

# 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 **November 19, 2024 beginning at 10am**. 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 NOV24DGB.

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 18<sup>th</sup> day of November, 2024, at 10:00am.

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 NOV24DGB).**

**Date:** November 19, 2024

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

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	<b>Call to Order and Pledge of Allegiance</b> .....	Chair Robinson
2.	<b>Adoption of the Agenda</b> ..... <b>(Action)</b>	Chair Robinson
3.	<b>Call for Public Comment</b> .....	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.	<b>Discussion Items:</b>	
	<b>A. Standing Presentations:</b>	
1.	<b><a href="#">Financial Position</a></b> ..... VPAS Maderia Ellison will provide a report on the financial position of the college for period July 1, 2024 to September 30, 2024.	VPAS Ellison
2.	<b><a href="#">NPC Student Government Association (SGA)</a></b> ..... A written report is provided in the packet. Vicki Bessinger will give a presentation.	Vicki Bessinger
3.	<b>NPC Faculty Association</b> ..... No report.	No report
4.	<b><a href="#">Classified &amp; Administrative Staff Organization (CASO)</a></b> ..... CASO Vice President Cynthia Blevins will provide the Board with an update.	Cynthia Blevins
5.	<b>Northland Pioneer College (NPC) Friends and Family</b> ..... Friends & Family Director, Betsy Wilson, will provide the Board with an update.	Director Wilson
6.	<b>Strategic Planning</b> ..... Director Wilson will provide an update on the progress made to the 2025 – 2030 strategic plan.	Director Wilson
7.	<b><a href="#">Human Resources</a></b> ..... AVPHR Christine Schaefer will elaborate on the report provided in the packet.	AVPHR Schaefer
8.	<b>Construction Report</b> ..... Director of Facilities and Transportation, Justin White, will provide the Board with an update.	Director White
9.	<b><a href="#">Enterprise Resource Planning (ERP) Implementation Update</a></b> ..... Project Manager, Colleen Marsh, will elaborate on a report provided in the packet.	Colleen Marsh
10.	<b>Arizona Association of Community College Trustees (AACCT) And update to the Presidential Search</b> ..... Report if available followed by an update on the Presidential search process by Chair Robinson.	Chair Robinson
5.	<b><a href="#">Fall 2024 FTSE Report</a></b> ..... Registrar Paul Hempsey will give an update to the fall 2024 FTSE report.	Registrar Hempsey
6.	<b>President’s Summary of Current Events</b> ..... Interim President Solomonson will provide a report on activities from the college since the October 2024 meeting.	Interim Solomonson
7.	<b>Consent Agenda for Action</b> .....	Chair Robinson
	A. <b><a href="#">October 15, 2024 Board Meeting Minutes</a></b> (Farah Bughio)	

- B. [November 7, 2024 Special Meeting Minutes](#) (Farah Bughio)
- C. [Intergovernmental Agreement](#) between Navajo County Community College District and Northeastern Arizona Law Enforcement Training Academy for the Town of Pinetop - Lakeside.
- D. [Intergovernmental Agreement](#) between Navajo County Community College District and Arizona Agribusiness and Equine Center.
- E. [Intergovernmental Agreement](#) between Navajo County Community College District and Northeastern Arizona Law Enforcement Training Academy for Navajo County.

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

- A. **Old Business**
- B. **New Business:**

- 1. [Request to Accept Office of Economic Opportunity Grant Funds](#) ..... Co-VPLSS Raisor  
Co-VPLSS Jeremy Raisor will request that the Board accept funds from an OEO grant.
- 2. **Request to Cancel the December 17 DGB Meeting** ..... Chair Robinson  
Chair Robinson will ask the Board to cancel the December DGB meeting.
- 3. **Executive Session 1** ..... Chair Robinson  
Pursuant to A.R.S. § 38-431.03(A)(1), the Board may vote to enter Executive Session for discussion or consideration of employment for the position of President.
- 4. **Action from Executive Session 1** ..... Chair Robinson  
The Board may take action related to the search for a President.
- 5. **Executive Session 2** ..... Chair Robinson  
Pursuant to A.R.S. § 38-431.03(A)(3) & (4), the Board may vote to enter Executive Session for consultation with and provide direction to the attorney regarding a possible contract with the presidential candidate.
- 6. **Action from Executive Session 2** ..... Chair Robinson  
The Board may take action related to a possible contract with the presidential candidate.
- 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**.....**December 17, 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 7 & 8. 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 September 30, 2024

Budget Period Expired

25%

**Tax Supported Funds**

	<b>Current General Fund</b>			
	<b>Revised Budget</b>	<b>Current Month Actual</b>	<b>Y-T-D Actual</b>	<b>%</b>
<b>REVENUES</b>				
Primary Tax Levy	18,340,750	974,658	1,130,048	6%
State Aid:				
Maintenance and Operations	1,375,600	-	343,900	25%
Equalization	12,016,200	-	3,004,050	25%
Rural Aid	815,000	-	203,750	25%
Tuition and Fees	3,800,000	257,316	1,166,463	31%
Investment earnings	2,000,000	356,196	1,123,084	56%
Grants and Contracts	2,730,000	11,802	680,706	25%
Other Miscellaneous	350,000	18,316	44,268	13%
Fund Balance	15,626,726	-	-	0%
Transfers	(18,226,726)	(236,334)	(236,975)	1%
<b>TOTAL REVENUES</b>	<b>\$ 38,827,550</b>	<b>\$ 1,381,954</b>	<b>\$ 7,459,294</b>	<b>19%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	26,487,637	2,237,123	6,308,920	24%
Operating Expenditures	12,339,913	702,630	2,653,313	22%
<b>TOTAL EXPENDITURES</b>	<b>\$ 38,827,550</b>	<b>\$ 2,939,753</b>	<b>\$ 8,962,233</b>	<b>23%</b>

	<b>Unrestricted Plant</b>			
	<b>Revised Budget</b>	<b>Current Month Actual</b>	<b>Y-T-D Actual</b>	<b>%</b>
<b>REVENUES</b>				
State Aid:				
Capital/STEM	273,600	-	68,400	25%
Fund Balance	13,626,729	217,422	231,046	2%
Transfers In	4,000,000	90,594	1,092,046	2%
<b>TOTAL REVENUES</b>	<b>\$ 17,900,329</b>	<b>\$ 308,016</b>	<b>\$ 1,391,492</b>	<b>8%</b>
<b>EXPENDITURES</b>				
Capital Expenditures - Construction and ERP	10,000,000	217,422	231,046	2%
Capital Expenditures - Other	7,900,329	90,594	1,160,446	15%
<b>TOTAL EXPENDITURES</b>	<b>\$ 17,900,329</b>	<b>\$ 308,016</b>	<b>\$ 1,391,492</b>	<b>8%</b>

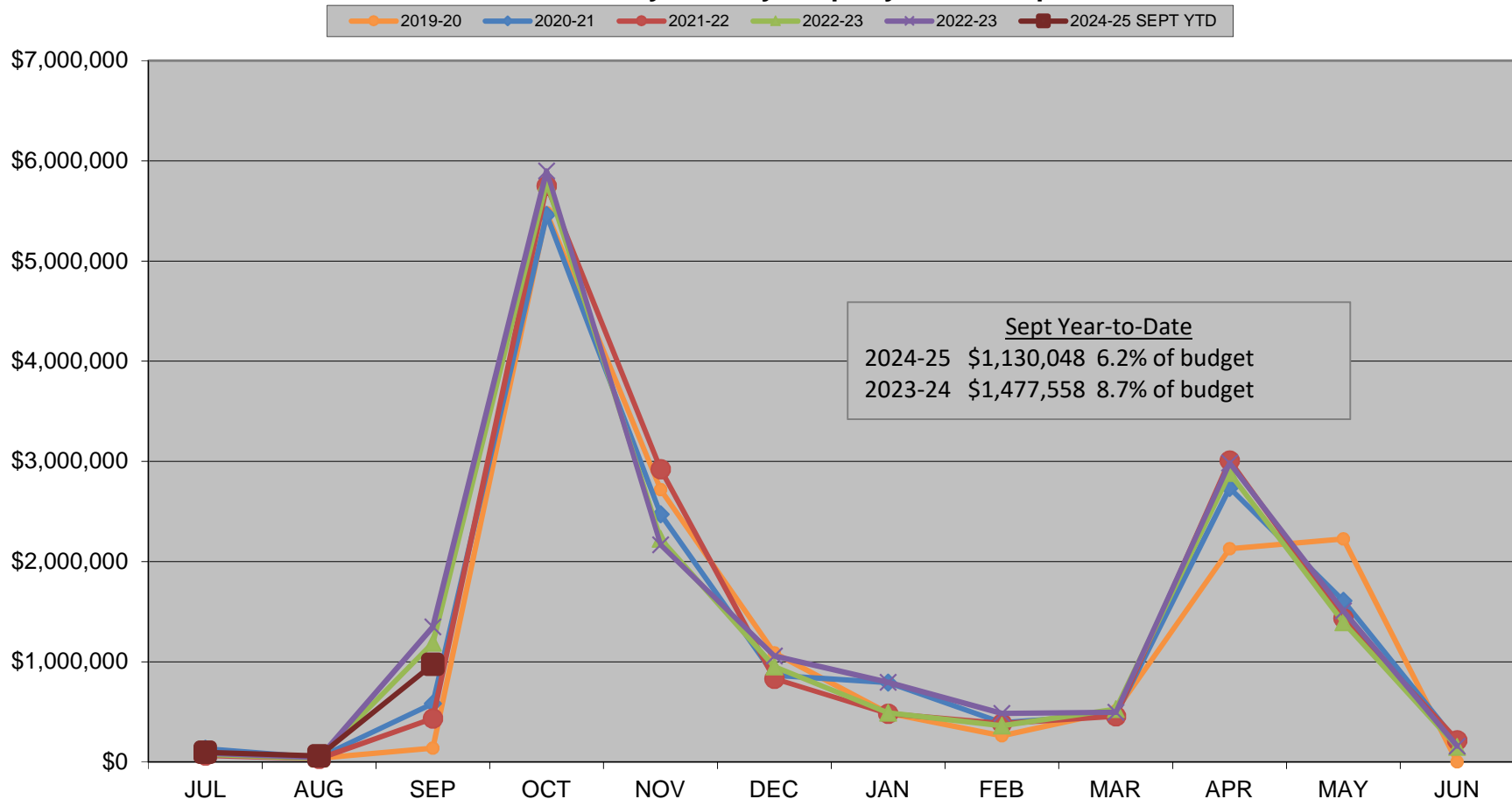
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
Statement of Financial Position  
July 1, 2024 to September 30, 2024

Budget Period Expired 25%

Restricted and Auxiliary Funds				
	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Kayenta Grant	-	-	8,895,684	
Grants and Contracts	8,800,000	72,890	460,819	5%
Fund Balance	-			
Transfers In	400,000	-	-	0%
<b>TOTAL REVENUES</b>	<b>\$ 9,200,000</b>	<b>\$ 72,890</b>	<b>\$ 9,356,503</b>	<b>102%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	3,250,000	195,429	533,541	16%
Operating Expenditures	5,950,000	360,655	1,202,166	20%
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,200,000</b>	<b>\$ 556,084</b>	<b>\$ 1,735,707</b>	<b>19%</b>
	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Sales and Services	240,000	5,744	61,281	26%
Fund Balance				
Transfers	200,000	18,912	5,929	3%
<b>TOTAL REVENUES</b>	<b>\$ 440,000</b>	<b>\$ 24,656</b>	<b>\$ 67,210</b>	<b>15%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	349,654	14,022	39,774	11%
Operating Expenditures	90,346	10,634	27,433	30%
<b>TOTAL EXPENDITURES</b>	<b>\$ 440,000</b>	<b>\$ 24,656</b>	<b>\$ 67,210</b>	<b>15%</b>

Cash Flows	
Cash flows from all activities (YTD)	\$ 18,274,499
Cash used for all activities (YTD)	\$ 12,156,642
Net Cash for all activities (YTD)	\$6,117,857

### Monthly Primary Property Tax Receipts



## **Governing Board Report, November 2024**

SGA Activity information for October 2024

In early October, the SGA was approached by the Art Club with a request to significantly help fund a field trip to Cochise College for a pit firing event. This is an extremely unique event, and without funding from the SGA, the students from the Art Club would be unable to attend. The SGA voted and approved the request to assist with funding, paying for lodging and meals. The Art Club will attend this event on Nov. 15-16.

In coordination with Rickey Jackson, the SGA agreed to help increase awareness of the upcoming RISC Survey in November with links in the Student Voice newsletter. They are happy to help market and facilitate this survey in any way they are able.

The Student-Alumni Association initiative as suggested by the SGA, is moving forward with enormous support. On Nov. 7, the SGA is facilitating a meeting for all interested parties to discuss the best way to move forward and assist student and alumni networking.

The SGA is also partnering with Andi DeBellis of Instructional design and current FASO president, to spearhead learning more about needs for student spaces, both physical and virtual. They will conduct the very first online student focus group for student spaces, Nov. 12-15. SGA members volunteered to host the sessions at various times, so that students of all schedules can participate.

Participating in Winslow's very first Eagle Fest on Oct. 25, 2024, was a great opportunity for the SGA to increase awareness of who they are and what they do. Ina Sommers and Dawayne Bahe did an incredible job organizing the event- and they even managed to get perfect weather! Attendance was excellent and the children from the community really enjoyed the trick or treating and other activities. The SGA decided to have a bean bag toss game and a cotton candy machine in addition to SGA and club information and swag. Both the game and the cotton candy received a lot of positive attention. Two members of SGA assisted with the booth and two other members were assisting in other booths.





# Northland Pioneer College

*Classified Administrative Staff Organization*

Melissa Willis  
Community & Corporate Learning Specialist - South, CASO President  
1611 S. Main  
Snowflake, AZ 85937  
(928) 536-6244  
melissa.willis@npc.edu

November 7, 2025

Everett Robinson, NPC DGB Chair  
c/o Farah Bughio  
Recording Secretary to DGB  
P.O. Box 610  
Holbrook, AZ 86025

Chair Robinson and fellow NPC District Governing Board Members:

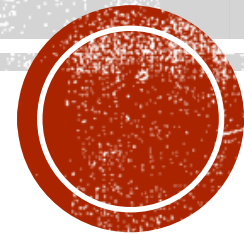
The Classified Administrative Staff Organization (CASO) would like to express deep satisfaction with the way in which we were included during the Presidential Candidate visits. We are grateful for the partnerships at this college and the strength we all add to the culture here. The recognition of CASO's value, which was reflected in the quality of our involvement in the Presidential Search through forums and committee representation, can be considered a great source of pride for NPC as a whole. Our College family gains strength from our healthy connections within and it is a privilege to observe this collaborative process at work. Thank you for your sincere desire to garner input and knowledge from the Staff as we all work together to build the organization which our communities need and deserve.

Sincerely,

Melissa Willis  
CASO President

# CAMPUS & CENTER MANAGERS & STAFF

We are here to help!



# CAMPUS & CENTER MANAGERS

## Campus Managers

- Little Colorado Campus LCC – Winslow
  - Ina Sommers, 928-289-6511
- Painted Desert Campus PDC – Holbrook
  - Jill Sartain, 928-524-7311
- Silver Creek Campus SCC – Snowflake/Taylor
  - Jared Jake, 928-536-6206
- White Mountain Campus WMC – Show Low
  - Jessica Kitchens, 928-532-6106
    - Lead Campus Manager

## Center Managers

- Hopi Center HOPI – Keams Canyon
  - Janalda Nash, 928-524-7604
- Kayenta Center KAY – Kayenta
  - Diane Joe, 928-524-7648
- Whiteriver Center WRV – Whiteriver
  - Ricardo Aguilar, 928-524-7661
- St. Johns Center STJ – St. Johns
  - Cynthia Blevins, 928-524-7622
- Springerville/Eager SPE – Springerville
  - Tamara Osborne, 928-524-7639



how can  
we help?

Keys

Office Supplies

Interoffice Mail

Registration

ID Badges

Fleet Vehicles

Repairs

Forms

Questions





**Northland Pioneer College**  
EXPANDING MINDS • TRANSFORMING LIVES™

## KEY REQUEST FORM

Key Requestor \_\_\_\_\_ Key Holder \_\_\_\_\_

Position/Vendor Name \_\_\_\_\_ Department \_\_\_\_\_

Campus/Center: \_\_\_\_\_

Key Holder

Building(s)/Room(s)	Key number	Date Out	Date In

I, the undersigned, do agree the key(s) issued to me is/are the property of Northland Pioneer College. I agree to the following: 1) Key is not to be copied. 2) Key is not to be loaned to anyone. 3) Key is to be returned at the end of my employment or activity for which key was issued.

KEYS RECEIVED		KEYS RETURNED	
Signature of Key Holder	Date	Signature of Key Holder	Date
Signature of Key Holder's Supervisor/President's Staff	Date	Signature of Campus/Center Manager	Date
Signature of Campus/Center Manager	Date	Signature of Director of Facilities	Date
Signature of Director of Facilities	Date		

Distribution: Original – Campus/Center Manager, Copy – Requestor

# KEY REQUEST FORM

**NPC Procedure 2520**

**Keys requested by Supervisor & sent to the appropriate Campus/Center Manager**

**Lost or Stolen Keys must be reported immediately**

**Each Campus/Center will complete an annually Key Audit**





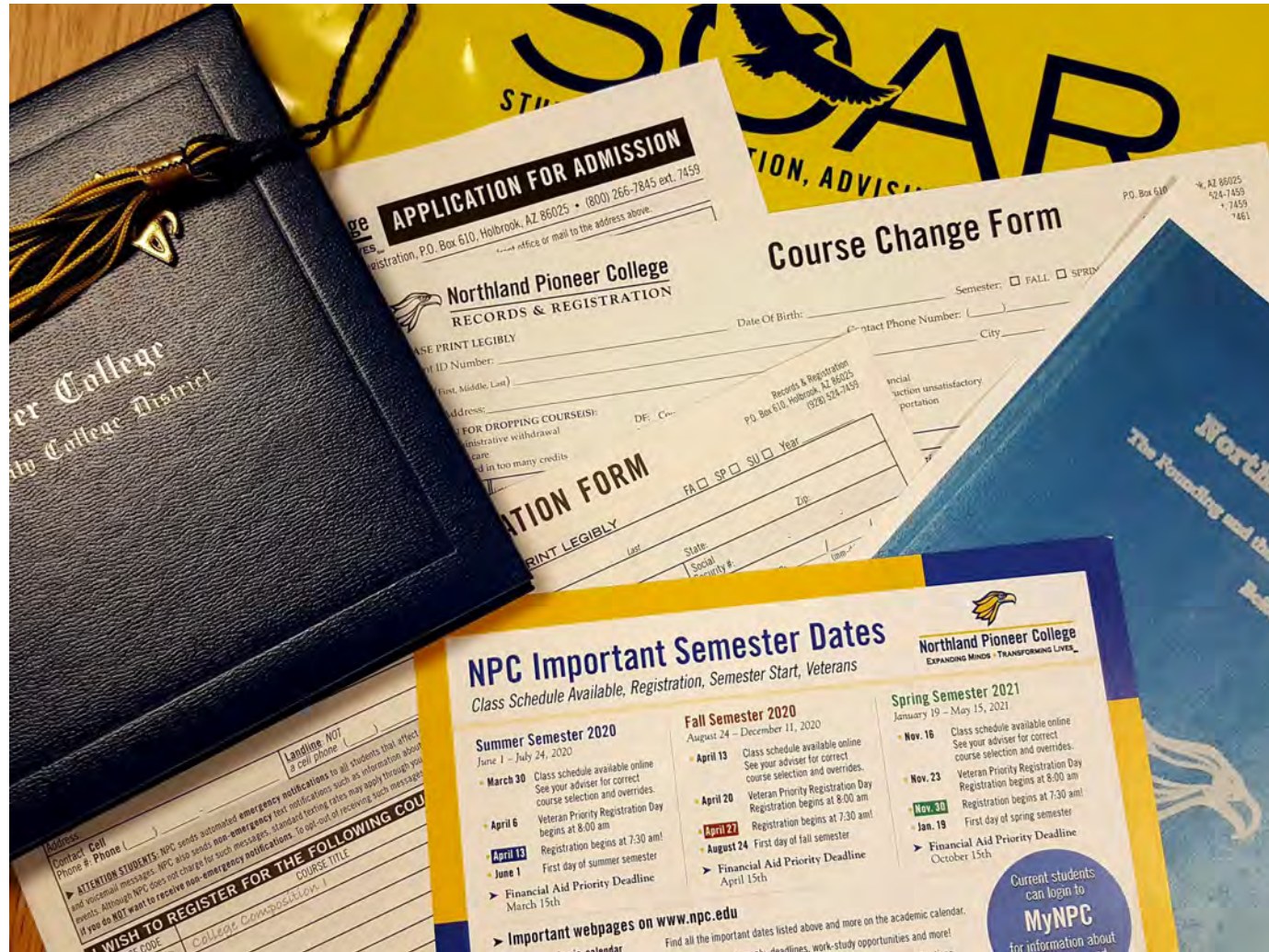
# SUPPLIES





# INTEROFFICE & EXTERNAL MAIL





# REGISTRATION

## Campuses:

Monday-Thursday 7:30 a.m. – 7:30 p.m.

Friday 7:30 – 4:00 p.m.

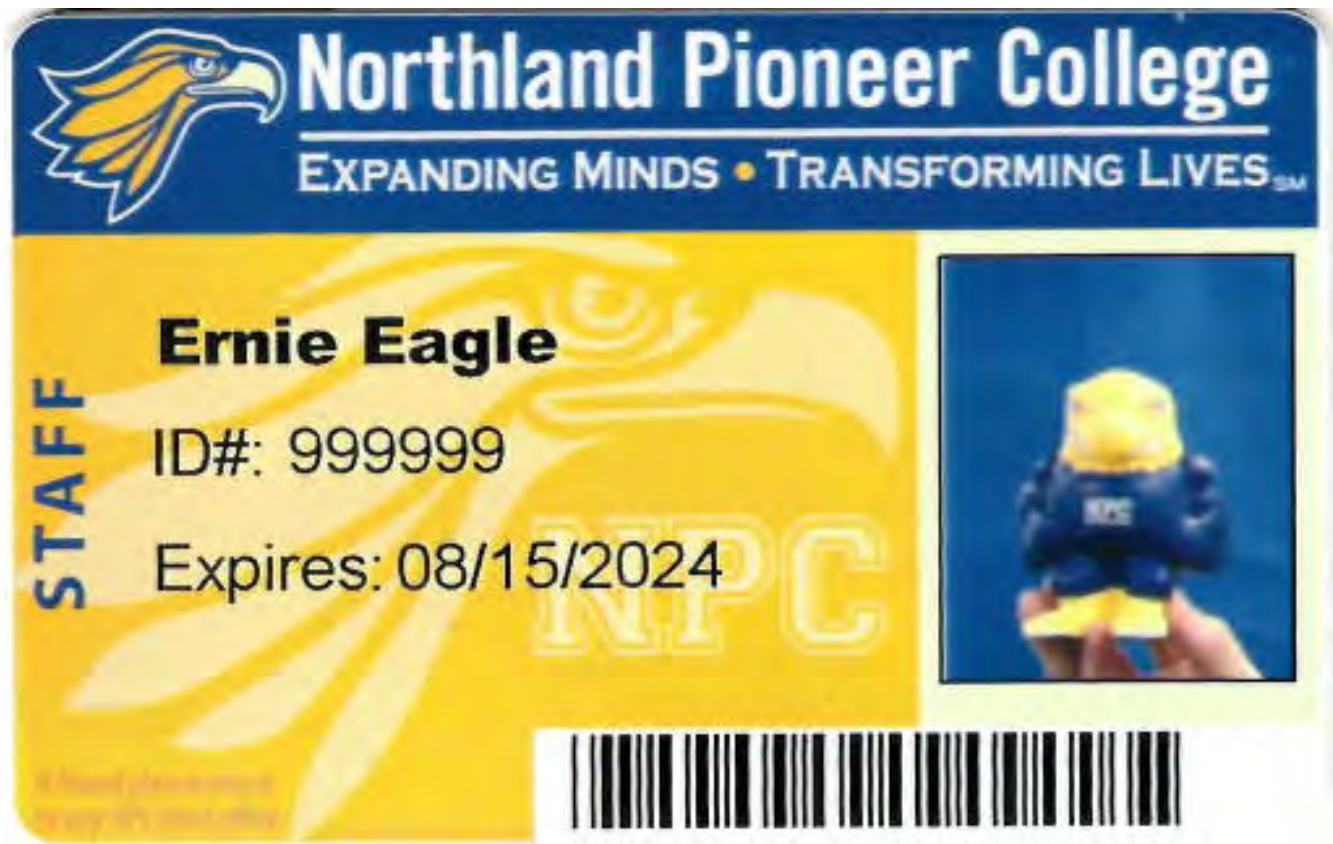
## Centers:

Monday-Thursday 7:30 a.m. – 7:30 p.m.

Friday 7:30 a.m. – 1:00 p.m.







## **ID BADGES**

All Campus & Center Front Offices have capability to create ID Badges for students & employees.





# COLLEGE FLEET



Campus or Center:  Department:

I, , agree to abide by College policies and procedures for college vehicle use, including, but not limited to the following:

- You must be at least 18 years of age with a valid (Class D) driver's license. You may be required to pass the insurance company screening before being issued keys.
- Student drivers may have to satisfy additional requirements established by the College before being issued keys.
- You must provide a copy of your approved Travel Authorization Form for out-of-district travel.
- You may not use fleet vehicles for personal travel.
- You should request a vehicle from your home base as possible. You must submit a Vehicle Request/Use Summary form to schedule multiple use or full semester use. You may request a vehicle from an alternate site, if necessary.
- You must cancel your request at the earliest possible time if you do not need a previously scheduled vehicle.
- You must contact the site at the earliest possible opportunity if you cannot return by the scheduled time.
- Student drivers and passengers are required to follow policies listed in the College Student Conduct Code.
- Drivers and passengers are required to act in accordance with Procedure 2370 Travel (In-State, Out of District, Out of State).
- You must be prompt in driving to and from your intended destination. You may not detour from your intended destination.
- You, and any occupants, must properly use safety belts any time that the vehicle is in motion.
- You are prohibited from using a cellular telephone for any purpose while driving.
- You, and any occupants, are not permitted to smoke, use smokeless tobacco, or use electronic cigarettes while in the vehicle.
- At the time of your return, you must remove all garbage, litter and personal belongings accumulated during the trip.
- You must return the vehicle with at least half of tank, or more, of gasoline to the designated parking area.
- You must place keys, credit cards, credit card receipts and completed Vehicle Request/Use Summary forms in designated drop box if the site is closed when you return.
- You may not transport infants, children, unauthorized adults or animals without prior approval from the Vice President for Administrative Services.
- You may not reproduce vehicle keys.
- You must sign clearly (print if necessary) for all credit card purchases. Indicate the vehicle number on the credit card receipts. Credit cards are issued for fuel purchases only.
- You must notify the vehicle maintenance department at 928-532-7692 (after hours at 928-205-5207) immediately in the event of an accident or breakdown. Follow the accident report instructions located in the vehicle glove compartment. This information is also printed on the back of the Vehicle Request/Use Summary form. If the mechanic is unavailable, contact the Director of Facilities and Transportation at 928-524-7699 (after hours at 928-205-1165).
- You are required to obtain authorization from the Director of Facilities and Transportation at 928-524-7699 (after hours at 928-205-1165) for service, repairs, or parts exceeding \$500.00.
- You will be required to maintain driving standards in strict conformance to the law. Violation of the traffic safety code may result in termination of driving privileges. You will be responsible for all citations unless the citation resulted from a vehicle defect.
- You **must** drive the vehicle on paved roads.
- You must immediately notify the Office of the Vice President for Administrative Services at 800-266-7845, ext. 6129 of any changes in the status of your driver's license.

Driver's License Number:  Expiration Date:  Class:

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Campus Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

# VEHICLE USE AGREEMENT





**Northland Pioneer College**

## Vehicle Request/Use Summary

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

Campus/Center: \_\_\_\_\_ NPC Ext. #: \_\_\_\_\_ Dept: \_\_\_\_\_

Date(s) Needed: \_\_\_\_\_ Vehicle #: \_\_\_\_\_

Departure Time: \_\_\_\_\_ Estimated Return Time: \_\_\_\_\_ Gas Card Issued: \_\_\_\_\_

Destination: \_\_\_\_\_

Purpose of Travel: \_\_\_\_\_

Mileage IN: \_\_\_\_\_

Mileage OUT: \_\_\_\_\_

TOTAL MILEAGE: \_\_\_\_\_

Driver: \_\_\_\_\_

Passenger(s): \_\_\_\_\_

(List additional passengers on back of form)

<b>◆ OFFICE USE ONLY ◆</b>
Vehicle Assigned: _____
Gas Card Issued: _____
No Vehicle Available: _____

**PLEASE REFILL GAS TANK IF 1/2 FULL OR LESS & LOCK THE DOORS**

MPR-JABS • 7/12 • MktForms/Automotive/VehReq-UseSum

# VEHICLE SUMMARY

Located in each fleet vehicle and also on SharePoint to submit electronically

Used to track mileage and services for each office.



# WAIVER FORM

## (Informed Consent, Assumption of Risk, Liability Release and Indemnity Agreement)

- Field Trip/Excursion  Class  Nursing Clinical  Science Lab  SGA Activity  Other
- Disability Accommodations Needed: \_\_\_\_\_

- Name of Activity: \_\_\_\_\_
- Date(s) of Activity: \_\_\_\_\_
- Departure Location: \_\_\_\_\_
- Destination (closest point) City/Town/State: \_\_\_\_\_
- Estimated Miles from departure point to destination: \_\_\_\_\_
- Instructor/Activity Coordinator: \_\_\_\_\_

I, \_\_\_\_\_, (hereforth referred to as the Activity/Class/Program) (hereforth referred to as this Activity), I agree as follows:

I acknowledge that my participation in the Activity is compulsory and that the Activity carries inherent risks that I understand. These risks include property damage, and bodily injury to myself or others, any possible source of danger on or near the Activity, being struck, any possible source of danger to or from the Activity, the use or misuse of any equipment, and hypothermia. These risks may result from the negligence of myself or others, or from the unavailability of medical services and agents, or from the unavailability of medical services and agents, or from the unavailability of medical services and agents.

Because of the inherent risks, I am obligated to comply with the rules, regulations, and policies of the Activity. I agree that Northland Pioneer College is not liable for any injury or illness, death, or other loss arising from my participation in the Activity.

I hereby release, waive, discharge, and hold harmless Northland Pioneer College, its employees, agents, and representatives from any claims, suits, liabilities, judgments, or damages caused by me negligently, willfully, or otherwise arising from or related to my acts or omissions while participating in the Activity.

I am aware that NPC will not provide accident or liability insurance for my participation in the Activity.

In the event of an emergency, I authorize NPC or its employees, agents, and representatives to take any action that I might take in the event of an emergency. I authorize NPC or its employees, agents, and representatives to take any action that I might take in the event of an emergency.

## FIELD TRIPS & SPECIAL ACTIVITIES FORM

- Field Trip/Excursion  Nursing Clinical  Science Lab  SGA Activity  Other
- In-District  Out-of-District
- NPC Vehicle  Private Vehicle (students only)

- Instructors/Sponsors/Chaperons (attach additional page if needed)
    - Name: \_\_\_\_\_
    - Position: \_\_\_\_\_
  - Name & Details of Activity: \_\_\_\_\_
    - Number of Students: \_\_\_\_\_
    - Dates of Activity: \_\_\_\_\_
    - Student Participation (Observation vs. Active Participation): \_\_\_\_\_
    - Equipment (include inventory list of institutional-owned equipment): \_\_\_\_\_
    - Prerequisites (physicals, experience, etc.): \_\_\_\_\_
    - Disability Accommodations?  Yes  No If Yes, what? \_\_\_\_\_
  - Destination (closest point) City/Town: \_\_\_\_\_ State: \_\_\_\_\_
 

Estimated Miles from Departure Point to Destination: \_\_\_\_\_

    - Do students remain overnight?  Yes  No
    - Accommodations: Name of Motel/Hotel: \_\_\_\_\_ Phone #: \_\_\_\_\_
  - Identify college vehicle drivers (I agree to provide a list of passengers in the NPC vehicle to the campus/cantor office prior to departure.)
    - Name of Driver: \_\_\_\_\_ License #: \_\_\_\_\_ Expires: \_\_\_\_\_
    - Name of Driver: \_\_\_\_\_ License #: \_\_\_\_\_ Expires: \_\_\_\_\_
    - Name of Driver: \_\_\_\_\_ License #: \_\_\_\_\_ Expires: \_\_\_\_\_
  - Identify students driving private vehicle (attach additional page if needed)
    - Name of Student: \_\_\_\_\_
    - Name of Student: \_\_\_\_\_
    - Name of Student: \_\_\_\_\_
    - Name of Student: \_\_\_\_\_
    - Name of Student: \_\_\_\_\_
    - Name of Student: \_\_\_\_\_
  - I acknowledge that I have attached the following required items:
 

Itinerary;

List of Participants; and

Waiver Agreements.
- I acknowledge that I explained the waiver agreement to all listed participants on or before \_\_\_\_\_ Initial \_\_\_\_\_  
(Date must be no later than seven (7) working days prior to the scheduled departure date.)

Instructor/Sponsor Signature \_\_\_\_\_ Date \_\_\_\_\_ Dean/Director Approval \_\_\_\_\_ Date \_\_\_\_\_  
ALL INFORMATION IS DUE TO DEAN/DIRECTOR NO LATER THAN ONE WEEK PRIOR TO SCHEDULED DEPARTURE DATE.  
Submit this form to Dean/Director for distribution.

## Northland Pioneer College BUSINESS OFFICE TRAVEL REQUEST AUTHORIZATION FORM

Name of Traveler: \_\_\_\_\_ Department: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Purpose of Travel: \_\_\_\_\_  
Destination City: \_\_\_\_\_ State: \_\_\_\_\_  
Departure Date: \_\_\_\_\_ Time: \_\_\_\_\_ A.M. / P.M.  
Return Date: \_\_\_\_\_ Time: \_\_\_\_\_ A.M. / P.M.  
Vehicle To Be Used By Traveler:  None  College Car  Personal Car, license number: \_\_\_\_\_  
Passengers if \_\_\_\_\_ Names: \_\_\_\_\_

ARE YOU REQUESTING AN ADVANCE ON THIS TRIP?  No  Yes - Forward this form to Business Office after obtaining approval signatures.  
In case of a canceled trip, travelers must return travel advances to the Business Office in five (5) business days. Failure to submit payment may result in automatic payroll deduction. The Business Office may collect travel advances that are unreturned after ten (10) working days from the final day in travel status through automatic payroll deduction.

ESTIMATE: \_\_\_\_\_

### APPROVAL / AUTHORIZATION

Signatures must be obtained BEFORE all travel.

Employer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
District Head/Supervisor Approval (for District Travel): \_\_\_\_\_ Date: \_\_\_\_\_  
Exec Team Member Approval (for Out of District Travel): \_\_\_\_\_ Date: \_\_\_\_\_  
President's Approval (Out of State Travel): \_\_\_\_\_ Date: \_\_\_\_\_

Non-exempt Employees MUST provide an estimate of the total number of hours you will be traveling, and/or at a conference. The total number of hours to be compensated while in travel status is: \_\_\_\_\_ Attach supervisor on approved travel and/or conference agenda to this sheet. Traveler's signature on this form is an acknowledgment of the authorized LIMIT of compensation time allocated to this travel request.

\$ \_\_\_\_\_ (10% of total estimated travel expense)

See form: www.TravelReimbursement.Claim form and any receipts into District Office.

# TRAVEL PAPERWORK

## Procedure 2370

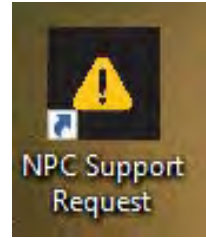
Out-of-district and in-state travel requires approval of the appropriate Executive Team Member.

Out-of-state travel requires the Presidents approval



- **Computer Issues**

- Ext. 7447 or 928-524-7447



- **Maintenance Issues**

- **Contact the Campus/Center Office for assistance. We will submit a work order to Maintenance on your behalf.**
  - LCC – Ext. 6511 [llcfrontofficestaff@npc.edu](mailto:llcfrontofficestaff@npc.edu)
  - PDC – Ext. 7311 [pdcfrontofficestaff@npc.edu](mailto:pdcfrontofficestaff@npc.edu)
  - SCC – Ext. 6211 [sccfrontofficestaff@npc.edu](mailto:sccfrontofficestaff@npc.edu)
  - WMC – Ext. 6111 [wmcfrontoffice@npc.edu](mailto:wmcfrontoffice@npc.edu)
  - HOPI – Ext. 7605 [hopicenterfrontoffice@npc.edu](mailto:hopicenterfrontoffice@npc.edu)
  - KAY – Ext. 7648 [kayentafrontofficestaff@npc.edu](mailto:kayentafrontofficestaff@npc.edu)
  - SPE – Ext. 7639 [spefrontofficestaff@npc.edu](mailto:spefrontofficestaff@npc.edu)
  - STJ – Ext. 7616 [stjfrontofficestaff@npc.edu](mailto:stjfrontofficestaff@npc.edu)
  - WRV – Ext. 7662 [whiteriverfrontoffice@npc.edu](mailto:whiteriverfrontoffice@npc.edu)

# REPAIRS



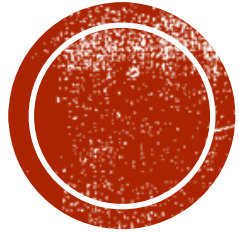


## **SAFETY CONCERNS**

Each location has a Safety Committee and regular scheduled meetings.

Robert Railey – Manager Emergency Services & Public Safety





# QUESTIONS?

Thank you!





# Northland Pioneer College

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

## HUMAN RESOURCES

### MONTHLY REPORT

November 2024

# EMPLOYEE RELATIONS AND STAFFING

On November 14<sup>th</sup> 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

- ❖ Jonelle Sinclair                      Administrative Assistant for Health & Public Safety
- ❖ Brian Jager                              Faculty & Chair in Commercial Driver’s License (CDL) Training 12 Month
- ❖ Bethany Shuler                         Learning Assistant

Congratulations to the below employees as they transition to new positions

- ❖ Marletha Baloo                         Manager of Financial Aid Operations
- ❖ Gabriella Bell                            Therapeutic Massage Faculty

The following employees have left the institution since the last report

- ❖ Lindsey Cummins                      Faculty in Cosmetology
- ❖ Karli Morgan                             Behavioral Health Success Coach

## RECRUITMENT

	Location	# Qualified Applicants	Date Opened	Closing Date	Status
Director of Total Rewards	Painted Desert Campus		4/12/24	Open Until Filled	Out Sourced
Maintenance I	Painted Desert Campus	74	6/5/24	Open Until Filled	In Review
Desktop Support Engineer	White Mountain Campus	26	7/29/24	Open Until Filled	In Review
Faculty in Educator Preparation Programs	Painted Desert Campus	13	8/7/24	Open Until Filled	In Review
Center Advisor/Library Technician	Hopi Center	6	8/15/24	Open Until Filled	In Review

Associate Librarian	White Mountain Campus	9	8/21/24	Open Until Filled	In Review
Assistant to the Campus Manager (PT)	White Mountain Campus	52	9/3/24	Open Until Filled	In Review
Director of Technical Services	Painted Desert Campus	13	9/9/24	Open Until Filled	In Review
Inventory Clerk	Painted Desert Campus	40	9/9/24	10/28/24	In Review
Assistant to the Center Manager	Whiteriver Center	17	9/27/24	Open Until Filled	In Review
Faculty in Psychology	Silver Creek Campus	6	10/7/24	1/31/25	In Review
Faculty in History	Little Colorado Campus	13	10/7/24	1/31/25	In Review
Project Coordinator	REMOTE	28	10/9/24	10/27/24	In Review
Administrative Assistant to the Director of Facilities and Transportation	White Mountain Campus	1	10/9/24	Open Until Filled	In Review
Facilities Supervisor	White Mountain Campus	3	10/10/24	Open Until Filled	In Review
Systems Analyst 1	REMOTE	27	10/15/24	10/29/24	In Review

# EMPLOYEE CENSUS DATA

Turnover Rate for FY24/25	Employee Count	Separated	Turnover Rate
Total Employees as of 7/1/2024	373	9	2.41%
Total New Hires from 07/01/2024 to 11/01/2024	4		1.07%
Total Faculty Turnover FY24/25 to date		6	0.5%
Total Staff Turnover FY24/25 to date		3	1.87%

Turnover Rate for the Last 12 Months	Employee Count	Separated	Turnover Rate
Totals for November 2023 – November 2024	352	31	8.80%
Total Faculty Turnover November 2023 – November 2024		6	1.70%
Total Staff Turnover November 2023 - November 2024		25	7.10%

\*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

# TOTAL REWARDS

## BENEFITS AND COMPENSATION

Compensation: The compensation committee continues to meet regularly and is making progress on NPC’s compensation philosophy; currently working to meet with key stakeholders to review and provide feedback on the philosophy.

### 2024-25 Salary & Wage Recommendation

**Recommendation:**

Staff does not recommend increasing salaries by 1% for all eligible employees and increasing all of the current salary ranges by 1% due to the loss of rural aid and the money needed for the upcoming Fair Labor Standards Act (FLSA) regulation on January 1, 2025 (see below). The estimated cost of salary increases would have been \$172,000.

**Background:**

In the February 20, 2024 District Governing Board meeting, AVPHR Christine Schaefer presented the Compensation Committee recommendation of a 2% COLA (Cost of Living Adjustment). Mr. Leslie asked for clarification on increasing the COLA from 1% to 3% if the budget outlook improved later in the year. Then President Hazelbaker responded that there could be an additional 2% raise to the already 1% COLA

should the budget outlook improve.

In a subsequent District Governing Board meeting, Chair Robinson returned to possibility providing an additional 1% COLA if budget outlook improved. He asked that this be brought to the District Governing Board in the November meeting.

**Department of Labor, Fair Labor Standards Act legislation increasing the salary threshold for exempt employees**

**Summary:**

The Department of Labor earlier this year passed legislation to increase the salary threshold for exempt employees. This legislation has a two-phase implementation: July 1, 2024 and January 1, 2025. The July 1, 2024 legislation did not impact NPC, however, the January 1, 2025 did. The new salary threshold effective January 1, 2025 is \$56,656/annually. NPC determined there are 17 positions affected by this new legislation. All but 3 positions will stay in exempt status. The total cost to NPC is \$126,329.92. Three (3) positions will be moving to non-exempt status therefore will be eligible for overtime. An overtime cost analysis determined overtime might cost NPC \$5,000/annually.

Meetings with the affected employees will be conducted in November and December by AVPHR Christine Schaefer and the department head/direct supervisor.



# Northland Pioneer College

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## ERP Project EmpowerED

November 2024

anthology  
ACADEMY



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

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

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



## ERP PROJECT STATUS (NOV 2024)

Project EmpowerED’s status is now GREEN after being at moderate risk (YELLOW) while we carved out Anthology’s Payroll module and implementation from the ERP project scope, separating out billing and other project processes. At the end of October, NPC, Cochise, and Anthology executed the change order which lays out the agreement for the two colleges to deviate from the original contract. While Cochise continues to implement Anthology for Payroll and NPC’s HR group implements ADP as their new Payroll tool, the Project EmpowerED team will work on setting up the 4 or 5 new integrations needed to tie Anthology’s Finance, HR, and Faculty Workload Management modules to ADP and to our new applicant tracking system, NeoEd.

This month we have a bit more information on the total costs of this change in scope and contract. As stated in last month’s DGB report, switching to ADP does not mean NPC stops paying for Anthology’s Payroll software. The original contract with Anthology committed the college to an initial 10-year term, so NPC will pay for two Payroll software solutions for the next 8 years. What was previously unknown in October’s report was the total savings possible by implementing ADP over Anthology for Payroll: unfortunately, there are no savings as originally thought. Cancelling Anthology’s Payroll implementation at this point in the project after a year of planning and design means about \$40k of remaining work will not be invoiced. However, the change to ADP also means adding those 4-5 integrations, projected to cost \$67k total. Still, since ADP waived implementation fees for NPC, our overall net increase with the change is \$27k.

**TABLE: Total Estimated Cost Changes Resulting from Payroll Decisions**

	<b>Anthology</b>	<b>ADP Payroll</b>	<b>Integrations</b>	<b>Net Change</b>
<i>Services</i>	– \$40k	\$0	+ \$67k	<b>+ \$27k One-time Services</b>
<i>Software</i>	No change	+ \$35k	\$0	<b>+ \$35k Annual Software</b>

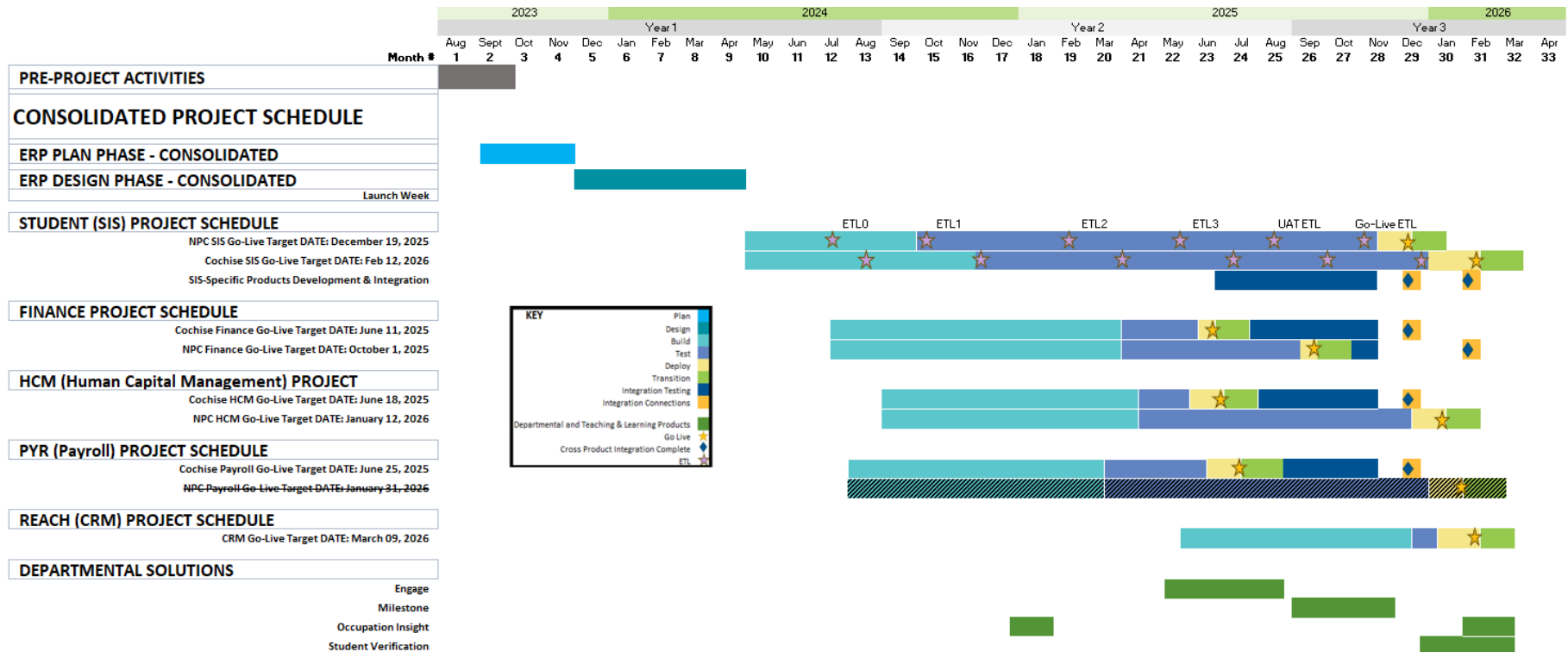
While the EmpowerED Steering Committee works on budgeting for the next fiscal year (FY 2025–26) – the final year of the ERP project – these added project expenses along with new tools and needed, additional backfills and resources will be included in our planning. The current phase of the project is an exciting one: each team has a hands-on approach to both configuration and testing through the Student, Finance, and HR modules. The subject matter experts and implementation leads are driven and excited about their new system. Our teams and activities are running smoothly, and we have momentum going into our longest phase: TEST.

## ANTHOLOGY ON-SITE (NOV 12–14)

In the time between submitting this report (Nov 8<sup>th</sup>) and presenting it to the District Governing Board at our regular monthly meeting (Nov 19<sup>th</sup>), Project EmpowerED will host key vendor representatives on-site for Student workshops. The on-site visitors will include Anthology’s project manager, Lisa Miller, and 3 of our Anthology Student subject matter experts and implementation leads: Abraham Varghese (Student Accounts), Thea Cazeau (Financial Aid), and Lori Erwin (Solution Architect), Joshua Fry (Delivery Owner). For 3 days, NPC’s Student configuration leads will actively test the configuration they built and the data that was extracted, transformed, loaded to align with that new system configuration with the direct support of these 4 Anthologists. Our NPC subject matter experts will be together with the Anthologists at the Painted Desert Campus in Holbrook.



# CURRENT SCHEDULE OVERVIEW





## Comparison with Prior Year

	FA 2023	FA 2024	Percent Change from prior Fall
45th Date in Semester	10/4/2023	10/2/2024	
Full Time Student Equivalency (FTSE)	1357.5	1535.67	13.1%
Unduplicated Headcount	2825	3158	11.8%

	Total FTSE		Early College FTSE		Regular FTSE	
	FA 2023	FA 2024	FA 2023	FA 2024	FA 2023	FA 2024
Little Colorado Campus	115.73	114.27	64.06	77.8	51.67	36.47
Painted Desert Campus	136.53	114.27	100.59	77.80	35.93	36.47
Silver Creek Campus	143.67	167.40	93.74	92.86	49.93	74.53
White Mountain Campus	499.67	503.13	309	307.74	190.67	195.40
Subtotal	895.6	899.07	567.39	556.2	328.2	342.87
ALU (Learning Contracts)	0.6	0.93	0	0.53	0.6	0.40
Hopi	13.47	8.87	7.13	2.80	6.33	6.07
Internet	267.1	383.13	28.57	115.47	238.53	267.67
Kayenta	6.8	5.80	0.2	0.00	6.6	5.80
Springerville	31.2	26.47	27.07	20.27	4.13	6.20
St. Johns	65.47	64.20	54.53	49.20	10.93	15.00
Whiteriver	64.4	56.20	51.6	36.27	12.8	19.93
Apache County Misc.	11.27	26.67	11.27	26.66	0	0.00
Najavo County Misc.	1.6	90.80	1.6	90.80	0	0.00
Subtotal	461.91	663.07	181.97	342.00	279.92	321.07
<b>Total</b>	<b>1357.50</b>	<b>1562.14</b>	<b>749.36</b>	<b>898.20</b>	<b>608.13</b>	<b>663.94</b>

**NORTHLAND PIONEER COLLEGE  
FALL SEMESTER 2024  
45th Census Day Detailed Report**

**45th Date in Semester: 10/2/2024**

**TAB:**

**SUBJECT:**

**Campus-Center**

**FTSE/Headcount by Campus/Center**

**Race by Sex**

**Race by Gender**

**FT-PT by Sex**

**Full-Time/Part-Time by Gender**

**Age by Sex**

**Age by Gender**

**Out of State**

**Headcount/FTSE**

**By Dept**

**FTSE Count by Department/Course-Prefix**

**21-Oct-24**

**Paul Hempsey  
Registrar**

**FALL SEMESTER 2024  
FTSE/HEADCOUNT BY CAMPUS/CENTER**

CAMPUS/CENTER	HEADCOUNT	FTSE	PERCENT	FTSE				
				NAVIT	DUAL	TALON	ECW	Regular
ALU	1	0.93	0.06%				0.53	0.40
Apache Misc	26	26.67	1.74%		4.13	22.53		0.00
Hopi	45	8.87	0.58%		2.60		0.20	6.07
Internet	780	383.13	24.95%			79.67	35.80	267.67
Kayenta	26	5.80	0.38%					5.80
Little Colorado	259	87.80	5.72%	31.13	10.00		0.47	46.20
Navajo Misc	3	90.80	5.91%			90.80		0.00
Painted Desert	330	114.27	7.44%	36.87	40.40		0.53	36.47
Silver Creek	312	167.40	10.90%	50.40	36.93		5.53	74.53
Springerville-Eagar	118	26.47	1.72%		20.00		0.27	6.20
St Johns	117	64.20	4.18%	43.67	4.40		1.13	15.00
White Mountain	1079	503.13	32.76%	167.00	133.47		7.27	195.40
Whiteriver	163	56.20	3.66%		36.27			19.93
<b>Totals</b>	<b>3158</b>	<b>1535.67</b>		<b>329.07</b>	<b>288.20</b>	<b>193.00</b>	<b>51.73</b>	<b>673.67</b>

**Average student load: 7.29 credit hours. (FT students take 12 or more credit hours.)**

1. The data are from the FA24 45th Day data file generated by the Office of Institutional Effectiveness. The numbers have been verified and signed off by the Director of Enrollment Services/Registrar.
2. The Headcount Total is the unduplicated headcount. It does not equal to the sum of the campus/center-level headcount.
3. The Full Time Student Equivalency (FTSE) is calculated by dividing the credit hours by 15, rounded to 2 decimal places.
4. The sum of category-level data may not be the same as the totals due to rounding of decimals.

**FALL SEMESTER 2024  
RACE BY GENDER STATISTICS**

	<b>FEMALE</b>	<b>MALE</b>	<b>TOTAL</b>	<b>Percent of Grand Total</b>
<b>White (Caucasian)</b>	<b>667</b>	<b>553</b>	<b>1226</b>	<b>38.82%</b>
<b>American Indian</b>	<b>594</b>	<b>269</b>	<b>869</b>	<b>27.52%</b>
<b>Black</b>	<b>8</b>	<b>7</b>	<b>16</b>	<b>0.51%</b>
<b>Hispanic</b>	<b>313</b>	<b>219</b>	<b>539</b>	<b>17.07%</b>
<b>Multiple</b>	<b>53</b>	<b>31</b>	<b>85</b>	<b>2.69%</b>
<b>Asian</b>	<b>19</b>	<b>14</b>	<b>33</b>	<b>1.04%</b>
<b>Pacific Islander</b>	<b>6</b>	<b>6</b>	<b>12</b>	<b>0.38%</b>
<b>Non-resident Alien</b>				<b>0.00%</b>
<b>Unknown</b>	<b>222</b>	<b>145</b>	<b>378</b>	<b>11.97%</b>
<b>Totals</b>	<b>1882</b>	<b>1244</b>	<b>3158</b>	<b>100.00%</b>

\*Total may be greater than the sum of female and male numbers because of unknown/undisclosed genders.

**FALL SEMESTER 2024  
FULL-TIME/PART-TIME BY GENDER**

	Female	Male	Total	Percent of Grand Total
Full-Time	335	281	619	20%
Part-Time	1547	963	2539	80%
<b>Total</b>	<b>1882</b>	<b>1244</b>	<b>3158</b>	<b>100%</b>

\*Total may be greater than the sum of female and male numbers because of unknown/undisclosed genders.

**FALL SEMESTER 2024  
AGE BY GENDER**

	FEMALE	MALE	TOTAL	Percent of Grand Total
19 & Under	1114	875	2011	63.68%
20-24	192	116	310	9.82%
25-29	118	69	187	5.92%
30-39	235	100	339	10.73%
40-49	130	43	175	5.54%
50-59	59	19	80	2.53%
60 & Over	34	22	56	1.77%
<b>Total</b>	<b>1882</b>	<b>1244</b>	<b>3158</b>	<b>100%</b>

**FALL SEMESTER 2024  
Out-of-State Students/Internet Classes**

<u>Headcount</u>	<u>FTSE</u>
18	4.73

**FALL SEMESTER 2024  
FTSE COUNT BY DEPARTMENT/COURSE PREFIX**

DEPARTMENT/COURSE PREFIX	HEADCOUNT	FTSE	FTSE				
			NAVIT	Dual	TALON	ECW	Regular
Administration of Justice Studies	25	32.20	3.00			0.20	29.00
Anthropology	51	10.20			1.20	0.80	8.20
Art	131	27.80			8.20	1.60	18.00
Automotive Technology	86	59.60	47.13			0.40	12.07
Behavioral Health Science	33	14.07	5.60				8.47
Biology	171	47.47				3.20	44.27
Business	486	136.80	18.80	76.20		2.40	39.40
Chemistry	53	14.13				0.53	13.60
College & Career Prep	195	42.13				0.20	41.93
Computer Information Systems	83	34.20	8.80			0.80	24.60
Construction Technology	86	25.07	8.27	13.00			3.80
Cosmetology	168	121.20	65.47	2.80		0.73	52.20
Early Childhood Development	222	51.93		33.93			18.00
Economics	137	27.40		5.60	16.60	1.20	4.00
Educator Preparation	8	1.60					1.60
Education	44	9.13		1.00			8.13
Energy and Industrial Technician	16	5.07					5.07
Emergency Medical Technology	43	29.33					29.33
English	634	127.40		36.60	36.40	11.80	42.60
Film & Digital Video	43	8.60		8.60			
Fire Science	38	26.00	18.00			0.40	7.60
Geography	36	7.20				2.60	4.60
Geology	32	8.53				0.80	7.73
Health & Physical Education	127	39.67	16.47	18.40		0.40	4.40
Health Sciences	187	62.67	31.60	1.33		0.80	28.93
History	201	40.60		10.60	19.40	1.80	8.80
Honors	13	0.87					0.87
Human Development	507	35.80			32.80	0.40	2.60
Humanities	20	4.00			1.00		3.00
Industrial Arts	66	13.20		13.20			
Instructional and Professional Develop	4	0.53					0.53
Industrial Technology Trades	6	2.87	1.60				1.27
Languages	88	23.47		20.53		1.33	1.60
Mathematics	534	112.07		38.00	30.27	8.60	35.20
Medical Assistant	26	8.67	7.33				1.33
Mathematics for Educators	8	1.60					1.60
Music	48	6.93				0.40	6.53
Nurse Assistant Training	65	21.67	8.67			1.00	12.00
Nursing	59	36.13					36.13
Pharmacy Technician	6	2.80					2.80
Philosophy	30	6.20					6.20
Physics	3	0.80		0.80			
Political Science	153	25.27		7.60	4.80	2.60	10.27
Psychology	112	22.40			7.40	1.60	13.40
Sociology	75	15.20			2.80	1.60	10.80
Spanish	154	40.13			30.93	2.33	6.87
Speech, Theater & Film	63	10.80			1.20	0.67	8.93
Surgical Technology	19	8.33					8.33
Therapeutic Massage	9	4.20					4.20
Welding	179	121.73	88.33			0.53	32.87
<b>Totals</b>	<b>3158</b>	<b>1535.67</b>	<b>329.07</b>	<b>288.20</b>	<b>193.00</b>	<b>51.73</b>	<b>673.67</b>

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# Navajo County Community College District Governing Board Meeting Minutes

October 15, 2024 – 10:00a.m.

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

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**Governing Board Member Present:** Chair. Everett Robinson; Mr. Frank Lucero; Mr. Derrick Leslie; Ms. Rosie Sekayumtewa (arrived at 10:02am)

**Governing Board Member Absent:** Ms. Kristine Laughter

**Others Present:** Interim President Michael Solomonson; CIO Michael Jacobs; Betsy Wilson; Judy Yip-Reyes; Norvita Charleston; VPAS Maderia Ellison; AVPHR Christine Schafer; Charles DiCarlo; Colleen Marsh; Carson Saline; Robert Railey; Pamela Bishop; Muriel Metcalf Katie Matott; Jeremy Raisor; Josh Rogers; Justin White; Russell Kupfer; Andi De Bellis; Amanda Sutter; Paul Hempsey; Melissa Willis; Rebecca Hunt; Wei Ma; Melody Niesen; Natalie Kee; Ruth Zimmerman; 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 if there was a motion to approve the agenda with a modification to allow for Action Item 9.B.4 to be moved before the Executive Session.

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

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

None.

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

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

VPAS Ellison expanded on the report provided in the packet.

No questions.

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

A written report was provided in the packet. Pamela Bishop gave a presentation.

Ms. Sekayumtewa asked if SGA did surveys every semester. Pamela Bishop answered that they try but they are also considerate of not bogging students down too much.

Ms. Sekayumtewa asked when the survey results would be shared. Pamela Bishop elaborated on the timeline with help from director Judy Yip-Reyes.

Ms. Sekayumtewa asked if they got to hear results based on campuses and centers. Pamela Bishop responded that they were hoping to provide that information.

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

Faculty Association President, Andi De Bellis, gave the Board an update.

No questions.

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

No report.

#### ***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.

No questions.

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

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

Ms. Sekayumtewa asked for a physical report on strategic planning.

Mr. Leslie asked what the role of descent or opposing views played in strategic planning. Director Wilson responded that all voices are being heard through this process.

#### ***4.A.7. Human Resources***

A report was provided in the packet.

Ms. Sekayumtewa asked about the timeline for open positions until filled, specifically regarding a maintenance position. AVPHR Schaefer stated that the decision of hiring was left to the hiring manager. Director Justin White further elaborated that he was the hiring manager for this position and explained the delays in hiring for this position.

Ms. Sekayumtewa asked the same question about a different position. AVPHR Schaefer stated that position had been filled.

Mr. Leslie asked Director White if it was taking a long time between reviewing applications and making an offer. Director White elaborated on the process, including the need to contact references and how that affected the timeline.

Mr. Lucero stated that having to review 67 applications must take a long time. Director White responded that it did and that he was particular in hiring local individuals and many applicants are not local.

Chair Robinson commented on awarding employees an additional 1% for cost of living and stated that information had been shared with him that this would not be possible due to finances. Mr. Lucero commented that the rest of the Board had not been privy to this information and that was not proper procedure. Chair Robinson responded that it could be placed on the November agenda.

**4.A.8. Construction Report**

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

No questions.

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

A report was provided in the packet.

No questions.

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

Chair Robinson gave an update on the presidential search process.

**Agenda Item 5: NPC Component Unit Financial Audit Northeastern Arizona Training Center 2023-24**

Director of Financial Services, Russell Kupfer, elaborated on a report provided in the packet.

No questions.

**Agenda Item 6: NPC Component Unit Financial Audit NPC Friends and Family 2023-24**

Director of Financial Services, Russell Kupfer, elaborated on a report provided in the packet.

No questions.

**Agenda Item 7: President's Summary of Current Events**

Interim President Michael Solomonson gave the Board an update.

Ms. Sekayumtewa asked if individuals who performed at college events were compensated. Dr. Solomonson stated he wasn't sure. VPAS Ellison stated that on occasion individuals are compensated but it is mostly just volunteers.

Ms. Sekayumtewa asked how Board members could request certain programs be a part of the strategic plan. Dr. Solomonson stated that this process begins with a college wide discussion.



Ms. Sekayumtewa and Dr. Solomonson discussed some possible ways to include the community.

### **Agenda Item 8: Consent Agenda**

- A. September 17, 2024 Board Meeting Minutes** (Farah Bughio)
- B. September 17, 2024 Special Meeting Minutes** (Farah Bughio)
- C. Intergovernmental Agreement** between Navajo County Community College District and Northeastern Arizona Law Enforcement Training Academy for the Town of Snowflake.
- D. Intergovernmental Agreement** between Navajo County Community College District and Northeastern Arizona Law Enforcement Training Academy for the Town of Pinetop – Lakeside.
- E. Intergovernmental Agreement** between Navajo County Community College District and Northeastern Arizona Law Enforcement Training Academy for Apache County.
- F. Program Modification** – General Education Course Options List.
- G. Program Modification** – General Education Program.

No questions.

*Mr. Leslie made a motion to approve all items on the consent agenda. Mr. Lucero seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Sekayumtewa and Chair Robinson voting in favor. There were no votes against.***

### **Agenda Item 9: For Discussion and Possible Action**

#### **9.A. Old Business**

#### **9.B. New Business**

##### **9.B.1. Request to Approve Fiscal Year 26 Budget Calendar and Budget Assumptions**

Mr. Lucero clarified that the Board was only voting on the schedule. VPAS Ellison confirmed this was the case.

*Mr. Leslie made a motion to approve fiscal year 26 budget calendar and budget assumptions. Mr. Lucero seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Sekayumtewa and Chair Robinson voting in favor.***

##### **9.B.2. Request to Approve Anthology Change Order**

Mr. Lucero asked if this money had been paid. CIO Jacob said no and it was Anthologies best guess in terms of cost.

Mr. Lucero asked for further clarification on payment to ADP and Anthology. CIO Jacob clarified for him.

*Mr. Lucero made a motion to approve the anthology change order for the amount of \$66,844.00. 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.*

**9.B.3. Executive Session 1.**

The Board voted to enter Executive Session at 11:21am.

*Ms. Sekayumptewa made a motion to enter into Executive Session 1. 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.*

**9.B.4. Action from Executive Session 1.**

The Board did not take action.

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

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

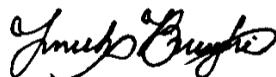
**Agenda Item 12: Announcement of Next Regular Meeting**

November 19, 2024

**Agenda Item 13: Adjournment**

*The meeting was adjourned at 12:22 p.m. upon a motion by Mr. Leslie and a second by Mr. Lucero. The motion carried upon a roll-call vote with Ms. Sekayumptewa, Mr. Leslie, Mr. Lucero, and Chair Robinson voting in favor. Mr. Leslie had to leave the meeting There were no votes against.*

Respectfully submitted,



Farah Bughio  
Recording Secretary to the Board

# Navajo County Community College District Governing Board Meeting Minutes

November 7, 2024 – 10:00a.m.

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

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

**Governing Board Member Absent:**

**Others Present:** Melissa Willis, Sandy Caldwell; Kristin Mackin; Farah Bughio

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

Chair Robinson called the meeting to order at 10:11a.m.

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

Chair Robinson asked if there was a motion to adopt the agenda.

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

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

None.

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

### **4.A.1. Executive Session 1.**

The Board voted to enter Executive Session at 10:30am.

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

### **9.B.4. Action from Executive Session 1.**

The Board did not take action and decided not to have a second Executive Session as there was no consensus on a candidate.

## **Agenda Item 13: Adjournment**

*The meeting was adjourned at 12:07 p.m. upon a motion by Mr. Lucero and a second by Ms. Sekayumtewa. The motion carried upon a roll-call vote with Ms. Sekayumtewa, Mr. Leslie, Mr. Lucero, and Chair Robinson voting in favor. Mr. Leslie had to leave the meeting There were no votes against.*

Respectfully submitted,



Farah Bughio  
Recording Secretary to the Board

Draft

**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 (“District”) and the Town of Pinetop-Lakeside, 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 expire on June 30, 2025. 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 will ensure that all parties will protect the other participants by providing insurance coverage in an amount no less than \$1,000,000 and naming 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.

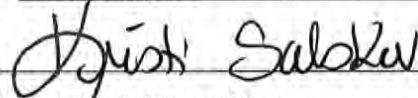
13. **No Joint Venture.** This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set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

By:   
Chief of Police Dan Barnes  
Authorized Signee

Print Name: Kristi Salskov

ATTEST:   
Kristi Salskov, CMC, Town Clerk

Date: 10-17-2024

NAVAJO COUNTY COMMUNITY  
COLLEGE DISTRICT

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

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

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

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.

*William J. Sims* \_\_\_\_\_

William J. Sims III

Attorney for Town of Pinetop-Lakeside

\_\_\_\_\_

Kristin M. Mackin

Attorney for Navajo County Community College District



**AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
ARIZONA AGRIBUSINESS AND EQUINE CENTER**

This Agreement (“Agreement”) is entered into between Navajo County Community College District (dba Northland Pioneer College; “College”), and Arizona Agribusiness and Equine Center (“Charter School”) (collectively “Parties”).

**BACKGROUND**

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

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

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

**AGREEMENT**

**1. PURPOSE**

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

**2. DEFINITION**

- a. “Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.
- b. “Concurrent Enrollment Course” means a college level course taught by a College faculty member on the college campus, or through an online modality, that the high school agrees to award comparative high school credit after successful completion.

**3. EFFECTIVE DATE AND TERM**

- a. This Agreement shall be effective:

- i. After the governing boards of Charter School and College have approved it; and
  - ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).
- b. The term of this Agreement shall be from the Effective Date through June 30, 2027 (“Term”).

#### 4. OBLIGATIONS OF COLLEGE

##### 4.1 General Course Requirements

- a. College will offer Dual Enrollment Courses to Charter School freshmen, sophomores, juniors or seniors who meet College’s prerequisites.
- b. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to Charter School students are:
  - i. of a quality and depth to qualify for college credit, as determined by College;
  - ii. evaluated and approved through the College curriculum approval process;
  - iii. at a higher level than taught by the Charter School high school;
  - iv. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
  - v. compliant with all other standards for College courses.

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

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

- e. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*
- f. College will provide to Charter School the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.
- g. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.
- h. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. Charter School will provide College with the State Student ID number for each student as provided in Section 5.1(F).
- i. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

#### 4.2 Instructors and Instruction

- a. College will ensure that Charter School instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.
- b. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by Charter School, to cover the absence of any College instructor teaching a Dual Enrollment Course.

#### 4.3 Assessment and Monitoring

- a. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.
- b. College will involve full-time College faculty who teach a particular discipline in Dual Enrollment Course selection and implementation, and in Dual Enrollment

Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).

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

#### 4.4 Policy and Procedures

- a. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.
- b. College will provide Charter School with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.
- c. College will provide Charter School access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both Charter School and College. Pursuant to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and applicable regulations, Charter School and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

#### 4.5 Students with Disabilities

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

- b. College will provide training and guidance to instructors and relevant personnel in the area of compliance with the Americans with Disabilities Act and the Rehabilitation Act of 1973, Subpart E, as amended, and the College's process for student requests for accommodations, as the Acts specifically relate to College classes.

#### 4.6 Concurrent Enrollment Courses

Charter School students may enroll in courses offered by the college, in both in-person and online course modalities, that the Charter School will grant concurrent high school credit for, either in the form of a course required for graduation, or as an elective credit course. The courses that the high school and college agree to offer and accept for concurrent enrollment will be reviewed and updated annually and placed in Appendix A of this agreement. Students enrolled under this section will receive a tuition waiver for all Concurrent Enrollment Courses, just as Concurrent Enrollment students in TALON receive such waivers.

#### 4.7 Use of Facilities

The College agrees that no additional facility use agreement is needed for Charter School students enrolled in and attending College classes on the College campus. If the Charter School requests the use of additional classrooms or other College spaces outside of regularly scheduled College classes, such requests will be subject to the College's Facility Rental Agreement process. The request must be submitted in a timely manner to the Lead Campus Manager and is subject to availability. The rental fee for additional facilities may be waived for government entities, in accordance with college policies. During the use of College facilities for Charter School activities, the Charter School's liability and worker's compensation insurance will apply to all Charter School employees, students, and invitees as outlined in sections 11 and 21 of this agreement.

### 5. OBLIGATIONS OF CHARTER SCHOOL

#### 5.1 General Course Requirements

- a. Charter School will provide an opportunity for Charter School students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.
- b. Pursuant to A.R.S. § 15-1821.01(6), Charter School will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in Charter School, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

- c. If Charter School is providing the instructor for the Dual Enrollment Course, Charter School will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of Charter School at a Charter School facility.
- d. Charter School will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.
- e. Charter School will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. Charter School shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.
- f. For each student enrolling in a Dual Enrollment Course, Charter School will enroll the student using the student's State Student ID number and provide that number to College.

## 5.2 Instructors and Instruction

- a. If Charter School is to provide the instructor, Charter School will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Course and submit each instructor's name and credentials to College for approval.
- b. Charter School will ensure that Charter School instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.
- c. If Charter School is providing the instructor, Charter School will provide at Charter School's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a Charter School instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding 10 consecutive school days, Charter School shall notify College in writing of the name and credentials of the substitute instructor.

## 5.3 Assessment and Monitoring

Charter School will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary to review Dual Enrollment

Course outlines and Charter School's high school scope and sequence to review and amend the course outlines as necessary.

#### 5.4 Policy and Procedures

- a. Charter School will ensure that each student seeking enrollment in a Dual Enrollment Course:
  - i. has completed the necessary College admissions and registration process at least two weeks before the beginning of the semester;
  - ii. has completed College assessment examinations, if required by College;
  - iii. is aware the student is subject to both Charter School policies and procedures and College policies and procedures;
  - iv. is aware the student is participating in a college level course, even though provided at the Charter School, and should act appropriately; and
  - v. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.
  - vi. shall provide the college a list of dual enrollment course requests and anticipated enrollments by the first day of the fall semester for the following spring semester, and the first day of the spring semester for the following fall semester.
- b. Charter School will ensure that each instructor of Dual Enrollment Courses agrees to be subject to Charter School policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in Dual Enrollment Courses for failure to follow College requirements.
- c. Charter School will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both Charter School and College. Pursuant to FERPA and applicable regulations, Charter School and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

#### 5.5 Students with Disabilities

Charter School will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973, subpart D<sub>2</sub> or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement

accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and Charter School. Charter School shall work with College in determining appropriate accommodations or special education services for Dual Enrollment Courses. Charter School shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services; provided, however, that supplementary aids, services, or accommodations in a IEP or Section 504 Plan implemented in a Dual Enrollment Courses shall be permitted as allowed under the College's accreditation guidelines as determined by the College. This Agreement does not relieve Charter School of any of its legal duties under applicable Federal or State law, including but not limited to Charter School's obligations relating to child find, evaluation, and placement of students with disabilities.

#### 5.6 Facilities and Funding

- a. Charter School will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.
- b. Payment, if any, for facilities and ancillary services shall be designated in Exhibit B attached to this Agreement, which shall be updated annually by College.

### 6. MUTUAL AGREEMENTS

#### 6.1 Instructors

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



instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify Charter School in writing of such substitution.

## 6.2 Students

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

## 6.3 Removal from Course

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

## 6.4 Schedule and Number of Students

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

## 6.5 Guidelines

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

## 6.6 Rigor of Courses

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

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

## 7.1 Fees

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

### 7.2 Supplies

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

### 7.3 Tuition

- a. Either the student or Charter School shall be responsible for payment of tuition to College, as specified in Exhibit B.
- b. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth on Exhibit B, which may be amended annually by College. In addition, College may offset tuition payments owed to College by Charter School with payments due from College to Charter School.
- c. Charter School understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of 19 years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

### 7.4 Billing Format

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

### 7.5 Manner of Financing

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

## 8. RECORDS

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

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

**9. CONFIDENTIALITY**

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

**10. TERMINATION/DISPOSITION OF PROPERTY**

10.1 Termination

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

10.2 No Relief from Obligations

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

10.3 Disposition of Property

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

**11. RESPONSIBILITY**

11.1 Conduct of Operations

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

11.2 Indemnification

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

**12. CANCELLATION FOR CONFLICT OF INTEREST**

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

**13. NON-ASSIGNABILITY**

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

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

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

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

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

**16. ENTIRE AGREEMENT**

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

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

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

**18. GOVERNING LAW**

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

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

**19. NOTICE**

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

**20. LEGAL WORKER REQUIREMENT**

To the extent applicable under Arizona Revised Statutes § 41-4401, each Party may not award a contract to any contractor who fails, or whose subcontractors fail, to verify the employment eligibility through the e-verify program of any employee it hires, and who does not comply with federal immigration laws and regulations relating to their employees. As mandated by A.R.S. § 41-4401, this provision provides notice of those requirements.

**21. WORKERS COMPENSATION**

To the extent applicable, for purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section.

Each Party rein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the notice required.

If to College:

Dr. Michael Solomonson  
Northland Pioneer College  
P.O. Box 610  
Holbrook, AZ 86025

If to Charter School:

[NAME]  
Director  
[CHARTER SCHOOL-NAME .]  
[STREET/PO]  
[CITY, AZ ZIP-CODE]

COLLEGE

CHARTER SCHOOL

---

By: Dr. Michael Solomonson  
Title: Interim President

---

By: [NAME]  
Title: Director

---

Date

---

Date

**EXHIBIT A**

**TYPE OF INSTRUCTION  
DUAL ENROLLMENT COURSES**

**COURSES AND CREDITS**

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

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

Courses authorized to be offered:

AAEC will not offer dual enrollment courses for the 2024-2025 school year.

**EXHIBIT B**

**TYPE OF INSTRUCTION  
CONCURRENT ENROLLMENT COURSES**

**COURSES AND CREDITS**

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

AAEC will not participate in Concurrent Enrollment Courses during the 2024-2025 School Year.



**EXHIBIT C**

**FINANCIAL PROVISIONS**

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

**1. INSTRUCTORS**

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

School District shall provide and pay all instructors.

College shall provide and pay all instructors.

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

**2. PAYMENTS TO THE SCHOOL DISTRICT**

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Ten Dollars (\$ 10 ) per credit hour for each properly enrolled student, capped at Two-hundred fifty Dollars (\$ 250 ) per credit hour for each course. *(Indicate N/A if there is no cap.)*

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

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

**TUITION:**

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

**ADDITIONAL FEES AND/OR COSTS:**

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

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

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

*Check the appropriate line:*

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

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

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

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

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

**5. FINANCIAL AID**

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

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

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

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

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

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

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

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

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

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

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

Amount College received in FTSE in prior academic year:

(Specify dollar amount)  
\_\_\_\_\_ \$ 1,512,300 \_\_\_\_\_

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)  
\_\_\_\_\_ \$ 0 \_\_\_\_\_

Amount School District returned to College:

(Specify percentage or dollar amount)  
\_\_\_\_\_ \$ 0 \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT 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 (“District”) and Navajo County AZ, a county government.

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 certifications.
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 expire on June 30, 2025. 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 will ensure that all parties will protect the other participants by providing insurance coverage in an amount no less than \$1,000,000 and naming 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.

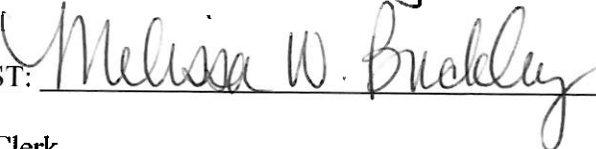
13. **No Joint Venture.** This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set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

NAVAJO COUNTY, AZ

By:   
Jason Whiting, Chairman of the Board

Print Name: Jason Whiting

ATTEST: 

Board Clerk

Date: 9/24/2024

NAVAJO COUNTY COMMUNITY  
COLLEGE DISTRICT

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

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

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

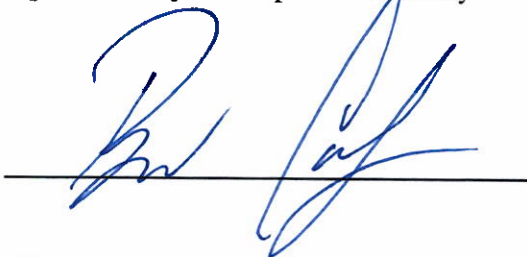
ATTEST: \_\_\_\_\_

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.



Attorney for Navajo County Government

\_\_\_\_\_  
Attorney for Navajo County Community College District

## Request to Accept Grant Funds – Quality Jobs Grant

**Recommendation:**

Staff recommends accepting \$180,000 of grant funding from the Office of Economic Opportunity (OEO) to purchase broadband technician training equipment.

**Summary:**

Similar to other OEO grants the college received last year, this is a one-time grant used to acquire equipment for training programs. As the broadband infrastructure is built out across northeastern Arizona, there is a need for a trained workforce to help install fiber optic lines to residential and commercial buildings. The funding received through this grant will allow the college to train broadband technicians through a quick-turnaround training program. This training will prepare technicians to install highspeed internet lines for end users.

If approved, additional purchase requests will be brought forward for future approval of the specific equipment.