

Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will hold a Regular District Governing Board Meeting open to the public, on **September 17, 2024 beginning at 10:00 a.m.** The meetings will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona. The meeting can also be joined remotely using [WebEx](#). A passcode is required under certain circumstances and it is SEP24DGB.

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

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

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

I, Farah Bughio, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 16th day of September, 2024, at 10:00 a.m.

Farah Bughio
Recording Secretary to the Board

NOTICE DISTRIBUTION

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

M I S S I O N

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

V I S I O N

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

V A L U E S

INTEGRITY
INCLUSION
ADAPTABILITY
CIVILITY
ACCESS



Northland Pioneer College

Governing Board Meeting Agenda

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

The meeting location will be open to the public at 9:55 a.m. at the latest.
Or you can join on [WebEx](#) (Passcode SEP24DGB).

Date: September 17, 2024

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

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance	Chair Robinson
2.	Adoption of the Agenda (Action)	Chair Robinson
3.	Call for Public Comment	Chair Robinson
	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.	
4.	Discussion Items:	
	A. Standing Presentations:	
1.	Financial Position	VPAS Ellison
	VPAS Maderia Ellison will provide a report on the financial position of the college for period July 1, 2024 to July 31, 2024.	
2.	NPC Student Government Association (SGA)	Tyler Wiley
	A written report is provided in the packet. SGA President, Tyler Wiley, will give a presentation.	
3.	NPC Faculty Association	Andi De Bellis
	Faculty Association President, Andi De Bellis, will elaborate on a letter provided in the packet.	
4.	Classified & Administrative Staff Organization (CASO)	No report
	No report.	
5.	Northland Pioneer College (NPC) Friends and Family	Director Wilson
	Friends & Family Director, Betsy Wilson, will provide the Board with an update.	
6.	Strategic Planning	Director Wilson
	Director Wilson will provide an update on the progress made to the 2025 – 2030 strategic plan.	
7.	Human Resources	AVPHR Schaefer
	AVPHR Christine Schaefer will elaborate on the report provided in the packet.	
8.	Construction Report	Director White
	Director of Construction, Justin White, will provide the Board with an update.	
9.	Enterprise Resource Planning (ERP) Implementation Update ..	Colleen Marsh
	Project Manager, Colleen Marsh, will provide the Board with an update. This will be followed by an update on the microwave tower project.	
10.	Arizona Association of Community College Trustees (AACCT) ..	Chair Robinson
	Report if available.	
5.	Office of Institutional Effectiveness	Written report
	A report is provided in the packet.	
6.	Review Budget Calendar and Budget Assumptions	VPAS Ellison
	VPAS Ellison will address the Board and review the budget calendar and budget assumptions.	
7.	President’s Summary of Current Events	Interim Solomonson
	Interim President Solomonson will provide a report on activities from the college since the August 2024 meeting.	

- 8. **Consent Agenda for Action** Chair Robinson
 - A. [August 20, 2024 Board Meeting Minutes](#) (Farah Bughio)
 - B. [August 20, 2024 Work Session Minutes](#) (Farah Bughio)
 - C. [2024-25 Intergovernmental Agreement](#) between Navajo County Community College District and Apache County.
 - D. [2024-27 Intergovernmental Agreement](#) between Navajo County Community College District and Northeastern Arizona Law Enforcement Training Academy for the City of Winslow.
 - E. [2024-27 Intergovernmental Agreement Amendment](#) between Navajo County Community College District and NAVIT.

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

- A. **Old Business**
- B. **New Business:**
 - 1. [Request to Approve NPC Sparklight Internet Access Update](#) CIO Jacob
CIO Michael Jacob will request the Board approve Sparklight internet access update.
- C. **DGB Agenda Items and Informational Needs for Future Meetings** Chair Robinson
- D. **Board Report/Summary of Current Events**..... Board Members
- E. **Announcement of Next Regular Meeting**..... **October 15, 2024** Chair Robinson
- F. **Adjournment**..... **(Action)** Chair Robinson

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



Northland Pioneer College

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

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2024 to July 31, 2024

Budget Period Expired

8%

Tax Supported Funds				
Current General Fund				
	Revised Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	18,340,750	95,787	95,787	1%
State Aid:				
Maintenance and Operations	1,375,600	343,900	343,900	25%
Equalization	12,016,200	3,004,050	3,004,050	25%
Rural Aid	815,000	203,750	203,750	25%
Tuition and Fees	3,800,000	472,382	472,382	12%
Investment earnings	2,000,000	343,384	343,384	17%
Grants and Contracts	2,730,000	46,159	46,159	2%
Other Miscellaneous	350,000	12,037	12,037	3%
Fund Balance	15,626,726	-	-	0%
Transfers	(18,226,726)	(315,593)	(315,593)	2%
TOTAL REVENUES	\$ 38,827,550	\$ 4,205,856	\$ 4,205,856	11%
EXPENDITURES				
Salaries and Benefits	26,487,637	2,155,655	2,155,655	8%
Operating Expenditures	12,339,913	895,736	895,736	7%
TOTAL EXPENDITURES	\$ 38,827,550	\$ 3,051,391	\$ 3,051,391	8%
Unrestricted Plant				
	Revised Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital/STEM	273,600	68,400	68,400	25%
Fund Balance	-	-	-	#DIV/0!
Transfers In	17,626,729	315,593	315,593	2%
TOTAL REVENUES	\$ 17,900,329	\$ 383,993	\$ 383,993	2%
EXPENDITURES				
Capital Expenditures - Construction	10,000,000	-	-	0%
Capital Expenditures - Other	7,900,329	383,993	383,993	5%
TOTAL EXPENDITURES	\$ 17,900,329	\$ 383,993	\$ 383,993	2%

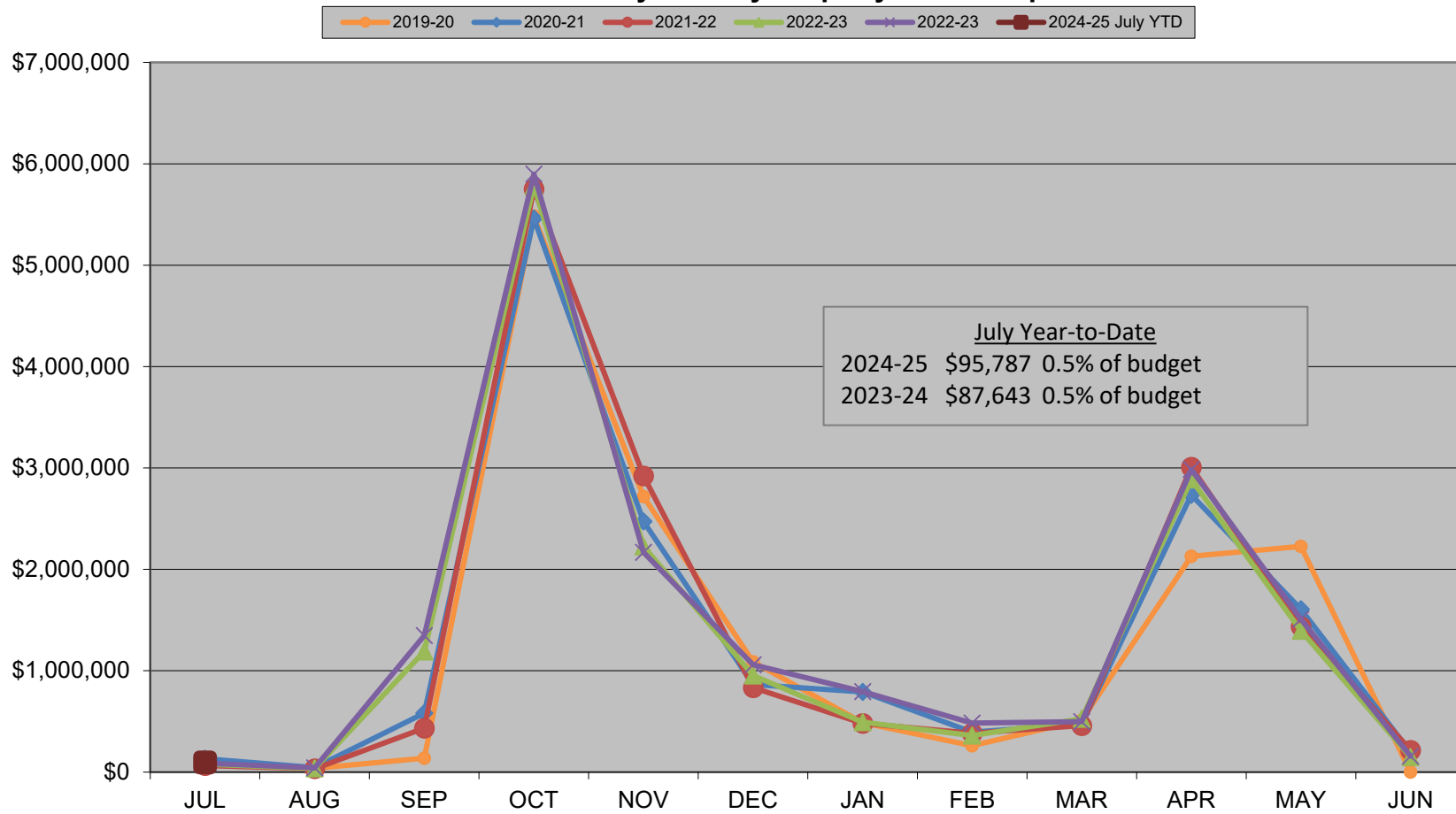
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
 Statement of Financial Position
 July 1, 2024 to July 31, 2024

Budget Period Expired 8%

Restricted and Auxiliary Funds				
	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Grants and Contracts	8,800,000	9,263,799	9,263,799	105%
Fund Balance				
Transfers In	400,000	-	-	0%
TOTAL REVENUES	\$ 9,200,000	\$ 9,263,799	\$ 9,263,799	101%
EXPENDITURES				
Salaries and Benefits	3,250,000	166,907	166,907	5%
Operating Expenditures	5,950,000	26,232	26,231	0%
TOTAL EXPENDITURES	\$ 9,200,000	\$ 193,139	\$ 193,138	2%
	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Sales and Services	240,000	31,372	31,372	13%
Fund Balance				
Transfers	200,000	-	-	0%
TOTAL REVENUES	\$ 440,000	\$ 31,372	\$ 31,372	7%
EXPENDITURES				
Salaries and Benefits	349,654	13,423	13,423	4%
Operating Expenditures	90,346	1,417	1,416	2%
TOTAL EXPENDITURES	\$ 440,000	\$ 14,840	\$ 14,839	3%

Cash Flows	
Cash flows from all activities (YTD)	\$ 13,885,020
Cash used for all activities (YTD)	\$ 3,643,361
Net Cash for all activities (YTD)	\$10,241,659

Monthly Primary Property Tax Receipts



July Year-to-Date
 2024-25 \$95,787 0.5% of budget
 2023-24 \$87,643 0.5% of budget

Student Government Association (SGA)

District Governing Board Report, September 2024

Though many students take the summer off, the Student Government Association did not. They were active and busy all summer, preparing to have an effective Fall Semester. The following is a brief summation of their activities.

In addition to completing their own finals in May, the SGA also provided the Brain Food Drive for students to make finals week a little easier and a bit more pleasant. Next, they agreed to assist in collecting items for the Personal Care Pantry and even went a step further, committing to help with fundraising-- coordinating efforts with Betsy Wilson and NPC Friends and Family. Concurrently, a large focus during the month was discussing possible amendments to the SGA Constitution with the hopes of increasing clarity about the purpose of the association, membership opportunities and requirements, and creating more streamlined systems. Secretary Pamela Bishop was instrumental in reworking this document.

In June, led by President Tyler Wiley, the SGA conducted a college-wide survey about student experiences with online classes, that gave a great deal of insight the college can learn from. They also examined and amended their bylaws, and ratified both the new bylaws and the constitutional amendments. These newly amended and ratified documents are accessible on the SGA website.

July brought preparation and presentations for both students and faculty for Division Day and Advising Day. SGA secretary Pamela Bishop did a fantastic job in creating PowerPoint presentations that explain how the SGA can benefit and are relevant to both audiences. These presentations were recorded, and can be reused in the future. Tabling events were planned for the beginning of the semester to highlight student clubs, SGA opportunities and other college offerings. A trip to NAU in November for Transfer Day was also planned. The SGA also offered to help NPC Friends and Family with Pedal the Petrified.

In August, SGA approved Toastmasters, a community public speaking club, to reach out with a focused invitation to students. The Student Success Alliance Group also approached SGA for support on their student spaces initiative. The SGA decided that a student newsletter would be a valuable asset to students and would also be an efficient way to communicate college and club events, scholarships, and other

important information. This newsletter is called The Student Voice and it's first edition has been shared with students, getting excellent feedback. The tabling events were carried out at all campuses and also received good reviews. New online scheduling calendars were created for staff and faculty to sign up to speak at SGA meetings, and to assist with the scheduling of student and club events. Lastly, the Laptop Scholarship was advertised and several applications have been received. The SGA intends to give away 10 laptops: one to each location, with an additional laptop reserved for online students.

September 6, 2024

District Governing Board
Northland Pioneer College

Dear Members of the District Governing Board,

This letter is on behalf of the Northland Pioneer College Faculty Association to express our concerns regarding the current Presidential Search Process. Our primary concerns are outlined below, and we hope they will be carefully considered as the search progresses.

1. **Timing of the Hiring Process:** Hiring a new president mid-academic year poses significant risks. Candidates who are willing to leave their current positions at this time of year may not be well-suited for NPC, or they may lack the commitment needed for long-term stability. This could result in continued frequent turnover and instability within the presidency, which will be detrimental to the college's continuity and growth.
2. **Search Committee Practices:** We have seen several recent failed presidential searches nationally and within Arizona. We believe that implementing all of the best practices recommended by ACCT—including providing limited candidate information to the search committee and restricting the ability to conduct independent internet searches—may hinder the committee's ability to identify candidates who are best suited for the unique needs of our institution, region, and the communities we serve.
3. **Compensation Concerns:** The current compensation package for the presidential position is not competitive and does not adequately reflect the demands of the role. Engaging with the state legislature and participating in county elections to increase our expenditure limit is an impending undertaking that deserves a compensation level that reflects the scope and importance of these duties.
4. **Residency Requirement:** The requirement for the president to reside in the Northern regions of the county is problematic. It restricts candidates' autonomy to make personal decisions in the best interest of their families and does not align with the realities of the current housing and rental market. This requirement may deter highly qualified candidates from considering the position.

We urge the District Governing Board to consider these concerns and consider adjustments to the search process to ensure that we attract and retain a highly qualified individual well-suited to lead Northland Pioneer College effectively.

Thank you for your attention to these important matters. We look forward to your response and hope for a constructive dialogue to address these concerns.

Sincerely,

Andi De Bellis, MA, Faculty in Instructional Design & Carson Saline, MFA, Faculty in Speech and Theatre

On Behalf of the Faculty of Northland Pioneer College



Northland Pioneer College

EXPANDING MINDS • TRANSFORMING LIVESSM

HUMAN RESOURCES

MONTHLY REPORT

September 2024

EMPLOYEE RELATIONS AND STAFFING

On September 12th the department will host our next new employee onboarding session. This session is open to all NPC employees who wish to register for a refresher, or if they have never attended a session before.

WELCOME AND RECOGNITION

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

- ❖ Dylan Stiegemeier Faculty in Political Science 9M
- ❖ Ethan Wiltbank Campus Monitor
- ❖ Melissa Pasterz EMT Program Clerk 10M/20 hour
- ❖ Michael Scott Maintenance II

Congratulations to the below employees as they transition to new positions

- ❖ John McGaughey Faculty in Business
- ❖ Elizabeth Giacalone Faculty in Ed Prep/Early Childhood Technology Faculty
- ❖ Shawntel Skousen Faculty in English
- ❖ Tracy Solomon Procurement Manager
- ❖ John Paul Hempsey Registrar

The following employees have left the institution since the last report

- ❖ Mary Shea Procurement Manager
- ❖ William Holly Faculty in History
- ❖ Debra Stuart Director of Technical Services
- ❖ Katherine Reeves Associate Librarian
- ❖ Shawna Kukla Practicum Supervisor/Faculty EPP
- ❖ Anna Terry Assist to the Campus Manager
- ❖ Jessica Jackson Learning Assistant
- ❖ Diana Jones Testing Manager

RECRUITMENT

	Location	# Qualified Applicants	Date Opened	Closing Date	Status
Director of Total Rewards	Painted Desert Campus		4/12/24	Open Until Filled	Out Sourced
Payroll Assistant	Painted Desert Campus	27	4/10/24	Open Until Filled	In Review
Maintenance I	Painted Desert Campus	60	6/5/24	Open Until Filled	In Review
Faculty in Therapeutic Massage	Silver Creek Campus	9	6/28/24	Open Until Filled	In Review
Desktop Support Engineer	White Mountain Campus	14	7/29/24	Open Until Filled	In Review
Faculty in Construction	Silver Creek Campus	4	7/29/24	Open Until Filled	Offer in Progress
Manager of Financial Aid Operations	Painted Desert Campus	4	7/30/24	8/16/24	In Review
Practicum Supervisor	Painted Desert Campus	9	8/6/24	Open Until Filled	In Review
Faculty in Educator Preparation Programs	Painted Desert Campus	7	8/7/24	Open Until Filled	In Review
Campus Office Clerk-PT	Painted Desert Campus	53	8/15/24	Open Until Filled	In Review
Center Advisor/Library Technician	Hopi Center	4	8/15/24	Open Until Filled	In Review
Associate Librarian	White Mountain Campus	3	8/21/24	Open Until Filled	In Review
Administrative Assistant for Health & Public Safety	Silver Creek Campus/NATC	0	9/3/24	Open Until Filled	In Review
Veterans Certifying Official	Painted Desert Campus	1	9/3/24	Open Until Filled	In Review
Faculty in Commercial Driver's License Training	Painted Desert Campus	0	9/3/24	Open Until Filled	In Review
Assistant to the Campus Manager	White Mountain Campus	0	9/3/24	Open Until Filled	In Review

EMPLOYEE CENSUS DATA

Turnover Rate for FY24/25	Employee Count	Separated	Turnover Rate
Total Employees as of 7/1/2024	373	8	1.87%
Total New Hires from 07/01/2024 to 09/01/2024	4		1.07%
Total Faculty Turnover FY24/25 to date		2	0.5%
Total Staff Turnover FY24/25 to date		6	1.6%

Turnover Rate for the Last 12 Months	Employee Count	Separated	Turnover Rate
Totals for September 2023 – September 2024	332	24	7.22%
Total Faculty Turnover September 2023 – September 2024		4	1.20%
Total Staff Turnover September 2023 - September 2024		20	6.02%

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

EMPLOYEE DEVELOPMENT

Supervisory training will be starting back up soon with plans of the Training and Professional Development Specialist to begin expanding training opportunities and programs for all employees.

TOTAL REWARDS

BENEFITS AND COMPENSATION

The compensation committee has met 3 times since July and is making progress on the items charged to the committee.

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. Provided data to assist the Career Services Department with its WIOA external reporting responsibilities.
2. Assisted in internal ad hoc service requests from the following departments/individuals: Marketing; Director of Enterprise & Data Systems; Early College Department; Title III Project Director; Advising, Records & Registration, Faculty Mentor Program Coordinator; Financial Aid; TAS; Student Accounts; Career Services; Workforce Development Office.
3. Generated and distributed the weekly registration reports to the President for Fall 2024.
4. Assisted the college in completing the HLC 's Year 4 Assurance Review.
5. Supported the Leadership Council in facilitating the 2025-30 strategy development process by synthesizing the Community Input Survey responses.
6. Conducted course-specific Summer 2024 course improvement surveys; distributed Summer 2024 course improvement survey reports to faculty.
7. Completed Analyses of the Spring 2024 RiSC Survey (see attached report).

Northland Pioneer College
 Course Improvement Survey (Summer 2019 - Summer 2024)

Category: Positive Ratings Comparison (Strongly Agree, Agree)

Summer 2019	Summer 2020	Summer 2021	Summer 2022	Summer 2023	Summer 2024
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RATINGS ABOUT THE COURSE

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

89.3%	91.7%	91.2%	92.5%	92.4%	93.9%
77.3%	78.8%	87.6%	84.0%	81.6%	84.0%
84.4%	88.3%	89.3%	87.9%	87.7%	88.5%
84.6%	85.0%	89.8%	83.6%	85.4%	85.4%
83.8%	85.6%	88.8%	87.5%	86.7%	88.5%
89.5%	91.2%	93.2%	91.8%	91.3%	91.2%

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.

94.2%	94.2%	95.6%	95.0%	94.9%	93.7%
91.4%	93.9%	97.1%	94.0%	93.1%	92.6%
88.0%	88.3%	88.2%	89.3%	89.1%	91.7%
91.3%	89.5%	93.3%	91.1%	90.8%	90.1%
86.2%	84.4%	84.6%	85.4%	83.5%	86.2%
90.6%	92.2%	93.2%	91.5%	92.3%	91.2%
90.1%	90.0%	91.4%	90.7%	91.2%	91.9%
90.7%	91.3%	91.9%	89.7%	92.1%	92.6%
89.0%	90.6%	93.5%	90.0%	93.0%	89.4%
86.8%	88.1%	91.3%	90.4%	91.1%	88.7%

STUDENT CONTRIBUTION TO COURSE

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

73.2%	86.2%	87.6%	82.9%	85.0%	81.4%
72.9%	77.1%	86.9%	78.3%	76.3%	76.1%
77.9%	82.2%	87.3%	80.1%	84.2%	83.2%

Northland Pioneer College

Revealing Institutional Strengths and Challenges Survey

Summary of Spring 2024 Survey Results

~Prepared by the Office of Institutional Effectiveness~

In Spring 2024 Northland Pioneer College contracted Percontor, a survey vendor, to conduct the *Revealing Institutional Strengths and Challenges Survey* (RISC). The RISC survey asks students about the problems they face in college focusing on “more than 80 specific areas colleges can act to improve student success, including... functional areas that excel in helping students succeed in college” (<https://risc.college>).

The RISC Survey provides detailed, actionable data about student success, using the latest advances in survey research and computing. Survey results identify where college students experience obstacles and identify campus offices that excel in helping students succeed. The survey has four main sections: demographics, challenges to student success, student-office interactions, and overall views of the institution. Data collection included a mixed-methods approach using both closed-ended Likert scale responses and open-ended responses.

The following are the results from Spring 2024 for Northland Pioneer College (NPC):

Demographics

The survey was distributed to 2,625 NPC students. 307 responses were collected, yielding a 11.7% response rate. Of the 307 respondents, 72% identified as female. 53% of respondents identified as White and 39% identified as Native American. 30% of respondents were 18 years of age or younger and 19% were 45 years of age or older. 73% of respondents were part-time students, and 33% of respondents have completed at least 15 credit hours.

Challenges to Student Success

The three (3) top categories identified by respondents as major challenges to their success as students at NPC were: *Work and Personal Issues (54%)*, *Success in Courses (45%)*, and *Finances and Financial Aid (29%)*. Each primary category was broken down into sub-challenge categories to identify specifics concerning each of the primary challenge categories (Table 1).

Table 1: Challenges to Student Success

Primary Challenge	Sub-Challenge	NPC%	Respondent Suggested Improvements
Work and Personal Issues		54%	
	Family	32%	Provide Child Care
	Work	32%	Increase night and weekend class options
	Health/Disability	16%	Increase instructor knowledge
Success in Courses		45%	
	Online Classes	23%	Increase online instructor assistance
	Developmental Courses	18%	Improve tutoring services
	Doing College-Level Work	17%	Offer more college-prep courses
	Faculty	12%	Improve faculty/student communication
Finances and Financial Aid		29%	
	Paying for College/Living Expenses	24%	Offer more financial resources
	Working w/Financial Aid Office	13%	Improve training and staff knowledge
	Military/Employer Tuition Benefits	1%	NA

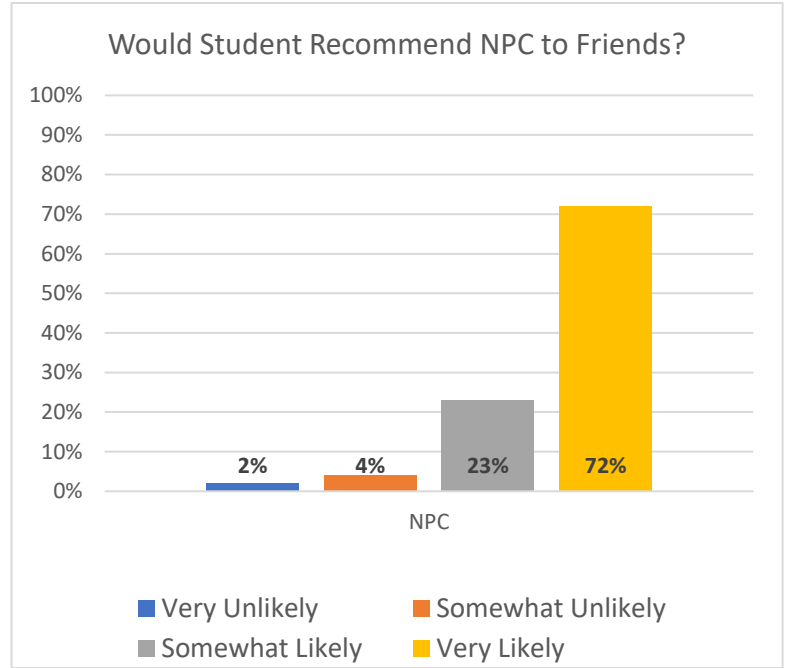
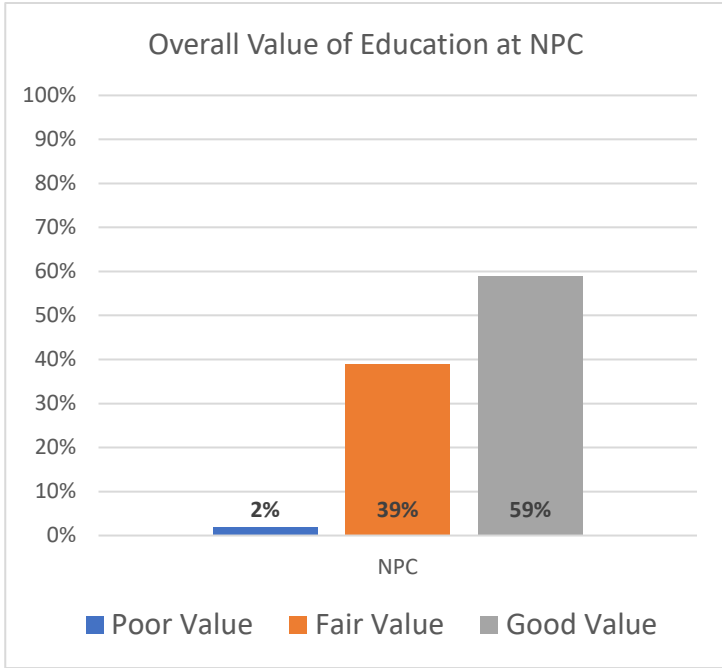
Student-Office Interaction

Respondents were asked to rate their experiences interacting with 5 distinct offices, the staff of those offices in areas of availability of the office staff, the amount of concern the staff demonstrated when addressing the students’ issue, and how effective the staff was at addressing the students’ issue.

- The 5 offices being rated by the students were the Library (42% of respondents reflected on library service experiences), Technology Advancement and Support (26%), Career Services (11%), Tutoring (8%), and the Office of Accessibility and Inclusion (7%).
- Respondents reported varying levels of experiences when interacting with staff at different offices:
 - “Very available”: 60% -87%
 - “Very concerned”: 52% -86%
 - “Very effective”: 48%-91%

Student Views

Students were asked if they would recommend NPC to a friend, whether NPC is a good value, and how well NPC is helping them meet their enrollment goals. 98% of respondents indicated that they received at least a fair value of their education at NPC. 95% of respondents would recommend NPC to their friends.



When considering respondent enrollment goals, there were three (3) predominant categories: *Increase Job and Career Opportunities, Prepare for 4-year Degree, and Self-Improvement*. In general, five out of 10 respondents commented that NPC is helping them “very well” in meeting their enrollment goals Table 2 (below) breaks down response percentages by specific respondent goal(s).

Table 2: Statements of Goal Accomplishment at NPC			
Purpose of taking courses at NPC...	NPC%	How well is education at NPC... (%very well)	
Increase job/career opportunities	43%	47%	I am learning the skills I need to be successful
Prepare for 4-year degree	39%	56%	My desire is to go on to transfer to a four year degree program in the hopes that I can bring art to special needs and gifted children.
Self-Improvement	18%	40%	The classes have taught me how to effectively manage work. It has helped me prioritize everything from least to most important.

Finally, respondents were given three open-response questions: “What is NPC’s greatest strength?”, “If NPC could change one thing to increase student success, what should it change?”, and “Overall, Do you feel you belong at NPC? Why or Why not?”.

73% of respondents identified areas of NPC’s greatest strengths. The top three (3) strengths were:

- Positive Instructor and Staff Support (28%)
- Cost-Inexpensive (16%)
- Academic Options (15%)

67% of survey respondents provided suggested improvements to help support student success. The top three (3) suggestions included:

- Improving Course Structure (19%) in areas of course content, course modality, and class/lab technologies
- Improving Resources and Services (13%) in the areas of advising, financial aid, housing, and tutoring
- Technology (7%) to include expanding technology options within on-campus study areas and increasing the number of students able to access laptops and internet connectivity through NPC

64% of survey respondents reflected on whether they feel they belong at NPC.

- 69% of those who responded indicated they felt a sense of belonging at NPC. The top reasons given included NPC’s welcoming and supportive environment, positive instructor interactions/experiences, and having academic/career goals supported.

In conclusion, the RISC survey has provided some great insights into areas of improvement and areas of strength at NPC. The data will be stored as college-wide student feedback baseline data. The RiSC survey administration is currently funded by the Title III-NSANTI (Native American Serving Nontribal Institutions) grant. NPC will continue to conduct this survey to our students every Spring and Fall semester for at least the next 3 years.

Review Budget Calendar and Budget Assumptions

Summary:

The development of the budget cycle starts in July of each year, when NPC develops and submits its State Aid request. The consolidated AZ Community Colleges State Aid request is due to the state by September 1st of each year. In order to complete the State Aid request, transactions for Accounts Payable, Purchasing and Grants for the prior year ending June 30 must adhere to a tight deadline for completion.

The District Governing Board will be asked to approve the Budget Calendar and Assumptions in October.



Northland Pioneer College

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

BUDGET DEVELOPMENT CALENDAR

FISCAL YEAR 2025-2026

PROPOSED

ACTIVITY	RESOURCE	DUE BY
1. Receive budget calendar and budget assumptions	DGB	17 September 2024
2. Approve budget calendar and budget assumptions	DGB	15 October 2024
3. Provide budget training for supervisors/department managers	CFO	7 November 2024
4. Distribute materials for operational & capital budgets and staffing requests	Financial Services	8 November 2024
5. President, CHRO, faculty, CASO meet on compensation to provide collaborative recommendation	President, CHRO, FA, CASO	17 November 2024 to 23 January 2025
6. Financial Services receives department budget & justifications	Department Budget Managers & Financial Services	23 January 2025
7. President's Cabinet receives staffing requests	Department Budget Managers & President's Cabinet	23 January 2025
8. President receives compensation recommendation	President, CHRO, FA, CASO	23 January 2025
9. President's Cabinet finalizes staffing needs	President's Cabinet	10 February 2025
10. President's Cabinet reviews operational & capital budget requests, including compensation	President's Cabinet	10 February 2025
11. Receive introductory budget analysis	DGB	18 February 2025
12. Receive tuition and fee schedules	DGB	18 February 2025
13. Receive compensation proposal	DGB	18 February 2025
14. Budget Hearing (if necessary)	Department Budget Managers & Financial Services	28 February 2025
15. Budget hearing (if necessary)	President's Cabinet	10 March 2025
16. Receive preliminary budget analysis	DGB	18 March 2025
17. Approve tuition and fee schedules	DGB	18 March 2025
18. Approve compensation	DGB	18 March 2025
19. Receive state budget forms and analysis <i>(no later than June 5 A.R.S. 15-1461)</i>	DGB	15 April 2025
20. Adopt or modify preliminary budgets	DGB	15 April 2025
21. Publish notice of budget hearing & special board meeting <i>(not later than 15 days prior to hearing A.R.S. 15-1461)</i>	CFO	2 May 2025
22. Publish budget on website <i>(not later than 15 days prior to hearing A.R.S. 15-1461)</i>	CFO	2 May 2025
23. Publish notice in newspaper and issue a press release for truth in taxation (TNT) hearing <i>(14-20 days prior to hearing A.R.S. 15-1461.01)</i>	CFO	2 May 2025
24. 2 nd notice in newspaper for TNT hearing <i>(7-10 days prior to hearing A.R.S. 15-1461.01)</i>	CFO	13 May 2025
25. 2 nd notice of public budget hearing & special board meeting in newspaper <i>(not later than 5 days prior to hearing A.R.S. 15-1461)</i>	CFO	14 May 2025
26. 2 nd publication of budget in newspaper <i>(not later than 5 days prior to hearing A.R.S. 15-1461)</i>	CFO	14 May 2025
27. Conduct public budget hearing and TNT hearing <i>(no later than June 24 A.R.S. 15-1461 & 15-1461.01)</i>	DGB	20 May 2025
28. Adopt property tax levy & final budgets at special meeting	DGB	20 May 2025
29. Notify PTOC of primary property tax levy <i>(within 3 days after hearing A.R.S. 15-1461.01)</i>	CFO	23 May 2025
30. Submit tax levy to Navajo County	CFO	23 May 2025

**Northland Pioneer College
Budget Development Assumptions
FY26**

GENERAL ASSUMPTIONS

- Budget Development Calendar will establish the due dates.
- Introductory budget analysis for DGB in February will be before budget hearings and will be limited to an overview of expenditure and revenue trends.
- Preliminary budget analysis for DGB in March will include a detailed examination of budget planning.
- Expenditure limit breach will use carry forward amounts to comply with statutory limits.

REVENUE ASSUMPTIONS

- State appropriations for equalization and operating state aid is expected to increase compared to the current fiscal year. Rural aid is expected to be flat compared to the current fiscal year.
- Assessed valuations for setting the primary property tax levy will be available in February and a decline is expected due to lower assessed valuations related to a declining real estate market. To offset the decrease, the levy needs to be set at the maximum allowable amount. The maximum is a 2% increase over the prior year, plus the impact of new construction. For FY26 the levy will be set at the maximum allowed.
- The District Governing Board adopts tuition rates on a three-year cycle. The current approved plan covers the period FY24 to FY26.
 - In-district tuition rates reflect a small increase for each year listed:
 - (A) FY2324 is \$70 per in-district credit hour; \$88 per in-state credit hour
 - (B) FY2425 is \$73 per in-district credit hour; \$91 per in-state credit hour
 - (C) FY2526 is \$75 per in-district credit hour; \$94 per in-state credit hour
 - Tuition and general fees are set at a rate that:
 - (A) considers the impact on students, student enrollment, and student retention rates,
 - (B) increases incrementally, and
 - (C) is competitive in our market by maintaining a comparative position to the average overall tuition and general fees at other Arizona community colleges.
- Course fees will be set at a rate to offset expendable supplies and equipment.
- Other revenues will be based on historical information and emerging trends.

EXPENDITURE ASSUMPTIONS⁶

- Overall expenditures will match revenues.
- Budget requests from Department Budget Managers for operational and capital expenditures are due **January 23, 2025.**
- Budget requests that are higher than the current budget or actual historical spending will require justifications and are due **January 23, 2025.**
- Budget requests to add new employee positions or modify existing contractual positions, including Grant positions, are due **January 23, 2025.**

- SALARY SCHEDULES
 - The Compensation Committee is currently evaluating salary ranges for all positions. As soon as information is available it will be shared.
 - The college will continue to develop compensation proposals with the following in mind:
 - (A) consider available funds and the impact to expenditure limit,
 - (B) consider competitive market conditions with the goal to maintain a comparative position to the average increases/rates at other local public entities, other Arizona community colleges, and other similar institutions, and
 - (C) consider internal equity
 - (D) consider salary recommendations received through the shared governance process.

- BENEFITS will be developed with:
 - (A) consideration on impacts from third-party partnerships including:
 - (1) Employee benefit trust for medical insurance and life insurance, and
 - (2) Arizona State Retirement System for retirement contributions.

- Education partner relationships will be maintained with:
 - (A) Apache County,
 - (B) NAVIT,
 - (C) Dual enrollment, and
 - (D) others.

- OPERATING budget requests cover a one-year period.
- CAPITAL budget requests cover a three-year period (FY26, FY27, and FY28).
- GRANT funding will continue to be identified and pursued.
- AUXILIARY fund activities will be maintained.

**Northland Pioneer College
Budget Development Guidelines
FY26**

Budget Categories & Targets:

Revenues	<ul style="list-style-type: none"> • Administrative Services will prepare the budget.
Salaries/Wages & Benefits	<ul style="list-style-type: none"> • Human Resources and Administrative Services will prepare the budget for contract positions and the benefits for all positions. • Budget Managers will prepare budget for non-contract positions and include in their department budget requests. These include: <ul style="list-style-type: none"> ○ Adjunct faculty ○ Faculty overload ○ Temporary employee ○ Lab aid ○ Substitute faculty
Operating Expenditures	<ul style="list-style-type: none"> • Budget to remain level. • Any new programs/services must demonstrate linkage to the strategic plan.
Capital Expenditures	<ul style="list-style-type: none"> • Budget requests to align with revenues from the operational budget, grant funds, or reserved funds.

Navajo County Community College District Governing Board Meeting Minutes

August 20, 2024 – 10:00a.m.

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

Governing Board Member Present: Chair. Everett Robinson, Ms. Kristine Laughter (arrived at 1002); Mr. Frank Lucero; Mr. Derrick Leslie; Ms. Rosie Sekayumptewa

Governing Board Member Absent:

Others Present: Interim President Michael Solomonson; CIO Michael Jacobs; Betsy Wilson; Judy Yip-Reyes; Norvita Charleston; Tabitha Stickel; VPAS Maderia Ellison; AVPHR Christine Schafer; Alexander Henderson; Amanda Sutter; Charles DiCarlo; Colleen Marsh; Dawayne Bahe; Desirae Silvers; Frank Pinnell; Katie Matott; Josh Rogers; Justin White; Russell Kupfer; Allison Landy; Melody Niesen; Michael Broyles; Michael Jacob; Natalie Kee; Maria Jaquez; Paul Hempsey; Rebecca Hunt; Ruth Zimmerman; Ryan Jones; Talaina Fisher; Farah Bughio

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Robinson called the meeting to order at 10:00 a.m. and led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Chair Robinson asked for the agenda to be rearranged to allow for action items and the consent agenda to be presented first as Mr. Leslie needed to leave the meeting early.

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

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

Agenda Item 3: Call for Public Comment

None.

Agenda Item 9: For Discussion and Possible Action

9.A. Old Business

9.B. New Business

9.B.1. Request to Approve Presidential Finalist Site Visit

Mr. Lucero stated that if we went with five day visits we would lose candidates. Chair Robinson clarified that we might but we already have several candidates that have applied.

Ms. Laughter asked why Hopi would receive a visit and not Kayenta and expressed the importance of candidates visiting the Kayenta Center.

Ms. Sekayumtewa agreed with Ms. Laughter.

Mr. Leslie expressed his support for the two-day visit.

Mr. Lucero expressed that he liked the two day visit as he didn't want to reduce the candidate pool.

Chair Robinson asked Ms. Laughter how long the drive from Kayenta took. Ms. Laughter responded that it was three hours. Chair Robinson expressed that a trip to Kayenta would be 7 hours out of a twelve-hour day and that candidates were only here for two days. Chair Robinson reviewed the two day visit schedule and how to work in Kayenta while not excluding any other groups.

Ms. Laughter asked if candidates were going to visit the Whiteriver Campus. Chair Robinson responded that they would not be going to Whiteriver.

Ms. Laughter requested that there be a presentation on the communities served by NPC so that the candidates understand the diversity.

Mr. Lucero stated that the candidates would do research and know what they were getting into. Ms. Laughter responded that she was told that during a previous search someone applied from the deep south and had no idea what they were getting themselves into.

Mr. Lucero said that he believed driving through Winslow and Holbrook would be sufficient to understand the region and that people would not know until they got here.

Chair Robinson stated that Dr. Caldwell is very experienced with rural colleges and Native communities and that she understood the importance of informing candidates about the region NPC serves. Chair Robinson continued that he would look at the schedule again and see if he could work in a visit to Kayenta. Ms. Laughter responded that she didn't want to lose candidates because of a longer trip but that she would like someone to put together a presentation and that she would like to review it beforehand.

VPAS Ellison asked if the candidates would be flying into Phoenix. She continued that they could fly into Gallop, NM and visit Kayenta on the way to Winslow.

Chair Robinson stated that a point has already been made to house candidates in Winslow. Chair Robinson continued that the profile further stated that residence could only be in Winslow, Holbrook, Joseph City or adjacent Tribal lands.

Chair Robinson stated that there would be two public forums for each candidate.

Mr. Lucero made a motion to approve the Presidential Finalist Site Visit. Mr. Leslie seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Sekayumptewa and Chair Robinson voting in favor. Ms. Laughter voted against.

9.B.2. Request to Approve the 2025-30 Strategic Directions

Leadership Council asked the Board to approve the 2025-30 Strategic Directions.

Ms. Laughter asked what the indicators and metrics were and where those could be found. Dean Stickel responded that creating the indicators was the next step and had not yet been completed.

Ms. Laughter asked who composed the group making these decisions and where members came from. Dean Stickel responded that this process had been condensed to fall in line with the budget cycle and that Leadership Council would be making these decisions in consultation with Deans and Directors.

Ms. Laughter asked if everyone could give feedback on the website or if it was restricted to staff. Director Matott responded that it was available to anyone who had SharePoint access, which was any employee, but that if there was a need to expand who could offer feedback that could be arranged.

Ms. Laughter asked what was being done to ensure that all employees knew about the opportunity for providing feedback. Director Matott responded that each member of Leadership Council had constituents through which this was communicated.

Ms. Laughter asked if there was some kind of tracking to see who and how much feedback was submitted. Director Matott responded that there was not currently a tracking method and that members communicated this information to their constituents. Josh Rogers elaborated on the communication process. Dean Stickel continued that Leadership Council was ensuring that people were being communicated to multiple times. Dean Stickel continued that the feedback was anonymous to encourage people to be honest.

Ms. Laughter stated that people want to feel valued and heard so that they feel accountable. Director Matott responded that it was important to Leadership Council to make sure goals and initiatives were properly communicated so that people understood how it related to their position and how they could make a difference.

Ms. Laughter made a motion to approve the 2025-30 Strategic Directions. Mr. Leslie seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.

9.B.3. Request to Establish a Contingency for the Goldwater Welcome Center Addition.

Chair Robinson asked who approved the use of contingency. VPAS Ellison responded that the first layer would be Director Justin White who will provide guidance to the President who will make the final decision.

Mr. Lucero asked for clarification on the contingency rate of 20% and the final amount. VPAS Ellison clarified the amount of contingency at 20% and a final cost of 5.6 million if all of the contingency was spent.

*Mr. Lucero made a motion to establish a contingency for the Goldwater Welcome Center Addition with the caveat that the Board is informed every time \$50,000 is spent. Ms. Laughter seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.***

9.B.4. Request to Proceed with a Construction Manager at Risk

Ms. Laughter asked if it was more expensive to build on Navajo land. Director White responded yes but continued that they were doing their best to keep costs down.

*Ms. Laughter made a motion to proceed with a Construction Manager at Risk for the Kayenta Center. Ms. Sekayumptewa seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.***

9.B.5. Request to Approve Additional Design Fees for the Goldwater Welcome Center

Mr. Lucero asked if this was included in the previous action item regarding the Goldwater Center. VPAS Ellison responded that it will eventually come out of that balance.

Mr. Lucero asked if this was additional money or if it had already been approved. VPAS Ellison clarified that this cost would come out of the contingency.

Mr. Lucero asked why they had this information. VPAS Ellison responded that they bring back any increases to the Board in the interest of transparency.

*Mr. Leslie made a motion to approve the additional design fees for the Goldwater Welcome Center in the amount of \$43,645. Mr. Leslie seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.***

9.B.6. Request to Accept the Northern Arizona Good Jobs Network Phase 2 Grant

No Questions.

*Ms. Laughter made a motion to accept the Northern Arizona Good Jobs Network Phase 2 grant in the amount of \$185,000. Mr. Leslie seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.***

9.B.7. Request to Accept Revision of Policy 1102

No questions.

*Mr. Leslie made a motion to accept revision of policy 1102. Ms. Sekayumptewa seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.***

9.B.8. Request to Renew Contract with Ellucian

No questions.

*Mr. Leslie made a motion to renew contract with Ellucian for \$67,630. Ms. Laughter seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.***

Agenda Item 8: Consent Agenda

- A. July 18, 2024 Board Meeting Minutes** (Farah Bughio)
- B. July 27, 2024 Special Meeting Minutes** (Farah Bughio)
- C. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and Shonto Preparatory School.
- D. 2024-27 Intergovernmental Agreement** between Navajo County Community College District and Northeastern Arizona Law Enforcement Training Academy for the City of Holbrook.
- E. 2024-27 Intergovernmental Agreement** between Navajo County Community College District and Northeastern Arizona Law Enforcement Training Academy for the Round Valley Police Department.

No questions.

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

Agenda Item 5: Summer Enrollment Report

Dean Jeremy Raisor presented the summer enrollment report.

Mr. Lucero asked how much of an increase there was for out of state students. Dean Raisor replied that it was 15 students and is now closer to 50 students.

Chair Robinson asked if these were mostly online classes. Dean Raisor responded yes.

Ms. Laughter asked what percentage of classes were online. Dean Raisor responded he did not know those numbers off the top of his head.

Ms. Laughter asked what the plan was to recruit the new students who took classes in the summer but did not return for classes in the fall. Dean Raisor responded that there was a program in place called Target X to track and work with students to assist in continuation of enrollment.

Mr. Lucero asked how many enrolled did not have to continue in the fall. Dean Raisor responded that he did not currently have those numbers.

Agenda Item 6: Assessment of Student Knowledge Committee Report

A report was provided in the packet.

Agenda Item 7: President's Summary of Current Events

Interim President Michael Solomonson gave an update on the VPLSS position and events since the May DGB meeting.

Ms. Laughter asked how much time advisors were making for students and how available they were at the centers. Interim Solomonson responded that an advantage at centers was the cross training of employees allowing for many to be able to help students. Ms. Laughter asked for clarification on the cross training allowing for students to be properly served. Interim Solomonson responded that advisors are also working on a calendar for students to avoid these issues.

Agenda Item 4: Discussion Items

4.A.1. Financial Position

VPAS Ellison expanded on the report provided in the packet.

Ms. Laughter asked what the fund balance was used for. VPAS Ellison clarified what this fund was used for.

Ms. Laughter asked what was being done to ensure 100% of grants were utilized. Interim President Solomonson expanded on those in charge of grants and their efforts to use all the funds. Ms. Laughter asked if any money has had to be returned. VPAS Ellison responded that no money has had to be returned.

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

No report.

4.A.3. NPC Faculty Association

No report.

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

No questions.

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

Betsy Wilson, Director of NPC Friends and Family gave an update on scholarships and NPC Friends and Family.

Ms. Sekayumtewa asked if there could be outreach to young children about NPC in Native communities. Director Wilson responded that there used to be a program (School-to-Work) that did this and it would need to be revived.

4.A.6. Northland Pioneer College (NPC) Friends and Family

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

No questions.

4.A.7. Human Resources

A report was provided in the packet.

No questions.

4.A.8. Construction Report

Director Justin White gave the Board an update on construction projects.

Chair Robinson asked if there was a CMAR for Winslow. Director White responded that he would like to use a CMAR.

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

Project Manager Colleen Marsh addressed the Board with an update.

Ms. Laughter asked about the ERP not being able to perform all of the tasks like payroll. Ms. Marsh responded with a detailed explanation of what Anthology could and couldn't cover.

Ms. Laughter asked if there were any other issues with Anthology. Ms. Marsh said there have been some other issues but they are being worked out.

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

Ms. Sekayumtewa gave an update on her time at the GLI conference.

Agenda Item 10: DGB Agenda Items and Informational Needs for Future Meetings.

Chair Robinson reviewed items for future needs. Ms. Laughter requested more information about IGAs, the relationship between NPC and the participating high schools and whether these high school students were recruited to NPC.

Mr. Lucero requested information on why jobs were moving to Show Low.

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

Ms. Laughter announced the Navajo Tribal Fair.

Agenda Item 12: Announcement of Next Regular Meeting

September 17, 2024

Agenda Item 13: Adjournment

The meeting was adjourned at 12:20 p.m. upon a motion by Ms. Laughter and a second by Mr. Lucero. The motion carried upon a roll-call vote with Ms. Sekayumtewa, Ms. Laughter, Mr. Lucero, and Chair Robinson voting in favor. Mr. Leslie had to leave the meeting before adjournment. There were no votes against.

Respectfully submitted,



Farah Bughio
Recording Secretary to the Board

Navajo County Community College District Governing Board Work Session Minutes

August 20, 2024 – 1:00 p.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Ms. Kristine Laughter; Mr. Frank Lucero; Mr. Everett Robinson; Ms. Rosabel Sekayumtewa.

Governing Board Member Absent: Mr. Derrick Leslie

Others Present: President Michael Solomonson; Farah Bughio; VPAS Ellison; Director Justin White; Matt Weber; Frank Pinnell; Colleen Marsh; Ruth Zimmerman.

Agenda Item 1: Call to Order

Chair Robinson called the meeting to order at 1:00 p.m.

Agenda Item 3: Discussion

3.A. Master Facilities Plan

Director Justin White gave an overview of the Master Facilities Plan.

Mr. Lucero stated that he is concerned that things are moved from Holbrook. Mr. Lucero continued that there was plenty of space to build more buildings at the Holbrook campus.

Ms. Laughter added that local economies needed to be considered and asked where the first NPC campus was. Mr. Lucero responded Holbrook. Chair Robinson stated he disagreed because there were sites in Show Low, Winslow, Snowflake, Hopi and Kayenta.

Ms. Laughter expressed that jobs should stay in Holbrook. Mr. Lucero added that people wanted to live in Show Low because there were trees and that was the climate of the college.

Director White continued with the presentation discussing the automotive program in Holbrook. Mr. Lucero stated that the automotive program used to be in Holbrook but then was moved to Show Low. Director White responded that is why it is exciting that it is returning to Holbrook.

Ms. Laughter expressed that there should be student housing. Mr. Lucero responded that there used to be student housing and elaborated on the issues that both NPC and other community colleges face with this.

Director White continued with his presentation. Mr. Lucero asked where the general education building would be. Director White replied with the location at WMC. Mr. Lucero asked what the square footage would be. Director White responded 'big'. Chair Robinson added that there was discussion of a second and even third floor in this building. Mr. Lucero asked if there would be

an elevator. Director White responded that there would have to be. Chair Robinson added that this building would eliminate the need for the modular buildings at WMC.

Ms. Laughter expressed her gratitude that NPC was building for the future.

Director White continued. Chair Robinson expressed the need for parking at the Winslow campus.

Ms. Laughter asked if there were areas for students to study and eat. VPAS Ellison responded with what was available to students.

Mr. Lucero asked about the growth at Snowflake High School. Mr. Weber responded that they are currently just under 1,000 students compared to 800 two years ago. Mr. Lucero asked about how these students were being recruited to NPC. Mr. Weber responded with some challenges regarding available space in high demand classes like welding. Mr. Weber continued that they owned the welding building in the Show Low Industrial Park which could be refurbished to allow for more students.

Mr. Lucero asked how many hours a week NAVIT welding courses ran in Show Low. Mr. Weber responded 3 hours, five days a week. Mr. Lucero asked if multiple classes could be run a day. Mr. Weber responded that there were. Additional welding classes are offered in the evenings, but those are not paid for by NAVIT.

Ms. Laughter asked how long the drive was from Snowflake to Show Low. Mr. Lucero responded 16 miles. Mr. Weber stated that on a school bus it was about 25 minutes. Ms. Laughter responded that the drive was not that long and students could certainly drive to Show Low.

VPAS Ellison stated that if there was a high demand then a bus system should be established. Mr. Weber responded that there was room on the bus. VPAS Ellison stated that it was her understanding that due to lack of transportation last year, NPC had to provide transportation. Mr. Weber responded that there was not a dedicated bus system but there was room on the bus to WMC.

VPAS Ellison expanded on the move to bring all programs back to campus. Mr. Lucero stated that they needed to know how much it would cost to refurbish the building under Mr. Weber. NAVIT would cover the refurbishing costs, Mr. Weber added, NPC would need to provide the instructor.

Ms. Laughter stated that if students from Kayenta could commute three hours and have to stay over night in Holbrook, certainly these students could drive 16 miles and then asked if the class was five days a week. Chair Robinson responded yes, but that the problem was capacity of classes and not the commute.

Ms. Laughter asked if there were courses other than welding that these students could take or if their mind was set on welding. VPAS Ellison responded that she wasn't sure but that students who were unable to enroll in NAVIT could come back as paying students. Mr. Lucero responded that these students didn't want to pay and that they didn't want to come to Holbrook they wanted to go to Show Low. Ms. Laughter responded that perhaps NAVIT should be shifted so that students come to Holbrook instead of going to Show Low, especially if capacity is an issue. Ms. Laughter asked what the capacity for welding was in Holbrook. VPAS Ellison stated 40. Ms. Laughter asked if it was always maxed out. Mr. Weber responded that some years it was and other years it was not. Ms. Laughter continued that Holbrook should be utilized. Mr. Weber responded that it would be a matter of commitment from Snowflake.

Ms. Laughter asked how long the drive from Snowflake to Holbrook was. Mr. Lucero responded 30 minutes.

Ms. Laughter suggested using the budget to find an incentive to get students to drive to Holbrook. Mr. Lucero suggested reducing tuition. VPAS Ellison stated that perhaps students who were not able to attend the high school program could return after graduation at a reduced cost.

Ms. Laughter asked how many students who went through the paid program were employed five years after completing. Chair Robinson replied probably 97%.

Ms. Sekayumptewa asked if there could be food trucks why couldn't there be mobile skill center units. VPAS Ellison stated that this had been in practice a long time ago and it could be brought back. VPAS Ellison continued that there had been talk of a mobile welding unit but that there were many questions about the strategy NPC wanted to take. Mr. Lucero asked how much a mobile welding unit would cost. VPAS Ellison responded that at the time it was estimated to be a couple thousand dollars and gave a break down of what would be required.

Ms. Laughter asked who Mr. Weber was. Mr. Weber responded that he was the Snowflake Superintendent.

Mr. Lucero asked how much it would be to remodel the Snowflake welding building. Mr. Weber stated that they could pay for the remodeling at no cost to NPC.

Ms. Laughter asked how long the NAVIT welding program was in existence. Mr. Weber stated since 2000.

Ms. Laughter asked if it has always been a success. Mr. Weber stated yes.

Ms. Laughter asked what the average age of retirement for welders was. Mr. Weber said he didn't know.

Director White finished his presentation.

Agenda Item 4: Adjournment

The meeting was adjourned at 1:50pm

Respectfully submitted,



Farah Bughio
Recording Secretary to the Board

DRAFT

**INTERGOVERNMENTAL AGREEMENT BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND APACHE COUNTY
FOR PROGRAMS AND SERVICES**

This Intergovernmental Agreement between Navajo County Community College District dba Northland Pioneer College (“District”) and Apache County (“County”) for Programs and Services (“Agreement”) is effective as of first day of July, 2024.

RECITALS

- A. Pursuant to A.R.S. § 11-952, District and County are authorized to enter into this Agreement for joint or cooperative action to carry on the activities for which they are authorized to provide under A.R.S. §§ 15-1470 and 11-201.
- B. County has established an advisory committee, The Apache County Higher Education Committee, by separate policy, to perform, among other duties, those activities which the County is authorized to carry on in this Agreement;
- C. District and County previously entered into an Intergovernmental Agreement for Programs and Services dated February 5, 2019, originally expiring on June 30, 2021 and amended three times to extend the agreement to June 30, 2024. The Parties agree that this Agreement supersedes any expired and prior agreement between the parties for Programs and Services.

WHEREFORE, the parties agree:

- 1. **Purpose.** The purpose of this Agreement is to provide community college programs and services, in Apache County through the strategic plan of the Apache County Higher Education Committee.
 - a. District programs and services are defined by the NPC Strategic Plan, the District budget and the District’s instructional and student services staffing capacity.
 - b. Educational programs and services will include general education courses offered in a cycle in Apache County that will allow a student to meet the Arizona General Education Curriculum requirements in two years using alternative delivery methods if on-site classes are not feasible. Career and Technical Education (CTE) Programs will include courses that will allow a student to complete the offered program certificate in a two-year cycle. While District will make every effort to provide a two-year cycle of AGEK courses, student enrollment may affect each semester schedule of the academic year.
 - c. The NPC/Apache County Coordinator and/or an Apache County Center Manager will serve on all hiring committees for regular full-time Apache County positions. An exception will be made when hiring full time faculty where content experts are required.
 - d. The Apache County Coordinator in conjunction with the NPC Vice President of Learning and Student Services may cancel classes due to low enrollment
- 2. **Duration.**
 - a. This Agreement is effective July 1, 2024 until June 30, 2025.
 - b. This Agreement may be terminated by either party at the end of any fiscal year by providing written notice of the intent to terminate at least 60 days prior to the end of the then-current fiscal year. Termination shall not relieve either Party from its

obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining credit at the time of termination or notice thereof

- c. The parties acknowledge the applicability provisions of A.R.S. §38-511 which provides for the cancellation of contracts due to conflicts of interests.
- d. This Agreement may be amended only upon execution of written amendment signed by the parties hereto. The Parties agree to negotiate in good faith in the future for the provision of post-secondary education services in Apache County.

3. Manner of Financing.

- a. County agrees to pay District \$700,000.00, in two installments, for each fiscal year in which this Agreement is in place unless otherwise modified by written amendment.
- b. District will invoice County twice per year totaling the annual fiscal amount due. County shall pay the invoice within thirty (30) days of receipt.

4. **Disposition of Property.** Upon expiration of this Agreement, any property purchased with County funds under this Agreement shall be returned to the County. Property purchased with District funds shall remain District property.

5. **Indemnification.** Each party agrees to indemnify and hold the other party harmless for any liability, cost or expense from claims to the extent arising out of the negligence or willful misconduct of the other party or its agents or employees in performing under this Agreement. The District agrees to maintain casualty insurance naming the County as an additional insured, providing for replacement of any property which will become the County's upon termination of this Agreement. The District agrees to maintain liability insurance in the amount of \$1,000,000.00, naming the County as an additional insured, in order to protect the County from any liability arising from the District providing services under this Agreement. Any duty to indemnify under this Agreement shall be limited to such party's maximum insured liability.

6. **Dispute Resolution.** The parties hereto agree that in the event of a conflict or dispute between them regarding the interpretation or implementation of this Agreement, that they will submit the matter to a qualified mediator to be agreed upon by the parties before filing any action in any court of this state or in federal court. The parties shall equally share the cost of the mediator; however, each party shall bear the costs of its presentation before the mediator, including attorney fees if the party desires to be represented by counsel at the mediation.

7. **Notice.** Written notice shall be provided by sending the notice to:

For the County:

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

For the District:

Dr. Michael Solomonson, Interim President
Northland Pioneer College
P.O. Box 610
Holbrook, Arizona 86025

Receipt of any notice shall be the date of delivery, if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or three days from the date of postmark. The Parties agree provide notice of any change to a Party's notification of information.

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

Apache County, Arizona

Navajo County Community College District

By: _____
Name, Chairman
Apache County Board of Supervisors

By: _____
Michael Solomonson, Interim President
Northland Pioneer College

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

By: _____
Attorney for the County

By: _____
Attorney for the District

Date: _____

Date: _____

ATTEST:

By: _____
Clerk, Board of Supervisors

By: _____
District Recording Secretary to

Date: _____

Date: _____

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

This Third Amendment is entered into between Apache County (“County”) and Navajo County Community College District, doing business as Northland Pioneer College (“District”) and amends the Intergovernmental Agreement Northland Pioneer College Programs and Services in Apache County dated February 5, 2019.

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

This agreement shall become effective on July 1, 2023. This agreement shall continue to be binding upon all parties until June 30, 2024 unless terminated as provided in paragraphs XII and XIII. Amendment may be made only upon execution of written amendment signed by the parties hereto. The Parties agree to negotiate in good faith in the future for the provision of post-secondary education services in Apache County. Termination shall not relieve either party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining credit at the time of termination or notice thereof.

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

Apache County

Navajo County Community College District

By: _____

By: _____

Dr. Joe Shirley, Jr.
Chairman of the Board

Dr. Michael Solomonson
Interim President, Northland Pioneer College

Date: _____

Date: _____

ATTEST:

By: _____
Clerk of the Apache County Board

By _____
Recording Secretary to Navajo County
College District Governing Board

Date: _____

Date: _____

INTERGOVERNMENTAL AGREEMENT REGARDING NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY (NALETA)

This Intergovernmental Agreement (“Agreement”) is made pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 among Navajo County Community College District dba Northland Pioneer College, a political subdivision of the State of Arizona (“District”) and the City of Winslow, Arizona, an Arizona municipal corporation.

1. **Purpose.** The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA (“Northeastern Arizona Law Enforcement Training Academy”) that can provide certified AZPOST (Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.
2. **Duties and Responsibilities of District.** District shall operate and administer NALETA. District’s operational and administrative responsibilities shall include, but not be limited to, (a) developing and providing the AZPOST curriculum to be used at NALETA; (b) scheduling courses at the NALETA, registering students at NALETA and administering transcripts for students at NALETA; (c) assisting instructors at NALETA; and (d) obtaining adequate insurance to cover liabilities that might result from damage to persons or property arising out of the operation of NALETA.
3. **Duties and Responsibilities of Cities, Towns, Tribes and Counties.** Law Enforcement agencies participating in NALETA shall provide qualified instructors for all classes given at NALETA. Any compensation to instructors shall be the responsibility of the city, town, tribe or county that employs the instructor, and the other parties to this Agreement shall have no responsibility to provide such compensation. District shall have no responsibility to conduct classes for which the participating cities and towns do not provide qualified instructors with all necessary certification.
4. **Manner of Financing the Agreement.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement. The District shall charge the Student enrolled in the Districts AJS102 “Intensive Police Academy” class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged shall belong to District. Any reimbursement received from AZPOST for the successful completion of NALETA shall belong to the District
5. **Enrollment of Students.** The participating cities, towns, tribes and counties shall be entitled to enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority A.R.S. §§ 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. District shall not be required to accept any employee for enrollment unless the city, town, tribe or county responsible for that employee has conducted a sufficient background check on the employee at its own expense as set forth by AZPOST regulations.
6. **Term and termination.** This Agreement shall become effective upon execution by the participants and shall remain in effect through July 31, 2027. Any party may terminate the Agreement as of the end of any fiscal year by providing at least thirty (30) days’

prior written notice of its intention to do so to the other parties. Such early termination shall be effective only at the end of the fiscal year in which such notice is given. Upon termination of this Agreement, each party shall retain its own property.

7. **Immigration compliance.** As required by A.R.S. § 41-4401, each party certifies that it and all of its subcontractors, if any, are in compliance with federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this Agreement and shall be subject to penalties up to and including termination of this Agreement. Each party shall have the right to inspect the papers of the other party and of any subcontractors to ensure that this warranty is being complied with.

8. **Conflicts of interest.** As required by A.R.S. § 38-511, each party gives notice as follows that it may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

9. **Entire Agreement; Amendments.** This Agreement represents the entire Agreement of the Parties with respect to its subject matter. This Agreement shall not be changed, modified, or rescinded, except through a writing signed by all parties.

10. **Governing Law, Forum.** This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only the courts of Navajo County, State of Arizona, provided that nothing herein shall be deemed a waiver of either explicit nor implicit of the parties' sovereign immunity from suit.

11. **Insurance.** The participants agree to procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Agreement. The insurance requirements contained in this Agreement are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The participants in no way warrant that the minimum limits are sufficient to protect the participants from liabilities that might arise out of this Agreement. The participants are free to purchase additional insurance as they deem necessary. Each participant shall have coverage of no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate and name each participant as an individual insured with the proper endorsements.

12. **Indemnification.** To the extent permitted by law, each party agrees (as indemnitor) to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively ("Claims")) arising out of bodily injury of any person (including death) or property

damage, but only to the extent that such claims are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. The obligations under this Section shall survive termination of this Agreement

13. **No Joint Venture.** This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

14. **Workman's Compensation.** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this specific Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

Entity Name CITY of Winslow

By: Roberta W. Cano

Authorized Signee

Print Name: Roberta W. Cano

Date: 8-13-24

ATTEST: Suzy Metzger
Clerk

Date: 8-13-24

NAVAJO COUNTY
COMMUNITY COLLEGE
DISTRICT

By: _____

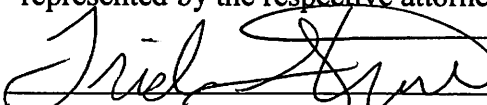
Print Name: _____

ATTEST: _____
Board Clerk

Date: _____

ATTORNEY CERTIFICATION

The undersigned certify that they have reviewed the foregoing Agreement and that said Agreement is in proper form and is within the powers and authority granted to the public body represented by the respective attorneys.


City of Winslow Attorney

Kristin M. Mackin
Attorney for Navajo County Community College District

FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT

by and between

CTED

and

COLLEGE

At

College Location

(Central Programs)

This First Amendment (“Amendment”) to the May 21, 2024 Intergovernmental Agreement (“Agreement”) between Northern Arizona Vocational Institute of Technology (“NAVIT”) and Navajo Community College District dba Northland Pioneer College (“College”) is entered to this ____ day of _____, 2024.

Whereas the Parties entered into the Agreement to provide joint technical education courses courses at College locations;

Whereas NAVIT has approved a new automotive program to be offered by College’s Holbrook location and the Parties desire to amend the IGA to reflect funding for the new automotive program.

NOW THEREFORE, in consideration of the mutual agreements set forth, the Parties agree as follows:

A. Section 4(A) of the Agreement is amended to add a new subsection (4) as follows:

For fiscal year 2025, NAVIT agrees to pay College \$400,000 for College to purchase equipment necessary for the automotive program in Holbrook. College will purchase automotive equipment following College procurement procedure. NPC will invoice NAVIT upon receipt of the equipment, with terms of net 30 days. Notwithstanding Section 3 of the Agreement, the property purchased by College pursuant to this Section shall be property of College and shall be remain property of College when no longer in use or upon termination of the Agreement.

B. Unless modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed an original, on the date set forth by each Party below.

IN WITNESS HEREOF, the Parties sign this Agreement:

FOR NAVIT:

Dated this ____ day of _____, 2024, the NAVIT Governing Board approved this Amendment and authorized its Superintendent to sign below:

By: _____

Matt Weber

Title: Superintendent

FOR COLLEGE:

Dated this ____ day of _____, 2024, College Governing Board approve this Agreement and authorized its Interim President to sign below:

By: _____

Dr. Michael Solomonson

Title: Interim College President

Attorney approval:

This Amendment has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorneys who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the respective governing boards.

By: _____

Legal Counsel for NAVIT

By: _____

Legal Counsel for College

Request to Approve NPC Sparklight Internet Access Update

Recommendation:

Staff recommends approval to update the existing network technology at the WMC campus with updated and higher performance 5G Internet purchased from Sparklight Business for \$139,320.00

Procurement Process and Budget Information:

This is a budgeted expense utilizing Government Procurement Alliance Number 348943 to ensure competitive pricing for the college.

Summary:

Sparklight Business is the preferred provider and standard for data network communications services. This service will provide faster, more reliable Internet Service through Sparklight

The cost breakdown for Sparklight Internet Update is \$139,320.00 for dedicated Internet Access for WMC for three years. No taxes will be charged on DIA circuits through Sparklight.



Northland Pioneer College

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



Business Service Agreement

Date: 8/6/2024 2:43 PM

OFFICE:	PRESCOTT, AZ	ACCOUNT EXECUTIVE:	Jerry Payne
COMPANY NAME:	Cable One, Inc. d/b/a Sparklight ("Sparklight Business")	TELEPHONE:	(928) 227-1750
STREET ADDRESS:	3173 Clearwater Drive Ste A	FAX:	
CITY/STATE/ZIP	Prescott AZ 86305	EMAIL:	jerry.payne@sparklight.biz

CUSTOMER COMPANY NAME	Northland Pioneer College	AUTHORIZED CUSTOMER CONTACT:	Kenneth Coggin
STREET ADDRESS:	1001 W Deuce of Clubs	TELEPHONE:	9285326783
CITY/STATE/ZIP	Show Low, AZ, 85901	EMAIL:	kenneth.coggin@npc.edu

CONTRACT TOTALS

TOTAL MRC	INSTALLATION CHARGES	TOTAL NON-RECURRING CHARGES	BUILD FINANCING	RECURRING (FINANCED)
\$3,870.00	\$0.00	\$0.00	N	

Term Length: 36

LOCATION(S) OF SERVICE AS PART OF THIS AGREEMENT

SITE NAME	ADDRESS	SERVICE MRC
White Mountain Campus	1001 W DEUCE OF CLUBS SHOW LOW, AZ 85901-6211	\$3,870.00

DIA DETAILS

Site Name	Quantity	Product Name	Bandwidth	Price
White Mountain Campus	1	Dedicated Internet Access - Retail	5000	\$3,750.00
White Mountain Campus	1	/27 - 29 IP	5000	\$120.00

BANDWIDTH MONITORING DETAILS

Site Name	Quantity	Product Name	Price
White Mountain Campus	1	Bandwidth Monitoring Above100MB	\$0.00

SPECIAL CONDITIONS

Customer acknowledges that Sparklight Business will incur significant construction costs processing this service order. Customer agrees to reimburse Sparklight Business for all of its construction costs if Customer terminates service before the end of the contract term. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse Sparklight Business for its construction costs, which are estimated at \$0.00, incurred up to the date of cancellation.

AGREEMENT

THE SERVICE CHARGES TOTAL \$3,870.00 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Sparklight Business office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

CUSTOMER SIGNATURE SECTION

CUSTOMER AUTHORIZED SIGNATURE	
PRINTED NAME	
TITLE	
EFFECTIVE DATE	

SPARKLIGHT BUSINESS SIGNATURE SECTION

SPARKLIGHT AUTHORIZED SIGNATURE	
PRINTED NAME	Darla Cigainero
TITLE	Sr Director, Business Services
EFFECTIVE DATE	

SPARKLIGHT BUSINESS FIBER SERVICES AGREEMENT

This Fiber Services Agreement (“Agreement”) is made on 8/6/2024 2:43 PM by and between Cable ONE, Inc. (“Sparklight”) located at 210 East Earll Drive, Phoenix, AZ 85012 and Northland Pioneer College (“Subscriber”), located at 1001 W Deuce of Clubs, Show Low, AZ, 85901.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Sparklight shall provide fiber optic Ethernet Private Line service (“Data Service”) to the locations set forth in the Fiber Services Agreement and fully described therein. In addition to the Data Services, Subscriber may choose to purchase optional Managed Service as further described in Section 2. Subscriber warrants that it has accurately indicated to Sparklight whether the Data Service traffic will be used for more than 10% interstate traffic in which case Federal USF will apply or 10% or less in which case State USF may apply. Subscriber agrees that this service is in addition to any existing services subscribed to by Subscriber. Any existing services will not be disconnected as a result of this Agreement. It is Subscriber’s sole responsibility to disconnect any existing services. Sparklight will continue to bill Subscriber for any existing services until disconnected by Subscriber.

SECTION 2: MANAGED SERVICE

Subscriber may, at its option purchase Sparklight’s Managed Service to run for a term consecutive with Subscriber’s Data Services, including Managed Router Service or Managed Security Service. Managed Router Service provides a router/security appliance installed at the Subscriber’s site delivering common network security functions including firewall, Secure VPN, and SD-WAN. Managed Security Service includes the features of Managed Router Service, plus content filtering and intruder prevention and detection, monitoring external internet threats at designated access points to the Subscriber’s computer network using the firewall appliance placed at Subscriber’s premises, managed by Sparklight. Sparklight will configure each router/security appliance to subscriber’s firewall policy, to operate in accordance with that firewall policy and the manufacturer’s specifications for the particular router/security appliance. SPARKLIGHT will implement changes to Subscriber’s firewall policy within four business hours of receiving Subscriber’s request.

In addition to other limitations of liability included herein, the following limitation of liability applies to the Managed Service product(s) identified in this Section 2:

SPARKLIGHT’S MANAGED SERVICE AND EQUIPMENT PROVIDED THEREWITH DOES NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. SPARKLIGHT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE MANAGED SERVICE OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, SPARKLIGHT DOES NOT UNDERTAKE ANY RISK THAT SUBSCRIBER’S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH SUBSCRIBER, NOT SPARKLIGHT. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY SUBSCRIBER. SPARKLIGHT SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE MANAGED SERVICE IS INTENDED TO DETECT OR AVERT. SUBSCRIBER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO SPARKLIGHT TO PAY SUBSCRIBER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY. SUBSCRIBER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM SPARKLIGHT ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF SUBSCRIBER OR ANOTHER PERSON.

SECTION 3: FEES

In consideration of the equipment and services provided to Subscriber for the Term of the Agreement and as described below, Subscriber shall pay the following fees and charges to Sparklight Business in the manner set forth herein. These fees and charges are subject to additional applicable local, state and federal taxes and service fees as required or authorized by law. Recurring monthly charges shall be payable in advance of each month of service during the term hereof. Monthly charges will commence on the date of circuit hand-off by Sparklight and shall remain in effect until term specified in Section 4: Term. Installation and construction charges are due 20 days after execution of this Agreement. Any payment not made when due will be subject to a late fee. Questions regarding a bill must be provided to Sparklight within 60 days of receipt of the billing statement in question. Failure to notify Sparklight of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before next billing statement is issued to avoid an administrative fee for late payment.

SECTION 4: TERM

This Agreement shall remain in effect for a term of 36 months commencing on the date that Sparklight completes the installation of the Data Service and Managed Service as applicable, and shall be automatically renewed on a month to month basis unless written notice of intent not to renew is provided by either party no later than 30 days prior to the end of the initial 36 month term or any automatic monthly renewal term. For the sake of clarity, this section is only addressing terminations effective at the end of a term. Notice must be given to the other party at the address shown herein (or such other address as is subsequently provided in writing).

SECTION 5: ENGINEERING REVIEW

Activation of Data Service and Managed Service as applicable is subject to Sparklight Business's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Sparklight Business determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Sparklight Business's refund policies.

SECTION 6: INSTALLATION & MAINTENANCE OF SPARKLIGHT EQUIPMENT

Subscriber hereby grants to Sparklight Business (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service and Managed Service as applicable. Subscriber, at no cost to Sparklight Business, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow Sparklight Business to use existing pathways into and in each Building. Sparklight Business-owned equipment provided to Subscriber hereunder shall be maintained by Sparklight Business in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Sparklight Business, in a timely manner, when repair or maintenance is necessary. Except for Sparklight Business's maintenance obligations as set forth herein, Subscriber shall indemnify Sparklight Business and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment.

Subscriber shall provide Sparklight Business with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Sparklight Business shall retain ownership of all equipment provided hereunder, including all data transmission equipment, router/security appliances for Managed Service, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight Business-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Sparklight Business-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Sparklight Business of its move. Sparklight Business will relocate the Sparklight Business-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 5, to other Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Sparklight Business all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Sparklight Business with reasonable access to such Premises for purpose of removing any Sparklight Business-owned equipment. Sparklight Business shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 7: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and Managed Service as applicable and equipment is subject to adherence to Sparklight's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

(a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;

(b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;

- (c) collect a listing or directory of Sparklight Business subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Sparklight Business that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service and Managed Service as applicable, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Sparklight Business's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, advertising, promotional materials or commercial solicitations (i.e., spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host;
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Sparklight Business, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user; or
- (i) resell or share any portion of this Data Service and Managed Service as applicable to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Sparklight Business may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Sparklight Business reserves the right to charge Subscriber for any direct or indirect costs incurred by Sparklight Business or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 8: CONTENT ACCESSED AND PURCHASES MADE THROUGH SPARKLIGHT

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Sparklight Business does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service and Managed Service as applicable at Subscriber's own risk, and Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Sparklight Business shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 9: COPYRIGHT MATERIALS

Subscriber shall hold Sparklight Business harmless for any improper use of copyrighted materials accessed through Sparklight Business's Data Service. Sparklight Business bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission

of the copyright owner. If Sparklight Business receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, Sparklight Business retains the right to take down or disable access to the allegedly infringing material. It is Sparklight Business's policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Sparklight Business also will take such other action as appropriate under the circumstances to preserve our rights.

SECTION 10: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Sparklight Business uses resources that are shared with many other subscribers. Moreover, Sparklight Business provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 11: RIGHT TO MONITOR AND DISCLOSE CONTENT

Sparklight Business has no obligation to monitor content provided through the Data Service and Managed Service as applicable. However, Subscriber agrees that Sparklight Business has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Sparklight Business, (b) protect and defend the rights or property of Sparklight Business, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Sparklight Business's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 12: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Sparklight Business about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 13: SUBSCRIBER PRIVACY

Sparklight Business is committed to protecting the privacy of Subscriber's personal information. Sparklight Business's privacy policy regarding the collection, use and disclosure of personal information is posted on Sparklight Business's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 14: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Sparklight Business, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Sparklight Business's written consent shall be void and shall, at the Sparklight Business's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Sparklight Business all Sparklight Business-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Sparklight Business otherwise agrees in writing. This Agreement shall be fully assignable by Sparklight Business. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 15: TERMINATION BY SPARKLIGHT BUSINESS

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight Business, or if Subscriber becomes insolvent or bankrupt, Sparklight Business, in addition to all other rights it may have under law or this Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Sparklight Business -owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Sparklight Business for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Sparklight Business's exercise of its rights under this Agreement.

Sparklight Business may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight Business is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight Business may terminate this Agreement.

SECTION 16: TERMINATION BY SUBSCRIBER

If Sparklight Business fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Sparklight Business becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or this Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight Business shall remove all Sparklight Business-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Sparklight Business breach, Subscriber will be required to pay an early termination penalty consisting of 100% of the monthly fees for the remaining period of the term. Upon termination request, subscriber recognizes that they are solely responsible for providing correct account information including account numbers, addresses, circuit ID's, as requested on the Disconnect Form. Subscriber acknowledges that failure to provide correct account information could result in continued billings. Sparklight will continue to bill Subscriber for existing services until correct information has been provided.

SECTION 17: DATA SERVICE AND EQUIPMENT

This Section 17 applies only to Direct Internet Access (DIA) or NON-SLA Ethernet Private Line (EPL) Subscribers. Service Level Agreements for Wavelength, EzEthernet, or Fiber EPL are included in a product-specific Exhibit(s) attached to and incorporated into this Agreement.

(a) EXCEPT AS PROVIDED IN SECTION 17(b), SPARKLIGHT BUSINESS'S DATA SERVICE AND EQUIPMENT ARE PROVIDED WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF THE EQUIPMENT, ANY SERVICE, SPARKLIGHT BUSINESS'S NETWORK, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. FOR ADDITIONAL CLARIFICATION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. (b) EXCLUDING EVENTS BEYOND SPARKLIGHT BUSINESS'S CONTROL, SPARKLIGHT BUSINESS REPRESENTS THAT IT WILL MAINTAIN 99.99% SERVICE AVAILABILITY. THE AVAILABILITY OF SERVICE IS MEASURED BY SERVICE DOWNTIME ("SERVICE DOWNTIME" OR "DOWNTIME"). SERVICE DOWNTIME SHALL MEAN TIME WHEN SUBSCRIBER IS NOT ABLE TO TRANSMIT AND RECEIVE DATA THROUGH SUBSCRIBER'S ACTIVE SPARKLIGHT BUSINESS PORT(S). SERVICE DOWNTIME BEGINS WHEN SUBSCRIBER REPORTS THE DOWNTIME TO SPARKLIGHT BUSINESS AND A TROUBLE TICKET IS OPENED. SERVICE DOWNTIME ENDS WHEN SUBSCRIBER'S SERVICE HAS BEEN RESTORED AND THE TROUBLE TICKET HAS BEEN CLOSED BY SPARKLIGHT BUSINESS.

SPARKLIGHT BUSINESS WILL ALLOW A PRO-RATED CREDIT AGAINST FUTURE PAYMENT FOR SERVICE DOWNTIME AS SET FORTH BELOW, EXCEPT AS SPECIFIED IN "EXCEPTIONS TO CREDIT ALLOWANCES."

LENGTH OF SERVICE INTERRUPTION	PERIOD TO BE CREDITED
Less than 00:04:32 hours	NONE
00:04:32 hours up to 06:00:00 hours	3 Days of the Monthly Charges
06:00:01 up to 12:00:00	7 Days of the Monthly Charges
12:00:01 up to 24:00:00	Half of the Monthly Charges
24:00:01 and above	Full Month Charges

THE TOTAL NUMBER OF CREDIT ALLOWANCES PER MONTH SHALL NEVER EXCEED THE MONTHLY CHARGE FOR THE AFFECTED SERVICE. SERVICE DOWNTIME CANNOT BE AGGREGATED FOR THE PURPOSES OF DETERMINING THE CREDIT ALLOWANCE.

EXCEPTIONS TO CREDIT ALLOWANCES

SERVICE DOWNTIME SHALL NOT QUALIFY FOR THE REMEDIES OUTLINED ABOVE IF SUCH DOWNTIME IS A RESULT OF: (1) FORCE MAJEURE EVENTS, (2) ACTS OF GOD, (3) SCHEDULED MAINTENANCE EVENTS, (4) THE ACTIONS OR OMISSIONS OF SUBSCRIBER OR PERSONS ACTING ON BEHALF OF SUBSCRIBER, INCLUDING EMPLOYEES, AGENTS AND CONTRACTORS (5) THE FAILURE OF HARDWARE, EQUIPMENT, CIRCUITS, APPLICATIONS OR SYSTEMS NOT OWNED OR CONTROLLED BY SPARKLIGHT BUSINESS, (6) SPARKLIGHT BUSINESS'S INABILITY TO CONTACT SUBSCRIBER OR SPARKLIGHT BUSINESS'S LACK OF ACCESS TO SUBSCRIBER'S PREMISES AS A RESULT OF SUBSCRIBER'S LIMITED AVAILABILITY, (7) SPARKLIGHT BUSINESS'S TERMINATION OF SERVICE FOR CAUSE INCLUDING MATERIAL BREACH AND SUBSCRIBER'S USE OF SERVICE IN UNLAWFUL MANNER OR IN VIOLATION OF SPARKLIGHT BUSINESS'S ACCEPTABLE USE POLICY.

SECTION 18: LIMITATION OF LIABILITY

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, SPARKLIGHT BUSINESS SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT BUSINESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM:

- (a) THE USE OR THE INABILITY TO USE THE DATA SERVICE AND MANAGED SERVICE AS APLICABLE;
- (b) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA;
- (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR
- (d) ANY OTHER MATTER RELATING TO SPARKLIGHT BUSINESS'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION 19: INDEMNIFICATION

Subscriber shall indemnify, defend, and hold Sparklight Business, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the Sparklight Business Data Service and Managed Service as applicable. Sparklight Business will notify Subscriber within a reasonable period of time about any claim for which Sparklight Business seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to Sparklight Business's interests, as reasonably determined by Sparklight Business. This Section shall survive termination of this Agreement.

SECTION 20: NONDISCLOSURE

- (a)
Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

- (b)
Each party agrees that violation of this section 20 would result in irreparable injury and the injured party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 21: MISCELLANEOUS

(a)

This Agreement is governed by the laws of the State of Arizona. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Maricopa County, AZ in all disputes arising out of or relating to this Agreement and/or use of the Data Service and Managed Service as applicable and/or Sparklight Business-owned equipment.

(b)

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

(c)

The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.

(d)

If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

SECTION 22: ENTERPRISE WIFI

Enterprise Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple Wi-Fi access points and exert substantial control over the Enterprise Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for Fiber customers only, the Enterprise Wi-Fi service enables complete property coverage without an appreciable loss of download speed. A Subscriber to Enterprise Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property which will entail provision of additional nodes (extenders) at additional cost. Sparklight Business will manage the extenders for the Subscriber. Subscriber acknowledges that while Sparklight Business has provided greater cybersecurity through the app for the Enterprise Wi-Fi service, with among other features, built-in malware scanning and blocking, Sparklight Business cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that Sparklight Business will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer.

SECTION 23: ENTERPRISE WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, in general, Subscriber is responsible for using the Wi-Fi service in ways that does not interfere with or diminish the use or enjoyment of the Wi-Fi service by others. Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

SECTION 24: BORDER GATEWAY PROTOCOL (BGP) RESPONSIBILITIES

Sparklight supports BGP-4 routing, available to Customers as an optional service feature. Customers electing to receive BGP service must provide Sparklight with an Autonomous System Number (ASN) assigned to Customer by the American Registry for Internet Numbers (ARIN). Customer must provide the equipment and services necessary to support BGP service, including but not limited to: multihomed internet access, a BGP-4 capable router, enough memory to run BGP-4, and internal technical support capable of maintaining the Service on Customer's equipment. Additional information and requirements for BGP routing will be provided to the Customer upon request.