

# Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will meet for a regular District Governing Board Meeting, open to the public, on **June 16, 2020 beginning at 10:00 a.m.** The meetings will be held on [Zoom](#) and you can also join by calling **1 669 900 6833 and using meeting ID: 979 6646 4236.**

One or more Board members and/or staff members may participate in the meetings by telephone if necessary.

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

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

I, Paul Hempsey, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 15<sup>th</sup> day of June, 2020, at 10:00 a.m.

Paul Hempsey  
Recording Secretary to the Board

## NOTICE DISTRIBUTION

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



Northland Pioneer College Mission:

# NPC provides, supports and promotes lifelong learning.

**Our Shared Vision:**

NPC provides a learner-centered environment, responds to community needs through effective and innovative service to our students, and fosters professional growth and collegial collaboration.

**Our Shared Values:**

NPC upholds the following values:

- A quality learning environment
- Diversity and accessibility
- Integrity and accountability
- Collaboration toward success



# Governing Board Meeting Agenda

**ZOOM**

Or you can join by calling 1 669 900 6833 and using meeting ID: 979 6646 4236.

**Date:** June 16, 2020

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

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance .....	Chair Lucero
2.	Adoption of the Agenda ..... (Action)	Chair Lucero
3.	Call for Public Comment..... <small>Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.</small>	Chair Lucero
4.	<b>Reports:</b>	
A.	<a href="#">Financial Position</a> .....	VPAS Ellison
B.	NPC Student Government Association (SGA) .....	No Report
C.	NPC Faculty Association .....	No Report
D.	Classified & Administrative Staff Organization (CASO).....	CASO
E.	NPC Friends and Family.....	Director Wilson
F.	<a href="#">Human Resources</a> .....	Written Report
5.	Consent Agenda..... (Action)	Chair Lucero
A.	May 19, 2020 <a href="#">Budget Hearing Minutes</a>	
B.	May 19, 2020 <a href="#">Special Board Meeting Minutes</a>	
C.	May 19, 2020 <a href="#">Regular Meeting Minutes</a>	
D.	<a href="#">TALON to Consortium IGA Amendments</a> between Navajo County Community College District and Dishchiibikoh Community School District; Joseph City USD; Red Mesa USD; Sanders USD; Snowflake USD; Whiteriver USD.	
E.	<a href="#">IGA between</a> Navajo County Community College District and Navajo County for emergency notifications.	
6.	<b>Old Business:</b> None.	
7.	<b>New Business:</b>	
A.	<a href="#">Scholarship Update</a> .....	VPLSS Clark
B.	Program Review: <a href="#">Disability Resource &amp; Access (DRA)</a> .....	Coordinator Manor
C.	Program Update <a href="#">Surgical Tech &amp; Massage Therapy</a> .....	VPLSS Clark
D.	Higher Learning Commission <a href="#">Financial Ratios</a> .....	VPAS Ellison
E.	<a href="#">Call for Election</a> ..... (Action)	President Vest
F.	2020-21 & 2021-22 <a href="#">Academic Calendar Revisions</a> ..... (Action)	VPLSS Clark
G.	<a href="#">2022-2023 Academic Calendar</a> ..... (Action)	VPLSS Clark
H.	<a href="#">Annual CFO Designation</a> ..... (Action)	VPAS Ellison
I.	Request to Approve Annual <a href="#">Renewal of Jenzabar</a> ..... (Action)	CIO Estes
J.	Request to Award Contract: <a href="#">Uniformed Security Services</a> ..... (Action)	VPAS Ellison
K.	Recommendation to <a href="#">Partner with Achieve60AZ on Grant</a> ..... (Action)	President Vest
L.	<a href="#">2020-2022 Dual Enrollment IGAs</a> ..... (Action)	VPLSS Clark
M.	<a href="#">Policy 1102 - Equal Opportunity, Harassment, and Nondiscrimination Policy</a> ..... (Action)	VPLSS Clark
8.	<b>Standing Business:</b>	
A.	President's Report.....	President Vest
B.	DGB Agenda Items and Informational Needs for Future Meetings.....	Chair Lucero

- 9. **Board Report/Summary of Current Events .....** Board Members
- 10. **Announcement of Next Regular Meeting .....August 18, 2020** Chair Lucero
- 11. **Executive Session: Pursuant to ARS 38-431.03(A)(1) – the District Governing Board may vote to enter Executive Session for discussion on the President’s performance and contract..... (Action)** Chair Lucero
- 12. **Possible Action on the President’s Contract..... (Action)** Board Members
- 13. **Adjournment..... (Action)** Chair Lucero

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



## Northland Pioneer College

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NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2019 to April 30, 2020

Budget Period Expired

83%

**Tax Supported Funds**

	General Unrestricted			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Primary Tax Levy	15,254,000	2,128,235	12,952,033	85%
State Aid:				
Maintenance and Operations	1,567,700	391,925	1,567,700	100%
Equalization	7,751,900	1,937,975	7,751,900	100%
Rural Aid	889,200	222,300	889,200	100%
Tuition and Fees	4,860,000	113,840	3,703,855	76%
Investment earnings	-	177,822	1,094,278	
Grants and Contracts	1,306,400	65,480	788,511	60%
Other Miscellaneous	-	10,300	232,396	
Fund Balance	-			
Transfers	(2,900,000)	(83,943)	(1,447,294)	50%
<b>TOTAL REVENUES</b>	<b>\$ 28,729,200</b>	<b>\$ 4,963,934</b>	<b>\$ 27,532,579</b>	<b>96%</b>

<b>EXPENDITURES</b>				
Salaries and Benefits	18,897,429	1,522,626	14,781,168	78%
Operating Expenditures	9,831,771	226,262	5,115,372	52%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 28,729,200</b>	<b>\$ 1,748,888</b>	<b>\$ 19,896,540</b>	<b>69%</b>

	Unrestricted Plant			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
State Aid:				
Capital/STEM	339,500	84,875	339,500	100%
Fund Balance - WMC Facilities	12,500,000		-	0%
Transfers	2,000,000		774,040	39%
<b>TOTAL REVENUES</b>	<b>\$ 14,839,500</b>	<b>\$ 84,875</b>	<b>\$ 1,113,540</b>	<b>8%</b>

<b>EXPENDITURES</b>				
Capital Expenditures	2,339,500	1,664	971,730	42%
Capital Expenditures - WMC Facilities	12,500,000	75,190	133,790	1%
<b>TOTAL EXPENDITURES</b>	<b>\$ 14,839,500</b>	<b>\$ 76,854</b>	<b>\$ 1,105,520</b>	<b>7%</b>

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
 Statement of Financial Position  
 July 1, 2019 to April 30, 2020

Budget Period Expired 83%

**Restricted and Auxiliary Funds**

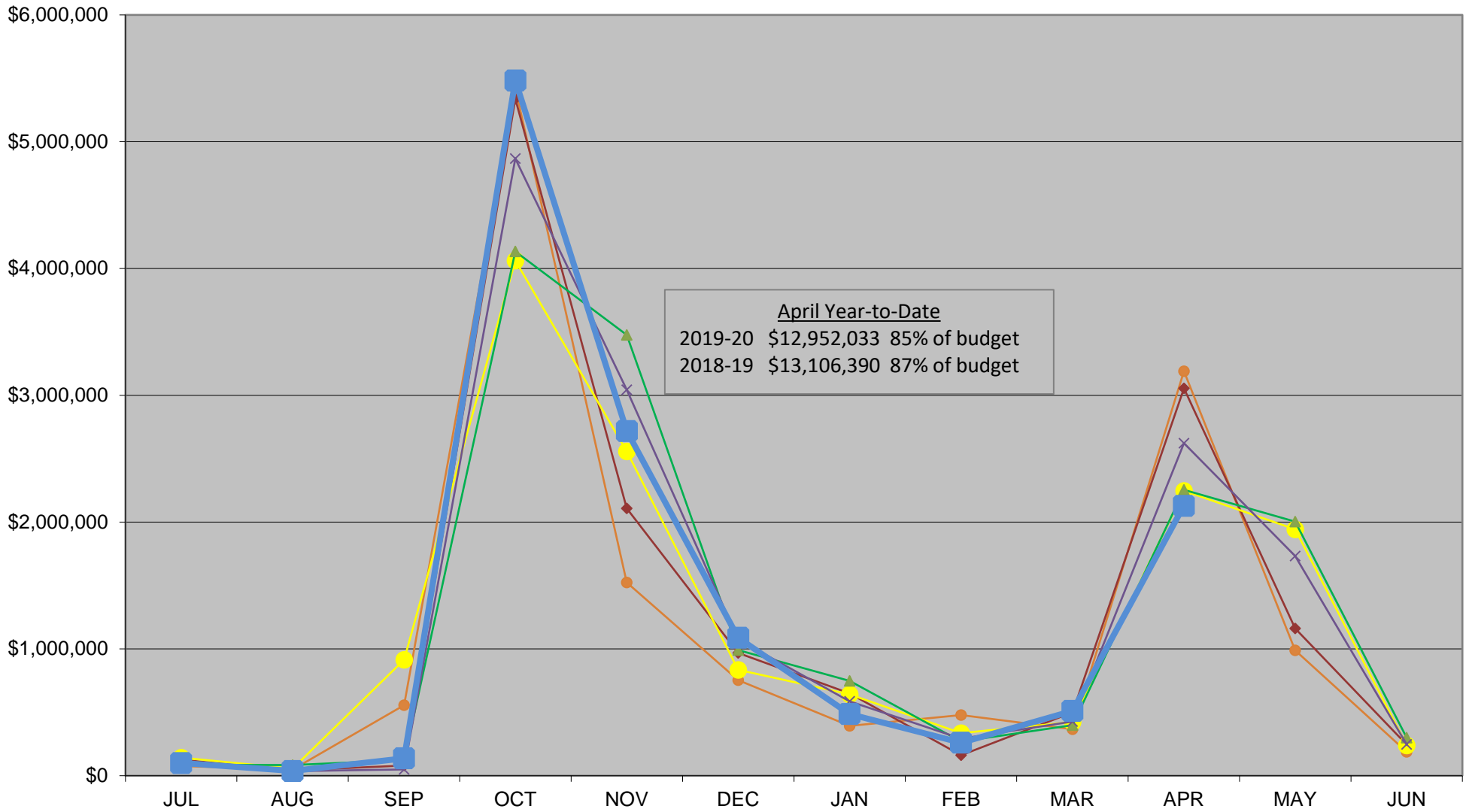
	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Grants and Contracts	6,000,000	269,748	3,571,720	60%
Fund Balance	-			
Transfers	600,000	77,383	527,383	88%
<b>TOTAL REVENUES</b>	<b>\$ 6,600,000</b>	<b>\$ 347,131</b>	<b>\$ 4,099,103</b>	<b>62%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	976,929	100,827	1,003,431	103%
Operating Expenditures	5,623,071	86,399	3,095,672	55%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,600,000</b>	<b>\$ 187,226</b>	<b>\$ 4,099,103</b>	<b>62%</b>

	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Sales and Services	300,000	44	60,166	20%
Fund Balance	-			
Transfers	300,000	6,560	145,871	49%
<b>TOTAL REVENUES</b>	<b>\$ 600,000</b>	<b>\$ 6,604</b>	<b>\$ 206,037</b>	<b>34%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	298,971	5,724	131,732	44%
Operating Expenditures	301,029	880	74,305	25%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 600,000</b>	<b>\$ 6,604</b>	<b>\$ 206,037</b>	<b>34%</b>

**Cash Flows**

Cash flows from all activities (YTD) .....	\$32,951,259
Cash used for all activities (YTD) .....	\$25,307,200
Net Cash for all activities (YTD) .....	\$7,644,059

### Monthly Primary Property Tax Receipts



April Year-to-Date  
 2019-20 \$12,952,033 85% of budget  
 2018-19 \$13,106,390 87% of budget

**DGB Human Resources Update  
June 9, 2020**

**OPEN POSITIONS**

1. Carl Perkins Grant Specialist – Open until filed. 12 applicants.
2. Community & Corporate Learning Specialist – Open until filled. 7 applicants.
3. Early College Advisor – Open until filled. 1 applicant.
4. Early College Advisor 2 – Open until filled. 1 applicant.
5. EMS Program Coordinator – Open until filled. 4 applicants.
6. English Language Acquisition for Adults (ELAA) Faculty / Instructional Leader / Success Coach – Open until filled. 7 applicants.
7. Faculty in Biology / Chemistry – SPE – Open until filled. 9 applicants.
8. Faculty in Chemistry / Biology – Open until filled. 13 applicants.
9. Faculty in Educational Technology / Department Chair – Open until filled. 11 applicants.
10. Faculty in Energy & Industrial Technician – Open until filled. 5 applicants.
11. Faculty in Mathematics – SCC. Open until filled. 11 applicants
12. Marketing Writer – Open until filled. 0 applicants.
13. System Support Technician – Open until filled. 17 applicants.

**CLOSED: IN REVIEW**

14. Administrative Assistant to Dean of Instructional Innovation. Closed May 6, 2020. 2 applicants.
15. Administrative Assistant to the Director of Nursing and Allied Health – Closed June 7, 2020 5 applicants.
16. Auto Mechanic – Closed May 9, 2020. 12 applicants.
17. Faculty in College & Career Preparation Instructor. Closed May 6, 2020. 50 applicants.
18. Faculty in Sociology/Anthropology. Closed June 7, 2020. 51 applicants.
19. Instructional Designer – Closed April 30, 2020. 13 applicants.
20. Interim Faculty in Computer Information Systems – Remote (Special Status Two-Year Appointment. Closed May 20, 2020. 1 applicant.
21. Systems Engineer – Closed February 13, 2020. 17 applicants.

**FILLED**

22. Chief Human Resources Officer – Lynda Anderson-Casey. Start date July 1, 2020 at PDC.
23. Curriculum Coordinator – Michael Broyles, Ph.D. Start date August 3, 2020 at SCC.
24. Dean of Instruction Innovation. Wei Ma, Ph.D. Start date July 1, 2020 at WMC.
25. Director of Nursing and Allied Health Services – Ruth Zimmerman. Start date July 1, 2020 at WMC.
26. Director of Small Business Development Center- Richard Chanick. Start date July 1, 2020 at WMC.
27. Early College Coordinator – April Horne. Start date July 1, 2020 at SCC.
28. EMS Program Clerk – Jana Dixon. Start June 1, 2020 at SCC.
29. Faculty in Mathematics – Xie “Shirley” Xe. Start date August 17, 2020 at WMC.



**Navajo County Community College District  
2020-2021 Proposed Budget Public Hearing Minutes**

May 19, 2020 – 10:00 a.m.

**Zoom**

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**Governing Board Member Present:** Mr. Everett Robinson; Mr. Elias Jouen; Mr. Derrick Leslie; Mr. Daniel Peaches; Mr. Frank Lucero

**Governing Board Member Present by Phone:**

**Governing Board Member Absent:**

**Staff Present:** President Mark Vest; Vice President for Learning and Student Services (VPLSS) Jessica Clark; Vice President for Administrative Services (VPAS) Maderia Ellison; Chief Information Officer (CIO) Scott Estes; Recording Secretary to the Board Paul Hempsey.

**Others Present:** Denise Rominger; Donna Krieser; Cassie Dows; David Huish; Peggy Belknap; Ann Hess; Jessica Kitchens; Judy Yip-Reyes; Betsy Wilson; Rob Pian; Kevin Jones; Gail Campbell; Richard Strickland; Daphne Brimhall; Amber Hill; Lauren Maestas; Tamara Osborne; Lori Cormona; Ernie Hess; Lia Keenan; Rickey Jackson; Ruth Zimmerman; Terrie Shevat; Myrtle Dayzie-Grey; Jeremy Raisor; Josh Rogers; Rebecca Hunt.

**Agenda Item 1: Call to Order**

Chair Lucero called the meeting to order at 10:00 a.m.

**Agenda Item 2: Presentation of Proposed 2020-2021 Budget**

VPAS Ellison addressed the Board and presented the Proposed 2020-2021 Budget, commenting that the information had not changed from last month's presentation.

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

VPAS Ellison read a statement received from Mr. Jerry Brownlow in support of the proposed budget.

**Agenda Item 4: Adjournment**

*The meeting was adjourned at 10:11 a.m. upon a motion by Mr. Peaches, a second by Mr. Leslie. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.*

Respectfully submitted,





Paul Hempsey  
Recording Secretary to the Board

DRAFT

Navajo Community College District Proposed Budget Public Hearing – 5/19/20 – Page 2 of 2



# Northland Pioneer College

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# Navajo County Community College District Special Board Meeting Minutes

May 19, 2020 – 10:00 a.m.

Zoom

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**Governing Board Member Present:** Mr. Everett Robinson; Mr. Elias Jouen; Mr. Derrick Leslie; Mr. Daniel Peaches; Mr. Frank Lucero

**Governing Board Member Present by Phone:**

**Governing Board Member Absent:**

**Staff Present:** President Mark Vest; Vice President for Learning and Student Services (VPLSS) Jessica Clark; Vice President for Administrative Services (VPAS) Maderia Ellison; Chief Information Officer (CIO) Scott Estes; Recording Secretary to the Board Paul Hempsey.

**Others Present:** Denise Rominger; Donna Krieser; Cassie Dows; David Huish; Peggy Belknap; Ann Hess; Jessica Kitchens; Judy Yip-Reyes; Betsy Wilson; Rob Pian; Kevin Jones; Gail Campbell; Richard Strickland; Daphne Brimhall; Amber Hill; Lauren Maestas; Tamara Osborne; Lori Cormona; Ernie Hess; Lia Keenan; Rickey Jackson; Ruth Zimmerman; Terrie Shevat; Myrtle Dayzie-Grey; Jeremy Raisor; Josh Rogers; Rebecca Hunt.

## **Agenda Item 1: Call to Order**

Chair Lucero called the meeting to order at 10:12 a.m.

## **Agenda Item 2: Request to Approve 2020-2021 Proposed Tax Rate & Levy**

VPAS Ellison reviewed the Request to Approve the 2020-2021 Proposed Tax Rate & Levy.

*Mr. Robinson moved to approve the proposed 2020-2021 property tax levy rate and levy as presented. The motion was seconded by Mr. Leslie. **The vote passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.***

## **Agenda Item 3: Request to Approve 2020-2021 Proposed Budget**

VPAS Ellison reviewed the request to Approve 2020-2021 Proposed Budget with the Board.

*Mr. Peaches made a motion to approve the 2020-2021 Budget as proposed. Mr. Robinson seconded. **The vote passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.***

## **Agenda Item 4: Request to Adopt 2021-2023 Proposed Capital Budget**

VPAS Ellison reviewed the request to adopt the 2021-2023 Capital Budget stating only year one was in the budget and the additional two years were for information purposes.



*Mr. Robinson made a motion to adopt the proposed 2021-2023 Capital Budget as presented. Mr. Peaches seconded. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.*

**Agenda Item 5: Adjournment**

*The meeting was adjourned at 10:25 a.m. upon a motion by Mr. Leslie, a second by Mr. Peaches. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.*

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board

DRAFT



# Navajo County Community College District Governing Board Meeting Minutes

May 19, 2020 – 10:00 a.m.

ZOOM

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**Governing Board Member Present:** Mr. Derrick Leslie; Mr. Everett Robinson; Mr. Elias Jouen; Mr. Daniel Peaches; Mr. Frank Lucero.

**Governing Board Member Present by Phone:**

**Governing Board Member Absent:**

**Staff Present:** President Mark Vest; Vice President for Learning and Student Services (VPLSS) Jessica Clark; Vice President for Administrative Services (VPAS) Maderia Ellison; Chief Information Officer (CIO) Scott Estes; Recording Secretary to the Board Paul Hempsey.

**Others Present:** Denise Rominger; Donna Krieser; Cassie Dows; David Huish; Peggy Belknap; Ann Hess; Jessica Kitchens; Judy Yip-Reyes; Betsy Wilson; Rob Pian; Kevin Jones; Gail Campbell; Richard Strickland; Daphne Brimhall; Amber Hill; Lauren Maestas; Tamara Osborne; Lori Cormona; Ernie Hess; Lia Keenan; Rickey Jackson; Ruth Zimmerman; Terrie Shevat; Myrtle Dayzie-Grey; Jeremy Raisor; Josh Rogers; Rebecca Hunt; Rachel Yanof; Matt Weber.

**Others Present by Phone:**

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

Chair Lucero called the meeting to order at 10:26 a.m. and led the Pledge of Allegiance.

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

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

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

None.

## **Agenda Item 4: Reports**

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

VPAS Ellison addressed the Board and reviewed the Financial Position Report.

### **4.B. NPC Student Government Association (SGA)**

Written Report.



#### **4.C. Faculty Association**

Kevin Jones, incoming President of Faculty Association, addressed the Board and provided information on the elections that were just held and a short report on current activities.

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

Rebecca Hunt, President of CASO, addressed the Board and reported on the current activities from CASO including the upcoming elections for the position of Vice President.

#### **4.E. NPC Strategic Planning and Accreditation Steering Committee (SPASC)**

Kevin Jones, Co-chair of SPASC, reported on current attempt to redesign the committee within the newly suggested Integrated Planning work flow.

#### **4.F. Friends and Family**

Director Wilson addressed the Board and provided an update on scholarships for the Fall semester as well as recent and upcoming activities from Friends and Family.

#### **4.G. Human Resources**

Written Report.

President Vest announced the receipt of a signed contract from Lynda Anderson-Casey who will be joining the college as the Chief Human Resources Office on July 1.

Mr. Leslie asked how the new CHRO would participate in the Payroll RFP process prior to her contract start date. President Vest responded that, should Ms. Anderson-Casey be available, she would work on a temporary employment contract at her hourly rate.

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

- A. April 14, 2020 Work Session Minutes
- B. April 14, 2020 Regular Meeting Minutes

*Mr. Robinson made a motion to accept the consent agenda as presented. Mr. Leslie seconded. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.*

#### **Agenda Item 6: Old Business**

None.

#### **Agenda Item 7: New Business**

##### **7.A. Achieve60AZ Presentation**

Rachel Yanof, Executive Director of Achieve60AZ, provided a presentation on the history and current information and activities from the organization.

Mr. Lucero asked if Achieve60AZ was working with issues at the K through 12 level. Ms. Yanof responded that the organization does not lobby at the legislature but works with partners and the State Board of Education to advocate for competency based learning and higher graduation standards in high schools.

Navajo County Community College District Governing Board Meeting – 05/19/2020 – Page 2 of 5



# Northland Pioneer College

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### **7.B. Request to Award Contract for Design of WMC Skills Center**

VPAS Ellison reviewed the request to award the contract for designing the new Skills Center planned for the White Mountain Campus.

Mr. Lucero asked if the building would be designed with expansion in mind to add square footage in the future. Director Huish noted that this was part of the design.

Mr. Robinson asked if the City of Show Low was going to require an expansion of 8<sup>th</sup> Avenue because of the planned construction. Director Huish noted that they did not have that information yet but would hold a pre-construction meeting with the City to discuss it.

*Mr. Peaches made a motion to approve the award of contract as presented by staff. Mr. Robinson seconded. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.*

### **7.C. Commencement Update**

Cassie Dows, Commencement Coordinator, addressed the Board and provided an update on how the college would hold a virtual Commencement ceremony.

Mr. Lucero noted that Ms. Dows and her team were doing an excellent job in a difficult situation.

### **7.D. Strategic Planning Report**

Judy Yip-Reyes, Director of Institutional Effectiveness, addressed the Board and provided a report on how the college was planning to move Strategic Planning forward at the college.

### **7.E. Institutional Effectiveness Quarterly Report**

Director Yip-Reyes noted some of the activities her department was currently working on and the effect the pandemic had on some of these activities. Director Yip-Reyes then reviewed the 2019-20 Economic Impact Study commissioned by the Arizona Community College Coordinating Council (AC4) noting the report was received in February 2020 and therefore the impacts estimated in the study were pre-pandemic.

### **7.F. President's Evaluation Process**

President Vest addressed the Board and provided a reminder and brief overview of the President's evaluation process which will take place at the June meeting.

### **7.G. Recommended Change to Policy 1136**

Director Wilson reviewed the recommended changes to Board Policy 1136 and the reasoning behind the request.

Chair Lucero asked to see the intended changes to the Tuition Waiver Procedure as he had concerns over the broad nature of the policy.

*Mr. Peaches made a motion to table the item. With no second the motion was not considered.*





President Vest shared, on the screen, the expected changes to Procedure 2744.

*Mr. Robinson made a motion to approve Policy 1136 as presented. Mr. Peaches seconded. **The vote passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.***

#### **7.H. Request to Approve Purchase of Laptops, Docking Stations, and Computers**

CIO Estes addressed the Board and reviewed the request to purchase 100 laptops, 110 docking stations, and 10 Desktop computers.

*Mr. Robinson made a motion to approve the purchase of Laptop computers, Docking Stations, and Desktop computers from CDWG in the amount of \$159,658.38 as presented. Mr. Peaches seconded. **The vote passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.***

#### **7.I. Request to Approve Purchase of Mini Dome Cameras**

CIO Estes reviewed the request to purchase cameras noting they were for technology related areas and not part of the overall campus security operations.

*Mr. Robinson made a motion to approve the purchase of Mini Dome Cameras from CDWG in the amount of \$111,613.03 as presented. Mr. Jouen seconded. **The vote passed upon a roll-call vote with, Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor.***

#### **7.J. Request to Approve Purchase of Cisco Catalyst 9200 Switches**

CIO Estes reviewed the request to purchase 24 Catalyst Switches with the Board.

Mr. Lucero asked for information on what exactly a “switch” is. CIO Estes described what the switch is and the job it does within the college technology framework.

*Mr. Robinson made a motion to approve the purchase of 24 Catalyst Switches from CDWG in the amount of \$99,037.47 as presented. Mr. Leslie seconded. **The vote passed upon a roll-call vote with, Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor.***

#### **7.K. Restructure & Changes to Terms of Employment**

VPLSS Clark reviewed the proposed changes to the structure of the college and the position reassignments plus a Reduction in Force request that supports the new structure.

Chair Lucero asked for clarification on the duties of the early college advisor positions which VPLSS Clark provided. Chair Lucero confirmed that they would be receiving training to assist the students they would now be serving. Mr. Leslie asked if the new advisors would be taking the same handbook approach that was presented a couple of months ago. VPLSS Clark noted that they would be cross trained with the Academic Advisors and would have a similar handbook to follow, amended to their needs.





Mr. Leslie asked if the students would receive counseling on Financial Aid and financial literacy should they choose to continue into a full-time student after high school. VPLSS Clark confirmed that this was already part of the TALON program and would be incorporated into the Early College Advisor training and presentations.

Mr. Robinson asked why the Dean of Nursing position was becoming a Director rather than Associate Dean as the college already has an Associate Dean position. VPLSS Clark noted that it was the commonly used title within community colleges and was placed at the same level as an Associate Dean.

*Mr. Robinson made a motion to accept the College restructure and associated changes to terms of employment created by the creation of the new division. Mr. Leslie seconded. **The vote passed upon a roll-call vote with, Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor.***

### **Agenda Item 8: Standing Business**

#### **8.A. President's Report**

President Vest reported on the current situation at the State Legislature and potential bills that may be voted on. President Vest also noted the creation of a Fall Operations Group to develop a return-to-campus scenario for the fall, with the caveat that it could all change as the situation with COVID-19 evolves. Employee contracts should also be mailed out today.

#### **8.B. Agenda Items/Informational Needs for future meetings**

Mr. Robinson reminded staff of his request for an update on the Surgical Technology and Therapeutic Massage programs which VPLSS Clark noted was slated to come to the Board at the June meeting.

### **Agenda Item 9: Board Report/Summary of Current Event**

None.

**Agenda Item 10: Announcement of Next Regular Meeting:** Regular District Governing Board meeting on Tuesday, June 16, 2020.

### **Agenda Item 11: Adjournment**

*The meeting was adjourned at 12:22 p.m. upon a motion by Mr. Leslie and a second by Mr. Robinson. **The vote passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.***

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board



**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
DISHCHIBIKOH COMMUNITY SCHOOL DISTRICT**

This First Amendment is entered by and between Navajo County Community College District (dba Northland Pioneer College; "College"), and **Dishchiibikoh Community School District** ("School District") (collectively "Parties").

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

**WHEREAS**, College and School District entered into an Intergovernmental Agreement for the provision of Concurrent Enrollment Courses via video conferencing to eligible School District students for the 2020-2021 school year ("Concurrent Enrollment IGA"); and

**WHEREAS**, due to economic conditions arising after the Concurrent Enrollment IGA was signed, the College has amended its course offerings and tuition, media and course fees for the programs and School District desires to incorporate those changes into the Concurrent Enrollment IGA;

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

1. Course Offerings. The list of courses offered by the College as available for Concurrent Enrollment in Section 6.4 and Exhibit A shall be amended to include any online course offered by the College.

2. Tuition, media and course fees. Exhibit B, Paragraph 3, "Tuition", is deleted and amended as follows:

Tuition for academic year 2020-2021 is \$79/ credit hour. Due to current economic conditions, a waiver of \$39/credit hour will be issued for all students, bringing tuition to \$40/credit hour. Further, a scholarship of \$40/credit hour will be applied for early college courses, including all courses available for concurrent enrollment, bringing tuition to \$0/credit hour. Scholarship funds will also pay any applicable course and media fees.

3. Effect of the Amendment. Except as modified by this Amendment, and only to the extent so modified, all other terms and conditions of the Concurrent Enrollment IGA will remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument, and photocopy, facsimile, electronic and other copies will have the same effect for all purposes as an ink-signed original.

5. Effective date. The Effective Date of this Amendment shall be July 1, 2020.

IN WITNESS HEREOF, the Parties have signed this Agreement:

COLLEGE

SCHOOL DISTRICT

By: Mark Vest  
Title: President

By:   
Title: Superintendent

5/20/2020

Date

Date

**APPROVAL AS TO FORM**

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the respective Governing Board of each party represented by such attorney, further, that this Agreement is in the proper form and within the powers and authority granted to Dishchii'bikoh Community School, Cibecue, under the laws of the White Mountain Apache Tribe, the State of Arizona, the Articles of Incorporation of the Cibecue Community Education Board, Inc., and the Tribally Controlled School Act.

By:  June 8, 2020  
Legal Counsel for College Date

By:  May 21, 2020  
Legal Counsel for School District Date

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
JOSEPH CITY UNIFIED SCHOOL DISTRICT**

This First Amendment is entered by and between Navajo County Community College District (dba Northland Pioneer College; “College”), and Joseph City Unified School District No. 2 (“School District”) (collectively “Parties”).

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

**WHEREAS**, College and School District entered into an Intergovernmental Agreement for the provision of Concurrent Enrollment Courses via video conferencing to eligible School District students for the 2020-2021 school year (“Concurrent Enrollment IGA”); and

**WHEREAS**, due to economic conditions arising after the Concurrent Enrollment IGA was signed, the College has amended its course offerings and tuition, media and course fees for the programs and School District desires to incorporate those changes into the Concurrent Enrollment IGA;

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

1. Course Offerings. The list of courses offered by the College as available for Concurrent Enrollment in Section 6.4 and Exhibit A shall be amended to include any online course offered by the College.

2. Tuition, media and course fees. Exhibit B, Paragraph 3, “Tuition”, is deleted and amended as follows:

Tuition for academic year 2020-2021 is \$79/ credit hour. Due to current economic conditions, a waiver of \$39/credit hour will be issued for all students, bringing tuition to \$40/credit hour. Further, a scholarship of \$40/credit hour will be applied for early college courses, including all courses available for concurrent enrollment, bringing tuition to \$0/credit hour. Scholarship funds will also pay any applicable course and media fees.

3. Effect of the Amendment. Except as modified by this Amendment, and only to the extent so modified, all other terms and conditions of the Concurrent Enrollment IGA will remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument, and photocopy, facsimile, electronic and other copies will have the same effect for all purposes as an ink-signed original.

5. Effective date. The Effective Date of this Amendment shall be July 1, 2020.

IN WITNESS HEREOF, the Parties sign this Agreement:

COLLEGE

SCHOOL DISTRICT

\_\_\_\_\_  
By: Mark Vest  
Title: President

Bryan Fields  
\_\_\_\_\_  
By:  
Title: Superintendent

\_\_\_\_\_  
Date

May 26, 2020  
\_\_\_\_\_  
Date

**APPROVAL AS TO FORM**

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Governing Board.

By: Kristin Haski June 8, 2020  
Legal Counsel for College Dated

By: [Signature] 5/20/2020  
Legal Counsel for School District Dated

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
RED MESA UNIFIED SCHOOL DISTRICT**

This First Amendment is entered by and between Navajo County Community College District (dba Northland Pioneer College; "College"), and Red Mesa Unified School District No. 27 ("School District") (collectively "Parties").

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

**WHEREAS**, College and School District entered into an Intergovernmental Agreement for the provision of Concurrent Enrollment Courses via video conferencing to eligible School District students for the 2020-2021 school year ("Concurrent Enrollment IGA"); and

**WHEREAS**, due to economic conditions arising after the Concurrent Enrollment IGA was signed, the College has amended its course offerings and tuition, media and course fees for the programs and School District desires to incorporate those changes into the Concurrent Enrollment IGA;

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

1. Course Offerings. The list of courses offered by the College as available for Concurrent Enrollment in Section 6.4 and Exhibit A shall be amended to include any online course offered by the College.

2. Tuition, media and course fees. Exhibit B, Paragraph 3, "Tuition", is deleted and amended as follows:

Tuition for academic year 2020-2021 is \$79/ credit hour. Due to current economic conditions, a waiver of \$39/credit hour will be issued for all students, bringing tuition to \$40/credit hour. Further, a scholarship of \$40/credit hour will be applied for early college courses, including all courses available for concurrent enrollment, bringing tuition to \$0/credit hour. Scholarship funds will also pay any applicable course and media fees.

3. Effect of the Amendment. Except as modified by this Amendment, and only to the extent so modified, all other terms and conditions of the Concurrent Enrollment IGA will remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument, and photocopy, facsimile, electronic and other copies will have the same effect for all purposes as an ink-signed original.

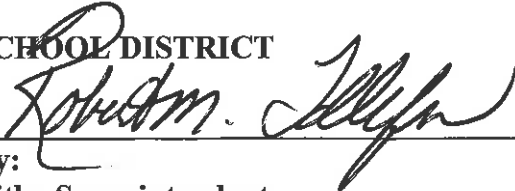
5. Effective date. The Effective Date of this Amendment shall be July 1, 2020.

IN WITNESS HEREOF, the Parties sign this Agreement:

COLLEGE

SCHOOL DISTRICT

By: Mark Vest  
Title: President

By:   
Title: Superintendent

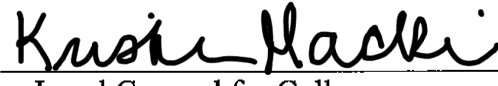
Date

Date

5/27/2020

**APPROVAL AS TO FORM**

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Governing Board.

By:  June 8, 2020  
Legal Counsel for College Dated

By:  5/20/2020  
Legal Counsel for School District Dated



**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
SANDERS UNIFIED SCHOOL DISTRICT #18**

This First Amendment is entered by and between Navajo County Community College District (dba Northland Pioneer College; “College”), and Sanders Unified School District No. 18 (“School District”) (collectively “Parties”).

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

**WHEREAS**, College and School District entered into an Intergovernmental Agreement for the provision of Concurrent Enrollment Courses via video conferencing to eligible School District students for the 2020-2021 school year (“Concurrent Enrollment IGA”); and

**WHEREAS**, due to economic conditions arising after the Concurrent Enrollment IGA was signed, the College has amended its course offerings and tuition, media and course fees for the programs and School District desires to incorporate those changes into the Concurrent Enrollment IGA;

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

1. Course Offerings. The list of courses offered by the College as available for Concurrent Enrollment in Section 6.4 and Exhibit A shall be amended to include any online course offered by the College.

2. Tuition, media and course fees. Exhibit B, Paragraph 3, “Tuition”, is deleted and amended as follows:

Tuition for academic year 2020-2021 is \$79/ credit hour. Due to current economic conditions, a waiver of \$39/credit hour will be issued for all students, bringing tuition to \$40/credit hour. Further, a scholarship of \$40/credit hour will be applied for early college courses, including all courses available for concurrent enrollment, bringing tuition to \$0/credit hour. Scholarship funds will also pay any applicable course and media fees.

3. Effect of the Amendment. Except as modified by this Amendment, and only to the extent so modified, all other terms and conditions of the Concurrent Enrollment IGA will remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument, and photocopy, facsimile, electronic and other copies will have the same effect for all purposes as an ink-signed original.

5. Effective date. The Effective Date of this Amendment shall be July 1, 2020.



IN WITNESS HEREOF, the Parties sign this Agreement:

**COLLEGE**

\_\_\_\_\_  
By: Mark Vest  
Title: President

\_\_\_\_\_  
Date

**SCHOOL DISTRICT**

*Kim Pearce*  
\_\_\_\_\_  
By: Kim J. Pearce  
Title: Superintendent

*6-8-20*  
\_\_\_\_\_  
Date

**APPROVAL AS TO FORM**

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Governing Board.

By: *Kristi Macki* \_\_\_\_\_ June 10, 2020  
Legal Counsel for College Dated

By: *Nathan Sell* \_\_\_\_\_ 5/20/2020  
Legal Counsel for School District Dated

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
SNOWFLAKE SCHOOL DISTRICT**

This First Amendment is entered by and between Navajo County Community College District (dba Northland Pioneer College; "College"), and SNOWFLAKE School District No. \_\_\_ ("School District") (collectively "Parties").

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

**WHEREAS**, College and School District entered into an Intergovernmental Agreement for the provision of Concurrent Enrollment Courses via video conferencing to eligible School District students for the 2020-2021 school year ("Concurrent Enrollment IGA"); and

**WHEREAS**, due to economic conditions arising after the Concurrent Enrollment IGA was signed, the College has amended its course offerings and tuition, media and course fees for the programs and School District desires to incorporate those changes into the Concurrent Enrollment IGA;

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

1. Course Offerings. The list of courses offered by the College as available for Concurrent Enrollment in Section 6.4 and Exhibit A shall be amended to include any online course offered by the College.

2. Tuition, media and course fees. Exhibit B, Paragraph 3, "Tuition", is deleted and amended as follows:

Tuition for academic year 2020-2021 is \$79/ credit hour. Due to current economic conditions, a waiver of \$39/credit hour will be issued for all students, bringing tuition to \$40/credit hour. Further, a scholarship of \$40/credit hour will be applied for early college courses, including all courses available for concurrent enrollment, bringing tuition to \$0/credit hour. Scholarship funds will also pay any applicable course and media fees.

3. Effect of the Amendment. Except as modified by this Amendment, and only to the extent so modified, all other terms and conditions of the Concurrent Enrollment IGA will remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument, and photocopy, facsimile, electronic and other copies will have the same effect for all purposes as an ink-signed original.

5. Effective date. The Effective Date of this Amendment shall be July 1, 2020.

IN WITNESS HEREOF, the Parties sign this Agreement:

**COLLEGE**

**SCHOOL DISTRICT**

\_\_\_\_\_  
By: Mark Vest  
Title: President

  
\_\_\_\_\_  
By:  
Title: Superintendent

\_\_\_\_\_  
Date

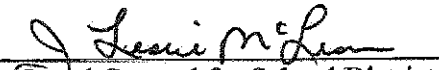
5-21-2020  
\_\_\_\_\_  
Date

**APPROVAL AS TO FORM**

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Governing Board.

By:   
\_\_\_\_\_  
Legal Counsel for College

June 8, 2020  
\_\_\_\_\_  
Dated

By:   
\_\_\_\_\_  
Legal Counsel for School District  
Hu Ford + Horstman

5-21-2020  
\_\_\_\_\_  
Dated

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
WHITERIVER UNIFIED SCHOOL DISTRICT**

This First Amendment is entered by and between Navajo County Community College District (dba Northland Pioneer College; "College"), and Whiteriver Unified School District No. 20 ("School District") (collectively "Parties").

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

**WHEREAS**, College and School District entered into an Intergovernmental Agreement for the provision of Concurrent Enrollment Courses via video conferencing to eligible School District students for the 2020-2021 school year ("Concurrent Enrollment IGA"); and

**WHEREAS**, due to economic conditions arising after the Concurrent Enrollment IGA was signed, the College has amended its course offerings and tuition, media and course fees for the programs and School District desires to incorporate those changes into the Concurrent Enrollment IGA;

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

1. Course Offerings. The list of courses offered by the College as available for Concurrent Enrollment in Section 6.4 and Exhibit A shall be amended to include any online course offered by the College.

2. Tuition, media and course fees. Exhibit B, Paragraph 3, "Tuition", is deleted and amended as follows:

Tuition for academic year 2020-2021 is \$79/ credit hour. Due to current economic conditions, a waiver of \$39/credit hour will be issued for all students, bringing tuition to \$40/credit hour. Further, a scholarship of \$40/credit hour will be applied for early college courses, including all courses available for concurrent enrollment, bringing tuition to \$0/credit hour. Scholarship funds will also pay any applicable course and media fees.

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4. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument, and photocopy, facsimile, electronic and other copies will have the same effect for all purposes as an ink-signed original.

5. Effective date. The Effective Date of this Amendment shall be July 1, 2020.

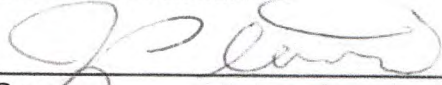


IN WITNESS HEREOF, the Parties sign this Agreement:

**COLLEGE**

**SCHOOL DISTRICT**

\_\_\_\_\_  
By: Mark Vest  
Title: President

  
\_\_\_\_\_  
By: \_\_\_\_\_  
Title: Superintendent

\_\_\_\_\_  
Date

6/3/2020  
\_\_\_\_\_  
Date

**APPROVAL AS TO FORM**

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Governing Board.

By:  June 8, 2020  
\_\_\_\_\_  
Legal Counsel for College Dated

By:  6/4/2020  
\_\_\_\_\_  
Legal Counsel for School District Dated

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT**

**Between**

**Navajo County on behalf of Navajo County Emergency Management**

**And**

**Northland Pioneer College**

**THIS AMENDMENT IS MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020** between Northland Pioneer College, hereinafter "NPC" and Navajo County, a political subdivision of the State of Arizona, ("County") on behalf of Navajo County Emergency Management.

**WHEREAS**, NPC and the County previously entered into an Intergovernmental Agreement for the provision of emergency notifications to the citizens of Navajo County and NPC; and

**WHEREAS**, NPC and County desire to extend the term of the Intergovernmental Agreement for emergency notifications for an additional one (1) year term.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 7; DURATION is amended as follows:

**The term of this IGA shall be for one (1) year effective June 23, 2020 and will automatically renew for up to 4 additional years unless terminated by either party,**

All other provisions of the IGA shall remain as agreed upon on June 14, 2016, unless expressly revised or addressed hereinafter. Any inconsistencies between this Amendment and the IGA shall be controlled by the provisions of this Amendment.

IN WITNESS WHEREOF, the parties to this Amendment to Intergovernmental Agreement for emergency notifications have caused their names to be affixed hereto by their duly authorized officers.

**\*\*THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK\*\***

**SIGNATURE SHEET**

Navajo County

By: \_\_\_\_\_  
Jason Whiting, Chairman  
Navajo County Board of Supervisors

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

ATTEST:

\_\_\_\_\_  
Clerk of Board

APPROVED AS TO FORM AND CONTENT

\_\_\_\_\_  
Attorney

Northland Pioneer College

By: \_\_\_\_\_  
Mark Vest, NPC President

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

ATTEST:

\_\_\_\_\_  
NPC Clerk

APPROVED AS TO FORM AND CONTENT:

Kuski Haski June 8, 2020  
NPC Attorney

## Scholarship Update

**Summary:**

Per District Governing Board request, below is an annual update on scholarship use/statistics/forthcoming changes.

Waiver Type	Fall 2018	Spring 2019	Summer 2019	Fall 2019	Spring 2020	Summer 2020
College Bound	\$57,276 (180)	\$58,904 (199)	\$14,023 (96)	\$46,277 (148)	\$45,815 (161)	\$10,087 (65)*
Finish Line	\$18,386 (52)	\$29,238 (50)	\$3,087 (20)	\$18,079 (43)	\$40,970 (85)	\$655 (5)*
Housing Scholarship	\$2,000 (2)	\$1,000 (1)	\$0 (0)	\$0 (0)	\$4,500 (4)	\$0 (0)*

\*As of June 8, 2020

- College Bound total 2015-16: \$62,520 (268 awards)
- College Bound total 2016-17: \$64,969 (314 awards)
- College Bound total 2017-18: \$117,750 (440 awards)
- College Bound total 2018-19: \$130,203 (475 awards)
- College Bound total 2019-20: \$102,179 (374 awards)
  
- Finish Line total 2015-16: \$66,232 (117 awards)
- Finish Line total 2016-17: \$63,210 (141 awards)
- Finish Line total 2017-18: \$71,536 (165 awards)
- Finish Line total 2018-19: \$50,711 (122 awards)
- Finish Line total 2019-20: \$59,704 (133 awards)



**Northland Pioneer College**

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



- Housing Scholarship total 2015-16: \$16,000 (16 awards)
- Housing Scholarship total 2016-17: \$11,000 (11 awards)
- Housing Scholarship total 2017-18: \$3,000 (3 awards)
- Housing Scholarship total 2018-19: \$3,000 (3 awards)
- Housing Scholarship total 2019-20: \$4,500 (4 awards)

Per the March 2020 District Governing Board meeting, moving forward we are allocating the following scholarship monies to off-set the cost of our Early College Program Tuition. Thus, moving forward we will be reporting on Early College Program Tuition Waivers as well as other scholarships. Reallocating these dollars has allowed us to better support our high school and maintain our partnerships in the upcoming year..

Scholarship / Fund	Amount to Reallocate
College Bound Scholarship	\$100,000
Counselor’s Choice Scholarship	\$40,000
Finish Line Scholarship	\$25,000
President’s Scholars	\$20,000
Housing Assistance Scholarship	\$5,000
Dual Enrollment Stipends	\$75,000
CCP Tuition Reduction	\$25,000
<b>Total</b>	<b>\$290,000</b>

In addition, we are reallocating an \$12,000 from the Housing Scholarship for the creation of a Technology Scholarship. This new scholarship will allow NPC to award up to 24 laptops to students who demonstrate a financial need setting them up better for success. This will leave \$3000 annually in the housing scholarship fund, which based on the five-year analysis/trends, should allow us to continue to meet demand.

As we move forward, Director Jeremy Raisor and VPLSS Clark also plan to implement an annual assessment of our scholarships in consultation with Director Judy Yip-Reyes, so we can ensure the scholarships are meeting the objectives and serving our students.



## Program Review: Disability Resource & Access (DRA)

**Summary:**

The Disability Resource & Access (DRA) office embraces both the spirit and the letter of the Americans with Disabilities Act and its amendments, section 504 of the Rehabilitation Act, and the Carl Perkins Act through ensuring equitable access to education and services. The DRA office strives to provide equitable access to NPC education and programs. The office has one full-time staff who serves as the coordinator and one temporary lab aide. The temporary lab aide provides outreach to all NPC’s high school partners.

For the past 5 years, the Disability Resource & Access (DRA) office served between 130 and 180 students each semester, with service contacts ranging from 260 to 1,620 contacts each semester. Students were mostly referred by NPC faculty for the service. The majority of the DRA budgets are utilized in acquiring contracted services. Current resources are being maxed out to meet student needs in other object codes while reserving contacted services object code in the event that there is an unexpected increase in the number of Deaf or hard of hearing students. Future student growth or contacts will require additional resources (temporary help with outreach to high school partners, ASL tutor, new tablets with high resolution cameras).

	In-person local	Video Remote Interpreting	In-person Phoenix
Average hourly cost	\$50/hour	\$2.45/minute	\$50-75/hour
Travel costs, per diem, etc.	none	none	\$50-75/hour while driving, hotel and meals if class finishes after 5pm
Mileage	.445/mile	none	.60/mile
Cost of one 3 credit class for 16 weeks that concludes at 6pm	\$2,700.48	\$7,056	\$16,096
Cost of 12 evening credits	\$10,801.92	\$28,224	\$64,384



The DRA office is doing some things well each semester: communicating with instructors through student snapshots, authorization letters that are available through both email and DRA webpage, and week 10 surveys. DRA office will continue to have these routine contacts with faculty.

There are some areas that could be improved upon: communicating with high school Special Ed departments and other offices within NPC. The information regarding these areas comes from the 10-year survey of referral sources to DRA. Accommodations for online instruction has long been an area of struggle. An anticipated benefit of these times with COVID-19 is that video captioning and webpage accessibility will receive greater attention at NPC.

To address the goal of improving in this area, DRA office has implemented the following tasks:

- 1) Prior to school closures until the end of the school year by Governor Ducey in response to the COVID-19 pandemic, presentations were beginning to occur reaching out to Special Ed departments in high schools in Pinetop/Lakeside, Show Low, Snowflake, Holbrook, Joseph City, and Winslow.
- 2) Give away items have been purchased and are ready to be disbursed once school is in session again.
- 3) Cross-training has been quite successful within NPC in helping those that do not deal with a particular subject every day but do get related questions to have reliable, consistent information to give to students. The DRA office would like to meet with NPC Financial Aid manager, Marletha Baloo to get ideas on how cross-training can help others within NPC and begin DRA cross-training within two years.
- 4) Creating an informational flyer that identifies what information can be found on the DRA webpage and continuing measuring traffic on the DRA webpage will hopefully provide an increase to the webpage and ideas on how to improve the content to be more user-friendly.
- 5) Work with Social Media Specialist to get Disability Awareness flyers posted and create ways in which people can comment on their increased awareness.
- 6) Talk with faculty and ask if they would like to incorporate disability awareness activities in their Fall semester classes.
- 7) Explore student activities options for students to increase disability awareness through student clubs.



# DISABILITY RESOURCE & ACCESS

Program Review 2020

# KEY ITEMS

- First long term study focused on referral sources over last 10 years
- NPC Faculty are the leading source of referrals over any other group
- Work is needed to improve referrals from high school special ed departments

# KEY ITEMS

- Each semester faculty and students are asked to provide feedback at week 10 of a 16 week semester
- Faculty view the student snapshot sent out by week 2 of the semester to be helpful
- Most faculty receive their authorization letters via email over DRA webpage
- Students believe that their accommodations helped them successfully complete their courses
- Most students find the process of requesting accommodations convenient

# LOOKING AHEAD

- DRA office is currently in the process of changing its name to be more inclusive to those students who do not identify as having a disability but do have an Individualized Education Plan (IEP) or 504 plan
- DRA office will be joining Early College, Library Services, and Instructional Design under the newly created Dean of Instructional Innovation on July 1st

# GOALS

- Defining Universal Design, the method of presenting information in a variety of formats so the user chooses what is best for them, and its application at NPC will be an upcoming goal
- Training on resources and tools available on the DRA webpage is also an upcoming goal
- Making more contacts with high school special education departments and students resulting in transitions to NPC will be a primary goal



THANK YOU!

## Program Update Surgical Tech & Massage Therapy

### Summary:

A total of 6 students were enrolled in SGT (Surgical Technology) and 5 in TMP (Massage Therapy) for the Spring 2020 semester. Students in both programs were scheduled to enter the hands-on training portion of their coursework when COVID necessitated a move to remote offerings. Neither surgical technology nor massage therapy can be conducted via virtual simulation activities so those courses were cancelled and students received full refunds. These were the only courses in NAH which had to be cancelled completely. We do not plan to re-schedule the courses until we are able to conduct unrestricted, face-to-face labs and clinicals.

Accreditation of the SGT program is being pursued and was initially scheduled for Fall 2020. The accrediting body requires students to have completed 50% of their program for either a live or virtual accreditation visit to take place, so that is currently on hold.

Despite the SGT courses being cancelled, 2 students enrolled in the program have become employed on the basis of their coursework to date. We anticipate all SGT and TMP students being able to find employment upon completion, and will resume these programs when safe to do so.



# Higher Learning Commission Financial Ratios

## Summary:

The Higher Learning Commission (HLC) uses specific financial ratios to track institutional health as part of an overall strategic financial analysis. The model adopted by the HLC uses the concept of a Composite Financial Index (CFI), which is intended to give a quick snapshot of overall financial health.

Well-managed institutions use their mission to drive success and use financial metrics to determine affordability. The ratios assist in the development of the answers to the following questions and other key questions of strategic financial importance.

- Are resources sufficient and flexible enough to support the mission?
- Are resources managed strategically to advance the mission, such as debt?
- Does asset performance and management support the strategic direction?
- Do operating results indicate the institution is living within available resources?

Data for **fiscal year 2018-19** along with historical and comparative information is presented with and without the change in accounting principle related to GASB Statements No. 68 and No. 75.

- GASB 68 Accounting and Financial Reporting for Pensions adopted in fiscal year 2014-15.
- GASB 75 Accounting and Financial Reporting for Postemployment Benefits Other than Pensions adopted in fiscal year and 2017-18 respectively. This is immaterial for NPC.

The CFI measures the overall financial health of the institution based on the sufficiency and flexibility of resources, the management of debt, the performance of assets, and the results of operations. A score of 3.0 is considered the threshold for financial health. NPC's score is well above the threshold and has been for years.



The financial ratios that make up the CFI include:

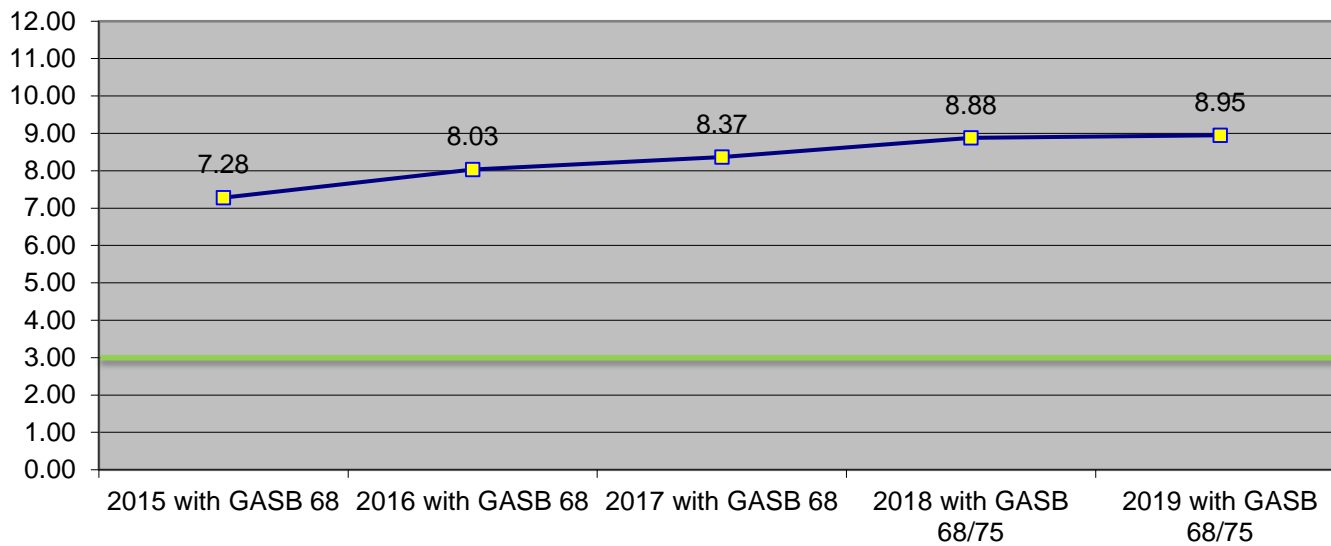
- **Primary Reserve Ratio** (*CFI weight = 35%*) – measures financial strength by comparing expendable net assets to total expenses. The ratio represents the percent of a year the institution could meet financial obligations with assets readily available. **A ratio of .40 is considered the threshold for financial health.** NPC's score is well above the threshold.
- **Net Operating Revenues Ratio (%)** (*CFI weight = 10%*) - measures whether the institutional operations resulted in a surplus or a deficit for the year. The ability of an institution to operate within available resources in basic day-to-day functions. The threshold for financial health is **4 percent**. NPC's score is well above the threshold.
- **Return on Net Assets (%)** (*CFI weight = 20%*) - measures whether the institution's total assets (restricted and unrestricted) are increasing or decreasing. **A ratio that is 3-4% above inflation is considered the threshold for financial health.** A higher return on net assets means that the institution is using its assets and working capital efficiently and effectively. NPC's score is well above the threshold.
- **Viability Ratio** (*CFI weight = 35%*) - measures the ability of an institution to meet its entire debt obligation with expendable assets. A ratio of 1.25 is considered the threshold for financial health. NPC has **no long term debt or bonds**, so this ratio is not applicable.



**Northland Pioneer College**

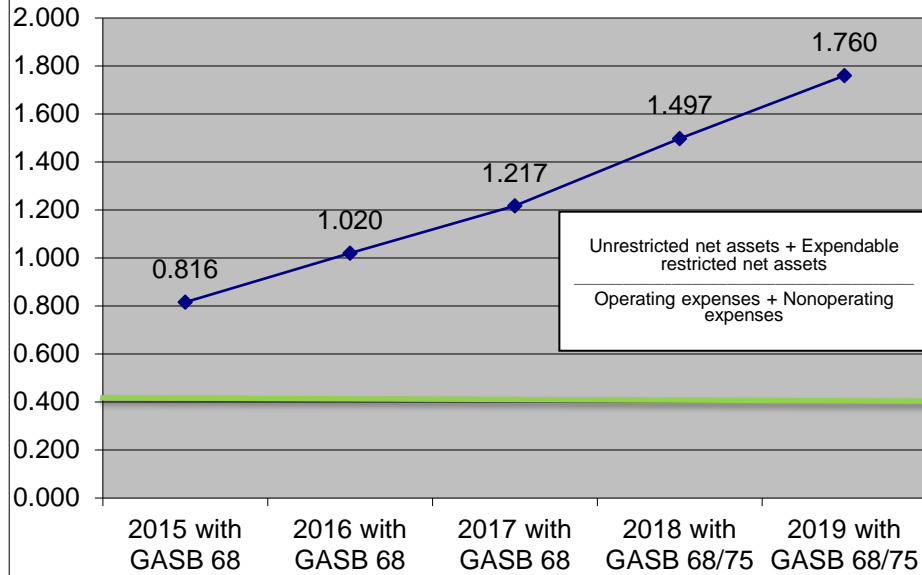
Post Office Box 610 • Holbrook, AZ 86025 • (928) 524-7311 • Fax (928) 524-7312 • www.npc.edu

### Composite Financial Indicator with GASB



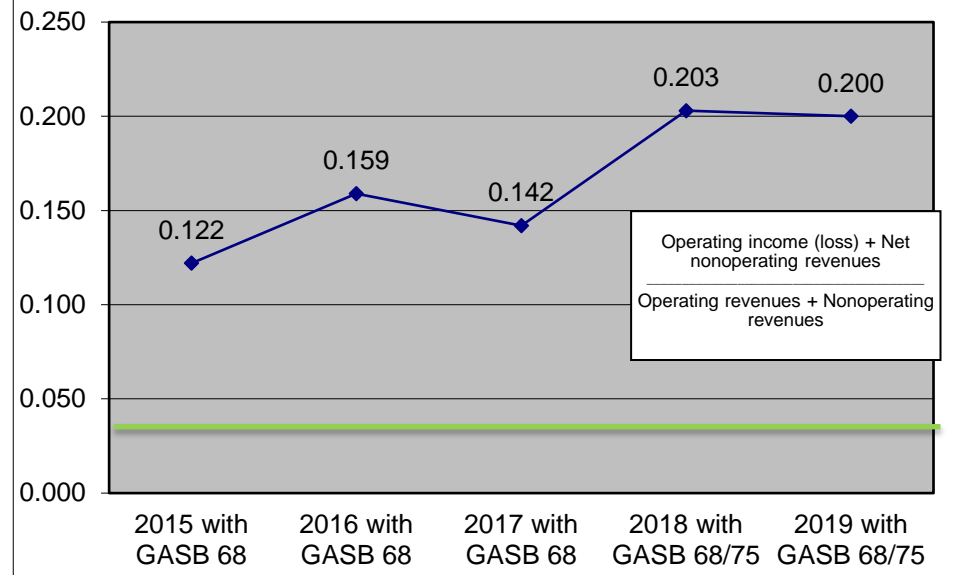
### Primary Reserve Ratio

CFI Weight = 35%



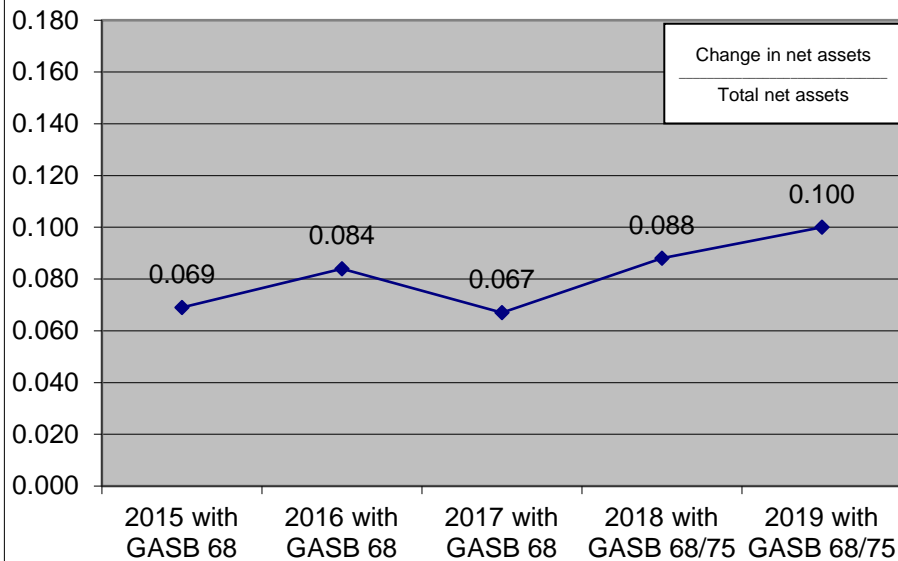
### Net Operating Revenue

CFI Weight = 10%



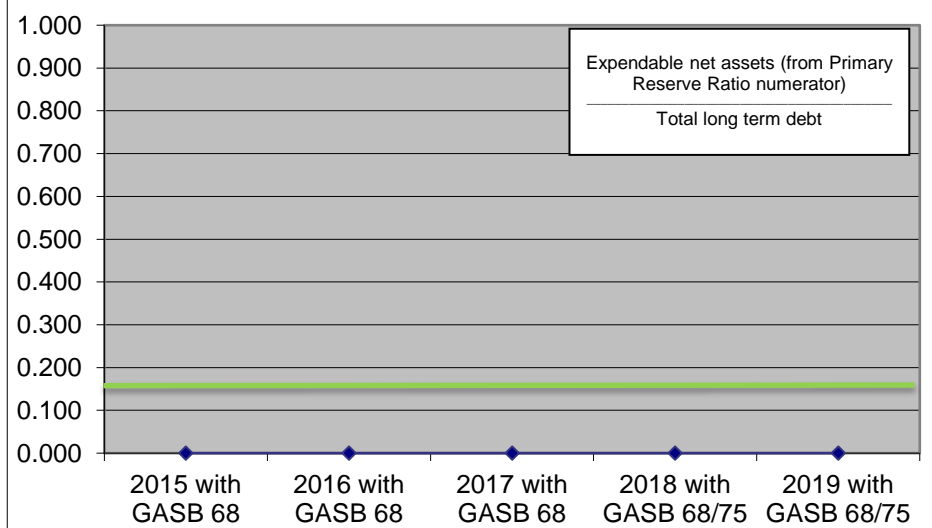
### Return on Net Assets

CFI Weight = 20%

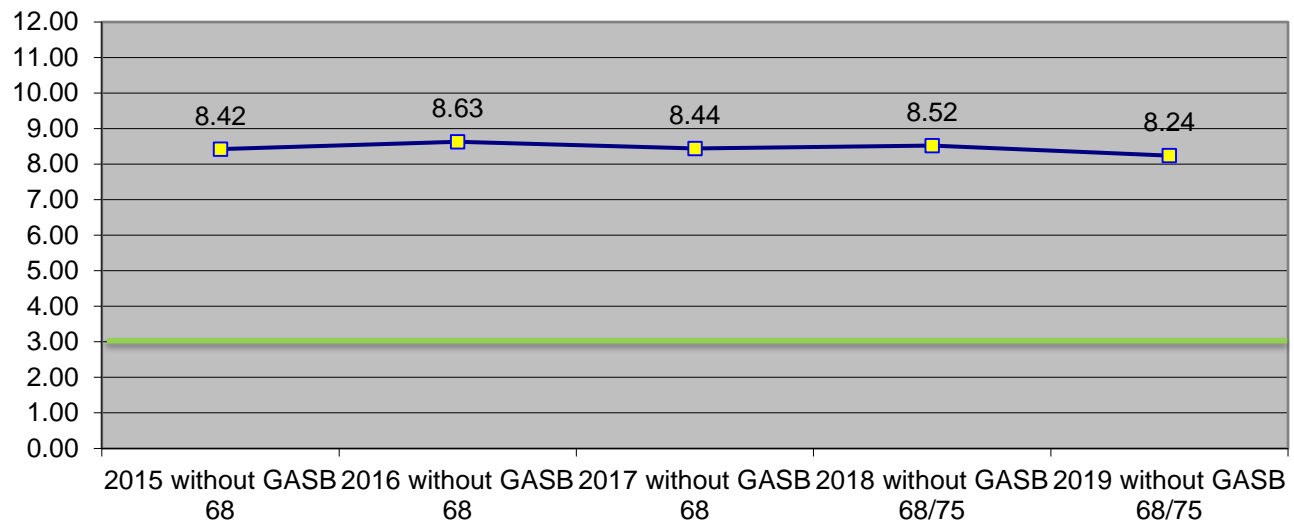


### Viability Ratio

CFI Weight = 35%



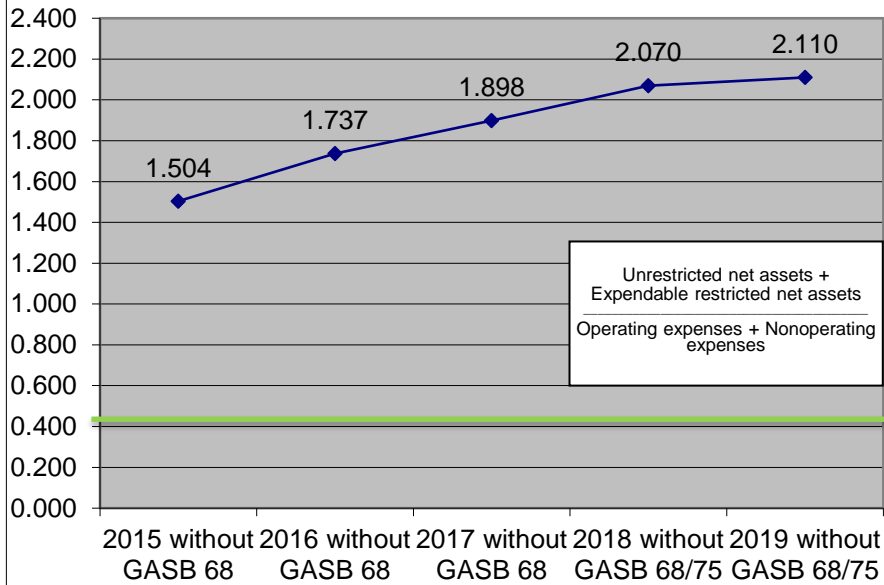
### Composite Financial Indicator without GASB





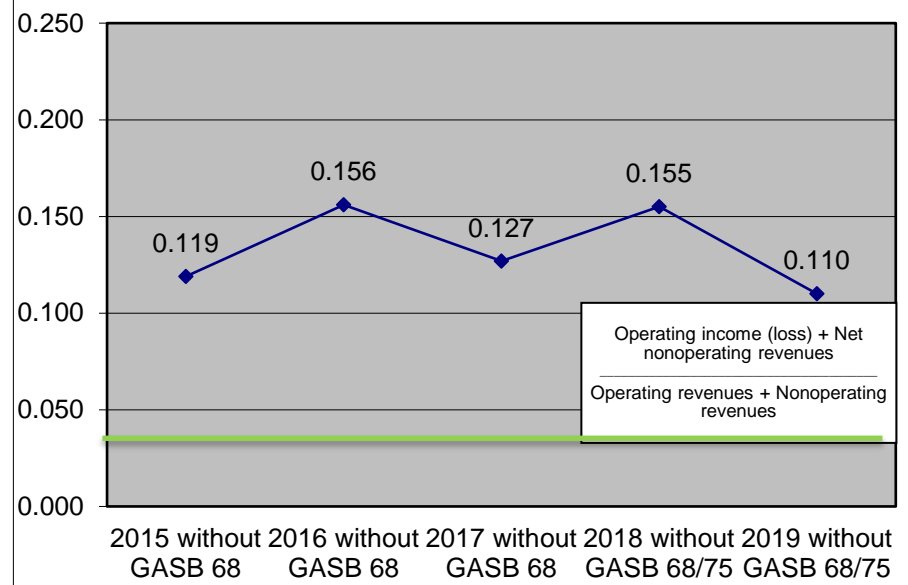
### Primary Reserve Ratio

CFI Weight = 35%



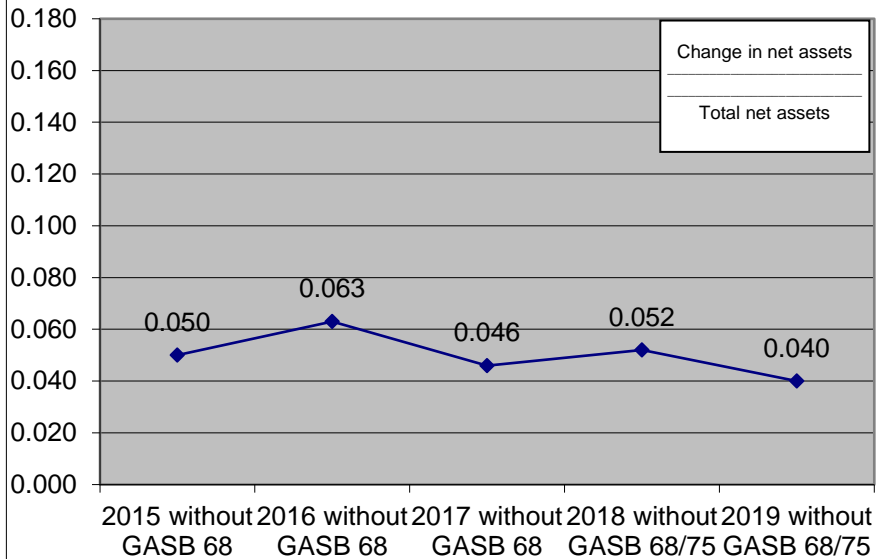
### Net Operating Revenue

CFI Weight = 10%



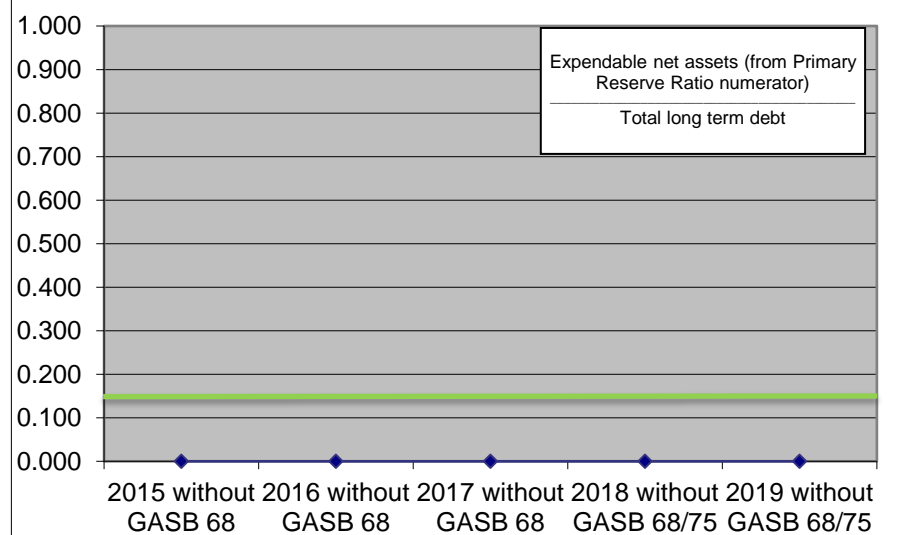
### Return on Net Assets

CFI Weight = 20%



### Viability Ratio

CFI Weight = 35%



## Call for Election

**Recommendation:**

Staff recommends approval of the resolution calling for Election of District Governing board members for District #1, District #2, and District #4.

**Summary:**

The District Governing Board positions listed above will expire December 31, 2020. Navajo County Community College District partners with Navajo County Election Services to hold required elections for open positions.



## RESOLUTION

Inasmuch as the District Governing Board term for District #1, and District #4, and the appointment for District #2 will expire on December 31, 2020, it is therefore

RESOLVED, that pursuant to ARS §16-226, §15-144I.E (I) and §15-1442.C, the Navajo County Community College District Governing Board hereby calls for a Special District Election to be held November 3, 2020, in order to fill the term for District # 1 for a six-year term commencing January 1, 2021 and expiring on December 31, 2026; to fill the unexpired term for District #2 for a two-year term commencing January 1, 2021 and expiring December 31, 2022; and to fill the term for District #4 for a six-year term commencing January 1, 2021 and expiring on December 31, 2026.

We request this election to be conducted by the Navajo County Elections Department in conjunction with the Navajo County General Election on November 3, 2020.

DATED this 16th day of June 2020.

### BOARD MEMBERS

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Frank Lucero, Chair

---

Daniel Peaches, Secretary

---

Elias Jouen

---

Everett Robinson

---

Derrick Leslie

## 2020-21 & 2021-22 Academic Calendar Revisions

**Recommendation:**

Per the recommendations of various Shared Governance groups – i.e. Faculty Association and CASO, staff is recommended the amendment to the 2020-21 and 2021-22 Academic Calendars to incorporate 2 additional days of leave during the winter holiday period.

**Summary:**

To better support our staff, and to better align with industry practices (including other colleges' in the state) we are requesting 2 additional days of leave during the winter holiday season. This will provide more time for rejuvenation for our staff over the holiday season, and as a result create a healthier and happier workforce.



3rd - 10-month Faculty return  
 3rd - 4th No registration  
 17th - 9-month Faculty return  
 24th - First day of class

AUGUST 2020							
W	S	M	T	W	Th	F	S
	25	26	27	28	29	31	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
1	23	24	25	26	27	28	29
2	30	31					

SEPTEMBER 2020							
W	S	M	T	W	Th	F	S
2	30	31	1	2	3	4	5
3	6	7	8	9	10	11	12
4	13	14	15	16	17	18	19
5	20	21	22	23	24	25	26
6	27	28	29	30			

7th - Labor Day

OCTOBER 2020							
W	S	M	T	W	Th	F	S
6					1	2	3
7	4	5	6	7	8	9	10
8	11	12	13	14	15	16	17
9	18	19	20	21	22	23	24
10	25	26	27	28	29	30	31

NOVEMBER 2020							
W	S	M	T	W	Th	F	S
11	1	2	3	4	5	6	7
12	8	9	10	11	12	13	14
13	15	16	17	18	19	20	21
14	22	23	24	25	26	27	28
15	29	30					

11th - Veterans Day  
 26th-27th - Thanksgiving Break

11th - Last day of Fall  
 15th - Grades due  
 17th-18th - No registration  
 24th-31st & 1st College closed

DECEMBER 2020							
W	S	M	T	W	Th	F	S
15			1	2	3	4	5
16	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		

JANUARY 2021							
W	S	M	T	W	Th	F	S
						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
1	17	18	19	20	21	22	23
2	24	25	26	27	28	29	30
3	31						

1st - New Year's  
 4th - 10-month Faculty return  
 11th - 9-month Faculty return  
 18th - MLK Day  
 19th - First day of Spring semester

FEBRUARY 2021							
W	S	M	T	W	Th	F	S
3		1	2	3	4	5	6
4	7	8	9	10	11	12	13
5	14	15	16	17	18	19	20
6	21	22	23	24	25	26	27
7	28						

MARCH 2021							
W	S	M	T	W	Th	F	S
7		1	2	3	4	5	6
8	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
9	21	22	23	24	25	26	27
10	28	29	30	31			

15th-19th - Spring Break

APRIL 2021							
W	S	M	T	W	Th	F	S
10					1	2	3
11	4	5	6	7	8	9	10
12	11	12	13	14	15	16	17
13	18	19	20	21	22	23	24
14	25	26	27	28	29	30	

MAY 2021							
W	S	M	T	W	Th	F	S
14							1
15	2	3	4	5	6	7	8
16	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					

15th Last day of Spring / Commencement  
 17th - Last day for 9-month Faculty  
 18th - Grades due  
 20th - 21st No registration  
 31st - Memorial Day  
 27th - Last day for 10-month Faculty

1st - First day of Summer school

JUNE 2021							
W	S	M	T	W	Th	F	S
1		31	1	2	3	4	5
2	6	7	8	9	10	11	12
3	13	14	15	16	17	18	19
4	20	21	22	23	24	25	26
5	27	28	29	30			

JULY 2021							
W	S	M	T	W	Th	F	S
5					1	2	3
6	4	5	6	7	8	9	10
7	11	12	13	14	15	16	17
8	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

4th - Independence Day (Observed on the 5th)  
 23rd - Last day of Summer  
 27th - Grades due  
 29th - 30th No registration

AUGUST 2021							
W	S	M	T	W	Th	F	S
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
1	22	23	24	25	26	27	28
2	29	30	31				

2nd - 10-month Faculty return  
 2nd - 3rd No registration  
 16th - 9-month Faculty return  
 23rd - First day of class

SEPTEMBER 2021							
W	S	M	T	W	Th	F	S
2	29	30	31	1	2	3	4
3	5	6	7	8	9	10	11
4	12	13	14	15	16	17	18
5	19	20	21	22	23	24	25
6	26	27	28	29	30		

6th - Labor Day

W	S	M	T	W	Th	F	S
6						1	2
7	3	4	5	6	7	8	9
8	10	11	12	13	14	15	16
9	17				21	22	23
10	24	25	26	27	28	29	30

18th - 20th Fall Break/No classes

NOVEMBER 2021							
W	S	M	T	W	Th	F	S
11	31	1	2	3	4	5	6
12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	20
14	21	22	23	24	25	26	27
15	28	29	30				

11th - Veterans Day  
 25th-26th - Thanksgiving Break

DECEMBER 2021							
W	S	M	T	W	Th	F	S
15				1	2	3	4
16	5	6	7	8	9	10	11
17	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	

16th - Last day of Fall  
 21st - Grades due  
 22nd - No registration  
 24th - 31st College Closed

JANUARY 2022							
W	S	M	T	W	Th	F	S
							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
1	16	17	18	19	20	21	22
2	23	24	25	26	27	28	29
3	30	31					

1st - New Year's  
 1st - 3rd - College Closed  
 4th - 10-month Faculty return  
 10th - 9-month Faculty return  
 17th - MLK Day  
 18th - First day of Spring semester

FEBRUARY 2022							
W	S	M	T	W	Th	F	S
3			1	2	3	4	5
4	6	7	8	9	10	11	12
5	13	14	15	16	17	18	19
6	20	21	22	23	24	25	26
7	27	28					

MARCH 2022							
W	S	M	T	W	Th	F	S
7			1	2	3	4	5
8	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
9	20	21	22	23	24	25	26
10	27	28	29	30	31		

14th-18th - Spring Break

APRIL 2022							
W	S	M	T	W	Th	F	S
10						1	2
11	3	4	5	6	7	8	9
12	10	11	12	13	14	15	16
13	17	18	19	20	21	22	23
14	24	25	26	27	28	29	30

MAY 2022							
W	S	M	T	W	Th	F	S
15	1	2	3	4	5	6	7
16	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31				

14th Last day of Spring / Commencement  
 14th - Last day for 9-month Faculty  
 17th - Grades due  
 19th - 20th No registration  
 30th - Memorial Day  
 27th - Last day for 10-month Faculty

JUNE 2022							
W	S	M	T	W	Th	F	S
				1	2	3	4
1	5	6	7	8	9	10	11
2	12	13	14	15	16	17	18
3	19	20	21	22	23	24	25
4	26	27	28	29	30		

6th - First day of Summer school

JULY 2022							
W	S	M	T	W	Th	F	S
4						1	2
5	3	4	5	6	7	8	9
6	10	11	12	13	14	15	16
7	17	18	19	20	21	22	23
8	24	25	26	27	28	29	30
	31	1	2				

4th - Independence Day  
 29th - Last day of Summer  
 Aug 2nd - Grades due

## 2022-2023 Academic Calendar

### **Recommendation:**

The Instructional Council and Vice President for Learning and Student Services Council recommend adoption of the 2022-2023 academic calendar as presented.

### **Summary:**

Instructional Council and Vice President for Learning and Student Services Council have developed and reviewed the academic calendar for 2022-2023. The academic calendar is approved two years in advance to allow for advance planning by the College and its CTED and K-12 partners. The structure of the recommended calendar follows that of recent years with the exception of adjustments to align with two holidays that have been traditionally observed by 100% of our K-12 partners – President’s Day and the Wednesday before Thanksgiving. These adjustments will allow us to better serve our students both within and outside of Early College Programs.





**1st - 10-month Faculty return**  
**2nd – 3rd No registration**  
**22nd - 9-month Faculty return**  
**29th – First day of class**

AUGUST 2022							
W	S	M	T	W	Th	F	S
		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
1	28	29	30	31			

SEPTEMBER 2022							
W	S	M	T	W	Th	F	S
1					1	2	3
2	4	5	6	7	8	9	10
3	11	12	13	14	15	16	17
4	18	19	20	21	22	23	24
5	25	26	27	28	29	30	

**5th - Labor Day**

OCTOBER 2022							
W	S	M	T	W	Th	F	S
5							1
6	2	3	4	5	6	7	8
7	9	10	11	12	13	14	15
8	16	17	18	19	20	21	22
9	23	24	25	26	27	28	29
10	30	31					

NOVEMBER 2022							
W	S	M	T	W	Th	F	S
10	30	31	1	2	3	4	5
11	6	7	8	9	10	11	12
12	13	14	15	16	17	18	19
13	20	21	22	23	24	25	26
14	27	28	29	30			

**11th – Veterans Day**  
**23rd - 25th – Thanksgiving Break**

**16th - Last day of Fall**  
**20th - Grades due**  
**21st - No registration**  
**23rd – 2nd College closed**

DECEMBER 2022							
W	S	M	T	W	Th	F	S
14					1	2	3
15	4	5	6	7	8	9	10
16	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

JANUARY 2023							
W	S	M	T	W	Th	F	S
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
1	22	23	24	25	26	27	28
2	29	30	31				

**1st – New Year's**  
**9th - 10-month Faculty return**  
**17th - 9-month Faculty return**  
**16th - MLK Day**  
**23rd - First day of Spring semester**

**20th Presidents' Day/ Holiday for students only- College is open**

FEBRUARY 2023							
W	S	M	T	W	Th	F	S
2				1	2	3	4
3	5	6	7	8	9	10	11
4	12	13	14	15	16	17	18
5	19	20	21	22	23	24	25
6	26	27	28				

MARCH 2023							
W	S	M	T	W	Th	F	S
6				1	2	3	4
7	5	6	7	8	9	10	11
8	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
9	26	27	28	29	30	31	

**20th-24th - Spring Break**

APRIL 2023							
W	S	M	T	W	Th	F	S
					1	2	3
10	2	3	4	5	6	7	8
11	9	10	11	12	13	14	15
12	16	17	18	19	20	21	22
13	23	24	25	26	27	28	29
	30						

MAY 2023							
W	S	M	T	W	Th	F	S
14	30	1	2	3	4	5	6
15	7	8	9	10	11	12	13
16	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31			

**20th Last day of Spring / Commencement**  
**22nd - Last day for 9-month Faculty**  
**23rd - Grades due**  
**25th - 26th No registration**  
**29th - Memorial Day**  
**31st - Last day for 10-month Faculty**

**5th - First day of Summer school**

JUNE 2023							
W	S	M	T	W	Th	F	S
					1	2	3
1	4	5	6	7	8	9	10
2	11	12	13	14	15	16	17
3	18	19	20	21	22	23	24
4	25	26	27	28	29	30	

JULY 2023							
W	S	M	T	W	Th	F	S
							1
5	2	3	4	5	6	7	8
6	9	10	11	12	13	14	15
7	16	17	18	19	20	21	22
8	24	25	26	27	28	29	29
	31	1	2				

**4th - Independence Day**  
**29th - Last day of Summer**  
**Aug 2nd - Grades due**

## Annual CFO Designation

**Recommendation:**

Staff recommends designating Vice President for Administrative Services, Maderia Ellison, as the Chief Fiscal Officer (CFO) as required by state statutes.

**Summary:**

Arizona Revised Statutes §41-1279.07(E) requires each county, city, town, and **community college district** to annually provide to the Auditor General by July 31 the name of the CFO the governing board designates to submit the current year's AELR.

The District Governing Board is to make this designation annually and submit to the Office of the Auditor General. This year the Auditor General provided a resolution template for all organization to use, see attached. The template requires the Chair of the District Governing Board and legal counsel to sign the document.



**RESOLUTION NO. 1**

**A RESOLUTION OF THE NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2021 ANNUAL BUDGETED EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL**

**RECITALS:**

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual budgeted expenditure limitation report (ABELR) on the governing body's behalf; and

WHEREAS, the Navajo County Community College District Governing Board desires to designate Maderia Ellison, as the College's Chief Fiscal Officer.

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the ABELR.

**ENACTMENTS:**

**NOW THEREFORE BE IT RESOLVED** BY THE NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD as follows:


SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Maderia Ellison is hereby designated as the College's Chief Fiscal Officer for purposes of officially submitting the fiscal year 2021 ABELR to the Arizona Auditor General's Office on the governing body's behalf.

PASSED AND ADOPTED by the Navajo County Community College District Governing Board, this 16th day of June, 2020 .

**Approved as to form:**

\_\_\_\_\_  
Frank Lucero, Chairman

  
\_\_\_\_\_  
Kristin Mackin, College Legal Counsel

## Request to Approve Annual Renewal of Jenzabar

### **Recommendation:**

Staff recommends approval to purchase annual Support and Maintenance from Jenzabar for \$256,680.08.

### **Summary:**

This purchase is a sole source request to renew our annual Support and Maintenance for our Jenzabar Enterprise Resource Planning application. It is sole source because it is an integral application to overall college functions and has been used for a number of years. Terms of this plan start 07/01/2020 and ends 06/30/2021.

The cost breakdown for this maintenance and support is \$234,561.00, tax is \$22,119.08 for a total price of \$256,680.08.





Remit To:  
 Jenzabar Inc.,  
 P.O. Box 55018  
 Boston, MA 02205-5018

Invoice #:	INV252248
Customer ID:	111050 Northland Pioneer College
Project ID:	

**Bill To**  
 Northland Pioneer College  
 Accounts Payable  
 PO Box 610  
 Holbrook AZ 86025-0610  
 United States

**Ship To**  
 Northland Pioneer College  
 Accounts Payable  
 PO Box 610  
 Holbrook AZ 86025-0610  
 United States

<b>Invoice Date</b>	<b>Payment Due Date</b>	<b>PO #</b>	<b>Terms</b>
5/31/2020	6/30/2020		Net 30

Item	Coverage Start	Coverage End	Quantity	Unit Price	Total
CX Academic Records	7/1/2020	6/30/2021	1	\$10,617.00	\$10,617.00
CX Admissions	7/1/2020	6/30/2021	1	\$8,132.00	\$8,132.00
CX Budgeting	7/1/2020	6/30/2021	1	\$3,680.00	\$3,680.00
CX Common	7/1/2020	6/30/2021	1	\$41,720.00	\$41,720.00
CX CRM-Admissions Officer	7/1/2020	6/30/2021	1	\$9,098.00	\$9,098.00
CX CRM-Candidate	7/1/2020	6/30/2021	1	\$8,651.00	\$8,651.00
CX CRM-Faculty	7/1/2020	6/30/2021	1	\$10,648.00	\$10,648.00
CX CRM-Staff	7/1/2020	6/30/2021	1	\$5,894.00	\$5,894.00
CX CRM-Student	7/1/2020	6/30/2021	1	\$8,556.00	\$8,556.00
CX Degree Audit	7/1/2020	6/30/2021	1	\$4,495.00	\$4,495.00
CX Financial Aid	7/1/2020	6/30/2021	1	\$11,249.00	\$11,249.00
CX General Ledger	7/1/2020	6/30/2021	1	\$12,571.00	\$12,571.00
CX HR-Administration	7/1/2020	6/30/2021	1	\$7,316.00	\$7,316.00
CX HR-Payroll	7/1/2020	6/30/2021	1	\$7,316.00	\$7,316.00
CX HR-Position Control	7/1/2020	6/30/2021	1	\$6,817.00	\$6,817.00
CX Informix	7/1/2020	6/30/2021	1	\$41,847.00	\$41,847.00
CX Internet Campus Base	7/1/2020	6/30/2021	1	\$12,169.00	\$12,169.00
CX Moodle Integration	7/1/2020	6/30/2021	1	\$1,504.00	\$1,504.00
CX Purchasing/Accounts Payable	7/1/2020	6/30/2021	1	\$6,252.00	\$6,252.00
CX Student Affairs	7/1/2020	6/30/2021	1	\$3,750.00	\$3,750.00
CX Student Financials	7/1/2020	6/30/2021	1	\$6,252.00	\$6,252.00

Item	Coverage Start	Coverage End	Quantity	Unit Price	Total
CX JICS Mobile	7/1/2020	6/30/2021	1	\$6,027.00	\$6,027.00

Comments:

<b>Subtotal</b>	\$234,561.00
<b>Tax Total</b>	\$22,119.08
<b>Discount Item</b>	

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

<b>Total</b>	\$256,680.08
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Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

Purpose of this form: To communicate and document the reason for recommending a supplier where (a) competitive bidding was not used or (b) competitive bidding was used and a supplier other than the lowest bidder is recommended.

Description of Product and/or Service: Annual Jenzabar Support Maintenance

Name of Supplier: Jenzabar Date: 1 July 2019

Please select the reason for recommending the above named supplier:

- Checked boxes for reasons: integral part of existing equipment, service for existing equipment by original manufacturer, only one supplier capable of providing supplies, services, or construction.

Time frame this Justification will extend from: 1 July 2019 to: 30 June 2024. (Not to exceed 5 years.)

Additional Information (Required Irrespective of Reason Selected):

Please explain why other suppliers were excluded from the evaluation. Attach additional sheets if necessary.

The Jenzabar ERP system has been employed by the college for a number of years; this agreement is for continued licensing and maintenance.

If compatibility with existing equipment is your reason for recommending the supplier, provide the following information about the existing equipment.

Description: Jenzabar CX College-wide ERP system

Manufacturer & Model No.: Jenzabar CX

Other Suppliers Contacted: Note all other suppliers considered for this product or service. Include the reason why the product or service was not acceptable. Attach additional sheets if necessary.

- a) Supplier: N/A
Contact Name & Phone #:
Product/Service Description:
Technical Deficiency:



Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

b) Supplier: N/A
Contact Name & Phone #:
Product/Service Description:
Technical Deficiency:

Authorization

Mark Vest, President/interim CIO
Printed or Typed Name of Vice President

X [Signature]
Signature of Vice President for Administrative Services

Robert Johnson
Printed or Typed Name of Requester

X [Signature]
Signature of Requester

I certify that I am in compliance with the Disclosure of Substantial Interest requirements (Policy 1220, Procedure 2715). I understand and accept my obligation to disclose any interest in a proposed College transaction.

I have no substantial interest to disclose.

The above is an accurate and current statement of all my reportable outside interests and activities, to the best of my knowledge.

Date: 8 May 2019 Requester's Signature: [Signature]

For Vice President for Administrative Services Use Only
Vice President for Administrative Services APPROVAL
Approved by: MJE Date of Review:
Approved: MJE Yes [ ] No Reason for denial:
[ ] Need additional information before a decision can be made.
Information needed:

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : jenzabar\***  
**Record Status: Active**

<b>ENTITY</b> JENZABAR, INC.	Status: Active
DUNS: 047980821 +4:	CAGE Code: 3B1K0 DoDAAC:
Expiration Date: 01/16/2021	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 101 HUNTINGTON AVENUE STE 2205	
City: BOSTON	State/Province: MASSACHUSETTS
ZIP Code: 02199-8001	Country: UNITED STATES

## Request to Award Contract: Uniformed Security Services

### **Recommendation:**

Staff recommends awarding an annual contract, renewable for four (4) additional years to Strategic Security Corporation for district wide security services, not to exceed \$75,000 annually.

### **Summary:**

RFP AS#20-03 was issued to establish competitive contracts with qualified vendors for Uniformed Security Guard Services for annual aggregate expenditures in excess of \$50,000. The RFP was published March 9<sup>th</sup> to April 8<sup>th</sup>. In addition to the Public Purchase website, the RFP was advertised locally and state-wide. Two companies submitted bids, Strategic Security Corp. and Guardian Security. The bid from Guardian Security was incomplete and disqualified by the evaluation committee.

The evaluation committee consisted of employees from Administrative Services, Purchasing, Campus & Center Managers, and Public Safety. The committee evaluated the bid in accordance with the defined criteria set forth in the RFP including the value, scope, complexity, and the nature of the services to be rendered.

Based on the bid package provided, and after speaking with representatives, the committee determined that Strategic Security was capable of providing adequate services and elected not to re-post the RFP. The committee unanimously agreed to award the contract to Strategic Security Corp.

This is a multi-year contract beginning from the date of award for one (1) year. The contract is renewable for up to a maximum of four (4) additional years on an annual basis. Annual renewals will be based on performance, cost and overall quality of the services provided by the vendor selected.

The annual estimate of \$75,000 includes services to five locations with additional services for special events. The normal hourly rate of \$17.60 was used to develop the estimate.



**RFP AS #20-03 Bid Tabulation**

REQUEST FOR PROPOSALS (RFP)  
UNIFORMED SECURITY GUARD SERVICES

Navajo County Community College District dba Northland Pioneer College

3:00 P.M., Arizona time  
April 8, 2020

Page 1 of 1

Vendor	Date Received	Time Received	Bid Submission Received By	Bid Submitted
Strategic Security Corp	04/06/20	07:37 AM	Electronic - Public Purchase	Unarmed Security Officer: \$17.60/Hour Holiday/Overtime Rate: \$23.60/Hour Mobile Patrol Vehicle: \$1,032/Month
Lighthouse Protection Services LLC, dba Guardian Security	04/08/20	11:05 AM	Walk In Delivery	Unarmed Security Officer: \$22.00/Hour Mobile Patrol Vehicle: \$17.00/Day – Qty 1 <b>Incomplete Proposal:</b> Did not receive required Cover Letter, Proposal Form, Agreement, Insurance, Exceptions, Offer and Acceptance

NPC RFP NO. AS #20-03

WE HEREBY CERTIFY THIS IS A TRUE AND ACCURATE TABULATION OF THE PROPOSALS RECEIVED FOR THE ABOVE REFERENCED REQUEST FOR PROPOSALS ON February 27, 2020.

Request for Proposals Due on April 08, 2020 at 3:00 P.M., Arizona time. Request for Proposals Received by: Robert Johnson (Public Purchase.com), Terrie Shevat (Walk in Delivery). Bid Opening Attendees: Robert Johnson, Terrie Shevat, Maderia Ellison, Carlos Reinhold, Kathy McPherson.

Navajo County Community College District dba Northland Pioneer College  
RECORDED BY: Terrie Shevat



**STRATEGIC SECURITY CORP.** | INTEGRATED  
 PROTECTING WHAT MATTERS MOST | SECURITY  
 SOLUTIONS

Price Proposal for RFP No. AS #20-03  
 Northland Pioneer College  
 Maderia Ellison, Vice President for Administrative Services, CEO  
 2251 E Navajo Blvd  
 Holbrook, Arizona 86025

	Bill Rate	Holiday/Overtime Rate
Unarmed Security Officer	\$17.60	\$23.60
Patrol Vehicle	\$1,032.00 per month	N/A

*Delivering value driven superior security solutions to our customers.*

TEL: 888-SSC-RISK / 888-772-7475 FAX: 646-612-7547 WEB: WWW.SSCCTU.COM

# 20-03 - UNIFORMED SECURITY GUARD SERVICES\_RFP #AS20-03

## Scoring Summary

### Active Submissions

	Total	Cost Proposal	Ability to meet terms and conditions	Completeness and thoroughness of Proposal	Grasp of Scope of Work to be performed	Description of approach to be taken	Responses to the questionnaire (SOW)	Qualifications of personnel	Past experience in providing comparable services	Evidence of good organizational and management practices	Value-added attributes
Supplier	/ 215 pts	/ 95 pts	/ 10 pts	/ 5 pts	/ 10 pts	/ 5 pts	/ 20 pts	/ 10 pts	/ 25 pts	/ 15 pts	/ 5 pts
Strategic Security Services	195	95 (\$33.08)	8	4.4	7.8	4.4	16	7.2	23	14.4	4.3

	A - Vendor review	A-1 - Lead time required to staff for project	A-2 - Mobile patrol cost proposal	A-3 - What type of office is Yuma and would NPC be services from that office?
Supplier	/ 15 pts	/ 5 pts	/ 5 pts	/ 5 pts
Strategic Security Services	10.5	3.25	3.5	3.75

**Strategic Security Services  
Uniform Security Guard Services  
FY2021**

	<b>Weeks</b>	<b>Hours/Wk M-Th</b>	<b>Rate</b>	<b>Total</b>
<b>Location</b>	40	16	\$ 17.60	\$ 11,264.00
PDC	40	16	\$ 17.60	\$ 11,264.00
WMC	40	16	\$ 17.60	\$ 11,264.00
SCC	40	16	\$ 17.60	\$ 11,264.00
PAC - Special Events				\$ 5,000.00
LCC	40	16	\$ 17.60	\$ 11,264.00
WRV	40	16	\$ 17.60	\$ 11,264.00
				<u>\$ 72,584.00</u>
Other needs/OT				\$ 2,000.00
				<u><u>\$ 74,584.00</u></u>
FY2021 Estimate				<b>\$ 75,000.00</b> Rounded
FY1819				\$ 69,641.75



## Recommendation to Partner with Achieve60AZ on Grant

### **Recommendation:**

Staff recommend approval of a request from Achieve60Az for Northland Pioneer College to partner on Achieve60Az's pursuit of an American Community Foundation grant totaling \$75,000. The Northland commitment would be \$500 per year for three years.

### **Summary:**

Achieve60Az is an education advocacy group pressing for accomplishment of the Arizona's stated goal of 60% of adults aged 25-64 holding a license, credential, or degree by 2030. This goal is designed to maximize opportunities for Arizona families in an economy that increasingly requires post-high school training or credentialing in some form. Achieve60Az plans to continue outreach and local organizing of education supporters in rural communities, such as those in Navajo County. To that end, Achieve60Az is pursuing a support grant from the American Community Foundation. Demonstrations of local agency commitment will be helpful in securing the grant. State community colleges, including NPC, have been asked to provide Achieve60Az's local outreach effort with small amounts of financial support to demonstrate commitment and assist pursuit of the grant. NPC's commitment would be \$500 per year for three years, for a total of \$1500. To date, all Arizona community colleges, with one exception, have stated they plan to support this request.





Dear Northland Pioneer College,

Achieve60AZ is the statewide goal for postsecondary attainment that has been in existence since 2016, when a diverse group of over seventy organizations and leaders came together to agree on a vision of a thriving Arizona. The goal, 60% of 25-64 year-olds with a license, credential or degree by 2030, is the measurement of that vision of an Arizona where people have the tools via education to have good jobs that support themselves and their families. The work to get this goal set and established was supported by the Lumina Foundation, a national organization committed to helping states set and meet these goals.

In 2018, Achieve60AZ, the organization, was founded with a capacity building grant from the Helios Education Foundation, and the charge to lead the way for this large goal of 60% to be met. At the organization we ensure that decision makers are supporting and believing in the goal, that all of Arizona has good data and information, that best practices and policies are promoted, and that we are empowering good decisions and plans to meet the 60% goal.

Right now, in 2020, Arizona sits at 46% attainment. This current figure represents a growth of 4 percentage points since 2016 when measurement began, but we know that Arizona cannot meet the goal on this same trajectory. Overall, the goal of 60% means we need 1,000,000 more learners with postsecondary degrees in Arizona. This large number can overwhelm and hide the individual and unique stories of attainment in our state. At Achieve60AZ we released our first State of Attainment Report in every county so that we could make the message personal, and to make it clear that Arizona wins when all members of our state are considered. Thus, we have embarked on a strategy to localize the efforts for communities.

Through a grant from the Arizona Community Foundation, we were awarded funds to *Localize the Goal*. These funds allow for Achieve60AZ to be the statewide catalyst to galvanize local communities to set attainment goals and a strategy to meet those goals for themselves and to partner with Expect More Arizona and their outreach team as facilitators and community connectors in all regions of the state. Our grant allows for convenings and data support to local communities. In our launch in December of 2019, over sixty people representing over twelve communities across the state attended. These communities included Apache and Navajo Counties.

As a part of our grant with the Arizona Community Foundation, we can access up to \$75,000 in additional grants, once we have secured matching funds. To do so, we need local support and are asking you to be an Achieve60AZ member. We ask that Northland Pioneer College become a partner with Achieve60AZ to meet part of this match by gifting \$500 a year for the next three years, which is the culmination of the project to localize the goal.

We appreciate your consideration and look forward to your institution being a member. This work will happen one community at a time, and every learner is a win for Arizona.



**ACHIEVE60AZ**  
EDUCATION ADVANCES EVERYONE

Thank you,

Rachel Yanof  
Executive Director  
Achieve60AZ

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NORTHLAND PIONEER COLLEGE COMMUNITY COLLEGE DISTRICT  
AND  
SNOWFLAKE UNIFIED SCHOOL DISTRICT NO. 5**

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

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 *et seq.* This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

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

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 Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

**2. DEFINITION**

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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

B. The term of this Agreement shall be from the Effective Date through June 30, 2022 (“Term”).



#### 4. OBLIGATIONS OF COLLEGE

##### 4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph F in this Section 4.1, who meet College's prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

1. of a quality and depth to qualify for college credit, as determined by College;
2. evaluated and approved through the College curriculum approval process;
3. at a higher level than taught by the School District high school;
4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
5. compliant with all other standards for College courses.

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

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

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*

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

G. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.

H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.

I. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. School District will provide College with the State Student ID number for each student as provided in Section 5.1(G).

J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

#### **4.2 Instructors and Instruction**

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

#### **4.3 Assessment and Monitoring**

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).

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

#### **4.4 Policy and Procedure**

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

C. 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 Dual 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.

#### **4.5 Students with Disabilities**

A. After notification from School District of a student's need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. College shall work with School District in determining appropriate accommodations or special education services; however, 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.

B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act ("ADA") and the Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

#### **4.6 Reporting**

College will submit a report to the Joint Legislative Budget Committee pursuant to A.R.S. § 15-1821.01(2)(b) when necessary, and 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**

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

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

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



D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.

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

F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's State Student ID number and provide that number to College.

## **5.2 Instructors and Instruction**

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.

B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.

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

## **5.3 Assessment and Monitoring**

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

## **5.4 Policy and Procedure**

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:

1. has completed the necessary College admissions and registration process;
2. has completed College assessment examinations, if required by College;



3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
5. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in Dual Enrollment Courses for failure to follow College requirements.

C. 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 Dual 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.

### **5.5 Students with Disabilities**

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District 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.

### **5.7 Facilities and Funding**

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual



Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit B attached to this Agreement, which shall be updated annually by College.

## **6. MUTUAL AGREEMENTS**

### **6.1 Instructor**

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

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

### **6.2 Students**

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

### **6.3 Removal from Course**

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

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

School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by prior written agreement of School District and College. School District and College must mutually agree if any student who is not a student of School District will be enrolled in

a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.

#### **6.5 Availability of Instructors**

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

#### **6.6 Guidelines**

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

#### **6.7 Rigor of Courses**

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

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

#### **7.1 Fees**

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

#### **7.2 Supplies**

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

#### **7.3 Tuition**

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit B.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth on Exhibit B, which may be amended annually by College. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours



for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of 19 years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

#### **7.4 Billing Format**

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

#### **7.5 Manner of Financing**

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

### **8. RECORDS**

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

### **9. CONFIDENTIALITY**

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and 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 Dual Enrollment Course shall be terminated prior to such effective date.

#### **10.2 No Relief from Obligations**

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

**10.3 Disposition of Property**

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

**20. LEGALWORKER REQUIREMENT**

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

**21. WORKERS COMPENSATION**

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

If to College:

Mark Vest, President  
Northland Pioneer College  
P.O. Box 610  
Holbrook, AZ 86025

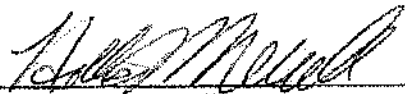
If to School District:

Hollis Merrell, Superintendent  
Snowflake Unified School District No. 5  
682 School Bus Lane  
Snowflake, AZ 85937

COLLEGE

SCHOOL DISTRICT

\_\_\_\_\_  
By: Mark Vest  
Title: President

  
\_\_\_\_\_  
By: Hollis Merrell  
Title: Superintendent

\_\_\_\_\_  
Date

5-15-2020  
\_\_\_\_\_  
Date

**REVIEWED AND APPROVED AS TO FORM**

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

Kristin Mackin  
By: Kristin Mackin  
Title:  
Counsel for Navajo County Community  
College District  
Dated: June 8, 2020

Ben Harford  
By:  
Title:  
Counsel for School District  
Dated: 5/11/2020



## EXHIBIT A

### TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

#### COURSES AND CREDITS

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

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

SCC	SCO	ENL101	COLLEGE COMPOSITION I	RUFFELL, N	3.00
SCC	SCO	ENL102	COLLEGE COMPOSITION II	RUFFELL, N	3.00
SCC	SCO	MAT152	ADVANCED ALGEBRA	GODFREY, D	3.00
SCC	SCO	MAT189	PRECALCULUS ALGEBRA-TRI	GODFREY, D	3.00
SCC	SCO	MAT221	CALCULUS I	GODFREY, D	4.00
SCC	SCO	MAT231	CALCULUS II	GODFREY, D	4.00

**EXHIBIT B**

**FINANCIAL PROVISIONS**

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

**1. INSTRUCTORS**

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

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

**2. PAYMENTS TO THE SCHOOL DISTRICT**

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Ten Dollars (\$ 10 ) per credit hour for each properly enrolled student, capped at one hundred Dollars (\$100) per credit hour for each course. *(Indicate N/A if there is no cap.)*

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

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

**TUITION:**

College tuition is Seventy-nine Dollars (\$ 79 ) per credit hour for each in-state student and three hundred seventy nine Dollars (\$ 379 ) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

**ADDITIONAL FEES AND/OR COSTS:**

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

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

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

*Check the appropriate line:*

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

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

- A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and

- B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

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

**5. FINANCIAL AID**

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

[If grants, scholarships or financial aid are available, specify that information here]: Tuition for academic year 2020-2021 is \$79. Due to current economic conditions, a waiver of \$39/credit will be issued for all students, bringing tuition to \$40/credit. Further, a scholarship of \$40/credit will be applied for dual enrollment courses, bringing tuition to \$0/credit. Scholarship funds will also pay any applicable course and media fees.

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

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

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

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

Invoices to be sent to the College: (specify administrator and address) <u>N/A</u> <hr/> <hr/> <hr/>	Invoices to be sent to the School District: (specify administrator and address) <hr/> <hr/> <hr/>
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**7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION**

Amount College received in FTSE in prior academic year:  
 (Specify dollar amount)  
 \$ \$1,576,500

Portion of that FTSE distributed to School District:  
 (Specify percentage or dollar amount)  
Less than 1%

Amount School District returned to College:  
 (Specify percentage or dollar amount)  
-0-

## Policy 1102 - Equal Opportunity, Harassment, and Nondiscrimination

### **Action:**

Staff recommends approval of the proposed policy language adopted and adapted from ATIXA's 1 Policy, 1 Procedure as revision of Policy 1102 to ensure our compliance with the new (2020) Title IX regulations.

### **Summary:**

On May 6, 2020 the US Department of Education and the Office of Civil Rights released new Title IX regulations, and mandated that recipients of federal funding be in compliance with the new regulations no later than August 15, 2020 (or they run the risk of losing federal funding).

In anticipation of the adoption of these regulations NPC's Title IX Coordinator, Dr. Jessica Clark immediately undertook an examination of NPC's policies and procedures related to Title IX. She invited Student Services Director Josh Rogers to begin exploration and training, knowing that best practices would require NPC to adopt a broader approach (a team approach) to investigations. In January 2020, Dr. Clark and Director Rogers attended a Title IX Coordinator Level I training through ATIXA. This included a three-month trial membership, allowing Dr. Clark and Director Rogers to thoroughly vet the resources included in the ATIXA membership. Included in the membership was access to a thoroughly vetted draft of ATIXA's recommended 1 Policy, 1 Procedure that aligned with most of the new regulations. Research into ATIXA also revealed that many of Arizona's community colleges are also ATIXA members. Thus, in May 2020 NPC officially joined ATIXA – providing us with access to consultations, trainings, and support.

The proposed policy revisions included here are based on the ATIXA template, and have been vetted by our college attorney. To quote ATIXA, they have “developed an approach called the One Policy, One Process Model (1P, 1P for short), based on the idea of a global human dignity resolution process. This model permits all discrimination complaints (age, race, sex, gender, nationality, etc.) to be resolved using one institution-wide policy, and one stand-alone resolution process, applied to all complaints involving faculty, students and staff.”



To align with best practices as set up through ATIXA, and to ensure our compliance with the new Title IX regulations set forth by the Office of Civil Rights and the US Department of Education, staff is requesting the adoption of revisions to Policy 1102 using ATIXA's template.



## Northland Pioneer College

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

## ~~Policy 1102 Equal Employment and Educational Opportunities~~

~~The college and its personnel will comply with all applicable federal and state laws prohibiting discrimination in employment and services including, but not limited to, applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and the Arizona Civil Rights Act and Title IX (20 USC D-1681). The president, or designee, is authorized to establish procedures to ensure compliance with this policy.~~

~~(Reviewed only 2/19/19)~~

## **Policy 1102: Equal Opportunity, Harassment and Nondiscrimination**

### **POLICY: Equal Opportunity, Harassment, and Nondiscrimination<sup>1</sup>**

*As used in this document, the term “complainant” refers to the person impacted by the alleged discrimination. The term “respondent” refers to the person who has allegedly engaged in discrimination. The term “report” and “allegation” are used interchangeably and denote information provided to the Institution regarding conduct that may have violated this policy.*

### **Rationale for Policy**

Northland Pioneer College is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, that are free from discrimination, harassment, and retaliation. To ensure compliance with federal and state civil rights laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the educational enterprise, Northland Pioneer College has developed internal policies and procedures that will provide a prompt, fair, and impartial process for those involved in an allegation of discrimination or harassment on the basis of protected class status. Northland Pioneer College values and upholds the equal dignity of all members of its community, and strives to balance the rights of the parties in what is often a difficult time for all those involved.

### **Applicable Scope**

The core purpose of this policy is the prohibition of all forms of discrimination. Sometimes, discrimination involves exclusion from activities, such as admission, activities, or employment advancement. Sometimes, discrimination takes the form of harassment or, in the case of sex-based discrimination, encompasses sexual violence, stalking, sexual exploitation, or intimate

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partner violence. When violation of these anti-discrimination policies is alleged, the allegations are subject to resolution using Northland Pioneer College's grievance process as detailed below.

When the respondent is a member of the Northland Pioneer College community, the grievance process is applicable regardless of the status of the complainant, who may or may not be a member of the Northland Pioneer community. This community includes, but is not limited to, students,<sup>2</sup> student organizations, faculty, administrators, staff, guests, visitors, and invitees. The procedures below may be applied to incidents, to patterns, and/or to the climate, all of which may be addressed and investigated in accordance with this policy.

### **Title IX Coordinator**

The VICE PRESIDENT FOR LEARNING AND STUDENT SERVICES is authorized to serve as the Title IX Coordinator and oversees implementation of the Northland Pioneer College's policy on equal opportunity, harassment, and nondiscrimination. The Title IX Coordinator has the primary responsibility for coordinating Northland Pioneer College's efforts related to investigation, grievance, and implementation of corrective measures and monitoring to stop, remediate, and prevent discrimination, harassment, and retaliation prohibited under this policy.

### **EEO and ADA/504 Coordinator**

The CHIEF HUMAN RESOURCE OFFICER is authorized to serve as the EEO and ADA/504 Coordinator and oversees implementation of Northland Pioneer College's Affirmative Action and Equal Opportunity plan and disability compliance.

### **Independence and Conflict-of-Interest**

The Title IX Coordinator manages the Title IX Team and acts with independence and authority free from bias and conflicts of interest. The Title IX Coordinator oversees all resolutions under this policy and acts to ensure that all Northland Pioneer College representatives act with objectivity and impartiality and are assessed with respect to conflicts of interest and/or potential bias. To raise any concern involving bias or conflict of interest by the Title IX Coordinator, contact Northland Pioneer College's President at (928) 524-7420 or mark.vest@npc.edu. Concerns of bias or a potential conflict of interest by any other administrator involved in the grievance process should be raised with the Title IX Coordinator.

Reports of misconduct or discrimination committed by the Title IX Coordinator should be reported to Northland Pioneer College's President, (928) 524-7420 or mark.vest@npc.edu, or

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<sup>2</sup> For the purpose of this policy, Northland Pioneer College defines "student" as any individual who has accepted an offer of admission, or who is registered or enrolled for credit or non-credit bearing coursework, and/or who maintains an ongoing relationship with Northland Pioneer College.

designee. Reports of misconduct or discrimination committed by any other administrator involved in the grievance process should be reported to the Title IX Coordinator.

**Administrative Contact Information**

Allegations of violations of policy, or inquiries about or concerns regarding this policy and procedure, may be made internally to:

Name: Dr. Jessica Clark  
Title IX Coordinator  
Office of Vice President for Learning and Student Services  
Goldwater Building, Room 117, White Mountain Campus, Show Low  
(928) 532-6141  
Email: [jessica.clark@npc.edu](mailto:jessica.clark@npc.edu)

Name: Lynda Anderson-Casey  
Title IX Deputy Coordinator – Employees  
EEO and ADA/504 Coordinator  
Office of Human Resources  
Tiponi Community Center, Human Resources Room 302, Painted Desert Campus, Holbrook  
(928) 524-7871  
Email: [name.name@npc.edu](mailto:name.name@npc.edu)

Name: Josh Rogers  
Title IX Deputy Coordinator - Students  
Office of Student Services  
Student Center, Room 109, Sliver Creek Campus, Snowflake  
(928) 536-6227  
Email: [joshua.rogers@npc.edu](mailto:joshua.rogers@npc.edu)

Inquiries may be made externally to:

Office for Civil Rights (OCR)  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, D.C. 20202-1100  
Customer Service Hotline #: (800) 421-3481  
Facsimile: (202) 453-6012  
TDD#: (877) 521-2172  
Email: [OCR@ed.gov](mailto:OCR@ed.gov)



Web: <http://www.ed.gov/ocr>

Equal Employment Opportunity Commission (EEOC)

Contact: <http://www.eeoc.gov/contact/>

Phoenix District Office

3300 North Central Avenue

Suite 690

Phoenix, AZ 85012-2504

1-800-669-4000

<https://www.eeoc.gov/field-office/phoenix/location>

### **Reporting Discrimination, Harassment, and/or Retaliation**

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using any of the following options:

- 1) Report directly to the EEO/Title IX Coordinator or Deputies:

Name: Dr. Jessica Clark

Title IX Coordinator

Office of Vice President for Learning and Student Services

Goldwater Building, Room 117, White Mountain Campus, Show Low

(928) 532-6141

Email: [jessica.clark@npc.edu](mailto:jessica.clark@npc.edu)

Name: Lynda Anderson-Casey

Title IX Deputy Coordinator - Employees

EEO and ADA/504 Coordinator

Office of Human Resources

Tiponi Community Center, Human Resources Room 302, Painted Desert Campus,

Holbrook

(928) 524-7871

Email: [name.name@npc.edu](mailto:name.name@npc.edu)

Name: Josh Rogers

Title IX Deputy Coordinator - Students

Office of Student Services

Student Center, Room 109, Sliver Creek Campus, Snowflake  
(928) 536-6227  
Email: joshua.rogers@npc.edu;

- 2) Report online, using the reporting form posted at [\[insert URL\]](#);
- 3) Report to any supervisor or instructor.

Reports may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed above for the Title IX Coordinator, or by any means that results in the Title IX Coordinator receiving the person's report.

All reports are acted upon promptly, and every effort is made by Northland Pioneer College to preserve the privacy of reports.<sup>3</sup>

### **Anonymous Reporting**

Reports may also be made anonymously, without identification of the complainant. Anonymous reports will be preliminarily investigated to the extent possible, both to assess the underlying allegation(s) and to determine if remedies can be provided. However, anonymous complainants typically limit the Northland Pioneer College's ability to investigate, respond, and provide remedies, depending on what information is shared. Additionally, all employees of the

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<sup>3</sup> For the purpose of this policy, privacy and confidentiality have distinct meanings. **Privacy** means that information related to an allegation will be shared with a limited number of Northland Pioneer College employees who "need to know" in order to assist in the assessment, investigation, and resolution of the report. All employees who are involved in the institution's response to allegations under this policy receive specific training and guidance about sharing and safeguarding private information in accordance with state and federal law. The privacy of student education records will be protected in accordance with the Family Educational Rights and Privacy Act ("FERPA"), as outlined in the institution's FERPA policy. The privacy of employee records will be protected in accordance with Human Resources policies. **Confidentiality** exists in the context of laws that protect certain relationships, including those who provide services related to medical and clinical care, mental health providers, counselors, and ordained clergy. Northland Pioneer College does not presently employ individuals who have the ability to have privileged communications as confidential resources. For more information about confidential resources, see page [\[redacted\]](#). When information is shared by an individual with a confidential resource, the confidential resource cannot reveal the information to any third party except when an applicable law or a court order requires or permits disclosure of such information. For example, information may be disclosed when: (i) the individual gives written consent for its disclosure; (ii) there is a concern that the individual will likely cause serious physical harm to self or others; or (iii) the information concerns conduct involving suspected abuse or neglect of a minor under the age of 18.

Northland Pioneer College, with the exception of those who are designated as confidential resources, are mandated reporters and must promptly share all known details of a report with the Title IX Coordinator.

Confidentiality and mandated reporting are addressed more specifically below [\[insert hyperlink\]](#).

### **Time Limits on Reporting**

There is no time limitation on reporting allegations to the Title IX Coordinator. However, if the respondent is no longer subject to Northland Pioneer College's jurisdiction and/or significant time has passed, the ability to investigate, respond, and provide remedies may be more limited. Acting on allegations significantly impacted by the passage of time (including, but not limited to, the rescission or revision of policy) is at the discretion of the Title IX Coordinator, who may document allegations for future reference, offer resources and/or remedies, and/or engage in informal or formal action, as appropriate. When a significant time delay impacts the reporting of alleged misconduct, Northland Pioneer College will apply the policy in place at the time of the alleged misconduct, and the procedures in place at the time the misconduct is reported.

### **Jurisdiction of Northland Pioneer College**

This policy applies to conduct that takes place on the campus or on property owned or controlled by Northland Pioneer College and at Northland Pioneer College-sponsored events. It may also apply to off-campus and to online conduct when the Title IX Coordinator determines that the conduct affects a substantial Northland Pioneer College interest. Regardless of where the conduct occurred, the College will address all allegations to determine whether the conduct occurred in the context of its employment or educational program or activity and/or has continuing effects on campus or in an off-campus program or activity. A substantial College interest includes:

- a) Any action that constitutes a criminal offense as defined by law. This includes, but is not limited to, single or repeat violations of any local, state, or federal law;
- b) Any situation in which it appears that the respondent may present a danger or threat to the health or safety of self or others;
- c) Any situation that significantly impinges upon the rights, property, or achievements of self or others or significantly breaches the peace and/or causes social disorder; and/or
- d) Any situation that is detrimental to the educational interests of Northland Pioneer College.

If the respondent is unknown or is not a member of Northland Pioneer College community, the Title IX Coordinator will assist the complainant in identifying appropriate campus and local resources and support options and/or, when criminal conduct is alleged, in contacting local law enforcement if the individual would like to file a police report. In addition, the College may take

other actions as appropriate to protect the complainant against such third parties, such as barring the latter from College property and/or events. All vendors serving Northland Pioneer College through third-party contracts are subject to the policies and procedures of their employers or to these policies and procedures to which their employer has agreed to be bound by their contracts.

When the respondent is enrolled in or works at another Institution, the Title IX Coordinator can assist the complainant in liaising with the appropriate individual for that College, as it may be possible to allege violations through that College's policies.

Similarly, the Title IX Coordinator may be able to be an advisor for a student or employee complainant who experiences discrimination in an externship, study abroad program, or other environment external to the College where sexual harassment policies and procedures of the facilitating organization may give recourse to the complainant. Further, even when the respondent is a not a member of the College's community, remedies and resources can be accessed by contacting the Title IX Coordinator.

### **Online Harassment and Misconduct**

Any online postings or other electronic communication by students, including cyber-bullying, cyber-stalking, cyber-harassment, etc., occurring completely outside of the College's control (e.g. not on College networks, websites, or between College email accounts) will only be subject to this policy when such online conduct can be shown to cause a substantial on-campus disruption. Otherwise, such communications are considered speech protected by the 1<sup>st</sup> Amendment. Remedies for such conduct will be provided, but protected speech cannot legally be subjected to discipline.

Off-campus discriminatory or harassing speech by employees, whether online or in person, may be regulated by the College only when such speech is made in an employee's official or work-related capacity.

### **1. College Policy on Nondiscrimination**

Northland Pioneer College adheres to all federal and state civil rights laws and regulations prohibiting discrimination in public institutions of higher education. Northland Pioneer College does not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of race, religion, hearing status, personal appearance, color, sex, pregnancy, political affiliation, source of income, place of business, residence, religion, creed, ethnicity, national origin (including ancestry), citizenship status, physical or mental disability (including perceived disability), age, marital status, family responsibilities, sexual orientation, gender identity, gender expression, veteran or military status (including disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, and Armed Forces Service Medal veteran), predisposing genetic characteristics, domestic violence victim status or any other protected category under applicable local, state, or federal law, including protections

for those opposing discrimination or participating in any grievance process on campus, with the Equal Employment Opportunity Commission, or other human rights agencies.

This policy covers nondiscrimination in both employment and access to educational opportunities. Therefore, any member of Northland Pioneer College community who acts to deny, deprive, or limit the educational or employment access, benefits, and/or opportunities of any member of Northland Pioneer College community, guest, or visitor on the basis of their actual or perceived membership in the protected classes listed above is in violation of Northland Pioneer College policy on nondiscrimination.

When brought to the attention of Northland Pioneer College, any such discrimination will be promptly and fairly addressed and remedied by Northland Pioneer College according to the grievance process described below. Inquires about the application of Title IX and Northland Pioneer College's Nondiscrimination policy may be referred to the Title IX Coordinator, or to the Administrative Assistant for the Vice President for Learning and Student Services, or both.

## **2. Northland Pioneer College Policy on Disability Discrimination and Accommodation**

Northland Pioneer College is committed to full compliance with the Americans With Disabilities Act of 1990 (ADA), as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified persons with disabilities, as well as other federal and state laws and regulations pertaining to individuals with disabilities. Under the ADA and its amendments, a person has a disability if they have a physical or mental impairment that substantially limits a major life activity.

The ADA also protects individuals who have a record of a substantially limiting impairment or who are regarded as disabled by the College, regardless of whether they currently have a disability. A substantial impairment is one that significantly limits or restricts a major life activity such as hearing, seeing, speaking, breathing, performing manual tasks, walking, or caring for oneself.

The Chief Human Resource Officer has been designated as the ADA/504 Coordinator responsible for overseeing efforts to comply with these disability laws, including responding to grievances and conducting investigations of any allegation of noncompliance or discrimination based on disability.

Grievances related to disability status and/or accommodations for both students and employees will be addressed using the procedures below. For details relating to disabilities accommodations in Northland Pioneer College's grievance process, see page ##.

### **a. Students with Disabilities**

Northland Pioneer College is committed to providing qualified students with

disabilities with reasonable accommodations and support needed to ensure equal access to the academic programs and activities of Northland Pioneer College.

All accommodations are made on a case-by-case basis. A student requesting any accommodation should first contact the Disabilities Resource & Access Coordinator, who coordinates services for students with disabilities. The Disabilities Resource & Access Coordinator reviews documentation provided by the student and, in consultation with the student, determines which accommodations are appropriate to the student's particular needs and academic programs.

**b. Employees with Disabilities**

Pursuant to the ADA, Northland Pioneer College will provide reasonable accommodation(s) to all qualified employees with known disabilities when their disability affects the performance of their essential job functions, except when doing so would be unduly disruptive or would result in undue hardship to the College.

An employee with a disability is responsible for submitting a request for an accommodation to Chief Human Resource Officer and providing necessary documentation. The Chief Human Resource Officer will work with the employee's supervisor to identify which essential functions of the position are affected by the employee's disability and what reasonable accommodations could enable the employee to perform those duties.

**3. Northland Pioneer College Policy on Discriminatory Harassment**

Students, staff, and faculty are entitled to an employment and educational environment that is free of discriminatory harassment. Northland Pioneer College's harassment policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that include germane but controversial or sensitive subject matters protected by academic freedom. The sections below describe the specific forms of legally prohibited harassment that are also prohibited under Northland Pioneer College's policy. When speech or conduct is protected by academic freedom and/or the First Amendment, it will not be considered a violation of Northland Pioneer College's policy, though remedies may be offered to those impacted.

**a. Discriminatory Harassment**

Discriminatory harassment constitutes a form of discrimination that is prohibited by Northland Pioneer College's policy. Discriminatory harassment is defined as unwelcome conduct by any member or group of the community on the basis of actual or perceived membership in a class protected by policy or law. Northland Pioneer College does not tolerate discriminatory harassment of any employee, student, visitor, or guest.

Northland Pioneer College will act to remedy all forms of discriminatory harassment

when reported, whether or not the harassment rises to the level of creating a hostile environment. When discriminatory harassment rises to the level of creating a hostile environment, Northland Pioneer College may also impose sanctions on the respondent through application of the grievance process, below.

A hostile environment is one that unreasonably interferes with, limits, or denies an individual's educational or employment access, benefits, or opportunities.<sup>4</sup> This discriminatory effect results from harassing verbal, written, graphic, or physical conduct that is severe or persistent or pervasive, **and** objectively offensive.

Northland Pioneer College reserves the right to address offensive conduct and/or harassment that 1) does not rise to the level of creating a hostile environment, or 2) that is of a generic nature not based on a protected status. Addressing such conduct will not result in the imposition of discipline under Northland Pioneer College's policy, but may be addressed through respectful conversation, remedial actions, education, effective conflict resolution, and/or other informal grievance mechanisms. For assistance with conflict resolution and other informal resolution techniques and approaches, employees should contact the Chief Human Resource Officer, and students should contact the Director of Student Services.

#### **b. Sexual Harassment**

The Department of Education's Office for Civil Rights (OCR), the Equal Employment Opportunity Commission (EEOC), and the State of Arizona regard Sexual Harassment, a specific form of discriminatory harassment, as an unlawful discriminatory practice. Northland Pioneer College has adopted the following definition of Sexual Harassment in order to address the special environment of an academic community, which consists not only of employer and employees, but of students as well.<sup>5</sup>

Sexual Harassment is:

- unwelcome,
- sexual, sex-based and/or gender-based,
- verbal, written, online and/or physical conduct.

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following: (1) An employee of the recipient conditioning the provision of an aid, benefit,

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<sup>4</sup> This definition of hostile environment is based on Federal Register / Vol. 59, No. 47 / Thursday, March 10, 1994: Department of Education Office for Civil Rights, Racial Incidents and Harassment Against Students At Educational Institutions Investigative Guidance. The document is available at: <http://www.ed.gov/about/offices/list/ocr/docs/race394.html>.

<sup>5</sup> Also of relevance is the Office of Civil Rights 2001 statement on sexual harassment, "Revised Sexual Harassment Guidance: Harassment Of Students By School Employees, Other Students, Or Third Parties, Title IX," which can be found at: <https://www2.ed.gov/about/offices/list/ocr/docs/shguide.html>.

or service of the recipient on an individual's participation in unwelcome sexual conduct; (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or 2015 (3) "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

### **Sexual Harassment -- The Reporting Standard**

Anyone experiencing Sexual Harassment in any Northland Pioneer College program is encouraged to report it immediately to the Title IX Coordinator or a Deputy Coordinator. Remedies, education, and/or training may be provided in response. Discipline is not typically imposed for Sexual Harassment as defined in this section unless it meets the disciplinary standard below by creating a hostile environment.

### **Hostile Environment – The Disciplinary Standard**

Sexual Harassment may be disciplined when it creates a hostile environment, takes the form of *quid pro quo* harassment, and/or is retaliatory harassment.

A hostile environment is created when Sexual Harassment is:

- severe, or
- persistent, or
- pervasive **and**
- objectively offensive, such that it:
  - unreasonably interferes with, denies, or limits the ability to participate in or benefit from the Northland Pioneer College's educational, employment, social, and/or residential programs.

### *Quid Pro Quo* Sexual Harassment:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by a person having power or authority over another constitutes *quid pro quo* Sexual Harassment when submission to such sexual conduct is made either explicitly or implicitly a term or condition of an individual's work or educational development or performance, or evaluation thereof.

Some examples of possible Sexual Harassment include:

- A professor insists that a student have sex with them in exchange for a good grade. This constitutes Sexual Harassment regardless of whether the student accedes to the request and irrespective of whether a good grade is promised



or a bad grade is threatened.

- A student repeatedly sends graphic, sexually-oriented jokes around campus to an email list they created, even after being asked to stop. Because of these jokes, one email list recipient avoids the sender on campus and in the residence hall in which they both live.
- Explicit sexual pictures are repeatedly displayed in a professor's office or on the exterior of a residence hall door.
- Two supervisors frequently 'rate' several employees' bodies and sex appeal, commenting suggestively about their clothing and appearance, in the presence of other employees.
- A professor engages students in her class in discussions about their past sexual experiences, yet the conversations are not in any way germane to the subject matter of the class. She inquires about explicit details and demands that students answer her, though they are clearly uncomfortable and hesitant.
- An ex-girlfriend widely spreads false stories about her sex life with her former partner to the clear discomfort and frustration of the partner, turning the former partner into a social pariah on campus.
- A student grabbed another student by the hair, then grabbed her breast and put his mouth on it. While this is Sexual Harassment, it is also a form of sexual violence.

Unwelcomeness and objective offensiveness are evaluated based on the totality of the circumstances from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged incident occurred and any similar previous patterns that may be evidenced.

#### **EXPECTATIONS REGARDING CONSENSUAL RELATIONSHIPS**

There are inherent risks in any romantic or sexual relationship between individuals in unequal positions (such as faculty member and student or supervisor and employee). These relationships may, in reality, be less consensual than perceived by the individual whose position confers power. Similarly, the relationship also may be viewed in different ways by each of the parties, particularly in retrospect. Circumstances may change, and conduct that was once welcome may, at some point in the relationship, become unwelcome.

Even when both parties have initially consented to a romantic or sexual involvement, the possibility of a later allegation of a relevant policy violation still exists. Northland Pioneer College does not wish to interfere with private choices regarding personal

relationships when these relationships do not interfere with the goals and policies of Northland Pioneer College. For the personal protection of members of this community however, relationships in which power differentials are inherent (faculty-student, staff-student, supervisor-student) are generally discouraged. They may also violate standards of professionalism and/or professional ethics.

Consensual romantic or sexual relationships in which one party maintains a direct supervisory or evaluative role over the other party are inherently problematic. Therefore, persons with direct supervisory or evaluative responsibilities who are involved in such relationships must bring these relationships to the timely attention of their supervisor. The existence of this type of relationship will likely result in removing the supervisory or evaluative responsibilities from the employee, or shifting a party out of being supervised or evaluated by someone with whom they have established a consensual relationship. Where an affected relationship existed prior to adoption of this policy, the duty to notify the appropriate supervisor still pertains.

This type of relationship includes Resident Advisors (RAs) and students over whom the RA has direct responsibility. While no relationships are prohibited by this policy, failure to timely self-report such relationships to a supervisor as required can result in disciplinary action for an employee. The Title IX Coordinator will determine whether to refer violations of this provision to Human Resources for resolution, or to pursue resolution under Title IX, based on the circumstances of the allegation.

### **c. Sexual Misconduct**

State law defines various violent and/or non-consensual sexual acts as crimes. While some of the policies listed below may have parallels in criminal law, Northland Pioneer College has defined categories of sex/gender discrimination as forms of sexual misconduct for which disciplinary action under this policy may be imposed.

Generally speaking, Northland Pioneer College considers non-consensual sexual intercourse policy violations to be the most serious of these offenses, and therefore typically imposes the most severe sanctions, including suspension or expulsion for students and termination for employees. However, Northland Pioneer College reserves the right to impose any level of sanction, ranging from a reprimand up to and including suspension or expulsion/termination, for any act of sexual misconduct or other sex/gender-based offenses, including intimate partner (dating and/or domestic) violence, non-consensual sexual contact, and/or stalking based on the facts and circumstances of the particular allegation.

Acts of sexual misconduct may be committed by any person upon any other person, regardless of the sex, sexual orientation, and/or gender identity of those involved.

Violations include:

**i. Sexual Harassment (as defined in section b above)**

**ii. Non-Consensual Sexual Intercourse**

Defined as:

- any sexual intercourse
- however slight
- with any object
- by a person upon another person
- that is without consent and/or by force

Sexual intercourse includes:

- Vaginal or anal penetration by a penis, tongue, finger, or object, or oral copulation (mouth to genital contact) no matter how slight the penetration or contact.

**iii. Non-Consensual Sexual Contact<sup>6</sup>**

Defined as:

- any intentional sexual touching
- however slight
- with any object
- by a person upon another person
- that is without consent and/or by force

Sexual touching includes:

- Intentional contact with the breasts, groin, genitals, or mouth, or touching another with any of these body parts, or making another touch you or themselves with or on any of these body parts; or
- Any other intentional bodily contact in a sexual manner.

**iv. Force and Consent<sup>7</sup>**

**Force:** Force is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and

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<sup>6</sup> The state definition of sexual assault is intentionally or knowingly engaging in sexual intercourse or oral sexual contact with any person without consent of such person, which is applicable to criminal prosecutions for sexual assault in Arizona, but may differ from the definition used on campus to address policy violations.

<sup>7</sup> The state definition of consent is acquiescence or compliance, which is applicable to criminal prosecutions for sex offenses in Arizona, but may differ from the definition used on campus to address policy violations.

coercion that is intended to overcome resistance or produce consent (e.g. “Have sex with me or I’ll hit you,” “Okay, don’t hit me, I’ll do what you want.”).

Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

**Coercion:** Coercion is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. When someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

**Consent:** Consent is knowing, voluntary, and clear permission by word or action to engage in sexual activity. Since individuals may experience the same interaction in different ways, it is the responsibility of each party to determine that the other has consented before engaging in the activity.

If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged.

For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. Reasonable reciprocation can be implied. For example, if someone kisses you, you can kiss them back (if you want to) without the need to explicitly obtain *their* consent to being kissed back.

Consent can also be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated. If consent is withdrawn, that sexual activity should cease within a reasonable time.

Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A current or previous intimate relationship is not sufficient to constitute consent.

Proof of consent or non-consent is not a burden placed on either party involved in an incident. Instead, the burden remains on Northland Pioneer College to

determine whether its policy has been violated. The existence of consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged incident occurred and any similar previous patterns that may be evidenced.

Consent in relationships must also be considered in context. When parties consent to BDSM or other forms of kink, non-consent may be shown by the use of a safe word. Resistance, force, violence, or even saying “no” may be part of the kink and thus consensual, so Northland Pioneer College’s evaluation of communication in kink situations should be guided by reasonableness, rather than strict adherence to policy that assumes non-kink relationships as a default.

**Incapacitation:** A person cannot consent if they are unable to understand what is happening or is disoriented, helpless, asleep, or unconscious for any reason, including by alcohol or other drugs. A person violates this policy if they engage in sexual activity with someone they know to be, or should know to be, physically or mentally incapacitated.

Incapacitation occurs when someone cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g. to understand the “who, what, when, where, why, or how” of their sexual interaction). Incapacitation is determined through consideration of all relevant indicators of an individual’s state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.

This policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating drugs.

#### **Intoxication of the Respondent**

It is not an excuse that the respondent was intoxicated and, therefore, did not realize the incapacity of the complainant. The question of whether the respondent should have known of the incapacity is an objective question about what a reasonable person, exercising sober, good judgment, would have known, in the same or similar circumstances.

#### **Protection of Minors**

In Arizona State, a minor (meaning a person under the age of 18 years) cannot consent to sexual activity. This means that sexual contact by an adult with a person younger than 18 years old may be a crime, could require an immediate

report to the applicable child welfare agency, and represents a potential violation of this policy, even if the minor welcomed the sexual activity.

Examples of Sexual Misconduct:

1. Chris has recently transitioned from male to non-binary, but primarily expresses as a woman. Since their transition, Chris has noticed that their African Studies professor, Dr. Mukembo, pays them a lot more attention. Chris is sexually attracted to Professor Mukembo, and believes the attraction is mutual. Chris decides to act on the attraction. One day, Chris visits Dr. Mukembo during office hours, and after a long conversation about being trans, Chris kisses Dr. Mukembo. Dr. Mukembo is taken aback, stops the kiss, and tells Chris not to do that. He explains to Chris that he is not interested in Chris sexually or romantically. Chris takes it hard, crying to Dr. Mukembo about how hard it is to find someone who is interested in them now that they have transitioned. Dr. Mukembo feels sorry for Chris and softens the blow by telling them that no matter whether he likes Chris or not, faculty-student relationships are prohibited by the university. Chris takes this as encouragement. One night, Chris goes to a gay bar some distance from campus, and sees Dr. Mukembo at the bar. Chris tries to buy him a drink and, again, tries to kiss Dr. Mukembo. Dr. Mukembo leaves the bar abruptly. The next day, Chris makes several online posts that out Dr. Mukembo as gay and raise questions about whether he is sexually involved with students. Dr. Mukembo contacts the Title IX Office and alleges that Chris is sexually harassing him.

**Chris is responsible for violating the Sexual Harassment policy. Chris is engaging in unwelcome conduct of a sexual nature. Being kissed, repeatedly, by someone you have told not to kiss you is persistent conduct that would be objectively offensive to a reasonable person. Whether it is severe enough to create a hostile environment depends on whether Dr. Mukembo experiences a tangible employment detriment from the conduct, but being outed and falsely accused of improper relationships with students is certainly severe enough to create a hostile work environment on the basis of sex for Dr. Mukembo.**

2. Amanda and Bill meet at a party. They spend the evening dancing and getting to know each other. Bill convinces Amanda to come up to his room. From 11:00 p.m. until 3:00 a.m., Bill uses every line he can think of to convince Amanda to have sex with him, but she adamantly refuses.



Despite her clear communications that she is not interested in doing anything sexual with him, Bill keeps at her, questions her religious convictions, and accuses her of being “a prude.” He brings up several rumors that he has heard about how she performed oral sex on a number of other guys. Finally, it seems to Bill that her resolve is weakening, and he convinces her to “jerk him off” (hand to genital contact). Amanda would never had done it but for Bill's incessant advances. He feels that he successfully seduced her and that she wanted to do it all along, but was playing shy and hard to get. Why else would she have come up to his room alone after the party? If she really didn't want it, she could have left.

**Bill is responsible for violating Northland Pioneer College’s Non-Consensual Sexual Contact policy. It is likely that campus decision-makers would find that the degree and duration of the pressure Bill applied to Amanda were unreasonable and that he coerced Amanda into performing unwelcome sexual touching upon him. When sexual activity is coerced, it is forced. Consent is not valid when forced. Sexual contact without consent is sexual misconduct.**

Jiang is a junior at Northland Pioneer College. Beth is a sophomore. Jiang comes to Beth’s residence hall room with some mutual friends to watch a movie. Jiang and Beth, who have never met before, are attracted to each other. After the movie, everyone leaves, and Jiang and Beth are alone. They hit it off, soon become more intimate, and start to make out. Jiang verbally expresses his desire to have sex with Beth. Beth, who was abused by a baby-sitter when she was five, and avoids sexual relations as a result, is shocked at how quickly things are progressing. As Jiang takes her by the wrist over to the bed, lays her down, undresses her, and begins to have intercourse with her, Beth has a severe flashback to her childhood trauma. She wants to tell Jiang to stop, but cannot. Beth is stiff and unresponsive during the intercourse. Is this a policy violation?

**Jiang would be held responsible in this scenario for Non-Consensual Sexual Intercourse. It is the duty of the sexual initiator, Jiang, to make sure that he has mutually understandable consent to engage in sexual activity. Here, Jiang had no verbal or non-verbal mutually understandable indication from Beth that she consented to sexual intercourse. It is important to be as clear as possible as to whether or not sexual contact is desired, and to be aware that for psychological**

**reasons or because of alcohol or drug use, one's partner may not be in a position to provide as clear an indication as the policy requires. As the policy makes clear, consent must be actively, not passively, given.**

3. Kevin and John are at a party. Kevin is not sure how much John has been drinking, but he is pretty sure it's a lot. After the party, he walks John to his apartment, and John comes on to Kevin, initiating sexual activity. Kevin asks him if he is really up to this, and John says yes. They remove each other's clothes and they end up in John's bed. Suddenly, John runs for the bathroom. When he returns, his face is pale, and Kevin thinks he may have thrown up. John gets back into bed, and they begin to have sexual intercourse. Kevin is having a good time, though he can't help but notice that John seems pretty groggy and passive, and he thinks John may have even passed out briefly during the sex, but he came to again. When Kevin runs into John the next day, he thanks him for the great night. John remembers nothing and decides to make a report to the Dean.

**This is a violation of the Non-Consensual Sexual Intercourse Policy. Kevin should have known that John was incapable of making a rational, reasonable decision about sexual activity. Even if John seemed to consent, Kevin was well aware that John had consumed a large amount of alcohol, that he seemed physically ill, and that he appeared to pass out during sex.**

**v. Sexual Exploitation**

Sexual Exploitation occurs when a person takes non-consensual or abusive sexual advantage of another for their own benefit or for the benefit of anyone other than the person being exploited, and that conduct does not otherwise constitute sexual misconduct under this policy. Examples of Sexual Exploitation include, but are not limited to:

- Sexual voyeurism (such as watching a person undressing, using the bathroom or engaging in sexual acts without the consent of the person being observed).
- Invasion of sexual privacy.
- Taking pictures, video, or audio recording of another in a sexual act, or in any other sexually-related activity when there is a reasonable expectation of privacy during the activity, without the consent of all involved in the activity, or exceeding the boundaries of consent (such as allowing

another person to hide in a closet and observe sexual activity, or disseminating sexual pictures without the photographed person's consent), including the making or posting of revenge pornography.

- Prostitution or prostituting another.
- Engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or a sexually-transmitted disease (STD) or infection (STI), without informing the other person of the infection.
- Administering alcohol or drugs (such as "date rape" drugs) to another person without their knowledge or consent (assuming the act is not completed).
- Exposing one's genitals in non-consensual circumstances (not including streaking, which may be disruptive conduct under the Code of Student Conduct), including unwelcome sexting.

**vi. Other Civil Rights Offenses**

In addition to the forms of sexual misconduct described above, the following conduct is also prohibited as forms of discrimination when the act is based upon the complainant's actual or perceived membership in a protected class.

- Threatening or causing physical harm, extreme verbal abuse, or other conduct which threatens or endangers the health or safety of any person;
- Discrimination, defined as actions that deprive, limit, or deny other members of the community of educational or employment access, benefits, or opportunities;
- Intimidation, defined as implied threats or acts that cause an unreasonable fear of harm in another;
- Hazing, defined as acts likely to cause physical or psychological harm or social ostracism to any person within Northland Pioneer College community, when related to the admission, initiation, joining, or any other group-affiliation activity (as defined further in the Hazing Policy);
- Bullying, defined as
  - Repeated and/or severe
  - Aggressive behavior
  - Likely to intimidate or intentionally hurt, control, or diminish another person, physically or mentally
  - That is not speech or conduct otherwise protected by the 1<sup>st</sup> Amendment.

- Intimate Partner Violence (commonly referred to as dating, domestic, or relationship violence) is defined as verbal, physical, or emotional violence or abuse between those who are involved in, or have been involved in, an intimate interaction or relationship.
  - Examples:
    - A boyfriend shoves his girlfriend into a wall upon seeing her talking to a male friend.
    - An ex threatens to out her former girlfriend as a lesbian if she doesn't give the relationship another chance.
    - A graduate student consistently gaslights<sup>8</sup> their trans partner for things that the graduate student is insecure about themselves.
    - Married employees are witnessed in the parking garage, with one partner slapping and scratching the other in the midst of an argument.

**vii. Stalking**

- Repetitive and menacing
- Pursuit, following, harassing, and/or interfering with the peace and/or safety of another

Examples of Stalking

- Students A and B were friends with benefits. Student A wanted a relationship, which caused student B to break it off. Student A could not let go, and pursued student B relentlessly. Student B obtained a campus no-contact order. Subsequently, Student B discovered his social media accounts were being accessed and things were being posted, snapped, and messaged as if they were from him, but they were not. Whoever accessed his account posted a picture of a penis, making it look as if he had sent out a picture of himself, though it was not his penis. This caused him considerable embarrassment and social anxiety. He changed his passwords, only to have it happen again. Seeking help from the Title IX Coordinator, Student B met with the IT department, which discovered an app on his phone and a keystroke recorder on his laptop, both of which were being used to transmit his data

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<sup>8</sup> The term *gaslight* refers to psychologically manipulating another individual which results in them doubting their memory, their perception(s), and/or questioning their sanity.

to a third party.

- A graduate student working as an on-campus tutor received flowers and gifts delivered to their office. After learning the gifts were from a student they recently tutored, the graduate student thanked the student and stated that it was not necessary and would appreciate if the gift deliveries stop. The student then started leaving notes of love and gratitude on the tutor's car, both on-campus and at home. Asked again to stop, the student stated by email: "You can ask me to stop, but I'm not giving up. We are meant to be together, and I'll do anything to make you have the feelings for me that I have for you." When the tutor did not respond, the student emailed again, "You cannot escape me. I will track you to the ends of the earth. If I can't have you, no one will."
- viii. Violation of any other Northland Pioneer College policies may constitute a Civil Rights Offense when a violation is motivated by actual or perceived membership in a protected class, and the result is a discriminatory effect on employment or educational access, benefits, or opportunities.

Sanctions for the above-listed Civil Rights Offenses range from reprimand through expulsion (students) or termination of employment.

#### **4. Retaliation**

Retaliation is defined as any materially adverse action taken *because of* a person's participation in a protected activity. Protected activity includes reporting an incident that may implicate this policy, participating in the grievance process, supporting a respondent, or assisting in providing information relevant to an investigation.

Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. Northland Pioneer College is prepared to take appropriate steps to protect individuals who fear that they may be subjected to retaliation.

Examples of Retaliation:

- Student-athlete A alleges sexual harassment by a coach; the coach subsequently cuts the student-athlete's playing time in half without a legitimate justification.
- A faculty member alleges gender inequity in pay within her department; the Department Chair then revokes his approval for her to attend a national conference, citing the faculty member's tendency to "ruffle feathers."
- A student from Organization A participates in a sexual misconduct investigation as a witness whose testimony is damaging to the respondent, who is also a member of

Organization A; the student is subsequently removed as a member of Organization A because of their participation in the investigation.

## **5. Confidentiality and Reporting of Offenses Under This Policy**

All Northland Pioneer College employees (faculty and staff) are expected to report actual or suspected discrimination or harassment to appropriate officials immediately, though there are some limited exceptions. In order to make informed choices, it is important to be aware of confidentiality and mandatory reporting requirements when consulting campus resources. On campus, some resources may maintain confidentiality and are not required to report actual or suspected discrimination or harassment. They may offer options and resources without any obligation to inform an outside agency or campus official unless a complainant has requested this information be shared. If a complainant expects formal action on their allegations, reporting to any employee can connect them with resources to report crimes and policy violations, and these employees will immediately pass reports to the Title IX Coordinator (and/or police, if desired by the reporter), who will take action when an incident is reported to them. The following describes the reporting options at Northland Pioneer College:

### **a. Confidential Reporting**

If a complainant would like the details of an incident to be kept confidential, the complainant may speak with:

- Off-campus (non-employees):
  - Licensed professional counselors and other medical providers
  - Local rape crisis counselors
  - Domestic violence resources
  - Local or state assistance agencies
  - Clergy/Chaplains
  - Attorneys

All of the above-listed individuals will maintain confidentiality except in extreme cases of immediacy of threat or danger or abuse of a minor.

### **b. Formal Reporting Options**

All Northland Pioneer College employees have a duty to report harassment or discrimination of which they become aware. Employees must promptly share all details of the reports they receive.

Reporting parties may want to carefully consider whether they share personally identifiable details with non-confidential employees, as those details must be shared with the Title IX Coordinator. Generally, climate surveys, classroom writing assignments or discussions, human subjects research, or events such as “Take Back the Night” marches or speak-outs do not



provide notice that must be reported to the Coordinator by employees, unless the complainant clearly indicates that they wish a report to be made. Support measures may result from such disclosures without formal Northland Pioneer College action.

### **When a Complainant Does Not Wish to Proceed**

If a complainant does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal grievance to be pursued, they may make such a request to the Title IX Coordinator, who will evaluate that request in light of the duty to ensure the safety of the campus and to comply with federal law.

The Title IX Coordinator has ultimate discretion over whether the Northland Pioneer College proceeds when the complainant does not wish to do so. Note that the Northland Pioneer College's ability to remedy and respond to a reported incident may be limited if the complainant does not want the College to proceed with an investigation and/or the grievance process. The goal is to provide the complainant with as much control over the process as possible, while respecting Northland Pioneer College's obligation to protect its community.

In situations involving pattern, predation, threat, minors, weapons, and/or violence, or when the allegations involve serious or pattern employee misconduct, Northland Pioneer College may be unable to fully honor a request for confidentiality and/or informal grievance.

In cases in which the complainant requests confidentiality and the circumstances allow Northland Pioneer College to honor that request, Northland Pioneer College will offer interim supports and remedies to the complainant and the community, but will not otherwise pursue formal action. If the complainant elects to take no action, they can change that decision later if they decide to pursue a formal process at a later date. With formal reports, a complainant has the right, and can expect, to have allegations taken seriously by Northland Pioneer College and to have the incidents investigated and properly resolved through these procedures.

### **Failure of a Mandated Reporter to Report**

Failure of a non-confidential employee, as described in this section, to report an incident of sex/gender harassment or discrimination of which they become aware is a violation of Northland Pioneer College policy and can be subject to disciplinary action for failure to comply.

### **Privacy and Sharing on a Need-to-Know Basis**

Formal reporting still affords privacy to the reporter, and only a small group of officials who need to know will be told, including but not limited to: Title IX Team and Behavioral Intervention Teams/Campus Assessment Response and Education Team.

Information will be shared as necessary with investigators, Hearing Panel members/Decision-makers, witnesses, and the respondent. The circle of people with this knowledge will be kept as tight as possible to preserve a complainant's rights and privacy. Additionally, anonymous reports can be made by using the online reporting form posted at [\[insert URL\]](#). Note that these anonymous reports may prompt a need for the College to investigate.

#### **6. Federal Timely Warning Obligations**

Parties reporting sexual misconduct, intimate partner violence, and/or stalking should be aware that under the Clery Act, Northland Pioneer College Coordinators must issue timely warnings for incidents reported to them that pose a serious or continuing threat of bodily harm or danger to members of the campus community. Northland Pioneer College will ensure that a complainant's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.

#### **7. False Allegations and Information**

Deliberately false and/or malicious accusations under this policy, as opposed to allegations which, even if erroneous, are made in good faith, are a serious offense and will be subject to appropriate disciplinary action.

Additionally, witnesses and parties providing knowingly false evidence or deliberately misleading an official conducting an investigation will be subject to discipline under Northland Pioneer College policy.

#### **8. Amnesty for Complainant and Witnesses**

The Northland Pioneer College community encourages the reporting of misconduct and crimes by reporting parties and witnesses. Sometimes, complainants or witnesses are hesitant to report to Northland Pioneer College officials or participate in grievance processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident.

It is in the best interests of the Northland Pioneer College community that complainants choose to report to Northland Pioneer College officials, and that witnesses come forward to share what they know. To encourage reporting, Northland Pioneer College maintains a policy of offering complainants and witnesses amnesty from minor policy violations – such as underage consumption of alcohol or the use of illicit drugs - related to the incident. Amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution.

**Students:** Sometimes, students are hesitant to assist others for fear that they may get in trouble themselves (for example, an underage student who has been drinking might hesitate to help take an individual who has experienced sexual misconduct to the Campus Police). Northland Pioneer College maintains a policy of amnesty for students who offer help to others in need. While policy violations cannot be overlooked, the College may provide educational options, rather than punishment, to those who offer their assistance to others in need.

**Employees:** Sometimes, employees are hesitant to report harassment or discrimination they have experienced for fear that they may get in trouble themselves. For example, an employee who has violated the consensual relationship policy and is then assaulted in the course of that relationship might hesitate to report the incident to Northland Pioneer College officials. The College may, at its discretion, offer employee reporting parties amnesty from such policy violations (typically more minor policy violations) related to the incident. Amnesty may also be granted to witnesses on a case-by-case basis.

#### **9. Parental Notification (allegations involving students)**

Northland Pioneer College reserves the right to notify parents/guardians of dependent students regarding any health or safety risk, change in student status or student conduct situation, particularly alcohol and other drug violations. Northland Pioneer College may also notify parents/guardians of non-dependent students who are under age 21 of alcohol and/or drug policy violations.

When a student is non-dependent, Northland Pioneer College may contact parents/guardians to inform them of situations in which there is a significant and articulable health and/or safety risk. Northland Pioneer College also reserves the right to designate which Northland Pioneer College officials have a need to know about incidents that fall within this policy, pursuant to the Family Educational Rights and Privacy Act (FERPA).

#### **10. Federal Statistical Reporting Obligations**

Certain campus officials – those deemed Campus Security Authorities - have a duty to report the following for federal statistical reporting purposes (Clery Act):

- a) All “primary crimes,” which include all criminal homicide, sexual assault, robbery, aggravated assault, burglary, motor vehicle theft, and arson;
- b) Hate crimes, which include any bias motivated primary crime as well as any bias motivated larceny or theft, simple assault, intimidation, or destruction/damage/vandalism of property;

- c) VAWA<sup>9</sup>-based crimes, which include sexual assault, domestic violence, dating violence, and stalking; and
- d) Arrests and referrals for disciplinary action for weapons-related law violations, liquor related law violations, and drug abuse-related law violations.

All personally identifiable information is kept private, but statistical information must be passed along to the Vice President for Learning and Student Services regarding the type of incident and its general location (on or off-campus or in the surrounding area, but no addresses are given) for publication in the Annual Security Report and daily campus crime log. This reporting helps to provide the community with a clear picture of the extent and nature of campus crime to ensure greater community safety.

Campus Security Authorities include: student services staff, local police, residence life staff, student activities staff, human resources staff, advisors to student organizations, and any other official with significant responsibility for student and campus activities.

The information to be shared includes the date, the general location of the incident (using Clery location categories) and the Clery crime category. This reporting protects the identity of the complainant and may be done anonymously.

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<sup>9</sup> VAWA is the Violence Against Women Act, enacted in 1994 codified in part at 42 U.S.C. sections 13701 through 14040.