;
- iii. Appendix B, Successful Respondent’s Historically Underutilized Businesses Subcontracting Plan;
- iv. Appendix C, Pricing Index;
- v. Appendix D, Service Agreement Template;
- vi. Exhibit 1, Successful Respondent’s Response to RFO DIR-CPO-TMP-443, including all Addenda;
- vii. and Exhibit 2, RFO DIR-CPO-TMP-443, including all Addenda;

Each of the foregoing documents is incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent governing purchase transactions. In the event of a conflict between the documents listed in this paragraph, the controlling

document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2.

2 Term of Contract

The initial term of this Contract shall be two (2) years commencing the last date of approval by DIR and Successful Respondent, with one (1) optional two-year renewal followed by one (1) optional one-year renewal. Prior to expiration of each term, this Contract will renew automatically under the same terms and conditions unless either party provides notice to the other party sixty (60) days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

3 Option to Extend

Successful Respondent agrees that DIR may require continued performance, not including termination assistance, beyond the initial or any renewal Contract term, of any of the within described services at the rates specified in the Contract. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed four (4) calendar months. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to Successful Respondent.

4 Product and Service Offerings

A. Products

Products available under this Contract are limited to Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Related Services as specified in Appendix C, Pricing Index. Successful Respondent may incorporate changes to its product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Successful Respondent may not add product offerings from a manufacturer if such manufacturer was not included in Successful Respondent's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to the Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Related Services as specified in Appendix C, Pricing Index. Successful Respondent may incorporate changes to its services offering; however, any changes must be within the scope of the RFO and services awarded based on the posting described in Section 1.B above. Successful Respondent may not add services which were not included in Successful Respondent's response

to the solicitation described in Section 1.B above. Successful Respondent may adjust its service zones upon approval from DIR and via amendment to this Contract. Customers (as defined in Appendix A, Standard Terms and Conditions) may request the services by a Service Agreement and/or Statement of Work (“SOW”). Successful Respondent shall respond by demonstrating qualifications and experience for each engagement. Customer will determine best value depending on Customer’s needs and criteria. The Service Agreement is shown in Appendix D.

5 Pricing

Pricing to Customer shall be as set forth in **Appendix A, Standard Contract Terms and Conditions, Section 8, Pricing, Purchase Orders, Invoices and Payment**, and as limited by **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee.

6 DIR Administrative Fee

- A) The administrative fee to be paid by Successful Respondent to DIR based on the dollar value of all sales to Customers pursuant to this Contract shall be three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the DIR Administrative Fee for sales totaling \$100,000 shall be \$750.00.
- B) All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Successful Respondent without further requirement for a formal contract amendment. Any change in the DIR Administrative Fee shall be incorporated in the price to Customer.

7 Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Hershel Becker or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700

If sent to Successful Respondent:

Kyle Fuller
Johnston Technical Services, Inc. DbA: JTS
5310 S. Cockrell Hill Road

Dallas, Texas 75236
Phone: (972) 620-1435
Email: kyle.fuller@jts.net

8 Shrink/Click-wrap License and Service Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (“Shrink/Click-wrap License Agreement”), the terms and conditions set forth in this Contract shall supersede. **It is the Customer’s responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the terms of the Shrink/Click-wrap License Agreement, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language.**

B. Service Agreement Template

Services provided under this Contract shall be in accordance with the Service Agreement Template as set forth in Appendix D of this Contract or an applicable SOW. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and Customer. If utilizing the Service Agreement Template, Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

C. Conflicting or Additional Terms

- 1) In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click-wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.
- 2) In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this Contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Successful Respondent product or service offering after the effective date of the update;

and, provided further, that, if Successful Respondent has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Successful Respondent's initial response shall apply to that purchase unless Successful Respondent directly informs Customer of the update before the purchase is consummated.

3) In the event that different or additional terms or conditions would otherwise result from accessing a linked document, Customer's agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

4) Successful Respondent shall not require any document that: i) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

5) If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract between DIR and Successful Respondent or the contract between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Successful Respondent.

6) The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a Reseller (as defined in Appendix A, Standard Terms and Conditions) who attempts to pass through documents and obligations from its manufacturer or publisher.

9 Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Successful Respondent.

This Contract is executed to be effective as of the date of last signature.

Johnston Technical Services, Inc. Dba: JTS

Authorized By: Signature on File

Name: Kim Sheffler

Title: President

Date: 5/25/2021

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 5/28/2021

Office of General Counsel: Signature on File 5/27/2021

Approval of Search Presidential Profile

Recommendation:

The District Governing Board is asked to approve the “Clean” Presidential Profile to be used in the job posting for the next Northland Pioneer College President. The job announcement will be posted later this week, with a deadline for application submissions of September 17.

Summary:

Changes to the 2021 Presidential Profile were solicited through a survey of NPC employees and DGB members. Working with our Association of Community College Trustees (ACCT) Search Consultant Dr. Sandra Caldwell the revised Profile was presented and reviewed by the Presidential Search Team on June 12. The “Clean” version of the Profile reflects changes suggested by survey participants, DGB members, ACCT, and the Search Team. Also attached is the working draft, so that members can see the recommended changes.



Northland Pioneer College

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



Presidential Profile

College Overview:

Northland Pioneer College (NPC) is driven by the mission to provide, support, and promote lifelong learning throughout its entire rural service area and beyond. NPC currently serves over 5,000 students annually throughout Navajo and Apache Counties on its four campuses and five remote centers. The 21,000-square-mile service area includes the tribal homelands of the Navajo, Hopi, and White Mountain Apache peoples and is governed by a five-member elected District Governing Board.

NPC is a decentralized, tribal-serving, public, rural community college offering non-credit programs, certificates, associate degrees and bachelor's degrees in the heart of the Southwest, where the Colorado Plateau meets the White Mountains of northeastern Arizona. The culturally and geographically diverse region offers wide-open picturesque spaces, and is working hard to grow a healthy economy for future generations. The college utilizes high-quality technological facilities to connect virtually across its locations and 18 remote high schools.

The area's ethnic and cultural diversity is reflected in our enrollment. Ethnically, 41 percent of students identify as White, 28 percent as Indigenous, 16 percent as Hispanic, with 13 percent not providing ethnicity data. By gender, 64 percent identify as males, 36 percent as female. Part-time students make up 82 percent of our enrollment, with just 18 percent attending full time. By age groups, 46 percent are under 18 (reflecting our strong and growing Early College enrollment), and 14 percent in the 18-19 traditional college age group. Those 20-30 make up 20 percent, and over 30 accounting for 21 percent.¹

Northland Pioneer College is seeking an innovative, experienced, transparent, and empathetic leader who displays a deep understanding of Northeast Arizona's unique cultural heritage and community dynamics, who is committed to building a long-term career and life in the region. The ideal candidate will align with our cultural values, actively contribute to the local communities, and foster lasting relationships to support our mission and vision by supporting all students and especially advocate for the College's rural and underrepresented populations. The successful candidate is expected to reside in Winslow, Holbrook, Joseph City, Snowflake/Taylor or adjacent tribal lands.

¹ IPEDS Fall Enrollment Survey Component 2022-23, [03-FA22 FTSE student data.pdf \(npc.edu\)](#).
Addition data can be found at [Student Outcomes Data | Northland Pioneer College, Arizona \(npc.edu\)](#)



Challenges and Opportunities:

- NPC serves two of the poorest counties in Arizona and the nation. Many of our students are first-generation college students, live below the federal poverty level, and travel long distances to access higher educational opportunities.
- Provide student-focused leadership across all areas of the college and work collaboratively to develop a college-wide vision which is in the best interest of students and employees and the communities served.
- Grow enrollment; improve retention and completion; develop a completion and/or transfer plan for the large early college high school students, intentionally expand bachelor-degree offerings, and provide academic and workforce offerings to best serve all students throughout the service area.
- Collaborate with all stakeholders, including Native American populations, to address higher educational inequalities and barriers to success to ensure greater access to higher education opportunities.
- Identify and develop alternative revenue sources including grant opportunities, micro-economic efforts, and legislative support.
- Evolve the College's technological capabilities to provide stronger distance learning offerings.
- Cultivate robust relationships with the region's K-12 school districts, charter schools, tribal schools, communities, economic development entities, social service agencies, Head Start, and tribal leadership while recognizing the different cultural contexts across the service area.
- Lead with transparency and empathy, attract and retain high-quality diverse employees, and support the College's diverse student population.
- Build workforce and retraining programs to aid in regional economic and demographic transitions.
- Impress upon the state legislature the financial needs and challenges of rural community colleges struggling to provide workforce training required by area business, industry and employment partners.

Ideal Characteristics:

- The successful candidate will support the comprehensive community college and values the college's academic programs, including early college high school, workforce, transfer, and bachelor's degree opportunities, as well as Adult Basic Education, high school equivalency, developmental education and literacy programs.



Northland Pioneer College

District Governing Board

EXPANDING MINDS • TRANSFORMING LIVES

- The ideal candidate will actively promote enhanced student engagement and inclusivity, demonstrating a commitment to supporting and advocating for diverse identities, including LGBTQIA+ individuals and students with disabilities. They should foster an environment of respect and understanding, ensuring that all students feel valued and supported in their educational journey.
- Demonstrates a track record of fostering diverse, equitable, and inclusive working and learning environments.
- Exhibits a passion for student success, shows compassion, empathy, and assists students to overcome obstacles.
- Is an ethical, decisive, passionate, and honest leader, who wants to be at NPC with all its unique characteristics and opportunities.
- Demonstrates a strong track record of providing visionary leadership through data-informed decision making, and has a demonstrated ability to take prudent risks, learn from failures, and adjust accordingly.
- Has experience cultivating and enhancing diverse and creative educational and training partnerships among external stakeholders including, but not limited to, tribal and local governments, K-12 school districts, charter schools, tribal schools, homeschoolers (including Early College opportunities), other higher education institutions, and business communities to meet the changing needs of the region's business, industry, and employment partners.
- Has a demonstrated ability to successfully manage large and complex budgets under the constraints of an expenditure-limit formula budgeting process and to identify alternative sources of revenue.
- Demonstrates commitment to collaborating with students, faculty, staff, and administration and prioritizing shared governance.
- Understands the important role of technology in serving rural communities, and has supported the use of technology to expand student access to educational opportunities.
- Exhibits the ability to work effectively with the state legislature.
- Has experience providing oversight for regional/institutional and programmatic accreditation.
- Collaborates effectively with an elected governing board, assisting in the development of long-term strategic planning, direction, and vision.
- Contributes to institutional culture, with a focus on aligning NPC's strategic plan to our mission, vision, and values.



Northland Pioneer College
District Governing Board

EXPANDING MINDS • TRANSFORMING LIVES

Minimum Qualifications:

- Master's degree from an accredited institution required with an earned doctorate strongly preferred.
- Extensive higher education administrative experience in positions of increasing responsibility.
- Demonstrated classroom teaching experience at an accredited institution of higher education or a minimum of 3 years' experience in vocational trades or certifications.





Northland Pioneer College

District Governing Board

EXPANDING MINDS • TRANSFORMING LIVES

College Overview:

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And, here is the website will a variety of student data.

[Student Outcomes Data | Northland Pioneer College, Arizona \(npc.edu\)](#)

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[03-FA22 FTSE student data.pdf \(npc.edu\)](#)

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Northland Pioneer College

District Governing Board

EXPANDING MINDS • TRANSFORMING LIVES

Challenges and Opportunities:

- NPC serves two of the poorest counties in Arizona and the nation. Many of our students are first-generation college students, live below the federal poverty level, and travel long distances to access higher educational opportunities.
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Ideal Characteristics:

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Northland Pioneer College
District Governing Board

EXPANDING MINDS • TRANSFORMING LIVES

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- Exhibits a passion for student success, shows compassion, empathy, and assists students to overcome obstacles.
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Minimum Qualifications:

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Northland Pioneer College
District Governing Board

EXPANDING MINDS • TRANSFORMING LIVES

- Demonstrated classroom teaching experience at an accredited institution of higher education or a minimum of 3 years experience in vocational trades or certifications.

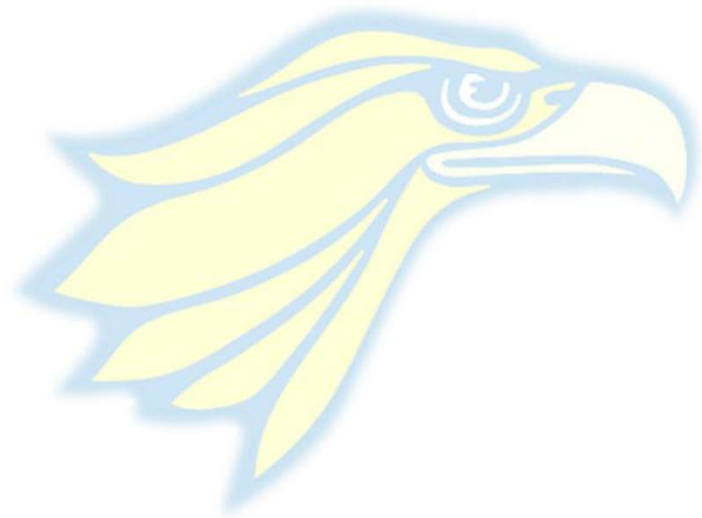
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First generation & living below the poverty line might be helpful to include a mention to as well

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Request to Approve Purchase of NEOED

Recommendation: Staff recommends approval to purchase NEOED talent management platform in the amount of \$255,325.10 over the next three years.

Procurement Process and Budget Information: Mohave Community College's contract will be utilized for this NPC purchase. The following Arizona colleges have NEOED as their talent management platform: Mohave, Cochise, Coconino, Yavapai, Diné and Central Arizona. The purchase price is budgeted in the FY2425 HR Budget. The District Governing Board approved the FY2425 budget at its May 21, 2024 meeting.

	FY25 Budget Request \$	FY26 Budget Request \$	FY27 Budget Request \$
NEOED Cloud based Saas Talent Management Software			
annual subscription fee	59,431.40	76,411.80	89,147.10
implementation fee	30,334.80		

Summary:

With the Anthology ERP implementation, iSolved/iHire is being discontinued. NPC will lose their Applicant Tracking System among other iSolved/iHire modules. NEOED will replace iSolved/iHire (\$70K/annually). NEOED training module will replace Safe Colleges (\$7,500/annually). The above Arizona colleges utilize NEOED as the platform which augments their ERPs (the foundation) and fills in where their ERPs lack functionality.



NEOGOV

HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

Exhibit A
Order Form



NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Nick Wilson

Customer:

Northland Pioneer College (AZ)
2251 E. Navajo Blvd.
Holbrook, AZ 86025-2996
USA

Quote Valid From: 4/30/2024
Quote Valid To: 6/30/2024

Quote Number: Q-14023
PaymentTerms: Annual,Net 30
Subscription Term in Months: 36

Employee Count: 370
Order Summary

Year 1

Service Description	Start Date	End Date	Term Price (USD)
Insight Subscription			\$8,059.10
Onboard Subscription			\$7,051.80
Perform Subscription			\$12,088.30
Learn Subscription			\$15,311.80
eForms Subscription			\$9,594.20
Position Import Subscription			\$2,431.10
Single Sign On Subscription			\$1,053.50
Employee Import Subscription			\$2,431.10
New Hire Export (IN+ON Data) Subscription			\$1,410.50
Year 1 TOTAL:			\$59,431.40

Year 2

Service Description	Start Date	End Date	Term Price (USD)
Insight Subscription			\$10,361.70

Service Description	Start Date	End Date	Term Price (USD)
Onboard Subscription			\$9,066.60
Perform Subscription			\$15,542.10
Learn Subscription			\$19,686.60
eForms Subscription			\$12,335.40
Position Import Subscription			\$3,125.70
Single Sign On Subscription			\$1,354.50
Employee Import Subscription			\$3,125.70
New Hire Export (IN+ON Data) Subscription			\$1,813.50
Year 2 TOTAL:			\$76,411.80

Year 3

Service Description	Start Date	End Date	Term Price (USD)
Insight Subscription			\$12,088.65
Onboard Subscription			\$10,577.70
Perform Subscription			\$18,132.45
Learn Subscription			\$22,967.70
eForms Subscription			\$14,391.30
Position Import Subscription			\$3,646.65
Single Sign On Subscription			\$1,580.25
Employee Import Subscription			\$3,646.65
New Hire Export (IN+ON Data) Subscription			\$2,115.75
Year 3 TOTAL:			\$89,147.10

Year 1

Service Description	Start Date	End Date	Term Price (USD)
Insight Setup			\$3,960.00
Onboard Setup			\$2,376.00
Perform Setup			\$3,960.00
Learn Setup			\$3,960.00
eForms Setup			\$2,376.00
Position Import Setup			\$3,969.00
Single Sign On Setup			\$1,890.00

Service Description	Start Date	End Date	Term Price (USD)
Employee Import Setup			\$3,969.00
New Hire Export (IN+ON) Setup			\$3,874.80
Year 1 TOTAL:			\$30,334.80

ORDER TOTAL (USD) : **\$255,325.10**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

1. *"Terms & Conditions Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth in the Mohave Community College on 06/08/2021 (the "Agreement") with the following modifications: (i) the Effective Date (as defined in the Agreement) shall be the date set forth below, and (ii) the SKUs and pricing applicable to this purchase shall be as specified in this Order Form. By signing below, Customer confirms it has the authority to use the Agreement for this purchase and that the use of the Agreement for this purchase is not prohibited by law or procurement regulations or standards applicable to Customer."*

**"Northland Pioneer
College (AZ)"**

Signature:

Print Name: _____

Date: _____

NEOED ORDER FORM			
5 Year Term			
NEOED: Governmentjobs.com, Inc. (dba "NEOED") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 accounting@NEOED.com		Customer Name & Address: Mohave Community College (AZ) 1971 Jagerson Ave. Kingman, AZ 86409	
FTE: 600	Pay Frequency: Bi-Weekly		
Payment Terms:	Annual. Net 30 from NEOED invoice.		
Contact:	Jennie Dixon, Vice President of Administrative Services; jdixon@mohave.edu		
Quote Date:	5/17/2021		
Quote Expiration:	5/31/2021		
Fee Summary			
Service Description (Full Suite)	Term		Term Fees
Insight Enterprise Subscription (IN)	June 1 st , 2021 – June 30 th , 2021		\$0.00
GovernmentJobs.com Subscription (GJC)	July 1 st , 2021 – June 30 th , 2022		\$96,307.00
Candidate Text Messaging (CTM)	July 1 st , 2022 – June 30 th , 2023		\$134,830.00
Perform Subscription (PE)	July 1 st , 2023 – June 30 th , 2024		\$173,353.00
E-Forms Subscription (EF)	July 1 st , 2024 – June 30 th , 2025		\$198,393.00
Onboard Subscription (ON)	July 1 st , 2025 – June 30 th , 2026		\$208,313.00
Learn Subscription (LE)			
Core HR Subscription (CHR)			
Benefits (BE)			
Payroll Subscription (PR)			
Payroll Services (PS)			
Time & Attendance Subscription (TA)			
Single Sign On (SSO)			
Employee Import (EI)			
Learn Bulk SCORM Course Integration (LSI)			
Professional Services – (Non-Recurring) Implementation and Training	--		\$12,500.00
	Year 1 Total:		\$108,807.00
	Year 2 Total:		\$134,830.00
	Year 3 Total:		\$173,353.00
	Year 4 Total:		\$198,393.00
	Year 5 Total:		\$208,313.00
	Total:		\$823,696.00

A. Terms and Conditions



1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOED Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neoed.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOED Services Agreement.
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B. Special Conditions (if any).

1. Initial Term: 61 Months
2. Initial Term pricing reflects a waiver of Subscription Fees for the first month. The full suite Annual Subscription Fees shall be invoiced on the Annual Term start date and each anniversary thereafter.

3. Ninety (90) days after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOED")
Entity Name: Mohave County Community College District 1971 Jagerson Avenue Kingman, AZ 86409	
Signature: 	Signature: 
Print Name: Dr. Stacy Klippenstein, President	Print Name: John Closs
Date: June 3, 2021	Date: 6/8/2021