

# 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 Special District Governing Board Meeting, open to the public, on **July 20, 2021 beginning at 9:00 a.m.** The meeting will be held on **Zoom** and you can also join by calling **1 669 900 6833 and using meeting ID: 817 6528 9451.**

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

I, Paul Hempsey, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 19<sup>th</sup> day of July, 2021, at 9:00 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  
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CIVILITY  
ACCESS

# Governing Board Special Meeting Agenda

**ZOOM**

Or you can join by calling 1 669 900 6833 and using meeting ID: 817 6528 9451.

**Date:** July 20, 2021

**Time:** 9:00 a.m. (MST)

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	<b>Call to Order and Pledge of Allegiance</b> .....	Chair Lucero
2.	<b>Adoption of the Agenda</b> ..... <b>(Action)</b>	Chair Lucero
3.	<b>Call for Public Comment</b> ..... <small>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.</small>	Chair Lucero
4.	<b>Consent Agenda for Action</b> .....	Chair Lucero
A.	<a href="#">June 15, 2021 Regular Meeting Minutes</a>	
B.	<a href="#">2020-2022 Dual Enrollment Intergovernmental Agreement</a> between Navajo County Community College District and Hopi Jr/Sr High School.	
C.	<a href="#">2021-22 TALON Intergovernmental Agreement Amendment</a> between Navajo County Community College District and Dishchii'bikoh Community School.	
5.	<b>For Discussion and Possible Action:</b>	
A.	<b>Old Business</b>	
	None.	
B.	<b>New Business:</b>	
1.	<a href="#">Request to Award Contract for the White Mountain Campus Skill Center Project</a> .....	VPAS Ellison
	VPAS Ellison will review the bids received for construction of the Skills Center and ask the Board to approve the suggested contract.	
2.	<a href="#">Request to Approve Annual Jenzabar Support and Maintenance for 21/22</a> .....	CIO Estes
	CIO Estes will present the request to renew the contract with Jenzabar for a further year.	
3.	<a href="#">Request to Approve Annual Microsoft License and Assurance for 21/22</a> .....	CIO Estes
	CIO Estes will present a request to renew the contract with Microsoft for up to three further years.	
6.	<b>DGB Agenda Items and Informational Needs for Future Meetings</b> .....	Chair Lucero
7.	<b>Board Report/Summary of Current Events</b> .....	Board Members
8.	<b>Announcement of Next Regular Meeting</b> ..... <b>August 17, 2021</b>	Chair Lucero
9.	<b>Adjournment</b> ..... <b>(Action)</b>	Chair Lucero

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 Governing Board Meeting Minutes

June 15, 2021 – 9:00 a.m.

ZOOM

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

**Governing Board Member Present by Phone:**

**Governing Board Member Absent:** Ms. Kristine Laughter; Mr. Derrick Leslie.

**Staff Present:** Interim President Jeanne Swarhout; Interim Vice President for Learning and Student Services (VPLSS) Mike Solomonson; Chief Information Officer (CIO) Scott Estes; Director of Institutional Effectiveness Judy Yip-Reyes; Recording Secretary to the Board Paul Hempsey.

**Others Present:** David Huish; Terrie Shevat; Amelinda Webb; Chato Hazelbaker; Betsy Wilson; Richard Strickland; Donna Krieser; Jeremy Raisor; Tamara Osborne; Ruth Zimmerman; Peggy Belknap; Lia Keenan; Robert Johnson; Rickey Jackson; Gail Campbell; Curtis Stevens; Ann Hess; Wei Ma; Ann Hilliard; Frank Orona; Rebecca Hunt; Nicole Ulibarri; Gary Santillanes; Allison Landy; Jennifer Brown; Lauren Maestas.

**Others Present by Phone:**

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

Chair Lucero called the meeting to order at 9:00 a.m. and led the Pledge of Allegiance.

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

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

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

None.

## **Agenda Item 4: Discussion Items**

### ***4.A. Standing Presentations:***

#### ***4.A.1. Financial Position***

Written Report

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

Written Report.

Navajo County Community College District Governing Board Meeting – 6/15/2021 – Page 1 of 6



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#### **4.A.3. Faculty Association**

Dr. Amelinda Webb addressed the Board and informed the Board of activities the faculty would be completing during the summer.

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

Donna Krieser provided a presentation from CASO highlighting the Advising department and the work they have conducted during the pandemic.

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

Director Wilson addressed the Board and provided a report of recent Friends and Family activities noting that there would be no Disc Golf Tournament this year but are still hopeful that Pedal the Petrified may go ahead. Director Wilson also announced the recipients of 6 additional nursing scholarships.

#### **4.A.6. Human Resources**

Written Report.

Mr. Robinson asked if the Academic Advisor positions listed as vacant in the CASO presentation would be posted soon. Peggy Belknap noted that the Human Resources office had not received a Personnel Requisition for the positions.

#### **4.A.7. President's Report**

Interim President Swarthout addressed the Board and reported the state budget was still not approved but a "skinny" budget may be on the table.

#### **4.B. Scholarship Report**

Jeremy Raisor, Director of Enrollment Services, addressed the Board and presented on the utilization of college scholarship money, with an historical look of previous semesters.

#### **4.C. Update of Facilities**

David Huish, Director of Facilities & Vehicles, addressed the Board and provided an update on the ongoing changes to college facilities.

Mr. Robinson thanked Director Huish for the presentation but registered disappointment on the timeline for the General Education building, noting it was necessary to begin work on a consolidated Nursing and Allied Health building which is greatly needed. Director Huish noted that work on a General Education building design would begin as soon as construction of the Skills Center building would start. Richard Strickland, Construction Manager, noted that having two construction projects on the same campus at the same time posed a safety risk to students.

Chair Lucero asked why a modular building was being considered for the Winslow Childcare facility when the consensus was to move away from modular buildings. Director Huish noted that the timeframe he had been provided, of having the building operational by December 31<sup>st</sup>, required a modular solution. Dr. Swarthout noted the original plan was to fund the building from



Higher Education Emergency Relief Fund (HEERF) but newly defined rules around the funding means it is no longer an option.

Chair Lucero asked how long the building was going to last. Director Huish noted the company had told him the structure would be re-certified as new and should last 35 years. Chair Lucero opined that he would like to see that in writing from the company.

Mr. Jouen noted that the college did not seem to view the Child Care facility as a temporary building, but a long-term home. Director Huish noted that decisions on future buildings would remain with the board.

#### **4.D. Critical Race Theory**

VPLSS Solomonson addressed the Board and responded to the request from Board Member Robinson about Critical Race Theory in college curriculum.

#### **Agenda Item 5: Consent Agenda**

- A. **May 18, 2021 Budget Hearing Minutes**
- B. **May 18, 2021 Special Board Meeting Minutes**
- C. **May 18, 2021 Regular Meeting Minutes**
- D. **Intergovernmental Agreement** between Navajo County Community College District and Northern Arizona Vocational Institute of Technology (NAVIT)
- E. **Intergovernmental Agreement Amendment** between Navajo County Community College District and Apache County

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

#### **Agenda Item 6: For Discussion and Possible Action**

##### **6A. Old Business**

*None.*

##### **6B. New Business**

###### **6.B.1. Request to Purchase Infant Model Patient Simulator**

Ann Hilliard, Perkins Grant Coordinator, addressed the Board and presented the request to purchase an Infant Model Patient Simulator, from Laerdal Medical Corporation, at a cost of \$51,072.42 using 2021 Perkins funds.

Chair Lucero asked where the cost from Laerdal fell in the range of bids received. The bids were displayed from the packet showing it fell in the middle of the range.

*Mr. Jouen made a motion to approve the purchase of the Infant Model Patient Simulator, from Laerdal Medical Corporation, at a cost of \$51,072.42 using 2021 Perkins funds. Mr. Robinson seconded. The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, and Chair Lucero voting in favor. There were no votes against.*



**6.B.2. Request to Approve Purchase of SMART Board Displays with Mounts**

CIO Estes addressed the Board and presented the request to purchase SMART Board Displays, along with mounts and 2-year warranty from CCS under the Mohave Contract #20F-CCS-1003 for a total amount of \$69,068.29. CIO Estes noted that the three items he would present today were all connected to the same project.

*Mr. Robinson made a motion to approve the purchase of purchase (qty 9) SMART Board Displays, along with mounts and 2-year warranty from CCS under the Mohave Contract #20F-CCS-1003 for a total amount of \$69,068.29, utilizing CARES funds. Mr. Jouen seconded.*

Chair Lucero asked for clarification in which locations would receive the SMART Boards which CIO Estes provided.

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

**6.B.3. Request to Approve Purchase of Cisco Telepresence Endpoints for Science Classrooms**

CIO Estes addressed the Board and presented the request to purchase 8 Cisco Telepresence endpoints, with SmartNet support/maintenance for each, from CDWG. The total amount of the request would be \$203,200.62. The purchase will be made utilizing CARES funds that have been allocated to the college.

Mr. Robinson asked why Kayenta was not included in the locations. CIO Estes noted that space was limited at the Kayenta Center and the existing space and technology would need to be utilized.

*Mr. Robinson made a motion to approve the purchase of 8 Cisco Telepresence endpoints, with SmartNet support/maintenance for each, from CDWG under AZ STATE PROCUREMENT CONTRACT E&I CNR01439 Catalog for a total amount of \$203,200.62, utilizing CARES funds.. Mr. Jouen seconded. The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, and Chair Lucero voting in favor. There were no votes against.*

**6.B.4. Request to Approve Purchase of Samsung 55” displays, Computers and Laptops for Science Classrooms**

CIO Estes addressed the Board and presented the request to purchase 16 Samsung 55” LED displays and swivel mounts, along with various other brackets, cables, Mini Computers for our Cisco Telepresence rooms, and 20 laptops with charging cart from CDWG under AZ State Procurement Contract E&I CNR01439 Catalog. The total amount of the request is \$61,238.67 and would utilize CARES funds that have been allocated to the college.

*Mr. Robinson made a motion to approve the purchase 16 Samsung 55” LED displays and swivel mounts, along with various other brackets, cables, Mini Computers for Cisco Telepresence rooms, and 20 laptops with charging cart from CDWG under AZ State Procurement Contract E&I CNR01439 Catalog for an amount of \$61,238.67, utilizing CARES funds. Mr. Jouen*



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

#### **6.B.5. July Meeting Request**

Interim President Swarthout asked the Board to consider an additional meeting in July to approve a contract for the construction of the Skills Center at the White Mountain Campus.

*Mr. Jouen made a motion to hold an additional meeting during July, with the date to be determined. Mr. Robinson seconded. The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, and Chair Lucero voting in favor. There were no votes against.*

#### **6.B.6. Approve Proposed College Strategic Goals**

Jeremy Raisor presented the Broad Strategic Goals the college was recommending for Board approval.

*Mr. Jouen made a motion to approve the Strategic Goals for Northland Pioneer College as presented. Mr. Robinson seconded. The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, and Chair Lucero voting in favor. There were no votes against.*

#### **6.B.7. Approval to Purchase Modular Building for Childcare Facility at Winslow Campus**

Director Huish presented the request to reallocate funds from the Capital Budget approved for fiscal year 2022 for the purchase and installation of a Modular Building to house a Child Care facility at the Winslow campus.

VPLSS Solomonson presented the identified need for Child Care in Winslow as well as the benefits to college programs.

*Mr. Jouen made a motion to approve the purchase and installation of a modular building for Child Care purposes at the Winslow Campus in an amount not to exceed \$800,000.00. Mr. Robinson seconded.*

Mr. Robinson clarified that the college would be reallocating funds from the 2022 Capital Budget.

*Mr. Jouen amended his motion to include the reallocation of funds from the Capital Budget. Mr. Robinson confirmed his second for the motion.*

Chair Lucero asked for clarification on the total amount to be expended. Director Huish noted that he did not have a firm amount due to outstanding specifications but believed it would come under \$800,000.00.

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





**6.B.8. Request to Approve Ad Astra Course Scheduling Software Purchase**

Dean Ma, Dean of Instructional Innovation, reviewed the request to purchase course scheduling software from Ad Astra for a total cost of \$203,539.80 for a 5-year term. The purchase would utilize CARES funds

*Mr. Robinson made a motion to approve the purchase of Ad Astra for a total cost of \$203,539.80 for a 5-year term, under AZ State Procurement Contract P18/9973L and utilizing CARES funds Mr. Jouen seconded.*

Mr. Jouen asked if the amount proposed includes training and support. Dean Ma responded that both were included.

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

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

None.

**Agenda Item 8: Board Report/Summary of Current Event**

Mr. Robinson noted a retirement gathering for Dean Belknap on June 30<sup>th</sup> at the Holbrook campus and encouraged anyone to attend and thank her for her decades of service to the college.

Mr. Jouen promoted the Winslow Astronomy Club which would resume its monthly star parties sometime in August.

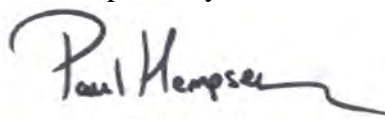
**Agenda Item 9: Announcement of Next Regular Meeting**

Special District Governing Board meeting in July with date to be determined.

**Agenda Item 10: Adjournment**

*The meeting was adjourned at 10:35 a.m. upon a motion by Mr. Jouen and a second by Mr. Robinson. The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, and Chair Lucero voting in favor. There were no votes against.*

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board



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

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (“College”), and Hopi Jr/Sr High School (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 High School 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.

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

**AGREEMENT**

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

**1. PURPOSE**

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible High School 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 High School 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, 2022 (“Term”).

#### 4. OBLIGATIONS OF COLLEGE

##### 4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to High School juniors and seniors, and to freshman and sophomore students subject to Paragraph F in this Section 4.1, 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 High School 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 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. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to 25% of the students enrolled in Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course, which shall comply with A.R.S. § 15-1821.01(2)(b). College shall report all exceptions and the justification for each exception as required by A.R.S. § 15-1821.01(2)(b).

G. College will provide to High School 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.

H. 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.

I. 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. High School will provide College with the State Student ID number for each student as provided in Section 5.1(G).

J. 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 High School 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 High School, 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 High School as necessary to review Dual Enrollment Course outlines and 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 High School with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

C. College will provide High School access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both High School and College. Pursuant to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and applicable regulations, High School 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 High School of a student's need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with High School 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 High School in determining appropriate accommodations or special education services; however, High School shall be responsible for ensuring that the student receives a free appropriate public education ("FAPE") in conformity with his or her 504 Plan or individualized education program ("IEP"), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve High School of any of its legal duties under applicable Federal or State law, including but not limited to High School'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.

#### **4.6 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 High School 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 HIGH SCHOOL**

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

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

D. High School 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. The School Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.

F. High School will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. High School 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.

G. For each student enrolling in a Dual Enrollment Course, High School 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 High School is to provide the instructor, High School will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Course and submit each instructor's name and credentials to College for approval.

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

## **5.3 Assessment and Monitoring**

High School 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 high school scope and sequence to review and amend the course outlines as necessary.

## **5.4 Policy and Procedure**

A. High School 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 High School 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 High School, 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. High School will ensure that each instructor of Dual Enrollment Courses agrees to be subject to High School 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. High School will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both High School and College. Pursuant to FERPA and applicable regulations, High School 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**

High School 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 High School. High School shall work with College in determining appropriate accommodations or special education services. High School shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve High School of any of its legal duties under applicable Federal or State law, including but not limited to High School's obligations relating to child find, evaluation, and placement of students with disabilities.

### **5.6 Reporting**

School High 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.

### **5.7 Facilities and Funding**

A. High School 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 High School shall remain an employee of High School, and shall be subject to the terms and conditions of the instructor's employment contract and High School policy, but shall also be subject to continuing approval by College. Should a High School instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and High School, 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 High School policy. Should a College instructor violate High School procedure or policy, High School 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 High School 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 High School and shall follow the schedule and calendar of classes applicable for Dual Enrollment Courses, as established by High School and approved by College.

### **6.3 Removal from Course**

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

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

High School 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 High School and College. High School and College



must mutually agree if any student who is not a student of High School 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 High School for the services of a qualified instructor provided by High School or, alternatively, College may provide a qualified instructor to deliver any Dual Enrollment Course.

#### **6.6 Guidelines**

High School and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of High School 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 High School 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**

High School 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 High School.

#### **7.3 Tuition**

A. Either the student or High School 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 High School with payments due from College to High School.

C. High School 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**

High School 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 High School policies controlling the disclosure of personally identifiable information from a student's education records.

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

#### **10.1 Termination**

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

## **11. RESPONSIBILITY**

### **11.1 Conduct of Operations**

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

### **11.2 Indemnification**

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

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

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

## **13. NON-ASSIGNABILITY**

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

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

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

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

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

## **16. ENTIRE AGREEMENT**

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained

herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

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

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

## **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 addresses listed below.

## **20. LEGALWORKER 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:

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

If to High School:

Alban Naha, Acting Superintendent  
Hopi Junior/Senior High School  
P O Box 337  
Keams Canyon, AZ 86034

COLLEGE

HIGH SCHOOL

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

\_\_\_\_\_  
*Alban Naha*  
By: Alban Naha  
Title: Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
6-9-2020  
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:  
Counsel for Navajo County Community  
College District

Dated: 6/23/21

Eliza Read

Digitally signed by Eliza Read  
DN: cn=Eliza Read, o, ou,  
email=e.read@mswlaw.com, c=US  
Date: 2021.03.19 11:26:07 -0700

By: Eliza Daley Read  
Title:  
Counsel for High School

Dated: March 19, 2021

**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.

HOPI HOCO ENL101 72 61186 COLLEGE COMPOSITION I	CARPENTER,	3.00
HOPI HOCO ENL102 71 71257 COLLEGE COMPOSITION II	CARPENTER,	3.00
HOPI HOCO MAT152 74 71656 ADVANCED ALGEBRA	LOMAKEM, L	3.00
HOPI HOCO MAT189 67 72727 PRECALCULUS ALGEBRA-TRI	LOMAKEM, L	3.00

**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 one hundred Dollars (\$100) 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:**

College tuition is Seventy-nine Dollars (\$ 79) per credit hour for each in-state student and three hundred seventy nine Dollars (\$ 379) 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. Media Fee	District	Student	X
2. Course Fees	District	Student	X
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]: Tuition for academic year 2020-2021 is \$79. Due to current economic conditions, a waiver of \$39/credit will be issued for all students, bringing tuition to \$40/credit. Further, a scholarship of \$40/credit will be applied for dual enrollment courses, bringing tuition to \$0/credit. Scholarship funds will also pay any applicable course and media fees.

Tuition for academic year 2021-2022 is estimated at \$82. A scholarship of an estimated \$82 per credit will be applied for all dual enrollment courses, bringing tuition to \$0/credit. Scholarship funds will also pay any applicable course and media fees.

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)

\$ 1,576,500

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

Less than 1%

Amount School District returned to College:

(Specify percentage or dollar amount)

-0-

**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, 2022.

#### **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.

**5.6 Reporting**

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

**6. MUTUAL AGREEMENTS**

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

**6.1 The College Instructor**

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

## **6.2 Students**

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

## **6.3 Removal from Course**

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

## **6.4 Schedule**

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

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

## **6.6 Guidelines**

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

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

### **7.1 Fees**

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

### **7.2 Cost-Sharing**

The College and partners shall share the cost of implementing this program. The partners are required to pay tuition, plus equipment or approximately 40% of the program cost. The College shall provide an invoice to the District with a breakdown of costs, one month prior to the due date of Full-Time Equivalents day (FTSE day) each semester.

### **7.3 Supplies**

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

### **7.4 Tuition**

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

### **7.5 Billing Format**

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

## **8. RECORDS**

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



United States or the Secretary of Education when required by applicable federal regulations.

**9. CONFIDENTIALITY**

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

**10. TERMINATION/DISPOSITION OF PROPERTY**

**10.1 Termination**

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

**10.2 No Relief from Obligations**

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

**10.3 Disposition of Property**

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

**11. RESPONSIBILITY**

**11.1 Conduct of Operations**

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

**11.2 Indemnification**

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

**12. CANCELLATION FOR CONFLICT OF INTEREST**

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

**13. NON-ASSIGNABILITY**

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

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

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

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

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

**16. ENTIRE AGREEMENT**

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

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

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

**18. GOVERNING LAW**

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

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

**19. NOTICE**

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

If to College:

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

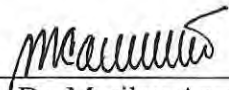
If to School District:

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

COLLEGE

SCHOOL DISTRICT

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

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

\_\_\_\_\_  
Date

*June 29, 2021*  
\_\_\_\_\_  
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: 7/8/21

By: George Hesse

George Hesse

Counsel for School District

Dated: 6/24/21

**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) and commit to paying for the minimum seats as follows: 25 seats for schools with 300 or more students; 15 seats for schools between 100 and 299 students; no seat minimum for schools with less than 100 students. Spring minimum seats may be decreased by 2 to allow for attrition.

- 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:**

In-county/in-state tuition is Sixty-five Dollars (\$65) per credit hour for each in-county/in-state student; out-of-County/in-state tuition is Eighty-two Dollars (\$82) per credit hour for each out-of-County, in-state student; and Three hundred ninety-five Dollars (\$395) 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 \$2,693.77	District <input checked="" type="checkbox"/>	Student <input type="checkbox"/>
2. Course Fees	District <input checked="" type="checkbox"/>	Student <input type="checkbox"/>
3. Media Fee	District <input checked="" type="checkbox"/>	Student <input type="checkbox"/>

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

*Check the appropriate line:*

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

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

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

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

**5. FINANCIAL AID**

In-county/in-state tuition rate for academic year 2021-2022 is \$65/credit hour. Out-of-County/in-state tuition is rate is \$82/credit hour.

A scholarship will be applied for early college course, including all courses available for concurrent enrollment, bringing tuition to \$0/credit hour. Scholarship funds will also pay any applicable course and media fees.

**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)

\$ 1,572,700

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



## Request to Award Contract for the White Mountain Campus Skill Center Project

### **Recommendation:**

Staff recommends awarding the construction contract for the Skills Center at White Mountain Campus to TSG Constructors, LLC., at a base bid price of \$11,727,000 plus Alternate 1 of \$250,000 for a total of \$11,977,000.

### **Summary:**

In October 2018 the Board set aside \$20 million from accumulated savings to cover construction of new facilities at the White Mountain Campus in Show Low. Since then the architects, SPS+ Architects, have updated the Master Facilities Plan for Show Low and other locations. They have also designed the new Skills Center with input from students, faculty, staff and community members. The next phase is the construction of the Skills Center.

The 28,820 square foot facility will house instructional programs for welding automotive and EIT, and space for the maintenance department. The initial estimate to construct the Skills Center, including the design fee, was \$7.7 million for a building size of 26,500. Since May 2020, the construction costs have risen significantly due to the disruption of the supply chain as a result of the pandemic. Many markets had low inventories before the start of the pandemic, other markets were not able to keep up production during the pandemic due to shortages in labor and raw materials, and the increase in material costs related to tariffs.

The formal bidding process included the receipt of six bids on June 18, 2021. With the low base bid of \$ 11,727,000 from TSG Constructors, LLC. One alternate was included in the bid documents; TSG Constructor's price for the alternate totaled \$250,000 resulting in a total bid of \$11,977,000. The alternate will result in improved usage of space in the building and function and operation of the facility.

The committee made up of the Director of Facilities, the Construction Manager, and Architects, evaluated the proposals in accordance with the defined criteria set forth in the Invitation for Bid (IFB) including the value, scope, complexity and the nature of the project. The committee also sought and received clarification of the bids from





the representatives. The committee determined the bid from TSG Constructors is complete and review of the firm is positive.

A copy of the recommendation from SPS+ Architects is included, along with a copy of the bid tabulation and floor plan. Representatives from SPS+ Architects will be available during the Board meeting to answer questions and provide input.

If approved, the project will start in August 2021 and is expected to be ready for Fall 2022 course offerings.



**Northland Pioneer College**

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



July 8, 2021

Richard Strickland, Construction Manager  
Northland Pioneer College  
PO Box 610  
Holbrook, AZ 86025-0610

PARTNERS  
Robert L. Pian, AIA, NCARB  
William R. Pittenger, RA, CSI  
Mark A. Davenport, AIA, LEED AP BD+C

ASSOCIATES  
Richard K. Begay Jr., AIA  
Neil L. Pieratt, RA, LEED AP BD+C

RE: NORTHLAND PIONEER COLLEGE - SKILL CENTER - WMC  
RECOMMENDATION TO AWARD  
SPS+ ARCHITECTS PROJECT NO. 2038

Mr. Strickland,

Open public competitive bids were held for the above referenced project at 3:00 PM on June 18, 2021. Of the six bids received, the apparent low bid was from TSG Constructors LLC for the Base Bid work for the project. TSG Constructors is also the low bidder including the Alternate Bid #1 Mezzanine. See Bid tabulation.

Per the Arizona Registrar of Contractors, TSG Constructors LLC is a licensed General Contractor in good status with no open cases. Their proposed bond and insurance company is Arizona licensing current and active.

On July 8, 2021 the Northland Pioneer College Skill Center project leadership interviewed the three apparently low bidders to future confirm that the contractors brought no, out of the ordinary, issues that would knowingly hinder quality or on time project completion. However, it is advised that Northland Pioneer College maintain a separate contingency fund for unforeseen conditions, additional costs and fees.

Based on the above information including the analysis of NPC project leadership and direction, it is our recommendation that TSG Constructors LLC be awarded the construction contract for this project in the amount of \$11,727,000.00 and Additive Bid #1 Mezzanine amount of \$250,000.00 for an awarded total of 11,977,000.00 (Eleven million, Nine hundred and Seventy Seven dollars).

Sincerely,  
SPS+ ARCHITECTS, LLP

Robert L. Pian, AIA  
Partner

Attachment: NPC Bid Tabulation  
cc: David Huish

**IFB AS #21-05 Bid Tabulation**

INVITATION FOR BID (IFB)

NPC SKILLS CENTER

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT dba NORTHLAND PIONEER COLLEGE

3:00 P.M., Arizona time

June 18, 2021

Page 1 of 1

<b>Vendor</b>	<b>Date Received</b>	<b>Time Received</b>	<b>Bid Submission Received By</b>	<b>Bid Submitted</b>
AW Contracting Corporation	06/18/21	02:47 PM	Electronic - Bonfire Integrated Portal	All required documents present  Base Bid \$11,867,918 Alternate Bid \$249,491
EDGE Construction	06/18/21	02:53 PM	Electronic - Bonfire Integrated Portal	All required documents present  Base Bid \$12,589,210 Alternate Bid \$280,790
FCI Constructors, Inc	06/18/21	02:49 PM	Electronic - Bonfire Integrated Portal	All required documents present  Base Bid \$12,113,732 Alternate Bid \$291,589
Haydon Building Corp	06/18/21	02:55 PM	Electronic - Bonfire Integrated Portal	All required documents present  Base Bid \$12,539,000 Alternate Bid \$243,795
KBE Building Corporation	06/18/21	02:28 PM	Electronic - Bonfire Integrated Portal	All required documents present  Base Bid \$12,135,000 Alternate Bid \$271,213
TSG Constructors, LLC	06/18/21	02:51 PM	Electronic - Bonfire Integrated Portal	All required documents present  Base Bid \$11,727,000 Alternate Bid \$250,000

WE HEREBY CERTIFY THIS IS A TRUE AND ACCURATE TABULATION OF THE PROPOSALS RECEIVED FOR THE ABOVE REFERENCED INVITATION FOR BIDS ON JUNE 18, 2021.

Invitation for Bid Due on June 18, 2021 at 3:00 P.M., Arizona time. Invitation for Bids Received by: Robert Johnson (Bonfire Integrated Portal). Bid Opening Attendees: Robert Johnson, Terrie Shevat, David Huish, Richard Strickland.

Navajo County Community College District dba Northland Pioneer College

RECORDED BY: Terrie Shevat

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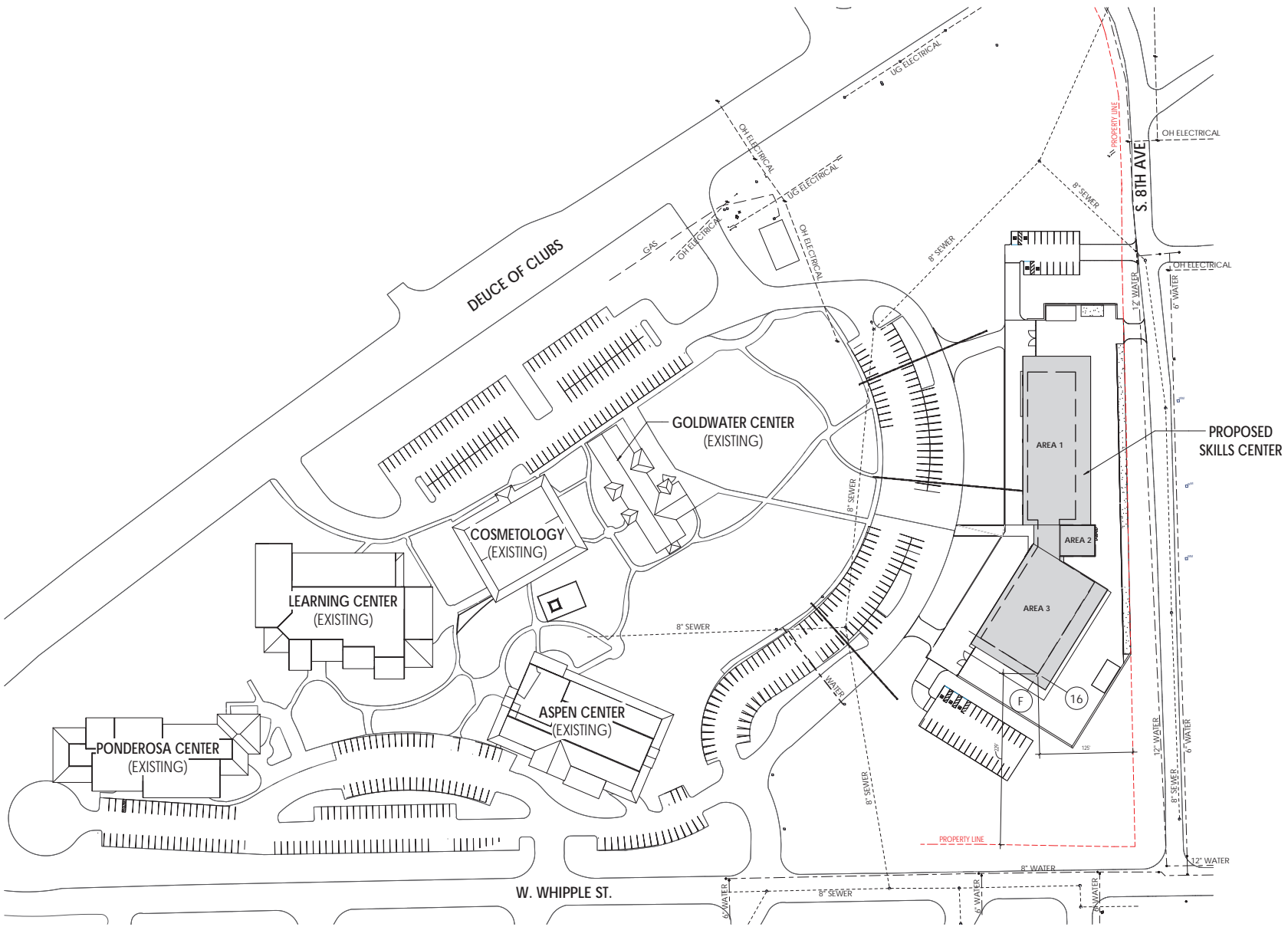
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NO.	DATE	DESCRIPTION

REVIEWED BY: Checker  
 DRAWN BY: Author

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ORIGINAL ISSUE  
 DATE: 02-05-2021  
 JOB No.: 2038

SHEET:  
**SP100**

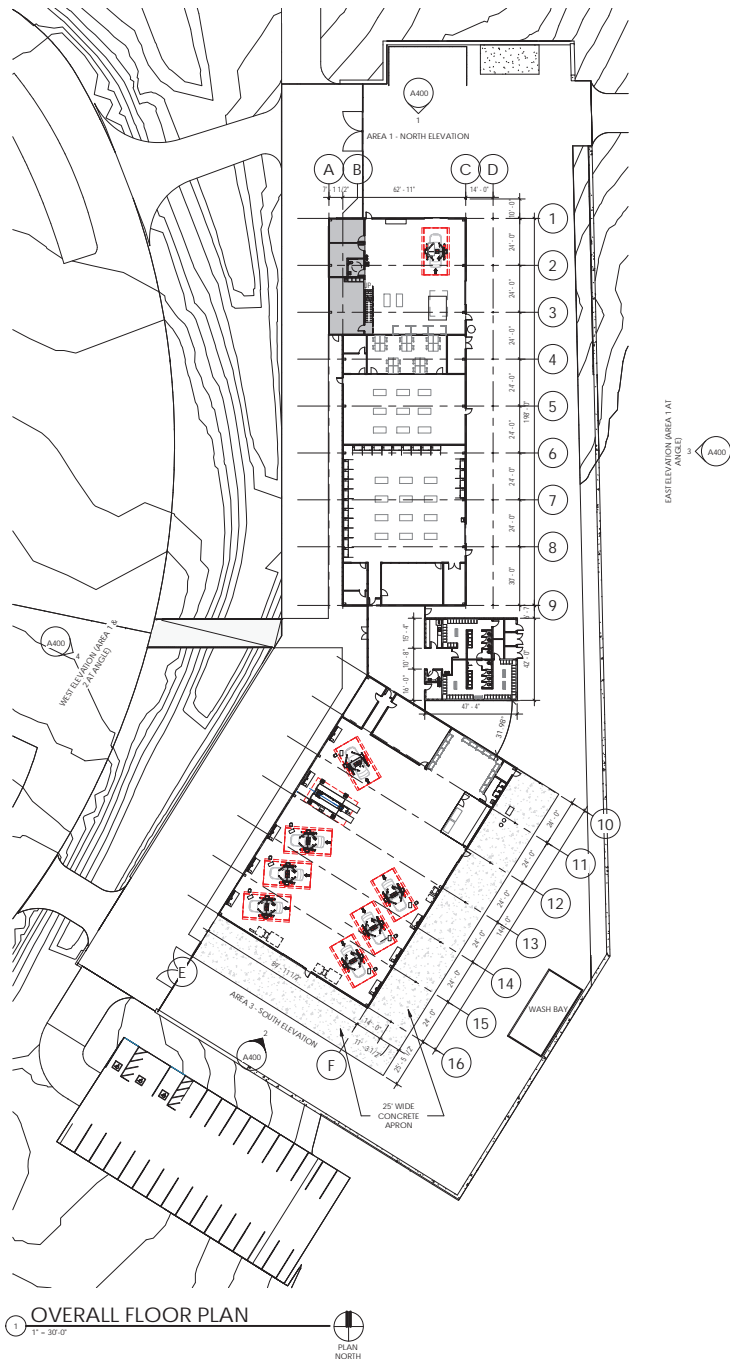


OVERALL SITE PLAN.

1" = 60' 0"



PLAN NORTH



KEY NOTES

GENERAL NOTES

1. START YOUR GENERAL NOTES HERE



SPS+ ARCHITECTS LLP  
 8681 E. VIA DE NEGOCIO  
 SCOTTSDALE, AZ 85258  
 TEL: 480.991.0800  
 FAX: 480.991.2623  
 sspplusarchitects.com

SKILLS CENTER  
 NORTHLAND PIONEER COLLEGE  
 WHITE MOUNTAIN CAMPUS  
 OVERALL FLOOR PLAN

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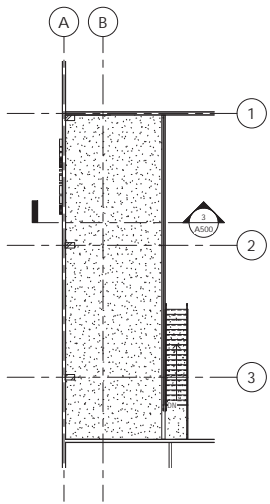
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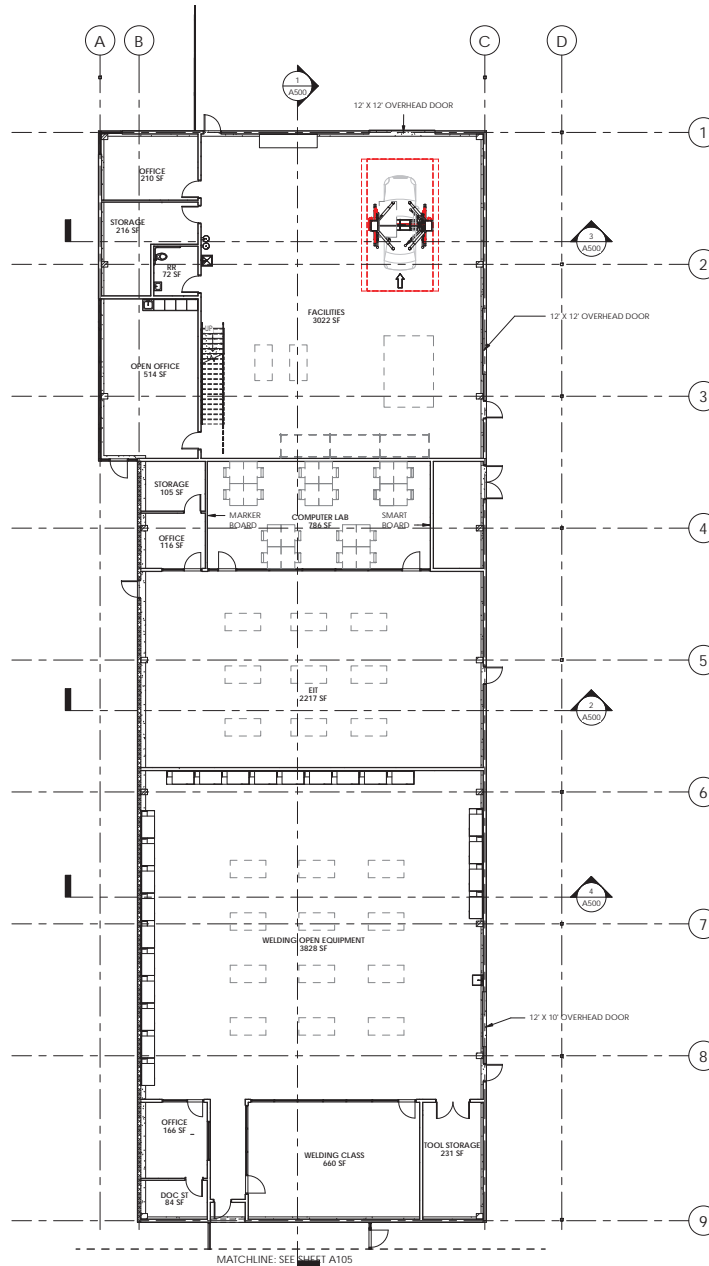
A101



MEZZANINE  
3/32" = 1'-0"



PLAN NORTH



FLOOR PLAN - AREA 1  
3/32" = 1'-0"



PLAN NORTH

GENERAL NOTES

1. START YOUR GENERAL NOTES HERE

CONTRACTOR TO MOVE AND INTALL EXISTING EQUIPMENT FOR EACH DEPARTMENT

KEY PLAN AREA 1  
1" = 100'-0"



PLAN NORTH



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8681 E. VIA DE NEGOCIO  
SCOTTSDALE, AZ 85258  
TEL: 480.991.0800  
FAX: 480.991.2623  
spsplusarchitects.com

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WHITE MOUNTAIN CAMPUS  
AREA 1 - FLOOR PLAN

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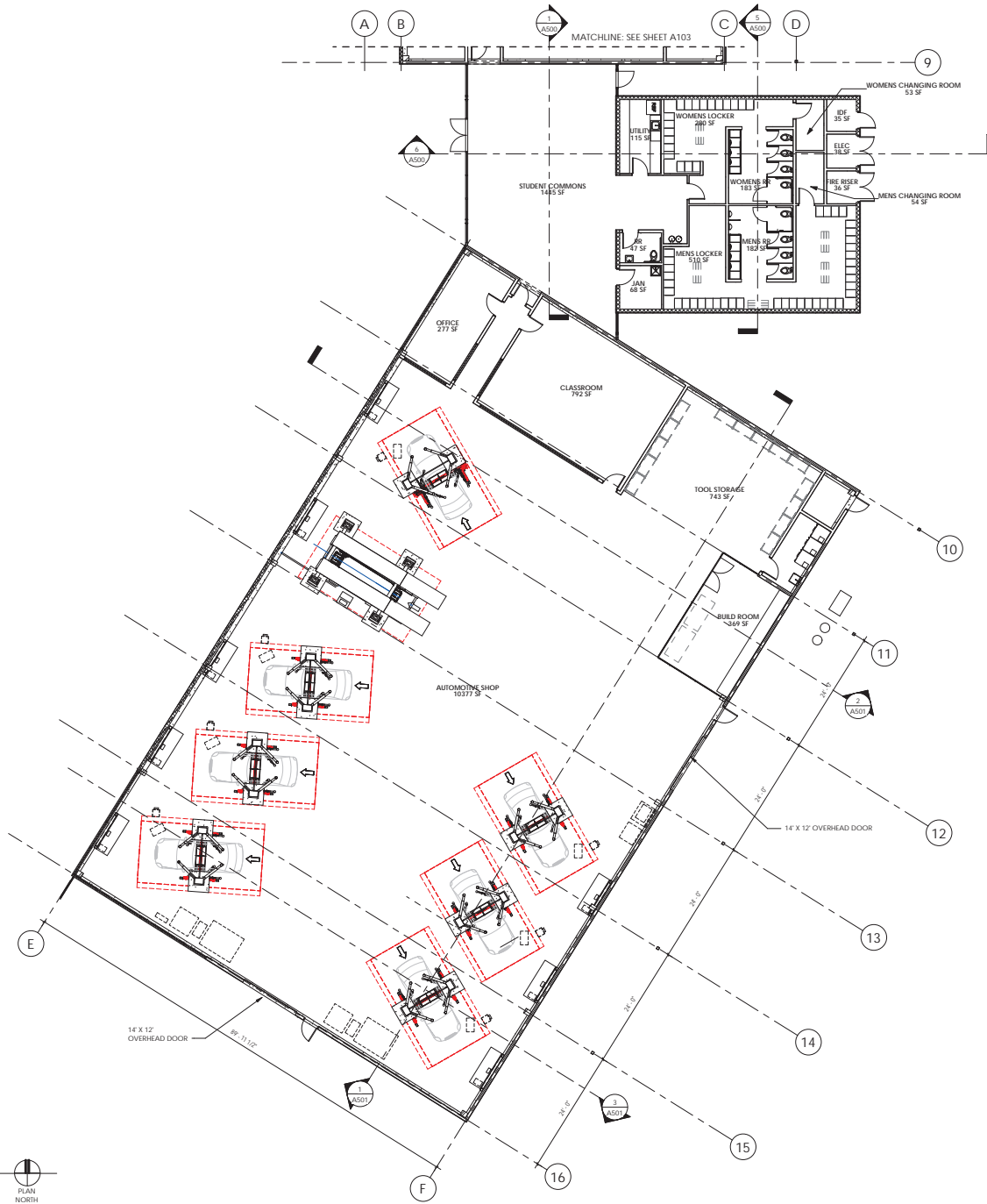
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DATE: 02-05-2021  
JOB No.: 2038

SHEET:  
A103

BM 360/703/38/14/C White Mountain Campus S&S Center/14/C SKILL CENTER CENTRAL 7.2.2014  
 2/20/2021 4:06:28 PM

FLOOR PLAN - AREA 2 & 3  
 1" = 10'-0"



CONTRACTOR TO MOVE AND INTALL EXISTING EQUIPMENT FOR EACH DEPARTMENT



SPS+ ARCHITECTS LLP  
 8681 E. VIA DE NEGOCIO  
 SCOTTSDALE, AZ 85258  
 TEL: 480.991.0800  
 FAX: 480.991.2623  
 spsplusarchitects.com

SKILLS CENTER  
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 WHITE MOUNTAIN CAMPUS  
 AREA 2 & 3 - FLOOR PLAN

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NO.	DATE	DESCRIPTION

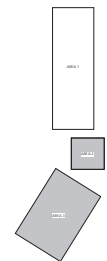
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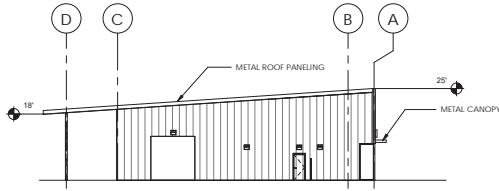
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 A105

KEY PLAN AREA 2 & 3  
 1" = 100'-0"

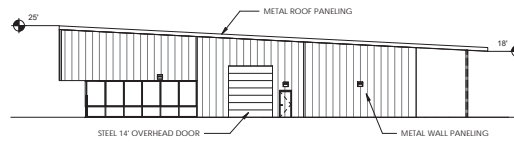


KEY NOTES



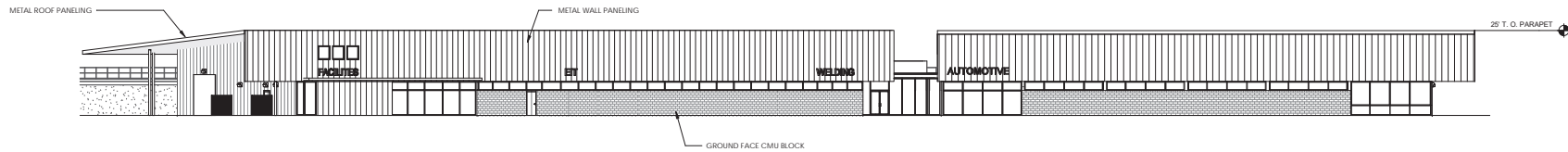
AREA 1 - NORTH ELEVATION

1/16" = 1'-0"



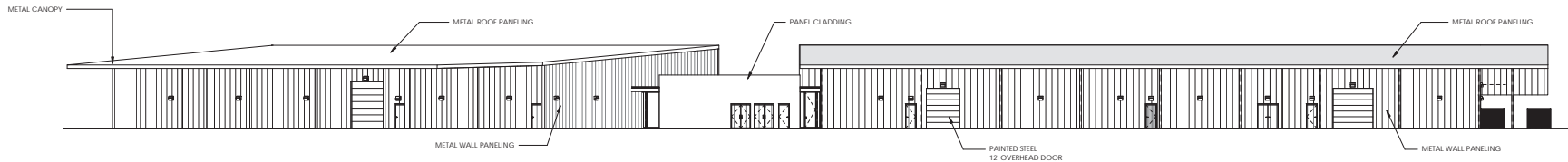
AREA 3 - SOUTH ELEVATION

1/16" = 1'-0"



WEST ELEVATION (AREA 1 & 2 AT ANGLE)

1/16" = 1'-0"



EAST ELEVATION (AREA 1 AT ANGLE)

1/16" = 1'-0"



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SCOTTSDALE, AZ 85258  
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FAX: 480.991.2623  
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SKILLS CENTER  
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EXTERIOR ELEVATIONS

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SHEET:

A400





**FRONT OF SKILLS CENTER**  
**NORTHLAND PIONEER COLLEGE SKILLS CENTER**



# CROSSING BRIDGE

## NORTHLAND PIONEER COLLEGE SKILLS CENTER

## Request to Approve Annual Jenzabar Support and Maintenance for 21/22

### **Recommendation:**

Staff recommends approval to purchase annual Support and Maintenance from Jenzabar Inc. for \$269,500.90.

### **Summary:**

This purchase is sole source request to renew our annual Support and Maintenance for our Jenzabar program. It is sole source because it is an integral application to overall college functions and has been used for a number of years. Terms of this plan start 07/01/2021 and ends 06/30/2022.

The cost breakdown for this maintenance and support is \$246,277.00, tax is \$23,223.90 (which includes the 3% (\$7388.31) due to the City of Holbrook), for a total price of \$269,500.90.





Invoice #:	INV258923
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

<b>Invoice Date</b>	<b>Payment Due Date</b>	<b>PO #</b>	<b>Terms</b>
6/25/2021	7/25/2021		Net 30

Item	Coverage Start	Coverage End	Quantity	Unit Price	Total
CX Academic Records	7/1/2021	6/30/2022	1	\$11,147.00	\$11,147.00
CX Admissions	7/1/2021	6/30/2022	1	\$8,538.00	\$8,538.00
CX Budgeting	7/1/2021	6/30/2022	1	\$3,864.00	\$3,864.00
CX Common	7/1/2021	6/30/2022	1	\$43,806.00	\$43,806.00
CX CRM-Admissions Officer	7/1/2021	6/30/2022	1	\$9,552.00	\$9,552.00
CX CRM-Candidate	7/1/2021	6/30/2022	1	\$9,083.00	\$9,083.00
CX CRM-Faculty	7/1/2021	6/30/2022	1	\$11,180.00	\$11,180.00
CX CRM-Staff	7/1/2021	6/30/2022	1	\$6,188.00	\$6,188.00
CX CRM-Student	7/1/2021	6/30/2022	1	\$8,983.00	\$8,983.00
CX Degree Audit	7/1/2021	6/30/2022	1	\$4,719.00	\$4,719.00
CX Financial Aid	7/1/2021	6/30/2022	1	\$11,811.00	\$11,811.00
CX General Ledger	7/1/2021	6/30/2022	1	\$13,199.00	\$13,199.00
CX HR-Administration	7/1/2021	6/30/2022	1	\$7,681.00	\$7,681.00
CX HR-Payroll	7/1/2021	6/30/2022	1	\$7,681.00	\$7,681.00
CX HR-Position Control	7/1/2021	6/30/2022	1	\$7,157.00	\$7,157.00
CX Informix	7/1/2021	6/30/2022	1	\$43,939.00	\$43,939.00
CX Internet Campus Base	7/1/2021	6/30/2022	1	\$12,777.00	\$12,777.00
CX Moodle Integration	7/1/2021	6/30/2022	1	\$1,579.00	\$1,579.00
CX Purchasing/Accounts Payable	7/1/2021	6/30/2022	1	\$6,564.00	\$6,564.00
CX Student Affairs	7/1/2021	6/30/2022	1	\$3,937.00	\$3,937.00

Item	Coverage Start	Coverage End	Quantity	Unit Price	Total
<b>CX Student Financials</b>	7/1/2021	6/30/2022	1	\$6,564.00	\$6,564.00
<b>Jenzabar Mobile Web</b>	7/1/2021	6/30/2022	1	\$6,328.00	\$6,328.00

Comments: 2021 Renewal

<b>Subtotal</b>	\$246,277.00
<b>Tax Total</b>	\$23,223.90
<b>Discount Item</b>	
<b>Total</b>	\$269,500.90

For questions please email [Accountsreceivable@jenzabar.com](mailto:Accountsreceivable@jenzabar.com)

**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

Search

e.g. I606N020Q02, asph:



Search Results

Select Domain  
Entity Information



All Entity Information

Entity Registrations

Disaster Response Registry

Exclusions

Filter By



Keywords

Jenzabar ×

Classification ∨

Excluded Entity ∨

Federal Organizations ∨

Exclusion Type ∨



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We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

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## Request to Approve Annual Microsoft License and Assurance for 21/22

### **Recommendation:**

Staff recommends approval to purchase annual Microsoft License and Assurance for \$134,153.40 over 3 years.

### **Summary:**

This purchase is sole source request to renew our annual Microsoft License and Assurance. It is sole source because it is an integral application to overall college functions and has been used for a number of years. Terms of this plan start 07/01/2021 and ends 06/30/2024.

Sub-total \$40,864.30, total for this year \$43,491.87, tax \$2,627.57, tax to City of Holbrook 3% \$1,225.93, total taxes \$3,852.50. Total amount of DGB Purchase request: \$44,717.80 for this year. Over three years: \$134,153.40.



# QUOTE CONFIRMATION



**DEAR PAUL MOFFITT,**

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MDWC274	6/8/2021	MS RNWL UPDATED	302679	<b>\$43,491.87</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Microsoft Desktop Education - license &amp; software assurance - 1 license</a> Mfg. Part#: 2UJ-00011 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: E&I CNR01439 Catalog Software (CNR01439)	332	2320205	\$57.30	\$19,023.60
<a href="#">Microsoft Exchange Server Enterprise Edition - license &amp; software assurance</a> Mfg. Part#: 395-04412 UNSPSC: 43232915 Electronic distribution - NO MEDIA Contract: E&I CNR01439 Catalog Software (CNR01439)	4	2320258	\$385.75	\$1,543.00
<a href="#">Microsoft SQL Server Enterprise Core Edition - license &amp; software assurance</a> Mfg. Part#: 7JQ-00038 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: E&I CNR01439 Catalog Software (CNR01439)	8	2673531	\$1,190.25	\$9,522.00
<a href="#">Microsoft SQL Server Standard Core Edition - license &amp; software assurance -</a> Mfg. Part#: 7NQ-00050 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: E&I CNR01439 Catalog Software (CNR01439)	2	2673545	\$310.35	\$620.70
<a href="#">Microsoft Windows Virtual Desktop Access - subscription license (1 month) -</a> Mfg. Part#: 4ZF-00177 UNSPSC: 43233006 Electronic distribution - NO MEDIA Contract: E&I CNR01439 Catalog Software (CNR01439)	50	2555736	\$33.00	\$1,650.00
<a href="#">Microsoft Office 365 Pro Plus - subscription license ( 12 month )</a> Mfg. Part#: S3Y-00004 UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	650	3556472	\$0.00	\$0.00
<a href="#">Microsoft Windows Server Datacenter Edition - license &amp; software assurance</a>	15	4609126	\$319.75	\$4,796.25




**QUOTE DETAILS (CONT.)**

Mfg. Part#: 9EA-00310 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: E&I CNR01439 Catalog Software (CNR01439)				
<a href="#">Microsoft Azure Active Directory Premium - subscription license - 1 user</a>	575	3634211	\$6.45	\$3,708.75
Mfg. Part#: GN9-00009 UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: E&I CNR01439 Catalog Software (CNR01439)				
<a href="#">Microsoft Azure Active Directory Premium P1 - subscription license (1 month)</a>	6800	5163841	\$0.00	\$0.00
Mfg. Part#: LE6-00001 Electronic distribution - NO MEDIA Contract: MARKET				
<a href="#">Microsoft Office 365 Education - subscription license (1 Year) - 1 user</a>	6800	4090095	\$0.00	\$0.00
Mfg. Part#: GU3-00001 UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET				
<a href="#">Microsoft Office 365 Pro Plus - subscription license ( 12 month )</a>	6800	3202684	\$0.00	\$0.00
Mfg. Part#: S2Y-00002 UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET				

<b>PURCHASER BILLING INFO</b>	<b>SUBTOTAL</b>	\$40,864.30
<b>Billing Address:</b> NORTHLAND PIONEER COLLEGE BUSINESS OFFICE PO BOX 610 HOLBROOK, AZ 86025-0610 <b>Phone:</b> (928) 524-7600 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$2,627.57
	<b>GRAND TOTAL</b>	<b>\$43,491.87</b>
	<b>DELIVER TO</b> <b>Shipping Address:</b> NORTHLAND PIONEER COLLEGE 102 N 1ST AVE HOLBROOK, AZ 86025-2902 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION	
<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	Rachel Somers		(866) 708-1693		rachpar@cdw.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager

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# Program Signature Form

Agreement number

V9405571
----------

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Open Value Subscription Agreement for Education Solutions	X20-14265

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> Northland Pioneer College <b>Signature*</b> _____ <b>Printed First and Last Name*</b> _____ <b>Printed Title*</b> _____ <b>Signature Date*</b> _____
<b>Tax ID</b> _____

*\* indicates required field*

Customer (Optional 2 <sup>nd</sup> )
<b>Name of Entity (must be legal entity name)*</b> _____ <b>Signature*</b> _____ <b>Printed First and Last Name*</b> _____ <b>Printed Title*</b> _____ <b>Signature Date*</b> _____
<b>Tax ID</b> _____

*\* indicates required field*

If Customer requires physical media, include the media form(s) with this signature form. For OV/OVS programs, products are available for online download from Volume Licensing Service Center.

After this signature form is signed by the Customer, send it and the Contract Documents to your Reseller, who must submit them to the Regional Operation Center. When the Agreement has been processed, Customer will receive a confirmation.

**Prepared By:** Derek Wagner  
derewag@cdw.com

# Open Value Subscription Agreement for Education Solutions

Agreement number  
*Microsoft to complete*

V9405571

Previous Enrollment or  
Agreement number  
*Reseller to complete*

V1640416

**This agreement must be attached to a signature form to be valid.**

**Please note:** The Open Value Subscription Agreement for Education Solutions is a simplified alternative in electronic agreement format to the Campus and School Agreement with the Enrollment for Education Solutions.

This Open Value Subscription Agreement for Education Solutions is entered into by the entities identified on the signature form.

## **Licensing Institution information**

**Institution ID:** 86CCCE1C

**Entity name\*** Northland Pioneer College

**Contact name: First\*** Ernie **Last\*** Hess

**Contact email address\*** Ernest.hess@npc.edu

**Street address\*** 102 First Ave.

**City\*** Holbrook

**State/Province\*** AZ

**Postal code\*** 86025

**Country\*** United States

**Phone** 928-532-6769

**Tax ID (if applicable)**

*\*indicates required field*

The personal information Institution provides in connection with this agreement will be used and protected according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

## **Notices contact and online administrator**

This contact (1) receives all contractual notices and (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

**Entity name\*** Northland Pioneer College

**Contact name: First\*** Scott Henry **Last\*** Estes

**Contact email address\*** henry.estes@npc.edu

**Street address\*** 102 First Ave.

**City\*** Holbrook

**State/Province\*** AZ

**Postal code\*** 86025

**Country\*** United States

**Phone** 928-524-7400

This contact is a third party (not Institution)

Note: This contact receives personally identifiable information of Institution.

*\*indicates required field*

This agreement consists of (1) the terms and conditions of this agreement, (2) the Product Terms, (3) the Use Rights, (4) any orders submitted under this agreement, (5) the signature form, and (6) the Microsoft Qualified Educational User Definition located at <http://www.microsoft.com/licensing/contracts>.

**A. Select a purchasing option and license period.**

Customer must select at least one Enterprise Product or Enterprise Online Service from the product categories below to cover all Qualified Devices and/or Qualified Users, depending on the License type. Customer’s Enterprise must have a minimum of 5 Qualified Devices or Qualified Users. *To qualify for the platform discount, check all three product categories.*

<b>OS</b>	<input checked="" type="checkbox"/> Please see the Product Terms for current Windows Desktop Operating System options
<b>Office Applications</b>	<input checked="" type="checkbox"/> Please see the Product Terms for current Office Desktop Applications and Office 365 Applications options
<b>Office 365 / CAL Suites</b>	<input checked="" type="checkbox"/> Please see the Product Terms for current Office 365 Suite and CAL Suite options

Desktop qualifies for up-to-date (UTD) discount (attach UTD discount form).

Please select only one of the following two initial Licensed Period options:

<input type="checkbox"/> 12 full calendar months Licensed Period	<input checked="" type="checkbox"/> 36 full calendar months Licensed Period
--	---

**B. Defining Institution’s Organization (select only one option).**

Institution must define its Organization by choosing one of the options below. If Institution chooses to enroll only specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or clearly defined User group names. If the department, school location or clearly defined User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school includes the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

Institution only

Institution and all of its Affiliates

Institution *plus* the listed Affiliate(s) and/or department(s), school location(s), and/or clearly defined User group(s) if Affiliate is a school without departments or school locations, of Affiliate(s) (please list the Affiliate(s), department(s), school location(s) and/or User group(s) of Affiliate(s) below)

The listed department(s), school location(s), and/or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations, of Institution and any of its Affiliates, and any Affiliate(s) (please list department(s), school location(s) and/or User group(s) and any Affiliate(s) below)

Please indicate whether the Institution’s Organization will include all new Affiliates acquired after the start of this agreement: Include future Affiliates

**C. Identify Institution price level.**

- Check this box if Institution's Organization-wide Count is at least 1000, in order to qualify for the next price level.

**D. Identify the Subscriptions manager and Software Assurance and online services managers (if different from notices) (if different from notices).**

- a. **Software Assurance manager.** This contact will receive online permissions to manage the Software Assurance benefits under this agreement.

**Entity name\***  
**Contact name: First\* Last\***  
**Contact email address\***  
**Street address\***  
**City\***  
**State/Province\***  
**Postal code\***  
**Country\***  
**Phone**  
*\*indicates required field*

- b. **Subscriptions manager.** This contact will assign MSDN Subscription Licenses to the individual subscribers under this agreement. Assignment of the Subscription Licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

**Entity name\*** Northland Pioneer College  
**Contact name: First\* Anne Last\* Lange**  
**Contact email address\*** anne.lange@npc.edu  
**Street address\*** 102 First Ave.  
**City\*** Holbrook  
**State/Province\*** AZ  
**Postal code\*** 86025  
**Country\*** United States  
**Phone** 928-524-7400  
*\*indicates required field*

- c. **Online Services manager.** This contact will be provided online permissions to manage the online services ordered under this agreement.

**Entity name\*** Northland Pioneer College  
**Contact name: First\* Anne Last\* Lange**  
**Contact email address\*** anne.lange@npc.edu  
**Street address\*** 102 First Ave.  
**City\*** Holbrook  
**State/Province\*** AZ  
**Postal code\*** 86025  
**Country\*** United States  
**Phone** 928-524-7400  
*\*indicates required field*

**E. Identify Institution's reseller and distributor.**

**a. Reseller.**

**Entity name\*** CDW Logistics, Inc.  
**Contact name: First\*** Michelle **Last\*** Bridgemon  
**Contact email address\*** michbri@cdw.com  
**Street address\*** 20750 Civic Center Drive Suite 590  
**City\*** Southfield  
**State/Province\*** MI  
**Postal code\*** 48076  
**Country\*** United States  
**Phone** 856-330-3213  
*\*indicates required field*

**b. Distributor.**

**Entity name\*** Tech Data  
**Contact name: First\*** CASA **Last\*** Administrator  
**Contact email address\*** casa@techdata.com  
**Street address\*** 16202 Bay Vista Dr  
**City\*** Clearwater  
**State/Province\*** FL  
**Postal code\*** 33760  
**Country\*** United States  
**Phone** 800-237-8931x82031  
*\*indicates required field*

**Name of Microsoft contracting Affiliate and notices contact information for Microsoft**

Microsoft Corporation  
Dept. 551, Volume Licensing  
6880 Sierra Center Parkways  
Reno, Nevada 89511  
USA

# Terms and Conditions

## 1. Definitions.

“Additional Product” means any Product identified as such in the Product Terms and chosen by Institution under this agreement.

“Affiliate” means

- a. If Institution is a non-public entity, then, with regard to Institution, “Affiliate” means any Qualified Educational User (as defined in the applicable Microsoft Qualified Educational User Definition available at the Licensing Site) that Institution owns or controls, that owns or controls Institution, or that is under common ownership or control with Institution.
- b. If Institution is a public entity, then, with regard to Institution, “Affiliate” means, any Qualified Educational User that is:
  - (i) within the administrative control or supervision of Institution, or
  - (ii) expressly authorized by Institution to purchase as its affiliate.
- c. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

For purposes of this definition, **except with regard to hospitals, healthcare systems, and research laboratories** (collectively, “Healthcare Institutions”), “ownership” means more than 50% ownership, and “control” means the right granted by law to exercise decision-making authority over the administrative, financial, and operational affairs of another. For Healthcare Institutions, “ownership” means that Institution is the sole owner of the Healthcare Institution, and “control” means that Institution is the only entity exercising control over the Healthcare Institution’s day-to-day operations.

“Customer Data” means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, Institution and its Affiliates through Institution’s use of the Online Services.

“Defined Region” means the geographical region as defined on the regional listing located at <http://www.microsoft.com/licensing/licensing-options/open-regional.aspx> where Institution is organized and operated.

“Desktop Platform Product” means any Product available in the Defined Region and identified in the Product Terms as such and that Institution chooses to license under this agreement. Desktop Platform Products may only be licensed on an Organization-wide basis under this agreement.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Institution under this agreement. Enterprise Online Services are treated as Online Services, except as noted.

“Enterprise Product” means any Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by the Institution under this agreement. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Organization-wide basis under this program.

“Faculty” means any employees, contractors and volunteers who teach or perform research for Institution and uses a Qualified Device.

“Fix(es)” means Product fixes, modifications or enhancements or their derivatives that Microsoft either releases generally (such as service packs) or that Microsoft provides to Institution when performing services to address a specific issue.

“Graduate” means a Student who has completed (1) a grade or a level in a school or an educational institution in the Organization that qualifies the Student for enrollment into college or university or (2) earned a diploma or degree from a college or university in the Organization.

“Institution” means the entity that is (1) a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered



into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, "Institution" includes all participating schools in the same district.

"License" means the right to download, install, access, and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Licensed Period" means the period of time beginning on the effective date of this agreement and continuing for the period of time specified in this agreement (either 12 or 36 full calendar months).

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Microsoft" means the Microsoft Affiliate that has entered into this agreement and its Affiliates.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Organization" means the organization as defined by Institution in Section B above ("Defining Institution's Organization").

"Organization-wide Count" means the total quantity of Faculty and Staff in the Organization. Institution must count a full-time member of its Faculty and Staff as 1, a part-time member of its Faculty as 1/3, and a part-time member of its Staff as 1/2.

"Previous Enrollment or Agreement" means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"Professional Services" means Product support services and Microsoft consulting services provided to Institution under this agreement. "Professional Services" does not include Online Services.

"Qualified Device" means a device that is used for the benefit of Institution's Organization or by for the benefit of Students enrolled in the Organization and is: (1) a personal desktop computer, portable computer, workstation or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, Institution may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Organization as a Qualified Device for all or a subset of Enterprise Products or Online Services Institution has selected

"Qualifying Enrollment or Agreement" means an Enrollment for Education Solutions or an Open Value Subscription Agreement for Education Solutions, the minimum requirements of which were met (i.e. a Qualifying Enrollment was not used) and that was entered into by Institution or Institution's Affiliate, each active and valid upon signing this agreement. Institution must have been included in the Organization under an Enrollment for Education Solutions or Open Value Subscription Agreement for Education Solutions that is used as the Qualifying Enrollment or Agreement.

"Qualified User" means a User who (1) is a user of a Qualified Device or (2) accesses any server software or online services licensed within Institution's Organization. It does not include a person who accesses server software or online services solely under a license identified in the Qualified User exemptions in the Product Terms.

“Services Deliverables” means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Institution at the conclusion of Microsoft’s performance of Professional Services.

“SLA” means Service Level Agreement, which specifies the standards to which Microsoft agrees to adhere and by which it measures the level of service for an Online Service. The SLA is available at the Volume Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as described in the Product Terms.

“Software Updates” means additional or replacement code for any portion of a Product that Microsoft may make available to the general public without a fee from time to time.

“Staff” means any non-Faculty employees, contractors and volunteers who perform work for Institution and use an Institution Qualified Device.

“Student” means any individual enrolled in any educational institution that is part of Institution’s Organization, whether on a full or part-time basis.

“Student Count” means the total quantity of Students in the Organization. Institution must count a full-time Student as 1 and a part-time Student as 1/3.

“Student Qualified Device” means a Qualified Device owned, leased or controlled by a Student, or owned, leased or controlled by the Organization and assigned for individual, dedicated use by a Student.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“use” or “run” means to copy, install, use, access, display, or otherwise interact with.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

“Users” means Institution, Faculty, Staff, and Students designated in this agreement to run the Products and members of the public who access devices located in Institution’s open access labs or libraries.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Pricing.**

**a. Discounts.** Microsoft offers savings:

**(i) Platform Discount.** if Institution selects a desktop platform, and/or;

**(ii) Up-to-date Discount.** If Customer has acquired a fully-paid, perpetual license to the current version of an Enterprise Product or desktop platform Product under another licensing program and orders the same Product under a new three-year Open Value Subscription agreement, Microsoft offers a one-time-only reduced price (the price it charges its distribution channel) on the first year payment. Please see the Product Terms for a list of Products and versions eligible for the “Up-to-date” (UTD) discount. Customer is required to provide proof of licensing for the quantity that will qualify for the discount.

**b. Product price and payment terms set by Institution’s reseller.** Institution’s prices for each Product will be established by its reseller.

- c. **Prices to channel.** Microsoft's price to its distribution channel for a particular Product is established at the time the Product is first ordered and is re-established at renewal.
- d. **One-year Licensed Period.** Microsoft will not increase the price it charges to the reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding 12-month Licensed Period if Institution submits an extension order prior to the expiration of the Agreement for the same Products in the same quantities as ordered in the expiring Licensed Period.

### 3. **Licenses for Products.**

- a. **Licensing options.** The Organization must license Desktop Platform Products based on at least one of the following options: Faculty and Staff or Students. For the Faculty and Staff option, Institution's order quantity for Desktop Platform Products must be the Organization-wide Count, and for the Student option the Student Count. The Desktop Platform Product versions or SKUs (stock keeping units) included in Institution's initial order determine the Organization's license rights for such Products.
- b. **License grant.** Microsoft grants the Organization a non-exclusive, worldwide and limited right to install and use software Products and to access and use the Online Services, each in the quantity ordered under this agreement. The rights granted are subject to the terms of this agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this agreement.
- c. **Use by Affiliates.** Institution may sublicense its Licenses for Products to any Affiliates located in Institution's Defined Region, but Affiliates may not sublicense these rights and their use must be consistent with the terms contained in this agreement.
- d. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when this agreement is terminated or expires, unless Institution exercises a buy-out option, which is available for some Subscription Licenses. For Online Services, the duration of the Subscription License starts at the time of Product activation and not the time of order and the Subscription License will remain subject to the terms of this agreement and the applicable Use Rights notwithstanding the termination or expiration of this agreement.
- e. **Applicable Use Rights.**
  - (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of this agreement will apply to Institution's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Institution chooses to have those changes apply.
  - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term in the Product Terms.
- f. **Downgrade rights.** Institution may use an earlier version of a Product than the version that is current on the effective date of this agreement. In that case, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version will apply with respect to those features.
- g. **License confirmation.** This agreement, Institution's order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be Institution's evidence of all Licenses obtained under this agreement.

- h. Non-Microsoft software and technology.** The Organization is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. The Organization may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.
- i. Restrictions on use.** The Organization may not (and must not attempt to) reverse engineer, decompile, or disassemble the Product or Fix. Except as expressly permitted in this agreement, The Organization must not (1) separate and run parts of a Product on more than one computer, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or host any Product or Fix.

#### **4. Qualifying systems Licenses**

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Devices on which the Organization runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product Terms at <http://www.microsoft.com/licensing/contracts>.

#### **5. How to order Products.**

- a. Choosing a reseller.** Institution must choose and maintain a reseller authorized in Institution's Defined Region.
- b. Sign this agreement.** Institution will be directed to a password protected Microsoft Web site to accept this agreement and allow its reseller to place Institution's order. Institution will receive an agreement confirmation which will indicate Microsoft's acceptance of the agreement. The agreement confirmation may be sent by email. After the reseller places Institution's first order, Institution will receive an order confirmation. This agreement will be terminated if Institution fails to place an order within 30 days of the agreement confirmation date. If Institution is unable to access Microsoft's Web site, Institution should contact its reseller.
- c. Minimum order requirements for OVS-ES.** Initial orders, anniversary orders, and extension orders must contain at least one Desktop Platform Product for the Organization-wide Count or Student Count, as applicable. The Organization-wide count and/or Student count as applicable must be at least 5 licenses.

The minimum requirements listed above are waived if Institution has a Qualifying Enrollment or Agreement.

- d. Minimum order requirements.** Institution must submit an order within 30 days of the effective date of the Enrollment. Institution may subsequently submit orders for Products that were not part of its initial order, provided Institution orders such Products in the same calendar month in which the Organization initially uses them. The following terms apply to initial orders and non-anniversary orders for Products not previously ordered:
  - (i)** Initial orders, anniversary orders, and extension orders must contain at least one Desktop Platform Product for the Organization-wide Count or Student Count, as applicable. The Organization-wide count and/or Student count as applicable must be at least 5 licenses.
  - (ii)** Orders for Desktop Platform Products and all component products that are part of the Desktop Platform Products must be for Institution's then-current Organization-wide Count.

- (iii) Additional Products must be ordered in exact quantities needed (in any quantity.) Certain Additional Products may instead be ordered for the Organization-wide Count, as described in the Product Terms.
  - (iv) Products offered under the Student Offering must be ordered for the full Student Count, with the exception of certain Products designated in the Product Terms.
  - (v) From time to time, Microsoft may offer additional licensing options for Students based on Licenses for Products ordered for Institution's Organization-wide Count, which will be described in the Product Terms.
- e. Adding more copies of Products previously ordered**
- (i) For Desktop Platform Products, and Additional Products licensed Organization-wide, and products offered under the Student offering, Institution does not need to submit orders to increase the number of copies run. However, increases in Organization-wide Count or Student Count, as applicable, must be reported at each anniversary of the agreement effective date.
  - (ii) Other Additional Products (i.e., not licensed Organization-wide) are licensed based on the number of Licenses acquired. At any time during the Licensed Period (including any extension), The Organization may run additional copies of any previously ordered Additional Products, provided Institution submits orders for such copies. The order must be placed in the month in which those copies are first run.
- f. Extension orders and subsequent annual orders.** Institution must submit orders based on the following:
- (i) **One-year Licensed Period.** An extension order must be submitted to extend the agreement for another Licensed Period. The extension order must be received by Microsoft prior to the expiration of the Licensed Period. The selection and quantity of individual Products ordered, not the Product categories selected in section A above, can be changed at each extension order.
  - (ii) **Three-year Licensed Period.** An anniversary order must be received by Microsoft prior to each anniversary of the agreement effective date, and a subsequent extension order must be received by Microsoft prior to the expiration of the initial three-year Licensed Period. Each anniversary order must be for at least the same Product selection and total quantity as ordered during the one-year period in which each Product was first ordered, except for step-ups and any additional products not ordered Organization-wide. When placing anniversary orders, Institution may order fewer licenses for Online Services than the quantity of Institution's initial order as long as the anniversary order meets the minimum requirements for Platform Online Services.
- g. How to confirm orders.** Microsoft will publish information about orders placed by Institution, including an electronic confirmation of each order on a password-protected site on the World Wide Web at <https://www.microsoft.com/licensing/servicecenter> or a successor site. Upon Microsoft's acceptance of this agreement, the contact identified for this purpose will be provided access to this site.
- h. Step up to a higher Product edition.** If a previously ordered Product has multiple editions, The Organization may migrate to the higher edition by stepping up. The order requirements set forth in subsection 5(e) above apply to step-ups for both Desktop Platform Products and Additional Products.
- i. Pay for orders.** Institution must pay its reseller for the Products ordered.
- j. Changing a reseller.** If Institution discontinues its relationship with a reseller, Institution must choose a replacement reseller in Institution's Defined Region. If Institution intends to change its reseller, Institution must notify Microsoft and the former reseller in writing on a

form that Microsoft provides at least 30 days prior to the date on which the change is to take effect.

## **6. Transfer and reassigning Licenses.**

- a. License transfers.** License transfers are not permitted, except that Institution may transfer fully-paid perpetual licenses to:
  - (i)** an Affiliate located in the same Defined Region as Institution, or
  - (ii)** a third party solely in connection with the transfer of hardware or employees to whom the licenses have been assigned as part of (1) a divestiture of an Affiliate or a division of an Affiliate or (2) a merger involving Institution or an Affiliate.
- b. Notification of License Transfer.** Institution must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the license transfer. No License transfer will be valid unless Institution provides to the transferee, and the transferee accepts in writing, the applicable Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any License transfer not made in compliance with this section will be void.
- c. Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Organization. Licenses and Software Assurance may be reassigned within the Organization as described in the Use Rights.

## **7. Term and termination.**

- a. Effective date.** This agreement will be effective on the date it is accepted by Microsoft unless a Qualifying/Previous Enrollment or Agreement number is provided at the top of this agreement. In that case, the effective date will be one day following the expiration of the Qualifying/Previous Enrollment or Agreement.
- b. Term.** This agreement ends 12 or 36 full calendar months from the effective date. The term is indicated in Section A of this agreement titled "Select a purchasing option and license period." Microsoft will provide Institution prior written notice advising of the extension and buy-out options.
- c. Termination for Cause.** Either party may terminate this agreement only in the event of a material breach by the other party. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days prior written notice and opportunity to cure.
- d. Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation.
- e. Effect of termination or expiration.** If the agreement is terminated, or Customer does not exercise the buy-out, or allows the agreement to expire, then all copies of the Products licensed under this agreement must be deleted and destroyed. Microsoft may request written certification of the deletion and destruction.

- f. **Program updates.** Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement at the time of an agreement extension.

## **8. How to renew this agreement.**

- a. **Renew agreement by extension.** Institution has a one-time option to extend this agreement and place additional orders under it for one additional term of 36 full calendar months. If Institution wishes to renew this agreement, it must submit a renewal order prior to or at the expiration of the first term. The renewal will start the day after the first term ends. If Microsoft makes a change to this program, Institution may have to enter into a new agreement.
- b. **Renew agreement by executing new agreement.** If Institution wishes to continue its subscription after the agreement expires, it must submit a new order prior to or at the expiration of the agreement term. The new agreement will start the day after the existing agreement ends.

## **9. Buy-out.**

Institution may elect to obtain perpetual Licenses for Products after subscribing for three or more consecutive years under the Open Value Subscription program through several one-year License Periods or a three-year License Period or combination of both. The buy-out order can be placed only at the end of the agreement term. Institution must submit an order to the reseller at least 30 days before the end of that term and pay the buy-out price. The buy-out price is determined by agreement between Institution and its reseller.

The buy-out order quantity for Licenses for Desktop Platform Products shall be at least equal to the Organization-wide Count but shall not exceed the total quantity of Institution Qualified Devices in its Organization on the date of the buy-out order. The buy-out order quantity for Additional Products shall be the lowest total quantity of copies ordered during any of the three 12 month periods immediately preceding expiration of this agreement. The buy-out option is not available for Products licensed under the Student option.

Except as specifically provided otherwise in the Use Rights, perpetual Licenses acquired through this buy-out option are device-based Licenses. The license grant in Section 3b above does not apply to such perpetual Licenses. For example, a License is required for each Qualified Device on which the Organization desires to run Office.

Institution's prices for buy-out Licenses will be the buy-out prices in effect for its price level for that Product as of the date that it places its first order for that Product or as specified with the initial order.

If Institution opts to buy out Licenses and desires to maintain Software Assurance coverage, Institution must renew Software Assurance on or before the end of the agreement term by signing a new license agreement.

## **10. Confidentiality.**

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand to be confidential, including Customer Data and the terms of Microsoft agreements. Confidential Information does not include information that: (a) becomes publicly available without a breach of this agreement, (b) was lawfully known or received by the receiving party without an obligation to keep it confidential, (c) is independently developed, or (d) is a comment or suggestion one party volunteers about the other's business, products or services.

Each party will take reasonable steps to protect that other party's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship under this agreement. Neither party will disclose that information to third parties, except to its employees, Affiliates, resellers, contractors, advisors and consultants (collectively, "Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party

remains responsible for the use of the Confidential Information by its Representatives and in the event of the discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

The obligations in this section apply for Customer Data until it is deleted from the Online Services, and for all other Confidential Information, for a period of five years after the Confidential Information is received.

## **11. Compliance with applicable laws, privacy, and security.**

- a. Microsoft and Institution will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Institution or Institution's industry that are not also generally applicable to information technology services providers. Institution consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement.
- b. Institution may choose to provide personal information to Microsoft on behalf of third parties (including Institution's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Institution will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- c. The personal information Institution provides in connection with this agreement will be processed according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter> (see footer), except that Product-specific privacy statements are in the Use Rights. Personal data collected through Products may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products, Institution consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.
- d. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Institution must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see <http://www.microsoft.com/exporting>.

## **12. Warranties.**

- a. **Limited warranties and remedies.**
  - (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Microsoft user documentation for one year from the date Institution is first licensed for that version. If it does not and Institution notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Institution paid for the Software license, or (2) repair or replace the Software.
  - (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Institution's use. Institution's remedies for breach of this warranty are in the SLA.
  - (iii) **Professional Services.** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so and Institution notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will either re-perform the Professional Services or return the price Institution paid for them.



The remedies above are Institution's sole remedies for breach of the warranties in this section. Institution waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement. Including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta Products, or to components of Products that Institution is permitted to redistribute.
- c. **DISCLAIMER.** Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

### **13. Defense of third party claims.**

- a. **By Microsoft.** Microsoft will defend Customer against any claims made by an unaffiliated third party (1) that any Product or Fix infringes its patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret; or (2) that arises from Microsoft's provision of an Online Service in violation of section 11 of this agreement. Microsoft will pay the amount of any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (i) Customer Data; (ii) non-Microsoft software; (iii) modifications to a Product or Fix Customer makes or any specifications or materials Customer provides; (iv) Customer's combination of a Product or Fix with (or damages based on the value of) a non-Microsoft product, data, or business process; (v) Customer's use of a Microsoft trademark without express, written consent or the use or redistribution of a Product or Fix in violation of this agreement; (vi) Customer's continued use of a Product or Fix after being notified to stop due to a third party claim; or (vii) Products or Fixes that are provided free of charge.
- b. **By Institution.** Institution will defend Microsoft against any claims made by an unaffiliated third party: (1) that any Customer Data or non-Microsoft software Microsoft hosts on Institution's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; (2) that arises from violation of section 11 a violation of the legal rights of others, or unauthorized access to or disruption of any service, data, account, or network in connection with the use of the Online Services; or (3) that are based on items excluded from Microsoft's defense obligations in section 13(a) above. Institution will pay the amount of any adverse final judgment or approved settlement resulting from a claim covered by this section 13(b).
- c. **Rights and remedies in case of possible infringement or misappropriation.** If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Institution's use of the Product or Fix, Microsoft will seek to obtain the right for Institution to keep using it or modify or replace it with a functional equivalent, in which case Institution must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Institution's right to the Product or Fix and refund any amounts Institution has paid for those rights to Software or Fixes and, for Online Services, any amount paid for a usage period after the termination date.
- d. **Other terms.** The party being defended under this section 13 must notify the other party promptly of any claim subject to this section, give the other party sole control over the defense or settlement, and provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance. Any settlement must be approved in writing by the defending party. The remedies provided in this section 13 are the exclusive remedies for the claims described in this section.

## **14. Limitation of liability.**

- a. **General.** The total liability of each party, including its Affiliates and its contractors for all claims arising under this agreement is limited to direct damages up to the following amounts: (1) for each Product other than Online Services, the amount Institution was required to pay for the Product, and (3) for Online Services, the amount Institution paid for the Online Service during the 12 months before the cause of action arose; but in no event will a party's aggregate liability for any Online Service exceed the total amount paid for that Online Service. In the case of Products provided free of charge or previews, Microsoft's liability is limited to direct damages up to U.S. \$5,000. These limitations apply regardless of whether the asserted liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.
- b. **Affiliates and contractors.** Microsoft and Institution agree not to bring any action against the other's Affiliates or contractors in respect of any matter which is disclaimed on their behalf in this Section. Each party will indemnify the other in the event of any breach of this provision.
- c. **EXCLUSION OF CERTAIN DAMAGES.** Neither party nor their Affiliates nor contractors will be liable for any indirect, consequential, special or incidental damages, or damages for lost profits, revenues, business interruption, or loss of business information in connection with this agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.
- d. **Limits.** The limits and exclusions in this section 14 do not apply to either party's (1) obligations under section 13 or (2) liability for violation of its confidentiality obligations (except obligations related to Customer Data) or the other party's intellectual property rights.

## **15. Verifying compliance.**

Institution must keep accurate and complete records relating to all use and distribution of the Products by Institution and its Affiliates. Microsoft may request that Institution conduct an internal audit of all Microsoft Products in use throughout the Organization, comparing the number of Products in use to the number of effective Licenses issued in its name. Following any audit, the Institution agrees to deliver to Microsoft a written statement signed by its authorized representative, certifying that either (1) it has sufficient Licenses to permit all usage disclosed by the audit, or (2) it has ordered sufficient Licenses to permit all usage disclosed by the audit. By requesting an internal audit, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law, including conducting an onsite audit.

## **16. Making Copies of Products and re-imaging rights.**

- a. **General.** Institution may make as many copies of the Products as it needs to distribute the Products to Faculty and Staff or Students for use in accordance with the agreement. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Institution agrees to make reasonable efforts to notify individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this agreement.
- b. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
  - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged;

- (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
- (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) re-imaged must be identical to the Product type from the separate source.
- (iv) Institution must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any warranty or support obligation.

## **17. Redistribution of Software Updates to Students.**

- a. License grant. Microsoft grants the Organization a limited, non-exclusive, royalty-free, non-assignable, non-transferable, revocable License to distribute Software Updates to Institution's Students in accordance with the terms of this section. The Organization's Students must use the Software Updates solely for their personal benefit in accordance with the end-user License Agreement with Microsoft ("EULA") included with each Software Update.
- b. Redistribution of Software Updates. The Organization may redistribute Software Updates to its Students (1) by electronic means provided that Institution's method of electronic distribution is adequately licensed and incorporates access control and security measures designed to prevent modification of the Software Updates and access by the general public or (2) by acquiring authorized copies on fixed media from a fulfillment source approved by Microsoft.
- c. Limitations. The Organization may not (1) produce or replicate Software Updates on to CDs or other distributable storage media, (2) combine the Software Updates with other, non-Microsoft software, (3) distribute any Software Updates as a stand-alone component via email attachment, (4) charge for the Software Updates, other than to recover any reasonable costs incurred in providing the updates to its students; (5) remove, modify, or interfere with the EULA or the EULA acceptance functionality included by Microsoft with any Software Update; or (6) alter the Software Updates in any way. Microsoft is not responsible for any cost related to the acquisition, distribution, or recall of the Software Updates.
- d. Tracking and recall, replacement Software Updates. The Organization must track the quantity and method of distribution of the Software Updates by means that will allow Institution to provide notice of a recall and offer replacements as provided in this subsection. Institution agrees to stop redistributing Software Updates within 10 days of receipt of a notice of recall from Microsoft and within 30 days of that notice Institution agrees to (1) return to Microsoft or destroy all copies of Software Updates in the Organization's possession and (2) notify the Organization's Students of the recall by the same or similar means in which they were notified of the availability of the Software Updates.
- e. Replacement Software Updates. If Microsoft makes available to the Organization a replacement Software Update, the Organization agrees to make the replacement available to its Students, or Faculty and Staff, within 30 days of receipt in the same quantity and method(s) of distribution as the Organization made the original Software Update available. The distribution of replacement Software Updates is subject to the same conditions and restrictions as Software Updates under this section.
- f. No warranties. Notwithstanding anything to the contrary in this agreement, and to the extent permitted by law, Software Updates that the Organization redistributes to its Students are provided "as is" without any warranties. Institution acknowledges that the provisions of this paragraph with regard to the Software Updates are reasonable considering, among other

things, that the Software Updates are complex computer Products. Institution further acknowledges that the performance of the Software Updates will vary depending upon hardware, platform, and Products interactions and configurations.

- g. Exclusion of damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES THAT ARISE OUT OF OR ARE IN ANY WAY RELATED TO THE ORGANIZATION'S REDISTRIBUTION OF THE SOFTWARE UPDATES TO ITS STUDENTS. FURTHERMORE, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SUCH DAMAGES BASED DIRECTLY OR INDIRECTLY UPON THE PROVISION OF SOFTWARE UPDATES OR UNAVAILABILITY OF SOFTWARE UPDATES—INCLUDING WITHOUT LIMITATION, DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE OR BUSINESS OPPORTUNITY, LOSS OF DATA AND THE LIKE, FAILURE TO MEET ANY DUTY, OR NEGLIGENCE.
- h. Limitation of liability. With respect to the Organization's redistribution of the Software Updates, the limitation of liability provisions in this agreement shall apply in those situations in which the Organization or its Users assert a right to damages or other compensation from Microsoft.
- i. No support. Institution understands that Microsoft has no obligation to provide any support for Software Updates that the Organization may redistribute to its Students, including any benefits accruing from Software Assurance.
- j. Applicability. The provisions of this section shall not apply to the distribution of Fixes to Students so long as the Fix distributed is for a Product the Students are authorized to run. All other redistribution of additional or replacement code to Students is subject to the provisions of this section.

## 18. *Miscellaneous.*

- a. **Notices.** Notices to Microsoft must be sent to the Microsoft address on the signature form with a copy sent to the address in this agreement. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Institution about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Institution. Emails will be treated as delivered on the transmission date.
- b. **Assignment.** Customer may not assign this agreement either in whole or in part.
- c. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any Product. The Products are protected by copyright and other intellectual property rights laws and international treaties.
- d. **Order of precedence.** In the case of a conflict between any documents identified in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Use Rights, (4) all orders submitted under this agreement, and (5) any other documents in this agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- e. **Applicable law, venue, and jurisdiction.** The terms of this agreement are governed by the laws of the state where Institution is organized or formed. Both parties agree that the federal courts have exclusive jurisdiction over disputes under this agreement and the resolution. Any legal actions relating to this agreement must be brought in a court of competent jurisdiction within federal courts located in the jurisdiction of the state where Institution is organized, and the parties agree that jurisdiction and venue in such courts is appropriate.

- f. **Severability.** If any provision in this agreement is found unenforceable, the balance of the agreement will remain in full force and effect.
- g. **Survival.** Provisions regarding ownership and license rights, Use Rights, restrictions on use, transfer of licenses, warranties, limitation of liability, defense of third party claims, confidentiality, compliance verification, obligations on termination or expiration, and this section titled "Miscellaneous" will survive termination or expiration of this agreement.
- h. **English language controls.** The English language version of this agreement controls.
- i. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability upon Microsoft.
- j. **Institution's responsibility for others using the Product; third parties that may benefit from this agreement.** Institution must use reasonable efforts to make its employees, agents, Affiliates, and others using the Product aware that the Product may be used only according to this agreement.

Certain sections of this agreement are for the benefit of Microsoft Affiliates. As a result, Microsoft and its Affiliates are entitled to enforce this agreement. Except for Microsoft Affiliates, this agreement does not create any enforceable rights by anyone other than Microsoft and Institution. Any representation or agreement made by Microsoft's Affiliates that would change the terms of this agreement must be in writing and signed by Microsoft's authorized representative.

- k. **Advisor fee.** Microsoft, or its Affiliates, sometimes pays fees to software advisors, or other third parties authorized by Microsoft or one of its Affiliates. The fees are in exchange for their advisory Services. The payment of fees depends upon several factors, including the type of agreement under which Institution orders Licenses, which Licenses Institution orders, and whether Institution chooses to use an advisor. The fee amounts increase with the size of the orders Institution places under this agreement.
- l. **Use of contractors.** Microsoft may use contractors to perform services, but Microsoft will be responsible for their performance subject to the terms of this agreement.
- m. **Insurance while performing Professional Services on Institution's premises.** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Institution's premises via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Institution with evidence of coverage on request.
- n. **Calendar days.** Any reference in this agreement to "day" will be a calendar day, except references that specify "business day".
- o. **FERPA.** Upon receipt of a judicial order or lawfully issued subpoena requiring the disclosure of personally identifiable information from education records related to Institution in Microsoft's possession, Microsoft or an Affiliate of Microsoft will attempt to redirect the request to Institution. If compelled to disclose personally identifiable information from education records related to Institution to a third party, Microsoft will use commercially reasonable efforts to notify Institution in advance of a disclosure unless legally prohibited. Institution understands that Microsoft may have no or limited contact information for Institution's students and students' parents in its possession. Consequently, Institution will convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of such an order or subpoena as may be required under applicable law.

An official website of the United States government  
Here's how you know



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Entity Registration
<b>Exclusions</b>
Active Exclusions
Inactive Exclusions
Responsibility / Qualification

## CDW GOVERNMENT LLC

**DUNS** Unique Entity ID  
**026157235**

**SAM** Unique Entity ID  
**PHZDZ8SJ5CM1**

CAGE/NCAGE  
**1KH72**

*Expiration Date*      *Registration Status*

Nov 12, 2021	Active
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Purpose of Registration  
**All Awards**

Physical Address  
**230 N Milwaukee AVE  
Vernon Hills, Illinois  
60061-4304, United States**

Mailing Address  
**230 N Milwaukee AVE  
Vernon Hills, Illinois  
60061-1577, United States**

\*The DUNS number is currently the official Unique Entity ID

### Version

Current Record

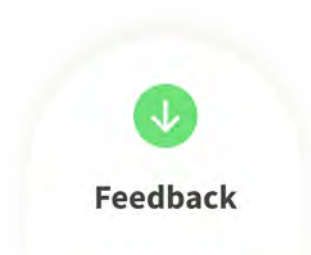
There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

## ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

## INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.



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Search

e.g. 1606N020Q02, aspha



Select Domain  
Entity Information



All Entity Information

Entity Registrations

Disaster Response Registry

Exclusions

Filter By



Keywords

microsoft x

Classification v



## No matches found

We couldn't find a match for your search criteria.

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