

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 **August 20, 2024 beginning at 10:00 a.m.** The meetings will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona. The meeting can also be joined remotely using [WebEx](#). A passcode is required under certain circumstances and it is AUG24DGB.

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 19th day of August, 2024, at 10:00 a.m.

Farah Bughio
Recording Secretary to the Board

NOTICE DISTRIBUTION

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

M I S S I O N

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

V I S I O N

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

V A L U E S

INTEGRITY
INCLUSION
ADAPTABILITY
CIVILITY
ACCESS



Northland Pioneer College

Governing Board Meeting Agenda

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

The meeting location will be open to the public at 9:55 a.m. at the latest.

Or you can join on [WebEx](#) (Passcode AUG24DGB).

Date: August 20, 2024

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

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance	Chair Robinson
2.	Adoption of the Agenda (Action)	Chair Robinson
3.	Call for Public Comment	Chair Robinson
	Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.	
4.	Discussion Items:	
	A. Standing Presentations:	
	1. Financial Position	VAPS Ellison
	VPAS Maderia Ellison will provide two reports on the financial position of the college for period July 1, 2023 to May 21, 2024 and July 1, 2023 to June 30, 2024.	
	2. NPC Student Government Association (SGA)	No report
	No report.	
	3. NPC Faculty Association	Andi Debellis
	Faculty Association President, Andi Debellis, will provide the Board with an update.	
	4. Classified & Administrative Staff Organization (CASO)	Melissa Willis
	CASO President, Melissa Willis, will provide the Board with an update.	
	5. Northland Pioneer College (NPC) Friends and Family	Director Wilson
	Friends & Family Director, Betsy Wilson, will provide the Board with an update.	
	6. Strategic Planning	Director Wilson
	Director Wilson will provide an update on the progress made to the 2025 – 2030 strategic plan.	
	7. Human Resources	Written Report
	A written report is provided in the packet.	
	8. Construction Report	Director White
	Director of Construction, Justine White, will provide the Board with an update.	
	9. Enterprise Resource Planning (ERP) Implementation Update ..	Colleen Marsh
	Project Manager, Colleen Marsh, will provide the Board with an update.	
	10. Arizona Association of Community College Trustees (AACCT) ..	Chair Robinson
	Report if available.	
5.	Summer Enrollment Report	Dean Raisor
	Dean of Career and Technical Education, Jeremy Raisor, will expand on the report provided in the packet.	
6.	The Assessment of Student Knowledge Committee Report	Written Report
	A written report is provided in the packet.	
7.	President’s Summary of Current Events	Interim Solomonson
	Interim President Solomonson will provide a report on activities from the college since the June 2024 meeting.	
8.	Consent Agenda for Action	Chair Robinson
	A. June 18, 2024 Board Meeting Minutes (Farah Bughio)	

- B. [June 27, 2024 Special Meeting Minutes](#) (Farah Bughio)
- C. [2024-27 TALON Intergovernmental Agreement](#) between Navajo County Community College District and Shonto Preparatory school.
- D. [2024-27 Intergovernmental Agreement](#) between Navajo County Community College District and Northeastern Arizona Law Enforcement Training Academy for the City of Holbrook.
- E. [2024-27 Intergovernmental Agreement](#) between Navajo County Community College District and Northeastern Arizona Law Enforcement Training Academy for the Round Valley Police Department.

9. For Discussion and Possible Action:

A. Old Business

B. New Business:

- 1. [Request to Approve Presidential Finalists Site Visit](#) Chair Robinson
Chair Robinson will request the Board approve the site visit schedule.
- 2. [Request to Approve the 2025 - 30 Strategic Directions Statements](#)..... Leadership Council
Leadership Council representatives will request the Board approve the 2025 – 30 Strategic Directions statements.
- 3. [Request to Establish a Contingency for the Goldwater Welcome Center Addition](#)..... VPAS Ellison
VPAS Maderia Ellison will request the Board establish a contingency for the Goldwater Welcome Center addition.
- 4. [Request to Proceed with a Construction Manager at Risk](#)..... VPAS Ellison
VPAS Maderia Ellison will request the Board proceed with a Construction Manager at Risk for the Kayenta Center.
- 5. [Request to Approve Additional Design Fees for the Goldwater Welcome Center](#) VPAS Ellison
VPAS Maderia Ellison will request the Board approve additional design fees for the Goldwater Welcome Center.
- 6. [Request to Accept the Northern Arizona Good Jobs Network Phase 2 Grant](#) WEDO Chanick
Workforce and Economic Development Officer, Rich Chanick, will request the Board accept the Northern Arizona Good Jobs Network Phase 2 grant.
- 7. [Request to Accept Revision of Policy 1102](#) Interim Solomonson
Interim President, Michael Solomonson, will request the Board accept revisions to Policy 1102, Equal Opportunity, Harassment and Nondiscrimination.
- 8. [Request to Renew Contract with Ellucian](#)..... Dean Raisor
Dean Raisor will request the Board renew a contract with Ellucian.

- 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**.....**September 16, 2024** Chair Robinson
- F. **Adjournment**..... **(Action)** Chair Robinson

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



Northland Pioneer College

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

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2023 to May 31, 2024

Budget Period Expired

92%

Tax Supported Funds				
Current General Fund				
	Revised Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	17,000,000	1,507,925	16,870,746	99%
State Aid:				
Maintenance and Operations	1,346,100	-	1,346,100	100%
Equalization	11,189,600	-	11,189,600	100%
Rural Aid	1,322,400	-	1,322,400	100%
Tuition and Fees	3,800,000	838,263	4,354,089	115%
Investment earnings	300,000	541,139	3,171,822	1057%
Grants and Contracts	2,530,000	1,378,556	2,906,059	115%
Other Miscellaneous	387,000	24,366	261,236	68%
Fund Balance	12,342,727	-	-	0%
Transfers	(11,145,000)	(1,074,703)	(3,487,417)	31%
TOTAL REVENUES	\$ 39,072,827	\$ 3,215,546	\$ 37,934,635	97%
EXPENDITURES				
Salaries and Benefits	26,487,637	2,006,417	21,843,584	82%
Operating Expenditures	12,585,190	1,189,038	7,967,588	63%
TOTAL EXPENDITURES	\$ 39,072,827	\$ 3,195,455	\$ 29,811,172	76%
Unrestricted Plant				
	Revised Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital/STEM	262,500	-	262,500	100%
Fund Balance	2,075,000	25,456	1,534,840	74%
Transfers In	10,445,000	574,703	2,849,907	27%
TOTAL REVENUES	\$ 12,782,500	\$ 600,159	\$ 4,647,247	36%
EXPENDITURES				
Capital Expenditures - Construction	5,000,000	25,456	1,534,840	31%
Capital Expenditures - Other	7,782,500	574,703	3,112,407	40%
TOTAL EXPENDITURES	\$ 12,782,500	\$ 600,159	\$ 4,647,247	36%

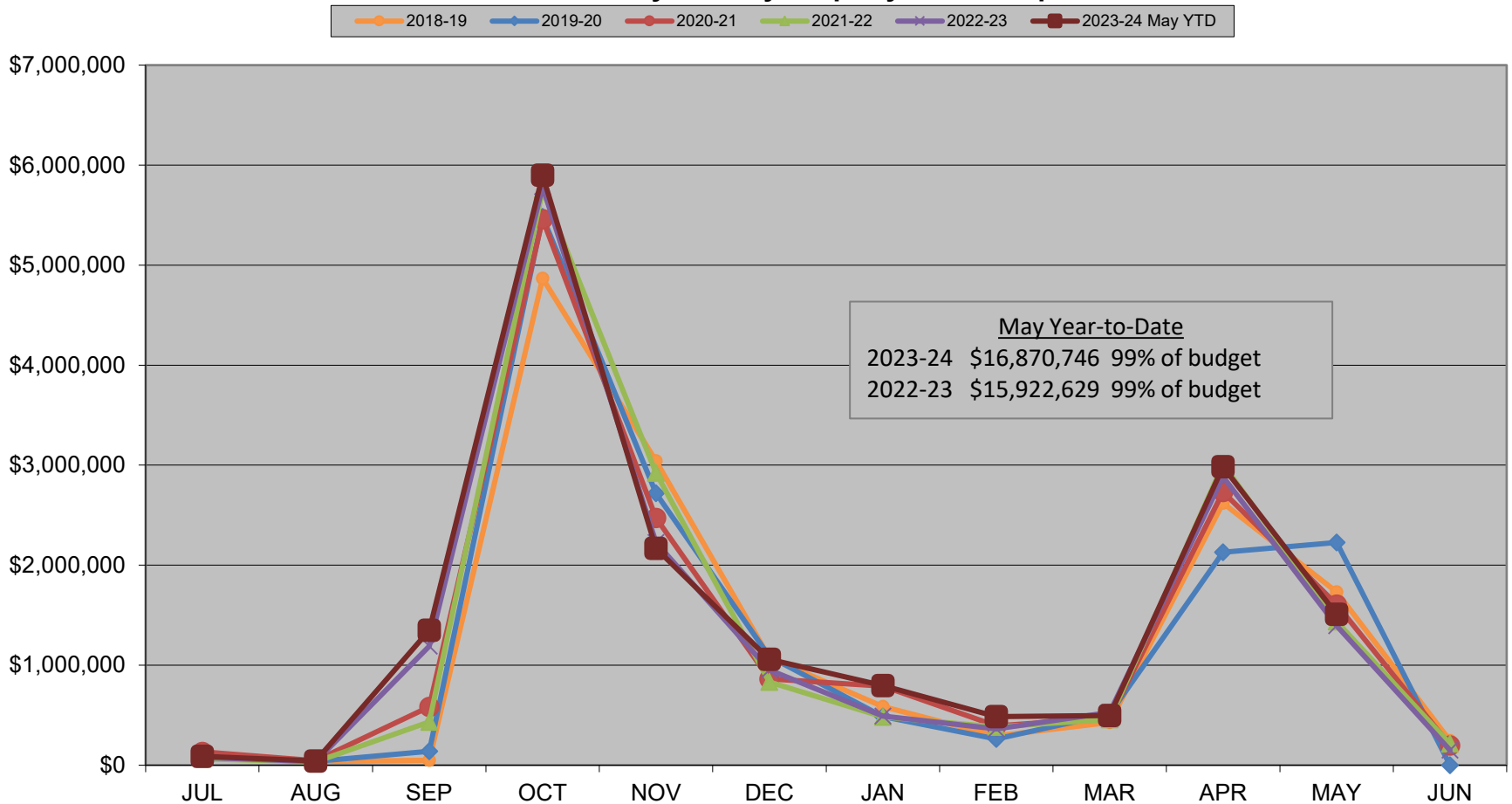
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
Statement of Financial Position
July 1, 2023 to May 31, 2024

Budget Period Expired 92%

Restricted and Auxiliary Funds				
	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Grants and Contracts	6,457,811	348,695	4,805,378	74%
Fund Balance				
Transfers In	500,000	500,000	500,000	100%
TOTAL REVENUES	\$ 6,957,811	\$ 848,695	\$ 5,305,378	76%
EXPENDITURES				
Salaries and Benefits	2,201,602	161,713	1,744,533	79%
Operating Expenditures	4,756,209	309,824	3,262,036	69%
TOTAL EXPENDITURES	\$ 6,957,811	\$ 471,537	\$ 5,006,569	72%
	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Sales and Services	400,000	33,100	142,852	36%
Fund Balance				
Transfers	200,000	-	137,510	69%
TOTAL REVENUES	\$ 600,000	\$ 33,100	\$ 280,362	47%
EXPENDITURES				
Salaries and Benefits	226,154	14,754	164,459	73%
Operating Expenditures	373,846	4,621	102,178	27%
TOTAL EXPENDITURES	\$ 600,000	\$ 19,375	\$ 266,637	44%

Cash Flows	
Cash flows from all activities (YTD)	\$ 48,167,622
Cash used for all activities (YTD)	\$ 39,731,625
Net Cash for all activities (YTD)	\$8,435,997

Monthly Primary Property Tax Receipts



NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2023 to June 30, 2024

Budget Period Expired

100%

Tax Supported Funds				
Current General Fund				
	Revised Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	17,000,000	157,461	17,028,207	100%
State Aid:				
Maintenance and Operations	1,346,100	-	1,346,100	100%
Equalization	11,189,600	-	11,189,600	100%
Rural Aid	1,322,400	-	1,322,400	100%
Tuition and Fees	3,800,000	453,807	4,807,896	127%
Investment earnings	300,000	375,697	3,547,519	1183%
Grants and Contracts	2,530,000	4,624	2,910,683	115%
Other Miscellaneous	387,000	20,215	281,451	73%
Fund Balance	12,342,727	-	-	0%
Transfers	(11,145,000)	(837,319)	(4,324,736)	39%
TOTAL REVENUES	\$ 39,072,827	\$ 174,485	\$ 38,109,120	98%
EXPENDITURES				
Salaries and Benefits	26,487,637	2,236,973	24,080,557	91%
Operating Expenditures	12,585,190	830,008	8,797,596	70%
TOTAL EXPENDITURES	\$ 39,072,827	\$ 3,066,981	\$ 32,878,153	84%
Unrestricted Plant				
	Revised Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital/STEM	262,500	-	262,500	100%
Fund Balance	2,075,000	174,138	1,708,978	82%
Transfers In	10,445,000	798,834	3,648,741	35%
TOTAL REVENUES	\$ 12,782,500	\$ 972,972	\$ 5,620,219	44%
EXPENDITURES				
Capital Expenditures - Construction	5,000,000	174,138	1,708,978	34%
Capital Expenditures - Other	7,782,500	798,834	3,911,241	50%
TOTAL EXPENDITURES	\$ 12,782,500	\$ 972,972	\$ 5,620,219	44%

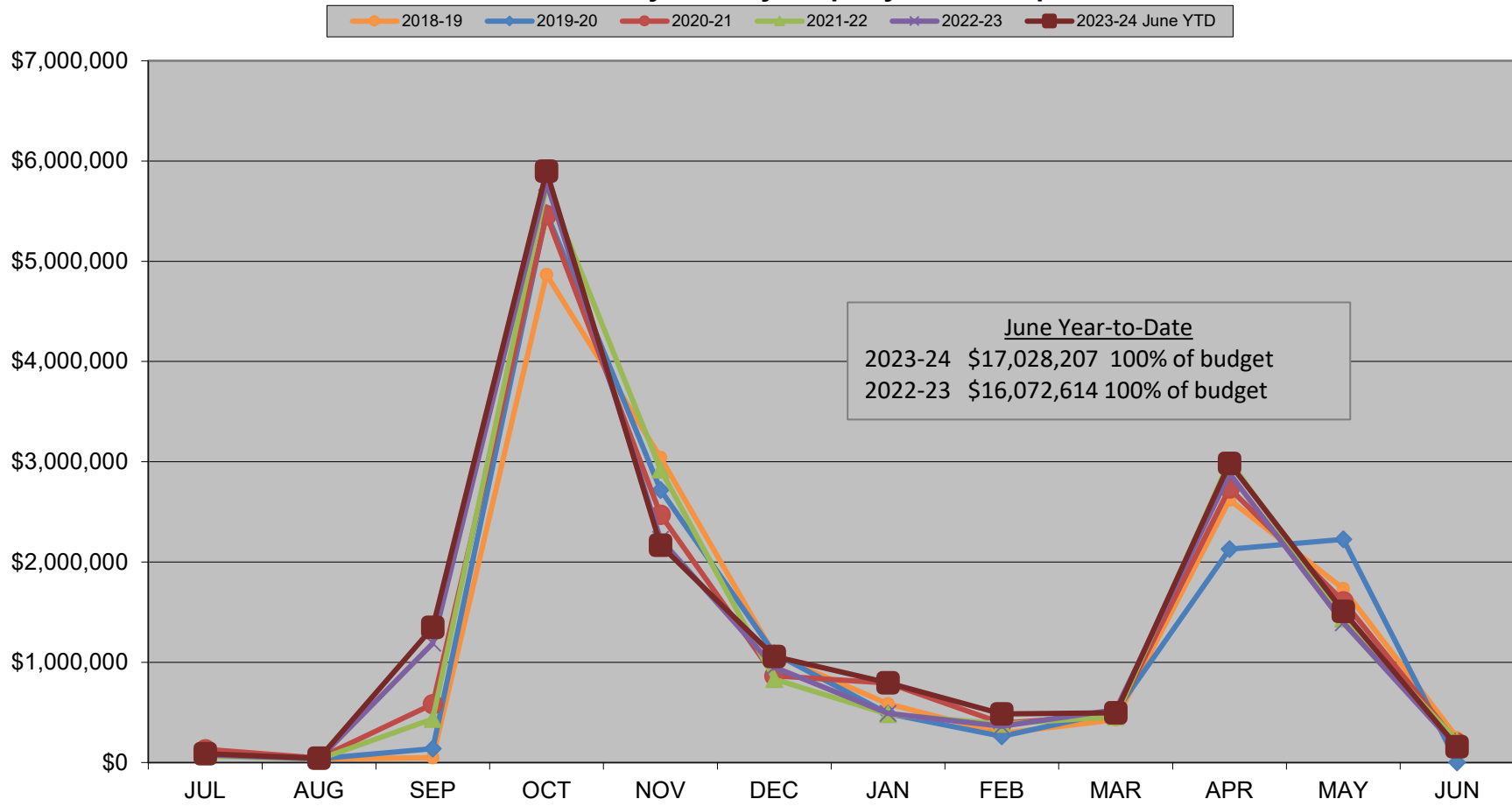
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
 Statement of Financial Position
 July 1, 2023 to June 30, 2024

Budget Period Expired 100%

Restricted and Auxiliary Funds				
Restricted				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
REVENUES				
Grants and Contracts	6,457,811	1,437,434	6,242,812	97%
Fund Balance				
Transfers In	500,000	-	500,000	100%
TOTAL REVENUES	\$ 6,957,811	\$ 1,437,434	\$ 6,742,812	97%
EXPENDITURES				
Salaries and Benefits	2,201,602	205,002	1,949,535	89%
Operating Expenditures	4,756,209	546,295	3,808,330	80%
TOTAL EXPENDITURES	\$ 6,957,811	\$ 751,297	\$ 5,757,865	83%
Auxiliary				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
REVENUES				
Sales and Services	400,000	17,453	160,305	40%
Fund Balance				
Transfers	200,000	38,485	175,995	88%
TOTAL REVENUES	\$ 600,000	\$ 55,938	\$ 336,300	56%
EXPENDITURES				
Salaries and Benefits	226,154	12,331	176,790	78%
Operating Expenditures	373,846	57,333	159,510	43%
TOTAL EXPENDITURES	\$ 600,000	\$ 69,664	\$ 336,300	56%

Cash Flows	
Cash flows from all activities (YTD)	\$ 50,808,451
Cash used for all activities (YTD)	\$ 44,592,537
Net Cash for all activities (YTD)	\$6,215,914

Monthly Primary Property Tax Receipts





Northland Pioneer College

EXPANDING MINDS • TRANSFORMING LIVESSM

HUMAN RESOURCES

MONTHLY REPORT

August 2024

EMPLOYEE RELATIONS AND STAFFING

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

WELCOME AND RECOGNITION

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

- ❖ Colleen Isaacson Marketing Generalist
- ❖ Diana Jones Testing Manager
- ❖ Gary Moulton Small Business Analyst
- ❖ Erica Criss Interim Director of Total Rewards

Congratulations to the below employees as they transition to new positions

- ❖ Karen Zimmerman Development Coordinator NPC Friends & Family
- ❖ Stephanie Guinn Surgical Technology Faculty
- ❖ Ashley Nudson Technical Designer and Director
- ❖ Jennifer DoBell Director of Financial Aid
- ❖ Janalda Nash Campus Manager
- ❖ Christopher Fawcett Academic Advisor
- ❖ Sierra Pember Faculty in Cosmetology
- ❖ Kenneth Coggin Director of IT Infrastructure and Operations

The following employees have left the institution since the last report

- ❖ Jennifer Lichtsinn Faculty, Early Childhood Studies
- ❖ Nathan Kosub Faculty in Film & Digital Video
- ❖ Billie Hoover EMT Program Clerk
- ❖ Chato Hazelbaker College President
- ❖ Morgan Hancock Admin Assistant for Health and Public Safety

RECRUITMENT

	Location	# Qualified Applicants	Date Opened	Closing Date	Status
WMC Campus Monitor	White Mountain Campus	52	6/5/24	6/15/24	Offer in Progress
Training & Professional Development Specialist	Painted Desert Campus	10	5/30/24	Open Until Filled	In Review
Registrar	Painted Desert Campus	15	5/16/24	Open Until Filled	Offer in Progress
Faculty in Therapeutic Massage	Silver Creek Campus	5	6/28/24	Open Until Filled	In Review
Payroll Assistant	Painted Desert Campus	20	4/10/24	Open Until Filled	In Review
Maintenance I	Painted Desert Campus	48	6/5/24	Open Until Filled	Offer in Progress
Maintenance II	Silver Creek Campus	47	6/27/24	Open Until Filled	Offer in Progress
EMT Program Clerk	White Mountain Campus	50	6/13/24	7/10/24	In Review
Procurement Manager	White Mountain Campus	16	7/3/24	Open Until Filled	In Review
Desktop Support Engineer	White Mountain Campus	5	7/29/24	Open Until Filled	In Review
Faculty in Construction	Silver Creek Campus	0	7/29/24	Open Until Filled	In Review
Manager of Financial Aid Operations	Painted Desert Campus	1	7/30/24	8/16/24	In Review
Director of Total Rewards	Painted Desert Campus		4/12/24	Open Until Filled	Out Sourced

EMPLOYEE CENSUS DATA

Turnover Rate for FY24/25	Employee Count	Separated	Turnover Rate
Total Employees as of 7/1/2024	373	3	0.80*
Total New Hires from 07/01/2024 to 08/01/2024	4		%
Total Faculty Turnover FY24/25 date		1	%
Total Staff Turnover FY 24/25 to date		2	%

Turnover Rate for the Last 12 Months	Employee Count	Separated	Turnover Rate
Totals for August 2023 - August 2024	332	33	9.94%
Total Faculty Turnover August 2023 - August 2024		4	1.20%
Total Staff Turnover August 2023 - August 2024		29	8.73%

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

EMPLOYEE DEVELOPMENT

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

TOTAL REWARDS

BENEFITS AND COMPENSATION

The Total Rewards unit has an interim Director that began in July, while the position is being recruited. Effective July 1 the new vision plan through VSP began for employees who chose the vision coverage. The compensation committee reconvened in July. The committee agreed to meet every three to four weeks to ensure consistent work on the committee goals set forth this year.



Northland Pioneer College

Summer Tuition Report

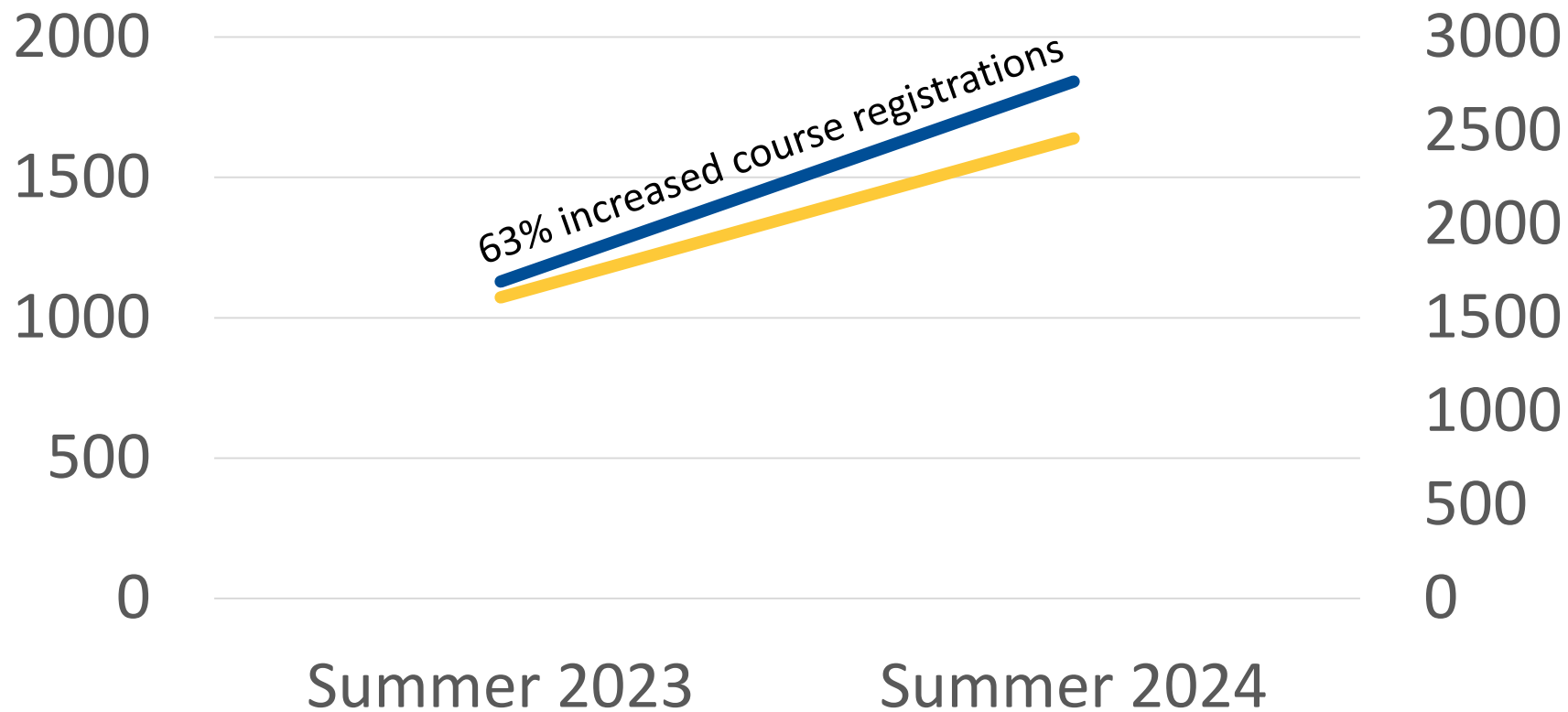
District Governing Board Meeting

August 20, 2024



Northland Pioneer College

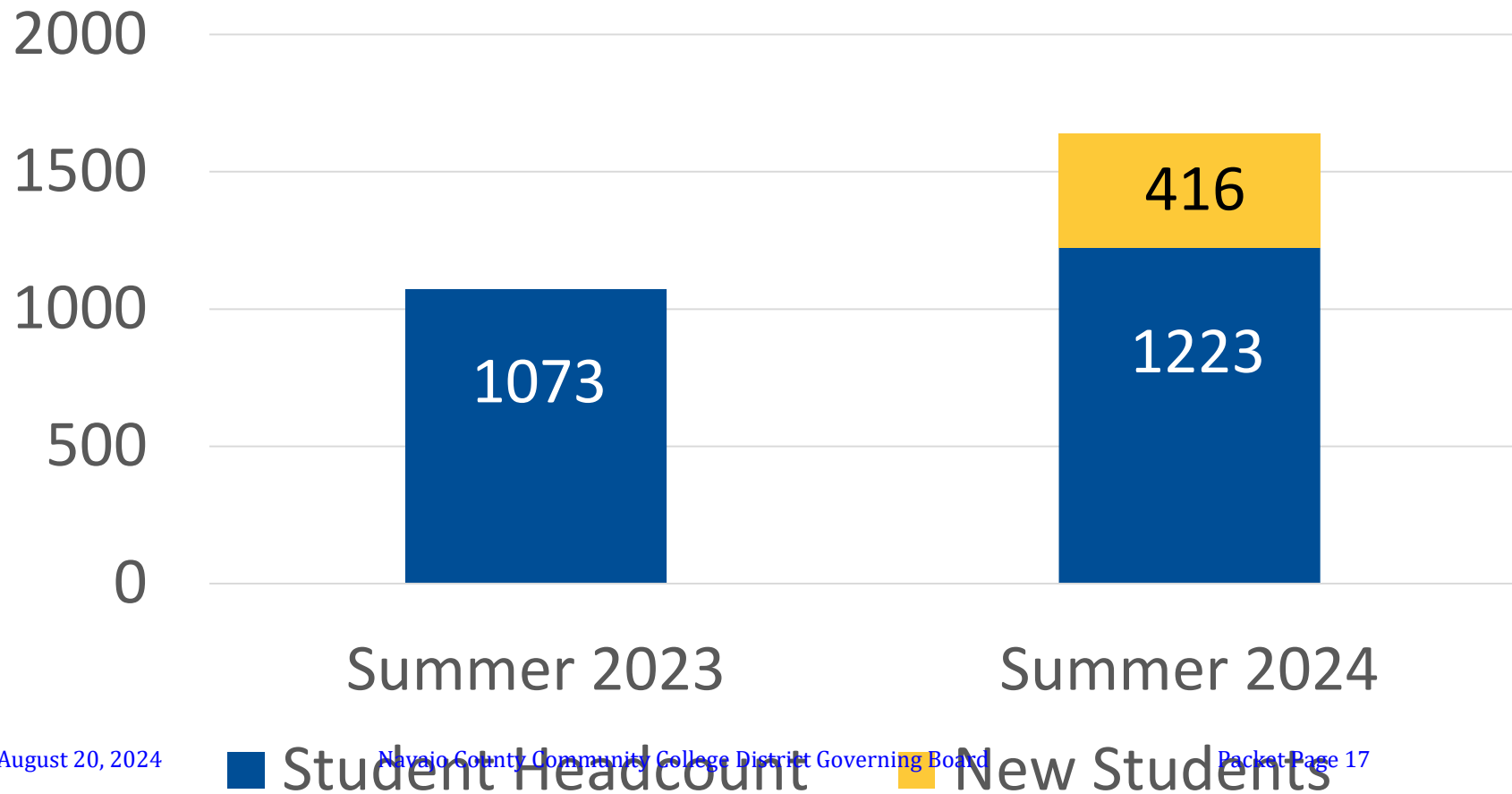
Summer Enrollment





Northland Pioneer College

Student Counts





Student Retention

1639 total
students
enrolled



1227
continued in
fall

416 new
students
enrolled

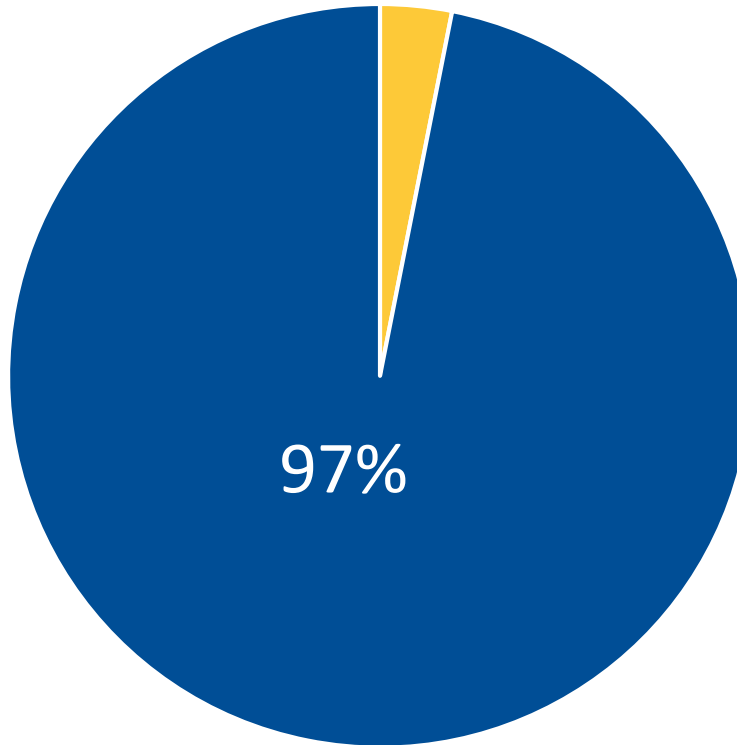


61 continued
in fall



Northland Pioneer College

Student Residency





Northland Pioneer College

Any Questions



Assessment of Student Knowledge Committee
Report to the District Governing Board
Submitted by Dr. Michael Broyles, Committee Chair
August 20, 2024

The Assessment of Student Knowledge (ASK) Committee is a subcommittee of Instructional Council (IC). The committee facilitates the collection of data relevant to student success and supports all departments in their focus on student enrollment, retention, and completion. In partnership with ASK, departments determine their data collection and evaluation methods.

Charges for Academic Year (AY) 2023-2024 (Last Year)

ASK charges for AY 2023-2024 were:

- Communicate and coordinate with the institution about ASK activities, events, and due dates, including the Planning Report due date, the Findings Report due date, and Dialogue Day.
- Review methods for reporting on the measuring, collecting, and disseminating of the assessment of Institutional Learning Outcomes (ILOs) and/or Program Learning Outcomes (PLOs).
- Facilitate Dialogue Day activities.
- Develop recommendations related to the definition and assessment of co-curricular activities at NPC in collaboration with faculty and non-faculty.
- Refine the assessment cycle process and propose changes as needed.
- Provide department level support as requested to improve alignment of assessment activities and incorporate ILOs and/or PLOs
- Collaborating with the Dean of Arts & Sciences and NPC General Education ATF lead to formulate an assessment approach for general education programs.
- Make recommendations for integrating ASK information into the Faculty Handbook and Faculty Mentor program to ensure new faculty learn about ASK at NPC.

Last Year's Accomplishments:

- IC approval of a definition for co-curricular activities
- Significant updates to the [ASK SharePoint site](#)
- ASK information updated for our Higher Learning Commission four-year assurance argument review
- Name change of reports for clarity
- Increased departmental submission of expected final reports (now called Findings Reports) from ~67% to ~85%.
- Creation of a participant survey

- Survey results were general positive with room for growth. Contact me if you would like specifics.

Charges for Academic Year (AY) 2024-2025

These are the approved charges for this year:

- Communicate and coordinate with the institution about ASK activities, events, and due dates, including the Planning Report due date, the Findings Report due date, and Dialogue Day.
- Review methods for reporting on the measuring, collecting, and disseminating of the assessment of Institutional Learning Outcomes (ILOs) and/or Program Learning Outcomes (PLOs).
- Facilitate Dialogue Day activities.
- Develop recommendations related to the assessment of co-curricular activities at NPC in collaboration with faculty and non-faculty.
- Refine the assessment cycle process and propose changes as needed.
- Provide department-level support to improve the alignment of assessment activities and incorporate ILOs and/or PLOs.
- Collaborate with the Dean of Arts & Sciences and NPC General Education ATF lead to review the assessment approach for general education programs and update it as needed.
- Make recommendations for integrating ASK information into the Faculty Handbook and Faculty Mentor program to ensure new NPC faculty learn about ASK.

Committee Composition 2024-2025

This is the approved composition list for this year. You may view our current membership on our [SharePoint site](#).

- The Chair is selected by the subcommittee to serve a two-year term and may be re-appointed for an additional term. The Chair must be full-time faculty with an on-site or hybrid contract and receives a three-load reduction per semester.
- The Vice-Chair is selected by the subcommittee.
- The minimum required membership is nine members. Additional members will be determined by the Chair in collaboration with ASK members.
- Membership must include at least six faculty voting members with a minimum of one from each of the following areas: – Arts and Sciences (A&S), Career and Technical Education (CTE), and Nursing or Allied Health, plus the Curriculum Coordinator.
- Membership must include the Director of Institutional Effectiveness
- Membership must include at least one additional non-faculty member.
- All members have voting capabilities.

Additional Goals

In addition to the above charges, ASK has additional goals to:

- Complete a working guidance document for incoming chairs
 - We discussed this last year but did not complete it
- Increase participation in Dialogue Day
 - We are exploring making this a hybrid event
- More robustly engage the Instructional Council in editing our forms
- Continue our positive movement vis-à-vis ASK participation

Thank you for your time,

Michael Broyles, PhD
Curriculum Coordinator
ASK Chair

Navajo County Community College District Governing Board Meeting Minutes

June 18, 2024 – 10:00a.m.

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

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

Governing Board Member Absent:

Others Present: Interim President Michael Solomonson; CIO Michael Jacobs; Betsy Wilson; Patrick Day; Marlena Day; Rich Chanick; Russell Kupfer; Justin White; Nicole Ulibarri; Norvita Charleston; Melody Niesen; Jeremy Raisor; Ruth Zimmerman; Lance Heister; Karen Zimmerman; Amanda Sutter; Colleen Marsh; Judy Yip-Reyes; VPAS Maderia Ellison; Talaina Fisher; Wei Ma; Janalda Nash; Karen Baker; Tabitha Stickel; Natalie Kee; Lia Keenan; Erin Pugh

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 adopt the agenda. Mr. Leslie made a motion to adopt the agenda. Mr. Lucero seconded the motion.

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

Agenda Item 3: Administrator Emeritus Award

VPLSS Mike Solomonson presented the Administrator Emeritus Award to Patrick Day.

Agenda Item 4: Call for Public Comment

None.

Agenda Item 5: Discussion Items

5.A.1. Financial Position

Director Russell Kupfer expanded on the report provided in the packet.

Mr. Lucero asked about an abnormality on the chart from the 2019-2020 fiscal year. Director Kupfer said he did not have an answer for the abnormality.

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

No report.

5.A.3. NPC Faculty Association

No report.

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

A written report was provided in the document.

No questions.

5.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. Director Wilson also introduced Karen Zimmerman, the new Development Coordinator.

No questions.

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

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

No questions.

5.A.7. Human Resources

A report was provided in the packet.

No questions.

5.A.8. Construction Report

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

Ms. Laughter asked if preference would be given to a Navajo architect for the Kayenta project. Director White responded that an architect had already been contracted for this project. Ms. Laughter asked if that was also the case for the design work. Director White responded that, yes, a designer had already been contracted.

Ms. Laughter expressed that there was cultural consideration and she would like to see some Navajo representation on the Kayenta construction project. Director White responded that there were construction companies working on Tribal Lands and he believed that this project would employ local individuals. VPAS Ellison expanded on Director White's response adding that Stakeholders and community members would have an opportunity for input on this project once a construction firm was selected.

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

Project Manager Colleen Marsh addressed the Board with an update.

No questions.

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

Chair Robinson gave an update to upcoming events and legislative approval of the State budget.

No questions.

Agenda Item 6: Higher Learning Commission Financial Ratios

Director Russell Kupfer expanded upon the HLC financial ratios.

No questions.

Agenda Item 7: President's Summary of Current Events

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

Ms. Sekayumtewa asked for a written report on the VPLSS responsibilities. Interim President Solomonson said he would provide one in the DGB weekly report.

Agenda Item 8: Consent Agenda

- A. May 21, 2024 Board Meeting Minutes** (Farah Bughio)
- B. May 21, 2024 Special Meeting Minutes** (Farah Bughio)
- C. May 21, 2024 Truth in Taxation Meeting Minutes** (Farah Bughio)
- D. May 21, 2024 Proposed Budget Hearing Meeting Minutes** (Farah Bughio)
- E. 2025 CFO Resolution**
- F. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and Blue Ridge Unified School District NO. 32.
- G. 2024-27 Dual Enrollment Intergovernmental Agreement** between Navajo County Community College District and Blue Ridge Unified School District NO. 32.
- H. 2024-27 Dual Enrollment Intergovernmental Agreement** between Navajo County Community College District and Joseph City Unified School District No. 2.
- I. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and Joseph City Unified School District No. 2.
- J. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and Edkey, Inc – Sequoia Village School.
- K. 2024-27 TALON Intergovernmental Agreement** between Navajo County Community College District and Ganado Unified School District NO. 20.
- L. 2024-27 Dual Enrollment Intergovernmental Agreement** between Navajo County Community College District and Chinle Unified School District NO. 24.

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

The Board took a break at 10:55am and resumed at 10:58

Agenda Item 9: For Discussion and Possible Action

9.A. Old Business

Presidential Compensation.

The Board voted to move this item off the table and open for discussion.

*Ms. Laughter made a motion to remove Presidential Compensation from the table and into discussion. Ms. Sekayumtewa seconded the motion. **The motion carried upon a roll-call vote with Ms. Laughter, Ms. Sekayumtewa and Chair Robinson voting in favor. Mr. Lucero and Mr. Leslie voted against.***

Director Lance Heister led the Board in a discussion of whether or not the Presidential compensation range should be increased for the incoming President.

Mr. Lucero expressed that he didn't feel NPC was being compared to similar community colleges when considering the compensation ranges at other institutions. Director Heister responded by saying that it is very difficult to find an institution like NPC and that using a Carnegie comparison was the best way to attempt a comparison.

Ms. Laughter reiterated the uniqueness of NPC and stated that a higher compensation should be given based on the area that NPC's President is expected to cover. Ms. Laughter also suggested more Vice Presidents to cover the various areas so that the President would not have to.

Mr. Leslie expressed that the President represents everyone and it sounds like an issue of the President being able to be present in all locations. Mr. Leslie further expressed that there were multiple issues that needed to be addressed before an honest and fair conversation could be had.

Ms. Sekayumtewa commented that a higher compensation would lead to a more quality President.

Mr. Leslie expressed that Ms. Laughter has the same concerns at every meeting and that they are not being addressed which makes it difficult for the Board to be effective in their role.

Chair Robinson agreed with Mr. Leslie and stated that this issue could not be addressed in this moment, but perhaps a work session could be scheduled to address these issues.

Chair Robinson continued with the current estimated salary and how that compared to a neighboring community colleges. Chair Robinson proposed a range and asked the Board what they wanted to do. Mr. Lucero responded that no matter the range the candidate would want the maximum.

Mr. Lucero continued that NPC was the highest paying employer in the county. Chair Robinson responded that Summit was most likely the highest paying employer. Mr. Lucero continued that

the tax payers needed to be considered in this decision. Ms. Laughter expressed that the NPC President was far from the highest paid employee in the county.

Ms. Laughter expressed that the minimum qualification should be a Ph.D. and the compensation range should be raised in order to not lose future Presidents. Mr. Lucero responded that the past Presidents have left due to retirement.

Chair Robinson reiterated that range needed to be decided upon. Mr. Lucero asked what the range was when President Hazelbaker was hired. Chair Robinson said he did not know the exact numbers and did not have access to those files.

Ms. Laughter suggested tabling the agenda item once more, requesting the previous range and scheduling a meeting the following week to continue the discussion. Mr. Robinson responded that there was already a request for a special meeting on June 27 and stated that there was motion to table this agenda item and asked for a second.

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

9.B. New Business

9.B.1. Request to Accept Economic Transition Resources Grant

Workforce and Economic Development Officer Rich Chanick requested the Board accept funds from the ETR Grant.

Mr. Lucero asked what matching funds NPC was expected to pay and what the cost of personnel would be. WEDO Chanick responded that there would not be any matching funds or cost to NPC during construction.

Mr. Lucero asked about the cost once the construction was complete. WEDO Chanick responded that there was a lot of time and consideration regarding the sustainability of this new center and that through tuition and other grants it should offset costs to NPC.

Mr. Lucero asked if there were current grants to fund personnel. WEDO Chanick responded that grant opportunities in three years is currently unknown. Interim President Solomonson added that President Hazelbaker had spent time speaking with faculty about commuting to the Kayenta Center and working out cost and that it was something that could be reasonably budgeted. Ms. Laughter added that the Kayenta Center operating cost will come out of the NPC budget and that the grant was awarded specifically for this building project.

*Mr. Leslie made a motion to accept funds for the ETR Grant in the amount of \$8,895,684. Ms. Laughter seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumtewa and Chair Robinson voting in favor. There were no votes against.***

Ms. Laughter expressed her gratitude for those involved in the grant process.

9.B.2. Request to Approve Annual Jenzabar Support and Maintenance

CIO Michael Jacob requested the Board approve annual Jenzabar support and maintenance.

*Mr. Leslie made a motion to approve annual Jenzabar support and maintenance for 2024-25 in the amount of \$383,629.86. Mr. Lucero seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumtewa and Chair Robinson voting in favor. There were no votes against.***

9.B.3. Request to Approve Annual Microsoft Volume Licensing for 2024-25

CIO Jacob requested the Board approve the annual Microsoft Volume Licensing for 2024-25

Mr. Lucero asked for clarification on whether this was a one-year contract. CIO Jacob responded that, yes, the contract is for one year.

Chair Robinson asked if this gave students access to Office 365. CIO Jacob responded, yes.

*Mr. Leslie made a motion to approve annual Microsoft Volume Licensing for 2024-25 in the amount of \$79,579.66. Mr. Lucero seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumtewa and Chair Robinson voting in favor. There were no votes against.***

9.B.4. Request to Approve Microwave Tower Equipment Replacement and Upgrade Contract

CIO Jacob requested the Board approve microwave tower equipment replacement and upgrade contract.

Mr. Lucero asked what the life expectancy was. CIO Jacob responded at least five years.

Mr. Lucero asked how many towers. CIO Jacob responded 12 and that the contract included all licensing.

Chair Robinson asked if the contract also included inspection costs. CIO Jacob responded, yes.

Mr. Lucero stated that was about \$320,000 a tower. CIO Jacob responded, sure.

Mr. Lucero asked when broadband was expected to arrive in the region. CIO Jacob responded that was one of the reasons this agenda item wasn't presented sooner as they were expanding broadband in the area. CIO Jacob continued that the current projections are about ten years out from the region receiving broadband.

*Mr. Lucero made a motion to approve microwave tower equipment replacement and upgrade contract in the amount of \$1,225,044.27. Mr. Leslie seconded the motion. **The motion carried***

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

Chair Robinson asked how soon this process would start, as to not interfere with students. CIO Jacob stated that the company was ready to start, so hopefully by July and before monsoon season. CIO Jacob added that there was enough redundancy with towers that it shouldn't lead to any interruption for students or employees.

9.B.5. Presidential Profile

The Board discussed the Presidential profile. Chair Robinson added a few additional edits.

Ms. Laughter recommended removing the Master's degree under qualifications and requiring a Ph.D. Mr. Leslie recommended leaving the qualifications as is.

Ms. Laughter expanded upon her reasoning including that many Deans and others have doctorate degrees along with the issue of compensation.

Mr. Leslie made a motion to approve the President Profile as presented, including the edits. Mr. Lucero seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, and Chair Robinson voting in favor. Ms. Sekayumtewa voted against.

9.B.6. Request to Approve the Purchase of NEOED

Director Nicole Ulibarri requested the Board approve the purchase of NEOED.

Mr. Lucero asked if this would start July 1st. Director Ulibarri responded that it would not start July 1st, it would have to go through an implementation process and each module was 12 weeks.

Mr. Lucero made a motion to purchase NEOED for the amount of 255,325.10. Mr. Leslie seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumtewa and Chair Robinson voting in favor. There were no votes against.

The Board voted to hold a special meeting on June 27, 2024, at 12:30pm.

Mr. Lucero made a motion to have a special meeting on June 27, 2024, at 12:30pm. Mr. Leslie seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumtewa and Chair Robinson voting in favor. There were no votes against.

9.B.7. Canceling the July 16 Regular Meeting

The Board voted on canceling the July 16 regular meeting.

Mr. Leslie made a motion to cancel the July 16 regular meeting. Mr. Lucero seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Laughter, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.

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

Chair Robinson reviewed items for future needs. Mr. Lucero requested information on summer enrollment including the number of students enrolled in free classes, how many of those students reside within NPC's counties v. other counties and the cost to the college for faculty and other personnel.

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

Chair Robinson announced the community items in the next month.

Agenda Item 12: Announcement of Next Regular Meeting

August 20, 2024

Agenda Item 13: Adjournment

The meeting was adjourned at 11:57 p.m. upon a motion by Ms. Sekayumptewa and a second by Mr. Lucero. The motion carried upon a roll-call vote with Ms. Sekayumptewa, Ms. Laughter, Mr. Lucero, and Chair Robinson voting in favor. Mr. Leslie had to leave the meeting before adjournment. There were no votes against.

Respectfully submitted,



Farah Bughio
Recording Secretary to the Board

Navajo County Community College District Governing Board Meeting Minutes

June 27, 2024 – 12:30p.m.

Remote meeting.

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

Governing Board Member Absent:

Others Present: Interim President Michael Solomonson; Russell Kupfer; Justin White; Nicole Ulibarri; Talaina Fisher; Matt Weber; Farah Bughio; David Borofsky; Allison Landy

Agenda Item 1: Call to Order and Pledge of Allegiance

There was no Pledge of Allegiance as the meeting was remote.

Agenda Item 2: Adoption of Agenda

Chair Robinson asked if there was a motion to adopt the agenda. Mr. Lucero made a motion to adopt the agenda as modified with items 4A and 4B switched. Mr. Leslie seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Mr. Leslie, Ms. Sekayumptewa and Chair Robinson voting in favor. There were no votes against.

Agenda Item 3: Call for Public Comment

None.

Agenda Item 4: For Discussion and Possible Action

4.B. New Business

4.B.1. Request to Accept Bid on Goldwater Building Addition

Director Russell Kupfer requested that the Board accept a bid for \$4,752,502 by Low Mountain Construction to build the addition to the Goldwater building.

Mr. Lucero asked where Low Mountain construction was based out of and why there was such a large difference in bids. Director Justin White responded that the company was based out of Mesa and that they have done quite a bit of work in the White Mountain area. Director White continued that they had the same question regarding the cost but their bid fits the projected budget.

Mr. Lucero made a motion to approve the bid from Low Mountain Construction for the price of \$4,752,502. Mr. Lucero seconded the motion. The motion carried upon a roll-call vote with Ms.

Laughter, Ms. Sekayumtewa, Mr. Lucero and Mr. Leslie and Chair Robinson voting in favor. There were no votes against.

4.A. Old Business
Presidential Compensation.

The Board voted to move this item off the table and open for discussion.

*Chair Robinson made a motion to remove Presidential Compensation from the table and into discussion. Ms. Laughter seconded the motion. **The motion carried upon a roll-call vote with Ms. Laughter, Ms. Sekayumtewa, Mr. Lucero and Mr. Leslie and Chair Robinson voting in favor. There were no votes against.***

Chair Robinson thanked Director Ulibarri for being present and providing the previous compensation range.

Chair Robinson stated that the previous compensation range was \$185,000 - \$220,000 and asked if the Board would like to increase this range. Chair Robinson stated that \$185,000 was less than NPC was paying VPs. Interim Solomonson responded that was also less than they were paying him as Interim President and he would recommend increasing the minimum.

Chair Robinson stated that former President Hazelbaker was paid \$207,000.

Mr. Leslie suggested raising the minimum to \$207,000 and clarified if that was what the current Interim was making. Interim Solomonson responded that he was receiving a little lower than that figure but would recommend raising the base.

Ms. Laughter suggested to keep it lower than \$207,000 as the job description states Master's degree or higher. Ms. Laughter continued that she would entertain \$190,000 as the base. Mr. Lucero stated that he agreed with Ms. Laughter and that experience was also a consideration. Mr. Lucero continued that he would like to stay at \$185,000 and increase the cap to \$225,000 or \$230,000 based on education and experience.

Ms. Sekayumtewa asked if there could be a housing allowance in addition to the minimum of \$185,000. Ms. Sekayumtewa then asked for clarification on the requirement that the new President live in Holbrook. Ms. Sekayumtewa continued that a housing allowance would be better than a vehicle allowance if this was the case due to high house prices.

Ms. Laughter asked for the results of the Gallagher study for the President position and if the study considered the amount of campuses and square miles of NPC. Mr. Lucero responded that NPC was actually small and that other schools are not scattered but have a large student body. Mr. Lucero further stated that the Presidents that NPC has lost have not left due to money.

Interim Solomonson stated there should be more separation between the VP and President salaries.

Chair Robinson stated individuals with Masters and all but dissertations would be ranked lower during the Presidential search. Chair Robinson continued that he agreed with Interim Solomonson that \$185,000 was too low and suggested a range of \$207,000 - \$250,000 with consideration of a housing and vehicle allowance. Mr. Lucero responded that he didn't want someone to take the job for the money and then taking off in a year or two.

Chair Robinson asked if Mr. Leslie or Ms. Sekayumtewa wanted to add anything. Mr. Leslie suggested \$200,000 - \$235,000 or \$240,000. Ms. Laughter agreed on a range of \$200,000 - \$240,000 plus some benefits.

Mr. Lucero expressed his concerns over candidates having culture shock and the difficulty of finding someone with presidential experience. Mr. Lucero suggested that a three year bonus could be offered. Mr. Leslie asked if Mr. Lucero had a range. Mr. Lucero responded he supported a \$190,000 - \$235,000 or \$240,000 range with a promise of X amount of dollars after three years. Chair Robinson explained this was deferred compensation.

Chair Robinson stated that someone had asked about the Gallagher study and that he had pulled up the numbers. Chair Robinson shared the numbers of the five salaries that were reported in the study.

Ms. Sekayumtewa asked if the search team was involved in deciding the salary or if it was strictly up to the Board. Chair Robinson responded that it was up to Board and that the search team would provide three to four candidates but the Board would decide on the candidate, salary and benefits.

Ms. Laughter responded to Mr. Lucero's comment about culture shock and stated that ACCT was instructed to find someone who was culturally competent. Ms. Laughter also stated that she would like candidates to tour all of the campuses and centers and to bring their entire families.

Mr. Leslie stated that he would like to see the range as \$195,000 - \$240,000.

Mr. Lucero stated that he was present with Mr. Leslie and Mr. Lucero and they were coming to a consensus on the range.

Mr. Leslie asked if Ms. Sekayumtewa's suggestion of a housing allowance was going to be considered and if so, what would that look like. Mr. Lucero stated that a housing allowance should be used as a negotiating tool but that a car allowance should be included considering all of the driving.

Chair Robinson asked Interim Solomonson how many miles President Hazelbaker drove every year. Interim Solomonson said he couldn't remember the exact amount but knew it was a concern, especially with the wear and tear on the vehicle. Chair Robinson stated he believed it was around 40,000 miles per year in addition to trips out of district like Phoenix.

Chair Robinson stated that the suggestion was a salary range from \$195,000 - \$240,000 with a vehicle allowance and a possible housing allowance. Ms. Laughter stated that she agreed with that. Mr. Leslie asked for clarification on the range and benefits. Mr. Lucero suggested leaving the housing allowance out and negotiating this later.

Chair Robinson asked for a motion to set the range.

Mr. Lucero made a motion and Mr. Leslie seconded the motion. Ms. Sekayumtewa asked what the highest paid VP salary was. Interim Solomonson responded about \$179,000.

*Mr. Lucero made a motion to approve the salary range of 195,000 - \$240,000 with a car allowance of \$9,000 depending on experience. Mr. Leslie seconded the motion. **The motion carried upon a roll-call vote with Ms. Laughter, Ms. Sekayumtewa, Mr. Lucero and Mr. Leslie and Chair Robinson voting in favor. There were no votes against.***

Chair Robinson shared that he was working on a schedule for the candidates and elaborated on some of the details. Chair Robinson explained that he could not get candidates to Kayenta without them being here for a few days. Mr. Lucero said that was his question because he believes they should see Kayenta. Ms. Laughter stated that candidates should see of the college. Mr. Lucero added that candidate spouses should also be involved. Chair Robinson stated he would share that request with ACCT.

Agenda Item 5: Announcement of Next Regular Meeting

August 20, 2024

Agenda Item 6: Adjournment

*The meeting was adjourned at 1:14 p.m. upon a motion by Mr. Lucero and a second by Mr. Leslie. **The motion carried upon a roll-call vote with Ms. Sekayumtewa, Ms. Laughter, Mr. Lucero, Mr. Leslie and Chair Robinson voting in favor.. There were no votes against.***

Respectfully submitted,



Farah Bughio
Recording Secretary to the Board

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
SHONTO PREPARATORY SCHOOL**

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

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 11-952, § 15-342(13), § 15-701.01(F), and § 15-1445.

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

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

B. The term of this Agreement shall be from the Effective Date through June 30, 2027.

4. OBLIGATIONS OF COLLEGE

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

4.1 General Course Requirements

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

4.2 Instructors and Instruction

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

4.3 Policy and Procedure

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

4.4 Students with Disabilities

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

4.5 Reporting

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

5. OBLIGATIONS OF SCHOOL DISTRICT

- A. Shall provide classroom space, as agreed upon by the College and the District, to establish a distance education classroom. The space shall be made available and staffed in accordance with the College calendar and without regard to District holidays, days off, and early-release days.
- B. Shall provide to the College a list of course requests and anticipated enrollment by January 18th for any class to begin the following Fall semester, and September 1st for any classes to begin the following Spring semester.
- C. Shall ensure that each student enrolling in a course is aware that the student is participating in a college level course, even though provided at the school, and should

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

5.1 Policy and Procedure

- A. School District will ensure that each student seeking enrollment in a Concurrent Enrollment Course:
 - i. has completed the necessary College admissions and registration process;
 - ii. has completed College assessment examinations, if required by College;
 - iii. is aware the student is subject to both School District policies and procedures and College policies and procedures;
 - iv. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
 - v. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.
- B. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit

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

5.2 Students with Disabilities

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

5.6 Reporting

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

6. MUTUAL AGREEMENTS

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

6.1 The College Instructor

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

6.2 Students

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

6.3 Removal from Course

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

6.4 Schedule

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

ANT102 • Cultural Anthropology 3 credits
ART 101 • Understanding Art 3 credits
ECN 211 • Principles of Macroeconomics 3 credits
ENL 101 • College Composition I 3 credits
ENL 102 • College Composition II 3 credits
FDV 115 • Intro to Graphic Communication Technology 3 credits
FDV 116 • Computer Photographic Imaging 3 credits
FDV 220 • Film Aesthetics 3 credits
GEO 110 • World Regional Geography 3 credits
HIS 105 • U.S. History to 1877 3 credits
HIS 106 • U.S. History since 1877 3 credits
HIS 110 • Southwestern History 3 credits
HUM 150 • Humanities in the Western World I 3 credits
HUM 151 • Humanities in the Western World II 3 credits
MAT 152 • Advanced Algebra 3 credits
MAT 189 • Pre-Calculus Algebra/Trigonometry 3 credits
MAT 221 • Calculus I 4 credits
MAT 231 • Calculus II 4 credits
POS 110 • American Government 3 credits
PHL 150 • Comparative World Religions 3 credits
PSY 101 • Intro to Psychology 3 credits
PSY 240 • Developmental Psychology 3 credits
SOC 101 • Introduction to Sociology 3 credits
SPA 101 • Elementary Spanish I 4 credits

SPA 102 • Elementary Spanish II 4 credits
SPT 156 • History of Television 3 credits

6.6 Guidelines

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

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

7.1 Fees

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

7.2 Cost-Sharing

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

7.3 Supplies

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

7.4 Tuition

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

the extent such separate rates are established by this Agreement.

7.5 Billing Format

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

8. RECORDS

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

9. CONFIDENTIALITY

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

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

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

10.2 No Relief from Obligations

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

10.3 Disposition of Property

The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or

purchased by College for the program shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

11. RESPONSIBILITY

11.1 Conduct of Operations

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

11.2 Indemnification

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. NON-ASSIGNABILITY

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

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

16. ENTIRE AGREEMENT

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

17. INVALIDITY OF PART OF THE AGREEMENT

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

18. GOVERNING LAW

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

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

19. NOTICE

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

If to College:

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

If to School District:

Melanie Dewakuku, Superintendent
Shonto Preparatory School
P.O. Box 7900
Shonto, AZ 86054

COLLEGE


SCHOOL DISTRICT

By: Dr. Chato Hazelbaker
Title: President



By: Melanie Dewakuku
Title: Superintendent

Date



Date

REVIEWED AND APPROVED AS TO FORM

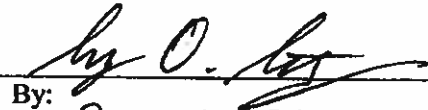
Pursuant to A.R.S. §11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.

By: Kristin Mackin

Title: Attorney, Sims Mackin

Counsel for Navajo County Community
College District

Date:



By:

Sesaly Stamps

Title: Attorney, DeLencini McDonald

Counsel for Shonto Preparatory School

Date: 7/9/2024

EXHIBIT A
TYPE OF INSTRUCTION
CONCURRENT ENROLLMENT COURSES

COURSES AND CREDITS

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

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

- ANT102 • Cultural Anthropology 3 credits
- ART 101 • Understanding Art 3 credits
- ECN 211 • Principles of Macroeconomics 3 credits
- ENL 101 • College Composition I 3 credits
- ENL 102 • College Composition II 3 credits
- FDV 115 • Intro to Graphic Communication Technology 3 credits
- FDV 116 • Computer Photographic Imaging 3 credits
- FDV 220 • Film Aesthetics 3 credits
- GEO 110 • World Regional Geography 3 credits
- HIS 105 • U.S. History to 1877 3 credits
- HIS 106 • U.S. History since 1877 3 credits
- HIS 110 • Southwestern History 3 credits
- HUM 150 • Humanities in the Western World I 3 credits
- HUM 151 • Humanities in the Western World II 3 credits
- MAT 152 • Advanced Algebra 3 credits
- MAT 189 • Pre-Calculus Algebra/Trigonometry 3 credits
- MAT 221 • Calculus I 4 credits
- MAT 231 • Calculus II 4 credits
- POS 110 • American Government 3 credits
- PHL 150 • Comparative World Religions 3 credits
- PSY 101 • Intro to Psychology 3 credits
- PSY 240 • Developmental Psychology 3 credits
- SOC 101 • Introduction to Sociology 3 credits
- SPA 101 • Elementary Spanish I 4 credits
- SPA 102 • Elementary Spanish II 4 credits
- SPT 156 • History of Television 3 credits

EXHIBIT B

FINANCIAL PROVISIONS

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

1. INSTRUCTORS

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

- School District shall provide and pay all instructors.
- College shall provide and pay all instructors.
- Each party shall provide and pay for instructors as follows:

2. PAYMENTS TO THE SCHOOL DISTRICT:

N/A

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

TUITION:

College tuition is Seventy-three Dollars (\$ 73) per credit hour for each in-county/in-state student; 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. Payment is due to the college prior to FTSE date each semester.

ADDITIONAL FEES AND/OR COSTS:

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

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

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

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

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

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

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

5. FINANCIAL AID

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

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

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

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

N/A

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

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$ 1,512,300

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 the City of Holbrook, 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 July 31, 2027. Any party may terminate the Agreement as of the end of any fiscal year by providing at least thirty (30) days’

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

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

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

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

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

11. **Insurance.** The participants 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 CITY OF HOLBROOK

By: Sharon Jakubowski Walz
Authorized Signee

Print Name: Sharon Jakubowski Walz

ATTEST: Jx Hunt

Board Clerk

Date: 7/24/24

NAVAJO COUNTY COMMUNITY
COLLEGE DISTRICT

By: _____

Print Name: _____

Date: _____

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

This Intergovernmental Agreement (“Agreement”) is made pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 among Navajo County Community College District (“District”) and the Round Valley Police Department 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 July 31, 2027. Any party may terminate the Agreement as of the end of any fiscal year by providing at least thirty (30) days’

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

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

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

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

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

11. **Insurance.** The participants 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 Springerville

By: Shelly Reidhead
Authorized Signee

Print Name: Shelly Reidhead, Mayor

ATTEST: Hewi Munn

Board Clerk

Date: July 17, 2024

NAVAJO COUNTY COMMUNITY
COLLEGE DISTRICT

By: _____

Print Name: _____

Date: _____

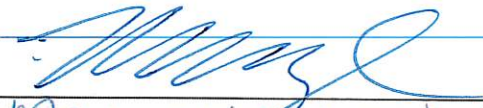
ATTEST: _____

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.



Mangum West Stoops & Worden PLLC
Attorney for Town of Springville

Kristin M. Mackin

Attorney for Navajo County Community College District

Presidential Finalists Site Visit

Recommendation:

As Chair of the Presidential Search Team, I recommend having the finalists on-site for two days, with the visits staggered per the attached schedule (which is not yet final – but very close).

Summary:

During the June District Governing Board meetings, several members expressed the desire to have the NPC President finalists visit all 9 locations for meet-and-greets, plus public forums at the north and south regions of the district. The sentiment was that if the candidate was serious about coming to NPC, they would “invest” the time to see the vastness of the district, and the challenges our students face.

A draft schedule, taking the finalists to all 9 locations, was prepared. To include the various meetings, public forums and “windshield time” required five (5) full days with a different hotel each evening. This would stretch the on-site interview process to three (3) or four (4) weeks – depending on the number of finalists.

This information was shared with our ACCT Consultant, Dr. Sandra Caldwell, who then asked several of the potential applicants (who are current presidents or vice presidents) about committing to a 5-day site visit. The unanimous response was that it would put their current position at risk for a “possible” job at NPC. She strongly recommended against the 5-day schedule.

Based on her recommendation, and input from several of the Search Team members, tweaks were made to the 2-day schedule to include a visit to the Hopi Center; brief tours of all four (4) campuses; an early evening public forum in Winslow; a mid-morning public forum in Show Low; meetings with direct reports (*aka* President’s Extended Cabinet), Leadership Council, and the Search Team; combining the DGB interview with an informal dinner meeting in Winslow; and concluding the site visit with a dinner meeting with interim President Solomonson. The full DGB needs to provide direction as to whether the finalists will be on-site for two-day or five-day visits.

Presidential Finalists On-Site Visit Proposed Schedule

Date	Oct. 28	Oct. 29		Oct. 30		Oct. 31		Nov. 1						
Finalist	A – Day 1	A – Day 2	B – Day 1	B – Day 2	C – Day 1	C – Day 2	D – Day 1	D – Day 2						
7:45 a.m.	NPC ambassador picks up candidate at Winslow hotel. CM=Campus/Center Manager													
8:00 a.m.	CM leads tour of LCC	Travel to WMC	CM leads tour of LCC	Travel to WMC	CM leads tour of LCC	Travel to WMC	CM leads tour of LCC	Travel to WMC						
8:15 a.m.														
8:30 a.m.									Travel to Hopi Center	Travel to Hopi Center	Travel to Hopi Center	Travel to Hopi Center	Travel to Hopi Center	Travel to Hopi Center
8:45 a.m.														
9:00 a.m.														
9:15 a.m.														
9:30 a.m.									Break	Break	Break	Break	Break	
9:45 a.m.														
10:00 a.m.	CM leads tour of Hopi Center, meet & greet	CM leads tour of WMC	CM leads tour of Hopi Center, meet & greet	CM leads tour of WMC	CM leads tour of Hopi Center, meet & greet	CM leads tour of WMC	CM leads tour of Hopi Center, meet & greet	CM leads tour of WMC						
10:15 a.m.														
10:30 a.m.		South Public Forum		Travel to Holbrook		Travel to Holbrook			Travel to Holbrook	Travel to Holbrook	Travel to Holbrook			
10:45 a.m.														
11:00 a.m.														
11:15 a.m.														
11:30 a.m.		Lunch @ Persnikkity's, The House. Mattie's, Licano's		Lunch with Dr. Bughio @ Bienvenidos, Studio 66		Lunch @ Persnikkity's, The House. Mattie's, Licano's			Lunch with Dr. Bughio @ Bienvenidos, Studio 66	Lunch @ Persnikkity's, The House. Mattie's, Licano's	Lunch with Dr. Bughio @ Bienvenidos, Studio 66			
11:45 a.m.														
12:00 p.m.	Lunch with Dr. Bughio @ Tom & Susie's, Bienvenidos, Studio 66	Travel to SCC	Travel to SCC	Travel to SCC	Travel to SCC	Travel to SCC	Travel to SCC							
12:15 p.m.														
12:30 p.m.	CM leads tour of PDC	CM leads tour of PDC	CM leads tour of PDC	CM leads tour of PDC	CM leads tour of PDC	CM leads tour of PDC	CM leads tour of PDC							
12:45 p.m.														
1:00 p.m.	Meet with Leadership Council	CM leads tour of SCC	Meet with Leadership Council	CM leads tour of SCC	Meet with Leadership Council	CM leads tour of SCC	Meet with Leadership Council	CM leads tour of SCC						
1:15 p.m.														
1:30 p.m.														
1:45 p.m.		Travel to PDC		Travel to PDC		Travel to PDC			Travel to PDC	Travel to PDC				
2:00 p.m.														
2:15 p.m.	Break	Break	Break	Break	Break	Break								
2:30 p.m.														
2:45 p.m.	Meet with Executive Cabinet	Meet with Search Team	Meet with Executive Cabinet	Meet with Search Team	Meet with Executive Cabinet	Meet with Search Team	Meet with Executive Cabinet	Meet with Search Team						
3:00 p.m.														
3:15 p.m.														
3:30 p.m.	Travel to Winslow	Break	Travel to Winslow	Break	Travel to Winslow	Break	Travel to Winslow	Break						
3:45 p.m.														
4:00 p.m.		Dinner Meeting with Interim President		DGB Interview & Dinner @ La Posada		Dinner Meeting with Interim President			DGB Interview & Dinner @ La Posada	Dinner Meeting with Interim President	DGB Interview & Dinner @ La Posada			
4:15 p.m.														
4:30 p.m.														
4:45 p.m.														
5:00 p.m.		Travel to Winslow hotel		Travel to Winslow hotel		Travel to Winslow hotel			Travel to Winslow hotel	Travel to Winslow hotel				
5:15 p.m.														
5:30 p.m.														
5:45 p.m.	Travel to LCC	North Public Forum	Travel to LCC	North Public Forum	Travel to LCC	North Public Forum	Travel to LCC							
6:00 p.m.														
6:15 p.m.														
6:30 p.m.														
6:45 p.m.														
7:00 p.m.														
7:15 p.m.														
7:30 p.m.														
7:45 p.m.														
8:00 p.m.	Travel to Hotel	Travel to Hotel	Travel to Hotel	Travel to Hotel	Travel to Hotel	Travel to Hotel	Travel to Hotel							

† Depending on number of finalists, Team remains to make recommendation to DGB.

Presidential Finalist 5-Day On-Site Visit Schedule

Date	Monday	Tuesday	Wednesday	Thursday	Friday							
7:45 a.m.	P/U @ Winslow Hotel	Breakfast	P/U @ Holb Hotel	P/U @ SL Hotel	P/U Holb Hotel							
8:00 a.m.	CM leads tour of LCC		Travel to St. Johns	CM leads tour of WMC	CM leads PDC tour							
8:15 a.m.												
8:30 a.m.	LCC Meet & Greet						PDC Meet & Greet					
8:45 a.m.							Hotel Check-Out					
9:00 a.m.							Travel to Keams Canyon via Pinon					
9:15 a.m.							Tour Cosmo/Weld					
9:30 a.m.	Travel to Kayenta with Lunch in Chinle or Many Farms						Travel to Center					
9:45 a.m.							St. Johns Center Meet & Greet					
10:00 a.m.	AZ Time used: Local is 1 hour later						Travel to Springerville					
10:15 a.m.												
10:30 a.m.							Break					
10:45 a.m.			Meet with Search Team									
11:00 a.m.			Lunch at The House or Persnikitty's									
11:15 a.m.												
11:30 a.m.												
11:45 a.m.					Break							
12:00 p.m.					Travel to Taylor	Lunch						
12:15 p.m.					Lunch at Keams Canyon Inn							
12:30 p.m.		Springerville Center Meet & Greet										
12:45 p.m.		Tour NATC										
1:00 p.m.		Meet with DGB										
1:15 p.m.		Travel to Hopi Center										
1:30 p.m.		Hopi Center Meet & Greet			Travel to Whiteriver via SR 260		CM leads SCC tour					
1:45 p.m.				SCC Meet & Greet								
2:00 p.m.												
2:15 p.m.												
2:30 p.m.				Travel to Holbrook								
2:45 p.m.	Tour New Location					Travel to PDC						
3:00 p.m.												
3:15 p.m.	Break					Break/CM leads tour Whiteriver Center Meet & Greet	Break					
3:30 p.m.	Kayenta Center Meet & Greet							Travel to Winslow ? End of Site Visit				
3:45 p.m.												
4:00 p.m.								Holb Hotel Check-In				
4:15 p.m.												
4:30 p.m.	Hotel Check-In							Travel to Show Low Hotel				
4:45 p.m.	Dinner											
5:00 p.m.												
5:15 p.m.				Dinner	PDC Public Forum							
5:30 p.m.												
5:45 p.m.												
6:00 p.m.												
6:15 p.m.												
6:30 p.m.												
6:45 p.m.												
7:00 p.m.			To Holb Hotel									
7:15 p.m.												
7:30 p.m.												
7:45 p.m.												

Request to Approve the 2025-2030 NPC Strategic Direction Statements

Recommendation: Staff recommends the approval of the two Strategic Direction Statements below

Budget Information: No budget is required.

Summary: The Northland Pioneer College Leadership Council (LC) was charged in November 2023 by former NPC President, Dr. Chato Hazelbaker, with identifying and articulating broad, strategic directions for the period from 2025-2030, in order to lay the foundation for the annual strategic planning process. The LC group began by assessing the college's mission and vision statements, based on feedback from faculty and staff. Then, using various instruments and methods, the LC collected feedback from all stakeholder groups: students, community members, business and industry, and faculty and staff. Through a series of work sessions, the LC group analyzed the feedback, identified ideas that emerged across all stakeholder groups, and placed them into comprehensive, thematic categories. The LC group then used these categories to generate the two statements below. Each of the statements will serve to guide the development of annual priority action plans.

Strategic Direction 1

Facilitating Enduring Student Success

Northland Pioneer College supports long-term, individualized student success, both inside and beyond the college, by providing rigorous and carefully assessed programs and courses, and by building lasting relationships that help students identify and adjust their goals and access resources that help them persist and overcome obstacles.

Strategic Direction 2

Cultivating Institutional Excellence

Northland Pioneer College cultivates and sustains a healthy, value-driven institutional culture that incorporates continuous, fiscally-responsible and data-informed integrated strategic planning, effective shared governance, clear internal processes, and constructive communication to support student success and sustain productive relationships within the NPC community and the communities it serves.

Request to Establish A Contingency for the Goldwater Welcome Center Addition

Recommendation:

Staff recommends establishing an owner contingency in the amount of \$950,000 to cover any unexpected costs for the addition to the Goldwater Building at the Show Low Campus. The renovated building will become known as the Goldwater Welcome Center and will create a one stop shop for student services.

Summary:

A construction contract was awarded to Low Mountain Construction, Inc. on June 27, 2024 for \$4,752,502.

The owner contingency will cover unexpected costs during the construction process and help move the project forward in a timely manner.

Construction Award	\$4,752,502
Contingency Rate	20%
Contingency Amount	\$ 950,000

During the construction of the Skills Center at the Show Low Campus, an owner contingency was established using a rate of 20% or \$2.5 million. The revised budget was \$14.5 million with total spending of \$13.8 million using over 15% of the owner contingency.

The Director of Facilities & Transportation, who is responsible for NPC construction activities, the architects, the contractor and members of the President’s Cabinet will review and assess any unexpected costs. Any changes that need to be implemented will result in a change order and charged against the contingency.

Request to Proceed with a Construction Manager at Risk

Recommendation:

Staff requests authorization to engage the services of CORE Construction. They will serve as the Construction Manager at Risk (CMAR) for the new Kayenta Center.

Procurement Process and Budget Information:

NPC advertised the Request for Qualifications (RFQu) AS #24-02 to the public for the Kayenta Center project on June 12, 2024. Three statements of qualifications were submitted to the selection committee. By following the RFQu guidelines, the applicants were graded solely on their qualifications. The highest scoring applicant was CORE Construction. The selection committee followed up by having an interview with CORE Construction and unanimously agreed that they are the most qualified contractor.

The CMAR will work with NPC and the architects to create a facility that will meet the colleges needs and that the project will be built within NPC's budget. Within the next six months the CMAR, NPC and architects will determine the pre-construction costs and a guaranteed maximum price (GMP) for this project. The pre-construction costs and GMP will be presented to the District Governing Board at a later date for its review and approval.

Pre-construction costs and GMP price will be paid for by the \$8,895,684 grant received from the Arizona Commerce Authority.

Benefits of using a Construction Manager at Risk:

NPC normally follows a design-bid-build process for construction. To expedite the overall timeline of the Kayenta Center project NPC determined a CMAR was more appropriate.

A CMAR is an agent of NPC contracted to complete the Kayenta project within a GMP. The CMAR acts as an advocate for NPC on both design and construction phases of the project to ensure the costs remain below the GMP. Designers are able to work collaboratively with contractors from an early stage to ensure the feasibility, value engineering/construction and keeping the project on schedule. If the project exceeds the limit, the construction manager will be financially liable for any additional costs. There will not be any costs above the GMP unless NPC asks for changes via a Change Order. The CMAR can make decisions quicker and cost effective while acting in the best interest of NPC.

Attachments:

Scoring sheets and bid tabulation.



Northland Pioneer College

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

IFB AS #24-02 Bid Tabulation

REQUEST FOR QUALIFICATIONS (RFQu)

Kayenta Center CMAR

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT dba NORTHLAND PIONEER COLLEGE

10:00 P.M., Arizona time

June 23, 2024

Page 1 of 1

Vendor	Date Received	Time Received	RFP Submission Received By	Bid Submitted
CORE Construction	7/18/2024	11:16 AM	Original Submission - Bonfire Integrated Portal	All required documents present
Builders United, LLC	7/18/2024	08:24 AM	Original Submission - Bonfire Integrated Portal	All required documents present
Low Mountain Construction, Inc.	7/18/2024	11:10 AM	Original Submission - Bonfire Integrated Portal	All required documents present
They Love Abe	6/20/2024	01:08 PM	Original Submission - Bonfire Integrated Portal	Applicate eliminated. Not a contractor.

WE HEREBY CERTIFY THIS IS A TRUE AND ACCURATE TABULATION OF THE STATEMENT OF QUALIFICATIONS RECEIVED FOR THE ABOVE REFERENCED REQUEST FOR QUALIFICATIONS ON July 18,2024.

Request for Qualifications due on July 18, 2024 at 5:00 P.M., Arizona time Received by: Russell Kupfer on July 18, 2024.

Qualifications Opening Attendees: Russell Kupfer, Justin White, Rob Bass and Frank Pinnell

Navajo County Community College District dba Northland Pioneer College

RECORDED BY: Russell Kupfer

AS#24-02 - Kayenta Center Construction Manager at Risk

Project Overview

Project Details	
Reference ID	AS#24-02
Project Name	Kayenta Center Construction Manager at Risk
Project Owner	Russell Kupfer
Project Type	RFPQ
Department	Purchasing
Budget	\$0.00 - \$0.00
Project Description	It is Northland Pioneer College's intent to complete a higher education and skill development facility in Kayenta, Arizona in the northern Navajo Reservation that supports long-term economic growth while minimizing negative impacts on the community and the environment. Located ¼ mile North of Highway Junction 160/163 on Highway 163 behind the Kayenta Township Office and next to the Kayenta Library, the facility will advance the quality of life and the economic well-being of the affected region and neighboring communities.
Open Date	Jun 17, 2024 8:30 AM MST
Intent to Bid Due	Jul 11, 2024 5:00 PM MST
Close Date	Jul 18, 2024 5:00 PM MST

Highest Scoring Supplier	Score
CORE Construction	99.75 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Statement of Qualifications	Jul 23, 2024 10:47 AM MST	Russell Kupfer

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Frank Pinnell	Jul 23, 2024 11:18 AM MST	No
Rob Bass	Jul 23, 2024 12:07 PM MST	No
Justin White	Jul 23, 2024 12:12 PM MST	No
Russell Kupfer	Jul 23, 2024 10:49 AM MST	No

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
CORE Construction	Jul 18, 2024 11:16 AM MST	Todd Steffen	proposals@coreconstruction.com	NDcxNzMy
Builders United, LLC	Jul 18, 2024 8:24 AM MST	Rick Rainey	rickrainey@buildersunited.com	NDcxNTEw
Low Mountain Construction, Inc.	Jul 18, 2024 11:10 AM MST	Tyra Renshaw	trenshaw@lowmountain.com	NDcxNzIz
They Love Abe	Jun 20, 2024 1:08 PM MST	Abraham Ahmed	Abraham@theyloveabe.com	NDYwMTE1

Project Criteria

Criteria	Points	Description
A - Statement of Qualifications	100 pts	
A-1 - Company Description	5 pts	a. Description of the nature of the Offeror’s business; include a description of experience, competencies, and overall organizational capabilities. i. Name of firm ii. Number of years of business in this industry iii. Employer Identification Number iv. Dun and Bradstreet identification (D-U-N-S number) and indicate if Offeror is registered on SAM.gov. v. State sales tax rates/transaction privilege tax (TPT) license number vi. Volume/trade information vii. Listing of all applicable contractor’s license number(s) viii. Name of bonding company ix. Total bonding capability x. Other available services
A-2 - Proposed Project Team	20 pts	a. Corporate organization chart indicating key management team members indicating how the firm would staff and structure the proposed team for Pre-Construction and Construction Phases of the Project. Include delegation of responsibility and assignment of authority, and interaction points with the Owner and Architect. Differentiate between Home Office and field personnel. b. Description of the staff structure, the background, qualifications and relevant experience of key staff members involved in the project, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this project. Also state the current assignments for personnel proposed for the project, and the average percentage of each person’s time available for this project during the duration of the project. A Man Power Staffing Plan will be required for this contract and the owner must approve any substitute personnel c. Provide a resume of each proposed team member, specifically

		stating the experience and qualifications of individual personnel in providing Pre-construction and/or Construction Services. d. Members of the project team listed in the firm's submittal may not be removed from the project team without the prior written consent of the College.
A-3 - Self-Perormed Work	Pass/Fail	a. Indicate which elements of work your firm would propose to perform with its own forces. Describe your experience at performing similar self-performed work in the trade area of the Project during the last three (3) years.
A-4 - Firm Size & Work Load	5 pts	a. List current projects in progress, their size, phase, and estimated time of completion. Include significant projects on hold, which may become active during this project. List the firm's total number of staff and their responsibilities (e.g. 2 project directors, 4 project managers, 1 scheduler, 1 project estimator, 3 construction inspectors). Where staff members regularly perform multiple tasks, include them in the most responsible position for which they spend at least 25% of their time. Provide a chart showing the percentage of the firm's total work-hour capacity that your current work represents and estimate the percentage of the total work-hour capacity that this project would represent.
A-5 - Approach	20 pts	a. Overview of approach and description of methodology to be used include: i. Communication (provide a chart showing lines of communication among Owner, Architect and CMAR Firm) ii. Cost Control during design and renovation construction. iii. Mechanical and electrical cost management iv. Value engineering v. Scheduling vi. Qualification of Sub-contractors and Sub-contractors selection plan vii. Bid phase administration team breakdown viii. Name of onsite construction superintendent ix. Describe duties and responsibilities x. Describe your Safety Program xi. Change order procedures and negotiations xii. Describe how allowances and contingencies are handled

		<p>xiii. Describe how submittals and RFI's are handled xiv. Final start-up, testing and occupancy xv. As-built and O&M procedure xvi. Building Commissioning xvii. Coordination of pre-installation and regular meetings</p>
A-6 - Project Experience	20 pts	<p>a. List the following for all CMAR projects in progress or completed in the past three years. The College is particularly interested in project located in Navajo and Apache Counties and on the Navajo Nation Indian Reservation. (Verify that all names, addresses, and phone numbers are current. Any references called that is not current will be considered a negative response) i. Project Name ii. Owner, Address, Contact iii. Architect, Address Contact iv. Project Cost (budget, GMP, and final v. Completion Date (scheduled, substantial, and final vi. Project Size (s.f) vii. Project Type (new construction, renovation, addition, etc.) viii. Project Director (person responsible to the owner for the overall cusses of the project) ix. Project Manager (person responsible for coordinating the day-to-day work of the CMAR team) b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your business.</p>
A-7 - Schedule	15 pts	<p>a. The College desires to have the Kayenta Center Project complete by June 30, 2027. Provide the firm's interpretation of the desired schedule. If, in the firm's judgment, the firm cannot provide the normal standard of professional service within the attached schedule, present an alternate schedule and an explanation of why the enclosed schedule does not work.</p>
A-8 - Contract Services	15 pts	<p>a. Is the firm locally owned and operated? If not, how will the firm provide the contracted services; how will you implement your project approach described in number 4 above? (College cannot provide office space or equipment for the CMAR.). An on-site construction trailer may be provided by the Contractor for the</p>

		duration of construction activities. b. In addition, without indicating your costs, provide a definition of what would be covered under: i. General Conditions ii. General Requirements iii. Fees iv. Other areas of fees or costs
Total	100 pts	

Scoring Summary

Active Submissions

	Total	A - Statement of Qualifications	A-1 - Company Description	A-2 - Proposed Project Team	A-3 - Self-Performed Work
Supplier	/ 100 pts	/ 100 pts	/ 5 pts	/ 20 pts	Pass/Fail
CORE Construction	99.75 pts	99.75 pts	5 pts	20 pts	Pass
Low Mountain Construction, Inc.	88.75 pts	88.75 pts	5 pts	20 pts	Pass
Builders United, LLC	81.75 pts	81.75 pts	5 pts	20 pts	Pass

	A-4 - Firm Size & Work Load	A-5 - Approach	A-6 - Project Experience	A-7 - Schedule	A-8 - Contract Services
Supplier	/ 5 pts	/ 20 pts	/ 20 pts	/ 15 pts	/ 15 pts
CORE Construction	5 pts	20 pts	20 pts	14.75 pts	15 pts

	A-4 - Firm Size & Work Load	A-5 - Approach	A-6 - Project Experience	A-7 - Schedule	A-8 - Contract Services
Supplier	/ 5 pts	/ 20 pts	/ 20 pts	/ 15 pts	/ 15 pts
Low Mountain Construction, Inc.	5 pts	17.5 pts	15.25 pts	11.25 pts	14.75 pts
Builders United, LLC	3.5 pts	15.5 pts	12.5 pts	14.25 pts	11 pts

Eliminated Submissions

	A - Statement of Qualifications	A-1 - Company Description	A-2 - Proposed Project Team	A-3 - Self-Performed Work	A-4 - Firm Size & Work Load
Supplier	/ 100 pts	/ 5 pts	/ 20 pts	Pass/Fail	/ 5 pts
They Love Abe	0 pts	0 pts	0 pts	Fail	0 pts

	A-5 - Approach	A-6 - Project Experience	A-7 - Schedule	A-8 - Contract Services
Supplier	/ 20 pts	/ 20 pts	/ 15 pts	/ 15 pts
They Love Abe	0 pts	0 pts	0 pts	0 pts

Reason

Supplier	Disqualified by	Reason
They Love Abe	Russell Kupfer	Not a construction company

Proposal Scores

CORE Construction - Scoring Summary

Evaluation Group 1 - Statement of Qualifications

	Total	A - Statement of Qualifications	A-1 - Company Description	A-2 - Proposed Project Team	A-3 - Self-Peromed Work
Reviewer	/ 100 pts	/ 100 pts	/ 5 pts	/ 20 pts	Pass/Fail
Russell Kupfer	100 pts	100 pts	5 pts	20 pts	Pass
justin White	100 pts	100 pts	5 pts	20 pts	Pass
rob bass	100 pts	100 pts	5 pts	20 pts	Pass
Frank Pinnell	99 pts	99 pts	5 pts	20 pts	Pass
		Average:	5 pts	20 pts	Pass
		Consensus:	-	-	-
			↓	↓	↓

	Total	A - Statement of Qualifications	A-1 - Company Description	A-2 - Proposed Project Team	A-3 - Self-Performed Work
Reviewer	/ 100 pts	/ 100 pts	/ 5 pts	/ 20 pts	Pass/Fail
Calculated:	99.75 pts	99.75 pts	5 pts	20 pts	Pass

	A-4 - Firm Size & Work Load	A-5 - Approach	A-6 - Project Experience	A-7 - Schedule	A-8 - Contract Services
Reviewer	/ 5 pts	/ 20 pts	/ 20 pts	/ 15 pts	/ 15 pts
Russell Kupfer	5 pts	20 pts	20 pts	15 pts	15 pts
justin White	5 pts	20 pts	20 pts	15 pts	15 pts
rob bass	5 pts	20 pts	20 pts	15 pts	15 pts
Frank Pinnell	5 pts	20 pts	20 pts	14 pts	15 pts
	5 pts	20 pts	20 pts	14.75 pts	15 pts
	-	-	-	-	-

	A-4 - Firm Size & Work Load	A-5 - Approach	A-6 - Project Experience	A-7 - Schedule	A-8 - Contract Services
Reviewer	/ 5 pts	/ 20 pts	/ 20 pts	/ 15 pts	/ 15 pts
	↓	↓	↓	↓	↓
Calculated:	5 pts	20 pts	20 pts	14.75 pts	15 pts

Builders United, LLC - Scoring Summary

Evaluation Group 1 - Statement of Qualifications

	Total	A - Statement of Qualifications	A-1 - Company Description	A-2 - Proposed Project Team	A-3 - Self-Performed Work
Reviewer	/ 100 pts	/ 100 pts	/ 5 pts	/ 20 pts	Pass/Fail
Russell Kupfer	79 pts	79 pts	5 pts	20 pts	Pass
justin White	79 pts	79 pts	5 pts	20 pts	Pass
rob bass	73 pts	73 pts	5 pts	20 pts	Pass

	Total	A - Statement of Qualifications	A-1 - Company Description	A-2 - Proposed Project Team	A-3 - Self-Performed Work
Reviewer	/ 100 pts	/ 100 pts	/ 5 pts	/ 20 pts	Pass/Fail
Frank Pinnell	96 pts	96 pts	5 pts	20 pts	Pass
		Average:	5 pts	20 pts	Pass
		Consensus:	-	-	-
			↓	↓	↓
Calculated:	81.75 pts	81.75 pts	5 pts	20 pts	Pass

	A-4 - Firm Size & Work Load	A-5 - Approach	A-6 - Project Experience	A-7 - Schedule	A-8 - Contract Services
Reviewer	/ 5 pts	/ 20 pts	/ 20 pts	/ 15 pts	/ 15 pts
Russell Kupfer	3 pts	16 pts	10 pts	15 pts	10 pts
justin White	3 pts	16 pts	10 pts	15 pts	10 pts

	A-4 - Firm Size & Work Load	A-5 - Approach	A-6 - Project Experience	A-7 - Schedule	A-8 - Contract Services
Reviewer	/ 5 pts	/ 20 pts	/ 20 pts	/ 15 pts	/ 15 pts
rob bass	3 pts	10 pts	10 pts	15 pts	10 pts
Frank Pinnell	5 pts	20 pts	20 pts	12 pts	14 pts
	3.5 pts	15.5 pts	12.5 pts	14.25 pts	11 pts
	3.5 pts	15.5 pts	12.5 pts	-	-
	↓	↓	↓	↓	↓
Calculated:	3.5 pts	15.5 pts	12.5 pts	14.25 pts	11 pts

Low Mountain Construction, Inc. - Scoring Summary

Evaluation Group 1 - Statement of Qualifications

	Total	A - Statement of Qualifications	A-1 - Company Description	A-2 - Proposed Project Team	A-3 - Self-Performed Work
Reviewer	/ 100 pts	/ 100 pts	/ 5 pts	/ 20 pts	Pass/Fail
Russell Kupfer	90 pts	90 pts	5 pts	20 pts	Pass
justin White	91 pts	91 pts	5 pts	20 pts	Pass
rob bass	78 pts	78 pts	5 pts	20 pts	Pass
Frank Pinnell	96 pts	96 pts	5 pts	20 pts	Pass
		Average:	5 pts	20 pts	Pass
		Consensus:	-	-	-
			↓	↓	↓
Calculated:	88.75 pts	88.75 pts	5 pts	20 pts	Pass

	A-4 - Firm Size & Work Load	A-5 - Approach	A-6 - Project Experience	A-7 - Schedule	A-8 - Contract Services
Reviewer	/ 5 pts	/ 20 pts	/ 20 pts	/ 15 pts	/ 15 pts
Russell Kupfer	5 pts	20 pts	15 pts	10 pts	15 pts
justin White	5 pts	20 pts	16 pts	10 pts	15 pts
rob bass	5 pts	10 pts	10 pts	13 pts	15 pts
Frank Pinnell	5 pts	20 pts	20 pts	12 pts	14 pts
	5 pts	17.5 pts	15.25 pts	11.25 pts	14.75 pts
	-	17.5 pts	15.25 pts	-	-
	↓	↓	↓	↓	↓
Calculated:	5 pts	17.5 pts	15.25 pts	11.25 pts	14.75 pts

They Love Abe - Scoring Summary (Eliminated)

Evaluation Group 1 - Statement of Qualifications

	A - Statement of Qualifications	A-1 - Company Description	A-2 - Proposed Project Team	A-3 - Self-Performed Work	A-4 - Firm Size & Work Load
Reviewer	/ 100 pts	/ 5 pts	/ 20 pts	Pass/Fail	/ 5 pts
Russell Kupfer	0 pts	0 pts	0 pts	Fail	0 pts
justin White	-	-	-	-	-
rob bass	-	-	-	-	-
Frank Pinnell	0 pts	0 pts	0 pts	Fail	0 pts
	Average:	0 pts	0 pts	Fail	0 pts
	Consensus:	-	-	-	-
		↓	↓	↓	↓
Calculated:	0 pts	0 pts	0 pts	Fail	0 pts

		A-5 - Approach	A-6 - Project Experience	A-7 - Schedule	A-8 - Contract Services
Reviewer		/ 20 pts	/ 20 pts	/ 15 pts	/ 15 pts
Russell Kupfer		0 pts	0 pts	0 pts	0 pts
justin White		-	-	-	-
rob bass		-	-	-	-
Frank Pinnell	0 pts	0 pts	0 pts	0 pts	
	0 pts	0 pts	0 pts	0 pts	
	-	-	-	-	
	↓	↓	↓	↓	
Calculated:	0 pts	0 pts	0 pts	0 pts	

Request to Approve Additional Design Fees for the Goldwater Welcome Center

Recommendation:

Staff recommends approval to increase the design fees for SPS+ Architects related to the Goldwater Welcome Center in Show Low for \$43,645. The increase is related to the construction costs.

Procurement Process and Budget Information:

The increase in design fees will be covered by the \$5,000,000 reserve set aside for this building.

Summary:

The District Governing Board (Board) on February 21, 2023 awarded a contract to SPS+ to design the Goldwater Welcome Center, with an initial construction estimate of \$4,000,000. The design fees are calculated using the state approved rate for architectural services of 5.8% applied to the construction costs and related change orders known as the Guaranteed Maximum Price.

On June 27, 2024 the Board awarded the construction contract for the addition to the Goldwater Welcome Center to Low Mountain Construction, Inc. for \$4,752,502. This resulted in an increase in the design fee of \$43,645.

Construction Costs – Original	\$ 4,000,000
Design Fees - GMP rate of 5.8%	\$ 232,000
Additional Services	\$ 159,250
DGB Approved 2/21/23	<u>\$ 391,250</u>
Construction Costs – Updated	\$ 4,752,502
Design Fees - GMP rate of 5.8%	\$ 275,645
Additional Services	\$ 159,250
	<u>\$ 434,895</u>
Increase in Design Fee	\$ 43,645



7/18/2024
8/7/2024

Justin White
Facilities Director
Northland Pioneer College
102 N 1st Ave
Holbrook, AZ 86025

**RE: Northland Pioneer College Goldwater Student Services Building Addition
Additional Services Request – GMP Increase
SPS+ Architects Project No. E2300007**

Dear Mr. White,

Thank you for the opportunity to provide this proposal for additional Basic Services that were not included in the original scope of work for the project above.

Scope of Work/ Proposed Fee:

1. SPS+ Architects fee has been updated based on the adjusted scope and increased construction costs. Our scope of fee is based on 5.8% of the GMP amount. The previous GMP estimate amount of \$4,000,000 is being adjusted to \$4,752,502.

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

Sincerely,
SPS+ ARCHITECTS, LLP

Mark Davenport, AIA, LEED AP BD&C
Partner

Cc: SPS-AR@spsplusarchitects.com
Attachment A: SPS+ Architects Fee Calculation

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

Signature/Title

Date

Attachment A

SPS+ Architects - Fee Calculation
NPC, Goldwater Student Services Building Addition
Additional Services Request - GMP increase
7/18/2024 8/7/2024



Previous Construction Cost: \$ 4,000,000
Fee Percent 5.8%

Updated Construction Cost: \$ 4,752,502
Fee Percent 5.8%

Revised Basic Services:

Architectural & Engineering Design
(Based on Fee Percent & Construction Cost shown above) \$ 275,645
Previous SPS+ Fee (Basic Services) \$ (232,000)

Total Additional Fee: \$ 43,645

1/18/2023 REVISED
3/29/2023

Mr. David Huish
Director of Facilities
Northland Pioneer College
102 N 1st Ave
Holbrook, AZ 86025

**RE: Northland Pioneer College, Goldwater Student Services Building Addition
SPS+ Architects Fee Proposal**

Dear Mr. Huish:

Thank you for the opportunity to present our fee proposal to provide architectural and engineering services for the project above. The Scope of Work, Scope of Services and Proposed Fee are outlined below.

Scope of Work

SPS+ Architects shall provide full-service architectural design, structural, mechanical/plumbing, and electrical engineering including construction administration services for Northland Pioneer College in Show Low, Arizona. Scope of work to include:

New Classroom Building:

1. SPS+ to coordinate with the Client and Project team to design a new one-story, 10,000 SF Addition to the Goldwater Building.
2. The Addition will serve as Student Welcome Center with centralized student services and support spaces including Student Services Center, Advisor Offices, Coordinator Offices, Small Testing Room, and one (1) Conference Room.

Basic Scope of Services:

The following is an outline of proposed Basic Services that SPS+ Architects will provide as required to facilitate this project.

1. Existing Conditions Verification:
 - a. Conduct site visit to review the existing conditions through physical observation. Gather input from facility staff in these areas.
 - b. Includes one design (1) site visit by SPS+ Architects.
2. Schematic Design Services
 - a. Provide study of internal user group dynamics, using matrices, diagrammatic floor plan, and illustrative graphics.
 - b. Preparation of conceptual space plans.
3. Design Development Services
 - a. Provide design documents indicating areas, volume, plans, elevations, and sections of the proposed project. Drawings will indicate materials to be used along with Mechanical, Plumbing and Electrical systems.
 - b. Provide reviews with all applicable reviewing agencies for compliance with building codes.
 - c. Prepare an outline specification and coordinate within the design team.
 - d. Provide project administration for purposes of coordinating all disciplines and coordination with the Client.
 - e. Pre-Application Submittal or courtesy review meeting to AHJ as necessary.

4. Construction Documents Services
 - a. Provide a full set of completed construction documents and specifications for construction of project for this procurement.
 - b. SPS+ Architects will work with the project team to provide documents that meet the Client's approved construction dollar amount. SPS+ will utilize alternates within the documents to help meet the Client's budget.
 - c. SPS+ Architects will utilize industry standard care in preparation of Construction Documents.
 - d. SPS+ Architects will coordinate with the AHJ for code compliance and permit issuance.
5. Permit/ Bidding Assistance
 - a. SPS+ Architects will assist the Client in the permit and bidding process, answering questions and providing clarifications as needed.
 - b. SPS+ Architects will manage the permitting process as required with the AHJs including submission of plans and specifications, responses to review comments, and obtaining of permits. Any associated plan review and permit fees will be paid and billed to the Client as a direct reimbursable.
6. Construction Administration Services
 - a. Construction Administration Services will be provided as needed and may include construction meeting attendance, submittal review, RFI responses, pay application review, change order processing, and project closeout verification. Construction administration will be completed and carried out per industry standard of care. SPS+ anticipates construction to take place for 8 months and will provide two (2) site visits per month.

Additional Scope of Services:

1. Programming and Conceptual Design Services
 - a. Identify and determine Client's existing or new program by meeting with Client team and community partners as needed to develop scope for project.
2. 3D Renderings
 - a. SPS+ to provide up to four (4) 3D renderings as requested by the client of building and area of scope.
3. Design Site Trips are to be provided as an additional service from the Architect, Mechanical/ Plumbing, Electrical, and Structural Engineers within the allowance stated in Attachment A.
4. CA Site Trips to be provided and calculated as stated in Attachment A. Please note fee per trip will differ depending on Project Manager site trip or Construction Admin Specialist site trip.
5. Civil Engineering (provide via allowance, scope criteria of site is not known at this time)
 - a. Civil Engineer to provide design, construction documents, and construction administration services with the project team.
 - b. Scope and fee include project meetings & coordination, topographic survey, site grading plan, site utility plan, and stormwater pollution prevention plan.
6. Design Contingency can be utilized for the Client directed design as required.
7. Landscape Architecture
 - a. Landscape Architect to provide design, construction documents, and construction administration services with the project team.
8. Geotechnical Engineering
 - a. Please note that SPS+ will coordinate the scope of work and fee as needed between the Client and the Geotechnical Engineer, but these services will be contract directly between the Client and Engineer and provided as a direct reimbursable. See Proposed Exclusions below.
9. Cost Estimating consultant to provide a detailed cost estimate for the project during Design Development and Construction Documents.
10. Reimbursable Allowance to cover printing of design documents for Client's use as needed.

Proposed Fee

1. **A proposed fee for Architectural and Engineering Design services is provided in Attachment A.**
2. The above fee is based on an estimated scope and construction cost and will be reevaluated if additional scope is requested by the Client or construction cost is updated. Any increase in the scope of work approved by the Client for similar work will be billed in keeping with the approved A/E fee percent to construction cost for the initial project.
3. Payment terms:
 - a. SPS+ will invoice monthly on a percent complete basis.
 - b. Payment terms - net 30 days.
 - c. Accounts unpaid 90 days after the invoice date may be subject to a monthly service charge of 1.5% per month (or the legal rate) on the then unpaid balance.
 - d. Additional services and items approved by Client will be billed according to the attached SPS+ Architects hourly rates and fees as listed in Attachment B.
 - e. This proposal is valid for ninety days. After ninety days, please contact us for possible revisions.
 - f. Please address purchase orders to: SPS-AR@spsplusarchitects.com. 480-991-0800.

Proposed Exclusions

The following items have been excluded from the scope of work and proposed fee. **In some cases, these items may be added as additional services for an additional fee.**

1. Programming (See Attachment A)
2. Interior Design (Including FF+E Coordination, Procurement, and Specifications)
3. 3D Renderings/ Fly-Through's (See Attachment A)
4. Door Hardware Consultant
5. Additional Site Visits Beyond listed above and in Attachment A.
6. Record Drawings
7. 3D Scanning/ 3D modeling
8. Providing extensive Value Engineering
9. Civil Engineering (See Attachment A)
10. Offsite Civil Engineering and utilities
11. Landscape Architecture (See Attachment A)
12. Public Hearings regarding Zoning modifications, etc.
13. Cost Estimating (See Attachment A)
14. Commissioning
15. LEED Design and Coordination
16. Geotechnical Engineering (Direct Passthrough/ Direct Reimbursable to Owner)
17. Environmental Impact Studies
18. Kitchen/ Food Service Consultant
19. Providing design services for extensive change orders beyond original scope and construction change directives during the construction process.
20. Provide extensive drawings to evaluate different system cost.
21. Providing design services for construction beyond the contracted established construction budget (unless approved by Client in writing.)
22. Providing any services beyond customary Architectural Services and as outlined in this proposal.
23. Fire Protection/ Fire Alarm System Design. The selected fire alarm/ fire protection contractor secured by the general contractor will be responsible as required by the authority having jurisdiction.
24. Payment for building permits, fees, and any construction related permits and fees.
25. Taxes and Fees.
26. Special inspections as may be required by the AHJ.
27. Other special systems are excluded from the contract such as (may be provided via allowance identified above):
 - a. Design associated with E-rateable construction is excluded.

- b. Computer network cabling and equipment and programming including main cross-connect, intermediate cross-connect, horizontal cross-connect, and LAN is excluded.
- c. Security camera system is excluded.
- d. Uninterrupted power supply system design is excluded.
- e. (Note that conduit and power for excluded systems will be incorporated per the Client's layout document.)

SPS+ Architects will work with the project team and building committee to meet design team milestones.

Please let us know if any modifications are needed. If this proposal meets your approval, please provide a purchase order or the necessary approval for SPS+ Architects to proceed. Please address purchase orders to: SPS-AR@spsplusarchitects.com. 480-991-0800.

Thank you for considering SPS+ Architects for this project. We sincerely look forward to working with your team in delivering a successful project.

Sincerely,

SPS+ ARCHITECTS, LLP



Mark A. Davenport, AIA, LEED AP, BD+C
Partner

cc: SPS-AR@spsplusarchitects.com
Attachment A: Fee Calculation
Attachment B: SPS+ Architects Hourly Rates & Fees

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

Chato Hazelbaker
Chato Hazelbaker (Mar 30, 2023 07:30 PDT)

Signature/Title

Mar 30, 2023

Date

Attachment A
SPS+ Architects - Fee Calculation
NPC, Goldwater Student Services Building Addition
1/18/2023 REVISED
3/29/2023



Estimated Construction Cost: \$ 4,000,000.00
 Fee Percent: 5.8%

BASIC SERVICES:

Architectural & Engineering Design (Based on Fee Percent & Construction Cost shown above)	\$ 232,000.00
Total Basic Services:	\$ 232,000.00

ADDITIONAL SERVICES:

Programming	\$ 15,000.00
3D Renderings Allowance (Includes up to 4 Renderings, \$1,500 each)	\$ 6,000.00
Design Site Trips Allowance - Project Manager (Est. 8 Trips)*	\$ 13,000.00
CA Site Trips Allowance - Project Manager (Est. 8 Trips)**	\$ 12,000.00
CA Site Trips Allowance - CA Specialist (Est. 8 Trips)**	\$ 6,000.00
Design Contingency Allowance	\$ 50,000.00
Civil Engineering Allowance	\$ 21,080.00
Landscape Architecture Allowance	\$ 9,000.00
Geotechnical Engineering Allowance (Direct Passthrough/ Direct Reimbursable with Owner)	\$ 9,045.00
Cost Estimating Allowance	\$ 13,125.00
Reimbursable Allowance (Includes printing. Does not include permit fees.)	\$ 5,000.00
Total Additional Services:	\$ 159,250.00

Total Fee: \$ 391,250.00

*Please note that if these two scopes of work are concurrent, the total number of site visits can be reduced. Additional site visits requested beyond listed in scope and fee above, shall be billed individually at the rates described below.

**CA fee: based upon travel from Ganado, AZ if CA specialist travels, and Tucson, AZ if Project Manager travels to site.

Site Visit Fee Calculation (Round Trip): PM - Tucson to Show Low, AZ (Design)

Travel Time	7	hrs	@	\$ 135	\$ 945.00
Mileage	360	miles	@	\$ 0.625	\$ 225.00
Meals (1 day)	1	day	@	\$ 15	\$ 15.00
Lodging	1	night	@	\$ 140	\$ 140.00
Mtg Time - PM	2	hrs	@	\$ 135	\$ 270.00
Total Fee: \$					1,595.00

Site Visit Fee Calculation (Round Trip): PM - Tucson to Show Low, AZ (CA)

Travel Time	7	hrs	@	\$ 135	\$ 945.00
Mileage	360	miles	@	\$ 0.625	\$ 225.00
Meals (1 day)	1	day	@	\$ 15	\$ 15.00
Lodging	1	night	@	\$ 140	\$ 140.00
Mtg Time - PM	1	hrs	@	\$ 135	\$ 135.00
Total Fee: \$					1,460.00

Site Visit Fee Calculation (Round Trip): CA Specialist - Ganado to Show Low, AZ (CA)

Travel Time	5	hrs	@	\$ 95	\$ 475.00
Mileage	260	miles	@	\$ 0.625	\$ 162.50
Meals (1 day)	1	day	@	\$ 15	\$ 15.00
Mtg Time - CA Field	1	hr	@	\$ 95	\$ 95.00
Total Fee: \$					747.50

Architect Hourly Rates

2019 – 2020



ROLE	RATE	DESCRIPTION
Principal Architect	\$195	Licensed Architect/Project Principal in charge, oversees the QA/ QC process; establishes design standards and oversees design department/firm, ultimate decision maker for the firm. Minimal anticipated billable project hours.
Registered Design Architect	\$150	Licensed Architect; minimum 6 years experience; performs planning, programming, design, and construction document preparation; writes specifications; prepares presentation and design drawings in both sketch and computer modeling formats. Under the supervision of the firm Project Manager.
Project Manager	\$135	Administers and supports programming, design, and construction document preparation; specifications; coordinates with clients and consultants, manages projects. Under the supervision of the firm principal. Coordinates all project efforts in order to ensure effective execution, prepare strategic plans and serves as client liaison. Actively manages client budgets, schedules and manages project communications and documentation, office administrative tasks and project team assignments.
Senior Designer	\$125	Has a degree in Architecture; performs planning, programming, design, and construction document preparation; writes specifications. Under the supervision of the firm Project Manager.
Job Captain/ Designer	\$115	Minimum 5 years experience with expertise in Architectural practice, manages and coordinates CADD technicians assigned to the project; performs routine design work. Under the supervision of the firm Project Manager.
Draftsperson	\$95	Performs routine drafting assignments. CAD specialist, drafting, design, prepares plan sheets and layouts, performs rendering as needed/requested.
Construction Administration	\$95	Experience in vertical construction and construction document interpretation; performs site visits at key times of construction to assess contractors progress and interprets and enforces construction documents; checks shop drawings; reviews RFI, submittals, may provide full Construction Administration services upon request.
Clerical	\$55	Support office functions (supplies, filing, typing, and record keeping), provides administrative assistance and helps manage the day-to-day operations of firm.
Percent markup for Sub-consultants	0%	Mark up for exclusively consultant services. (Percentage waived when the consultant services are less than SPS+ services)
Percent markup for Reimbursable Items	0%	Mark up when solely reimbursable expenses (lodging, meals, mileage per federal business IRS guidelines)






FP NPC Goldwater Student Services Bldg Addition R1 March29-23

Final Audit Report

2023-03-30

Created:	2023-03-30
By:	David Huish (david.huish@npc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAArvq5FTin2MQb6fOXp2mCXUR2qV30qKu2

"FP NPC Goldwater Student Services Bldg Addition R1 March29-23" History

-  Document created by David Huish (david.huish@npc.edu)
2023-03-30 - 1:46:12 PM GMT- IP address: 206.207.17.4
-  Document emailed to Chato Hazelbaker (chato.hazelbaker@npc.edu) for signature
2023-03-30 - 1:46:54 PM GMT
-  Email viewed by Chato Hazelbaker (chato.hazelbaker@npc.edu)
2023-03-30 - 2:29:44 PM GMT- IP address: 206.207.17.4
-  Document e-signed by Chato Hazelbaker (chato.hazelbaker@npc.edu)
Signature Date: 2023-03-30 - 2:30:01 PM GMT - Time Source: server- IP address: 206.207.17.4
-  Agreement completed.
2023-03-30 - 2:30:01 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

**Northern Arizona Good Jobs Network
funded through
American Rescue Plan Act
administered by
Local First Foundation**

Recommendation:

Staff recommends that the District Governing Board accept the Northern Arizona Good Jobs Network Phase 2 grant award in the amount of \$185,000 for the purpose of developing programs that will assist our students in the area of Workforce Development.

Summary:

This is a continuation of the previously approved and accepted Good Jobs Network Phase 1 grant NPC was awarded last fall. The award is out of the Governor's office to the 4 Northern Community Colleges to assist the 5 Northern Counties in Workforce Development. The intention is to increase cooperation with the 4 colleges leading to more consistency.

Phase 1 which was accomplished last fall was instituted to study what programs and courses could assist the region with Workforce Development. Phase 2, which we are entering now, will develop those previously identified programs and courses. Finally, Phase 3 is slated to start in the Fall of 2025 and last for 2 years during which the grant will provide funding to implement the designed programs.

Grant award contract included

Local First Arizona Foundation Unique Entity Identifier (UEI):	DVL3PN5GYSH8	SAM expiration date (if applicable)	N/A
Federal Award Identification Number (FAIN)	N/A	Federal Award Date:	N/A
Contractor Term/Period of Performance Start and End Date:	07/01/2024	Contractor Budget Period Start and End Date	04/30/2025
Amount of federal funds obligated by this action by the pass-through entity to the contractor (amount of this agreement or amendment)			\$185,000
Federal Award Project Description (Descriptive project title)		Execution of the Northern Arizona Good Jobs Network, which is funded with funds from the American Rescue Plan Act ("ARPA"), specifically the Coronavirus State and Local Fiscal Recovery Fund.	
Funding Agency		U.S. Treasury	
Pass-through Entity (Primary Recipient)		State of Arizona	
Pass-through Entity (Secondary Recipient, if applicable)		Local First Arizona Foundation	
Assistance listing number and title (applies to 100% of this contractor, including all disbursements)		State Fiscal Recovery Fund Expenditure Category 2.10	
Is this contractor for research and development?			No
Contractor indirect costs Rate and methodology	Negotiated Indirect Costs Rate Agreement	De minimis rate	X No indirect
Require Match?	NO	Match Amount:	N/A

**AGREEMENT BETWEEN LOCAL FIRST ARIZONA FOUNDATION
AND REGIONAL ECONOMIC DEVELOPMENT CENTER AT NORTHLAND PIONEER COLLEGE**

This Agreement is made and entered into this 1 Day of July, 2024, between LOCAL FIRST ARIZONA FOUNDATION, with its principal place of business located at 407 E. Roosevelt Street, Phoenix Arizona (hereinafter “Organization”) and Northland Pioneer College, with their principal place of business located at 1001 W. Deuce of Clubs, Goldwater Bldg., Room 108, Show Low, Arizona (hereinafter “Contractor”).

RECITALS

This Agreement is cataloged by the State of Arizona as GRANT AGREEMENT NO. GR-ARPA-102022-28.

The Catalog of Federal Domestic Assistance (CFDA)/Assistance Listing for all activity pursuant to this Agreement is 21.027.

Local First Arizona Foundation is a nonprofit, charitable organization whose mission is to build equitable systems for Arizona’s local businesses and communities that create a vibrant, inclusive, and sustainable Arizona economy by strengthening, supporting, and celebrating entrepreneurship, rural and urban community development, racial equity, environmental action, and food access.

For and in consideration of the mutual promises set forth herein, Organization and Contractor agree as follows:

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is for the Organization to contract with the Contractor to assist in the execution of the Northern Arizona Good Jobs Network (hereinafter “NAGJN”), which is funded with funds from the American Rescue Plan Act (“ARPA”), specifically the Coronavirus State and Local Fiscal Recovery Fund, to the Organization to support COVID-19 related activities in accordance with allowable State Fiscal Recovery Fund Expenditure Category 2.10 and Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives as outlined in the most current published Guidance (Appendix 1: Expenditure Categories, Treasury’s Compliance and Reporting Guidance, State and Local Fiscal Recovery Fund) found at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

Under this Agreement, Contractor’s services must be provided in compliance with the rules of the ARPA. The most current published rules (Treasury’s Coronavirus SLFRF Final Rule) can be found at: <https://www.federalregister.gov/documents/2022/01/27/2022-00292/coronavirus-state-and-local-fiscal-recovery-funds>.

Funding for the NAGJN is being administered by the State of Arizona.

The NAGJN will create and implement industry-led training programs, designed to provide skills for and connect unemployed or underemployed workers to existing and emerging job opportunities in five counties in Northern Arizona.

The partnership's system will take into consideration the size and scope of each community's given workforce and the training needs of its employers and workers both in the local community and region at-large. In doing so, the partnership aims to be able to maximize resources, avoid duplication of services, and address each community's needs identified in respective Comprehensive Economic Development Strategies (CEDS), with the objective of increasing and enhancing community and regional growth.

Ultimately, these systems are designed to train workers with the skills to secure quality jobs that provide good pay, benefits, and growth opportunities throughout the region.

The NAGJN project is comprised of three phases of workforce systems development including:

- **Phase 1 – System Development:** a one-year or shorter process with the objective of gathering skills needs and hiring commitments from existing and new project employers and translating/translate employer needs and skills required into effective training-to-employment models.
- **Phase 2 – Program Design:** a one-year or shorter process focusing on assisting employers to identify in-demand industry hiring needs and market analysis; match skills needs from employers for selected sector jobs; develop training models and curriculum necessary for preparing trained and skilled workers; conduct ongoing gap analyses to determine how existing and new training models can be scaled to eliminate unnecessary hiring requirements yet advance addressing required skill needs; secure employer commitments to hire; and conduct outreach to recruit underserved workers to participate in the program.
- **Phase 3 – Program Implementation.** a two-year (depending on time progression of Phases 1 and 2) implementation stage where participants are recruited focusing on underserved workers and those who are unemployed or underemployed to participate in the program; deliver skills training to participants; provide wrap around services to participants; and place workers into well-paying, quality jobs.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall be effective July 1, 2024 and shall terminate on April 30, 2024 contingent upon funding.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. At the time of termination, incurred expenses pursuant to this Agreement that are unpaid and undisputed will be paid by the Organization to the Contractor.

Amendments to this Agreement shall be made in writing and signed by both parties.

III. **DESCRIPTION OF SERVICES - Contractor**

Description of Services are contained in **Exhibit A** attached hereto.

In addition, the Contractor shall, at a minimum:

- a. Ensure the confidentiality of Client Records:
 - i) Client and applicant files and information collected are private and the use or disclosure of such information is prohibited, unless written consent is obtained from the individual, or in the case of a minor, from the responsible parent or guardian. (“Client” is defined as any person seeking assistance to find employment or training, whether employed or unemployed, and employers who need qualified workers for their company or training for the workers who are already employed with them. “Applicant” is defined as a person who has applied for employment or enrollment in education and training programs or job placement assistance or services.)
 - ii) Provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the Contracted services set forth in this Contract.
 - iii) Observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to information concerning applicants for and recipients of Contracted services.
- b. Coordination with Awarding Agency - On matters related to the administration of this Contract, the Organization will be Contractor’s contact with the Awarding Agency providing funds for this Agreement.
- c. Submit an invoice to the Organization on a monthly basis for work performed under the terms of this Agreement.
- d. Be solely responsible for furnishing all applicable insurance, supervision, labor, and office equipment required to perform the responsibilities and duties herein.
- e. Be solely responsible for its taxes, keeping financial records and filing all federal, state, and local tax returns.
- f. Must obtain written approval from Organization prior to creating any further Contracts to assist in the fulfillment of deliverables as outlined in Exhibit A.

IV. DESCRIPTION OF SERVICES - Organization

- a. Pay the contractor a total fixed fee not to exceed \$185,000 for the duration of this Agreement for Phase 2 Design.
- b. Pay the contractor for deliverables provided under this Agreement within 30 days of receipt of Contractors’ invoice. Payments will be made by check and will be mailed to the address noted on the approved invoice.
- c. During the Agreement period, Organization is responsible for Storytelling, PR strategy including social media, digital, and print media engagement to highlight the partnership of the State of Arizona, Organization, and Contractor and the workforce development impact of the program within the five-county project area encompassing Apache County, Coconino County, Mohave County, Navajo County and Yavapai County.

V. MANNER OF PAYMENT

Each monthly Invoice request:

- a. Monthly Invoices are due by the 15th of the month following the end of the month and must include the following:
 - ii) The description of the completed deliverable(s) and as indicated in the Scope of Work for the month, the total amount of the invoice, and authorized approver’s printed name, signature, title, as well as the applicable date.
- b. Monthly invoices will not be approved for reimbursement until all required monthly Project Activity Reports are submitted and approved.

- c. In the event that an end of year budget modification is necessary, the request to modify must be submitted forty-five (45) days prior to the end of this agreement and approved prior to implementation.
- d. No payment will be made to Contractor until all the following conditions are met:
 - I. Contractor has completed and submitted a W-9 Taxpayer Identification Number form if there are changes to the form on file.
 - II. Current Certificate of Insurance with Local First Foundation listed as additionally insured.
 - III. This Contract is fully executed; and
 - IV. Adequate and accurate documentation is provided with each request for payment or invoice.
- e. Goods and services provided in excess of the attached budgeted or the maximum allocated amount without prior authorization will be at the Contractors' own risk.
- f. **Disallowed Charges or Cost Principles:**
 - i) Contractor must reimburse the Organization for improper, unallowable, or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by Organization.
 - ii) For the period of record retention required under 2 CFR Part 200, the Organization reserves the right to question any payment made under this section and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract of law.

VI. PROHIBITION AGAINST OTHER FEDERAL REIMBURSEMENTS

The Contractor acknowledges that any expenses paid under this Agreement have not been or will not be reimbursed under any other federal or state program.

VII. REPORTING REQUIREMENT

- a) The Contractor is responsible for submitting to the Organization two report types as follows:
 - i) Programmatic Activity Report – A single Phase 2 Design Programmatic Activity Report can be submitted for the months July-August 2024 by September 15, 2024. Starting September 1, 2024, through the end of this contract term, monthly reports are due the 15th of the month following each calendar month, e.g. September 1-September 30, 2024 report period is due October 15, 2024. Using the template provided at Exhibit D, the Contractor is to report on progress-to-date for executing the Scope of Work detailed in Exhibit A.
 - ii) Contractor Monthly Invoice Phase 2 Design Financial Report(s) must be submitted for the months of July-August 2024 by September 15, 2024. Starting September 1, 2024, report deadlines are the 15th of the month following the end of the month. Monthly invoice must be submitted using the template provided at Exhibit B.

VIII. APPLICABLE LAW

In accordance with A.R.S. § 41-2501, et seq., and Arizona Administrative Code R2-7-101, et seq., this Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

IX. NON-AVAILABILITY OF FUNDS

The Contractor acknowledges that, in accordance with A.R.S. § 35-154, the availability of funds related to this Agreement is conditioned upon the availability of funds appropriated by the Arizona

Office of the Governor. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Organization and/or the Contractor at the end of the period for which funds are available. No liability shall accrue to the Organization in the event this provision is exercised, and the Arizona Office of the Governor shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, beyond those described in Section II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS.

X. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS

Contractor agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F. R. Part 200.

XI. DOCUMENTS INCORPORATED BY REFERENCE

The State of Arizona's Uniform Terms and Conditions V9_ (Rev 7-1-2013) are incorporated into this document as if fully set forth herein. Copies of the Uniform Terms and Conditions may be accessed at:

https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf.

The Contractor warrants that it has read and understands the Uniform Terms and Conditions V9_ (Rev 7-1-2013) and agrees to be bound to those applicable provisions in their entirety. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

XII. AUDIT

The Contractor shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the Arizona Office of the Governor at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

XIII. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, the Arizona Office of the Governor may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Arizona Office of the Governor, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the matter of the Agreement.

XIV. LIABILITY

A. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Organization and the State of Arizona, and their respective departments, agencies, boards, commissions, universities, officers, officials, agents, employees, an independent contractors, (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused,

in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, independent contractors, or Contractors.

This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitees shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitees, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against the Organization and the State of Arizona, their officers, officials, agents, employees, and independent contractors for losses arising from the work performed by the Contractor for the Organization and the State of Arizona.

This indemnity shall not apply if the Grantee or Contractor(s) is/are an agency, board, commission or university of the State of Arizona.

B. INSURANCE REQUIREMENTS

1. Contractor shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or Contractors.
2. The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona and the Organization in no way warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Agreement by the Contractor, its agents, representatives, employees or Contractors, and the Contractor is free to purchase additional insurance.

C. MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include Local First Arizona Foundation, and the State of Arizona and its departments, agencies, boards,

commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

- b. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Local First Arizona Foundation, and the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall be endorsed to include Local First Arizona Foundation as additional insured.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Local First Arizona Foundation and the State of Arizona and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, hired and/or non-owned by the Contractor".
- b. Policy shall contain a waiver of subrogation against Local First Arizona Foundation, and the State of Arizona, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

- | Workers' Compensation & Employers' Liability | Statutory |
|--|-------------|
| ● Each Accident | \$1,000,000 |
| ● Disease – Each Employee | \$1,000,000 |
| ● Disease – Policy Limit | \$1,000,000 |

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Local First Arizona Foundation, and the State of Arizona, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Grantee or Contractor that is exempt under A.R.S. § 23-901, and when such Grantee or Contractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

C. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- a. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Organization, the State of Arizona, its agents, officials, or employees shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

- b. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Agreement.

D. NOTICE OF CANCELLATION

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the Organization. Within two (2) business days of receipt, Contractor must provide notice to the Organization if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Organization and shall be emailed to denise@localfirstaz.com.

E. ACCEPTABILITY OF INSURERS

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Neither Organization nor the State of Arizona in any way warrant that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Organization with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Agreement. An authorized representative of the insurer shall sign the certificates.

- a. All such certificates of insurance and policy endorsements must be received and approved by the Organization before work commences. The Organization's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- b. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
- c. All certificates required by this Agreement shall be sent directly to the Organization at nubia@localfirstaz.com. "Local First Arizona Foundation and the NAGJN Contract #GR-ARPA-102022-28 shall be noted on the certificate of insurance.

G. CONTRACTORS AND SUBCONTRACTORS

Contractor's insurance certificate(s) shall include all its Contractors and/or Subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all Contractors and/or Subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each Contractor and/or Subcontractor. All coverages for Contractors and/or Subcontractors shall be subject to the minimum Insurance Requirements identified above. The Organization reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Contractors and/or Subcontractors have the required coverage.

H. APPROVAL AND MODIFICATIONS

At the direction of the State of Arizona, the Organization reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Agreement amendment but may be made by administrative action.

I. EXCEPTIONS

In the event the Contractor or its Contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such a public entity shall provide a certificate of self-insurance. If the Contractor or its Contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

XV. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, Pub. L. No. 109-282, 120 Stat. 1186, as amended by Section 6202 (a) of Pub. L. No. 110-252, the Contractor is required to provide information to the Organization, and subsequently the Arizona Office of the Governor so that they may meet the FFATA reporting requirements on behalf of the State of Arizona. Responsibility for reporting such information falls to the Arizona Office of the Governor, as applicable under the CFDA noted earlier in this agreement. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov.

XVI. PROHIBITION AGAINST UNAUTHORIZED BENEFIT FROM LFA PROGRAMS

During the term of this Agreement, and any time thereafter, the Contractor shall not utilize the Organization's content in any unauthorized way. The Contractor shall not directly or indirectly, employ or contract, or attempt to employ or contract with any person who is employed by the Organization within twelve (12) months of the Contractor's termination.

XVII. PROTECTION OF INTELLECTUAL PROPERTY

- a. **Ownership** - All materials, writings, documents, renderings, diagrams, videos, audio, schematics, software, wireframes, website, source code, object code, database architecture, and notes, and any other materials incidental thereto, created or modified by the Contractor as part of the Services ("the Intellectual Property"), shall at all times be the sole and exclusive property of the Organization.
- b. **Copyright** - Any original works of authorship created by the Contractor, alone or with others, within the scope and during the term of this Agreement (and any extension, if any), shall be considered "works for hire" under Copyright law, be the sole and exclusive property of the ORGANIZATION, and the Contractor shall have no right, claim, or interest therein. To the extent such works are not "works for hire" under Copyright law, they are hereby assigned by the Contractor, along with all right, title, and interest therein, up to and including the copyright, to the Organization.
- c. **Inventions** - All designs, improvements, inventions, codes, processes, techniques, know-how, and data, whether or not subject to copyright or patent protection, made, conceived, reduced to practice, developed, originated, or learned by the Contractor, either alone or with others (collectively "Inventions"), which are directly or indirectly related to the Organization's industry, result from work performed on behalf of Organization, within the scope of the

Contractor's responsibilities with the Organization, or created or developed using Organization's facilities, tools, equipment, Confidential Information, or property, either during the term of this Agreement or during the period of six months thereafter, shall be the sole property of, and are assigned by the Contractor to, the Organization and its assigns. The Contractor further assigns to the Organization any right the Contractor may have or acquire in any Inventions.

- d. **Moral Rights** – The Contractor assigns or agrees to assign to the Organization any “Moral Rights” in and to Inventions, defined as rights to claim ownership of such Invention or to object to or prevent modification, publication, circulation, or distribution of an Invention, and any similar right, existing under judicial, treaty, or statutory law anywhere in the world, however such right may be denominated.
- e. **Protection of Organization's Intellectual Property Rights** – The Contractor shall execute any documents necessary for the Organization to exercise its rights in and to Inventions and Created Intellectual Property. The Contractor further irrevocably designates the Organization and its duly authorized officers and agents as his or her attorney-in-fact to act for or on the Contractor's behalf to execute, file, and take any action appropriate or necessary to submit documents, prosecute, defend, pursue, or enforce any copyright, trademark, patent, or other right or interest of any nature whatsoever related to Inventions and Created Intellectual Property, all with the same legal force and effect as if executed or taken by the Contractor personally.

XVIII. LIQUIDATED DAMAGES AND CLASS ACTION WAIVER

Without limiting any other remedies at law or equity available to a party, the Contractor's breach of any restrictive covenant set forth in this Agreement shall entitle the Organization to recover liquidated damages in an amount equal to of any income, profit, or revenue accruing to the Contractor as a result of the violation of such restrictive covenant and actual legal costs incurred by the Organization in pursuit of these matters. The parties warrant and agree that the damages set forth in this Section are not intended and do not constitute punitive or exemplary damages.

To the extent provided by law, the Contractor waives its right to bring or participate in a class, collective, or group action against the Organization, but may only seek legal, equitable, and other remedies on its own behalf, and not on behalf of any other person or entity. The provisions hereof shall include without limitation to any action under federal or state laws or human rights laws.

XIX. PUBLICITY

Contractor or its agents shall not use the name, logos, or other trademarks of the Organization in any public media release without the prior written consent of the Organization, not to be unreasonably withheld.

XX. MISCELLANEOUS

Each party hereby represents and warrants that:

- a. It has the legal right and authority to enter and perform the obligations set forth in this Agreement,
- b. Execution and performance of this Agreement will not violate any valid court order or applicable law or legal provision or constitute a breach of any contract or other obligation of such party,

- c. There is no other reason, currently existing or anticipated, that would render it unable to fully perform its obligations hereunder, and
- d. That this Agreement, upon execution and delivery, shall constitute a valid and binding obligation of each party and will be enforceable against such party pursuant to its terms.
- e. This Agreement shall inure to the benefit of each party, its successors, and assigns, and shall be binding on each party and its successors and assigns. Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party. Any assignment made without such written consent shall be void.
- f. In the event that either party files suit with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recoup from the other its costs, including without limitation its reasonable attorneys' fees, in bringing or defending such proceedings.
- g. In no event shall either party be liable to the other for any incidental, indirect, special, consequential, or punitive damages, regardless of the nature of the claim or liabilities to third parties arising from any source, even if the party to this Agreement has been advised of the possibility of damages.
- h. This Agreement shall be construed pursuant to the laws of Arizona without regard to that jurisdiction's choice of law provisions. Any lawsuit brought to interpret or enforce the provisions hereof shall be filed in the federal or state courts with jurisdiction over (and where appropriate venue lies in) Phoenix, Arizona.
- i. Each party acknowledges the receipt and sufficiency of the consideration set forth in this Agreement. This Agreement represents the entire understanding by and between the parties, and supersedes any other representations, promises, or statements not wholly consistent herewith.
- j. The provisions of this Agreement are severable. Should any part, or portion hereof, be deemed void or unenforceable by a court of competent jurisdiction, the remaining parts and portion shall remain in full force and effect. Failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provisions or of the right of a party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.
- k. It is agreed that the Parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The Parties acknowledge they have been advised by counsel or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

XXI. NOTICES

The Contractor shall address all notices relative to this Agreement to the Organization:

Nubia Garcia-Shinagawa
Local First Arizona Foundation
407 East Roosevelt Street, Phoenix, Arizona 85004
Email: nubia@localfirstaz.com

The Organization shall address all notices relative to this Agreement to the Contractor:

Richard Chanick
Northland Pioneer College
1001 W. Deuce of Clubs, Goldwater Bldg., Room 108, Show Low, AZ 85901

Email: richard.chanick@npc.edu

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

Kimber Lanning
CEO
LOCAL FIRST ARIZONA FOUNDATION

Date:

Dr. Mike Solomonson
Interim President
Northland Pioneer College

Date:

Exhibit A Scope of Work

Program Activities

Northland Pioneer College (Contractor) shall, as defined in the GRANT AGREEMENT NO. GR-ARPA-102022-28:

1. Actively participate in the Northern Arizona Good Jobs Network as a **Backbone Organization** across four focus sectors (construction, healthcare & social services, manufacturing & transportation, retail & hospitality) during Phase 2-Design by:
 - a. Actively participating in all in-person meetings of the full network, which shall not exceed four meetings before April 30, 2025. This includes planning, presenting, contributing to discussion and completing any post-meeting assignments.
 - b. Using collaboration platforms provided by the System Lead Entity to store files and share information with the project team and broader network.
 - c. Serving as a subject matter expert and reviewer to project teams and the System Lead Entity as Phase 2 materials are developed and provided for input and feedback.
 - d. Submitting all required reporting—programmatic and financial—on time per the terms of this contract to enable timely monitoring of collective network progress and elevation of needs or challenges.

2. Serve as project lead in the Northern Arizona Good Jobs Network during Phase 2: Design of a **Stackable, Hands-on Construction training program**. This role will:
 - a. Schedule, organize and run project team meetings with other network members serving on the project team.
 - b. Use network materials and guidance provided by the System Lead Entity to prepare meeting materials and to submit post-meeting reports within five business days of project team meetings. Post-meeting reports are to include digital recordings of the project team meetings when held virtually.
 - c. Evaluate overall on-track/off-track status of the project and report it monthly to the System Lead Entity to ensure timely intervention of resources or troubleshooting if a project gets off track to be completed on time to scope. (The Phase 1 deliverable of the blueprint document outlines the project scope and deliverable for this construction sector model.)
 - d. Use collaboration platforms provided by the System Lead Entity to store files and share information with the project team and broader network.

3. Lead design of the **Stackable, Hands-on Construction training program** as described in the Northern Arizona Good Jobs Network blueprint document by:
 - a. Adhering to the Design Criteria for Training Programs documented in the blueprint, which include involving employers and target populations (potential trainees) in the design process
 - b. Designing the content (curriculum) and resulting credentials trainees will earn upon completing it
 - c. Involving contributing designer(s) from the network in training design activities consistent with their contractual scopes of work
 - d. Identifying any prerequisites for trainees before they can begin training in this model, if applicable
 - e. Designing (or identifying if already in place) the testing or other mechanism for proving skills attainment to earn the associated credential(s)
 - f. Securing any necessary validations of earned credentials, if applicable (e.g. industry recognition)

- g. Securing and preparing required instructors/trainers to deliver the program starting in Phase 3
 - h. Identifying any supplies that instructors/trainers, employers and trainees will need in order to deliver or complete training, including the cost estimates for those supplies
 - i. Securing and preparing required facilities or other locations where training will be delivered starting in Phase 3; these may include employer sites for on-the-job training components
 - j. Structuring the training delivery schedule, format(s) and location(s) that will be implemented starting in Phase 3, with design criteria (item 1a) factored into this structure. Note: Accommodating employers and target populations (potential trainees) is the highest priority consideration in structuring these elements of the training.
 - k. Specifying the program capacity: the maximum number of trainees that can be served throughout Phase 3 (Implementation)
 - l. Determining the cost per trainee to complete each credential or other level of training (some programs offer multiple and/or stackable credentials)
 - m. Identifying the payee(s)/recipient(s) of training enrollment costs (e.g. a community college is paid in order for a trainee to enroll in the model and take the training)
4. Work with the System Lead Entity and wraparound service designers (to be identified) to:
- a. Help identify any existing scholarships, financial aid or other support available to **Stackable, Hands-on Construction** trainees to help cover training costs
 - b. Provide inputs on what wraparound services the target population for the **Stackable, Hands-on Construction** training model are most likely to need in order to participate in and successfully complete the program
 - c. Ensure the design for delivering the **Stackable, Hands-on Construction** training accommodates use of such wraparound services.
5. Ensure necessary **Stackable, Hands-on Construction** training program metrics can be tracked and reported as will be required in Phase 3 with input from the program team.
6. Contribute to design of the **Non-Technical Skills (NTS) Training Resource Hub** (the Hub) as described in the Northern Arizona Good Jobs Network blueprint document. This includes:
- a. Serving on the network project team developing this employer resource
 - b. Collecting employer input to inform the Hub's design.
 - c. Helping to inventory existing NTS training programs by conducting a scope of research roughly equivalent to 20% of the total research that will be assigned across the project team by Mohave Community College (e.g. training programs provided by one of five training provider types). This research can be carried out virtually.
 - d. Provide input to Mohave Community College, as lead designer of the hub, on development of an NTS Training Program Supply and Demand Gap Analysis between existing programs and employers' skills assessment capabilities and training needs.
 - e. Based on the gap analysis, provide input to Mohave Community College on new or adapted NTS training programs and partnership models, if any, that should be piloted in Phase 3.
 - f. Review and provide input to Mohave Community College's implementation plan for the Hub to be launched with employers in Phase 3.
 - g. Participate in the effort to develop the program metrics tracking and reporting framework as will be required to implement in Phase 3.

7. **Budget**

- a. The Phase 2 budget period is July 1, 2024- April 30, 2025 (10 months).

b. Contractor's budget, inclusive of direct and indirect costs, for the budget period is as follows:

Network Participation as a Backbone Organization - Scope Item 1 (Payable monthly in equal installments of \$1,000)	\$10,000.00
Sub-Total	\$10,000.00
Lead the Stackable, Hands-on Construction Training Program Team	
Scope Deliverables 2a-2d (Payable monthly in equal installments of \$5,000)	\$50,000.00
Sub-Total	\$50,000.00
Design the Stackable, Hands-on Construction Training Program	
Scope Deliverables 3a-3f (lump sum payable upon submission and acceptance of the documented deliverables to the System Lead Entity by Dec. 1, 2024)	\$40,000.00
Scope Deliverables 3g-3m (lump sum payable upon submission and acceptance of the documented deliverables to the System Lead Entity by April 30, 2025)	\$40,000.00
Scope Deliverable 4 (lump sum payable upon submission and acceptance of the Subrecipient's procedure for providing trainees with the relevant wraparound services by April 30, 2025)	\$10,000.00
Scope Deliverable 5 (lump sum payable upon submission and acceptance of the Subrecipient's metric and tracking plan by April 30, 2025)	\$10,000.00
Sub-Total	\$100,000.00
Contribute to the Design of the Non-Technical Skills Training Resource Hub	
Scope Deliverable 6 (payable in equal monthly installments of \$2,500/month)	\$25,000.00
Sub-Total	\$25,000.00
TOTAL	\$185,000.00

Exhibit B
Contractor Invoice (Example)

INVOICE				
Northern Arizona Good Jobs Network				
Grant Agreement #: GR-ARPA-102022-28				
Bill From			Invoice Date	
Northland Pioneer College			Invoice Number (example)Phase II- 1	
1001 W. Deuce of Clubs, Goldwater Bldg., Room 108			Reference (example) March 2024	
Show Low, AZ 85901				
Bill To				
Local First Arizona Foundation				
Attn: Nubia Garcia-Shinagawa				
407 East Roosevelt Street				
Phoenix, AZ 85004				
Deliverable Description				Amount
Network Participation (example)				(example) \$10,000
Total				\$10,000
<p>I certify that I am an authorized approver to submit this payment request on behalf of my organization and to the best of my knowledge and belief the above referenced expenses are correct, that all outlays were made in accordance with the grant agreement, and that payment is due and has not been previously requested.</p>				

Signature:				
Print Name & Title:				
Date:				

Payment by check to be submitted to:
 Northland Pioneer College
 1001 W. Deuce of Clubs, Goldwater Bldg., Room 108
 Show Low, AZ 85901

]

Exhibit D

Contractor Project Activity Reporting (*Example*)

Northern Arizona Good Jobs Network Contractor Programmatic Activity Report for Local First Arizona Foundation

Report Date:	
Contractor Name:	Northland Pioneer College
Contact Person's Name:	
Address:	
Phone Number:	
E-Mail Address of Contact Person:	
Project Phase:	
Project Phase Timeframe:	
Reporting Period:	Sept 2024

Network Participation - (Scope Item 1 in Contract)
Describe your activities on this scope of your work during the reporting period:

Project Lead (Construction Training Program) - (Scope Item 2 in Contract)	
Select the status of each deliverable as of the end of the reporting period:	
Deliverable A <i>Schedule, organize and run team meetings</i>	Not Started
Deliverable B <i>Utilize network materials and guidance</i>	Not Started
Deliverable C <i>Evaluate overall on-track/off-track status</i>	Not Started
Deliverable D <i>Utilize collaboration platforms</i>	Not Started
Describe your activities on this scope of your work during the reporting period:	

--

Lead Designer (Construction Training Program) - (Scope Item 2 in Contract)			
Select the status of each deliverable as of the end of the reporting period:			
Deliverable A <i>adhere to design criteria</i>	Not Started	Deliverable H <i>identify supplies</i>	Not Started
Deliverable B <i>design content & credentials</i>	Not Started	Deliverable I <i>secure and prep facilities</i>	Not Started
Deliverable C <i>involve contributing designers</i>	Not Started	Deliverable J <i>training delivery schedule</i>	Not Started
Deliverable D <i>identify prerequisites</i>	Not Started	Deliverable K <i>specify program capacity</i>	Not Started
Deliverable E <i>design testing</i>	Not Started	Deliverable L <i>assess cost per trainee</i>	Not Started
Deliverable F <i>validate earned credentials</i>	Not Started	Deliverable M* - <i>identify the payee for enrollment fees</i>	Not Started
Deliverable G* <i>secure instructors</i>	Not Started	*Payment for this scope is in two installments upon completion of deliverables A-G and deliverables H-M	
<p>For any <i>completed</i> items, include attachments of documented deliverables, where applicable. For any <i>on-track</i> items, describe progress made in this reporting period. For any <i>off-track</i> items, please describe where you are experiencing any problems, delays, or adverse conditions. Include the action(s) taken or planned to be taken to resolve the issue.</p>			

Wraparound Service Design - (Scope Item 3 in Contract)	
Select the status of each deliverable as of the end of the reporting period:	
Deliverable A <i>Identify existing support for trainees</i>	Not Started
Deliverable B <i>Provide input on trainee support needs</i>	Not Started
Deliverable C <i>Factor wraparound services into training design</i>	Not Started
<p>For any <i>completed</i> items, include attachments of documented deliverable(s), where applicable. For any <i>on-track</i> items, describe progress made in this reporting period. For any <i>off-track</i> items, please describe where you are experiencing any problems, delays, or adverse conditions. Include the action(s) taken or planned to be taken to resolve the issue.</p>	

Data and Metrics Design - (Scope Item 4 in Contract)	
Metric & Tracking Plan for Medical Assistant Accelerator	Not Started
<p>If <i>completed</i> include attachment(s) of documented deliverable. If <i>on-track</i>, describe progress made in this reporting period. If <i>off-track</i>, please describe where you are experiencing any problems, delays, or adverse conditions. Include the action(s) taken or planned to be taken to resolve the issue.</p>	

Contributing Designer (Non-Technical Skills Training Resource Hub) - (Scope Item 6 in Contract)			
Select the status of each deliverable as of the end of the reporting period:			
Deliverable A <i>serve on project team</i>	Not Started	Deliverable D <i>provide MCC with input/ feedback on gap analysis</i>	Not Started
Deliverable B <i>collect employer input</i>	Not Started	Deliverable E <i>provide MCC input on any new training model</i>	Not Started
Deliverable C <i>research existing training</i>	Not Started	Deliverable F <i>provide MCC input on implementation plan</i>	Not Started
Deliverable G <i>support program metrics</i>	Not Started		
Describe your activities on this scope of your work during the reporting period:			

Any other comments or items to report for this period:

 Name

Signature

Title

Date

Revision of Policy 1102—Equal Opportunity, Harassment and Nondiscrimination

Recommendation:

Staff recommends revising Policy 1102, Equal Opportunity, Harassment and Nondiscrimination to reflect the changes of the 2024 Title IX regulations. Our current version of Policy 1102 reflects aspects of the 2020 Title IX regulations that are now out-of-date. The recommended wording for the revision of Policy 1102 is included below in the Summary section.

Summary:

NPC adheres to all federal, state, and local civil rights laws prohibiting discrimination and harassment in employment and education. NPC does not discriminate in its admissions practices, employment practices, or educational programs or activities on the basis of sex, except as may be permitted by law. As a recipient of federal financial assistance for education activities, NPC is required by Title IX of the Education Amendments of 1972 (Title IX) to ensure that all of its education programs and activities do not discriminate on the basis of sex. Sex includes sex assigned at birth, sex stereotypes, sex characteristics, gender identity, sexual orientation, and pregnancy or related conditions. Sex discrimination is prohibited under Title IX and by NPC Policy, and it includes sex-based harassment, sexual assault, dating and domestic violence, stalking, quid pro quo harassment, hostile environment harassment, disparate treatment, and disparate impact.

NPC also prohibits retaliation against any person opposing discrimination or harassment or participating in any internal or external investigation or complaint process related to allegations of sex discrimination.

Any NPC faculty member, employee, or student who acts to deny, deprive, or limit the educational, employment, residential, or social access, opportunities, and/or benefits of any member of NPC

community on the basis of sex is in violation of the Equal Opportunity, Harassment, and Nondiscrimination Policy.

Any person may report sex discrimination (whether or not the person reporting is alleged to have experienced the conduct) in person, by mail, by telephone, by video, or by email, using the contact information listed for the Title IX Coordinator (below). A report may be made at any time (including during non-business hours) by contacting the Title IX Office.

Questions regarding Title IX, including its application and/or concerns about noncompliance, should be directed to the Title IX Coordinator. For a complete copy of the Policy or more information, please visit <https://www.npc.edu/title-ix> or contact the Title IX Coordinator.

For sex-based allegations:

Josh Rogers
Director of Student Services
Title IX Coordinator
SCC—SC107
PO Box 610
928-536-6227
joshua.rogers@npc.edu
<C:\Users\jrogers2\Downloads\|-TIXC Website->

A person may also file a complaint with the appropriate federal, state, or local agency within the time frame required by law. Depending upon the nature of the complaint, the appropriate agency may be the U.S. Department of Education Office for Civil Rights (OCR), the Department of Justice, the Equal Opportunity Commission, and/or another appropriate federal or state agency.

- Office for Civil Rights (OCR)
Denver Office
Cesar E. Chavez Memorial Building, 1244 Speer Boulevard, Suite 310
Denver, CO, 80204-3582
Telephone: (303) 844-5695
Facsimile: (303) 844-4303
Email: OCR.Denver@ed.gov

- **Assistant Secretary for Civil Rights**
Office for Civil Rights, National Headquarters
U.S. Department of Education
Lyndon Baines Johnson Dept. of Education Building
400 Maryland Avenue, SW
Washington, DC 20202-1100
Telephone: 800-421-3481
Fax: 202-453-6012; TDD: 800-877-8339
Email: OCR@ed.gov

Within any Resolution Process related to this Policy, NPC provides reasonable accommodations to persons with disabilities and religious accommodations, when that accommodation is consistent with federal and state law.

Request to Renew Contract with Ellucian

Recommendation:

Staff recommends a 1-year renewal of services provided by Ellucian CampusLogic, including StudentForms with Insights and CampusCommunicator with Insights, for a total amount of \$67,630.

Procurement Process and Budget Information:

Since 2018 the Financial Aid Office has used Ellucian's StudentForms and CampusCommunicator to communicate with students about their financial awards and to collect required documentation. The renewed contract would run from October 1, 2024 to September 30, 2025 and would be replaced by Anthology when launched. Money for the renewal has been budgeted in the Financial Aid office budget line 00-4150-5201-05.

Summary:

In regard to sole source considerations, in order to not disrupt the existing service to NPC students that is provided by the Financial Aid office through the use of Ellucian CampusLogic, it would be beneficial to use the 1-year auto-renewal feature of the previously approved contract.

GUIDE TO SUBMITTING SOLE SOURCE JUSTIFICATIONS

Sole source procurement refers to any purchase or contract entered into without a competitive process, based upon a justification that only one known source exists or that only one single supplier can fulfill the requirements.

By submitting a Sole Source Justification request, the Requester certifies that the requested item is the only acceptable material, product or service that will support the needs of the institution.

Acceptable exceptions from the competitive procurement process may include:

- *Only one known source exists for supplies or services as determined by documented research;*
- *No other reasonable alternative source exists that meets the College's requirements;*
- *Only one source meets the business needs of the agency/state (e.g., compatibility, unique feature to meet state's business need, etc.);*
- *Procurement of public utility services.*

What's not a sole source procurement?

- *A requirement for a particular proprietary product or service does not automatically justify a sole source procurement if there is more than one potential bidder or offeror for that item.*
- *A preference for a brand name product does not justify a sole source procurement.*
- *A good's or service's "uniqueness" alone may not qualify the producer or supplier of the good or service as a sole provider of a good or service.*

The Requester must furnish the following on the Sole Source Justification Form:

1. State the specific features or performance specifications that are essential or required. (i.e., Exterior / interior size or dimensions are only acceptable as justification if the space available is critical.) Please note: Sole source justifications, written by the vendor / manufacturer, are not acceptable. The Requester must complete the Sole Source Justification form.
2. The Requester must specify the names of vendors who were contacted, along with a description of the essential requirement(s) that other vendors cannot furnish.
3. If requirements involve purchasing a commodity that must be compatible with existing equipment and is available from only one source of supply, the Requester must specifically explain this in the Sole Source Justification form and furnish the previous purchase order number(s) for the existing equipment.
4. A written quote must be furnished, which indicates what discount(s) the College is receiving. A quote indicating a discount does not negate the Purchasing agent from performing a price analysis. If the discount amount or percentage is not given on the quote, the Purchasing agent may need to contact the vendor for that information in order to complete a price analysis. (e.g., All purchases over \$10,000 or greater require three quotes – See Purchasing Procedure 2335). These requirements must be satisfied prior to a purchase order being issued.

Please remember that what the Requester would like to have does not constitute adequate justification for a sole source. A Requester's preference for one vendor/product following market studies, quotations, demonstrations / testing, does not constitute a sole source.

Next Steps:

- The purchasing agent assigned will conduct a thorough market analysis/research to ensure no other vendor/product is available.
- The purchasing agent will submit a Request for Quotes via PublicPurchase which will remain posted for fourteen days.
- If no responses, and research from purchasing agent presents the request to be a Sole Source, the purchasing agent will work with Requester to complete the sole source justification to ensure proper protocol is legally met and approved by the District's Board.

Note: The time-line for a Sole Source could take up to 30 – 120 days.

Bidding and Proposals

Purchase requests that meet or exceed the bid threshold (see Purchasing Procedure 2335) will require Purchasing to request bids from other vendors. If any vendor replies with a bid that meets the essential requirements supplied by the Requester, Purchasing must then proceed with the Competitive Bid Process.

If Requester deems their request to be a Sole Source, Requester must provide a minimum of one (1) competitive quote that indicates discount(s) District is receiving along with completed Sole Source Justification form to Purchasing for review and approval. Competitive quotes are the best way to show that the price is "fair and reasonable". If competitive quotes were not secured, then there should be an explanation of the method used to determine the reasonableness of the price and technical reasons for selecting the suggested supplier. Completion of this form does not guarantee an automatic approval of the "Sole Source" justification. Purchasing will review the justification form prior to submission to the Chief Business officer for final determination of sole source justification. Please complete the following (additional pages may be attached for further documentation):

Purchase Requisition # _____ Date: 8/14/2024
Requester's Name: Jeremy Raisor Phone: 928-536-6231
Department: Financial Aid E-mail: jeremy.raisor@npc.edu
Requester's Signature _____ Dean's Signature _____

NOTE: Sole Source Justification form must be submitted to the Purchasing Department for review and final approval. (See Guide to Submitting Sole Source Justification for details on process and timeline).

I am requesting this purchase as a sole source because (check if applies):

- Vendor is sole provider of licensed or patented goods or services
 - Match existing/compatible with my existing equipment:
 - SJDC ASSET # _____ Serial # _____
 - As a replacement or repair part to match existing equipment (standards)
 - As an accessory or option
 - As a component to be interfaced with the existing equipment
 - Vendor is a sole provider of factory-authorized warranty service
 - Maintenance is from the original equipment manufacturer
- The purchase will be used for:** Classroom/teaching Maintenance/repair
 Other (specify) Financial Aid Office

Name of Academic, Curriculum and/or Research: Ellucian Financial Aid verification software
The purchase will meet the standards advocated by the following (provide the name(s) of center/organization): Ellucian's StudentForms and CampusCommunicator are existing software solutions that we are requesting until the new ERP system is ready to use. This is a one-year renewal of software formerly known as CampusLogic. Please see previous sole source justification for CampusLogic.

What are the unique performance factors of the product specified (list each factor individually with an explanation of its purpose)?

Ellucian's StudentForms and CampusCommunicator is existing software that we are requesting until the new ERP system is implemented.

Why are these specific factors required (attach specification sheet if available)?

Ellucian's software is existing software that we are requesting until the new ERP system is implemented.

What other products have been examined and rejected and why?

Why is the acquisition restricted to this good/service/supplier?

Ellucian's software is existing software that we are requesting until the new ERP system is implemented.

Provide the background of events leading to this acquisition.

The new ERP system will not need supplemental financial aid verification software once implemented. Please see previous sole source justification for CampusLogic.

What are the consequences of not having this sole source approved and going out for full and open competition? (Describe in detail the impact to the department and to the programs)

The Financial Aid Office will not be able to process FAFSA for students in a timely manner.

ATTACHMENT 1- GENERAL SPECIFICATIONS

List the general specifications for your Sole Source Justification request.

NOTE: Do not provide specifications from a specific vendor as this can disadvantage & limit the number of vendors who could provide a bid. It is imperative that NPC demonstrates a fair and impartial competitive acquisition process.

Forward to Purchasing Department

Purchasing Department Use Only

Describe the uniqueness of the acquisition (why was the good/service/supplier chosen?)

What other Community College Districts have utilized this vendor as a Sole Source Purchase?

What are the consequences of not purchasing the good/service or contracting with the proposed supplier?

What market research was conducted to substantiate no competition, including evaluation of other items considered? (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable, the names, phone numbers and addresses of suppliers contacted and the reasons for not considering them must be included or an explanation of why the survey or effort to identify other goods/services was not performed. Be sure to specify the reasons for not meeting specifications.)

Please describe and provide estimates and methodology for total ownership costs that will be required each year beyond this initial acquisition.

Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

Names of other Vendors who can furnish similar products:

Vendor Name Essential Requirement(s) Vendor Unable to Provide

_____	_____
_____	_____
_____	_____

Buyer's Sole Source verification research/results:

_____ Confirmed (specify or attach backup documents) _____ Denied (specify reason for denial)

Request for Quotes submitted date (Public Purchase): _____

Responses? Yes No

List responses: _____

Verified other Community College Districts or government entities have utilized vendor as sole source

Notice of intent to sole source published

Completed by: _____ Date: _____

Procurement Manager: _____ Date: _____

Vice President of Administrative Services: _____ Date: _____



ORDER FORM

This Order Form (the "Order Form") is made by and between ELLUCIAN COMPANY LLC ("Ellucian") as successor-in-interest to both Ellucian CampusLogic Inc. and CampusLogic Inc., and Northland Pioneer College ("Client"). This Order Form is subject to the terms and conditions of the most recent underlying agreement between the parties related to licensing software, providing professional services and/or providing software support services or maintenance, as applicable (collectively, the "Agreement"). This Order Form will constitute a separate and independent contract between the parties hereto

Term. The period commencing on the Beginning Date and continuing until the Expiration Date (each as specified in this Order Form) is the "Initial Term." Following the Initial Term, this Order Form will automatically renew for successive periods of twelve (12) months, at Ellucian's then-current rates unless either party provides written notice to the other party at least ninety (90) days prior to the commencement of the applicable renewal term. Ellucian shall provide Client with current rates in writing at least one hundred twenty (120) days prior to the commencement of the applicable renewal term. The Initial Term combined with any renewal Contract Year(s) is referred to herein as the "Term."

CLOUD SOFTWARE:

For the Cloud Software identified in the Cloud Software Table below, Ellucian grants Client a non-exclusive, non-transferable license to use the Cloud Software during the Term for Client's internal use only, on the terms and conditions of the Agreement. This license with respect to the Cloud Software will begin on the Beginning Date and will continue until the Expiration Date (as those terms are specified below).

Cloud Software			
Description ¹	Beginning Date	Expiration Date	Fee
StudentForms with CampusMetrics	October 1, 2024	September 30, 2025	Included
CampusCommunicator with CampusMetrics	October 1, 2024	September 30, 2025	Included
TOTAL (for Contract Year ending September 30, 2025)			\$67,630

Payment Terms - Cloud Software Fee: For the Cloud Software licensed in this Order Form, subscription fees for each Contract Year will be specified by Ellucian in an annual invoice issued in advance of each such Contract Year (except that the invoice for the initial Contract Year will be issued on or after the Execution Date of this Order Form). The annual subscription fees payable for each Contract Year during the Term are listed in the Cloud Software Table above (or may be combined into a Payment Summary below) and will not increase except as set forth herein or in the Agreement. Payment of the annual subscription fees specified herein is in addition to any subscription fees due under the Agreement or any other software or subscription agreement(s) between the parties.

Notes:

¹ For product descriptions and service standards, see www.ellucian.com/contracts-and-documentation.

Contract Year. As applicable, the term “Contract Year” means each period of twelve (12) months commencing on October 1 during the Term. Depending upon the Execution Date and the parties' intent with respect to aligning payment cycle for the services under this Order Form, the initial Contract Year may be a partial one, in which event fees for that partial, initial Contract Year will be prorated.

Contracted FTE. The Contracted FTE to applicable Software is 1,224.

Invoicing. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client in accordance with the Payment Terms section beneath the applicable Table(s) above.

Payment Terms - Generally. Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by the Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under the Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

Ellucian	Client
By:	By:
<i>Authorized Signature</i>	<i>Authorized Signature</i>
Name:	Name: Dr. Michael Solomonson
<i>Printed</i>	<i>Printed</i>
Title:	Title: Northland Pioneer College Interim President
Date:	Date:

The later date of signature above is the “Execution Date” of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before 9/30/2024.

Client Accounts Payable Contact Information:	
Name:	Accounts Payable Department
Address:	PO BOX 610
City, State, Zip:	Holbrook, AZ 86025
Email Address:	accountspayable@npc.edu
PO# (if applicable)	

Client Cloud Software Provisioning Contact Information:	
Name:	Michael Jacob
Title:	Associate VP Chief Information Officer
Email:	michael.jacob@npc.edu

Governing Board Work Session Agenda

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

The meeting location will be open to the public at 9:55am at the latest.

Or you can join on [WebEx](#) (Passcode AUG24DGB).

Date: August 20, 2024

Time: After regular meeting

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order	Chair Robinson
2.	Adoption of the Agenda (Action)	Chair Robinson
3.	Discussion:	
A.	Master Facilities Plan Director Justin White will discuss the Master Facilities Plan.	Director White
4.	Adjournment (Action)	Chair Robinson

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



Northland Pioneer College

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



Update on 2020 MASTER FACILITIES PLAN

August 20, 2024 – DGB Study Session

Justin White

Director of Facilities & Transportation

Master Facilities Plans

A Master Facilities Plan is a framework for orderly growth and resource management. Helps with student enrollment strategy by providing excellent student learning space and for social interaction.

- 2012
 - Developed with DLR Architects
 - Includes all Campuses; excludes Apache County locations and Kayenta
- 2020
 - Developed with SPS+ Architects
 - Includes all Campuses; excludes Apache County locations and Kayenta
- 2025/2026
 - Plan to update internally
 - Will include all locations including Apache County and Kayenta

Current Priorities

Project Type	Location	Project	Timing	Notes
Renovation	WMC – Goldwater	Welcome Center / One Stop Shop	Complete Fall 2026	Included in 2020 Master Facilities Plan Budget \$5M DGB reserve Construction RFP – Design, Bid, Build
Construction	Kayenta Center	Kayenta Center/SBDC	Complete Spring 2027	Not included in 2020 Mater Facilities Plan Budget \$8.9M grant; must be spent in 36 months Construction RFP – Construction Manager at Risk (CMAR)
Renovation	PDC Skills Center	Step 1 – Renovate old PAD building for Construction Program Step 2 Renovate Skills Center for Automotive/CDL program	Fall 2024 Fall 2025	Not included in 2020 Mater Facilities Plan Budget \$750k from contingency; NAVIT to contribute \$400 for equipment Construction RFP – Design, Bid, Build

Next Projects

Project Type	Location	Project	Timing	Notes
Renovation & Construction	LCC Multipurpose Building & Blunk Building	<p>Cosmetology & Allied Health Expansion</p> <p>Step 1 – Move Cosmetology to Multipurpose Building</p> <p>Step 2 – Expand Blunk building and move Nursing & Allied Health to new Blunk Building</p>	TBD	<p>Included in 2020 Master Facilities Plan</p> <p>Budget \$6M DGB reserve</p> <p>Construction RFP – Design, Bid, Build</p>
Renovation	LCC Parking Lot	Expansion of Parking Lot	TBD	TBD

White Mountain Campus/Show Low Summary of Projects

- Completed construction of new Skills Center
- Completed wayfinding/signage on campus
- Starting renovation of Goldwater Welcome Center/One-Stop-Shop
- Future General Education building on hold – reevaluate later
- Future child care center on hold – no space
- Based on annual budget will continue to work on campus as a “beacon” for community, develop gathering & learning spaces, enhance technology in classrooms & library, address ADA sidewalks
- Food trucks will be allowed on campus to serve students during the academic year

Little Colorado Campus/Winslow Summary of Projects

- Completed one-stop-shop with student services and front office staff in Learning Center at front of campus
- Completed childcare center with Head Start
- Completed wayfinding/signage on campus
- Will renovate Multipurpose Building for Cosmetology program
- Will renovate Blunk Building for Allied Health & Nursing
- Expansion of parking lot will be reassessed after renovations completed
- Renovating tiered classrooms will be reassessed later
- Food trucks will be allowed on campus to serve students during the academic year

Silver Creek Campus/Snowflake Summary of Projects

- Completed one-stop-shop with student services and front office staff in Student Center
- Completed renovation of science classrooms for Massage Therapy
- Completed wayfinding/signage on campus
- Future child care center on hold – no space
- Renovating tiered classrooms will be reassessed later

Painted Desert Campus/Holbrook Summary of Projects

- Completed wayfinding/signage on campus
- Started renovation of First Avenue Location & Skills Center
 - Move construction program from the Skills Center to First Avenue location
 - Renovate Skills Center for Automotive/CDL program
 - Project was not included in the 2020 Master Facilities Plan
- Based on annual budget will continue to work on parking lot expansion, classroom modifications, and reconfiguring staff offices to move student services to Nizhoni and using Tawa and Tiponi for Administrative Offices

DGB Input

- What additional facilities or upgrades do you see are important to grow enrollment or completion?
- Do you have any questions about how our priorities relate to our strategies goal areas?

Northland Pioneer College
Master Facilities Plan - Update
As of 8/7/24

Master Facilities Plans

- 2012** - NPC created first Master Facilities Plan (vendor - **DLR Architects**)
 Includes all Campuses, excludes Apache County locations and Kayenta; 6 locations
- 2020** - NPC Updated the Master Facilities Plan (vendor - **SPS+ Architects**)
 Includes all Campuses, excludes Apache County locations and Kayenta; 6 locations
- 2025** - Modify the Updated Master Facilities Plan (**internal review**)
 Will include all Campuses and Centers; 9 locations
 Will include Kayenta location - new center building ; similar to Whiteriver & Hopi
 Will include Springerville (Apache Co lease) - new Science Lab

Current Priorities

	Project Type	Location	Project	Timing	Notes
1	Renovate	WMC - Goldwater	Welcome Center/One-stop-shop	Fall 2026	Included in 2020 Mater Plan Update. Budget - \$5M DGB reserve. Construction RFP - Bid, Build Design; awarded in June 2024 .
2	Build	Kayenta - Center	Kayenta Center/SBDC	Spring 2027	Not included in 2020 Master Plan Update, requested by Leadership. Budget - \$8.9M Grant; must be spent in 36 months. Construction RFP - Construction Manager at Risk (CMAR); award in August 2024 .

3	Renovate		Automotive program in Holbrook.	Fall 2024	<p>Not included in 2020 Master Plan Update, requested by Leadership.</p> <p>Budget - \$750k budget from contingency; NAVIT plans to contribute \$400k for equipment.</p> <p>Construction RFP - Bid, Build Design; award in September 2024.</p>
		Step 1 - Holbrook 1st Ave Bldg	Renovate old PAD building for Construction program.	Fall 2025	
		Step 2 - PDC Skills Center	Renovate Skills Center for Automotive program.		

Show Low - White Mountain Campus (WMC)

	Project Type	Location	Recommendation	Timing	Notes
1	Build	WMC	Build a new Skills Center.	Done	
2	Build	WMC	Build a new centrally located general education/student success building.		Lower priority; in queue after LCC projects are completed.
	Renovate	WMC	Renovate existing building and consolidate departments into same bulding to maximize efficiency. Allied Health (former Learning Center) Goldwater Welcome Center Aspen Arts Cener Ponderosa Science Center (future)	In progress	Learning Center - on hold; movement of building has stopped. Goldwater - in progress with new Welcome Center. Aspen - modify existing classrooms for Allied Health.
	Other	WMC	Connect new + existing campus buildings with ADA accessible sidewalks.	In progress	Skills Center connected to existing campus; enhanced parking routes/flow. New Welcome Center will be connected to existing campus. In compliance. Remaining sidewalks will be completed with other new building/renovation projects.
	Renovate	WMC	Create one stop shop for student services (Goldwater Welcome Center).	Fall 2026	Construction awarded in June 2024 .

Other	WMC	Develop new wayfinding signage at all campus locations.	Done	
Other	WMC	Develop campus as community beacon.		NPC is holding more events for students and the community. Eagle Fest SBDC / Worforce events Staging for 4th of July parade
Other	WMC	Create a variety of gathering spaces.	In progress	Recent changes: Benches outside Cosmetology building. Kitchenette for Goldwater building Skills Center has a student lounge. Will be incorporated into all new buildings/renovations. New Welcome Center will include employee lounges inside & outside.
Other	WMC	Bring food/beverage services to campus.	Spring 2025	Issue RFP for new vending machine vendors. Allow food trucks on campuses M-Th.
Other	WMC	Develop potential childcare.		No available space on campus; old Maintenance Building used for Procurement/Receiving and PAD related to new Automotive/CDL program in Holbrook.
Other	WMC	Develop student social & learning spaces.	In progress	Will be incorporated into all new buildings/renovations. Skills Center has a student lounge. New Welcome Center will include employee lounges inside & outside.
Other	WMC	Upgrade technology in all of the classrooms and in the talon classrooms as well.	TBD	TAS will be lead.

Other	WMC	Enhance technology of modern library.	TBD	TAS will be lead.
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Winslow - Little Colorado Campus (LCC)

Observations:

- 1 *The Cosmetology Department has outgrown the portables and requires modernization and additional space.*
- 2 *The Allied Health Department is in demand and requires more space.*
- 3 *The Multipurpose building has underutilized space.*

	Project Type	Location	Opportunities	Timing	Notes
			Cosmetology department has outgrown portables and requires modernization and additional space.		Renovate Multipurpose building for Cosemtology program and eliminate portables. Budget - Cosmetology & Allied Health renovations have a \$6M reserve.
			Allied Health department is in demand and requires more space.		Renovate or add additional square footage to Blunk Buidling for Allied Health and Nursing programs. Budget - Cosmetology & Allied Health renovations have a \$6M reserve.
1	Other	Campus	Expand the parking lot near the Blunk building.		Lower priority; reassess after Cosmetology & Allied Health moves.
2	Other	Learning Center	Consolidate Student Services and make easy to find.	Done	Student Services colocated with the campus office staff closer to the front of campus in the Learning Center.
3	Renovate	LCC	The Learning Center Symposium, 102 and 104 rooms tiered floors have limited functionality & flexibility. Consider a flat floor solution.		Lower priority.
4	Build	Campus	Plan for a childcare center (consider drainage, consider across drive from Ruby Hill).	Done	
5	Renovate	Campus	There is building space between Blunk Building and Learning Center.		Space may be used to increase square footage of Blunk.

6

7

Renovate	Campus	There will be building space when the Cosmetology Department portable is removed.		Future use.
Renovate	LCC	Move the campus office closer to the front of campus in the Learning Center.	Done	
Other	Campus	Develop new wayfinding signage at all campus locations.	Done	

Snowflake - Silver Creek Campus (SCC)

Observations:

- 1 *There is ample learning space on campus.*
- 2 *Consolidate student services into Student Center to create a one stop shop for admissions.*

	Project Type	Location	Opportunities	Timing	Notes
	Renovate	Student Center	Consolidate student services into Student Center to create a one stop shop for admissions.	Done	
1	Renovate	Student Center	Utilize Student Center science classrooms.	Done	Renovated space for Massage Therapy. Supplies for Nursing redistribute; following JIT process for supplies.
2	Renovate	Learning Center	Symposium , 102 and 104 tiered floors have limited functionality and flexibility, consider a flat floor solution.		Lower priority.
3	Other	Campus	Plan for childcare (east side of rear parking lot).		No available space on campus.
4	Other	Campus	Recognize Senior Center drive use.		Could limit future expansion. Offer alternative road to city of Snowflake.
	Other	SCC	Develop new wayfinding signage at all campus locations.	Done	

Holbrook - Painted Desert Campus

Observations:

- 1 *There is ample learning space on campus.*
- 2 *Provide additional parking east of Tawa to serve the Skills Center.*

	Project Type	Location	Opportunities	Timing	Notes
	Other	Campus	Provide additional parking east of Tawa to serve the Skills Center.		
1	Renovate		Reorganize Tawa and Tiponi to be Districtwide administrative offices. Locate all student services into Nizhoni to provide a one stop shop for admissions.	In progress	Assessing movement of classrooms from Tawa to Nizhoni Learning Center. Reassessing student services needs and building constraints.
2	Other	Campus	Provide visual and pedestrian connection between Nizhoni and Skills Center to encourage student connectivity.		Reassessing need.
3			Classroom reconfiguration to increase class capacity. NCL 142 and 147: divide each to create four classrooms out of existing two classrooms. NCL 136 or 166 (Talon HS): combine the spaces and divide existing classrooms to create three new classrooms.		Reassessing need.

4

Renovate		The area east of the Skills Center, in the area of the technology storage building remains unassigned.		Space will be used for new Automotive/CDL program.
Other	PDC	Develop new wayfinding signage at all campus locations.	Done	

Whiteriver

Observations:

- 1 *WRC has specific community needs such as internet access and computer resources.*
- 2 *Community has instituted a GED requirement for Tribal administration employment.*

	Project Type	Location	Opportunities	Timing	Notes
1	Renovate		Additional general education space is needed. Classrooms are at full use capacity.		Dependent on enrollment.
2	Build/Renovate		The Construction Department is in a limited space portable. The department can benefit from a permanent building with a high ceiling and concrete floors.		Additional conex boxes have been provided to create an outdoor working space.
3	Build/Renovate		The Allied Health Nursing Program is in a limited space portable. The program can benefit from a permanent building with ample space.		Dependent on enrollment.
4	Other		Plan for growth.		Security issues have been addressed but two side of main building is still exposed. Could expand the property fence and enclose one additional side of main building.

Hopi

Observations:

- 1 *The Hopi community is unique with traditional learning and living values. Traditional learning techniques such as physical books and lecture classrooms are*
- 2 *There are no consumer services nearby, therefore students often stay on site for the entire day. The library and lounge spaces are in high demand.*

	Project Type	Location	Opportunities	Timing	Notes
1	Other		Internally review classroom and office uses. Relocate as appropriate.		Evaluate in FY25 after new Center Manager is hired.
2	Other		Maximize existing space via furniture at library and lounge.		Evaluate in FY25 after new Center Manager is hired.
3	Other		Provide on-going maintenance.	Done	Hired a year-round temporary employee.

Northland Pioneer College
Master Facilities Plan - Update
Show Low - White Mountain Campus

Project Type	Project	Status/Deadline
Build	Skills Center	Done
Other	Wayfinding Signs	Done
Renovate	Aspen - Allied Health	Fall 2024
Renovate	Goldwater/One-stop-shop	Fall 2025
Build	General Education	Lower priority
Renovate	Ponderosa	Future
Other	Food/Beverage Services	Spring 2025
Other	Childcare Services	On hold
Other	ADA Accessible Sidewalks	
Other	Gathering Spaces	
Other	Student Social & Learning Spaces	
Other	Tech Upgrade	
Other	Enhance Tech for Library	
Other	Community Beacon	

Notes

\$5M reserve
Issue RFP for vendors
No available space; Old Maintenance Building used for
Not separate projects; incorporated into all new buildings and renovations.
Also include family bathrooms.