

# Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will meet for a Regular District Governing Board Meeting, open to the public, on **August 17, 2021 beginning at 10:00 a.m.** The meeting will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona. To allow for physical distancing an overflow room will be available in the Nizhoni Learning Center Room 142. A conference line will also be in operation for those who wish to join remotely. The number to call will be 928-524-7479.

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 16<sup>th</sup> day of August, 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  
ADAPTABILITY  
CIVILITY  
ACCESS



**Northland Pioneer College**

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

# Governing Board Meeting Agenda

Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona  
**Or you can join by calling 1 928-524-7479.**

**Date:** August 17, 2021

**Time:** 10:00 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>Discussion Items:</b>	
	<b>A. Standing Presentations:</b>	
	1. <b><u>Financial Position</u></b> ..... Vice President Ellison will provide a report on the financial position of the college for period July 1, 2020 to June 30, 2021.	VPAS Ellison
	2. <b><u>NPC Student Government Association (SGA)</u></b> ..... The Student Government Association has no report for August.	No Report
	3. <b><u>NPC Faculty Association</u></b> ..... Melody Niesen and Dr. Amelinda Webb will report on Faculty activities over the summer months as well as a look ahead at faculty priorities for the coming academic year.	Melody Niesen
	4. <b><u>Classified &amp; Administrative Staff Organization (CASO)</u></b> ..... CASO has provided a written report and President Ryan Orr will be available during the meeting to answer questions.	Ryan Orr
	5. <b><u>Northland Pioneer College (NPC) Friends and Family</u></b> ..... Director Wilson will report on upcoming activities including open scholarships, a Board Retreat, Petal the Petrified, and Disc Golf.	Director Wilson
	6. <b><u>Human Resources</u></b> ..... Staff has provided a report, included in the packet, and will be available to answer questions.	Written Report
	7. <b><u>President's Report</u></b> ..... President Hazelbaker will provide a report on activities from the President's office since the June meeting.	President Hazelbaker
	<b>B. <u>Assessment of Student Knowledge (ASK) Annual Report</u></b> ..... A written report has been included in the packet and Dr. Landy, Chair of ASK, will be in attendance to expand upon it.	Dr. Landy
	<b>C. <u>Quarterly Report from Institutional Effectiveness</u></b> ..... Director Yip-Reyes has prepared a written report on recent activities and Dr. Hazelbaker will respond to questions the Board may have.	Written Report
	<b>D. <u>Fall Retreat Date</u></b> ..... President Hazelbaker would like the Board to consider possible dates to hold a Fall Retreat.	President Hazelbaker
5.	<b>Consent Agenda for Action</b> .....	Chair Lucero
	A. <b><u>July 20, 2021 Board Meeting Minutes</u></b>	
	B. <b><u>2021-22 TALON Intergovernmental Agreements</u></b> between Navajo County Community College District and Blue Ridge USD; Ganado High School; Heber-Overgaard USD; Holbrook USD; Hopi Jr/Sr High School; Show Low USD; Snowflake USD; Whiteriver USD; and Winslow USD.	

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

**A. Old Business**

None.

**B. New Business:**

- 1. **Board Member Travel for ACCT Leadership Congress**..... President Hazelbaker  
President Hazelbaker will review the opportunity for two Board Members to attend the Annual Association of Community College Trustees Leadership Congress and seek approval for travel.
- 2. **Request to Approve Welding RFP Results** ..... Dean Raisor  
Dean of Career and Technical Education Jeremy Raisor will present the results from the Welding RFP and request approval of a contract.
- 3. **Request to Accept FIPSE Grant**..... Dean Ma  
Dean of Instructional Innovation Dr. Wei Ma will report on the Award of a Fund for the Improvement of Postsecondary Education (FIPSE) grant and request the Board accept the funds.
- 4. **Request to Approve DualEnroll Software Purchase** ..... Dean Ma  
Dean of Instructional Innovation Dr. Wei Ma will review the request to purchase DualEnroll software.

7. **DGB Agenda Items and Informational Needs for Future Meetings**..... Chair Lucero

8. **Board Report/Summary of Current Events**..... Board Members

9. **Announcement of Next Regular Meeting**.....**September 21, 2021** Chair Lucero

10. **Executive Session: Pursuant to ARS 38-431.03(A)(1) – the District Governing Board may vote to enter Executive Session for Discussion on the President’s Assignment**..... Chair Lucero

11. **Adjournment**..... 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**

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

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2020 to June 30, 2021

Budget Period Expired

100%

Tax Supported Funds				
General Unrestricted				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Primary Tax Levy	15,726,233	196,111	15,749,937	100%
State Aid:				
Maintenance and Operations	1,554,800	-	1,554,800	100%
Equalization	8,444,300	-	8,444,300	100%
Tuition and Fees	4,600,000	286,904	4,693,919	102%
Investment earnings	500,000	44,439	392,021	78%
Grants and Contracts	1,400,000	344,868	2,677,591	191%
Other Miscellaneous	200,000	35,825	199,165	
Fund Balance		-	-	
Transfers	(2,900,000)	(612,264)	(2,305,759)	80%
<b>TOTAL REVENUES</b>	<b>\$ 29,525,333</b>	<b>\$ 295,883</b>	<b>\$ 31,405,974</b>	<b>106%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	19,997,902	1,275,307	18,099,892	91%
Operating Expenditures	9,527,431	726,666	7,382,529	77%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 29,525,333</b>	<b>\$ 2,001,973</b>	<b>\$ 25,482,421</b>	<b>86%</b>
<b>Unrestricted Plant</b>				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
<b>REVENUES</b>				
State Aid:				
Capital/STEM	334,800	-	334,800	100%
Fund Balance	12,000,000	261,175	577,843	5%
Transfers	2,000,000	601,809	1,712,900	86%
<b>TOTAL REVENUES</b>	<b>\$ 14,334,800</b>	<b>\$ 862,984</b>	<b>\$ 2,625,543</b>	<b>18%</b>
<b>EXPENDITURES</b>				
Capital Expenditures - WMC Facilities	12,000,000	261,175	577,843	5%
Capital Expenditures - Other	2,334,800	601,809	2,047,700	88%
<b>TOTAL EXPENDITURES</b>	<b>\$ 14,334,800</b>	<b>\$ 862,984</b>	<b>\$ 2,625,543</b>	<b>18%</b>



NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
 Statement of Financial Position  
 July 1, 2020 to June 30, 2021

Budget Period Expired 100%

**Restricted and Auxiliary Funds**

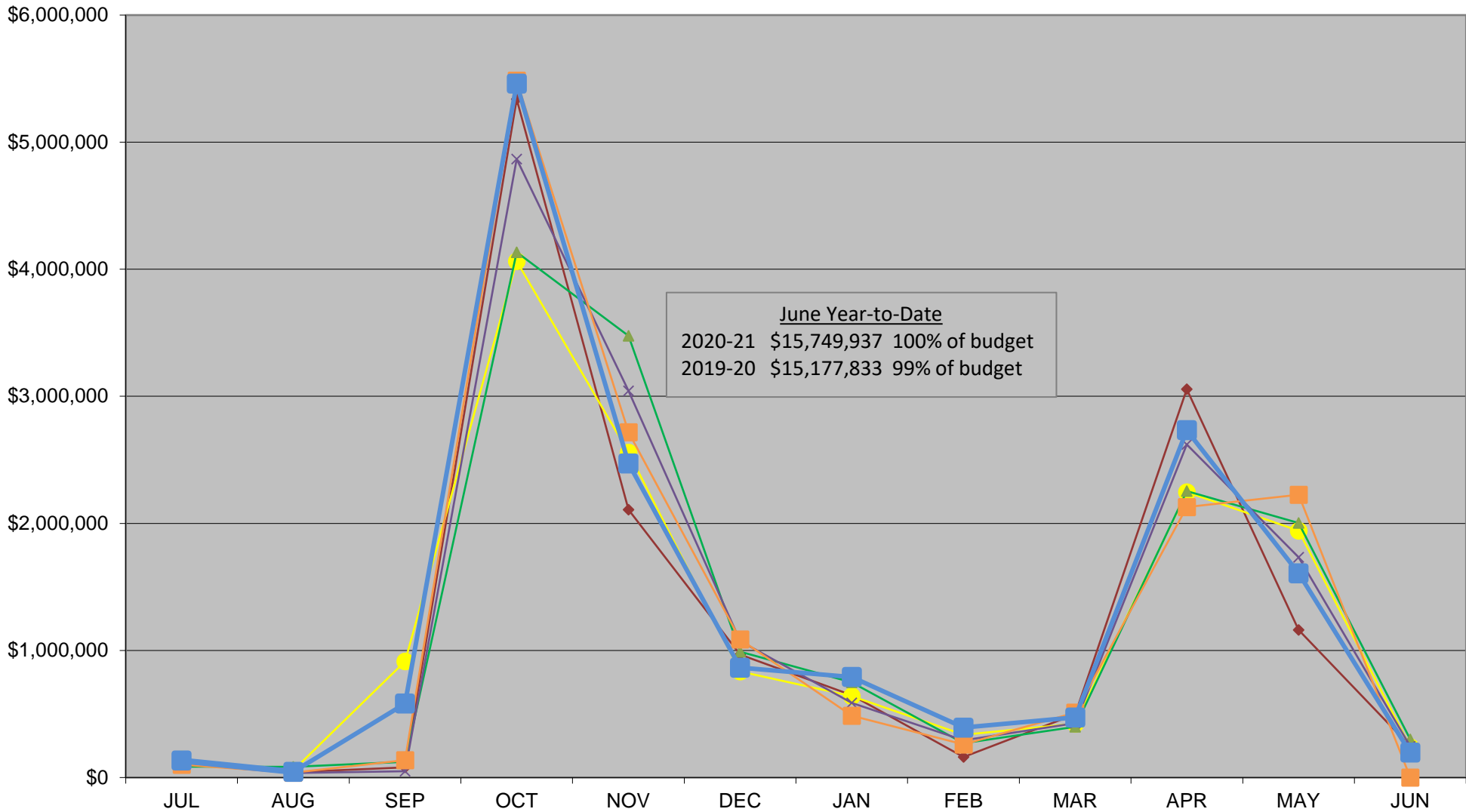
	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Grants and Contracts	6,000,000	1,578,055	5,773,626	96%
Fund Balance				
Transfers	600,000	-	450,000	75%
<b>TOTAL REVENUES</b>	<b>\$ 6,600,000</b>	<b>\$ 1,578,055</b>	<b>\$ 6,223,626</b>	<b>94%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	841,801	97,692	1,188,765	141%
Operating Expenditures	5,758,199	227,208	3,531,639	61%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,600,000</b>	<b>\$ 324,900</b>	<b>\$ 4,720,404</b>	<b>72%</b>

	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Sales and Services	300,000	7,571	52,354	17%
Fund Balance	-			
Transfers	300,000	10,455	142,859	48%
<b>TOTAL REVENUES</b>	<b>\$ 600,000</b>	<b>\$ 18,026</b>	<b>\$ 195,213</b>	<b>33%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	239,418	11,541	137,291	57%
Operating Expenditures	360,582	6,486	57,922	16%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 600,000</b>	<b>\$ 18,027</b>	<b>\$ 195,213</b>	<b>33%</b>

**Cash Flows**

Cash flows from all activities (YTD)	\$40,450,356
Cash used for all activities (YTD)	\$33,023,581
Net Cash for all activities (YTD)	\$7,426,775

### Monthly Primary Property Tax Receipts



June Year-to-Date  
 2020-21 \$15,749,937 100% of budget  
 2019-20 \$15,177,833 99% of budget

August 10, 2021

RE: CASO Report for the District Governing Board

To the Members of the Board,

As we embark on the 2021-22 Academic Year, I wanted to take this opportunity to update you on the current plans and activities of the Classified and Administrative Staff Organization. I hope to carry on in a fashion somewhat reminiscent of Donna Krieser's exemplary leadership last year (though, she is a hard act to follow). As such, future reports will include staff highlights to bring attention to the great work the members of our organization are doing throughout our campuses and centers, as well as remotely.

Currently, members of our group are finalizing a proposal for professional development to potentially assist NPC employees in acquiring additional skills and training when opportunities arise. We will continue to offer both the CASO student scholarships, as well as the CASO textbook scholarship to offset the cost of textbooks for NPC employees furthering their education. We have been reexamining our approach to fundraising and plan to test several ventures to replenish scholarship funds, and will again hold CASO silent auctions when events like convocation can safely take place in person.

Overall, our organizational goal for this year is to provide and support a collective environment in which classified and administrative staff can lend their views and voices to the ongoing conversations about our trajectory as an institution. Our Vice President for this year is Jodie Humphrey, a library technician based at the Little Colorado Campus, and our Secretary is Lia Keenan, media relations coordinator based at the White Mountain Campus.

Thank you all for your unwavering dedication to Northland Pioneer College. We look forward to a happy and healthy year for you and all of our NPC family.

Sincerely,

Ryan Orr  
CASO President (2021-22 AY)  
Early College Adviser  
SGA Adviser  
Ryan.orr@npc.edu

**Transform your life!**



**DGB Human Resources Update  
August 3, 2021**

**OPEN POSITIONS**

1. **Chief Human Resources Officer** – Open until filled. 13 applicants
2. **Community & Corporate Learning Specialist North** – Open until filled. 1 applicant
3. **Computer Information System Faculty & Department Chair** – Open until filled. 0 applicant
4. **Database Administrator (DBA)** – Open until filled. 6 applicants.
5. **Faculty in Nursing** – Open until filled. 0 applicants.
6. **Maintenance I** – Open until filled. 3 applicants
7. **Network Technician I** – Open until filled. 3 applicants
8. **Network Technician II** – Open until filled. 2 applicants.
9. **Perkins Grant Specialist** – Open until filled. 13 applicants.
10. **Support Center Operator** – Open until filled. 5 applicants
11. **Technology Support Technician** – Open until filled. 0 applicants
12. **VA Certifying Official Clerk** – Closes August 24, 2021. 0 applicants

**CLOSED & IN REVIEW**

1. **Clerk to the Director of Public Safety Education** – Closed. 18 applicants.
2. **Faculty in Chemistry** – Closed. 0 applicants. Archive job.

**FILLED**

1. **Assistant to the Facilities Coordinator** – Denice Saline will start August 16, 2021. Ms. Saline has sixteen (16) years of office work experience in the private sector. Ms. Saline resides in Snowflake, AZ.
2. **Faculty in Biology** – Kathleen Berlyn, Ph.D. will start 8/16/2021. Dr. Berlyn has nineteen (19) years of experience teaching biology and microbiology at both the community and university level. Dr. Berlyn is currently residing in Baltimore, Maryland.
3. **EMT Program Clerk** – Chelsie Baker started work on August 2, 2021. Ms. Baker has eight (8) years of office management experience working in the private sector. Ms. Baker resides in Show Low, AZ.
4. **Nursing Assistant Training Faculty – WMC.** Destiny Jensen will start 8/02/2021. Mrs. Jensen has six (6) years of experience as a Registered Nurse and worked at the Apache County Public Health Services District. Mrs. Jensen resides in St. Johns, AZ.
5. **Nursing Assistant Training Faculty – LCC.** Fred Boggs started work on August 9, 2021. Mr. Boggs has nine (9) years of RN experience as Charge nurse and skilled nursing facility management experience. Mr. Boggs resides in Winslow, AZ.
6. **Payroll Specialist II** – Stacy Rollins started on August 2, 2021. Mrs. Rollins has three (3) years of payroll and office related experience. Mrs. Rollins resides in Snowflake, AZ.
7. **Faculty in Sociology/Anthropology** – Melanie Turner-Harper will start August 16, 2021. Mrs. Turner-Harper has five (5) years of experience teaching Sociology at Georgia State University. Mrs. Turner-Harper resides in Atlanta, GA.
8. **Faculty in Welding** – James ‘Jim’ Leslie will start August 16, 2021. Mr. Leslie has nineteen (19) years of welding experience, working with the Salt River Project. Mr. Leslie resides in St. Johns, AZ.

**Assessment of Student Knowledge Committee**  
**Report to the District Governing Board**  
Respectfully Submitted by Dr. Allison Landy, Committee Chair  
August 2, 2021

**Background:**

The Assessment of Student Knowledge (ASK) Committee is a subcommittee of Instructional Council (IC). Assessment of student knowledge is an ongoing process intended to assist the college in improving student learning and institutional effectiveness as well as foster student success. Departments across the college look at their intended outcomes, determine how best to measure those outcomes, choose methods for data collection, and use results to inform curricular and instructional decisions. In the past year, the assessment process also included efforts to align individual departmental outcomes and measures to the recently approved Institutional Learning Outcomes (ILOs, See Attachment A).

The purpose of the ASK Committee is to coordinate and support the assessment of student knowledge process across the college. The ASK committee serves the college by guiding the assessment cycle, sharing assessment information, and reviewing the chosen methods for student assessment. Specifically, the charges posed to ASK (by IC) for the 2020-2021 academic year were to:

- Implement plan to help the individual departments assess student learning across modalities as applicable;
- Continue with the assessment of student knowledge process;
- Communicate and coordinate with the institution about ASK events, including Planning Day, Reading Day and Dialogue Day;
- Review methods for collecting assessment reporting;
- Facilitate Dialogue Day activities

**Committee Membership**

The Instructional Council approved ASK committee membership to include a minimum of six faculty members representing each division of the college (Arts and Science, Career and Technical Education, Instructional Innovation, and Nursing & Allied Health). The committee also includes the Director of Institutional Effectiveness.

Membership for FY22 includes:

- Allison Landy (Chair), AS
- Harshika Bhatt (Vice Chair), AS
- Sam Harris, CTE
- Melinda Klug, NAH
- Melody Niesen, AS
- James Gil, AS
- Michael Broyles, II
- Judy Yip-Reyes, Director of Institutional Effectiveness

**Committee Accomplishments and Activities:**

Continuous Quality Improvement

This year, the committee focused on supporting programs with the assessment process. Committee members worked in pairs to review submitted planning day reports. The committee was able to submit feedback to all that requested it, which was intended to help inform Reading Day and planning for the next assessment cycle.

Overall, the committee acknowledged there is wide variation in the reports. Some areas continue to struggle with connecting goals and assessment activities, particularly with institutional learning outcomes for the college. In the coming year, ASK intends to explore ways to provide more focused support related to assessment for some programs/departments.

#### Ongoing Decision-Making

Dialogue Day, which is typically the final activity in the assessment cycle was held prior to Reading Day this year. While Dialogue Day was traditionally used to discuss college results, this year it allowed for more discussion prior to future planning during Reading Day.

Dialogue Day was held on April 1<sup>st</sup>, and many faculty and student services staff attended. Three topics were covered during the event. First, faculty shared challenges and considerations regarding assessment activities during a pandemic. Many acknowledged that data and information needed to be “taken with a grain of salt” and that it was overall difficult. Based on dialogue, there appears to be continued confusion as to whether the ASK process should be about course outcomes or higher-level outcomes.

The second topic of discussion was on measuring Institutional Learning Outcomes (ILOs). Similar to the first conversation, some of the discourse focused on the challenges. However, there was also good discussion and peer to peer support around connecting ILOs with various programs, such as welding. This conversation seemed particularly relevant and aligned with the collegial intent of Dialogue Day.

The final topic was a discussion related to co-curricular assessment. ASK committee members shared their thoughts about the importance of integrating co-curricular assessment into the ASK process and asked the group for feedback. Definitions of co-curricular activities were discussed and thoughts garnered from the group. The resulting consensus was that co-curricular could be best defined by the college itself. The Instructional Council later approved the ASK Committee charge of “developing recommendations related to the definition and assessment of co-curricular activities at NPC in collaboration with non-faculty.”

#### **ASK Next Steps**

In the coming year, ASK will focus on the following three activities:

1. Develop guidance and recommendations for the measurement of Institutional Learning Outcomes.
2. Make recommendations regarding the assessment of co-curricular activities.
3. Refine and potentially redesign the assessment cycle to better align with best practice and ensure reliable and valid data.

Respectfully submitted,  
Allison Landy, EdD  
Chair, ASK Committee

## ATTACHMENT A

### Approved Institutional Learning Outcomes and Recommended Competencies Approved by Instructional Council May 2020

The following Institutional Learning Outcomes (ILO) were approved by Instructional Council in May 2020. In addition to the ILOs, the committee discussed proposing **sample** learning competencies that departments could use for aligning and/or measuring progress towards the ILOs. This work was placed on hold during 20-21 due to the various challenges in assessing during a pandemic.

Approved Outcomes and EXAMPLE competencies are:

Through participation in programs and services at Northland Pioneer College, students will be able to:

**1. *Gather and synthesize relevant information, evaluate alternatives and implement creative and effective solutions across real-world settings.*** (ILO area of Critical Thinking)

**EXAMPLE Critical Thinking Competencies (for discussion)**

- a. Clearly and completely state and describe a problem/issue.
- b. Use rules or frameworks to provide context for and understand problems or issues.
- c. Identify quality sources for data and information pertinent to a problem or issue being examined.
- d. Use well-designed search strategies to gather data and information.
- e. Create and/or organize data and information into meaningful patterns in order to interpret and draw inferences from it.
- f. Consider the context, costs, benefits and consequences of potential solutions to problems or issues.
- g. Evaluate information to identify limitations and biases.
- h. Identify the best solution to a problem or issue.
- i. Develop a plan to implement a solution to a problem or issue.
- j. Share, express, and exchange ideas effectively through listening, speaking, reading, writing and other forms of communication.

**2. *Share, express, and exchange ideas effectively through listening, speaking, reading, writing, and other forms of communication.*** (ILO Effective Communication)

**EXAMPLE Effective Communication Competencies (for discussion), the initials indicate which communication forms are addressed (speaking/S, reading/R, writing/W, and other/O).**

- a. Use culturally relevant active listening skills to understand others' perspectives (S/L)
- b. Consider the role of context, language, and purpose when developing a communication for a particular audience. (S/W)

- c. Organize communications effectively, ensuring there is a clear introduction and conclusion, the content is well-sequenced and there are appropriate transitions. (R/W/S/O)
- d. Display respect and openness for diverse opinions/ideas/discourse when engaging in conversations, discussions, or debates. (S/L)
- e. Make effective presentation, formatting and stylistic choices when developing a communication using a variety of media. (W/O)
- f. Use visual representations such as graphs, charts or graphics to enhance the meaning of the message that is being communicated. (W/O)
- g. Use high-quality, credible, relevant sources to support writing. (R/W)
- h. Provide constructive feedback to others. (S/W)
- i. Display openness to hearing feedback from others when presented in respectful and constructive ways. (L)
- j. Create a written summary of the main ideas extracted from information gathered. (R/W)
- k. Use appropriate posture, gestures, eye contact and vocal expressiveness to effectively communicate information. (O)

The benefits noted about the above ILOs were that they cross disciplines and allow flexibility. It was thought that being explicit is valuable and important. It was also felt that the proposed outcomes were broad enough to use for co-curricular student assessment as well. The co-curricular assessment may use different competencies, or the same ones.

Competencies were either chosen from or adapted by those found here:

<https://www.grcc.edu/instructionalsupport/curriculumdevelopment/institutionallearningoutcomes>

## Office of Institutional Effectiveness

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

1. Assisted in internal data requests from the Student Success Alliance, Marketing, Early College, College and Career Preparation, Early Childhood Development, and Advising Departments.
2. Provided aggregate college data for the Summer Data Institute organized by the Community College Research Center.
3. Assisted other community colleges and the Arizona Department of Education in testing and finetuning the performance measures for Perkins reporting.
4. Assisted in preparing the 5-year historical course enrollment data for the college's course scheduling vendor (Ad Astra).
5. Supported the college's attempt to apply for various grant opportunities.
6. Facilitated the Strategic Planning Task Force in the development of key result indicators based on the board-approved strategic goals.
7. Compiled and distributed course-specific Summer 2021 course improvement survey reports to all faculty.



**Northland Pioneer College  
Course Improvement Survey (Fall 2018 -Summer 2021)\***

**Category: Positive Ratings Comparison (Strongly Agree, Agree)**

Fall 2018	Spring 2019	Summer 2019	Fall 2019	Summer 2020	Fall 2020	Spring 2021	Summer 2021
-----------	-------------	-------------	-----------	-------------	-----------	-------------	-------------

**RATINGS ABOUT THE COURSE**

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

86.2%	91.3%	89.3%	90.4%	91.7%	90.3%	91.7%	91.2%
75.7%	80.7%	77.3%	77.5%	78.8%	78.0%	79.9%	87.6%
81.5%	89.1%	84.4%	85.9%	88.3%	85.8%	87.5%	89.3%
80.4%	84.7%	84.6%	81.4%	85.0%	83.3%	86.3%	89.8%
79.4%	83.9%	83.8%	84.0%	85.6%	83.8%	86.4%	88.8%
84.7%	87.6%	89.5%	87.8%	91.2%	88.2%	89.1%	93.2%

**RATINGS ABOUT THE INSTRUCTOR**

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

89.0%	96.5%	94.2%	93.8%	94.2%	92.9%	93.0%	95.6%
87.2%	94.2%	91.4%	92.1%	93.9%	92.4%	92.7%	97.1%
82.1%	89.7%	88.0%	86.1%	88.3%	86.4%	86.9%	88.2%
86.7%	94.9%	91.3%	90.6%	89.5%	89.9%	90.6%	93.3%
79.4%	84.0%	86.2%	85.3%	84.4%	83.8%	84.8%	84.6%
88.3%	94.3%	90.6%	91.5%	92.2%	91.9%	92.3%	93.2%
84.7%	89.7%	90.1%	88.5%	90.0%	88.7%	88.3%	91.4%
84.5%	90.0%	90.7%	89.6%	91.3%	89.6%	90.2%	91.9%
81.5%	87.5%	89.0%	88.1%	90.6%	88.5%	89.1%	93.5%
83.1%	90.2%	86.8%	88.0%	88.1%	88.1%	88.0%	91.3%

**STUDENT CONTRIBUTION TO COURSE**

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

68.2%	76.0%	73.2%	73.2%	86.2%	76.8%	79.0%	87.6%
76.0%	82.2%	72.9%	76.0%	77.1%	74.7%	75.4%	86.9%
78.6%	84.4%	77.9%	79.3%	82.2%	77.8%	80.1%	87.3%

\*Course Improvement Survey was not conducted for Spring 2020 due to COVID-19 pandemic in the middle of the semester. A COVID-19 student survey was administered in April-May, 2020.  
Note: Response rates excluded dual enrollment courses.

# Navajo County Community College District Governing Board Meeting Minutes

July 20, 2021 – 9:00 a.m.

ZOOM

---

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

**Governing Board Member Present by Phone:**

**Governing Board Member Absent:**

**Staff Present:** President Chato Hazelbaker; Vice President for Administrative Services (VPAS) Maderia Ellison; Chief Information Officer (CIO) Scott Estes; Director of Institutional Effectiveness Judy Yip-Reyes; Recording Secretary to the Board Paul Hempsey.

**Others Present:** David Huish; Amelinda Webb; Ann Hess; April Horne; Betsy Wilson; Colleen Readell; Curtis Stevens; David Borofsky; Josh Rogers; Lauren Maestas; Rob Bass; Richard Strickland; Ryan Orr; Terrie Shevat; Bob Pian.

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

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

None.

## **Agenda Item 4: Consent Agenda**

- A. **June 15, 2021 Regular Meeting Minutes**
- B. **2020-2022 Dual Enrollment Intergovernmental Agreement** between Navajo County Community College District and Hopi Jr/Sr High School.
- C. **2021-22 TALON Intergovernmental Agreement Amendment** between Navajo County Community College District and Dishchii'bikoh Community School.

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



## **Agenda Item 5: For Discussion and Possible Action**

### **5A. Old Business**

*None.*

### **5B. New Business**

#### **5.B.1. Request to Award Contract for the White Mountain Campus Skill Center Project**

VPAS Ellison addressed the Board and presented the request to award a contract 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. VPAS Ellison then asked Director Huish to review the proposal and answer any questions the Board may have.

Mr. Jouen thanked everyone involved with bringing the recommendation to the Board.

Chair Lucero asked if the cost of site preparation was higher than expected. Director Huish noted it was but that all bids were similar and he had no concerns after reviewing the information.

Mr. Robinson asked if there was a penalty clause written in to the contract if construction is not complete in time. Director Huish noted that there was and the company understood the requirements and did not see any issues with the timeframe. If approved today a letter of intent and a directive to purchase the metal building would be sent to the contractor to lock in prices.

Chair Lucero asked if the contractor was expecting any difficulties in receiving the prefabricated metal building. Director Huish noted that this was the reason for the letter of intent, so the contractor can contact the vendor to begin designing the building. Site work would begin in anticipation of the receipt of the building.

VPAS Ellison provided additional information on the contract and letter of intent. VPAS Ellison also noted that a revised lease had been negotiated for the Automotive Technology facility the college currently utilizes in case construction runs over the timeframe.

Ms. Laughter asked what the original budget was for the project. Director Huish responded that \$7.7 million had initially been budgeted.

Ms. Laughter asked whether the pandemic would slow construction and if that had been considered. Director Huish noted that it was a possibility, that had been considered, which was why the letter of intent was required to speed the initial steps in the process.

*Mr. Jouen made a motion to approve the award of a contract to TSG Constructors, LLC., at a total cost of \$11,977,000, which includes Alternate 1 of \$250,000.00. Mr. Leslie seconded. The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, Ms. Laughter, Mr. Leslie, and Chair Lucero voting in favor. There were no votes against.*

President Hazelbaker thanked the Board for their support and mentioned the possibility of a Fall Retreat for the Board to discuss the increasing costs for construction.



### **5.B.2. Request to Approve Annual Jenzabar Support and Maintenance for 21/22**

CIO Estes addressed the Board and presented the request to approve the annual renewal of Jenzabar Support and Maintenance for a total cost of \$269,500.90, noting this was a sole source request due to the integral part the application plays in college operations.

Mr. Robinson commented on the regular need to hold a July meeting to approve the Jenzabar contract due to the information being received after the June meeting.

*Mr. Robinson made a motion to approve the annual maintenance contract with Jenzabar for a total cost of \$269,500.90, acknowledging it was a sole source request. Mr. Leslie seconded. The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, Ms. Laughter, Mr. Leslie, and Chair Lucero voting in favor. There were no votes against.*

### **5.B.3. Request to Approve Annual Microsoft License and Assurance for 21/22**

CIO Estes presented the request to approve a 3-year license with Microsoft for a total cost of \$134,153.40, noting that this was also a sole source request.

Mr. Robinson and Chair Lucero clarified the details of the request with CIO Estes and VPAS Ellison.

*Mr. Jouen made a motion to approve the purchase of the Microsoft License for a three-year period and for a total of \$134,153.40. Mr. Robinson seconded. The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, Ms. Laughter, Mr. Leslie, and Chair Lucero voting in favor. There were no votes against.*

## **Agenda Item 6: DGB Agenda Items and Informational Needs for Future Meetings**

Mr. Robinson concurred with the need to hold a Fall Retreat.

## **Agenda Item 7: Board Report/Summary of Current Event**

None.

## **Agenda Item 8: Announcement of Next Regular Meeting**

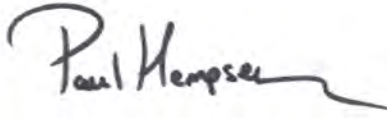
Regular District Governing Board meeting on August 17, 2021.

## **Agenda Item 9: Adjournment**

*The meeting was adjourned at 9:42 a.m. upon a motion by Mr. Robinson and a second by Mr. Jouen. The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, Ms. Laughter, Mr. Leslie, and Chair Lucero voting in favor. There were no votes against.*



Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board

Draft



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

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

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), and § 15-1444(B)(4).

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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



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

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (dba Northland Pioneer College; “College”), and Ganado Unified School District No.20 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), and § 15-1444(B)(4).

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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

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

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

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), and § 15-1444(B)(4).

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
HOLBROOK UNIFIED SCHOOL DISTRICT NO.3**

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

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), and § 15-1444(B)(4).

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”).

**APPROVED**

**JUL 14 2021**

**GOVERNING BOARD  
PRESIDENT**

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

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (dba Northland Pioneer College; “College”), and Hopi Jr/Sr High School (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), and § 15-1444(B)(4).

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
SHOW LOW UNIFIED SCHOOL DISTRICT NO.10**

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

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), and § 15-1444(B)(4).

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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

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

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

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), and § 15-1444(B)(4).

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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



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

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (dba Northland Pioneer College; “College”), and Whiteriver Unified School District No. 20 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), and § 15-1444(B)(4).

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
WINSLOW UNIFIED SCHOOL DISTRICT NO.1**

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

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), and § 15-1444(B)(4).

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

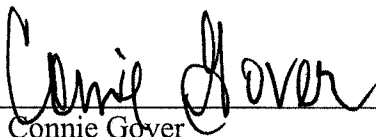
If to School District:

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

COLLEGE

SCHOOL DISTRICT

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

\_\_\_\_\_  
  
By: Connie Gover  
Title: Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
6-28-21  
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

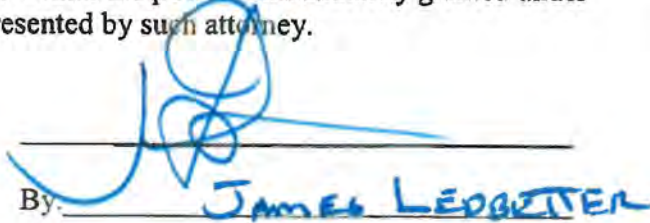
By: Kristin Mackin

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

Counsel for Navajo County Community

College District

Dated: July 26, 2021



By: JAMES LEDGETER

Title: COUNSEL

Counsel for School District

Dated: 7/1/21

**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)*

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Amount College received in FTSE in prior academic year:

*(Specify dollar amount)*

\$ 1,572,700

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

---

## Board Member Travel for ACCT Leadership Congress

### **Recommendation:**

Staff recommends approval for Board Members Jouen and Laughter to attend the Association of Community College Trustees (ACCT) Leadership Congress in San Diego, Ca.

### **Summary:**

Per Procedure 2036 – District Governing Board Travel “All travel for DGB members exceeding \$500 must be approved by the DGB prior to travel.”

The ACCT Leadership Congress is the premier annual conference for community college leaders and the only national conference dedicated to community college trustees.

Each year, approximately 2,000 community and technical college trustees, CEOs and other executives, and federal higher education policy influencers gather to share information about governance best practices, community college advocacy, advancing student success and more.

This year’s general session will be held between Wednesday, October 13<sup>th</sup> and Saturday, October 16<sup>th</sup>. The approximate cost to send a participant will be around \$3250 and money is available in the college budget.

President Hazelbaker also plans to attend this year’s conference and the Arizona Association of Community College Trustees is considering holding their own event during the general session with the hope that trustees from all the Arizona Community Colleges will attend.



## Request to Award Contract for Welding Equipment and Supplies

### Recommendation:

As a result of the Request for Proposals (RFP) AS#21-07, staff recommends awarding an annual contract, renewable for four (4) additional years, to Praxair Distribution, Inc. for welding equipment and supplies. Staff also recommend awarding a secondary contract, renewable for four (4) additional years, to Sentry Fire & Welding Supply to assist in the event Praxair is unable to meet all future needs for equipment and supplies.

### Summary:

Upon evaluating annual aggregate spending for vendors and commodities, it was determined that welding equipment and supplies met the threshold to be competitively bid. Historical annual spending for welding equipment and supplies, including gases, has ranged from \$80,000 to \$250,000 and is projected to continue to fall within this range over the life of this contract. RFP AS#21-07 was issued to establish one or more competitive contracts with qualified vendors for welding equipment and supplies for annual aggregate purchases in excess of \$50,000.

These are multi-year contracts beginning from the date of award for one year. The contracts are renewable for up to a maximum of four (4) additional years on a year-to-year basis. Annual renewals will be based on performance, cost, and general quality of the services provided by the successful vendors selected.

The RFP was posted May 7<sup>th</sup>, closed June 17<sup>th</sup>, and had a bid opening date of June 18<sup>th</sup>. Two proposals were recorded from Praxair and Sentry. Included with this request are the cumulative RFP scoring sheet and an itemized list of equipment and supplies available for purchase from Praxair. In making this determination, the RFP evaluators considered the value, scope, complexity, and nature of the services to be rendered and the terms of the submitted proposal were determined to be fair and reasonable.



**Northland Pioneer College**

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

**AS#21-07 - WELDING EQUIPMENT AND SUPPLIES**

Scoring Summary

RFP Scoring Sheet	Points Possible	Praxair Distribution Inc	Sentry Fire & Welding Supply
<b>Total</b>	<b>/ 170 pts</b>	148.5	83.33
<b>A - Bid Opening</b>	<b>/ 70 pts</b>	51.5	29
<b>A-1 - Bid Opening</b>	<b>Pass/Fail</b>	Pass	Pass
<b>A-2 - Cost data</b>	<b>/ 20 pts</b>	4.499	20
<b>A-3 - Cost data</b>	<b>/ 30 pts</b>	27	9
<b>A-4 - Catalog discounts</b>	<b>/ 20 pts</b>	20	0
<b>C - Customer Service (Q-46BL)</b>	<b>/ 45 pts</b>	45	29.83
<b>C-1 - Service Area</b>	<b>/ 15 pts</b>	15	12.5
<b>C-3 - Customer Support</b>	<b>/ 15 pts</b>	15	6
<b>C-2 - Delivery</b>	<b>/ 15 pts</b>	15	11.33
<b>D - Proposer Discount Data</b>	<b>/ 35 pts</b>	32.67	15.17
<b>D-1 - Proposer Discount Data</b>	<b>/ 35 pts</b>	32.67	15.17
<b>E - Proposer Delivery Data</b>	<b>/ 20 pts</b>	19.33	9.333
<b>E-1 - Proposer Delivery Data</b>	<b>/ 20 pts</b>	19.33	9.333

**AS#21-07 - WELDING EQUIPMENT AND SUPPLIES ITEMIZED LIST**

Item Number	Item	Quantity Required	Manufacturer/Model#	Unit Price
<b>Gases (Cutting and Welding gases) (22)</b>				
#1-1	Oxygen - Size 200 CF	1	OX KX	11.25
#1-2	Oxygen - Size 125 CF	1	OX S	9.64
#1-3	Oxygen - Size 80 CF	1	OX Q	6.3
#1-4	Oxygen - Size 40 CF	1	OX 40	5.64
#1-5	Oxygen - Size 20 CF	1	OX R	4.18
#1-6	Acetylene - Size 5	1	AC WTL	127.88
#1-7	Acetylene - Size 4	1	AC 4X	48.58
#1-8	Acetylene - Size 3	1	AC 3	32.34
#1-9	Acetylene - Size 75	1	AC 2	26.44
#1-10	Acetylene - Size B	1	AC B	17.13
#1-11	Acetylene - Size MC	1	AC MC	8.58
#1-12	Carbon Dioxide - Size 50	1	CD 50X	18.07
#1-13	Carbon Dioxide - Size 20	1	CD 20X	9.74
#1-14	Argon/ CO2 (75/25 mix) - Size T	1	AR STAR14-T	37.25
#1-15	Argon/ CO2 (75/25 mix) - Size K	1	AR STAR14-KX	32.91
#1-16	Helium - Size T	1	HE T	229.78

#1-17	Helium - Size K	1	HE KX	182.49
#1-18	Helium - Size 125	1	HE S	113.8
#1-19	Hazardous Material Fee Per Invoice	1	ZZZHAZMAT	7.95
#1-20	Monthly Hazardous Material Fee	1	RENHAZFLAT	25
#1-21	Delivery Charge Per Invoice (Gases only)	1	ZZZDELIVERY	30
#1-22	Monthly Delivery Charge (Gases only)	1	RENDELCHG	110
<b>Safety Equipment (10)</b>				
#2-1	Jackson Clr Face Shields 3002808	1	JAC29079	7.18
#2-2	Jackson K- head gear 3000001	1	JAC14381	10.46
#2-3	Ear plugs (100 pr.)	1	MOL6900	34.38
#2-4	TIG Gloves leather	1	TIL25BL	9
#2-5	Welding jacket (L)	1	PRS6230L	13.9
#2-6	Welding Hood, auto darkening	1	PRS61510	103.69
#2-7	Safety Glasses; clear lense, clear temple; ANSIZ87.1+ Certified	1	PRS66100	0.85
#2-8	Welding Hood, Fixed; #10	1	PRS62101	14
#2-9	Welding Gloves; top grain cowhide palm with cowhide split reinforcements; 4 inch cuff; fleece lined; stitched with Kevlar	1	TIL1350L	12
#2-10	Welding Gloves; pearl; shoulder split cowhide; 14 inch length; cotton lined; welted fingers	1	PRS1000	6.6
<b>Filler Materials (10)</b>				
#3-1	33# Spools .035 E71T-11	1	HOB5222108-029	4.05
#3-2	1/8" 6010 Lincoln 5P+ (50 lbs.)	1	LINED010278	3.22
#3-3	33# Spool .035 ER70S-6	1	PRSS6RS09P015	1.35
#3-4	Tig filler rod 3/32" er70-b2 or er70-b3 or er80-b3 (10 lbs.)	1	PRSS3670S2093	2.64
#3-5	3/32" 2% Lanthanated Tungsten	1	PRS40224	27.89
#3-6	Solid Wire; Lincoln SuperArc L-50, .035 diameter; 33 lb spool	1	LINED032924	2.94
#3-7	1/8" Lincoln Excalibur	1	LINED028281	2.35
#3-8	5 Lb- ER 4043 Aluminum Tig Filler Rod	1	PRS404336094243	4.99
#3-9	16 lb- 3/64" Aluminum ER4043 MIG Wire	1	PRS404320047243	5.08
#3-10	10 Lb- 3/32 SS TIG rod 316L	1	PRS05019	6.5
<b>Tools &amp; Misc. Supplies (10)</b>				
#4-1	Miller Drive Roll Kit. .035 VK 079606	1	MIL079606	82.92
#4-2	Lincoln 350A Thread on 1/8" Recessed Gas Nozzle. KP2742-1-62R	1	LINKP2742-1-62R	11.37
#4-3	Thermal Dynamic Start Cartridge 9-8213	1	THE9-8213	35.02
#4-4	Tig 3/32' collets for #17 torch	1	PRS10N24	0.75
#4-5	Miller 100 spool gun .035	1	MIL300371	340.05
#4-6	Miller drive rollers combo .023/.030 V hard wire	1	MIL204579	47.17
#4-7	(100') #1 AWG welding cable	1	PRS1-250	2.15

#4-8	Drill, 3/8 inch VSR with Keyless Chuck, 6.7amps, pistol grip design	1	DEWDW222	123.39
#4-9	Grinder w/Trigger Grip, 15.0amp/5.3HP, 6,000 rpm, 5-position side handle, 7 inch & 9 inch guard	1	DEWD28499X	222.2
#4-10	Grinder w/Trigger Grip, 13.0amp/2.3HP, 9,000 rpm, 2-position side handle, 5 inch & 6 inch keyless adjustable guard	1	DEWDWE43116N	144.48
<b>Consumables (10)</b>				
#5-1	4-1/2 bead brush	1	PRS53013	8.15
#5-2	4-1/2 x1/4 x7/8 grind wheel	1	PRS51000	1.67
#5-3	4-1/2x1/8x7/8 grind wheel	1	PRS51012	1.62
#5-4	4-1/2x.045x7/8 cut wheel	1	PRS51005	1.25
#5-5	4 1/2" x .045 raise hub cut-off wheels	1	PRS51009	1.46
#5-6	Paint Markers (Silver and/or blue)	1	PRS58509	3.5
#5-7	Buffing/Polishing Disc, 4 1/2 inch; 120 Grit	1	UNI71209	4.16
#5-8	Buffing/Polishing Disc, 7 inch; 80 Grit	1	UNI71281	13.27
#5-9	Buffing Disc, Flap Disc, 4 1/2 inch x 7/8 inch; 120 grit	1	UNI71209	4.16
#5-10	Grinding disc 4 1/2 inch x .45 inch x 7/8 inch	1	PRS51005	1.25
<b>Welders &amp; Equipment (8)</b>				
#6-1	MIG Welder Multimatic 255 (MIL951768)	1	MIL951768	3995.33
#6-2	Miller Dynasty 210	1	MIL907685	3396.67
#6-3	Miller Pipeworks 400	1	MIL951381	13014
#6-4	BS-330SA Semi-Automatic Band Saw	1	BLHBS-330SA	12440
#6-6	DBG-106 Belt/Disc Grinder	1	BLH1002466	1151.11
#6-7	Plasma Cutting System, 1/2 inch (12mm)	1	HYP088112	1878.95
#6-8	Stick Welder (SMAW) 150 amp DC output, 225 amp AC output	1	LINK1297	739.6
#6-9	Chop Saw, 14 inch Multi Cutter, 15.0amps, 1,300rpm: includes 14 inch carbide tipped blade, wrench, vertical clamp	1	HIU355CPSL	249.84

## Request to Accept FIPSE Grant

### **Recommendation:**

Staff recommends acceptance of the following grant awarded through the US Department of Education: Fund for the Improvement of Postsecondary Education (FIPSE) in the amount of \$1,212,246 (Award Number: P425P200025).

### **Summary:**

The two-year federal grant is to provide financial support to higher education institutions with the greatest unmet needs related to coronavirus to enable them to resume operations, serve the needs of students, reduce disease transmission, and develop more resilient instructional delivery models, such as distance learning, to continue educating students who cannot or choose not to attend classroom-based instruction due to coronavirus. The college applied for the grant in 2020 and was awarded funding on August 3rd, 2021. The total award is \$1,212,246, including \$816,500 allocated for Year 1 and \$395,746 for Year 2. There is no financial matching required for this grant.

The college will utilize grant funds to (1) develop the capacity to expand postsecondary opportunities to rural students enrolled in our Early College Dual and Concurrent Enrollment (DE/CE) program through comprehensive automation of course scheduling and ancillary services such as recruitment, enrollment, registration, and student onboarding, (2) create innovative programming that gives high school seniors with the option for a College Immersion Year, allowing them to complete their entire senior year through DE/CE and assisting them in navigating the transition to postsecondary enrollment and degree completion through established NPC program pathways, and (3) improve faculty and student readiness for success with proven Technology Enhanced Active Learning and online, synchronous and asynchronous methods.

The timeframe originally proposed for the grant was from Spring 2021 to Fall 2022. However, with the late award date, a task force is currently working to get the timeframe extended.

Designed to expand opportunity and build institutional resilience, the project is of great importance to serving our students and fully aligned with NPC's strategic plan.



**Northland Pioneer College**

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



## Request to Approve DualEnroll Software Purchase

### **Recommendation:**

Requesting Board approval to purchase DualEnroll software. The total amount of the request is \$212,555.74 for a 5-year term. This purchase will be made utilizing Fund for the Improvement of Postsecondary Education (FIPSE) Grant.

### **Summary:**

This purchase is requested for establishing an effective and efficient enrollment process for our Early College students, both dual and concurrent. As of Fall 2020, Early College students comprised approximately 44% of NPC's total enrollment and is targeted to grow. Our current manual enrollment process has created a bottleneck for Early College student application and registration. DualEnroll can significantly improve the process by creating a dynamic workflow, connecting our different stakeholders to help grow enrollment by providing a better application/registration experience for all parties involved. This software can also assist in the collection of records for regional and national accreditation aimed at dual and concurrent enrollment programs. The purchase includes implementation and annual license fees for 5 years.

The cost for the software is \$194,239 (which includes the first year/setup cost of \$53,800 and annual license fee of \$31,800 for Year 1, \$33,072 for Year 2, \$34,395 for Year 3, \$35,771 for Year 4, and \$37,201 for Year 5) and tax is \$18,316.74 (which includes the 3% or \$5,827.17 due to the City of Holbrook), for a total price of \$212,555.74. The purchase meets sole source guidelines. This purchase will be made utilizing FIPSE Grant that has been allocated to the college and will not use NPC budget funding for the duration of the grant period.



## DUALENROLL.COM MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT**, together with all attached Service Addendums and other exhibits, if any (collectively, the "**Agreement**"), is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "**Effective Date**"), by and between **CourseMaven, Inc.**, a Delaware corporation d/b/a **DualEnroll.com**, with its principal offices located at 43498 Butler Place, Leesburg, VA 20176. ("Company") and Northland Pioneer College, located at 102 N 1<sup>st</sup> Avenue, Holbrook, AZ 86025 ("College").

Company operates DualEnroll.com<sup>tm</sup>, a cloud-based platform that facilitates the college enrollment process for students still in high school ("**DualEnroll**"); and College desires to utilize DualEnroll, as set forth in this Agreement.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

### 1. **Services.**

- A. "**Service(s)**" means the DualEnroll platform, including any associated applications, components, features and technology, and products and services made available to College in the course of using the Service ("**Service Components**"). Company develops, configures, operates, and maintains the Services, which College will access via a Company-designated web site or IP address.
- B. "**Service Addendum(s)**" means the document(s) describing the College configuration requirements, and the applicable fees, together with any additional terms agreed to between the parties regarding the Service(s). Each executed Service Addendum, shall become a part of this Agreement, and constitute an order for such Service(s).
- C. "**Service Administrator(s)**" means individuals authorized by College to execute Service Addendums, administer College's use of the Service; and authorize College employees, representatives, and contractors ("**User(s)**") to use the Service on behalf of College, pursuant to the terms of this Agreement.

### 2. **Right to Use Service.**

- A. Company hereby grants to College a non-exclusive, non-transferable, right to use the Service(s), in object code only, solely (i) for College's own internal business purposes; (ii) during the Term (as defined below) of this Agreement; and (iii) subject to the terms and conditions of this Agreement and applicable Service Addendum. Any and all rights not expressly granted to College are reserved by Company. With respect to the Service, College shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Service; (ii) modify or make

derivative works based upon it; (iii) reverse engineer or otherwise decompile or disassemble; or (iv) make use of it in any way to: (a) build a competitive product or service; (b) build a product using similar ideas, features, functions or graphics; or (c) copy any of its ideas, features, functions, or graphics. College may use the Service only for legitimate and lawful business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks. College shall comply with all applicable laws and regulations concerning export, data privacy and protection, and cooperate with Company in connection with compliance thereto. Company retains the right to terminate the Service or this Agreement immediately for any breach by College of this Section.

- B. From time to time, routine maintenance and periodic system repairs, upgrades, and reconfigurations may result in temporary impairment or interruption in Service(s). Company does not control access to the Internet or make any warranties with respect to its availability. Company shall attempt to minimize the duration of and schedule any such interruptions outside of normal business hours.

**3. College's Responsibilities.** College is responsible for all activity by Service Administrators and its Users. College, Service Administrators and its Users shall all abide by the Company's Terms of Service ("TOS") available on its website at [www.dualenroll.com](http://www.dualenroll.com), which governs the use of Company Services and its network, systems, and facilities ("**Infrastructure**"). Company expressly reserves the right to modify its TOS from time to time. Posting a revised or updated version of the Company TOS on its website shall constitute notice to College. College shall abide by all applicable laws and regulations in connection with College's use of the Service. College shall: (i) notify Company immediately of any known or suspected breach of security or unauthorized use of the Service; and (ii) report to Company immediately and use best efforts to prevent any known or suspected attempts to copy or distribute the Service or Service Components. College will provide to Company in a timely manner (i) notification of any Service-related issues that require assistance; (ii) assistance by a representative of College qualified to address issues related to set up, maintenance, and support of the Services; and (iii) cooperation with any other reasonable Company requests to enable Company to perform its duties hereunder. In the event College does not provide, in a timely manner, the required assistance and/or access, Company may suspend Service(s) and shall not be liable for any deficiency or delay in performance that results from College's failure to cooperate as required, including any remedies under this Agreement.

**4. Data Use.** In the course of performing its obligations under this Agreement, Company may collect and use data, solely in compliance with the terms of this Agreement, the then current privacy policy of Company, and applicable law. College represents and warrants that unless it has provided written notice to the contrary, College complies with such privacy policy and that, with respect to any content or data it

provides to Company it has the right to provide such content or data.

**5. Intellectual Property.** Each party shall retain all rights, title, and interest, in and to its patents, trademarks, service marks, logos, copyrights, trade secrets, and any other intellectual property (“**Intellectual Property**”). Company expressly retains all rights, title, and interest to DualEnroll, the Service, Service Components, and all associated Intellectual Property. Any Intellectual Property produced, conceived, or otherwise developed by or for Company hereunder shall be the exclusive property of Company. Each party grants the other a limited, non-exclusive, revocable, nontransferable, non-sub-licenseable, royalty-free license to use certain Intellectual Property of the other party in connection with this Agreement, as designated by and in accordance with the guidelines of such granting party and subject to the terms of this Agreement.

**6. Confidentiality.** “**Confidential Information**” means all written or oral information, disclosed by one party (the “**Discloser**”) to the other (the “**Recipient**”), identified as confidential or that a reasonable person would consider confidential or proprietary based on its nature and the circumstances surrounding its disclosure. The Recipient will keep confidential any Confidential Information disclosed to it by the Discloser; provided such information shall not be considered proprietary once it is in the public domain by no fault of the Recipient. With respect to any Confidential Information, the Recipient shall: (i) maintain confidentiality using the same care that it would use for its own confidential information, but in any event with reasonable care and in accordance with the Family Educational Rights and Privacy Act; (ii) use the confidential information solely in connection with this Agreement; (iii) cease use of such confidential Information immediately upon termination of this Agreement and either return or destroy it upon request of the Discloser; and (iv) not attempt to reverse engineer or create derivative works from or using the Confidential Information. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party, if legally permissible, and shall have provided such assistance as may be reasonably requested to limit or prevent such requirement of disclosure.

**7. Payment Terms.**

- A. License Fees: Company shall bill College for the Service for the full License Term, as defined in the applicable Service Addendum, due upon the earlier of 30 days from invoice date or the License Start Date, as defined in such Service Addendum. All amounts are stated and payable in U.S. dollars and exclusive of any taxes. All taxes other than taxes based on Company’s net income will be the responsibility of College. All payment obligations are non-cancelable, and all amounts paid are non-refundable. Late payments are subject to interest at the rate 1% per month (or the maximum rate permitted by applicable law, whichever is less). Upon notice, Company may suspend or terminate Service if payments are more than thirty (30) days past due. College shall be responsible for all reasonable costs incurred by Company in connection with collecting amounts past due, including without limitation, attorney and collection fees.

- B. Student Fees and Tuition: Company shall remit monies collected from Students net of processing fees, in compliance with the payment schedule and detailed reporting formats outlined in the Service Addendum(s). Company may, at its discretion, utilize a third party service for processing of these payments.

## 8. Term and Termination.

- A. The initial term of this Agreement is stated in the Services Addendum (the “Term”) and will automatically renew for successive Terms of the same duration unless either party provides notice of non-renewal at least ninety (90) days prior to expiration of the then-current Term.
- B. A party may terminate the Agreement (i) for a breach of the Agreement by the other party not cured within thirty (30) days of receiving notice that it is in breach; (ii) upon notice, if the other party (a) is adjudged insolvent or bankrupt, (b) has instituted against it and not dismissed within thirty (30) days after filing, or institutes any proceeding seeking relief, reorganization or arrangement under any laws relating to insolvency, (c) makes any assignment for the benefit of creditors, (d) appoints a receiver, liquidator or trustee of any of its property or assets, or (e) liquidates, dissolves or winds up its business, or (iii) immediately if any change occurs in any applicable laws or regulations that would, in that party’s reasonable opinion, render the party’s performance hereunder illegal or otherwise subject to legal challenge.

Upon expiration or termination of this Agreement, all licenses rights granted hereunder shall immediately terminate and each party shall immediately cease using the other party’s Intellectual Property and Confidential Information.

## 9. Representations and Warranties.

- A. Each party hereby represents and warrants that: (i) it is a legal entity duly organized, validly existing and in good standing; (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) it will avoid deceptive, misleading or unethical practices that could adversely affect the performance of the other party’s obligations under this Agreement or damage the reputation of the other party; (iv) its performance of its obligations under this Agreement will not knowingly violate any other agreement between such party and any third party, and (vi) its performance related to this Agreement will comply with all applicable law.
- B. Except for the express warranties set forth in this agreement and to the maximum extent permitted by applicable law, each party disclaims any and all other representations and warranties, whether express, implied or statutory, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, data accuracy, system integration, title, non-infringement and/or quiet enjoyment. No warranty is made by either party on the basis of trade usage, course of dealing or course of trade.

- C. **Software Security and System Performance.** Company shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. The Company software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information. The Company will maintain and comply with an internal security policy appropriate under industry standards for organizations of similar size and business operations. Company will utilize commercially reasonable best efforts to ensure overall system response times within normal industry standards; College acknowledges that system performance for individual users is impacted by factors including user network configuration and bandwidth and beyond Company's ability to control.

Company will notify the College of any breach of the system College data soon as feasible based on the circumstances but in no event more than 7 days from discovery or detection. Company will maintain professional liability insurance and other coverages (including but not limited to cyber liability insurance) in the event of a breach. The College may immediately terminate at its sole discretion upon notice of a breach, at no cost to the College.

**10. Limitation of Liability.** In no event shall either party be liable for any incidental, indirect, special, consequential or punitive damages, regardless of the nature of the claim, including, without limitation, lost profits, costs of delay, any failure of delivery, business interruption, costs of lost or damaged data or documentation or liabilities to third parties arising from any source, even if advised of the possibility of such damages. Except with respect to breaches of confidentiality and indemnification obligations, the cumulative liability of a party for all claims arising from or relating to this Agreement, including, without limitation, any cause of action sounding in contract, tort, or strict liability, shall not exceed the amounts paid or payable under this Agreement during a twelve (12) month period. Any cause of action College may have with respect to the Service(s) shall be barred unless it is commenced or asserted within one (1) year of the earlier of (i) the effective date of expiration or termination of this Agreement; or (ii) the date after the claim or cause of action arises. The failure of Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing.

**11. Indemnification.** Each party, at its own expense, will indemnify, defend, and hold harmless the other party, its subsidiaries, affiliates and assigns, and its and their officers, directors, employees and agents, from and against any loss, demand, cause of action, debt or liability ordered by a court or agreed upon in settlement arising out of a third-party claim resulting from (i) patent or copyright infringement, misappropriation of confidential information or violation of other intellectual property rights or other proprietary rights or licenses, including, without limitation, trademark or trade secret rights related to its



Intellectual Property; and (ii) any breach or alleged breach of its representations and warranties under this Agreement. Company shall have no indemnification obligation, and College shall indemnify Company pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of the College's products, service, hardware, or business processes. In the event that the goods or services purchased hereunder are determined to be infringing, or in Company's reasonable determination are likely to be found infringing by a court of competent jurisdiction, then Company shall (at its sole discretion) modify or replace the goods, or re-perform the services, in a non-infringing (but otherwise conforming) manner, or procure any required license. If none of these alternatives are reasonably available, Company will refund to College the amounts actually paid for the infringing goods or services.

**12. Indemnification Process.** The party seeking indemnification hereunder (“**Indemnified Party**”) shall promptly inform the other party (“**Indemnifying Party**”) of any suit or proceeding filed against the Indemnified Party for which the Indemnified Party is entitled to indemnification hereunder. The Indemnifying Party may direct the defense and settlement of any such claim, with counsel of its choosing. The Indemnified Party will provide the Indemnifying Party, at the Indemnifying Party's expense, with information and assistance reasonably necessary for the defense and settlement of the claim. The Indemnified Party shall have the right, but not the obligation, at its sole expense to participate in (but not to control) the defense of any such suit or proceeding.

### **13. Additional Provisions**

- A. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of law. Each party submits to the exclusive jurisdiction of the state and federal courts located within Loudoun County.
- B. Assignment.** Neither party may assign this Agreement without prior written consent of the other party, not to be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, either party may assign this Agreement upon notice to (i) a successor-in-interest as a result of a merger or consolidation or in connection with the sale of all or substantially all of its assets or (ii) an affiliate of such party.
- C. Survival.** The obligations of the Parties which, by their nature, would continue beyond termination or expiration of this Agreement shall survive termination or expiration of this Agreement, including, without limitation, Sections 5-8 and 10-13.
- D. Notice.** Any notice or other communication which, under this Agreement or otherwise must be given or made by either party, shall be in writing and deemed served when delivered. Notice may be delivered by mail, in person, or by electronic mail to the address provided by each party.
- E. General.** This Agreement: (i) covers the parties' entire agreement, and supersedes all prior discussions and writings between them, relating to its subject matter; (ii) will be binding upon and



# DualEnroll

inure to the benefit of the parties, their successors and permitted assigns; (iii) creates no agency, partnership or employer-employee relationship between the parties; their relationship is that of independent contractors; and (iv) has no third party beneficiaries. If any provision in the Agreement is deemed invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the parties' intent; the remainder will remain in full force and effect. No failure or delay by a party in enforcing this Agreement shall be construed as a waiver of any of its rights under it. No party shall be deemed in default of this Agreement if the performance of its obligations is delayed or prevented by events beyond its reasonable control.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed and delivered this Agreement as of the Effective Date.

CourseMaven, Inc.

By: Janet Van Pelt

Name: Janet Van Pelt

Title: CEO

COLLEGE: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

## Service Addendum 1

<b>Annual License Fee—Registration module + Instructor Ongoing Reqmts.</b>	<b>\$31,800</b>
<b>One-time Implementation Fee—Registration and Instr. Ongoing Reqmts.</b>	<b>\$22,000</b>
<b>First Year Cost—Registration and Instr. Ongoing Reqmts.</b>	<b>\$53,800</b>
<b>Annual License Fee Year Two</b>	<b>\$33,072</b>
<b>Annual License Fee Year Three</b>	<b>\$34,395</b>
<b>Annual License Fee Year Four</b>	<b>\$35,771</b>
<b>Annual License Fee Year Five</b>	<b>\$37,201</b>
<b>Total Five Year Cost</b>	<b>\$194,239</b>

License fee is based on program size up to 7,000 duplicated registrations and 3,500 courses taught by high school instructors. If duplicated registrations exceed this number in any year, the license fee will be adjusted for the following year based on the DualEnroll pricing then in effect, but no adjustment will be required for the year of the overage. Pricing is valid for 90 days from date signed by CourseMaven, Inc.

### Service Components

- a. Process discovery and design consulting including best practices
- b. Configuration of college-specific workflows
- c. Facilitate data exchange with College's student system
- d. Access and utilization of the configured DualEnroll.com platform
- e. Training and product orientation recorded and live webinars
- f. Documentation - user guides in PDF format
- g. Support
- h. Reporting

This Service Addendum is approved as of the last date below:

CourseMaven

COLLEGE: \_\_\_\_\_

By: \_\_\_\_\_

*Janet Van Pelt*

By: \_\_\_\_\_

Name: Janet Van Pelt

Name: \_\_\_\_\_

Title: CEO

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

Date: July 29, 2021

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