

# Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will meet for a Regular District Governing Board Meeting, open to the public, on **June 21, 2022 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 Jun22DGB.

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

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

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

I, Paul Hempsey, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 20<sup>th</sup> day of June, 2022, at 10:00 a.m.

Paul Hempsey  
Recording Secretary to the Board

## NOTICE DISTRIBUTION

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

## M I S S I O N

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

## V I S I O N

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

## V A L U E S

INTEGRITY  
INCLUSION  
ADAPTABILITY  
CIVILITY  
ACCESS



**Northland Pioneer College**

EXPANDING MINDS • TRANSFORMING LIVES<sup>SM</sup>

# Governing Board Meeting Agenda

Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona  
Or you can join on [WebEx](#) (Passcode Jun22DGB).

**Date:** June 21, 2022

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

<b>Item</b>	<b>Description</b>	<b>Resource</b>
1.	<b>Call to Order and Pledge of Allegiance</b> .....	Chair Laughter
2.	<b>Adoption of the Agenda</b> ..... (Action)	Chair Laughter
3.	<b>Call for Public Comment</b> ..... Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.	Chair Laughter
4.	<b>Discussion Items:</b>	
	<b>A. Standing Presentations:</b>	
	1. <a href="#">Financial Position</a> .....	VPAS Ellison
	VPAS Ellison will provide a report on the financial position of the college for period July 1, 2021 to April 30, 2022.	
	2. <a href="#">NPC Student Government Association (SGA)</a> .....	Jeff Taylor
	A written report is provided in the Board packet and Jeff Taylor will expand upon the information during the meeting.	
	3. <b>NPC Faculty Association</b> .....	No Report
	4. <b>Classified &amp; Administrative Staff Organization (CASO)</b> .....	No Report
	5. <b>Northland Pioneer College (NPC) Friends and Family</b> .....	Director Wilson
	Director Wilson will report on recent activities with a focus on scholarships.	
	6. <a href="#">Human Resources</a> .....	Written Report
	A written report is provided in the Board packet.	
	7. <a href="#">Construction Update</a> .....	Director Huish
	A written report is provided in the Board packet and Director Huish will provide additional detail.	
	8. <b>President's Report</b> .....	President Hazelbaker
	President Hazelbaker will provide a report on activities from the President's office since the May meeting.	
	<b>B. <a href="#">Higher Learning Commission Financial Ratios</a></b> .....	VPAS Ellison
	VPAS Ellison will review the financial ratios that the Higher Learning Commission uses to track institution financial health.	
5.	<b>Consent Agenda for Action</b> .....	Chair Laughter
	Approval of routine and often presented items. Documentation concerning the matters on the consent agenda are included in the Board packet. Any matter on the Consent Agenda can be removed from the Consent Agenda and discussed as a regular agenda item upon the request of any District Governing Board member.	
	A. <a href="#">May 17, 2022 Truth in Taxation Hearing Minutes</a>	
	B. <a href="#">May 17, 2022 Budget Hearing Minutes</a>	
	C. <a href="#">May 17, 2022 Special Board Meeting Minutes</a>	
	D. <a href="#">May 17, 2022 Regular Board Meeting Minutes</a>	
	E. <a href="#">2022-24 TALON to Consortium Intergovernmental Agreements</a> between Navajo County Community College District and Dishchii'bikoh Community School; Whiteriver Unified School District (USD).	
	F. <a href="#">2022-24 Dual Enrollment Intergovernmental Agreement</a> between Navajo County Community College District and Whiteriver USD.	
	G. <a href="#">Resolution Designating the Chief Financial Officer for Auditor General's Office</a>	
	H. <a href="#">New Mexico - Arizona Tuition Reciprocity Intergovernmental Agreement</a> between Navajo County Community College District and New Mexico Higher Education Department.	
	I. <a href="#">Resolution to Navajo County Election Services to Conduct Elections</a>	

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

**A. Old Business**

None.

**B. New Business:**

1. **Membership with Arizona School Board Association (ASBA)....** President Hazelbaker  
President Hazelbaker will discuss the continuation of Board Membership in ASBA.
  2. **Request to Contract with The Registry for Interim Associate Vice President of Human Resources.....** President Hazelbaker  
President Hazelbaker will request approval to contract with a vendor for Human Resources leadership services.
  3. **Request to Approve Annual Jenzabar Support and Maintenance for 2022-23 .....** President Hazelbaker  
President Hazelbaker will present the request to continue the partnership with Jenzabar Inc. as the college Enterprise Resource Planning application.
  4. **Request to Purchase Vehicle for the Maintenance Department** VPAS Ellison  
VPAS Ellison will present a request to purchase a new vehicle for use by the Maintenance department.
  5. **Request to Approve Additional Fees for the Skill Center.....** VPAS Ellison  
VPAS Ellison will review the request to increase design fees for construction of the Skills Center in Show Low.
  6. **Request to Award Contract for Lobbying Services .....** President Hazelbaker  
President Hazelbaker will present the results from a Request for Proposal and request the Board approve a contract.
  7. **Request to Approve Purchase of Multi-Year EBSCO Package.....** VPLSS Solomonson  
VPLSS Solomonson will present the request to purchase a multi-year contract for library database services.
  8. **Executive Session.....** Chair Laughter  
Pursuant to Arizona Revised Statute 38-431.03(A)(1) the Board may vote to enter Executive Session for discussion on the President's performance and contract
  9. **Action from Executive Session .....** Chair Laughter  
The Board may choose to take action on the President's performance or contract.
7. **DGB Agenda Items and Informational Needs for Future Meetings .....** Chair Laughter
8. **Board Report/Summary of Current Events.....** Board Members
9. **Announcement of Next Regular Meeting.....****August 16, 2022** Chair Laughter
10. **Adjournment.....** Chair Laughter

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



**Northland Pioneer College**

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NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2021 to April 30, 2022

Budget Period Expired

83%

Tax Supported Funds				
General Unrestricted				
	Revised Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	15,955,424	3,008,332	14,364,561	90%
Transwestern	-	-	-	
State Aid:				
Maintenance and Operations	1,512,300	378,075	1,512,300	100%
Equalization	9,171,000	2,292,750	9,171,000	100%
Rural Aid	1,640,200	410,050	1,640,200	100%
Tuition and Fees	4,400,000	329,771	3,054,798	69%
Investment earnings	500,000	10,607	199,079	40%
Grants and Contracts	1,512,800	290,032	1,549,633	102%
Other Miscellaneous	200,000	34,141	430,993	215%
Fund Balance	2,200,000	-	-	0%
Transfers	(3,674,400)	(12,115)	(1,577,372)	43%
TOTAL REVENUES	\$ 33,417,324	\$ 6,741,643	\$ 30,345,192	91%
EXPENDITURES				
Salaries and Benefits	21,040,010	1,623,538	15,493,788	74%
Operating Expenditures	12,377,314	402,394	5,097,687	41%
TOTAL EXPENDITURES	\$ 33,417,324	\$ 2,025,932	\$ 20,591,475	62%
Unrestricted Plant				
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital/STEM	319,700	79,925	319,700	100%
Fund Balance	12,540,000	1,668,385	4,245,596	34%
Transfers In	2,974,400		1,059,354	36%
Transfers In - HEERF	1,320,000		-	0%
TOTAL REVENUES	\$ 17,154,100	\$ 1,748,310	\$ 5,624,650	33%
EXPENDITURES				
Capital Expenditures - WMC Facilities	9,580,000	1,668,385	4,245,596	44%
Capital Expenditures - Other	7,574,100	68,342	1,367,471	18%
TOTAL EXPENDITURES	\$ 17,154,100	\$ 1,736,727	\$ 5,613,067	33%



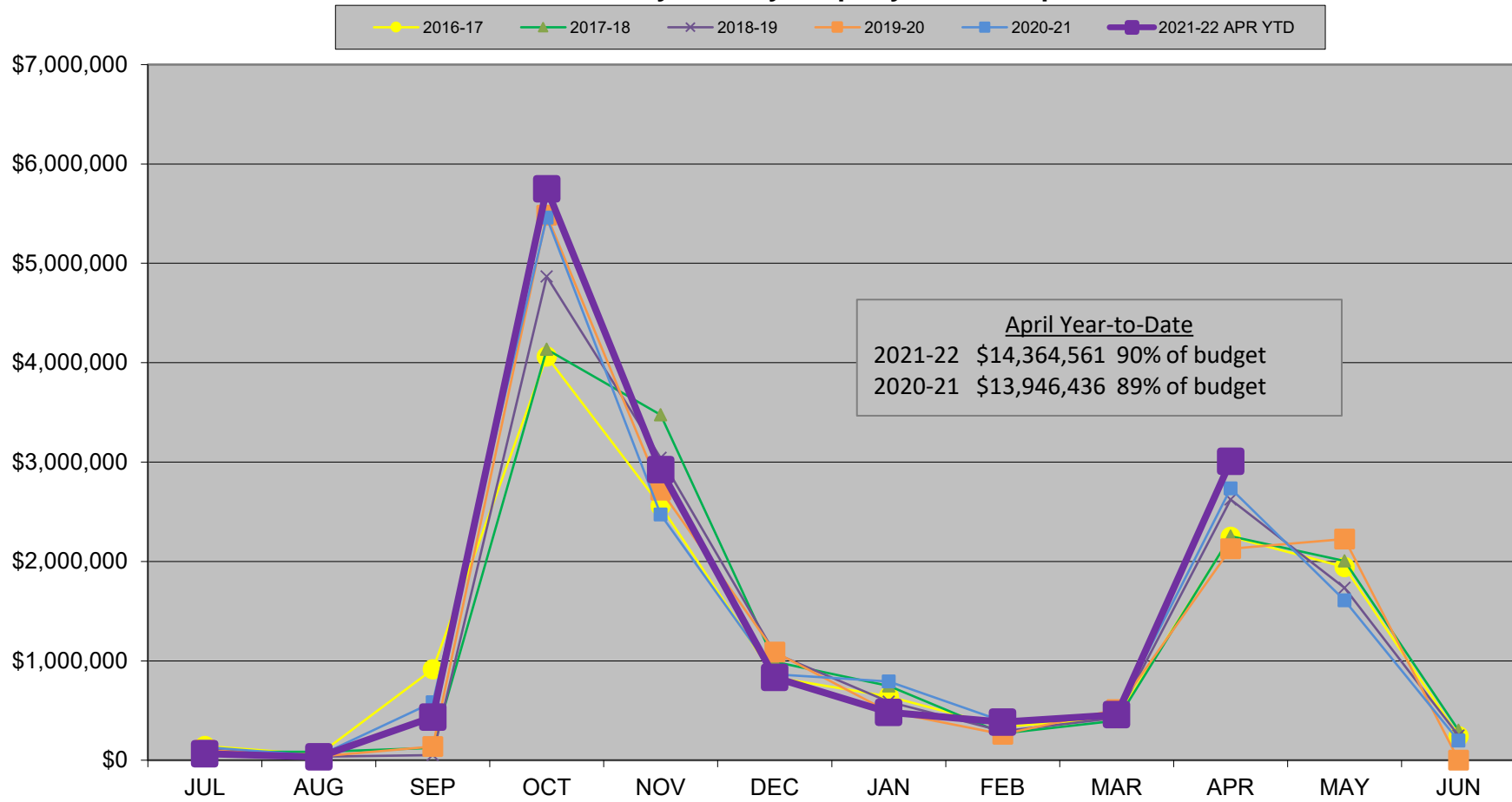
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
Statement of Financial Position  
July 1, 2021 to April 30, 2022

Budget Period Expired 83%

Restricted and Auxiliary Funds				
Restricted				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
Grants and Contracts	8,250,000	170,064	4,488,176	54%
Fund Balance				
Transfers In	500,000	7,407	425,558	85%
Transfers Out - HEERF	(1,320,000)	-	-	0%
TOTAL REVENUES	\$ 7,430,000	\$ 177,471	\$ 4,913,734	66%
EXPENDITURES				
Salaries and Benefits	915,453	110,850	1,138,353	124%
Operating Expenditures	6,514,547	66,622	3,775,381	58%
TOTAL EXPENDITURES	\$ 7,430,000	\$ 177,472	\$ 4,913,734	66%
Auxiliary				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
Sales and Services	150,000	17,245	89,290	60%
Fund Balance				
Transfers In	200,000	4,708	92,460	46%
TOTAL REVENUES	\$ 350,000	\$ 21,953	\$ 181,750	52%
EXPENDITURES				
Salaries and Benefits	206,816	16,967	100,842	49%
Operating Expenditures	143,184	4,986	80,908	57%
TOTAL EXPENDITURES	\$ 350,000	\$ 21,953	\$ 181,750	52%

Cash Flows	
Cash flows from all activities (YTD) . . . . .	\$41,065,326
Cash used for all activities (YTD) . . . . .	\$31,300,026
Net Cash for all activities (YTD) . . . . .	\$9,765,300

### Monthly Primary Property Tax Receipts



June 13, 2022

RE: Student Government Association

To the District Governing Board of NPC,

Happy summer! The days are starting to heat up and we are hoping that our recruitments efforts will start to heat up as well. We are currently brainstorming some ways to get more students involved in SGA and apply for SGA positions.

One major change that has taken place regarding SGA is that I have taken over the position of SGA Advisor from Ryan Orr. The part-time advisers at SCC and WMC, LauraLyn Scott and Kayla Downs respectively, will also be taking an active role in the SGA this year. Kayla was a member of the SGA when she was a student here and is excited to help out.

As Ryan said in a previous report, the SP22 version of Eagle Fest was a success and we hope to build off of that success throughout the upcoming year as we plan a variety of student activities. We hope to restart some SGA activities that happened historically but were postponed or canceled because of the pandemic. These include the SGA Talent Show at the SCC Performing Arts Center, University Transfer Road Trips, and a variety of other in-person activities.

Before I took over the position from Ryan, he ordered laptops for the SGA's annual laptop scholarship and those are ready to go to new homes with deserving students. We plan on opening up the laptop scholarship and hopefully getting them to students within the first couple of weeks of the FA22 semester.

Our main focus is on building the SGA membership and we have a great start with Francine Honie who studies from the Hopi Center. We plan on hitting the pavement and recruiting hard over the next couple of months and hope to increase student as well as community involvement in the fun student activities that we have planned over the course of the next year. I look forward to working with you all!

Sincerely,

Jeffrey Taylor  
SGA Advisor



# District Governing Board Monthly Report

## Human Resources

### For Meeting of June 17, 2022

#### KEY ACTIVITIES

Completing processing and data entry of employee contracts.

Continuing to assist with supervisor training

Assisting with large number of new employees onboarding for Fall Semester and planning for New Employee Orientation

#### STAFFING

##### **OPEN (As of 6/09/2022)**

##### **POSITIONS**

1. **Academic Advisor (Painted Desert Campus)** – Open until filled. 10 applicants.
2. **Academic Advisor (White Mountain Campus)** – Open until filled. 46 applicants.
3. **Associate Vice President Chief Information Officer (Painted Desert Campus)** – Open until filled. 9 applicants
4. **Campus Manager (Silver Creek Campus)** – Closes June 18, 2022. 10 applicants.
5. **Campus Monitor (Silver Creek Campus)** – Open until filled. 4 applicants.
6. **Data Analysis Adult Education Program (White Mountain Campus)** – Open until filled. 13 applicants
7. **Director of Information Technology Infrastructure and Operations (White Mountain Campus)** – Open until filled. 23 applicants
8. **Early Childhood Practicum Supervisor – District Wide (White Mountain Campus)** – Open until filled. 4 applicants
9. **Early College Advisor (Springerville - Eagar)** – Open until filled. 3 applicants
10. **Faculty in College & Career Preparation – Integrated Education & Training (Whiteriver Center)** – Open until filled. 15 applicants
11. **Faculty in Early Childhood Practicum Supervisor (Painted Desert Campus)** – Open until filled. 1 applicant
12. **Faculty in Nursing (Little Colorado Campus)** – Open until filled. 2 applicants
13. **Faculty in Nursing (White Mountain Campus)** – Open until filled. 5 applicants
14. **Interim Director of Library Services** – Open until filled. No applicants
15. **TAS Specialist, Safety & Security Systems Specialist (Painted Desert Campus)** – Open until filled. 5 applicants
16. **Technology Support Technician (Little Colorado Campus)** – Open until filled. 1 applicant
17. **Technology Support Technician (White Mountain Campus)** – Open until filled. 15 applicants

##### **CLOSED AND IN REVIEW**

1. **Desktop Support Engineer** – Closed April 23, 2022. 1 applicant
2. **Director of Communication** – Closed May 13, 2022. 7 applicants
3. **Director of Construction** – Closed April 29, 2022. 1 applicant
4. **Director of Facilities & Transportation** – Closed June 3, 2022. 2 applicants
5. **Faculty in Cosmetology** – Closed May 6, 2022. 5 applicants
6. **Faculty - Instructional Designer** – Closed May 24, 2022. 21 applicants

##### **Filled Positions:**

1. **Learning Assistant (Hopi)** – Iris Yessilth is a highly qualified candidate with eighteen years of experience as an Adult Education Teacher, Paraprofessional, and K-12 Teacher. Mrs. Yessilth will start June 16, 2022 at the Hopi Center and currently resides in Keams Canyon, AZ.
2. **Maintenance I (District Wide)**– Gavino Martinez has one year of experience as a maintenance worker. Mr. Martinez received a Certificate of Proficiency in Construction Technology through the NAVIT program. Mr. Martinez started working June 1, 2022 and currently resides in Holbrook, AZ.
3. **Manager of Emergency Services & Public Safety (Northeast Arizona Training Center)** – Robert Railey is a highly qualified candidate with 27 years of law enforcement experience. Mr. Railey will start July 1, 2022 and currently resides in Lakeside, AZ.

## **Skill Center Construction Project Update-NPC Board Meeting June 21, 2022**

Project summary: The Skill Center project continues to move forward. This project is on budget with 38% of the budget spent through May 31, 2022, and schedule for substantial completion December 27<sup>th</sup>, 2022 and for final completion the middle of January 2023. TSG Constructors are finding ways to shorten the construction schedule. If the weather holds the construction schedule will reduce by one week.

Installation crews setting steel above the future windows in the Automotive Shop portion of the new Skill Center. Student Commons restroom floor slab is to the left of the structural building steel.



In-floor electrical and data boxes installed in the floor of the EIT section of the building. Block out boxes are for the future mezzanine steel columns. The floor reinforcing steel and vapor barrier are ready for the next concrete pour (left side of picture). Storage bunkers are in the background.





View is looking to the southeast showing the floor in the EIT and Welding Shop portion of building #1, ready to receive concrete. The structural steel of building #3-Automotive Shop is in the background. Storage bunkers are to the left. Concrete form edge panels and bracing are in the foreground.



This view is looking south into the project from the future north parking lot. One of the concrete retaining walls is on the right of the picture. Rip-Rap stone has been placed part of the wash (on right). Workmen are finishing the plumbing, electrical floor boxes, and electrical conduit under the floor slab. Concrete edge forms and bracing. Structural steel of the Automotive Shop is in the background.



Student Commons restroom/locker room slab with plumbing drains and vent risers exposed. IT room in back right hand side of Commons slab. Structural steel of Automotive shop on right. Bunkers in the background. Edge forms and reinforcing steel of Welding shop on the left.



**Head Start Modular Building Installation Project Update-NPC Board Meeting**  
**June 21, 2022**

Project Summary: Installation of the modular building continues. Four units are installed, leveled and bolted together. The roof has been completed. The exterior wood skirt is waiting for State of Arizona inspection. The interior work is to be completed by the end of the month. Water, sewer and gas utility connections are in process. Electrical power will not be available until September (per APS). This project is still on schedule and budget with 57% of the project budget spent through May 31, 2022. Completion is expected by the end of October 2022.



Looking southeast toward the modular building. The blue entry door is to one of the two classrooms. The structural wood skirt framing is installed on concrete foundations. The modular unit tongues have been removed and are ready to be returned to vendor. The modular building will be ground level when this project is completed.



Rear side of the modular building looking north east. The fourth piece of the modular still to be set. Doors to the outside are for children and adults to access the future playground area. New windows are for the classroom area.



Looking southwest at the modular building from future parking lot. The east (fourth) piece of modular has been set and bolted to the main building. The facing door is to the classroom. The door to the right accesses the warming kitchen. The structural wood skirt framing is in place. Under unit crawl holes are installed. The skirt boards to be installed after State of Arizona inspection. Then the dirt backfill against the unit to will be to underside of the future sidewalks. Future playground and play set will be to the left of unit section 4. The interior work is to be completed by another crew from Modular Solutions. There will be a new canopy installed over each classroom door. This canopy will be installed by the modular vendor after the modular has been backfilled.

Future landscaping, fencing and playground equipment are to be furnished and installed by NACOG.



# 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 2020-21** 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.



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The financial ratios that make up the CFI include:

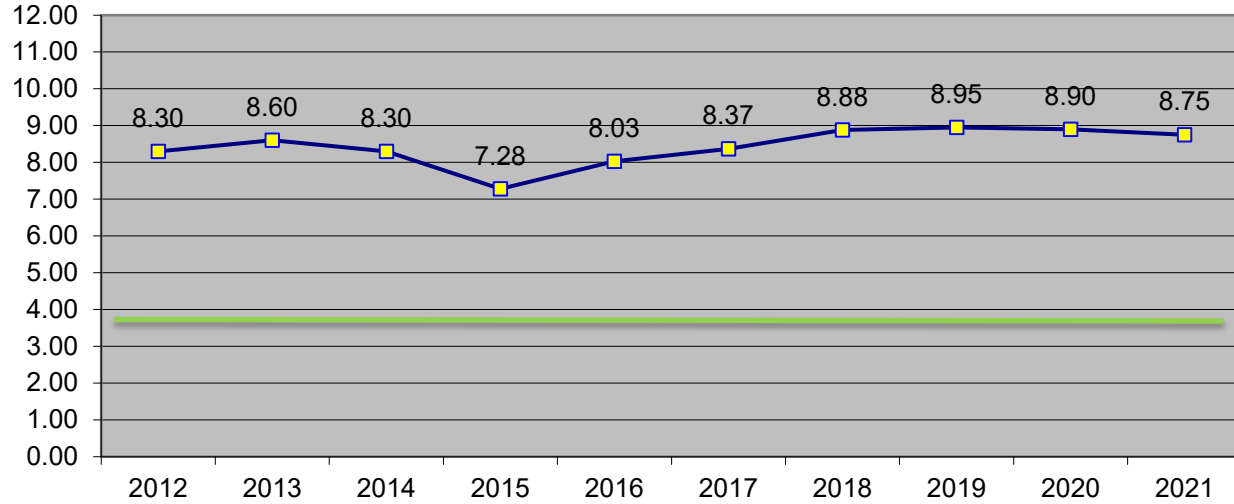
- **Primary Reserve Ratio** (*CFI weight = 35%*) – measures financial strength by comparing expendable net assets to total expenses. The ratio represents the percent of a year the institution could meet financial obligations with assets readily available. **A ratio of .40 is considered the threshold 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.



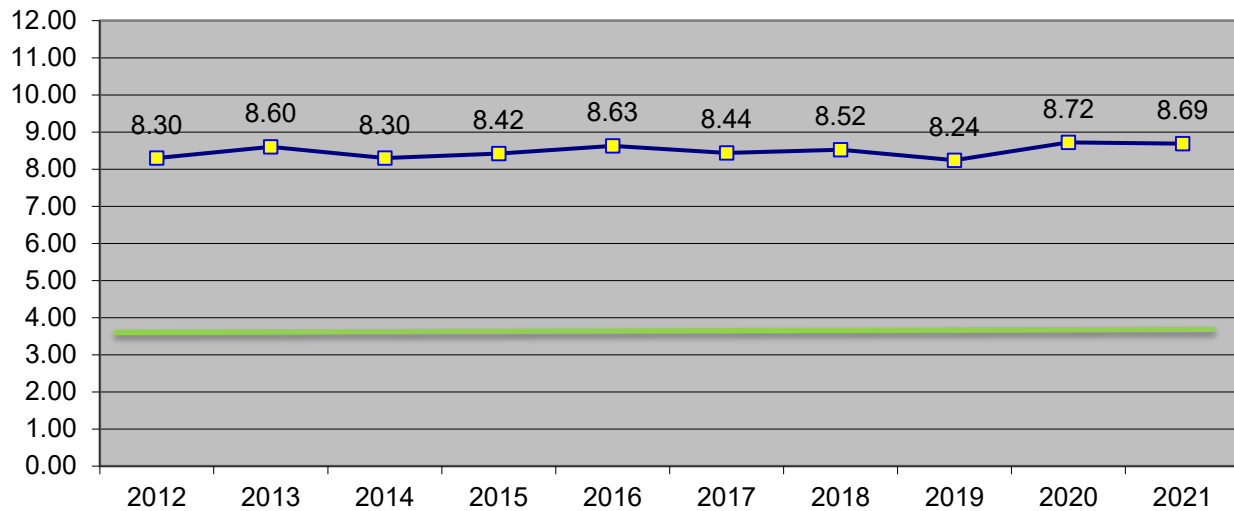
## Northland Pioneer College

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### Composite Financial Indicator with GASB

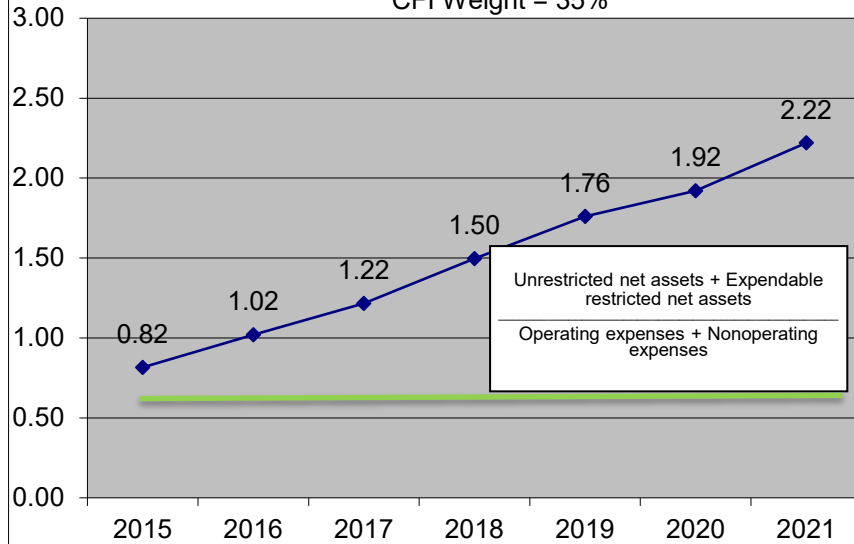


### Composite Financial Indicator without GASB



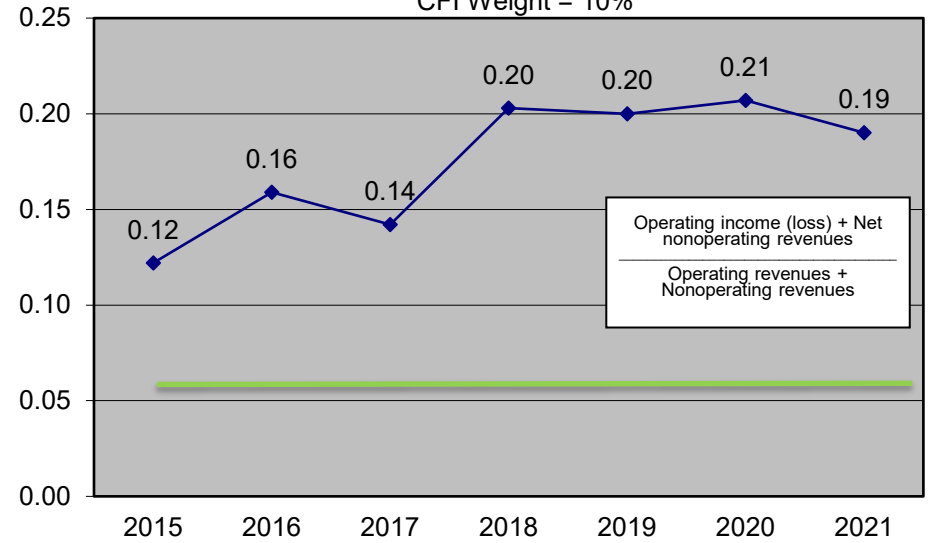
### Primary Reserve Ratio with GASB

CFI Weight = 35%



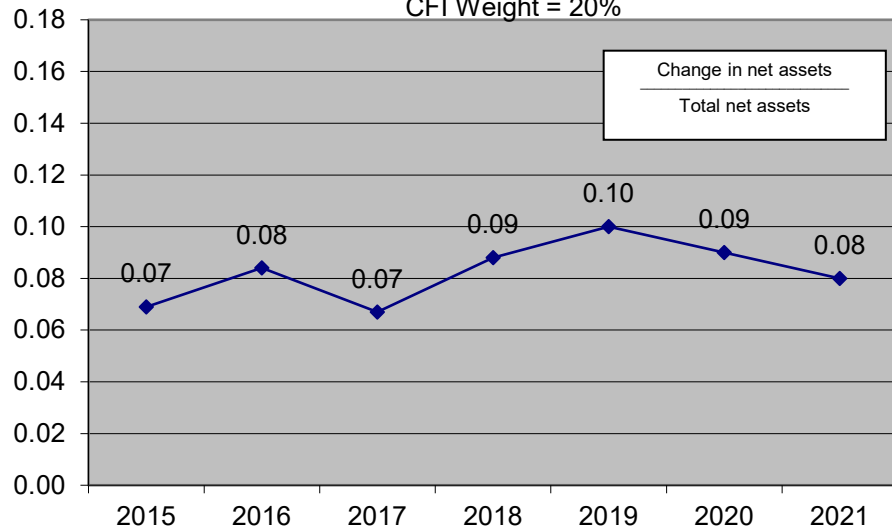
### Net Operating Revenue with GASB

CFI Weight = 10%



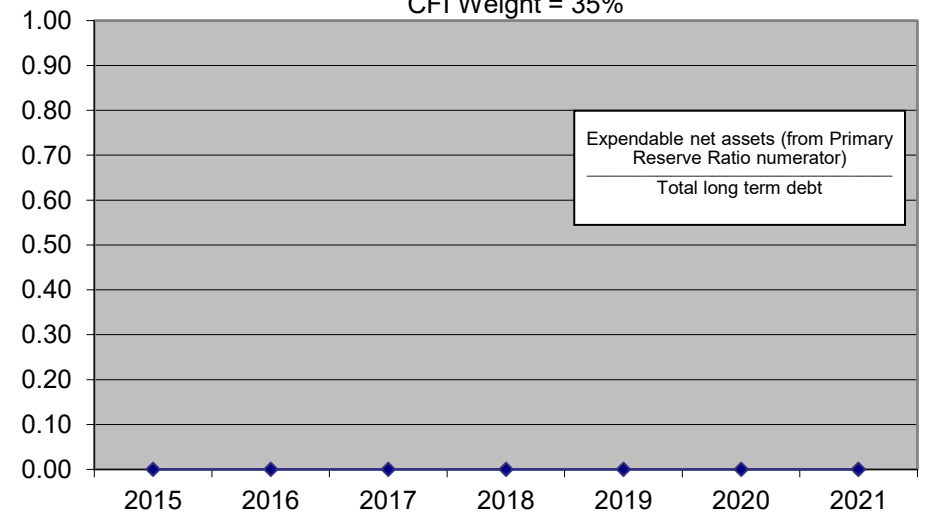
### Return on Net Assets with GASB

CFI Weight = 20%



### Viability Ratio with GASB

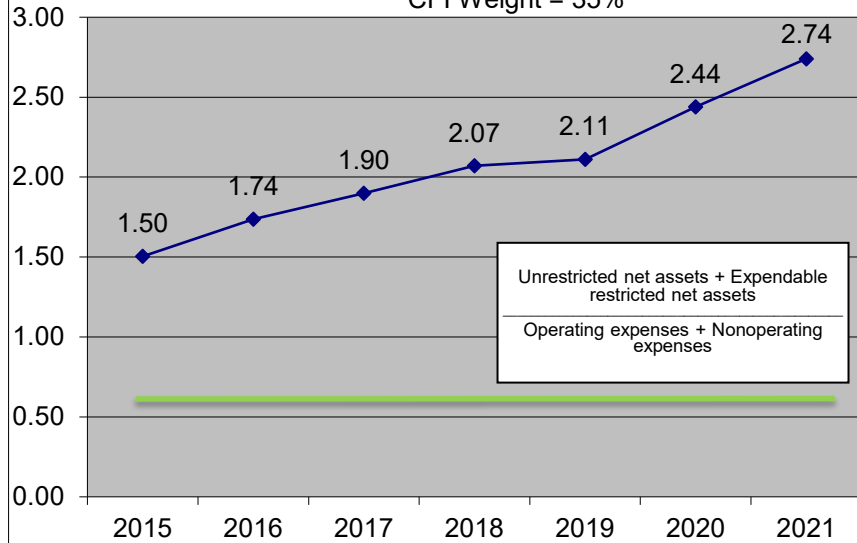
CFI Weight = 35%





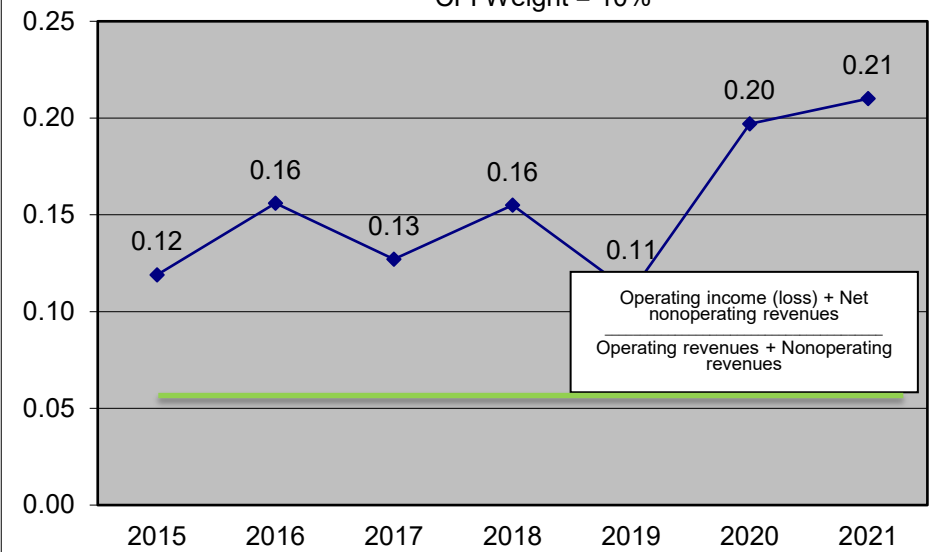
### Primary Reserve Ratio without GASB

CFI Weight = 35%



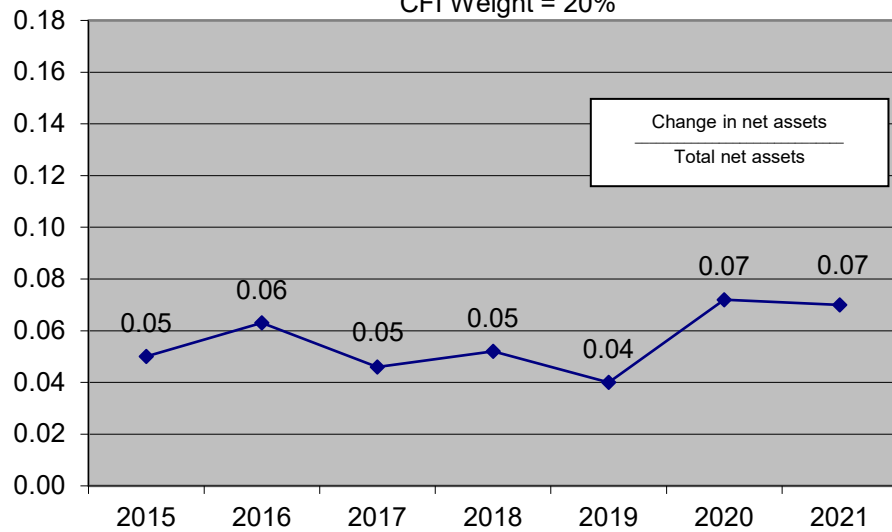
### Net Operating Revenue without GASB

CFI Weight = 10%



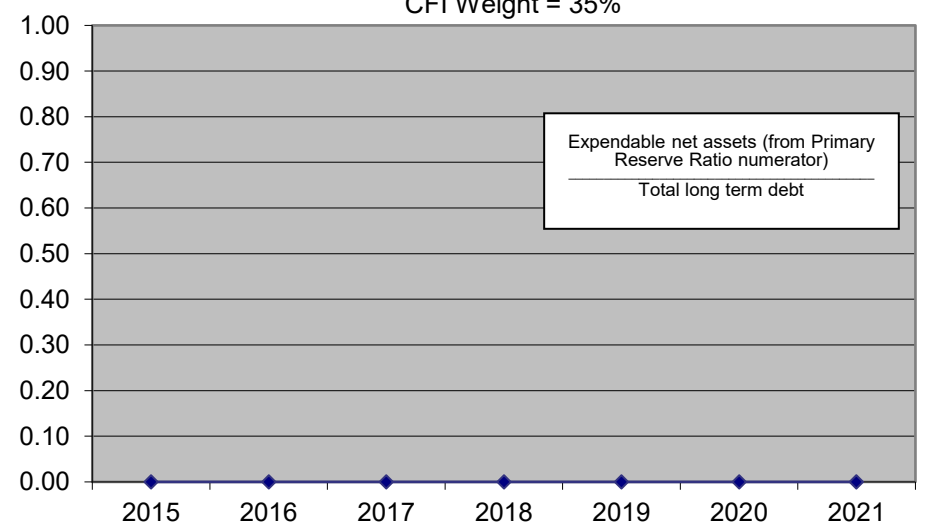
### Return on Net Assets without GASB

CFI Weight = 20%



### Viability Ratio without GASB

CFI Weight = 35%



# Navajo County Community College District Truth in Taxation Public Hearing Minutes

May 17, 2022 – 10:00 a.m.  
Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona

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**Governing Board Member Present:** Ms. Kristine Laughter; Mr. Elias Jouen; Mr. Frank Lucero; Mr. Everett Robinson.

**Governing Board Member Absent:** Mr. Derrick Leslie.

**Others Present:** President Chato Hazelbaker; Vice President for Learning and Student Services (VPLSS) Mike Solomonson; Vice President for Administrative Services (VPAS) Maderia Ellison; Director of Institutional Effectiveness Judy Yip-Reyes; Recording Secretary to the Board Paul Hempsey; Norvita Charleston; Colleen Readell; Bob Readell; Amanda Readell; Curtis Stevens; Allison Landy; David Borofsky; Betsy Wilson; Nicole Ulibarri; David Huish; Pam Dominguez; Rickey Jackson; Josh Rogers; Terrie Shevat; Gail Campbell; Amelinda Webb; Ann Hess; Cassie Dows; Frank Pinnell; Diane Joe; Jorge Meza; Lauren Maestas; Lia Keenan; Melody Niesen; Michael Broyles; Raeann Brittain; Hallie Lucas; Talaina Kor; Ruth Zimmerman; Rebecca Hunt; Wei Ma; Tamara Osborne; Olivia Jaquez; Jeremy Raisor; Matt Weber; Jeanette Hancock; Frank Orona.

## **Agenda Item 1: Call to Order**

Chair Laughter called the meeting to order at 10:00 a.m.

## **Agenda Item 2: Truth in Taxation Publication**

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.

## **Agenda Item 3: Public Hearing for Truth in Taxation**

VPAS Ellison reviewed the Proposed 2022-2023 Primary Property Tax with the Board.

Mr. Lucero confirmed that Cholla power plant had removed assets in 2021 which accounts for the large decrease seen in new construction.

## **Agenda Item 4: Call for Public Comment**

None.

## **Agenda Item 5: Adjournment**

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



Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board

DRAFT

Navajo Community College District Governing Board Truth in Taxation Hearing – 5/17/22 – Page 2 of 2



**Northland Pioneer College**

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

# Navajo County Community College District 2018-2019 Proposed Budget Public Hearing Minutes

May 17, 2022 – 10:09 a.m.  
Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona

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**Governing Board Member Present:** Ms. Kristine Laughter; Mr. Elias Jouen; Mr. Frank Lucero; Mr. Everett Robinson.

**Governing Board Member Absent:** Mr. Derrick Leslie.

**Others Present:** President Chato Hazelbaker; Vice President for Learning and Student Services (VPLSS) Mike Solomonson; Vice President for Administrative Services (VPAS) Maderia Ellison; Director of Institutional Effectiveness Judy Yip-Reyes; Recording Secretary to the Board Paul Hempsey; Norvita Charleston; Colleen Readell; Bob Readell; Amanda Readell; Curtis Stevens; Allison Landy; David Borofsky; Betsy Wilson; Nicole Ulibarri; David Huish; Pam Dominguez; Rickey Jackson; Josh Rogers; Terrie Shevat; Gail Campbell; Amelinda Webb; Ann Hess; Cassie Dows; Frank Pinnell; Diane Joe; Jorge Meza; Lauren Maestas; Lia Keenan; Melody Niesen; Michael Broyles; Raeann Brittain; Hallie Lucas; Talaina Kor; Ruth Zimmerman; Rebecca Hunt; Wei Ma; Tamara Osborne; Olivia Jaquez; Jeremy Raisor; Matt Weber; Jeanette Hancock; Frank Orona.

## **Agenda Item 1: Call to Order**

Chair Laughter called the meeting to order at 10:09 a.m.

## **Agenda Item 2: Presentation of Proposed 2022-2023 Budget**

VPAS Ellison addressed the Board and presented the Proposed 2022-2023 Budget commenting that the preliminary budget approved by the Board could not be increased but can be decreased. VPAS Ellison reported that the capital budget had in fact been reduced by \$200,000.00.

## **Agenda Item 3: Call for Public Comment**

None.

## **Agenda Item 4: Adjournment**

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

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board

Navajo Community College District Proposed Budget Public Hearing – 5/17/22 – Page 1 of 1



# Northland Pioneer College

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

# Navajo County Community College District Special Board Meeting Minutes

May 17, 2022 – 10:16 a.m.  
Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona

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**Governing Board Member Present:** Ms. Kristine Laughter; Mr. Elias Jouen; Mr. Frank Lucero; Mr. Everett Robinson.

**Governing Board Member Absent:** Mr. Derrick Leslie.

**Others Present:** President Chato Hazelbaker; Vice President for Learning and Student Services (VPLSS) Mike Solomonson; Vice President for Administrative Services (VPAS) Maderia Ellison; Director of Institutional Effectiveness Judy Yip-Reyes; Recording Secretary to the Board Paul Hempsey; Norvita Charleston; Colleen Readell; Bob Readell; Amanda Readell; Curtis Stevens; Allison Landy; David Borofsky; Betsy Wilson; Nicole Ulibarri; David Huish; Pam Dominguez; Rickey Jackson; Josh Rogers; Terrie Shevat; Gail Campbell; Amelinda Webb; Ann Hess; Cassie Dows; Frank Pinnell; Diane Joe; Jorge Meza; Lauren Maestas; Lia Keenan; Melody Niesen; Michael Broyles; Raeann Brittain; Hallie Lucas; Talaina Kor; Ruth Zimmerman; Rebecca Hunt; Wei Ma; Tamara Osborne; Olivia Jaquez; Jeremy Raisor; Matt Weber; Jeanette Hancock; Frank Orona.

## **Agenda Item 1: Call to Order**

Chair Laughter called the meeting to order at 10:16 a.m.

## **Agenda Item 2: Request to Approve 2022-2023 Proposed Tax Levy**

VPAS Ellison reviewed the Request to Approve the 2022-2023 Proposed Tax Levy.

Mr. Lucero noted that the county was currently suffering, and residents were having to tighten their belts and get by with less. He believed the college should do the same and would therefore oppose the proposed levy rate.

*Mr. Robinson moved to set the 2022-2023 primary property tax rate at 1.7505, generating a tax levy of \$16,084,078. The motion was seconded by Mr. Jouen. The vote carried upon a roll-call vote, with affirmative votes from Mr. Robinson, Mr. Jouen, and Chair Laughter. Mr. Lucero opposed.*

## **Agenda Item 3: Request to Approve 2022-2023 Proposed Budget**

VPAS Ellison reviewed the proposed 2022-2023 budget, once again highlighting the reduction in capital spending of \$200,000.00.

*Mr. Jouen moved to approve the proposed 2022-2023 budget as presented. The motion was seconded by Mr. Robinson. The vote carried upon a roll-call vote, with affirmative votes from Mr. Robinson, Mr. Jouen, Mr. Lucero, and Chair Laughter. There were no votes against.*

Navajo Community College District Governing Board Special Meeting – 5/17/22 – Page 1 of 2



# Northland Pioneer College

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**Agenda Item 4: Request to Adopt 2023-2025 Proposed Capital Budget**

VPAS Ellison reviewed the 2023-2025 capital budget proposal noting only the first year was included in the approved budget and the following two years were for guidance and could change.

*Mr. Robinson moved to approve the proposed 2023-2025 Capital Budget as presented. The motion was seconded by Mr. Jouen. The vote carried upon a roll-call vote, with affirmative votes from Mr. Robinson, Mr. Jouen, Mr. Lucero, and Chair Laughter. There were no votes against.*

**Agenda Item 5: Adjournment**

*The meeting was adjourned at 10:21 a.m. upon a motion by Mr. Lucero, a second by Mr. Robinson. The motion carried upon a roll-call vote with Mr. Jouen, Mr. Robinson, Mr. Lucero, and Chair Laughter voting in favor. There were no votes against.*

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board





# Navajo County Community College District Governing Board Meeting Minutes

May 17, 2022 – 10:00 a.m.  
Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona

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**Governing Board Member Present:** Ms. Kristine Laughter; Mr. Elias Jouen; Mr. Frank Lucero; Mr. Everett Robinson.

**Governing Board Member Absent:** Mr. Derrick Leslie.

**Others Present:** President Chato Hazelbaker; Vice President for Learning and Student Services (VPLSS) Mike Solomonson; Vice President for Administrative Services (VPAS) Maderia Ellison; Director of Institutional Effectiveness Judy Yip-Reyes; Recording Secretary to the Board Paul Hempsey; Norvita Charleston; Colleen Readel; Bob Readel; Amanda Readel; Curtis Stevens; Allison Landy; David Borofsky; Betsy Wilson; Nicole Ulibarri; David Huish; Pam Dominguez; Rickey Jackson; Josh Rogers; Terrie Shevat; Gail Campbell; Amelinda Webb; Ann Hess; Cassie Dows; Frank Pinnell; Diane Joe; Jorge Meza; Lauren Maestas; Lia Keenan; Melody Niesen; Michael Broyles; Raeann Brittain; Hallie Lucas; Talaina Kor; Ruth Zimmerman; Rebecca Hunt; Wei Ma; Tamara Osborne; Olivia Jaquez; Jeremy Raisor; Matt Weber; Jeanette Hancock; Frank Orona.

## **Agenda Item 1: Call to Order and Pledge of Allegiance**

Chair Laughter called the meeting to order at 10:21 a.m. and led the Pledge of Allegiance.

## **Agenda Item 2: Adoption of Agenda**

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

## **Agenda Item 3: Call for Public Comment**

None.

## **Agenda Item 4: Award of Emeritus and Meritorious Status**

### **a. Colleen Readel**

President Hazelbaker addressed the Board and asked the Board to approve the recommendation to award Emeritus status to Colleen Readel.

*Mr. Jouen moved to approve the award of Emeritus status to Colleen Readel. Mr. Robinson seconded the motion. The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, and Chair Laughter voting in favor. There were no votes against.*



VPAS Ellison presented the award of Administrative Emeritus to Colleen Readell, detailing the long history and achievements of Colleen's service at the college.

**b. Rickey Jackson**

VPLSS Solomonson presented the award of Administrator Emeritus to Rickey Jackson, thanking him for his service and providing highlights from his life and career both during his time at the college as well as prior to joining.

**c. Michael Chance**

Curtis Stevens noted that Michael Chance could not be at the meeting this morning but would be provided with the Meritorious Service award at a later date and spoke of the way Michael supported students at the college and would be greatly missed.

## **Agenda Item 5: Discussion Items**

### **5.A. Standing Presentations:**

#### **5.A.1. Financial Position**

VPAS Ellison addressed the Board and presented the monthly Financial Position report for the period to March 31<sup>st</sup>.

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

No Report.

#### **5.A.3. Faculty Association**

Melody Niesen, outgoing Faculty Association Co-President, introduced the new Co-Presidents, Ryan Jones, Faculty in English, and Frank Pinnell, Faculty in Welding, and asked Frank Pinnell to provide some highlights from the recent completion ceremonies and job fair.

Melody Niesen and Dr. Amelinda Webb thanked the President and Board for supporting faculty throughout the year.

#### **5.A.4. Classified & Administrative Staff Organization (CASO)**

No Report.

#### **5.A.5. NPC Friends and Family**

Betsy Wilson, Director of NPC Friends and Family, addressed the Board and provided an update on recent, and upcoming, activities as well as highlighting scholarship awards for the Fall semester.

#### **5.A.6. Human Resources**

Written Report.

President Hazelbaker highlighted some of the positions on the report that had been recently filled.



#### **5.A.7. Construction Report**

David Huish, Director of Construction, provided a report on the construction projects around the college.

Mr. Robinson confirmed that APS (Arizona Public Service) would not be available for some time to complete electrical work. Director Huish noted it would be September before they were on site and the project would be completed in September or October.

Mr. Lucero asked when the work at Show Low would be complete. Director Huish responded that it was scheduled to be complete on December 27<sup>th</sup>, 2022 but arrangements had already been made to allow college equipment to be moved in while finishing touches were ongoing. This should allow students to utilize the building for Spring 2023.

#### **5.A.8. President's Report**

President Hazelbaker thanked members of the Board for their participation in Commencement on Saturday and for passing the budget earlier in the meeting.

President Hazelbaker followed Director Huish report on construction at the Silver Creek Campus with more information on the pilot One Stop Shop model the college planned to begin. President Hazelbaker reported on some exciting grant opportunities the college was investigating that may also help with these efforts.

President Hazelbaker noted the disappointment on not hiring an Associate Vice President – Human Resources (AVPHR) this last round but provided details on how the college would move forward. Mr. Lucero asked when the redesigned advertisements for an AVPHR search would go out. President Hazelbaker commented that he believed they would start being published around July 1<sup>st</sup>.

President Hazelbaker informed the Board on recent developments on the accreditation process and what the Higher Learning Commission (HLC) may be looking at specifically during the next visit. Mr. Jouen asked when we should expect the next onsite visit by HLC and Dr. Judy Yip-Reyes provided the visit schedule.

#### **5.B. Enrollment Report**

President Hazelbaker provided the Enrollment Report for Spring 2022 with a year-on-year comparison. President Hazelbaker also provided information on the efforts to grow enrollment in the future.

Mr. Lucero asked what percentage of students were considered full-time and how many were above the full-time load at the college. President Hazelbaker responded that between 18-20% of students were full-time and he would have to pull the data on how many were above the full-time load and provide it to the Board at a later date.



### ***5.C. Baccalaureate degrees at Northland Pioneer College***

Dr. Allison Landy, Associate Dean Educator Programs, addressed the Board and provided a progress update from the Ad Hoc task force looking at the potential of offering Baccalaureate degrees at NPC.

Mr. Lucero asked if the college would know the number of new faculty needed to operate a Baccalaureate degree program in Early Childhood Education, and space for the program. Dr. Landy responded that the college should be able to provide a very good estimate. President Hazelbaker responded that a business plan was part of the discussion and would inform a decision on space needs.

Mr. Jouen asked about state funding for Baccalaureate degrees. President Hazelbaker responded that he would be meeting with the college lobbyist to discuss the bill language as it was unclear what a state appropriation might look like and what can be charged for tuition. Mr. Lucero noted that it would be beneficial to keep tuition low and take advantage of it. President Hazelbaker agreed and also discussed Financial Aid and the potential for the college to offer loans. Dr. Landy provided information on what Maricopa Community College District was planning.

Mr. Jouen noted the need to market Baccalaureate degrees within the communities as there is an incorrect perception that they will impact property taxes.

Chair Laughter thanked Dr. Landy for the presentation and asked about the gap in Financial Aid for the first cohort of students. Dr. Landy noted that it is only Pell grants the students could not avail themselves of but there were plenty of scholarship options through NPC Friends and Family or external entities. Dr. Landy also noted that her department did one-on-one advising and part of that was scholarship applications.

### ***5.D. President's Evaluation***

President Hazelbaker reviewed the process for his review by the Board and college.

Chair Laughter asked Secretary Robinson to assume Chair duties as she was experiencing connection issues.

## **Agenda Item 6: Consent Agenda**

- A. March 15, 2022 Regular Board Meeting Minutes**
- B. March 15, 2022 Work Session Minutes**
- C. April 19, 2022 Regular Board Meeting Minutes**
- D. Board Policies 1000 through 1962**

Mr. Lucero asked for item D be removed for discussion.

*Mr. Jouen moved to remove Item D and approve items A, B, and C from the Consent Agenda as presented. Mr. Lucero seconded the motion. **The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, and Chair Laughter voting in favor. There were no votes against.***



#### **6.D. Board Policies 1000 through 1962**

Chair Lucero asked for an amendment to Policy 1117 which was becoming Policy 1016. The Board, with help from President Hazelbaker and Dr. David Borofsky, discussed the proposed language updates, with Dr. Borofsky offering to work with Mr. Lucero on drafting an additional policy to address the discussed needs.

*Mr. Jouen moved to approve Policies 1000 through 1962 as originally presented and to ask Dr. Borofsky to assist with creation of an additional policy to address Mr. Lucero's concerns. Ms. Laughter seconded the motion. **The motion carried upon a roll-call vote with Mr. Jouen, Mr. Robinson, and Chair Laughter voting in favor. Mr. Lucero voted against.***

Secretary Robinson called for a short break. Mr. Jouen left the meeting at 12:25 p.m.

### **Agenda Item 7: For Discussion and Possible Action**

#### **7A. Old Business**

*None.*

#### **7B. New Business**

##### **7.B.1. Board Chair Travel to ACCT Leadership Congress**

President Hazelbaker reviewed the request to approve travel for Chair Laughter to attend the Association of Community College Trustees (ACCT) Leadership Congress.

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

##### **7.B.2. Resolution Supporting Establishment of Mr. Daniel Peaches Presidential Scholar**

President Hazelbaker outlined the creation of a scholarship in honor of former Board member Daniel Peaches and asked for the current Board to provide their support.

Betsy Wilson clarified that the Friends and Family Board had not yet approved the new scholarship but she did not feel it would be an issue.

*Mr. Lucero made a motion to support the creation of a scholarship in honor of Mr. Daniel Peaches as presented. Ms. Laughter seconded. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Robinson, and Chair Laughter voting in favor. There were no votes against.***

##### **7.B.3. Request to Approve Tower Maintenance Contract**

President Hazelbaker reviewed the request to award a contract for tower maintenance and support services to JTS as a sole source provider.

*Mr. Lucero made a motion to approve the contract with JTS in the amount of \$110,155.90 as presented. Ms. Laughter seconded. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Robinson, and Chair Laughter voting in favor. There were no votes against.***



#### **7.B.4. Request to Approve Equipment Warranty**

President Hazelbaker reviewed the request to purchase warranty on the recently purchased Cisco equipment noting the funding would also come from the Rural Utilities Services – Distance Learning and Technology (RUS-DLT) grant for a total cost of \$47,945.37

*Mr. Lucero made a motion to approve the purchase of a warranty from CDW-G for a total cost of \$47,945.37. Ms. Laughter seconded. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Robinson, and Chair Laughter voting in favor. There were no votes against.***

#### **7.B.5. Request to Approve the Designs for Parking Lot Expansion & Front Office Remodel**

VPAS Ellison asked Director Huish to present the designs for parking lot expansion and the Learning Center remodel at the Winslow Campus.

Mr. Lucero asked if there was a way to connect the new parking lot to the road from the south rather than have everyone drive a full circle around the college buildings. Director Huish responded that the college property did not connect to the road at any other location. Mr. Lucero suggested a connection south of the Blunk Health Sciences Center, even if it was one way. Director Huish responded that it could be a possibility for the future if it would not interfere with any expansion of the Blunk Health Sciences Center.

Mr. Robinson asked if more handicap parking spaces would be required. Director Huish responded that the grade change between the new parking area and campus buildings would rule out handicap parking being included, but he would be working with the designers to potentially add more spaces in the parking lot immediately adjacent to the Blunk building.

Mr. Lucero asked if staff at the Winslow Campus had seen and approved the plans. President Hazelbaker responded that it had been a topic at the recent listening session on campus.

*Mr. Lucero made a motion to approve the designs for Parking Lot Expansion & Front Office Remodel at the Winslow campus as presented. Ms. Laughter seconded. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Robinson, and Chair Laughter voting in favor. There were no votes against.***

### **Agenda Item 8: DGB Agenda Items and Informational Needs for Future Meetings**

Mr. Robinson noted the request for additional policy language from Mr. Lucero for the June meeting.

Mr. Robinson also noted that he and Chair Laughter had met with Dr. Jan Bocker, Chair of the Gila Provisional Community College board, about being an educational partner during their application for accreditation and suggested a discussion be added to a future agenda.





### **Agenda Item 9: Board Report/Summary of Current Event**

Chair Laughter commented on the recent meeting of the Arizona Association of Community College Trustees who visited the Helios Foundation building in Phoenix and the amount of information they had which the college could potentially make use of.

Mr. Robinson announced the Fire Science Completers ceremony on Wednesday, May 18<sup>th</sup> starting 6:00 p.m. at the Performing Arts Center. The White Mountain Symphony Orchestra would play a concert on June 4 starting 3:00 p.m. at the Show Low School District Auditorium. The Barbershop Chorus would have a concert at Blue Ridge High School on July 23 at 1 p.m. and 6 p.m.


### **Agenda Item 10: Announcement of Next Regular Meeting**

Regular District Governing Board meeting on Tuesday, June 21, 2022 at 10 a.m.

### **Agenda Item 11: Adjournment**

*Secretary Robinson declared the meeting adjourned at 1:06 p.m.*

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
DISHCHII'BIKOH COMMUNITY SCHOOL**

This Intergovernmental Agreement ("Agreement") is entered into between Navajo County Community College District (dba Northland Pioneer College; "College"), and Dishchii'bikoh Community School ("School District") (collectively "Parties"). Both Parties are public agencies as defined in Arizona Revised Statutes ("A.R.S") § 11951.

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), and § 15-1444(B)(4), and for School District specifically, the School District Articles of Incorporation, the laws of the White Mountain Apache Tribe, and the Tribally Controlled School Act.

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

- a. After the governing boards of School District and College have approved it; and
  - b. On the date that authorized representatives of both Parties have signed it (“Effective Date”).
- B. The term of this Agreement shall be from the Effective Date through June 30, 2024 (“Term”).

#### **4. OBLIGATIONS OF COLLEGE**

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

##### **4.1 General Course Requirements**

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

##### **4.2 Instructors and Instruction**

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



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

#### **4.3 Policy and Procedure**

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

#### **4.4 Students with Disabilities**

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

#### **4.5 Reporting**

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

### **5. OBLIGATIONS OF SCHOOL DISTRICT**

- A. Shall provide classroom space, as agreed upon by the College and the District, to establish a distance education classroom. The space shall be made available and staffed in accordance with the College calendar and without regard to District holidays, days off, and early-release days.

- B. Shall provide to the College a list of course requests and anticipated enrollment by January 18<sup>th</sup> for any class to begin the following Fall semester, and September 1<sup>st</sup> for any classes to begin the following Spring semester.
- C. Shall ensure that each student enrolling in a course is aware that the student is participating in a college level course, even though provided at the school, and should act appropriately, which includes the expectation that students be on time and remain in class for the duration of the session.
- D. Shall assist the College in identifying and enrolling appropriate high school students in concurrent enrollment courses.
- E. Shall provide a District employee as a classroom aide during all high school concurrent enrollment courses delivered via video conferencing. During the time the class is in session, the aide shall be present in the classroom and shall be available by phone, either mobile or landline.
- F. Shall provide local technical support for the equipment.
- G. Shall coordinate equipment and technical support needs with the college's Technical Advancement and Support Division (TAS).
- H. Will adhere to College policy regarding billing and refunding for students who withdraw.
- I. Will hold students accountable to the college's Student Conduct Code as outlined in the current college catalog.
- J. Shall not use the equipment for any purpose other than NPC classes or NPC adult basic education classes, which includes but is not limited to the attachment of any non-related cable or external devices to the Cisco equipment in the classrooms.
- K. Shall submit student registration forms to NPC prior to District students leaving for summer break.
- L. Shall provide College-identified textbooks to participating students. District may make a determination as to textbook cost recovery based on District needs.
- M. Shall identify a District employee to serve as primary District Project contact.
- N. With regard to nondiscrimination of persons with disabilities, shall assist students with the process of self-identification in order to receive appropriate services.

## **5.1 Policy and Procedure**

- A. School District will ensure that each student seeking enrollment in a Concurrent Enrollment Course:
  - i. has completed the necessary College admissions and registration process;
  - ii. has completed College assessment examinations, if required by College;
  - iii. is aware the student is subject to both School District policies and procedures and College policies and procedures;
  - iv. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and



- v. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.

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

## **5.2 Students with Disabilities**

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

## **5.3 Reporting**

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

## **6. MUTUAL AGREEMENTS**

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

### **6.1 The College Instructor**

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

### **6.2 Students**

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

### **6.3 Removal from Course**

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

### **6.4 Schedule**

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

ECN 211 • Principles of Macroeconomics 3 credits  
ENL 101 • College Composition I 3 credits  
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POS 110 • American Government 3 credits  
SPA 101 • Elementary Spanish I 4 credits  
SPA 102 • Elementary Spanish II 4 credits

### **6.5 Guidelines**

School District and College shall ensure that each student enrolled in a Concurrent Enrollment Course, and all personnel of School District and all personnel of College who are involved in the Concurrent enrollment program are



provided with Concurrent enrollment guidelines, and that such persons agree to review and comply with the guidelines.

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

**7.1 Fees**

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

**7.2 Cost-Sharing**

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

**7.3 Supplies**

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

**7.4 Tuition**

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

**7.5 Billing Format**

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

## **8. RECORDS**

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

## **9. CONFIDENTIALITY**

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

## **10. TERMINATION/DISPOSITION OF PROPERTY**

### **10.1 Termination**

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

### **10.2 No Relief from Obligations**

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

### **10.3 Disposition of Property**

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

## **11. RESPONSIBILITY**

### **11.1 Conduct of Operations**

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

#### **11.2 Indemnification**

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

#### **12. CANCELLATION FOR CONFLICT OF INTEREST**

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

#### **13. NON-ASSIGNABILITY**

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

#### **14. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

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

#### **15. RIGHTS/OBLIGATIONS OF PARTIES ONLY**

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

#### **16. ENTIRE AGREEMENT**

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

#### **17. INVALIDITY OF PART OF THE AGREEMENT**



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

**18. GOVERNING LAW**

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

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

**19. NOTICE**

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

If to College:

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


If to School District:

Marilou Areno, Superintendent  
Dishchii'bikoh Community School  
P.O. Box 80068  
Cibecue, AZ 85911

COLLEGE

SCHOOL DISTRICT

\_\_\_\_\_  
By: Chato Hazelbaker  
Title: President

  
\_\_\_\_\_  
By: Marilou Areno  
Title: Superintendent

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

### REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. §11-952(D), the attorney for the College 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 College, and the attorney for the School District has determined that the foregoing Agreement is in the proper form and is within the powers and authority granted under the School District Articles of Incorporation, the laws of the White Mountain Apache Tribe, and the Tribally Controlled School Act.

By: Kristin Mackin

Kristin Mackin

Counsel for Navajo County Community

College District

Dated: 5/12/2022

By: George Hesse

George Hesse

Counsel for School District

Dated: 5/5/22

**EXHIBIT A**  
**TYPE OF INSTRUCTION**  
**CONCURRENT ENROLLMENT COURSES**

**COURSES AND CREDITS**

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

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

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

## EXHIBIT B

### FINANCIAL PROVISIONS

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

#### 1. INSTRUCTORS

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

       School District shall provide and pay all instructors.

☒ College shall provide and pay all instructors.

       Each party shall provide and pay for instructors as follows:

\_\_\_\_\_

\_\_\_\_\_

#### 2. PAYMENTS TO THE SCHOOL DISTRICT:

N/A

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

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

#### ADDITIONAL FEES AND/OR COSTS:

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

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

#### 4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

*Check the appropriate line:*

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

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



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

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

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

**5. FINANCIAL AID**

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

**6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE**

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

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

N/A

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

**7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION**

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$ 1,554,800

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

\$ 0

Amount School District returned to College:

(Specify percentage or dollar amount)

\$ 0



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
WHITERIVER UNIFIED SCHOOL DISTRICT NO.20**

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (dba Northland Pioneer College; “College”), and Whiteriver 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), § 15-901.07, and § 15-1445.

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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

- b. On the date that authorized representatives of both Parties have signed it (“Effective Date”).
- B. The term of this Agreement shall be from the Effective Date through June 30, 2024 (“Term”).

#### **4. OBLIGATIONS OF COLLEGE**

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

##### **4.1 General Course Requirements**

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

##### **4.2 Instructors and Instruction**

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

#### **4.3 Policy and Procedure**

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

#### **4.4 Students with Disabilities**

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

#### **4.5 Reporting**

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

### **5. OBLIGATIONS OF SCHOOL DISTRICT**

- A. Shall provide classroom space, as agreed upon by the College and the District, to establish a distance education classroom. The space shall be made available and staffed in accordance with the College calendar and without regard to District holidays, days off, and early-release days.
- B. Shall provide to the College a list of course requests and anticipated enrollment by January 18<sup>th</sup> for any class to begin the following Fall semester, and September 1<sup>st</sup> 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.

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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.

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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.

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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:

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## **6.5 Guidelines**

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

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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.

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- 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.

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### **10.1 Termination**

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

### **10.2 No Relief from Obligations**

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

### **10.3 Disposition of Property**

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

## **11. RESPONSIBILITY**

### **11.1 Conduct of Operations**

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while

performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

#### **11.2 Indemnification**

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

#### **12. CANCELLATION FOR CONFLICT OF INTEREST**

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

#### **13. NON-ASSIGNABILITY**

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

#### **14. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

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

#### **15. RIGHTS/OBLIGATIONS OF PARTIES ONLY**

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

#### **16. ENTIRE AGREEMENT**

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

#### **17. INVALIDITY OF PART OF THE AGREEMENT**



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

## 18. GOVERNING LAW

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

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

## 19. NOTICE

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

If to College:

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

If to School District:


Jennifer Plath, Superintendent  
Whiteriver Unified School District No.20  
P.O. Box 190  
Whiteriver, AZ 85941

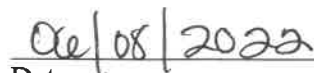
COLLEGE

\_\_\_\_\_  
By: Chato Hazelbaker  
Title: President

\_\_\_\_\_  
Date

SCHOOL DISTRICT

  
\_\_\_\_\_  
By: Jennifer Plath  
Title: Superintendent

  
\_\_\_\_\_  
Date

**REVIEWED AND APPROVED AS TO FORM**

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

*Kristin Mackin*

By: Kristin Mackin

Title: Attorney, Sims Mackin

Counsel for Navajo County Community  
College District

Date: 6/14/22

*Sesaly O. Stamps*

By:

*Sesaly O. Stamps*

Title: *Attorney*

Counsel for Whiteriver Unified School  
District No.20

Date: *5/27/2022*

**EXHIBIT A**  
**TYPE OF INSTRUCTION**  
**CONCURRENT ENROLLMENT COURSES**

**COURSES AND CREDITS**

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

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

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

## EXHIBIT B

### FINANCIAL PROVISIONS

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

**1. INSTRUCTORS**

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

\_\_\_\_\_ School District shall provide and pay all instructors.

☒ College shall provide and pay all instructors.

\_\_\_\_\_ Each party shall provide and pay for instructors as follows:

---

---

**2. PAYMENTS TO THE SCHOOL DISTRICT:**

N/A

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

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

**ADDITIONAL FEES AND/OR COSTS:**

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

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

**4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS**

*Check the appropriate line:*

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

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



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

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

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

**5. FINANCIAL AID**

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

**6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE**

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

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

N/A

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

**7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION**

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$ 1,554,800

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

\$ 0

Amount School District returned to College:

(Specify percentage or dollar amount)

\$ 0

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
WHITERIVER UNIFIED SCHOOL DISTRICT NO.20**

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (dba Northland Pioneer College; “College”), and Whiteriver 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. § 15-342(13), § 15-701.01(F), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 *et seq.* This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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

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

#### **4. OBLIGATIONS OF COLLEGE**

##### **4.1 General Course Requirements**

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

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

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

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

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

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

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

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

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

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

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

#### **4.2 Instructors and Instruction**

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

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

#### **4.3 Assessment and Monitoring**

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

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

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

#### **4.4 Policy and Procedure**

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

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

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



#### **4.5 Students with Disabilities**

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

B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act ("ADA") and the Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

### **5. OBLIGATIONS OF SCHOOL DISTRICT**

#### **5.1 General Course Requirements**

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at a School District facility.

D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.

E. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

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

## **5.2 Instructors and Instruction**

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

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

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

## **5.3 Assessment and Monitoring**

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

## **5.4 Policy and Procedure**

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

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

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

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

## **5.5 Students with Disabilities**

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

## **5.6 Facilities and Funding**

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

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

# **6. MUTUAL AGREEMENTS**

## **6.1 Instructor**

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

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

## **6.2 Students**

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

## **6.3 Removal from Course**

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

## **6.4 Schedule and Number of Students**

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

## **6.5 Availability of Instructors**

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

## **6.6 Guidelines**

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

## **6.7 Rigor of Courses**



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

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

**7.1 Fees**

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

**7.2 Supplies**

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

**7.3 Tuition**

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

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

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

**7.4 Billing Format**

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

**7.5 Manner of Financing**

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

**8. RECORDS**

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

## **9. CONFIDENTIALITY**

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

## **10. TERMINATION/DISPOSITION OF PROPERTY**

### **10.1 Termination**

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

### **10.2 No Relief from Obligations**

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

### **10.3 Disposition of Property**

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

## **11. RESPONSIBILITY**

### **11.1 Conduct of Operations**

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

### **11.2 Indemnification**

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

**12. CANCELLATION FOR CONFLICT OF INTEREST**

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

**13. NON-ASSIGNABILITY**

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

**14. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

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

**15. RIGHTS/OBLIGATIONS OF PARTIES ONLY**

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

**16. ENTIRE AGREEMENT**

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

**17. INVALIDITY OF PART OF THE AGREEMENT**

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

**18. GOVERNING LAW**

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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:

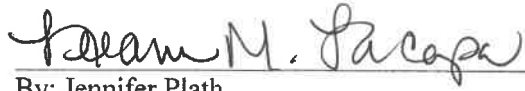
Jennifer Plath, Superintendent  
Whiteriver Unified School District No.20  
P.O. Box 190  
Whiteriver, AZ 85941



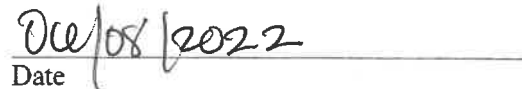
COLLEGE

SCHOOL DISTRICT

By: Chato Hazelbaker  
Title: President


  
By: Jennifer Plath  
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: 6/14/22

  
By: Sesaly O. Stamps  
  
Title: Attorney  
Counsel for Whiteriver Unified School  
District No.20  
Date:

## EXHIBIT A

### TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

#### COURSES AND CREDITS

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

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

WRV	ACO	BUS100	INTRODUCTION TO BUSI	NGO, JOHANN	3
WRV	ACO	BUS105	TECHNIQUES OF SUPERV	NGO, JOHANN	3
WRV	ACO	BUS106	TECHNIQUES OF PERSON	NGO, JOHANN	3
WRV	ACO	BUS110	SMALL BUSINESS MANAG	NGO, JOHANN	3
WRV	ACO	BUS203	INTRO TO BUSINESS CO	NGO, JOHANN	3
WRV	ACO	BUS210	PRINCIPLES OF MANAGE	NGO, JOHANN	3
WRV	ACO	BUS220	PRINCIPLES OF MARKET	NGO, JOHANN	3
WRV	ACO	BUS231	MS OFFICE LEVEL I	NGO, JOHANN	3
WRV	ACO	ECD108	OBSERV AND ASSESS EA	ENDFIELD, L	1
WRV	ACO	ECD110	BLDG RELATIONSHIPS W	ENDFIELD, L	1
WRV	ACO	ECD128	CULTURE LANGUAGE AND	ENDFIELD, L	1
WRV	ACO	ECD141	HEALTHY AND SAFE EAR	ENDFIELD, L	2
WRV	ACO	ECD175	PROFESSIONALISM	ENDFIELD, L	1
WRV	ACO	ECD184	EARLY SOCIAL AND EMO	ENDFIELD, L	2
WRV	ACO	ECD186	EFFECTIV INTERACTNS	ENDFIELD, L	1
WRV	ACO	ECD187	SUPPORTNG STEM IN EA	ENDFIELD, L	1
WRV	ACO	ECD200	INTRO TO EARLY CHLDH	ENDFIELD, L	3
WRV	ACO	ECD217	EARLY CHLDHD LANGUAG	ENDFIELD, L	1
WRV	ACO	ECD233	POLIC PROCEDUR EARLY	ENDFIELD, L	2
WRV	ACO	ECD250	SURVEY OF CHILD DEVE	ENDFIELD, L	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. *(Indicate N/A if there is no cap.)*

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

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

##### TUITION:

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

##### ADDITIONAL FEES AND/OR COSTS:

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

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

#### 4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

*Check the appropriate line:*

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

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

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

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

**5. FINANCIAL AID**

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

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

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

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

**6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE**

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

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

N/A

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

**7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION**

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$ 1,554,800

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

\$ 0

Amount School District returned to College:

(Specify percentage or dollar amount)

\$ 0



**RESOLUTION NO. 3**

**A RESOLUTION OF THE NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD,  
DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2023 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 2023 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 21st day of June, 2022 .

**Approved as to form:**

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Kristine Laughter, Chairman

  
\_\_\_\_\_  
Kristin Mackin, College Legal Counsel

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
NEW MEXICO HIGHER EDUCATION DEPARTMENT and  
COCHISE COUNTY COMMUNITY COLLEGE DISTRICT,  
PINAL COUNTY COMMUNITY COLLEGE DISTRICT,  
GRAHAM COUNTY COMMUNITY COLLEGE DISTRICT,  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT, AND  
PIMA COUNTY COMMUNITY COLLEGE DISTRICT**

**FOR  
NEW MEXICO - ARIZONA TUITION RECIPROCITY**

THIS AGREEMENT (hereinafter "Agreement") is made by and between the New Mexico Higher Education Department, an agency of the State of New Mexico (hereinafter "NMHED") and the following Arizona community college districts, each a separate Party to this Agreement - Cochise County Community College District (aka Cochise College), Pinal County Community College District (aka Central Arizona College), Graham County Community College District (aka Eastern Arizona College), Navajo County Community College District (aka Northland Pioneer College) and Pima County Community College District (aka Pima Community College), all political subdivisions of the State of Arizona (hereinafter individually a "District" and collectively the "Districts"), each a "Party" and collectively the "Parties."

**STATEMENT OF PURPOSE**

In order to improve educational opportunities for the students of their respective states, the NMHED and the Districts have identified circumstances in which undergraduate students from each state would have authorization to pay resident undergraduate tuition rates at institutions of higher education in the other state. The purpose of this Agreement is to establish a tuition reciprocity program (hereinafter the "Program") to enable eligible students from the State of New Mexico to enroll at a District with authorization to pay Arizona resident tuition rates, and to enable a certain number of eligible students from the Districts' counties to enroll at selected institutions in New Mexico with authorization to pay New Mexico resident tuition rates.

The NMHED is authorized to enter into this Agreement pursuant to NMSA I 978 Section 21-1-6 (1993), and the Districts are authorized to enter into this Agreement pursuant to A.R.S. Sections 15-1445 and 1J-952.

**AGREEMENT**

In consideration of the mutual promises contained herein, the NMHED and the Districts agree as follows:

1. The term of this Agreement shall be for a period of six (6) years. It shall commence on the latter of July 1, 2022, or the date that all relevant signatures of both NMHED and the District in question have been secured. It shall terminate on June 30, 2027 with the opportunity to be extended for an additional two (2) years, i.e., until June 30, 2029, upon the written approval of both NMHED and the specific District or Districts. Either Party may terminate this Agreement at any time, provided that at least ninety (90) days prior written notice is given to the other Party.

In the event that either the NMHED or the District decides to terminate participation in this Agreement, both Parties shall ensure students already in the Program may continue under the terms of this Agreement for a reasonable period of time in order to complete their program(s) of studies or their degrees, not to exceed one academic term.

2. In the State of New Mexico, Western New Mexico University and Eastern New Mexico University shall be designated to participate in this Agreement.

3. In the State of Arizona, the community college districts designated to participate in this Agreement shall be Cochise County Community College District, Central Arizona Community College District, Eastern Arizona Community College District, Northland Pioneer Community College District, and Pima County Community College District.
4. Students participating in the Program from the State of Arizona, who are admitted to enroll as undergraduates at Western New Mexico University or Eastern New Mexico University in the State of New Mexico, in accordance with the requirements of Western New Mexico University or Eastern New Mexico University and NMHED, shall have the right to receive the resident undergraduate tuition rate of the institution to which they have been admitted.
5. Students participating in the Program from the State of New Mexico, who are admitted to enroll as undergraduates at one of the Districts in the State of Arizona, in accordance with the requirements of that District, shall have the right to receive the resident undergraduate tuition rate of the institution to which they have been admitted.
6. New Mexico residents who reside in Grant, Hidalgo, and Luna counties shall be given preference for participation in the Program by the Districts.
7. Arizona residents who have previously attended one of the Districts shall be given preference for participation in the Program by Western New Mexico University and Eastern New Mexico University.
8. In order to participate in the Program, New Mexico residents admitted to enroll at one of the Districts must meet the criteria established by NMHED and by the District to which they have been admitted.
9. In order to participate in the Program, Arizona residents admitted to enroll at Western New Mexico University or Eastern New Mexico University must meet the criteria established by NMHED and by the New Mexico university to which they have been admitted.
10. Students participating in the Program in either state may not begin to establish residency for in-state tuition purposes until discontinuing this Program.
11. The total number of students exchanged between the two states shall be equal. NMHED and the participating Arizona Districts have agreed on a maximum number of students to be exchanged. During the term of this Agreement and any extensions thereof, the State of New Mexico and the State of Arizona will each accept up to a maximum of two hundred (200) full-time equivalent (FTE) students. An FTE shall mean enrollment of thirty (30) semester hours or forty-five (45) quarter hours of credit during the academic year and the preceding summer. The following allocation of available FTE slots shall apply to the Arizona district s:

<u>District</u>	<u>FTE</u>
1. Cochise College	35
2. Eastern Arizona College	73
3. Northland Pioneer College	17
4. Pima Community College	50
5. Central Arizona College	25
Total	200

The participating Arizona Districts shall have the authority to reallocate FTE slots among each other if one or more Districts do not utilize their allocated slots; however, the total FTE slots for the Districts may not exceed 200 during any academic period under this Agreement.

12. NMHED and the Districts shall each fulfill the following requirements:

- a. determine the eligibility and selection criteria to be used in determining which undergraduate persons/students living in its own state may participate in the Program;
- b. develop the eligibility and selection criteria to be used in determining which undergraduate persons/students living in the other state may participate in the Program;
- c. inform each other of the Program requirements and criteria developed by each Party to this Agreement in a timely manner;
- d. refrain from discrimination on the basis of race, sex, sexual orientation, national origin, religion, age, or disability in the administration of the Program;
- e. designate an official from each Party to this Agreement with responsibilities to:
  - accurately evaluate students' eligibility for the Program;
  - limit the number of participants in the official's District to the level specified in Section 11 of this Agreement;
  - ensure selected participants are charged the resident/in-state tuition rate;
  - maintain appropriate records of this Program for that Party's participation; and
  - provide the following information as required/appropriate to their state coordinating body, the NMHED or the District on or before December 1 of each year:
    1. name, social security number, and permanent mailing address of each student participant for each academic period;
    2. program of study and degree objective of each student participant;
    3. number of hours attempted each academic period by each student participant;
    4. number of hours completed by academic period by each student participant;
    5. cumulative grade point average for each student participant.

13. No money shall be exchanged between the State of New Mexico and the State of Arizona for the waiver of the non-resident/resident tuition differential.

Each Party shall be responsible for budgeting, obtaining, and managing any funds required to perform its duties and obligations under this Agreement. Each Party agrees to budget for and take such other action as may be required to carry out its duties and obligations under this Agreement.

Any personal property used by a District or the NMHED in administering this Agreement shall remain the property of the purchasing Party upon termination of this Agreement.

14. This Agreement may be cancelled pursuant to A.R.S. Section 38-511, the pertinent provisions of which are incorporated by reference.
15. This Agreement shall be executed in counterparts with NMHED and each of the five Arizona Districts being the parties to this Agreement.
16. NMHED and the Districts shall cooperate to the greatest extent possible for the effective operation of the Program.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**New Mexico Higher Education Department**

\_\_\_\_\_  
**Stephanie Rodriguez, Cabinet Secretary**

\_\_\_\_\_  
**David Mathews, Legal Counsel**



**For the Cochise County Community College District**

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**Dr. J.D. Rottweiler, President**

Reviewed as to form:

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**Ms. Christine Roberts, Cochise County Chief Civil Deputy**

**For Pinal County Community College District**

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**Mr. Chris Wodka, Vice President of Business Affairs/Chief Financial Officer**

**Reviewed as to form:**

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**Jante Mannato, Pinal County Community College District Legal Counsel**

**For Graham County Community College District**

\_\_\_\_\_  
**Mr. Heston Walker, Vice President of Administration/Chief Business Officer**

Reviewed as to form:


\_\_\_\_\_  
**TBD, Graham County Legal Counsel**

**For Navajo County Community College District**

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**Mr. Chato Hazelbaker, President**

Reviewed as to form:

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**Ms. Kristin Mackin, Legal Counsel**

**For Pima County Community College District**

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**Mr. Lee Lambert, JD, Chancellor**

Reviewed as to form:

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**Mr. Jeff Silvyn, Legal Counsel**



## RESOLUTION

Inasmuch as the District Governing Board term for District #2, and District #5, will expire on December 31, 2022, it is therefore

RESOLVED, that pursuant to ARS §16-226, §15-144I.E (I) and §15-1442.C, the Navajo County Community College District Governing Board hereby calls for a Special District Election to be held November 8, 2022, in order to fill the term for District # 2 for a six-year term commencing January 1, 2023 and expiring on December 31, 2028; and to fill the term for District #5 for a six-year term commencing January 1, 2023 and expiring on December 31, 2028.

We request this election to be conducted by the Navajo County Elections Department in conjunction with the Navajo County General Election on November 8, 2022.

DATED this 21st day of June 2022.

### BOARD MEMBERS

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Kristine Laughter, Chair

---

Everett Robinson, Secretary

---

Elias Jouen

---

Frank Lucero

---

Derrick Leslie

## **Request to Contract with The Registry for Interim Associate Vice President of Human Resources**

### **Recommendation:**

Staff recommends entering into a contract with The Registry to hire an Interim-Associate Vice President of Human Resources for a period of six months for an amount not to exceed \$110,000.00.

### **Summary:**

Northland Pioneer College has been without a senior leader in Human Resources for over a year. During that time, we have searched diligently but have been unable to fill this role. With a backlog of work critical to college operations, staff has determined that we have an immediate need for an Interim Associate Vice President of Human Resources who can work on key projects, lead the staff, and assist the rest of the President's Cabinet with human resources questions.

The Registry is an organization that places retired higher educational professionals in interim roles. They negotiate contract terms of individuals who wish to fill these roles and serve as a placement agency.

The Registry has identified a highly qualified candidate that we have interviewed and are confident can assist the college during this time period. The candidate has a Juris Doctorate from the University of Texas at Austin and over 25 years' progressive experience in human resources including; talent development, leadership, performance management, diversity, equity, and inclusion, and has previous experience with rural community college education in the state of Oklahoma. Having retired from the Missouri University of Science and Technology (Missouri S&T) as their chief human resource officer, the candidate has served in interim roles, most recently at the University of California-Merced.



**Northland Pioneer College**

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

## Request to Approve Annual Jenzabar Support and Maintenance for 2022-23

**Recommendation:**

Staff recommends approval to purchase annual support and maintenance from Jenzabar Inc. for \$317,627.14

**Summary:**

Jenzabar CX continues to provide the backbone for the college Enterprise Resource Planning (ERP). 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. Terms of this plan start 07/01/2022 and ends 06/30/2023.

This is an annual, budgeted renewal with a cost breakdown for maintenance and support of \$290,256.00, all applicable taxes of \$27,371.14, for a total price of \$317,627.14.



**Northland Pioneer College**

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



Invoice #: INV264813  
 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
5/31/2022	6/30/2022		Net 30

Item	Coverage Start	Coverage End	Quantity	Unit Price	Total
CX Academic Records	7/1/2022	6/30/2023	1	\$13,376.00	\$13,376.00
CX Admissions	7/1/2022	6/30/2023	1	\$10,246.00	\$10,246.00
CX Budgeting	7/1/2022	6/30/2023	1	\$4,637.00	\$4,637.00
CX Common	7/1/2022	6/30/2023	1	\$52,567.00	\$52,567.00
CX CRM-Admissions Officer	7/1/2022	6/30/2023	1	\$11,462.00	\$11,462.00
CX CRM-Candidate	7/1/2022	6/30/2023	1	\$10,900.00	\$10,900.00
CX CRM-Faculty	7/1/2022	6/30/2023	1	\$13,416.00	\$13,416.00
CX CRM-Staff	7/1/2022	6/30/2023	1	\$7,426.00	\$7,426.00
CX CRM-Student	7/1/2022	6/30/2023	1	\$10,780.00	\$10,780.00
CX Degree Audit	7/1/2022	6/30/2023	1	\$5,663.00	\$5,663.00
CX Financial Aid	7/1/2022	6/30/2023	1	\$14,173.00	\$14,173.00
CX General Ledger	7/1/2022	6/30/2023	1	\$15,839.00	\$15,839.00
CX HR-Administration	7/1/2022	6/30/2023	1	\$9,217.00	\$9,217.00
CX HR-Payroll	7/1/2022	6/30/2023	1	\$9,217.00	\$9,217.00
CX HR-Position Control	7/1/2022	6/30/2023	1	\$8,588.00	\$8,588.00
CX Informix	7/1/2022	6/30/2023	1	\$47,450.00	\$47,450.00
CX Internet Campus Base	7/1/2022	6/30/2023	1	\$15,332.00	\$15,332.00
CX Moodle Integration	7/1/2022	6/30/2023	1	\$1,895.00	\$1,895.00
CX Purchasing/Accounts Payable	7/1/2022	6/30/2023	1	\$7,877.00	\$7,877.00
CX Student Affairs	7/1/2022	6/30/2023	1	\$4,724.00	\$4,724.00

Item	Coverage Start	Coverage End	Quantity	Unit Price	Total
CX Student Financials	7/1/2022	6/30/2023	1	\$7,877.00	\$7,877.00
Jenzabar Mobile Web	7/1/2022	6/30/2023	1	\$7,594.00	\$7,594.00

Comments: 2022 Renewal

**Subtotal** \$290,256.00

**Tax Total** \$27,371.14

**Discount Item**

For questions please email Accountsreceivable@jenzabar.com

**Total** \$317,627.14

**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 Purchase Vehicle for the Maintenance Department

### **Recommendation:**

Staff recommends the purchase of a new 2022 Dodge Ram 2500 Utility bed truck from Larry Miller Dodge for \$71,217.88, including taxes.

### **Summary:**

The NPC Maintenance Department has an aging fleet with high mileage. Replacement parts for these older vehicles are hard to come by, if available. A new vehicle will allow for safe and reliable travel to all campus locations and the remote tower locations for maintenance and repair needs to NPC facilities. The truck is in stock and available for pick-up or delivery. This purchase will allow NPC to eliminate an undependable vehicle in our fleet which has had continual mechanical failures. It will also improve the fuel consumption from 7-8 mpg to 16 mpg and new and upgraded air-bags will provide safety for employees should an accident occur.

Purchase of the truck would be through the Arizona State Purchasing *Contract: CTR032151*. The budget for this purchase will be covered from underruns in the FY22 budget for the Maintenance Department.





10101 W PAPAGO FWY  
AVONDALE, AZ 85323  
6239250011

Transaction Worksheet Quote #: 18883

Name:  
**JUSTIN WHITE**  
Address:  
  
City/State/Zip  
  
Salesperson 1:  
**JOHN THEOBALD**  
Date: 05/25/2022

Phone 1:  
  
Phone 2:  
  
Email:  
**N/A**  
Salesperson 2  
  
Desk Mgr.

Vehicle			Trade Information			
Stock #	N/U/D	Miles	Vehicle			
22P00206	NEW	5	N/A			
Year	Make/Model		Color	Miles		
2022	RAM 2500		N/A			
VIN			VIN			
3C7WR5AJ7NG222951			N/A			
Vehicle Price	64495.00		Accessories/Aftermarkets*			
Rebate	N/A		Option	Price		
Subtotal	64495.00		N/A			N/A
Accessories*	N/A					
Trade Allowance	N/A		Estimated Fees Include**			
Net Trade Difference	64495.00		DOC Fee	Lieu Tax	Title Fee	State & Local Tax
			499.00	1169.00	8.00	5030.61
Estimate Fees**	6722.88		REG-PSF	Postage	Tire Fee	Other:
			9.75	1.52	5.00	N/A
Total Trade Payoff	N/A		Finance Options:			
Cash Down	N/A		Monthly Payment	N/A		
Service Contract	N/A		Term	N/A		
GAP	N/A		Rate	N/A		
Maintenance	N/A					
Total Unpaid Balance/Amount to Finance	71217.88		Total Unpaid Balance/Amount to Finance	71217.88		
Customer Acknowledgment and Signature						
By signing below, you acknowledge that this document was presented to you to facilitate the transaction and is not a contract or an offer to sell the vehicle on these or any other terms. Neither customer nor dealer are bound by this document. Additional fees may apply, and additional products or services purchased will effect the terms of any potential transaction and all terms are subject to dealer and/or finance company.						
						05/25/2022
Customer's Signature						Date Signed
						05/25/2022
Approving Sales Manager						Date Signed

## Request to Approve Additional Fees for the Skill Center

### Recommendation:

Staff recommends approval of the increase in design fees to be paid to SPS+ Architects (SPS+) of \$273,876 related to additional services and expanded scope of the White Mountain Campus (WMC) Skills Center.

### Summary:

The District Governing Board previously awarded a contract to SPS+ to design the WMC Skills Center. The design fees are calculated using the state approved rate for architectural services of 5.8% applied to the construction costs and related change orders known as the Guaranteed Maximum Price. The initial construction costs were estimated at \$7,255,000 resulting in the design fee of \$420,790. The final costs upon awarding the construction contract was \$11,977,000 with a design fee of \$694,666. The increase in the design fees is \$273,876 and will be covered by the contingency fund set aside for WMC Skills Center project.

The construction change orders (1 & 2) totals \$646,508 and the related design fee would normally be \$37,497; however, SPS+ is offering a one-time credit of these fees resulting in a savings.

#### WMC Skills Center Construction Costs & Design Fees

Construction costs - Original	\$	7,255,000	
Design Fee - 5.8%		5.80%	
	\$	420,790	
Construction costs - Final	\$	11,977,000	
Design Fee - 5.8%		5.80%	
	\$	694,666	
Increase in design fees	\$	273,876	Additional fees
Construction - change orders	\$	646,508	
Design Fee - 5.8%		5.80%	
	\$	37,497	Credit from SPS+



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

June 2, 2022

## Northland Pioneer College – New Construction of Skills Center Facility

Dear Mr. David Huish,


As a service-oriented firm, client satisfaction is our top priority. SPS+ Architects is proud of our active partnership with Northland Pioneer College and is honored to work together to improve the lives of the students and staff by designing quality educational environments.

SPS+ Architects would like to offer you a onetime discount on our services. This is an effort to recognize how current economic conditions have produced an increase to construction costs. While SPS+ is also affected by these economic conditions, we feel it is important to recognize the impact on our schools and communities and give back where we are able.

We would like to offer a credit of \$37,497.44 towards the requested additional fees for the change order total fee to date. This includes the civil engineering change order fee, which is a direct pass through.

We thank you for the opportunity to be a part of an exemplary project and look forward to building our relationship on current and future projects.

Sincerely,  
SPS+ ARCHITECTS, LLP

  
Robert L. Pian, AIA, NCARB  
Partner

  
William R. Pittenger, RA  
Partner



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

6/2/2022

Mr. David Huish  
Director of Facilities  
Northland Pioneer College  
White Mountain Campus  
1001 W Deuce of Clubs  
Show Low, AZ 85901

**RE: Northland Pioneer College New Construction of Skills Center Facility  
Additional Services Request – Construction Cost Increase and Expanded Scope  
SPS+ Architects Project No. 2038**

Dear Mr. Huish:

Thank you for the opportunity to provide this proposal for additional services that were not included in the original scope of work for the project above. The Scope of work and Proposed Fee are outlined below.

**Scope of work:**

1. This additional service is for the Construction Cost Increase and expanded scope of work including site design and building SF increase at the NPC New Skills Center. This additional service will include the fee differential from the original Construction Cost, \$7,255,000 to the new Construction Cost determined as \$11,977,000 The revised pricing is detailed in Attachment A of this proposal.
2. These terms are per the current contract. We have included a credit excluding the change order from the calculation as well as the civil change order, which is a direct pass through.
3. Additional engineering services requested by the College for Special Systems design is included in the additional service scope.

**Proposed Fee:**

**The Proposed Fee is detailed in Attachment A of this proposal.**

We are genuinely looking forward to continuing working with Northland Pioneer College on this project. Please let us know if you have any comments regarding our proposal.

Sincerely,

SPS+ ARCHITECTS, LLP

Robert L. Pian, AIA, NCARB  
Partner

William R. Pittenger, RA  
Partner

Cc: [SPS-AR@spsplusharchitects.com](mailto:SPS-AR@spsplusharchitects.com)  
Attachment A: SPS+ Architects Fee Calculation

If the terms of this agreement are acceptable, please indicate your acceptance and return a copy to our office.

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date



## Attachment A

### SPS+ Architects - Fee Calculation

NPC, New Skills Center

Additional Services Request - Construction Cost Increase and Expanded Scope

6/2/2022



#### SPS+ Original Fee Calculation for Basic Services:

*Previous Construction Cost:* \$ 7,255,000.00

*Previous Fee Percent:* 5.8%

*Total Fee:* \$ 420,790.00

**New Construction Cost:** \$ 11,977,000.00

**Fee Percent:** 5.8%

#### Additional Basic Services:

Architectural & Engineering Design

(Based on Fee Percent & New Construction Cost shown above) \$ 694,666.00

*Previous SPS+ Fee (Basic Services)* \$ (420,790.00)

Subtotal Additional Fee: \$ 273,876.00

*Total Change Order To Date:* \$ 646,507.67

*Fee Percent:* 5.8%

*Total Fee:* \$ 37,497.44

(Not Included, Credit to Owner)

**Total Additional Fee: \$ 273,876.00**

## Request to Award Contract for Lobbying Services

### **Recommendation:**

Staff recommends approval to award a contract for Lobbying Services to Racy Associates, Inc. for up to a five-year period and not-to-exceed \$190,000.00 in total cost.

### **Procurement Process and Budget Information:**

A Request for Proposal (RFP) was issued by the college and the results are attached. Lobbying Services are an annual budgeted expense.

### **Summary:**

Two responses were received from the RFP and the college has determined that Racy Associates, Inc., who provide current lobbying services for the college, provided the best value. While the proposed annual contracted amount is under the threshold for Board approval the term assigned during the RFP process would allow the college to continue the partnership for a full five-year period.

Annual Fee from RFP - \$36,000.00

Total Expected Cost - \$180,000.00 (without any increase to future fees)

Due to increased contract costs the college is seeing across a broad spectrum of services the suggested not-to-exceed amount has future flexibility built in.



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# AS#22-04 - Lobbying Services

## Project Overview

Project Details	
Reference ID	AS#22-04
Project Name	Lobbying Services
Project Owner	Robert Johnson
Project Type	RFP
Department	Purchasing
Current Spend	\$36000.00
Target Savings	3%
Budget	\$30000.00 - \$45000.00
Project Description	<p>Northland Pioneer College (NPC) intends to engage the services of organizations/firms to provide state legislative representation and consultation on state issues on an “as-required” basis. Projects will be offered on an individual basis as they are identified. Interested organizations must have a demonstrated expertise in providing comprehensive state representation services including a focus on policy development and strategic direction. The firm(s) will represent the College on policy issues and assist District staff with gaining state support for District programs, services and initiatives. The goal of this RFP is to identify organizations that will assist NPC to advance its state agenda by achieving measurable outcomes related to statutory language, policy development, fiscal considerations and other state support. NPC is now accepting proposals for services identified in this RFP.</p>
Open Date	Apr 28, 2022 3:00 PM MST

<b>Close Date</b>	Jun 01, 2022 3:00 PM MST
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Highest Scoring Supplier	Score
Racy Associates, Inc.	97 pts

<b>Project</b>	Northland Pioneer College - Winslow Head Start Site Improvements
<b>Ref. #</b>	AS#22-04
<b>Project Type</b>	RFB
<b># Vendor Invitations</b>	69
<b># Document Takers</b>	7
<b># Submissions Created</b>	2

## Seal status

Requested Information	Unsealed on	Unsealed by
Section V: Proposal Form	Jun 01, 2022 3:01 PM MST	Robert Johnson
Proposal	Jun 01, 2022 3:01 PM MST	Robert Johnson
Section VI: AGREEMENT	Jun 01, 2022 3:01 PM MST	Robert Johnson
ATTACHMENT 1: Exceptions	Jun 01, 2022 3:01 PM MST	Robert Johnson
ATTACHMENT 2: Cost Proposal	Jun 01, 2022 3:01 PM MST	Robert Johnson
ATTACHMENT 3: Insurance	Jun 01, 2022 3:01 PM MST	Robert Johnson

ATTACHMENT 4: Offer and Acceptance	Jun 01, 2022 3:01 PM MST	Robert Johnson
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## Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Robert Johnson	Jun 01, 2022 3:02 PM MST	No
Terrie Shevat	Jun 01, 2022 3:16 PM MST	No
Chato Hazelbaker	Jun 01, 2022 3:33 PM MST	No



## Approvals

Name of Approver	Name	Dept.	Status	Dates
<b>Maderia Ellison</b> (maderia.ellison@npc.edu)	Draft	CFO	Approved	<b>Sent:</b> Apr 28, 2022 <b>Responded:</b> Apr 28, 2022 <b>Required By:</b> Apr 29, 2022

## Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Racy Associates, Inc.	May 23, 2022 5:40 PM MST	Michael Racy	michael@racyassociates.com	MjE1Mjg4
Public Policy Partners	Jun 01, 2022 11:06 AM MST	Rob Dalager	rob@p3gr.com	MjE2ODc5

## Project Criteria

Criteria	Points	Description
<b>A - Bid Opening</b>	<b>20 pts</b>	
A-1 - Cost Proposal	Pass/Fail	Package Complete
A-2 - Proposed Fees	20 pts	
<b>B - Main Evaluation</b>	<b>80 pts</b>	
B-1 - Experience & Qualification of Firm	20 pts	Proposer shall provide information regarding their experience lobbying Arizona Legislature and working cooperatively with other lobbyist from other districts on state-wide issues. Proposer shall also provide information regarding their qualifications as a lobbying services firm.
B-2 - Project Personnel Assigned to This Project	20 pts	Resumes shall outline all relevant experience and qualifications.
B-3 - Demonstrated Knowledge of College related Issues	20 pts	Proposer's knowledge of College-related issues including tax levies

B-4 - Method of approach	20 pts	Proposer shall provide detailed information regarding developing tactics for existing and proposed legislation, working cooperatively with other lobbyists, and working on College related issues
<b>C - References</b>	<b>15 pts</b>	
C-1 - Reference 1	5 pts	
C-2 - Reference 2	5 pts	
C-3 - Reference 3	5 pts	
<b>Total</b>	<b>115 pts</b>	

## Scoring Summary

### Active Submissions

	Total	A - Bid Opening	A-1 - Cost Proposal	A-2 - Proposed Fees	B - Main Evaluation
Supplier	/ 115 pts	/ 20 pts	Pass/Fail	/ 20 pts	/ 80 pts
Racy Associates, Inc.	97 pts	20 pts	Pass	20 pts (\$36,000.00)	72 pts
Public Policy Partners	80.5 pts	10 pts	Pass	10 pts (\$72,000.00)	64 pts

	B-1 - Experience & Qualification of Firm	B-2 - Project Personnel Assigned to This Project	B-3 - Demonstrated Knowledge of College related Issues	B-4 - Method of approach	C - References
Supplier	/ 20 pts	/ 20 pts	/ 20 pts	/ 20 pts	/ 15 pts
Racy Associates, Inc.	18 pts	16 pts	20 pts	18 pts	5 pts

	B-1 - Experience & Qualification of Firm	B-2 - Project Personnel Assigned to This Project	B-3 - Demonstrated Knowledge of College related Issues	B-4 - Method of approach	C - References
Supplier	/ 20 pts	/ 20 pts	/ 20 pts	/ 20 pts	/ 15 pts
Public Policy Partners	14 pts	16 pts	14 pts	20 pts	6.5 pts

	C-1 - Reference 1	C-2 - Reference 2	C-3 - Reference 3
Supplier	/ 5 pts	/ 5 pts	/ 5 pts
Racy Associates, Inc.	2 pts	1.5 pts	1.5 pts
Public Policy Partners	2 pts	2.5 pts	2 pts



## Request to Approve Purchase of Multi-Year EBSCO Package

### **Recommendation:**

Staff recommends approval to purchase the multi-year EBSCO Academic Search Complete, CINAHL Complete, ERIC, and Associates Programs Source Plus services for NPC's libraries for \$75,339.00.

### **Procurement Process and Budget Information:**

The 2019-2022 agreement with EBSCO utilized a sole source justification with a stated five-year term. Due to the unique services provided and integral relationship with the services provided to students, EBSCO has been standardized as a provider of these services in accordance with College procedure for the term of the 2023 - 2026 agreement. This is an annual, budgeted expense, and pricing contains all applicable taxes.

	Year 1	Year 2	Year 3	Order Total
Price	\$22,013	\$22,454	\$22,903	\$67,370
Tax	\$2,604	\$2,656	\$2,709	\$7,969
Total	\$24,617	\$25,110	\$25,612	\$75,339

### **Summary:**

Accreditation Boards require quality library resources. For example, the Nursing program at NPC is accredited by the Accreditation Commission for Education in Nursing (ACEN) and they require that, "governing organization/nursing program is ultimately responsible for all aspects of its nursing program, including but not limited to. . . Quality of resources and services (e.g., library/information, technical support, student support, IT infrastructure, etc.); Student and faculty access to resources and services (e.g., library/information, technical support, student support, IT infrastructure, etc.). . . ."



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Academic Search Complete, designed specifically for academic institutions, is the world's most comprehensive scholarly, multi-disciplinary full-text database, with more than 5,300 full-text periodicals, including 4,400 peer-reviewed journals. It also offers indexing and abstracts for more than 9,300 journals and a total of 10,900 publications including monographs, reports, conference proceedings, etc. The database features PDF content going back as far as 1865, with the majority of full text titles in native (searchable) PDF format.

CINAHL indexes the top nursing and allied health literature available including nursing journals and publications from the National League for Nursing and the American Nurses Association.

ERIC is a comprehensive, easy-to-use, searchable, Internet-based bibliographic and full-text database of education research and information.

Associates Programs Source Plus is a database designed specifically for the research needs of two-year college students. Providing thousands of full-text journals, plus country reports and market research reports, it covers the most relevant subjects.

Over the previous three years, these databases had a combined usage of over 71,000 searches by Northland Pioneer College students and faculty.

The Library at Northland Pioneer College requests approval for the purchase of the EBSCO Academic Search Complete, CINAHL Complete, ERIC, and Associates Programs Source Plus. The goal is to provide the student with some of the best databases on the market.



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10 Estes Street  
P.O. Box 682  
Ipswich, MA 01938  
USA  
www.ebsco.com

(978) 356-6500  
(800) 653-2726  
**Fax:** (978) 356-5640  
information@epnet.com

# Product Order Form

<b>CustID:</b>	s8434783
<b>OrderID:</b>	WSR716694
<b>Date:</b>	06/16/2022

Page 1 of 1

## Purchasing Customer

NORTHLAND PIONEER COLLEGE  
2251 E. NAVAJO BLVD  
HOLBROOK, AZ, 86025  
USA

## Billing Address

NORTHLAND PIONEER COLLEGE  
2251 E. NAVAJO BLVD  
HOLBROOK, AZ, 86025  
USA

## Contact:

Shannon Motter  
(928) 524-7323  
shannon.motter@npc.edu

## Your invoice will be sent to:

Shannon Motter  
shannon.motter@npc.edu

Product Name	Begin Date	Expire Date	Price
<b>2022 EBSCO Package</b>			\$67,370.00
Academic Search Complete	07/01/2022	06/30/2025	
CINAHL Complete	07/01/2022	06/30/2025	
ERIC	07/01/2022	06/30/2025	Comp
Associates Programs Source Plus	07/01/2022	06/30/2025	\$7,969.00

Total: \$75,339.00

The above excludes all applicable tax

Currency: US Dollar

Price represented is the cash discounted price for payments received by check or electronic payment. If paying by a method other than check or electronic payment, please inquire for non cash discounted pricing. Payment due upon receipt of invoice. Interest of 1 percent per month charged for payment received later than 30 days after invoice date. eBooks and eAudiobooks ordered are non-returnable and non-refundable.

## Terms and Conditions

Customer agrees to terms and conditions of the appropriate license agreement for usage of purchased access or subscription to electronic databases, econtent and services. If ordering ebooks or audiobooks, customer also agrees to the terms and conditions of the Library eContent Agreement.

## Order Comments:

Contract : CTR057655 Invoices to be paid annually. Year 1: \$24,617 -- Year 2: \$25,110 -- Year 3: \$25,612

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Please sign, scan and email this form to: ERIK KURTH at [ekurth@ebsco.com](mailto:ekurth@ebsco.com)

Thank you for your business!

If unable to scan, please fax to: 978 356-5640