

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 Special District Governing Board Meeting, open to the public, on **February 16, 2021 beginning at 9:00 a.m.** The meeting will be held on [Zoom](#) and you can also join by calling **1 669 900 6833 and using meeting ID: 878 4199 1122.**

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

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

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

I, Paul Hempsey, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 15th day of February, 2021, at 9:00 a.m.

Paul Hempsey
Recording Secretary to the Board

NOTICE DISTRIBUTION

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



Northland Pioneer College Mission:

Northland Pioneer
College provides
educational excellence
that is affordable and
accessible for the
enrichment of
communities across
northeastern Arizona.



Northland Pioneer College

EXPANDING MINDS • TRANSFORMING LIVESSM

Governing Board Meeting Agenda

ZOOM

Or you can join by calling 1 669 900 6833 and using meeting ID: 878 4199 1122.

Date: February 16, 2021

Time: 9:00 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.	Reports:	
A.	Financial Position	VPAS Ellison
B.	NPC Student Government Association (SGA)	Written Report
C.	NPC Faculty Association	Amelinda Webb/Pat Lopez
D.	Classified & Administrative Staff Organization (CASO).....	No Report
E.	NPC Friends and Family	Director Wilson
F.	Human Resources	Written Report
G.	Institutional Effectiveness Quarterly Report	Director Yip-Reyes
H.	President's Report.....	Interim President Swarthout
5.	Consent Agenda..... (Action)	Chair Lucero
A.	January 19, 2021 Regular Meeting Minutes	
B.	Policy 1102 – Equal Opportunity, Harassment, and Nondiscrimination	
C.	Policy 1431 – Hazing Prevention	
D.	Policies 1805 through 1810	
E.	Election Services Intergovernmental Agreement between Navajo County Community College District and County of Navajo	
F.	Dual Enrollment Intergovernmental Agreement between Navajo County Community College District and Winslow USD.	
G.	Dual Enrollment Intergovernmental Agreement Amendment between Navajo County Community College District and Show Low USD; St. Johns USD; Winslow USD.	
6.	Old Business:	
A.	Presidential Search.....	Interim President Swarthout
7.	New Business:	
A.	Summary of Coronavirus Aid, Relief, and Economic Security Act (CARES) Funding & Spending	VPAS Ellison
B.	Adoption of the Fiscal Year 2019-20 Expenditure Limitation Report	VPAS Ellison
C.	Request to Approve Adjustment to Fiscal Year 2020 Adopted Budget (Action)	VPAS Ellison
D.	First Read of 2021-2022 Tuition and Fees	VPAS Ellison
E.	Request to Approve Contract with MetaPro, Inc. for Teletherapy (Action)	VPLSS Clark
8.	Board Self-Assessment	Chair Lucero
9.	DGB Agenda Items and Informational Needs for Future Meetings	Chair Lucero
10.	Board Report/Summary of Current Events	Board Members
11.	Announcement of Next Regular Meeting	Chair Lucero
12.	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, 2020 to December 31, 2020

Budget Period Expired

50%

Tax Supported Funds				
General Unrestricted				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	15,726,233	863,991	9,555,802	61%
State Aid:				
Maintenance and Operations	1,554,800	-	777,400	50%
Equalization	8,444,300	-	4,222,150	50%
Tuition and Fees	4,600,000	742,020	2,738,994	60%
Investment earnings	500,000	45,267	214,187	43%
Grants and Contracts	1,400,000	673,944	681,517	49%
Other Miscellaneous	200,000	11,577	83,321	
Fund Balance		-	-	
Transfers	(2,900,000)	(163,307)	(736,484)	25%
TOTAL REVENUES	\$ 29,525,333	\$ 2,173,492	\$ 17,536,887	59%
EXPENDITURES				
Salaries and Benefits	19,997,902	1,587,839	8,981,593	45%
Operating Expenditures	9,527,431	615,070	3,931,187	41%
Capital Expenditures				
TOTAL EXPENDITURES	\$ 29,525,333	\$ 2,202,909	\$ 12,912,780	44%
Unrestricted Plant				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital/STEM	334,800	-	167,400	50%
Transfers	2,000,000	-	373,916	19%
Fund Balance	12,000,000	9,690	195,836	2%
TOTAL REVENUES	\$ 14,334,800	\$ 9,690	\$ 737,152	5%
EXPENDITURES				
Capital Expenditures - WMC Facilities	12,000,000	9,690	195,836	2%
Capital Expenditures - Other	2,334,800	58	541,316	23%
TOTAL EXPENDITURES	\$ 14,334,800	\$ 9,748	\$ 737,152	5%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
 Statement of Financial Position
 July 1, 2020 to December 31, 2020

Budget Period Expired 50%

Restricted and Auxiliary Funds

	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Grants and Contracts	6,000,000	911,459	1,394,728	23%
Fund Balance				
Transfers	600,000	150,000	300,000	50%
TOTAL REVENUES	\$ 6,600,000	\$ 1,061,459	\$ 1,694,728	26%
EXPENDITURES				
Salaries and Benefits	841,801	105,850	608,606	72%
Operating Expenditures	5,758,199	47,799	1,545,670	27%
Capital Expenditures				
TOTAL EXPENDITURES	\$ 6,600,000	\$ 153,649	\$ 2,154,276	33%

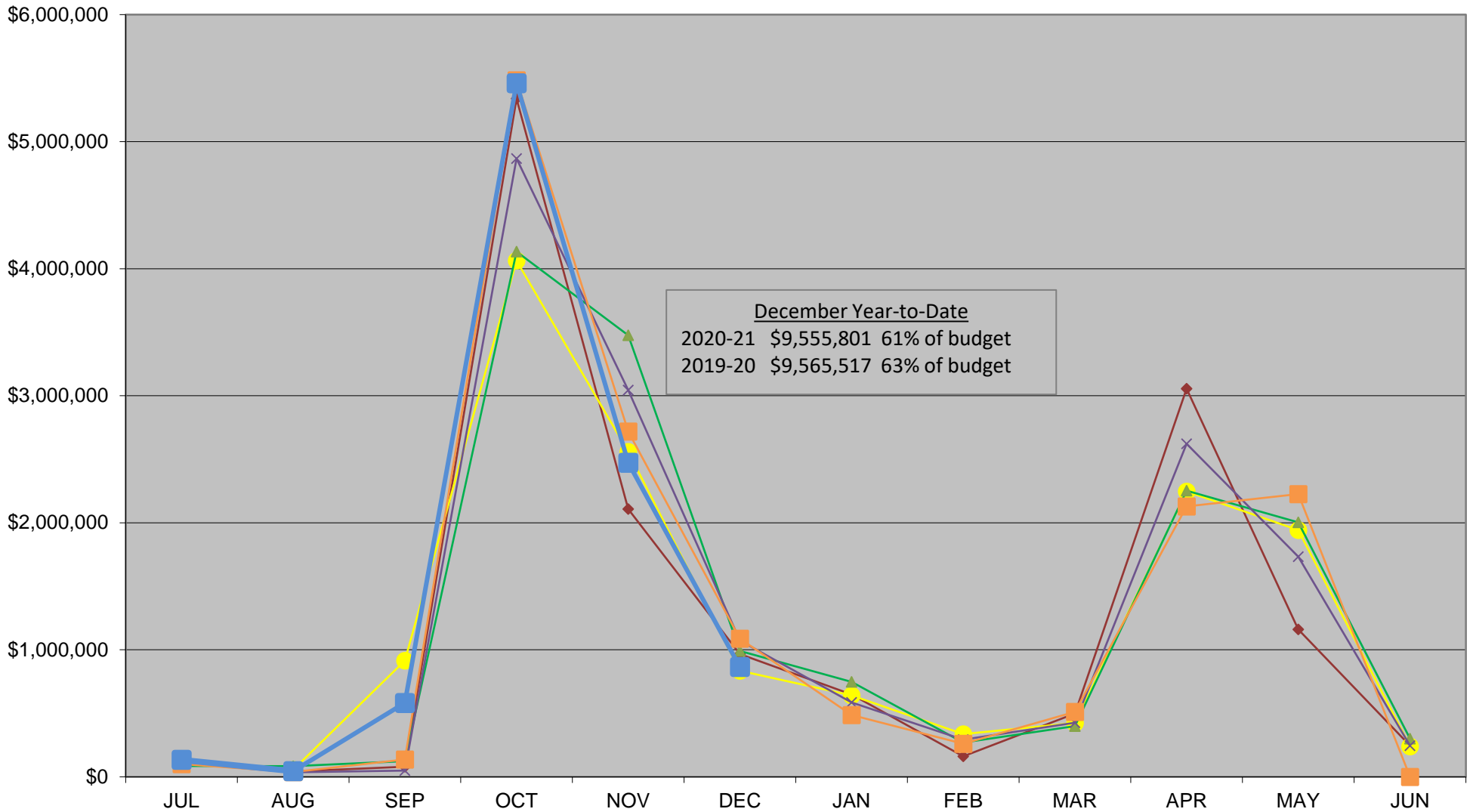
	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Sales and Services	300,000	12,406	23,373	8%
Fund Balance	-			
Transfers	300,000	13,307	62,568	21%
TOTAL REVENUES	\$ 600,000	\$ 25,713	\$ 85,941	14%
EXPENDITURES				
Salaries and Benefits	239,418	10,168	69,960	29%
Operating Expenditures	360,582	3,565	15,981	4%
Capital Expenditures				
TOTAL EXPENDITURES	\$ 600,000	\$ 13,733	\$ 85,941	14%

Cash Flows

Cash flows from all activities (YTD)	\$20,054,708
Cash used for all activities (YTD)	\$15,890,149
Net Cash for all activities (YTD)	\$4,164,559

Monthly Primary Property Tax Receipts

◆ 2015-16
 ▲ 2016-17
 ▲ 2017-18
 ✕ 2018-19
 ■ 2019-20
 ■ 2020-21 December YTD



NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
 Statement of Financial Position
 July 1, 2020 to December 31, 2020

	General Unrestricted			
	Budget	Current Month Actual	Y-T-D Actual	
REVENUES				
Tuition and Fees	2,600,000	742,020	2,738,994	
Fund Balance - Offset Tuition Revenues	2,000,000			
Total	<u>4,600,000</u>	<u>742,020</u>	<u>2,738,994</u>	
EXPENDITURES				
COVID 50% Tuition Waiver	-	215,300	546,741	
Total	<u>-</u>	<u>215,300</u>	<u>546,741</u>	
Net Tuition & Fees	<u>\$ 4,600,000</u>	<u>\$ 526,720</u>	<u>\$ 2,192,253</u>	48%

9 February 2021

Dear NPC Governing Board,

The Spring, 2021 semester has begun and we are still unable to meet in person. We are definitely exercising our patience. Our first meeting of the semester will be via Zoom on Friday, February 12, 2021. We will continue to meet twice a month on the second and fourth Fridays.

Our February 26, 2021 meeting will feature a Leadership Series speaker. We will be hearing from Kay Solomon, Assistant Principal of Snowflake Junior High School. Mr. Solomon is also the head football coach for Snowflake High School and recently led the team to the State Championship win for Division 3A. His many years working with students and players keeping them motivated in the classroom and on the field make him a highly qualified individual for our Leadership Series. His remarks will be recorded and made available to all NPC students.

As we move through this semester we will have more online movie nights and additional leadership speakers. We look forward to returning to a full activity schedule as soon as we are allowed to do so.

Sincerely,

Cindy Dies Owen

SGA President, 2020-2021

**DGB Human Resources Update
February 8, 2021**

OPEN POSITIONS

1. **EMT Program Clerk** – Open until filled. 0 applicants
2. **Community Recruiter North** – Open until filled. 14 applicants.
3. **System Support Technician** – Open until filled. 22 applicants.

CLOSED & IN REVIEW

1. **Carl Perkins Grant Specialist** – Closed. 39 applicants.
2. **Maintenance III** – Closed. 7 applicants.
3. **Mechanic** – Closed. 4 applicants.
4. **Technology Support Technician** – Closed. 84 applicants.
5. **Dean of Career & Technical Education**-Closed. 2 applicants.

FILLED

1. **NAT Coordinator/Faculty** – Elizabeth McKey. Started February 1, 2021. Elizabeth has ten (10) years' experience as the Director of Nursing and as a Registered Nurse at a long-term care behavioral care facility.
2. **Record & Registration Admissions Clerk.** Cheyenne Lester. Started February 1, 2021. Cheyenne has 4 years of experience as Federal Work Study and temporary worker in the Records and Registration department.

Office of Institutional Effectiveness

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

1. Produced external data-related reports/files: IPEDS Winter Collection Reports (Graduation Rates, Graduation 200% Rates, and Outcomes Measures); AZTransfer ASSIST data file submission; Perkins III performance data reports; NAVIT CTE awards and external certification data reports; and CLERY Crime Report.
2. Assisted in internal data requests from the Student Success Alliance, Marketing, Early College, and Advising Departments.
3. Provided aggregate college data to Dr. Davis Jenkins from the Community College Research Center for his presentation at the college's Spring Convocation.
4. Assisted in survey development collecting input on strategic goals and distributing funds under the Coronavirus Response and Relief Supplemental Appropriations Act.
5. Engaged the college and various departments in enrollment-related discussion using data.
6. Facilitated the development of the college's new mission, vision, values [approved by the DGB on January 19, 2021]; continued support to the Leadership Council in its integrated strategic planning process.
7. Compiled and distributed course-specific Fall 2020 course improvement survey reports to all faculty.

**Northland Pioneer College
Course Improvement Survey (Fall 2018 - Fall 2020)***

Category: Positive Ratings Comparison (Strongly Agree, Agree)

Fall 2018	Spring 2019	Summer 2019	Fall 2019	Summer 2020	Fall 2020
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RATINGS ABOUT THE COURSE

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

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

RATINGS ABOUT THE INSTRUCTOR

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

89.0%	96.5%	94.2%	93.8%	94.2%	92.9%
87.2%	94.2%	91.4%	92.1%	93.9%	92.4%
82.1%	89.7%	88.0%	86.1%	88.3%	86.4%
86.7%	94.9%	91.3%	90.6%	89.5%	89.9%
79.4%	84.0%	86.2%	85.3%	84.4%	83.8%
88.3%	94.3%	90.6%	91.5%	92.2%	91.9%
84.7%	89.7%	90.1%	88.5%	90.0%	88.7%
84.5%	90.0%	90.7%	89.6%	91.3%	89.6%
81.5%	87.5%	89.0%	88.1%	90.6%	88.5%
83.1%	90.2%	86.8%	88.0%	88.1%	88.1%

STUDENT CONTRIBUTION TO COURSE

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

68.2%	76.0%	73.2%	73.2%	86.2%	76.8%
76.0%	82.2%	72.9%	76.0%	77.1%	74.7%
78.6%	84.4%	77.9%	79.3%	82.2%	77.8%

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

Navajo County Community College District Governing Board Meeting Minutes

January 19, 2021 – 9:00 a.m.

ZOOM

Governing Board Member Present: Mr. Frank Lucero; Mr. Everett Robinson; Ms. Kristine Laughter; Mr. Derrick Leslie (Joined at 9:10 a.m.); Mr. Elias Jouen (joined at 9:05 a.m. and left at 9:28 a.m.).

Governing Board Member Present by Phone:

Governing Board Member Absent:

Staff Present: Interim President Jeanne Swarhout; Vice President for Learning and Student Services (VPLSS) Jessica Clark; Vice President for Administrative Services (VPAS) Maderia Ellison; Chief Information Officer (CIO) Scott Estes; Interim Chief Human Resources Officer (CHRO) Peggy Belknap; Director of Institutional Effectiveness Judy Yip-Reyes; Recording Secretary to the Board Paul Hempsey.

Others Present: Myrtle Dayzie-Grey; Elinor Henderson; Amy Henderson; Xander Henderson; Suzanne Henderson; Tracy Holt-Mancuso; Debra McGinty; Denise Rominger; Michael Broyles; Barbara Burstein; Lia Keenan; Bobbi Sample; Rich Chanick; Susan Jensen; Donna Miller; David Glennon; M. Kuntzerlman; Gary Santillanes; Josh Rogers; Betsy Wilson; Lori Carmona; Cassie Dows; Nicole Ulibarri; Gail Campbell; Robbin Henderson; Allison Landy; Robert Johnson; Jeremy Raisor; Pamela Dominguez; Mark Henderson; Isadora Kunitz; Terrie Shevat; William Hobson; Ann Hess; Margo Teague; Colleen Readell; Tamara Osborne; Patti Van Tuyl; Tabitha Stickel; Dal Henderson; Daphne Brimhall; Mark Vest; Diane Joe; Kevin Jones; Donna Soseman; Rebecca Hunt; Ruth Zimmerman; Jennifer Bishop; Elizabeth Oliphant; Pat Lopez; David Huish; Matt Weber; Tanya Henderson.

Others Present by Phone:

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Lucero called the meeting to order at 9:02 a.m. and asked Mr. Robinson to lead the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

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



Agenda Item 3: Request to Approve Administrator Emeritus – Tracy Holt-Mancuso
Mr. Robinson made a motion to approve the award of Administrator Emeritus status to Tracy Holt-Mancuso. Ms. Laughter seconded. The motion carried upon a roll-call vote with Ms. Laughter, Mr. Robinson, and Chair Lucero voting in favor. There were no votes against.

Mr. Jouen joined the meeting at 9:05 a.m.
Mr. Leslie joined the meeting at 9:10 a.m.

Agenda Item 4: Emeritus and Meritorious Awards

- a. Dr. Eric Henderson
- b. Eli Blake
- c. Myrtle Dayzie-Grey
- d. Bobbi Sample
- e. Tracy Holt-Mancuso
- f. Dr. Debra McGinty
- g. Mark Vest

Interim CHRO Belknap, assisted by Dean Rickey Jackson, virtually presented the awards and promised to ship the items to each former employee or, in the case of posthumous awards, to family members.

Mr. Jouen left the meeting at 9:28 a.m. due to technical difficulties.

Agenda Item 5: Election of Board Officers and Appoint AACCT Representative(s)
Mr. Robinson moved to reappoint Mr. Lucero as Chair for 2021. Mr. Leslie seconded. The motion carried upon a roll-call vote with Ms. Laughter, Mr. Robinson, Mr. Leslie, and Chair Lucero voting in favor. There were no votes against.

Chair Lucero recommended Board Member Robinson for the position of Board Secretary.

Mr. Leslie made a motion to appoint Board Member Robinson as Board Secretary, Ms. Laughter seconded. The motion carried upon a roll-call vote with Ms. Laughter, Mr. Leslie, and Chair Lucero voting in favor. There were no votes against. Mr. Robinson abstained.

Chair Lucero provided some history of the Arizona Association of Community College Trustees (AACCT) meetings and offered to remain as AACCT representative for the Board, but agreed with the idea to have an alternate identified. Ms. Laughter offered to be the alternate if Chair Lucero was unable to attend any meetings.

Mr. Leslie made a motion to appoint Chair Lucero as the Board representative to AACCT and have Board Member Laughter as an alternate. Mr. Robinson seconded. The motion carried upon a roll-call vote with Ms. Laughter, Mr. Robinson, Mr. Leslie, and Chair Lucero voting in favor. There were no votes against.



Agenda Item 6: Call for Public Comment

None.

Agenda Item 7: Reports

4.A. Financial Position

VPAS Ellison addressed the Board and reviewed the Financial Position Report noting the report covered the period of July through November 2021.

4.B. NPC Friends and Family

Director Wilson addressed the Board and provided an update on recent Friends and Family activities highlighting the receipt of a \$75,000.00 donation from friends of former Board Member Prescott Winslow.

4.C. Faculty Association

Kevin Jones, President of Faculty Association, provided an update on recent activities and introduced Dr. Elizabeth Oliphant, Faculty in English, who provided a presentation on “Invisible Faculty Labor” noting some of the many tasks that they complete for the college that may not be widely known.

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

No Report.

4.E. NPC Student Government Association (SGA)

No Report.

4.F. Human Resources

Written Report.

Chair Lucero asked for an update on the CHRO search and Interim CHRO Belknap happily reported the hire of Robert Ficken to fill the role and pointed to the information in the Human Resources report on Mr. Ficken.

4.G. President's Report

Interim President Swarthout addressed the Board and informed them of the Northland Pioneer College (NPC) members selected for the All Arizona Academic team and noted they would be honored on March 4th with a virtual ceremony.

Interim President Swarthout also reported that Bill Tracking for the new legislative session was beginning and would be forwarded to Board Members though not many bills had dropped yet. Also, Eastern Arizona College will be completing a Healthcare survey which will possibly be seen in the southern end of NPC's service area.



Agenda Item 5: Consent Agenda

- A. **December 15, 2020 Regular Meeting Minutes**
- B. **January 8, 2021 Special Meeting Minutes**
- C. **Policies 1710 through 1730**
- D. **Dual Enrollment IGA between Navajo County Community College District and Chinle USD.**
- E. **Curriculum Modifications**
 - i. Program Modifications – AAS, CAS, and CP Construction Technology (CON)
 - ii. Program Modifications – AAEC, AAS, and CP Early Childhood (ECD)
 - iii. Program Modifications – AAS, and CAS Medical Office Administration and CP Medical Office Administration Fundamentals
 - iv. Program Deletions – AAS, CAS, and CP Accounting Specialization
 - v. Program Deletions – AAS, CAS, and CP Modern Office Technologies

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

Agenda Item 9: Old Business

9.A. Presidential Search – Finalist Interview Schedule

Interim President Swarouth reminded the Board of the timeframe for the Presidential Search and noted the week of March 22nd through March 26th had been chosen for finalists to meet with the Board. Interim President Swarouth also noted that due to the pandemic the interviews may need to be held virtually but the plan would be to set in-person interviews as it would be easier to collapse the schedule than build it up for in-person events.

Board Member Robinson noted he would be unavailable on Thursday, March 25th and would therefore prefer interviews to be held Monday through Wednesday if possible. Interim President Swarouth suggested she and Recording Secretary Hempsey prepare a finalist itinerary for the week looking at Monday through Wednesday for Board interviews.

Agenda Item 10: New Business

10.A. Request to Accept the Comprehensive Annual Financial Report and Single Audit Report for the Fiscal Year Ended June 30, 2020

VPAS Ellison provided a summary from both reports, noting the unmodified opinions for both, and introduced Donna Miller, Financial Audit Director, and David Glennon, Audit Manager, from the Office of the Auditor General who provided an overview of the audit process and some of the findings identified. Mr. Glennon noted that the college had issued a corrective action plan and was making efforts to address the findings.

Mr. Leslie acknowledged the findings were partially corrected and asked CIO Estes what steps were being taken to completely remove them. CIO Estes noted the efforts underway to address both issues with the hope that they could be completed by July of this year. Board Member Robinson confirmed that efforts were being documented by staff.



Mr. Leslie made a motion to accept the Comprehensive Annual Financial Report and Single Audit Report for the Fiscal Year Ended June 30, 2020 as presented. Mr. Robinson seconded. The motion carried upon a roll-call vote with Ms. Laughter, Mr. Leslie, Mr. Robinson, and Chair Lucero voting in favor. There were no votes against.

10.B. Request to Approve the Mission, Values, and Vision Statements

Director of Institutional Effectiveness Yip-Reyes addressed the Board and presented the new Mission, Vision, and Values statements noting the efforts made to arrive at the new statements.

Mr. Robinson made a motion to approve the Mission, Values, and Vision Statements as presented. Mr. Leslie seconded. The motion carried upon a roll-call vote with Ms. Laughter, Mr. Leslie, Mr. Robinson, and Chair Lucero voting in favor. There were no votes against.

Board Member Robinson commended staff for their hard work.

10.C. Strategic Planning Goals

Interim President Swarthout followed the approval of the Mission, Vision, and Values statements by urging the Board to come up with two or three strategic goals for the college to work toward. The Board members asked for a retreat to discuss options and Interim President Swarthout offered to identify a date that will work for all Board Members.

Mr. Leslie left the meeting at 10:58 a.m.

10.D. Update on WMC Facilities Expansion

VPAS Ellison provided an update on efforts to expand facilities at the White Mountain Campus (WMC) and the timeline for construction to begin. David Huish, Director of Facilities and Vehicles, expanded on the productive meetings the college had been having with the City of Show Low to meet some of their expectations.

Mr. Robinson noted the City of Show Low had issued a contract for their own construction project which was now overbudget and asked if the college may run in to the same issue. Director Huish noted that the college had budgeted a reasonable amount based on the construction project. VPAS Ellison noted that any increase to square footage of the building would cause costs to increase.

10.E. Update on Transwestern Litigation

VPAS Ellison provided an update on the litigation which resulted in the College owing back Property Taxes to Transwestern Pipeline Company and noted that efforts were underway at the legislature to hold harmless any impacted entities.

Chair Lucero asked if there was an estimate on when there would be closure on the issue. VPAS Ellison noted there was no timeline at this point.

Agenda Item 11: Board Self-Assessment

Not completed.



Agenda Item 12: DGB Agenda Items and Informational Needs for Future Meetings

Mr. Robinson asked for an agenda item on the utilization of CARES funding.

Agenda Item 13: Board Report/Summary of Current Event

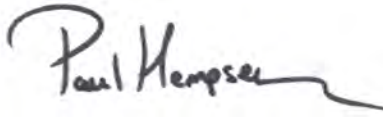
None.

Agenda Item 14: Announcement of Next Regular Meeting: Regular District Governing Board meeting on Tuesday, February 16, 2021 at 9 a.m.

Agenda Item 15: Adjournment

The meeting was adjourned at 11:02 a.m. upon a motion by Mr. Robinson and a second by Ms. Laughter. The motion carried upon a roll-call vote with Ms. Laughter, Mr. Robinson, and Chair Lucero, voting in favor. There were no votes against.

Respectfully submitted,



Paul Hempsey
Recording Secretary to the Board



POLICY 1102: Equal Opportunity, Harassment, and Nondiscrimination¹

1. Glossary

- *Advisor* means a person chosen by a party or appointed by the institution to accompany the party to meetings related to the resolution process, to advise the party on that process, and to conduct questioning for the party at the hearing, if any.
- *Complainant* means an individual who is alleged to be the victim of conduct that could constitute harassment or discrimination based on a protected class; or retaliation for engaging in a protected activity.
- *Complaint (formal)* means a document submitted or signed by a Complainant or signed by the Title IX Coordinator alleging harassment or discrimination based on a protected class or retaliation for engaging in a protected activity against a Respondent and requesting that Northland Pioneer College investigate the allegation.
- *Confidential Resource* means an employee who is not a Mandated Reporter of notice of harassment, discrimination, and/or retaliation (irrespective of Clery Act Campus Security Authority status).
- *Day* means a business day when Northland Pioneer College is in normal operation.
- *Decision-maker* is the person, panel, and/or Chair who hears evidence, determines relevance, and makes the Final Determination of whether this Policy has been violated and/or assigns sanctions.
- *Directly Related Evidence* is evidence connected to the complaint but which is neither inculpatory (tending to prove a violation) nor exculpatory (tending to disprove a violation) and cannot be relied upon by the investigation report or Decision-maker. Compare to Relevant Evidence, below.
- *Education program or activity* means locations, events, or circumstances where Northland Pioneer College exercises substantial control over both the Respondent and the context in which the sexual harassment, discrimination, and/or retaliation occurs and also includes any building owned or controlled by a student organization that is officially recognized by Northland Pioneer College.
- *Final Determination*: A conclusion by the standard of proof that the alleged conduct did or did not violate Policy.
- *Finding*: A conclusion by the standard of proof that the conduct did or did not occur as alleged (as in a “finding of fact”).

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- *Formal Grievance Process* means “Process A,” a method of formal resolution designated by Northland Pioneer College to address conduct that falls within the policies included below, and which complies with the requirements of the Title IX regulations 34 CFR § 106.45.

Grievance Process Pool includes any investigators, hearing Decision-makers, appeal officers, and Advisors who may perform any or all of these roles (though not at the same time or with respect to the same case).

- *Investigator* means the person or persons charged by Northland Pioneer College with gathering facts about an alleged violation of this Policy, assessing relevance and credibility, synthesizing the evidence, and compiling this information into an investigation report of Relevant Evidence and a file of Directly Related evidence.
- *Mandated Reporter* means an employee of Northland Pioneer College who is obligated by Policy to share knowledge, notice, and/or reports of harassment, discrimination, and/or retaliation with the Title IX Coordinator and/or their supervisor.
- *Notice* means that an employee, student, or third-party informs the Title IX Coordinator or other Official with Authority of the alleged occurrence of harassing, discriminatory, and/or retaliatory conduct.
- *Official with Authority (OWA)* means an employee of Northland Pioneer College explicitly vested with the responsibility to implement corrective measures for harassment, discrimination, and/or retaliation on behalf of Northland Pioneer College.
- *Parties* include the Complainant(s) and Respondent(s), collectively.
- *Process A* means the Formal Grievance Process detailed below and defined above.
- *Process B* means the administrative resolution procedures that apply only when Process A does not, as determined by the Title IX Coordinator.
- *Recipient* means a postsecondary education program that is a recipient of federal funding.
- *Relevant Evidence* is evidence that tends to prove (inculpatory) or disprove (exculpatory) an issue in the complaint.
- *Remedies* are post-Finding actions directed to the Complainant and/or the community as mechanisms to address safety, prevent recurrence, and restore access to Northland Pioneer College’s educational program.

- *Respondent* means an individual who has been reported to be the perpetrator of conduct that could constitute harassment or discrimination based on a protected class, or retaliation for engaging in a protected activity.
- *Resolution* means the result of an informal or Formal Grievance Process.
- *Sanction* means a consequence imposed by Northland Pioneer College on a Respondent who is found to have violated this Policy.
- *Sexual Harassment* is the umbrella category including the offenses of sexual harassment, sexual assault, stalking, dating violence, and domestic violence. [See Section 17.b.](#) for greater detail.
- *Title IX Coordinator* is at least one official designated by Northland Pioneer College to ensure compliance with Title IX and Northland Pioneer College's Title IX program. References to the Coordinator throughout this Policy may also encompass a designee of the Coordinator for specific tasks.
- *Title IX Team* refers to the Title IX Coordinator, any deputy coordinators, and any member of the Grievance Process Pool.

2. 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 and harassment based on a protected category, and retaliation for engaging in a protected activity.

To ensure compliance with federal, state, and local 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 program or activity, Northland Pioneer College has developed internal policies and procedures that provide a prompt, fair, and impartial process for those involved in an allegation of discrimination or harassment on the basis of protected class status, and for allegations of retaliation. 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 the grievance process during what is often a difficult time for all those involved.

3. Applicable Scope

The core purpose of this Policy is the prohibition of all forms of discrimination. Sometimes, discrimination involves exclusion from or different treatment in activities, such as admission, athletics, or employment. At other times, discrimination takes the form of harassment or, in the case of sex-based discrimination, it can encompass sexual harassment, sexual assault, stalking, sexual exploitation, dating violence or domestic violence. When an alleged violation of this Nondiscrimination Policy is reported, the allegations are subject to resolution using Northland Pioneer College's "Process A" or "Process B," as determined by the Title IX Coordinator, and as in Procedure 2110.

When the Respondent is a member of Northland Pioneer College community, a formal complaint may be filed and a grievance process may be available regardless of the status of the Complainant, who may or may not be a member of the Northland Pioneer College community. This community includes, but is not limited to, students, student organizations, faculty, administrators, staff, and third parties [such as guests, visitors, volunteers, vendors, contractors, invitees, and campers]. The procedures below may be applied to incidents, to patterns, and/or to the campus climate, all of which may be addressed and investigated in accordance with this Policy.

4. Title IX Coordinator

The Vice President for Learning and Student Services serves as the Title IX Coordinator and oversees implementation of 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 the intake, investigation, resolution, and implementation of supportive measures to stop, remedy, and prevent discrimination, harassment, and retaliation prohibited under this Policy.² All parties will be provided with a comprehensive electronic brochure detailing options and resources, which the Title IX Coordinator may also go over in person with the parties, as appropriate.

5. 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 these procedures. The members of the Title IX Team are vetted and trained to ensure they are not biased for or against any party in a specific case, or for or against Complainants and/or Respondents, generally.

² The Chief Human Resources Officer serves as the EEO and ADA/504 Coordinator, and oversees the Affirmative Action and Equal Opportunity plan as well as disability compliance.

To raise any concern involving bias or conflict of interest by the Title IX Coordinator, contact Northland Pioneer College Interim President or other appropriate official at jeanne.swarouth@npc.edu or (928) 524-7420. Concerns of bias or a potential conflict of interest by any other Title IX Team member 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 Interim President or other appropriate official at jeanne.swarouth@npc.edu or (928) 524-7420 or designee. Reports of misconduct or discrimination committed by any other Title IX Team member should be reported to the Title IX Coordinator.

6. Administrative Contact Information

Complaints or notice of alleged Policy violations, or inquiries about or concerns regarding this Policy and procedures and about the application of Title IX, may be made internally to:

Dr. Jessica Clark
Vice President for Learning and Student Services
Title IX Coordinator
Office of Vice President for Learning and Student Services
Goldwater Building, Room 117, White Mountain Campus, Show Low
(928) 532-6141
jessica.clark@npc.edu
<https://www.npc.edu/title-ix/title-ix-team>

~~Peggy Belknap~~~~Bob Ficken~~
~~Interim~~ Chief Human Resources Officer
~~(Interim)~~ Title IX Deputy Coordinator – Employees
~~(Interim)~~ EEO and ADA/504 Coordinator
Office of Human Resources
Tiponi Community Center, Human Resources Room 302, Painted Desert Campus, Holbrook
(928) 524-7871
~~peggy.belknap@npc.edu~~ ~~bob.ficken@npc.edu~~

Josh Rogers
Director of Student Services
Title IX Deputy Coordinator – Students
Office of Student Services
Student Center, Room 109, Sliver Creek Campus, Snowflake

(928) 536-6227

joshua.rogers@npc.edu

For information on the Title IX Team members, visit: <https://www.npc.edu/title-ix/title-ix-team>.

Northland Pioneer College has also classified all employees as Mandated Reporters of any knowledge they have that a member of the community is experiencing harassment, discrimination, and/or retaliation. The section below on Mandated Reporting details which employees have this responsibility and their duties, accordingly.

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

Arizona, Colorado, New Mexico, Utah, Wyoming
Office for Civil Rights,
Denver Office
U.S. Department of Education
Cesar E. Chavez Memorial Building
1244 Speer Boulevard, Suite 310
Denver, CO 80204-3582
Telephone: (303) 844-5695
Facsimile: (303) 844-4303
[Email: OCR.Denver@ed.gov](mailto:OCR.Denver@ed.gov)

For complaints involving employees: [Equal Employment Opportunity Commission](#) (EEOC)

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>

7. Notice/Complaints of Discrimination, Harassment, and/or Retaliation

Notice or complaints of discrimination, harassment, and/or retaliation may be made by any person using any of the following options:

- 1) File a complaint with, or give verbal notice to, the Title IX Coordinator or deputies:

Dr. Jessica Clark
Vice President for Learning and Student Services
Title IX Coordinator
Office of Vice President for Learning and Student Services
Goldwater Building, Room 117, White Mountain Campus, Show Low
(928) 532-6141
jessica.clark@npc.edu
<https://www.npc.edu/title-ix/title-ix-team>

~~Peggy Belknap~~ ~~Bob Ficken~~
~~Interim~~ Chief Human Resources Officer
~~(Interim)~~ Title IX Deputy Coordinator – Employees
~~(Interim)~~ EEO and ADA/504 Coordinator
Office of Human Resources
Tiponi Community Center, Human Resources Room 302, Painted Desert
Campus, Holbrook
(928) 524-7871
~~peggy.belknap@npc.edu~~ ~~bob.ficken@npc.edu~~

Josh Rogers
Director of Student Services
Title IX Deputy Coordinator – Students
Office of Student Services
Student Center, Room 109, Sliver Creek Campus, Snowflake
(928) 536-6227
joshua.rogers@npc.edu

Such a report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator or any other official listed.

2) Report online, using the reporting form posted at <https://www.npc.edu/report-it>. Anonymous reports are accepted and can give rise to a need to investigate to determine if the parties can be identified. If not, no further formal action is taken, though measures intended to protect the community may be enacted. Northland Pioneer College tries to provide supportive measures to all Complainants, which may be impossible with an anonymous report that does not identify the Complainant. Because reporting carries no obligation to initiate a formal response, and because Northland Pioneer College respects Complainant requests to dismiss complaints unless there is a compelling threat to health and/or safety, the Complainant is largely in control and should not fear a loss of confidentiality by making a report that allows Northland Pioneer College to discuss and/or provide supportive measures.

3) Report to any supervisor or instructor.

A Formal Complaint means a document filed/signed by the Complainant or signed by the Title IX Coordinator alleging a Policy violation by a Respondent and requesting that Northland Pioneer College investigate the allegation(s). A complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information in the section immediately above, or as described in this section. As used in this paragraph, the phrase “document filed by a Complainant” means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by Northland Pioneer College) that contains the Complainant’s physical or digital signature, or otherwise indicates that the Complainant is the person filing the complaint, and requests that Northland Pioneer College investigate the allegations.

If notice is submitted in a form that does not meet this standard, the Title IX Coordinator will contact the Complainant to ensure that it is filed correctly.

8. Supportive Measures

Northland Pioneer College will offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged harassment, discrimination, and/or retaliation.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, and as reasonably available. They are offered without fee or charge to the parties to restore or preserve access to Northland Pioneer College’s education program or activity, including measures designed to protect the safety of all parties and/or Northland Pioneer College’s educational environment, and/or to deter harassment, discrimination, and/or retaliation.

The Title IX Coordinator promptly makes supportive measures available to the parties upon receiving notice or a complaint. At the time that supportive measures are offered, Northland Pioneer College will inform the Complainant, in writing, that they may file a formal complaint with

Northland Pioneer College either at that time or in the future, if they have not done so already. The Title IX Coordinator works with the Complainant to ensure that their wishes are taken into account with respect to the supportive measures that are planned and implemented.

Northland Pioneer College will maintain the confidentiality of the supportive measures, provided that confidentiality does not impair Northland Pioneer College's ability to provide those supportive measures. Northland Pioneer College will act to ensure as minimal an academic/occupational impact on the parties as possible. Northland Pioneer College will implement measures in a way that does not unreasonably burden the other party.

These actions may include, but are not limited to:

- Referral to counseling, medical, and/or other healthcare services
- Referral to the Employee Assistance Program
- Referral to community-based service providers
- Visa and immigration assistance
- Student financial aid counseling
- Education to the institutional community or community subgroup(s)
- Altering campus housing assignment(s)
- Altering work arrangements for employees or student-employees
- Safety planning
- Providing campus safety escorts
- Providing transportation accommodations
- Implementing contact limitations (no contact orders) between the parties
- Academic support, extensions of deadlines, or other course/program-related adjustments
- Trespass, Persona Non Grata (PNG), or Be-On-the-Lookout (BOLO) orders
- [Timely warnings](#)
- Class schedule modifications, withdrawals, or leaves of absence
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

Violations of no contact orders or other restrictions will be referred to appropriate student or employee conduct processes for enforcement.

9. Emergency Removal

Northland Pioneer College can act to remove a student Respondent entirely or partially from its education program or activities on an emergency basis when an individualized safety and risk

analysis has determined that an immediate threat to the physical health or safety of any student or other individual justifies removal. This risk analysis is performed by the Title IX Coordinator in conjunction with the CARE Team using its standard objective violence risk assessment procedures.

In all cases in which an emergency removal is imposed, the student will be given notice of the action and the option to request to meet with the Title IX Coordinator prior to such action/removal being imposed, or as soon thereafter as reasonably possible, to show cause why the action/removal should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate. When this meeting is not requested in a timely manner, objections to the emergency removal will be deemed waived. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator determines it is equitable to do so. This section also applies to any restrictions that a coach or athletic administrator may place on a student-athlete arising from allegations related to Title IX. There is no appeal process for emergency removal decisions.

A Respondent may be accompanied by an Advisor of their choice when meeting with the Title IX Coordinator for the show cause meeting. The Respondent will be given access to a written summary of the basis for the emergency removal prior to the meeting to allow for adequate preparation.

The Title IX Coordinator has sole discretion under this Policy to implement or stay an emergency removal and to determine the conditions and duration. Violation of an emergency removal under this Policy will be grounds for discipline within the student or employee conduct processes, which may include expulsion or termination.

Northland Pioneer College will implement the least restrictive emergency actions possible in light of the circumstances and safety concerns. As determined by the Title IX Coordinator, these actions could include, but are not limited to: removing a student from a residence hall, temporarily re-assigning an employee, restricting a student's or employee's access to or use of facilities or equipment, allowing a student to withdraw or take grades of incomplete without financial penalty, authorizing an administrative leave, and suspending a student's participation in extracurricular activities, student employment, student organizational leadership, or intercollegiate/intramural athletics.

At the discretion of the Title IX Coordinator, alternative coursework options may be pursued to ensure as minimal an academic impact as possible on the parties.

When the Respondent is an employee, existing provisions for interim action are applicable instead of the above emergency removal process.

10. Promptness

All allegations are acted upon promptly by Northland Pioneer College once it has received notice or a formal complaint. Complaints can take 60-90 business days to resolve, typically. There are always exceptions and extenuating circumstances that can cause a resolution to take longer, but Northland Pioneer College will avoid all undue delays within its control.

Any time the general timeframes for resolution outlined in Northland Pioneer College procedures will be delayed, Northland Pioneer College will provide written notice to the parties of the delay, the cause of the delay, and an estimate of the anticipated additional time that will be needed as a result of the delay.

11. Confidentiality/Privacy

Every effort is made by Northland Pioneer College to preserve the confidentiality of reports. Northland Pioneer College will not share the identity of any individual who has made a report or complaint of harassment, discrimination, or retaliation; any Complainant; any individual who has been reported to be the perpetrator of sex discrimination; any Respondent, or any witness, except as permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g; FERPA regulations, 34 CFR part 99; or as required by law; or to carry out the purposes of 34 CFR Part 106, including the conducting of any investigation, hearing, or grievance proceeding arising under these policies and procedures.

Northland Pioneer College reserves the right to determine which College officials have a legitimate educational interest in being informed about incidents that fall within this Policy, pursuant to the Family Educational Rights and Privacy Act (FERPA).

Only a small group of officials who need to know will typically be told about the complaint, including but not limited to: CARE Team and Human Resources. Information will be shared as necessary with Investigators, Decision-makers, witnesses, and the parties. The circle of people with this knowledge will be kept as tight as possible to preserve the parties' rights and privacy.

Northland Pioneer College may contact parents/guardians of students to inform them of situations in which there is a significant and articulable health and/or safety risk, but will usually consult with the student first before doing so.

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

12. Jurisdiction of Northland Pioneer College

This Policy applies to the education program and activities of Northland Pioneer College, to conduct that takes place on the campus or on property owned or controlled by Northland Pioneer College, at Northland Pioneer College-sponsored events, and in buildings owned or controlled by Northland Pioneer College's recognized student organizations. The Respondent must be a member of Northland Pioneer College's community in order for this Policy to apply.

This Policy can also be applicable to the effects of off-campus misconduct that effectively deprive a person of access to Northland Pioneer College's educational program. Northland Pioneer College may also extend jurisdiction to off-campus and/or 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, Northland Pioneer College will address notice/complaints 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 sponsored program or activity. A substantial Northland Pioneer 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 is determined that the Respondent poses an immediate threat to the physical health or safety of any student, employee or other individual;
- c. Any situation that significantly impinges upon the rights, property, or achievements of oneself or others or significantly breaches the peace and/or causes social disorder; and/or
- d. Any situation that substantially interferes with the educational interests or mission of Northland Pioneer College.

If the Respondent is unknown or is not a member of the Northland Pioneer College community, the Title IX Coordinator will assist the Complainant in identifying appropriate campus and local resources and support options. If criminal conduct is alleged, Northland Pioneer College can assist in contacting local law enforcement if the individual would like to file a police report.

Further, even when the Respondent is not a member of the Northland Pioneer College's community, supportive measures, remedies, and resources may be provided to the Complainant by contacting the Title IX Coordinator.

In addition, Northland Pioneer College may take other actions as appropriate to protect the Complainant against third parties, such as barring individuals from Northland Pioneer 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 and/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 employed by another institution, the Title IX Coordinator can assist the Complainant in liaising with the appropriate individual at that institution, as it may be possible to allege violations through that institution's policies.

Similarly, the Title IX Coordinator may be able to assist and support a student or employee Complainant who experiences discrimination in an externship, study abroad program, or other environment external to Northland Pioneer College where sexual harassment or nondiscrimination policies and procedures of the facilitating or host organization may give recourse to the Complainant.

13. Time Limits on Reporting

There is no time limitation on providing notice/complaints 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/or provide remedies may be more limited or impossible.

Acting on notice/complaints 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 supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

When notice/complaint is affected by significant time delay, Northland Pioneer College will typically apply the Policy in place at the time of the alleged misconduct and the procedures in place at the time of notice/complaint. Typically, this Policy is only applied to incidents that occurred after August 14, 2020. For incidents that occurred prior to August 14, 2020, previous versions of this Policy will apply. Those versions are available from the Title IX Coordinator.

14. Online Harassment and Misconduct

The policies of Northland Pioneer College are written and interpreted broadly to include online manifestations of any of the behaviors prohibited below, when those behaviors occur in or have an effect on Northland Pioneer College's education program and activities or when they involve the use of Northland Pioneer College networks, technology, or equipment.

Although Northland Pioneer College may not control websites, social media, and other venues through which harassing communications are made, when such communications are reported to Northland Pioneer College, it will engage in a variety of means to address and mitigate the effects.

Members of the community are encouraged to be good digital citizens and to refrain from online misconduct, such as feeding anonymous gossip sites, sharing inappropriate content via Snaps or other social media, unwelcome sexual or sex-based messaging, distributing or threatening to distribute revenge pornography, breaches of privacy, or otherwise using the ease of transmission and/or anonymity of the Internet or other technology to harm another member of Northland Pioneer College community.

Any online posting or other electronic communication by students, including cyber-bullying, cyber-stalking, cyber-harassment, etc., occurring completely outside of Northland Pioneer College's control (e.g., not on Northland Pioneer College networks, websites, or between Northland Pioneer College email accounts) will only be subject to this Policy when such online conduct can be shown to cause a substantial in-program disruption or infringement on the rights of others.

Otherwise, such communications are considered speech protected by the First Amendment. Supportive measures for Complainants will be provided, but protected speech cannot legally be subjected to discipline. Off-campus harassing speech by employees, whether online or in person, may be regulated by Northland Pioneer College only when such speech is made in an employee's official or work-related capacity.

15. Policy on Nondiscrimination

Northland Pioneer College adheres to all federal, state, and local 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,
- Height,
- Weight
- 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, and/or other human/civil rights agencies.

This Policy covers nondiscrimination in both employment and access to educational opportunities. Therefore, any member of the Northland Pioneer College community whose acts deny, deprive, or limit the educational or employment or residential and/or social access, benefits, and/or opportunities of any member of the Northland Pioneer College community, guest, or visitor on the basis of that person’s 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 appropriate grievance process described below.

16. 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, state, and local 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 Northland Pioneer 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 Resources Officer has been designated as Northland Pioneer College's 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 will be addressed using the procedures below. For details relating to disability accommodations in Northland Pioneer College's resolution process, see Procedure 2110.

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, facilities, and activities of Northland Pioneer College.

All accommodations are made on an individualized basis. A student requesting any accommodation should first contact the Accessibility and Inclusion Coordinator, who coordinates services for students with disabilities.

The Accessibility and Inclusion Coordinator reviews documentation provided by the student and, in consultation with the student, determines which accommodations are appropriate for the student's particular needs and academic program(s) in accordance with Northland Pioneer College's applicable policies

b. Employees with Disabilities

Pursuant to the ADA, Northland Pioneer College will provide reasonable accommodation(s) to all qualified employees when they are unable to perform their essential job functions, except when

doing so would be unduly disruptive or would result in undue hardship to Northland Pioneer College.

An employee with a disability is responsible for submitting a request for an accommodation to the ADA/504 Coordinator and providing necessary documentation. The ADA/504 Coordinator 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 in accordance with Northland Pioneer College's applicable policies.

17. Policy on Discriminatory Harassment

Students, staff, administrators, and faculty are entitled to an employment and educational environment that is free of discriminatory harassment. This 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 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 Policy, though supportive measures will be offered to those impacted. All offense definitions encompass actual and/or attempted offenses.

a. Discriminatory Harassment

Discriminatory harassment constitutes a form of discrimination that is prohibited by Northland Pioneer College 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 third-party. Northland Pioneer College will act to remedy all forms of harassment when reported, whether or not the harassment rises to the level of creating a "hostile environment."

A hostile environment is one that unreasonably interferes with, limits, or effectively denies an individual's educational or employment access, benefits, or opportunities.³ This discriminatory effect results from harassing verbal, written, graphic, and/or physical conduct that is severe or pervasive **and** objectively offensive.

³ 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 Northland Pioneer Colleges Investigative Guidance.](#)

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 appropriate grievance process below.

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 and not based on a protected status. Addressing such conduct will not result in the imposition of discipline under Northland Pioneer College Policy, but may be addressed through respectful conversation, remedial actions, education, effective Alternative Resolution, and/or other informal resolution mechanisms.

For assistance with Alternative Resolution and other informal resolution techniques and approaches, employees should contact the Chief Human Resources 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 unique environment of an academic community.

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

Sexual harassment, as an umbrella category, includes the offenses of sexual harassment, sexual assault, domestic violence, dating violence, and stalking, and is defined as:

Conduct on the basis of sex or that is sexual in nature that satisfies one or more of the following:

- 1) Quid Pro Quo:
 - a. an employee of Northland Pioneer College,
 - b. conditions the provision of an aid, benefit, or service of Northland Pioneer College,
 - c. on an individual’s participation in unwelcome sexual conduct; and/or

- 2) Sexual Harassment:
 - a. unwelcome conduct,
 - b. determined by a reasonable person,

- c. to be so severe, and
- d. pervasive, and,
- e. objectively offensive,
- f. that it effectively denies a person equal access to Northland Pioneer College's education program or activity.⁴

3) Sexual assault, defined as:

- Any sexual act directed against another person,
- without the consent of the Complainant,
- including instances in which the Complainant is incapable of giving consent.
- Incest:
 1. Non-forcible sexual intercourse,
 2. between persons who are related to each other,
 3. within the degrees wherein marriage is prohibited by Arizona law.
- Statutory Rape:
 1. Non-forcible sexual intercourse,
 2. with a person who is under the statutory age of consent of eighteen (18).

4) Dating Violence, defined as:

- a. violence,
- b. on the basis of sex,
- c. committed by a person,
- d. who is in or has been in a social relationship of a romantic or intimate nature with the Complainant.
 - i. The existence of such a relationship shall be determined based on the Complainant's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition—
 - ii. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
 - iii. Dating violence does not include acts covered under the definition of domestic violence.

⁴ Unwelcomeness is subjective and determined by the Complainant (except when the Complainant is below the age of consent). Severity, pervasiveness, 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 ("in the shoes of the Complainant"), including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced.

- 5) Domestic Violence*, defined as:
- a. violence,
 - b. on the basis of sex,
 - c. committed by a current or former spouse or intimate partner of the Complainant,
 - d. by a person with whom the Complainant shares a child in common, or
 - e. by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner, or
 - f. by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Arizona, or
 - g. by any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of Arizona.

*To categorize an incident as Domestic Violence under this Policy, the relationship between the Respondent and the Complainant must be more than just two people living together as roommates. The people cohabitating must be current or former spouses or have an intimate relationship.

- 6) Stalking, defined as:
- a. engaging in a course of conduct,
 - b. on the basis of sex,
 - c. directed at a specific person, that
 - i. would cause a reasonable person to fear for the person's safety, or
 - ii. the safety of others; or
 - iii. Suffer substantial emotional distress.
- For the purposes of this definition—
- (i) Course of conduct means two or more acts, including, but not limited to, acts in which the Respondent directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
 - (ii) Reasonable person means a reasonable person under similar circumstances and with similar identities to the Complainant.
 - (iii) Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

EXPECTATIONS REGARDING UNETHICAL 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 or authority. 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 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. However, for the personal protection of members of this community, relationships in which power differentials are inherent (e.g., faculty-student, staff-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 otherwise evaluative role over the other party are inherently problematic. Therefore, persons with direct supervisory or otherwise evaluative responsibilities who are involved in such relationships must bring these relationships to the timely attention of their supervisor and/or the Title IX Coordinator. The existence of this type of relationship will likely result in removing the supervisory or evaluative responsibilities from the employee or shifting a party from being supervised or evaluated by someone with whom they have established a consensual relationship. When an affected relationship existed prior to adoption of this Policy, the duty to notify the appropriate supervisor still pertains.

This type of relationship includes Housing Advisors (HAs) and students over whom the HA has direct responsibility. While no relationships are specifically 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 this Policy, based on the circumstances of the allegation.

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 offense under this Policy. The most serious offenses are likely to result in suspension/expulsion/termination, where warranted.

c. Force, Coercion, Consent, and Incapacitation⁵

⁵ 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.

As used in the offenses above, the following definitions and understandings apply:

Force: Force is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent (e.g., “Have sex with me or I’ll hit you,” which elicits the response, “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 is:

- knowing, and
- voluntary, and
- clear permission
- by word or action
- to engage in sexual activity.

Individuals may perceive and experience the same interaction in different ways. Therefore, 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 and previous patterns that may be evidenced.

Consent in relationships must also be considered in context. When parties consent to BDSM⁶ 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. As stated above, a Respondent violates this Policy if they engage in sexual activity with someone who is incapable of giving consent.

It is a defense to a sexual assault Policy violation that the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated. “Should have known” is an objective, reasonable person standard that assumes that a reasonable person is both sober and exercising sound judgment.

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, and 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.

d. Other Civil Rights Offenses

⁶ Bondage, discipline/dominance, submission/sadism, and masochism.

In addition to the forms of sexual harassment described above, which are covered by Title IX, Northland Pioneer College additionally prohibits the following offenses as forms of discrimination that may be within or outside of Title IX when the act is based upon the Complainant's actual or perceived membership in a protected class.

Sexual Exploitation, defined as: an individual taking 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 harassment under this Policy. Examples of Sexual Exploitation include, but are not limited to:

- Sexual voyeurism (such as observing or allowing others to observe a person undressing or 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
 - Prostituting another person
 - 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 virus, disease, or infection
 - Causing or attempting to cause the incapacitation of another person (through alcohol, drugs, or any other means) for the purpose of compromising that person's ability to give consent to sexual activity, or for the purpose of making that person vulnerable to non-consensual sexual activity
 - Misappropriation of another person's identity on apps, websites, or other venues designed for dating or sexual connections
 - Forcing a person to take an action against that person's will by threatening to show, post, or share information, video, audio, or an image that depicts the person's nudity or sexual activity
 - Knowingly soliciting a minor for sexual activity
 - Engaging in sex trafficking
 - Knowing creation, possession, or dissemination of child pornography
- Threatening or causing physical harm; extreme verbal, emotional, or psychological 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, including disparate treatment;

- 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 the Northland Pioneer College community, when related to the admission, initiation, pledging, 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 and/or mentally
 - That is not speech or conduct otherwise protected by the First Amendment.

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 limitation or denial of employment or educational access, benefits, or opportunities.

Sanctions for the above-listed Civil Rights Offenses range from reprimand through expulsion/termination.

18. Retaliation

Protected activity under this Policy includes reporting an incident that may implicate this policy, participating in the grievance process, supporting a Complainant or Respondent, assisting in providing information relevant to an investigation, and/or acting in good faith to oppose conduct that constitutes a violation of this Policy.

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

Northland Pioneer College and any member of Northland Pioneer College's community are prohibited from taking or attempting to take materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or Policy, or because the individual has made a report or

complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy and procedure.

Filing a complaint within Process B could be considered retaliatory if those charges could be applicable under Process A, when the Process B charges are made for the purpose of interfering with or circumventing any right or privilege provided afforded within Process A that is not provided by Process B. Therefore, Northland Pioneer College vets all complaints carefully to ensure this does not happen, and to ensure that complaints are routed to the appropriate process.

The exercise of rights protected under the First Amendment does not constitute retaliation.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this Policy and procedure does not constitute retaliation, provided that the determination of responsibility, by itself, is not sufficient to conclude that any party has made a materially false statement in bad faith.

19. Mandated Reporting

All Northland Pioneer College employees (faculty, staff, administrators) are expected to report actual or suspected discrimination, harassment, and/or retaliation to appropriate officials immediately, although 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 in a way that identifies the parties. They may offer options and resources without any obligation to inform an outside agency or campus official unless a Complainant has requested the information be shared.

If a Complainant expects formal action in response to their allegations, reporting to any Mandated Reporter can connect them with resources to report crimes and/or Policy violations, and these employees will immediately pass reports to the Title IX Coordinator (and/or police, if desired by the Complainant), who will take action when an incident is reported to them.

The following sections describe the reporting options at Northland Pioneer College for a Complainant or third-party (including parents/guardians when appropriate):

a. Confidential Resources

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 when acting under the scope of their licensure, professional ethics, professional credentials, or official designation, except in extreme cases of immediacy of threat or danger or abuse of a minor/elder/individual with a disability, or when required to disclose by law or court order.

Northland Pioneer College employees who are confidential will timely submit anonymous statistical information for Clery Act purposes unless they believe it would be harmful to their client, patient, or parishioner.

b. Anonymous Notice to Mandated Reporters

At the request of a Complainant, notice may be given by a Mandated Reporter to the Title IX Coordinator anonymously, without identification of the Complainant. The Mandated Reporter cannot remain anonymous themselves.

If a Complainant has requested that a Mandated Reporter maintain the Complainant’s anonymity, the Mandated Reporter may do so unless it is reasonable to believe that a compelling threat to health or safety could exist. The Mandated Reporter can consult with the Title IX Coordinator on that assessment without revealing personally identifiable information.

Anonymous notice will be investigated by Northland Pioneer College to the extent possible, both to assess the underlying allegation(s) and to determine if supportive measures or remedies can be provided.

However, anonymous notice typically limits Northland Pioneer College’s ability to investigate, respond, and provide remedies, depending on what information is shared.

When a Complainant has made a request for anonymity, the Complainant’s personally identifiable information may be withheld by a Mandated Reporter, but all other details must be shared with the Title IX Coordinator. Mandated reporters may not be able to maintain requests for anonymity for Complainants who are minors, elderly, and/or disabled, depending on state reporting of abuse requirements.

c. Mandated Reporters and Formal Notice/Complaints

All employees of Northland Pioneer College (including student employees), with the exception of those who are designated as Confidential Resources, are Mandated Reporters and must promptly share with the Title IX Coordinator all known details of a report made to them in the course of their employment.

Employees must also promptly share all details of behaviors under this Policy that they observe or have knowledge of, even if not reported to them by a Complainant or third-party.

Complainants may want to carefully consider whether they share personally identifiable details with non-confidential Mandated Reporters, as those details must be shared with the Title IX Coordinator.

Generally, disclosures in climate surveys, classroom writing assignments or discussions, human subjects research, or at 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 desire a report to be made or a seek a specific response from Northland Pioneer College.

Supportive measures may be offered as the result of such disclosures without formal Northland Pioneer College action.

Failure of a Mandated Reporter, as described above in this section, to report an incident of 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.

Though this may seem obvious, when a Mandated Reporter is engaged in harassment or other violations of this Policy, they still have a duty to report their own misconduct, though Northland Pioneer College is technically not on notice simply because a harasser is also a Mandated Reporter unless the harasser does in fact report themselves.

Finally, it is important to clarify that a Mandated Reporter who is themselves a target of harassment or other misconduct under this Policy is not required to report their own experience, though they are, of course, encouraged to do so.

20. 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, and/or does not want a formal complaint 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 state or federal law.

The Title IX Coordinator has ultimate discretion over whether Northland Pioneer College proceeds when the Complainant does not wish to do so, and the Title IX Coordinator may sign a formal complaint to initiate a grievance process, usually upon completion of an appropriate violence risk assessment.

The Title IX Coordinator's decision should be based on results of the violence risk assessment that show a compelling risk to health and/or safety that requires Northland Pioneer College to pursue formal action to protect the community.

A compelling risk to health and/or safety may result from evidence of patterns of misconduct, predatory conduct, threats, abuse of minors, use of weapons, and/or violence. Northland Pioneer Colleges may be compelled to act on alleged employee misconduct irrespective of a Complainant's wishes.

The Title IX Coordinator must also consider the effect that non-participation by the Complainant may have on the availability of evidence and Northland Pioneer College's ability to pursue a Formal Grievance Process fairly and effectively.

When the Title IX Coordinator executes the written complaint, they do not become the Complainant. The Complainant is the individual who is alleged to be the victim of conduct that could constitute a violation of this Policy.

When Northland Pioneer College proceeds, the Complainant (and/or their Advisor) may have as much or as little involvement in the process as they wish. The Complainant retains all rights of a Complainant under this Policy irrespective of their level of participation. Typically, when the Complainant chooses not to participate, the Advisor may be appointed as proxy for the Complainant throughout the process, acting to ensure and protect the rights of the Complainant, though this does not extend to the provision of evidence or testimony.

Note that Northland Pioneer College's ability to remedy and respond to notice may be limited if the Complainant does not want Northland Pioneer College to proceed with an investigation and/or grievance process. The goal is to provide the Complainant with as much control over the process as possible, while balancing Northland Pioneer College's obligation to protect its community.

In cases in which the Complainant requests confidentiality/no formal action and the circumstances allow Northland Pioneer College to honor that request, Northland Pioneer College may offer informal resolution options (see Procedure 2110), supportive measures, 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 if they decide to pursue a formal complaint at a later date. Upon making a formal complaint, 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. Please consider that delays may cause limitations on access to evidence, or present issues with respect to the status of the parties.

21. Federal Timely Warning Obligations

Parties reporting sexual assault, domestic violence, dating violence, and/or stalking should be aware that under the Clery Act, Northland Pioneer College must issue timely warnings for reported incidents 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.

22. False Allegations and Evidence

Deliberately false and/or malicious accusations under this Policy, are a serious offense and will be subject to appropriate disciplinary action. This does not include allegations that are made in good faith, but are ultimately shown to be erroneous or do not result in a policy violation determination.

Additionally, witnesses and parties knowingly providing false evidence, tampering with or destroying evidence or deliberately misleading an official conducting an investigation can be subject to discipline under appropriate Northland Pioneer College policies.

23. Amnesty for Complainants and Witnesses

Northland Pioneer College community encourages the reporting of misconduct and crimes by Complainants 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. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of Northland Pioneer College community that Complainants choose to report misconduct to Northland Pioneer College officials, that witnesses come forward to share what they know, and that all parties be forthcoming during the process.

To encourage reporting and participation in the process, Northland Pioneer College maintains a Policy of offering parties 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. The decision not to offer amnesty is based on neither sex nor gender, but on the fact that collateral misconduct is typically addressed for all students within a progressive discipline system, and the rationale for amnesty – the incentive to report serious misconduct – is rarely applicable to Respondent with respect to a Complainant.

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 or using marijuana might hesitate to help take an individual who has experienced sexual assault to Campus Security).

Northland Pioneer College maintains a Policy of amnesty for students who offer help to others in need. Although Policy violations cannot be overlooked, Northland Pioneer College may provide purely educational options with no official disciplinary finding, rather than punitive sanctions, 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.

Northland Pioneer College may, at its discretion, offer employee Complainants amnesty from such Policy violations (typically more minor Policy violations) related to the incident. Amnesty may also be granted to Respondents and witnesses on a case-by-case basis.

24. 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 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-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 shared with the Clery Administrator 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.

Campus Security Authorities include: student affairs/student conduct staff, campus security, local police, coaches, housing staff, student activities staff, human resources staff, advisors to student organizations, and any other official with significant responsibility for student and campus activities.

25. Preservation of Evidence

The preservation of evidence in incidents of sexual assault is critical to potential criminal prosecution and to obtaining restraining orders, and is particularly time-sensitive. The Recipient will inform the Complainant of the importance of preserving evidence by taking the following actions:

1. Seek forensic medical assistance at the local hospital, ideally within 120 hours of the incident (sooner is better).
2. Avoid showering, bathing, washing hands or face, or douching, if possible, but evidence may still be collected even if you do.
3. Try not to urinate.
4. If oral sexual contact took place, refrain from smoking, eating, drinking, or brushing teeth.
5. If clothes are changed, place soiled clothes in a paper bag (plastic destroys evidence) or secure evidence container from local police station.
6. Seeking medical treatment can be essential even if it is not for the purposes of collecting forensic evidence.

During the initial meeting between the Complainant and the Title IX Coordinator, the importance of taking these actions will be reiterated, if timely.

Policy 1431 Hazing Prevention

NPC seeks to promote a safe learning environment. Hazing is antithetical to that goal. Hazing by organizations, groups or individuals is strictly prohibited at NPC. All students, faculty, and staff shall take reasonable measures within the scope of their individual authority to prevent violations of the Hazing Prevention Procedure, including reporting incidents of hazing when they occur.

I. Definitions

"Hazing" means any intentional, knowing or reckless act committed by a student, faculty, or staff whether individually or in concert with other persons, against another student, and in which both of the following apply:

- The act was committed in connection with an initiation into, an affiliation with or the maintenance of membership in any organization that is affiliated with an educational institution.
- The act contributes to a substantial risk of potential physical injury, mental harm or degradation or causes physical injury, mental harm or personal degradation.

A partial list of examples of hazing includes:

- paddling in any form
- physical or psychological shocks
- late work sessions that interfere with scholastic activities
- advocating or promoting alcohol or substance abuse
- tests of endurance
- submission of members or prospective members to potentially dangerous or hazardous circumstances or activities which have a foreseeable potential for resulting in personal injury
- any activity which by its nature may have the potential to cause mental distress, panic, human degradation, or embarrassment.

2. **"Organization"** means an athletic team, association, order, society, corps, cooperative, club or other similar group that is affiliated with an educational institution and whose membership consists primarily of students enrolled at that educational institution.

3. **"Student"** means, for purposes of this procedure, any person who is enrolled at NPC, any person who has been accepted for enrollment at NPC or any person who intends to enroll at NPC within the next twelve (12) calendar months. A person who meets the definition of a student for purposes of this paragraph shall continue to be defined as a student for purposes of this procedure until the person graduates, transfers, or withdraws from NPC.

II. Prohibited Conduct

- Hazing is prohibited at NPC.
- Any solicitation to engage in hazing is prohibited.
- Aiding and abetting another person who is engaged in hazing is prohibited.
- It is not a defense to a violation of the hazing prevention procedure if the hazing victim consented to or acquiesced in the hazing activity.
- All students, faculty and staff shall take reasonable measures within the scope of their individual authority to prevent violations of the hazing prevention procedure.

III. Complaints and Reports

Duty to Report.

Any employee or student who witnesses, becomes aware of, or is the victim of hazing shall immediately report the incident to the Director of Student Services (DofSS). If an employee is involved or a victim of hazing the employee should report the incident to their direct supervisor or Chief Human Resource Officer(CHRO). If the DofSS is unavailable, a report to the DofSS would involve a conflict of interest, or the DofSS is the accused the employee or student shall report the hazing to the Vice President for Learning and Student Services. Report directly to the CHRO or DofSS:

Employees involved in or victim of hazing:

Name: ~~Peggy Belknap~~ Bob Ficken

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) 524-7471

Email: ~~peggy.belknap@npc.edu~~ bob.ficken@npc.edu

Student involved in or victim of hazing:

Name: Josh Rogers

Title IX Deputy Coordinator - Students

Office of Student Services

Student Center, Room 109, Silver Creek Campus, Snowflake
(928) 536-6227

Email: joshua.rogers@npc.edu

Such a report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office address listed above.

Report online, using the reporting form posted at: www.npc.edu/report-it

- **Investigation.**

All complaints or reports of hazing shall be promptly and thoroughly investigated. To the extent possible, a hazing complaint will be treated as confidential; however, the College has a responsibility to all employees and students to investigate hazing charges, which may include interviewing the offenders and any possible witnesses. If the hazing incident that has been reported falls under the definition of Sexual Harassment as defined in our Equal Opportunity, Harassment, and Nondiscrimination Policy ([Policy 1102](#)), the Title IX Coordinator will follow the procedure as outlined in [Procedure 2110, Process A, Section 14](#). If not, or if no formal complaint is filed under Process A, The Director of Student Services will follow the procedure as outlined in [Procedure 2110, Process B, Section 6](#). Both Process A and Process B include an appeals process.

- **Sanctions.**

Violations of this procedure shall be considered a grave violation of the [Student Conduct Code](#) (Procedure 2625) and will subject a student to discipline up to and including dismissal. Any employee who knowingly permitted, authorized or condoned the hazing activity in violation of this Procedure shall be considered cause for discipline up to and including dismissal. In addition to these consequences, an Organization as defined in this Procedure may be disciplined by the revocation or suspension of an organization's permission to conduct operations at NPC if the organization knowingly permitted, authorized or condoned the hazing activity. Other sanctions against an Organization may include:

- loss of campus privileges for the student organization.
- restitution for damages that may have resulted from the incident.
- a statement of warning.
- a probationary period.

Reinstatement of the Organization may be conditioned on compliance with any of the foregoing or any other reasonable conditions imposed by NPC. An Organization shall be afforded a pre-suspension hearing before the President or his designee to afford it an opportunity to rebut the allegations against it. Any substantiated hazing activity that involves a violation of criminal law by any person shall be reported to local law enforcement personnel.

IV. Retaliation

Students and employees are prohibited from retaliation, intimidation, threats, coercion or other discrimination against any individual for exercising that individual's rights or responsibilities under this procedure. Any such acts of retaliation should be reported to the Director of Student Services in the case of students or to the Chief Human Resource Officer in the case of employees.

V. Intention

This Procedure is not intended to prohibit:

- Customary athletic events, contests or competitions that are sponsored by an educational institution.
- Any activity or conduct that furthers the goals of a legitimate educational curriculum, a legitimate extracurricular program or a legitimate military training program.

(New 11/17/2020)

Policy 1810 Academic Freedom

Northland Pioneer College recognizes that its faculty members are entitled to:

- Freedom in the classroom to discuss and teach their subject(s) in accordance with College-approved curriculum and the Policies and Procedures of the College. Faculty using relevant materials and/or examples of their particular discipline which may include materials or examples considered controversial by others (students, other faculty, or community members) may do so without being threatened by institutional censorship or discipline.
- Freedom in research and in the publication of its results, being individually responsible and accountable for its rigor and accuracy.
- Freedom to speak as private citizens outside instructional settings while making every effort to indicate that their utterances are personal opinion and do not represent Northland Pioneer College.

The College further recognizes that, in the case of faculty, it must provide an environment where the rights of academic freedom described in this Policy are ensured.

Faculty members recognize that free expression is essential to the mission of higher education, and that with freedom comes responsibility. The faculty encourages civil discourse, reasoned thought, sustained discussion and constructive engagement free from behaviors which degrade, abuse, harass, or deny others the opportunity to be heard.

(Approved 9/18/07; Reviewed only 2/20/18)

Policy 1805 Instructional Program

The college is a comprehensive community college. ~~#Northland Pioneer College offers will offer~~ educational programs for career preparation, transfer to four-year colleges and universities, developmental studies, and a range of extended services to meet the life-long learning needs of its citizens. It is the policy of the college's instructional programs to strive to adhere to the Guiding Principles as established by the District Governing Board and those of any accreditation bodies with which it is formally associated.

(Revised 3/10/98; Reviewed only 2/20/18)



INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE COUNTY OF NAVAJO,

AND THE

NORTHLAND PIONEER COMMUNITY COLLEGE DIST.

FOR THE PROVISION OF ELECTION SERVICES

THIS AGREEMENT is entered into _____, 2021, between the COUNTY OF NAVAJO (the "COUNTY"), acting by and through its duly elected governing body, the NAVAJO COUNTY BOARD OF SUPERVISORS (the "BOS"), and the NORTHLAND PIONEER COMMUNITY COLLEGE DIST., acting and through its duly elected governing body.

I. RECITALS

1. The **COUNTY** owns and operates voting and ballot tabulating equipment and employs certified Election Officials.
2. The **SPECIAL DISTRICT** seeks to participate in consolidated elections and pursuant to Arizona Revised Statutes §16-205(C), the **SPECIAL DISTRICT** and **COUNTY** wish to enter into this Agreement.
3. The **RECORDER** is required by Arizona Revised Statutes §16-172 to enter into this Agreement if the **SPECIAL DISTRICT** requests the use of the County registration rolls to conduct an election, and, by signature below, has resolved to enter into this Agreement.
4. The **SPECIAL DISTRICT** is required by Arizona Revised Statutes §16-172 to enter into this Agreement if the **SPECIAL DISTRICT** requests the use of the County Recorder registration rolls to conduct an elections, and has, by proper **SPECIAL DISTRICT** board action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the **SPECIAL DISTRICT**.
5. The **COUNTY** is empowered by Arizona Revised Statutes §11-251 and §11-952 to enter into this Agreement and has by appropriate Board action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the **COUNTY**.
6. The **SPECIAL DISTRICT** is empowered to enter into this Agreement, and has, by proper board action, authorized the undersigned to execute the Agreement on behalf of the **SPECIAL DISTRICT**.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The **COUNTY** will:

- a. Make available to the **SPECIAL DISTRICT** support services, materials and supplies, including but not limited to: ballots, voting equipment, precinct supplies, precinct personnel, precinct signature rosters, counting center personnel, early board processing personnel, and such other election materials, supplies and personnel as may be required for the conduct of the election as prescribed by law.
 - b. Provide to the **SPECIAL DISTRICT** a list of polling locations and a list of poll workers for approval by the **SPECIAL DISTRICT** board.
 - c. Conduct logic and accuracy tests as required by law and publish all legal notices in connection therewith.
 - d. Perform tabulation, prepare unofficial election results and transmit to the **SPECIAL DISTRICT**, or designee.
 - e. Provide Election Department personnel necessary to effectively administer an election.
 - f. At all times comply with the laws and regulations regarding the conduct of elections.
 - g. Upon completion of the election, present to the **SPECIAL DISTRICT** a detailed, itemized statement of charges incurred as a result of the election.
2. The **RECORDER** will
- a. Ensure that the **COUNTY** registration rolls necessary for the **SPECIAL DISTRICT** to conduct an election be provided to the **SPECIAL DISTRICT** at least forty-five (45) days in advance of such election, with supplementation of the rolls provided at least once, as soon as possible after the twenty-ninth (29th) day preceding the election, and with further supplementation as may be necessary to conduct early voting or, with further supplementation as necessary, to conduct an all-mail ballot election, in the event such an election is authorized by the **SPECIAL DISTRICT**.
 - b. Ensure that an electronic data compilation, such as a computer tape, of the registration rolls be provided to the **SPECIAL DISTRICT** within ten (10) days of a request by the **SPECIAL DISTRICT**, for use by the **SPECIAL DISTRICT** to prepare mailing labels or for such other election purposes as the **SPECIAL DISTRICT** may require.
 - c. Handle all early balloting for the **SPECIAL DISTRICT**, including early voting requests, early ballot mailers, on-site early voting, signature verification and other early voting supplies and services that may be necessary.
 - d. Ensure that the charges for reimbursement of expenses by the **SPECIAL DISTRICT** is no more than the actual cost incurred in preparing the necessary list, electronic data compilations or early voting supplies and services. Actual additional costs will include, but are not limited to: supplies, staff and personnel time as well as any machine time or other electronic data process time.

- e. Provide **SPECIAL DISTRICT** personnel necessary to effectively administer early voting and other related services.
 - f. Assist the **SPECIAL DISTRICT** in providing necessary modification of precinct data as it relates to **SPECIAL DISTRICT** -only elections or following a **SPECIAL DISTRICT** annexation.
3. The **SPECIAL DISTRICT** will:
- a. Create, translate, print and mail all publicity pamphlets.
 - b. Publish all legal notices in connection with a **SPECIAL DISTRICT** election with the exception of the logic and accuracy testing notification(s) as described in section 1(c) of this Agreement.
 - c. At all times comply with the laws and regulations regarding the conduct of elections.
 - d. Provide the County Elections Office with the names of any Write-in Candidates as prescribed by law.
 - e. Reimburse the **COUNTY** for all charges for election materials, supplies, equipment and personnel required in direct support of the **SPECIAL DISTRICT** election and clearly outlined in the detailed, itemized statement of charges within sixty (60) days of submittal to the **SPECIAL DISTRICT** of the reimbursement request by the **COUNTY**. The **SPECIAL DISTRICT** shall establish and maintain a budget covering the payment of all such charges.
 - f. Reimburse the **COUNTY** for the actual additional costs incurred by the **COUNTY** in the preparation of any lists, electronic data compilations or early voting supplies and services under this agreement within sixty (60) days of submittal to the **CITY/TOWN** of a reimbursement request by the **COUNTY**.

III. DURATION OF AGREEMENT

- 1. This Agreement is for a term of four (4) years effective **January 1, 2021** and terminating on **January 1, 2025** and can be terminated at any time by any party, with or without cause, a written notice is provided to the other parties 150 in advance. Upon termination of this Agreement, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

IV. MISCELLANEOUS PROVISIONS

- 1. This Agreement may be canceled in accordance with the provisions Arizona Revised Statutes §38-511, regarding Conflicts of Interest.
- 2. The **COUNTY** as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, and the **RECORDER**, engaged in the performance of its mandatory statutory duties, and the **SPECIAL DISTRICT**, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, all avow to the other that each has obtained and has in full force and effect a public entity liability policy relating to the faithful performance of duty.

3. The provisions of the Records and Disposition Schedule promulgated by the Arizona State Library, Department of Library, Archives and Public Records, as it may from time to time be amended, shall be applicable to all public documents generated in the course of this Agreement.
4. If the parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this Agreement.
5. All notices or demands upon any party to this Agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

**Navajo County Elections
 Division
 P.O. Box 668
 100 E. Code Talkers Dr.
 Holbrook, AZ 86025**

Northland Pioneer Community
 College Dist.
 PO Box 610
 Holbrook, AZ 86025 _____

6. The **SPECIAL DISTRICT** is responsible for all liability, damages or expenses involved in defending challenges to the **SPECIAL DISTRICT** election arising out of the actions of the **SPECIAL DISTRICT** and its officials, employees and agents.
7. E-verify requirements. To the extent applicable under Arizona Revised Statute §41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised Statutes §23-214(A). The parity's breach of the above mentioned warranty shall be deemed a material breach of the Agreement and the non-breeching party may terminate the Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year blow written.

NAVAJO COUNTY BOARD OF SUPERVISORS

NORTHLAND PIONEER COMMUNITY COLLEGE DIST.

Daryl Seymore, Chairperson

Special Dist. Representative

This ____ day of _____, 2021

This ____ day of _____, 2021

Attest:

Attest:

Melissa W. Buckley, Clerk of the Board

Special Dist.

Pursuant to Arizona Revised Statutes §11-952, the foregoing Agreement has been submitted to the undersigned counsel who has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Navajo.

Navajo County Attorney

Northland Pioneer Community College Dist.
Attorney

[Handwritten Signature]

Dated

2/5/21

Dated

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NORTHLAND PIONEER COLLEGE COMMUNITY COLLEGE DISTRICT
AND
WINSLOW UNIFIED SCHOOL DISTRICT NO. 1**

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

BACKGROUND

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

Dr. Jeanne Swarthout, President
Northland Pioneer College
P.O. Box 610
Holbrook, AZ 86025

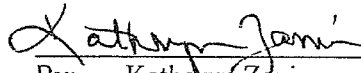
If to School District:

Kathryn Zanin, Superintendent
Winslow Unified School District No. 1
P O Box 580
Winslow, AZ 86047

COLLEGE

SCHOOL DISTRICT

By: Dr. Jeanne Swarthout
Title: President



By: Kathryn Zanin
Title: Superintendent

Date

1.11.21

Date

REVIEWED AND APPROVED AS TO FORM

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

Kristin Mackin
By: Kristin Mackin
Title:
Counsel for Navajo County Community
College District
Dated: 2/5/2021

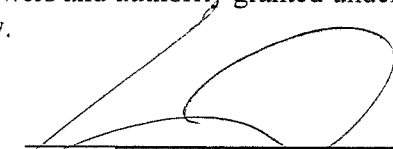

By: James E. Ledbetter
Title:
Counsel for School District
Dated: 1/13/2021

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.

LCC	WCO	ENL101	76	61190	COLLEGE COMPOSITION I	JACOBSEN,	3.00
LCC	WCO	ENL102	10	71221	COLLEGE COMPOSITION II	JACOBSEN,	3.00
LCC	WCO	MAT152	72	61607	ADVANCED ALGEBRA	LARSON, BR	3.00
LCC	WCO	MAT189	66	71690	PRECALCULUS ALGEBRA-TRI	LARSON, BR	3.00

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)

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

_____ N/A _____

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$ 1,576,500

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-

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

This First Amendment is entered by and between Navajo County Community College District (dba Northland Pioneer College; "College"), and Show Low Unified School District No. 10 ("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), § 15-1444(B)(4), and § 15-1821.01.

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

WHEREAS, due to a reduction of funds for Dual Enrollment Instructors after the Dual Enrollment IGA was signed, the College has amended its Payment to the School District for the programs and School District desires to incorporate those changes into the Dual Enrollment IGA;

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

1. Financial Provisions. Exhibit B, Paragraph 2, "Payments to the School District", is deleted and amended as follows:

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Zero Dollars (\$ 0) per credit hour for each properly enrolled student, capped at N/A Dollars (\$ N/A) per credit hour for each course. (*Indicate 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.

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

3. 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.

4. Effective date. The Effective Date of this Amendment shall be November 1, 2020.

IN WITNESS HEREOF, the Parties sign this Agreement:

COLLEGE

SCHOOL DISTRICT

_____ By: Dr. Jeanne Swarthout

_____ By: Shad Housley,

Title: President

Title: Superintendent

_____ Date

1/20/2021 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 Haski 1/29/21

Legal Counsel for College Dated

By: _____

Legal Counsel for School District Dated

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
ST. JOHNS UNIFIED SCHOOL DISTRICT NO. 1**

This First Amendment is entered by and between Navajo County Community College District (dba Northland Pioneer College; "College"), and St. Johns Unified School District No. 1("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), § 15-1444(B)(4), and § 15-1821.01.

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

WHEREAS, due to a reduction of funds for Dual Enrollment Instructors after the Dual Enrollment IGA was signed, the College has amended its Payment to the School District for the programs and School District desires to incorporate those changes into the Dual Enrollment IGA;

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

1. Financial Provisions. Exhibit B, Paragraph 2, "Payments to the School District", is deleted and amended as follows:

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Zero Dollars (\$ 0) per credit hour for each properly enrolled student, capped at N/A Dollars (\$ N/A) per credit hour for each course. (*Indicate 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.

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

3. 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.

4. Effective date. The Effective Date of this Amendment shall be November 1, 2020.

IN WITNESS HEREOF, the Parties sign this Agreement:

COLLEGE

SCHOOL DISTRICT

Dr. Jeanne Swarthout

By:



Ed Burgoyne,

By:

Title: President

Title: Superintendent

Date

1/25/2021

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 Hacki 2/5/2021

Legal Counsel for College Dated

By: Alta R. H... 1/22/2021

Legal Counsel for School District Dated

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

This First Amendment is entered by and between Navajo County Community College District (dba Northland Pioneer College; "College"), and Winslow Unified School District No. 1 ("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), § 15-1444(B)(4), and § 15-1821.01.

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

WHEREAS, due to a reduction of funds for Dual Enrollment Instructors after the Dual Enrollment IGA was signed, the College has amended its Payment to the School District for the programs and School District desires to incorporate those changes into the Dual Enrollment IGA;

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

1. Financial Provisions. Exhibit B, Paragraph 2, "Payments to the School District", is deleted and amended as follows:

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Zero Dollars (\$ 0) per credit hour for each properly enrolled student, capped at N/A Dollars (\$ N/A) per credit hour for each course. (*Indicate 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.

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

3. 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.

4. Effective date. The Effective Date of this Amendment shall be November 1, 2020.

IN WITNESS HEREOF, the Parties sign this Agreement:

COLLEGE

SCHOOL DISTRICT

_____ By: Kathryn Zamin _____ By:
Dr. Jeanne Swarthout Kathryn Zamin,

Title: President

Title: Superintendent

_____ Date 1.11.21 _____ 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 Haski 2/5/2021

Legal Counsel for College Dated

By: _____

Legal Counsel for School District Dated

Summary of Coronavirus Aid, Relief, and Economic Security Act (CARES) Funding & Spending

Summary:

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was initially adopted on March 27, 2020, which additional funding provided over the last year. Part of this economic aid was allocated to higher education, and it became known as the Higher Education Emergency Relief Fund (HEERF). Funding is provided to higher education institutions using a weighted formula based on enrollment. The period when the funding can be used has been extended several times but now covers March 2020 to January 2022.

The funding received under CARES was used primarily to assist students who were facing disruptions and financial challenges related to the coronavirus. The funding was also used to support students in other ways, e.g. technology. The spending listed below covers actual amounts spent and amounts planned.

	Funding
CARES Act I	\$ 321,569
CARES Act II	\$ 321,569
CARES Act III	\$ 84,085
	\$ 727,223

	Spending	Actual	Planned
Student Scholarships	\$ 321,569	\$ 242,804	\$ 78,765
Technology for Students	\$ 50,000	\$ -	\$ 50,000
Support Services for Students	\$ 109,063	\$ 18,166	\$ 90,897
Safety	\$ 173,902	\$ 173,902	\$ -
Operations	\$ 72,689	\$ -	\$ 72,689
	\$ 727,223	\$ 434,872	\$ 292,351



Adoption of the Fiscal Year 2019-20 Expenditure Limitation Report

Recommendation:

Approve adoption of the audited Expenditure Limitation Report for fiscal year 2019-20.

Summary:

In 1980, Arizona voters approved Arizona Constitution, Article IX, §20, prescribing an expenditure limitation for political subdivisions. The expenditure limitation's purpose initially was intended to control expenditures of local revenues and limit future increases in spending to adjustments for inflation and population growth. For the College, the population growth is student enrollment known as Full Time Student Equivalents (FTSE).

The Constitution required the Economic Estimates Commission (Commission) to establish a base limit from actual expenditures of "local" revenues for fiscal year 1980. Each year, the Commission calculates the constitutional expenditure limitation based on a complex formula accounting for inflation and estimated FTSE.

The annual budgeted expenditure limitation report (ABELR) is presented as prescribed by the uniform expenditure reporting system (UERS), as required by Arizona Revised Statutes (A.R.S.) §41-1279.07. The ABELR excludes expenditures of certain revenues specified in the Arizona Constitution, Article IX, §21, and A.R.S. §§15-792.03, 15-795.01, 15-1444, and 15-1472, as applicable, from the total budgeted expenditures.

The information reported in both the ABELR and the financial statements is derived from the same underlying accounting data. However, the formats of the ABELR and the financial statements differ. The ABELR presents budgeted expenditures, exclusions, and amounts subject to the limitation by fund type as required by A.R.S. §41-1279.07. The financial statements present the net position, changes in net position, and cash flows in accordance with U.S. Generally Accepted Accounting Principles (GAAP).



Navajo County Community College District (Northland Pioneer College)

Annual Budgeted Expenditure
Limitation Report

Year Ended June 30, 2020

A Report to the Arizona Legislature

Lindsey A. Perry
Auditor General



The Arizona Office of the Auditor General's mission is to provide independent and impartial information and specific recommendations to improve the operations of State and local government entities. To this end, the Office provides financial audits and accounting services to the State and political subdivisions, investigates possible misuse of public monies, and conducts performance audits and special reviews of school districts, State agencies, and the programs they administer.

The Joint Legislative Audit Committee

Senator **Nancy Barto**, Chair
Senator **Rosanna Gabaldon**
Senator **David Livingston**
Senator **Juan Mendez**
Senator **Kelly Townsend**
Senator **Karen Fann** (ex officio)

Representative **Joanne Osborne**, Vice Chair
Representative **Timothy M. Dunn**
Representative **Steve Kaiser**
Representative **Jennifer Longdon**
Representative **Pamela Powers Hannley**
Representative **Rusty Bowers** (ex officio)

Audit Staff

Donna Miller, Director
David Glennon, Manager

Contact Information

Arizona Office of the Auditor General
2910 N. 44th St., Ste. 410
Phoenix, AZ 85018-7271

(602) 553-0333

contact@azauditor.gov

www.azauditor.gov



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LINDSEY A. PERRY
AUDITOR GENERAL

ARIZONA
AUDITOR GENERAL

MELANIE M. CHESNEY
DEPUTY AUDITOR GENERAL

Independent accountants' report

Members of the Arizona State Legislature

The Governing Board of
Navajo County Community College District

We have examined the accompanying Annual Budgeted Expenditure Limitation Report of Navajo County Community College District for the year ended June 30, 2020, and the related notes to the report. The District's management is responsible for presenting this report in accordance with the Uniform Expenditure Reporting System as described in Note 1. Our responsibility is to express an opinion on this report based on our examination.

We conducted our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether this report is presented in accordance with the Uniform Expenditure Reporting System in all material respects. An examination involves performing procedures to obtain evidence about the amounts and disclosures in the report. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of the report, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

In our opinion, the Annual Budgeted Expenditure Limitation Report referred to above is presented in accordance with the Uniform Expenditure Reporting System as described in Note 1 in all material respects.

Donna Miller, CPA
Director, Financial Audit Division

January 22, 2021

**Navajo County Community College District
(Northland Pioneer College)
Annual Budgeted Expenditure Limitation Report—Part I
Year ended June 30, 2020**

1. Economic Estimates Commission expenditure limitation	\$14,732,390
2. Total amount subject to the limitation (from Part II, Line C)	<u>14,732,390</u>
3. Amount under the expenditure limitation	<u>\$ 0</u>

I hereby certify, to the best of my knowledge and belief, that the information contained in this report is accurate and in accordance with the requirements of the Uniform Expenditure Reporting System.

Signature of chief fiscal officer: 

Name and title: Maderia Ellison, Vice President for Administrative Services/Chief Financial Officer

Telephone number: (928) 532-6743 Date: January 22, 2021

See accompanying notes to report.

**Navajo County Community College District
(Northland Pioneer College)
Annual Budgeted Expenditure Limitation Report—Part II
Year ended June 30, 2020**

Description	Current funds			Plant funds	
	Unrestricted		Restricted	Unexpended	Total
	General	Auxiliary enterprises			
A. Total budgeted expenditures	\$ 22,836,076	\$ 230,755	\$ 5,311,346	\$ 1,557,399	\$ 29,935,576
B. Less exclusions claimed:					
Dividends, interest, and gains on the sale or redemption of investment securities	1,177,322		16,354	23,279	1,216,955
Grants, aid, or contributions from the federal government, the State of Arizona, other political subdivisions, tribal governments, or special taxing districts (Note 2)	13,329		4,295,611	339,500	4,648,440
Grants, aid, contributions, or gifts from a private agency, organization, or individual, except amounts received in lieu of taxes			444,916		444,916
Amounts accumulated for the purchase of land, and the purchase or construction of buildings or improvements (Note 3)				304,098	304,098
Contracts with other political subdivisions or tribal governments (Note 2)	2,628,612		14,157		2,642,769
Tuition and fees (Note 4)	4,882,664	70,398			4,953,062
Refunds, reimbursements, and other recoveries (Note 5)	13,389				13,389
Amounts earned through research and entrepreneurial activities (Note 6)	205,360	8,823	7,014		221,197
Amounts received from the State of Arizona for workforce development in accordance with A.R.S. §15-1472			533,294		533,294
Prior years carryforward (Note 7)	225,066				225,066
Total exclusions claimed	<u>9,145,742</u>	<u>79,221</u>	<u>5,311,346</u>	<u>666,877</u>	<u>15,203,186</u>
C. Amounts subject to the expenditure limitation	<u>\$ 13,690,334</u>	<u>\$ 151,534</u>	<u>\$ -</u>	<u>\$ 890,522</u>	<u>\$ 14,732,390</u>

See accompanying notes to report.

**Navajo County Community College District
(Northland Pioneer College)
Notes to Annual Budgeted Expenditure Limitation Report
Year ended June 30, 2020**

Note 1 - Summary of significant accounting policies

The Annual Budgeted Expenditure Limitation Report (ABELR) is presented as prescribed by the Uniform Expenditure Reporting System (UERS), as required by Arizona Revised Statutes (A.R.S.) §41-1279.07. The ABELR excludes expenditures of certain revenues specified in the Arizona Constitution, Article IX, §21, and A.R.S. §§15-792.03, 15-795.01, 15-1444, and 15-1472, as applicable, from the total budgeted expenditures.

The information reported in both the ABELR and the financial statements is derived from the same underlying accounting data. However, the formats of the ABELR and the financial statements differ. The ABELR presents budgeted expenditures, exclusions, and amounts subject to the limitation by fund type as required by A.R.S. §41-1279.07. The financial statements present the net position, changes in net position, and cash flows in accordance with U.S. generally accepted accounting principles.

In accordance with the UERS requirements, a note to the ABELR is presented below for any exclusion reported in the total column on part II that cannot be traced directly to an amount reported in the annual financial statements.

Note 2

The following schedule presents revenues from which exclusions have been claimed for government grants, aid, contributions, and contracts:

Statement of revenues, expenses, and changes in net position—primary government:

Government contracts	\$ 2,642,769
Government grants	4,308,940
State appropriations	<u>11,548,300</u>
Total	<u>\$18,500,009</u>

Annual Budgeted Expenditure Limitation Report:

Grants, aid, or contributions from the federal government, the State of Arizona, other political subdivisions, tribal governments, or special taxing districts	\$ 4,648,440
Contracts with other political subdivisions or tribal governments	<u>2,642,769</u>
Total exclusions claimed	7,291,209
Other revenues (nonexcludable)	<u>11,208,800</u>
Total	<u>\$18,500,009</u>

Note 3

Of the \$1,369,310 reported as purchase and construction of capital assets on the statement of cash flows—primary government, \$304,098 was expended from amounts authorized and accumulated for purchasing land and purchasing or constructing buildings or improvements and was therefore claimed as an exclusion in the plant funds.

**Navajo County Community College District
 (Northland Pioneer College)
 Notes to Annual Budgeted Expenditure Limitation Report
 Year ended June 30, 2020**

Note 4

The District does not budget tuition and fees and bookstore income revenues net of scholarship allowances. Gross tuition and fees of \$4,899,129 reported on the statement of revenues, expenses, and changes in net position—primary government was claimed as an exclusion. The entire amount of the gross bookstore income of \$53,933 was also claimed as an exclusion for a total of \$4,953,062 excluded as tuition and fees in the current funds.

Note 5

Amounts totaling \$13,389 in the General fund are reported as insurance reimbursement and included in other revenue on the statement of revenues, expenses, and changes in net position—primary government.

Note 6

Amounts totaling \$221,197 earned through entrepreneurial activities are included in other sales and services and other revenue on the statement of revenues, expenses, and changes in net position—primary government.

Note 7

Prior years carryforward consists of constitutionally excludable revenues unexpended in the year of receipt that have been accumulated and were expended in the current years as follows:

Description	Current - general fund
Tuition and fees	<u>\$225,066</u>
Total prior years carryforward expended	<u>\$225,066</u>



Request to Approve Adjustment to Fiscal Year 2020 Adopted Budget

Recommendation:

Adopt the revised Fiscal Year 2020 Budget.

Summary:

The proposed adjustment to the adopted budget is an outcome of the completed financial audit and expenditure limitation report audited by the State of Arizona Office of the Auditor General for the fiscal year ended June 30, 2020.

The District’s adopted budget in the fiscal year ended June 30, 2020. As the District did not spend all of the General Fund, Auxiliary Enterprises Fund, Restricted Fund, and Unexpended Plant Fund, the budgets for these funds were adjusted to the actual expenditure amounts.

The following summarizes the original adopted budget, the revisions, and the actual expenditures reported for the year ended June 30, 2020.

	General Fund	Auxiliary Enterprises Fund	Restricted Fund	Unexpended Plant Fund	Total
Adopted Budget	28,729,200	600,000	6,600,000	14,839,500	50,768,700
Budget Adjustment	(5,893,124)	(369,245)	(1,288,654)	(13,282,101)	(20,833,124)
Revised Budget	22,836,076	230,755	5,311,346	1,557,399	29,935,576
Actual Expenses	22,836,076	230,755	5,311,346	1,557,399	29,935,576
Variance	-	-	-	-	-



First Read of 2021-2022 Tuition and Fees

Summary:

Based on the Budget Development calendar, staff is providing proposed information on tuition and fees. Staff has developed the tuition and fee information based on Board approval of the Budget Development Guidelines, which include the following assumptions for tuition and fees:

Tuition and general fees will be set at a rate that:

- A. gives consideration to the impact on students, student enrollment, and student retention rates;*
- B. increases incrementally; and*
- C. is competitive in our market by maintaining a comparative position to the average tuition at other Arizona community colleges.*

Course fees will be set at a rate calculated to offset expendable supplies and equipment.

Tuition

In March, 2020 the District Governing Board approved a three-year tuition plan that covers the period 2021-2023 for in-state and out-of-state tuition. A \$3 increase is estimated to increase overall revenues a total of \$90,000; however, due to declining enrollment tuition revenues for 2021-22 will decrease.

- Year 1 (2020-21) - increase of \$3, or 4%.
- Year 2 (2021-22) - increase of \$3, or 4%
- Year 3 (2022-23) - increase of \$3, or 4%

Historical tuition rates are included along with comparative information to projected tuition rates at other community colleges in Arizona, if available.



Course Fees

Instructional staff review course fees to assure fees are based on cost of consumable supplies and other course specific expenses. Proposed course fee changes are expected to cover new courses and the increased cost of course supplies, equipment maintenance, and course-specific operational expenses. Changes in the fees are noted by bold type.

General Fees

General fees include the Media Fee, transcript fees, testing fees and other. These fees are per transaction and not assessed on a credit hour basis.



Northland Pioneer College

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

**NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
NORTHLAND PIONEER COLLEGE
2021-2022
APPROVED**

TUITION	Approved 2020-21	Approved 2021-22	Approved 2022-23
IN-STATE	\$79 per credit hour	\$82 per credit hour	\$85 per credit hour
APACHE COUNTY	\$79 per credit hour	\$82 per credit hour	\$85 per credit hour
OUT-OF-STATE	\$380 per credit hour	\$395 per credit hour	\$410 per credit hour
EARLY COLLEGE – IN-STATE	\$79 per credit hour	\$82 per credit hour	\$85 per credit hour
EARLY COLLEGE – OUT-OF-STATE	\$79 per credit hour	\$82 per credit hour	\$85 per credit hour
SENIOR CITIZENS 60 years or older	*50% of the applicable rate: In-District, Apache County, or Out-of-State. (Does not apply to non-credit courses)		
CCP COURSES	*50% of the applicable rate: In-District, Apache County, or Out-of-State. (Does not apply to non-credit courses)		
SUMMER SESSION COURSES	*50% of the applicable rate: In-District, Apache County, or Out-of-State. (Does not apply to non-credit courses)		
WICHE WUE	150% of the In-State rate		
REFUNDS FOR TUITION	100% before 1 st day of semester and if NPC cancels the class. 50% during 1 st and 2 nd weeks of the semester. No refund after the end of the second week of the semester		
SUMMER SESSION REFUNDS	100% prior to 1 st day of session. 50% through first week of the session. No refunds after first week.		
SHORT-TERM COURSE REFUNDS	100% prior to 1 st day of session. 50% through first week of the session. No refunds after first week.		

Notes:

*50% discounts are not to be combined

Bold items indicate a change from prior year

**NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
NORTHLAND PIONEER COLLEGE
2021-2022
Course Fees**

ARTS & SCIENCES			Approved 2020-21	Proposed 2021-22
ANT	104	Biological Anthropology & Human Origins	\$40	\$40
ART	103	Basic Design	\$20	\$20
ART	105	Beginning Drawing I	\$20	\$20
ART	110	Figure Drawing I	\$20	\$20
ART	121	Digital Photography I	\$25	\$25
ART	140	Lettering	\$20	\$20
ART	150	Advertising Design	\$20	\$20
ART	155	Printmaking	\$20	\$20
ART	170	Sculpture I	\$20	\$20
ART	175	Painting	\$20	\$20
ART	180	Watercolor	\$20	\$20
ART	185	Handbuilding Pottery	\$25	\$25
ART	186	Clay Sculpture	\$25	\$25
ART	187	Raku Pottery	\$25	\$25
ART	190	Ceramics	\$25	\$25
ART	199	Photography Enrichment	\$25	\$25
ART	199	Ceramic Enrichment	\$25	\$25
ART	205	Drawing II	\$20	\$20
ART	206	Figure Drawing II	\$20	\$20
ART	220	Painting II	\$20	\$20
ART	221	Digital Photography II	\$25	\$25
ART	222	Digital Photography Practicum	\$25	\$25
ART	225	Watercolor II	\$20	\$20
ART	245	Ceramics II	\$25	\$25
ART	246	Ceramics III	\$25	\$25
ART	247	Ceramics IV	\$25	\$25
ART	280	Art Studio – 2 Dimensional	\$20	\$20
ART	281	Art Studio – 3 Dimensional	\$25	\$25
ART	289	Figurative Ceramics		\$25
BIO	100	Biological Concepts	\$40	\$40
BIO	160	Intro. to Human Anatomy & Physiology	\$40	\$40
BIO	181	General Biology I	\$40	\$40
BIO	182	General Biology II	\$40	\$40
BIO	201	Human Anatomy & Physiology I	\$40	\$40
BIO	202	Human Anatomy & Physiology II	\$40	\$40
BIO	205	Microbiology	\$40	\$40
CHM	ALL	All Courses	\$40	\$40

ARTS & SCIENCES (cont'd)			Approved 2020-21	Proposed 2021-22
ECD	ALL	ECD Permanent Number/1 cr.	\$20	\$20
ECD	ALL	ECD Permanent Number/2 cr. & 3 cr. (EXCEPT ECD 200, 222 and 250 at \$0)	\$40	\$40
EDU	281	Introduction to Structured English Immersion	\$55	\$55
FDV	130	Video Production	\$20	\$20
FDV	140	Video Editing	\$20	\$20
FDV	160	Digital Audio For Film/TV	\$20	\$20
FDV	222	Digital Video Pre-Production Applications	\$20	\$20
FDV	232	Digital Video Production Applications	\$20	\$20
FDV	242	Digital Video Post-Production Applications	\$20	\$20
GEO	111	Physical Geography	\$40	\$40
GLG	ALL	All Geology Courses	\$40	\$40
MUS	155	Music Applied (all)	\$120	\$120
POS	221	Arizona Constitution and Government	\$55	\$55
POS	222	U.S. Constitution	\$55	\$55
PHY	ALL	All Physics Courses	\$40	\$40
SPT	130	Introduction to Theatre	\$45	\$45
SPT	178	Stage Makeup	\$60	\$70
SPT	230	Video Production	\$20	\$20
SPT	240	Video Editing	\$20	\$20

Notes:

- **Bold** items indicate a change from prior year.
- 199-299 and non-credit/special interest courses have variable fees determined by the length and type of each.
- **ART 289 Figurative Ceramics will now have a fee of \$25 similar to all other ceramics courses.**
- **SPT 178 Stage Makeup is increased because of the increase in the cost of the product.**

**NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
NORTHLAND PIONEER COLLEGE
2021-2022
Course Fees**

CAREER & TECHNICAL EDUCATION			Approved 2020-21	Proposed 2021-22
AJS	102	Intensive Police Academy	\$250	\$250
ATO	ALL	All Automotive Courses except ATO116	\$100	\$100
ATO	116	Introduction to Auto and Safety	\$125	\$125
BUS	ALL	All Business Courses except BUS227	\$15	\$0
BUS	227	Medical Coding	\$0	\$40
CIS	ALL	All CIS Courses except CIS 141, CIS 142, CIS 145	\$15	\$15
CIS	141	A+ Certification Preparation I	\$100	\$150
CIS	142	Managing and Maintaining Your PC II	\$100	-
CIS	145	Network + Certification Preparation	\$100	-
CON	ALL	All Construction Courses except CON102 & CON107	\$50	\$50
CON	102	Introduction to Construction Methods	\$75	\$75
CON	107	Safety and Job Hazard Recognition	\$25	\$25
COS	ALL	All Cosmetology Courses	\$25	\$25
COS	142	Introduction to Hair Care	\$50	\$50
DRF	ALL	All Drafting Courses	\$30	\$30
EIT	All	All Energy and Industrial Technician Courses except EIT100 & EIT201	\$150	\$150
EIT	100	Introduction to Advanced Manufacturing	\$175	\$175
EIT	201	Introduction to an Industrial Environment	\$175	\$175
FRS	101	Principles of Fire and Emergency Service Administration	\$10	\$10
FRS	103	Firefighter I	\$135	\$135
FRS	105	Firefighter II	\$135	\$135
FRS	110	HazMat First Responder	\$25	\$25
FRS	126	Rope Rescue I	\$50	\$50
FRS	127	Rope Rescue II	\$50	\$50
FRS	128	Rope Rescue III	\$50	\$50
FRS	130	Incident Command System	\$10	\$10
FRS	132	Fire Investigation I	\$10	\$10
FRS	135	Fire Protection Hydraulics & Water Supply	\$10	\$10
FRS	137	Strategies and Tactics	\$10	\$10
FRS	138	Legal Aspects of Emergency Services	\$10	\$10
FRS	139	Confined Space Operations	\$30	\$30

CAREER & TECHNICAL EDUCATION (cont'd)			Approved 2020-21	Proposed 2021-22
FRS	141	Fire Service Communication	\$10	\$10
FRS	150	Wild Land Firefighter	\$25	\$25
FRS	200	Fire Behavior and Combustion	\$10	\$10
FRS	201	Fire Protection Systems	\$10	\$10
FRS	202	Principles of Emergency Services	\$10	\$10
FRS	203	Fire Prevention	\$10	\$10
FRS	207	Building Construction for Fire Prevention	\$10	\$10
FRS	208	Principles of Fire Emergency Services, Safety & Survival	\$10	\$10
INA	ALL	All Industrial Arts Courses	\$45	\$45
WLD	ALL	All Welding Courses except WLD 100 and WLD170	\$120	\$120
WLD	100	Safety and Math	\$25	\$25
WLD	170	Metal Preparation, Quality & Alignment 2	\$0	\$0

Notes:

- **Bold** items indicate a change from prior year.
- 199-299 and non-credit/special interest courses have variable fees determined by the length and type of each.
- Business courses have moved online and utilize Open Educational Resources eliminating the need for course fees with the exception of BUS 227 with requires that the business department purchase medical coding books annually for student use in the course.
- CIS charged \$100 for CIS 141 and \$100 for CIS 142, those classes are commonly taken together, so the total fee was \$200. CIS is now providing students in CIS 141 with a computer/kit to keep and that is where the cost should be absorbed. In speaking with TAS, who is providing us with disposal computers for students to keep, we agreed that \$150 was a reasonable fee for the equipment that students will be provided with.

**NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
NORTHLAND PIONEER COLLEGE
2021-2022
Course Fees**

NURSING & ALLIED HEALTH			Approved 2020-21	Proposed 2021-22
EMT	104	Healthcare Provider CPR & First Aid	\$15	\$15
EMT	130	EMT Preparation Course	\$10	\$10
EMT	131	Emergency Medical Training	\$280	\$280
EMT	133	Refresher Course - EMT Recertification	\$40	\$40
EMT	135	EMT IVC	\$75	\$75
EMT	240	Basic ECG & Pharmacy	\$30	\$30
EMT	241	ALS Refresher	\$175	\$175
EMT	246	Paramedic Training I	\$900	\$900
EMT	247	Paramedic Training II	\$900	\$950 (to cover drug screen cost)
HES	109	Phlebotomy	\$200	\$200
HES	180	Basic Pharmacology	\$10	\$10
HES	190	Human Body in Health and Disease	\$40	\$40
MDA	124	Clinical Procedures I	\$180	\$180
MDA	125	Clinical Procedures II	\$180	\$230 (to cover drug screen cost)
NAT	101	Nursing Assistant	\$90	\$140 (to cover drug screen cost)
NUR	116	LPN to RN Transition	\$425	\$425
NUR	117	Pharmacology I	\$10	\$10
NUR	118	Pharmacology II	\$10	\$10
NUR	121	Nursing I	\$425	\$425
NUR	122	Nursing II	\$425	\$425
NUR	123	Paramedic to Nurse Bridge	\$425	\$425
NUR	221	Nursing III	\$425	\$425
NUR	222	Nursing IV	\$425	\$425
NUR	291	RN Refresher Course	\$400	\$400
PHT	103	Pharmacy Technician	\$40	\$40
PHT	104	Pharmacy Technician	\$40	\$90 (to cover drug screen cost)
SGT	121	Surgical Sterile Technique and Instrumentation	\$100	\$100
SGT	122	Surgical Techniques	\$100	\$150 (to cover drug screen cost)
SGT	221	Perioperative Procedures	\$100	\$100
TMP	108	A & P with Kinesiology Techniques I	\$60	\$60
TMP	109	A & P with Kinesiology Techniques II	\$60	\$60
TMP	240	Massage Therapy Clinical Practice	\$60	\$110 (to cover drug screen cost)

Notes:

- **Bold** items indicate a change from prior year.
- Increases primarily related to increased supplies and testing fees.
- 199-299 and non-credit/special interest courses have variable fees determined by the length and type of each.
 - HES199 Forensic Phlebotomy \$200
 - NUR199 IV Cert for LPN \$65

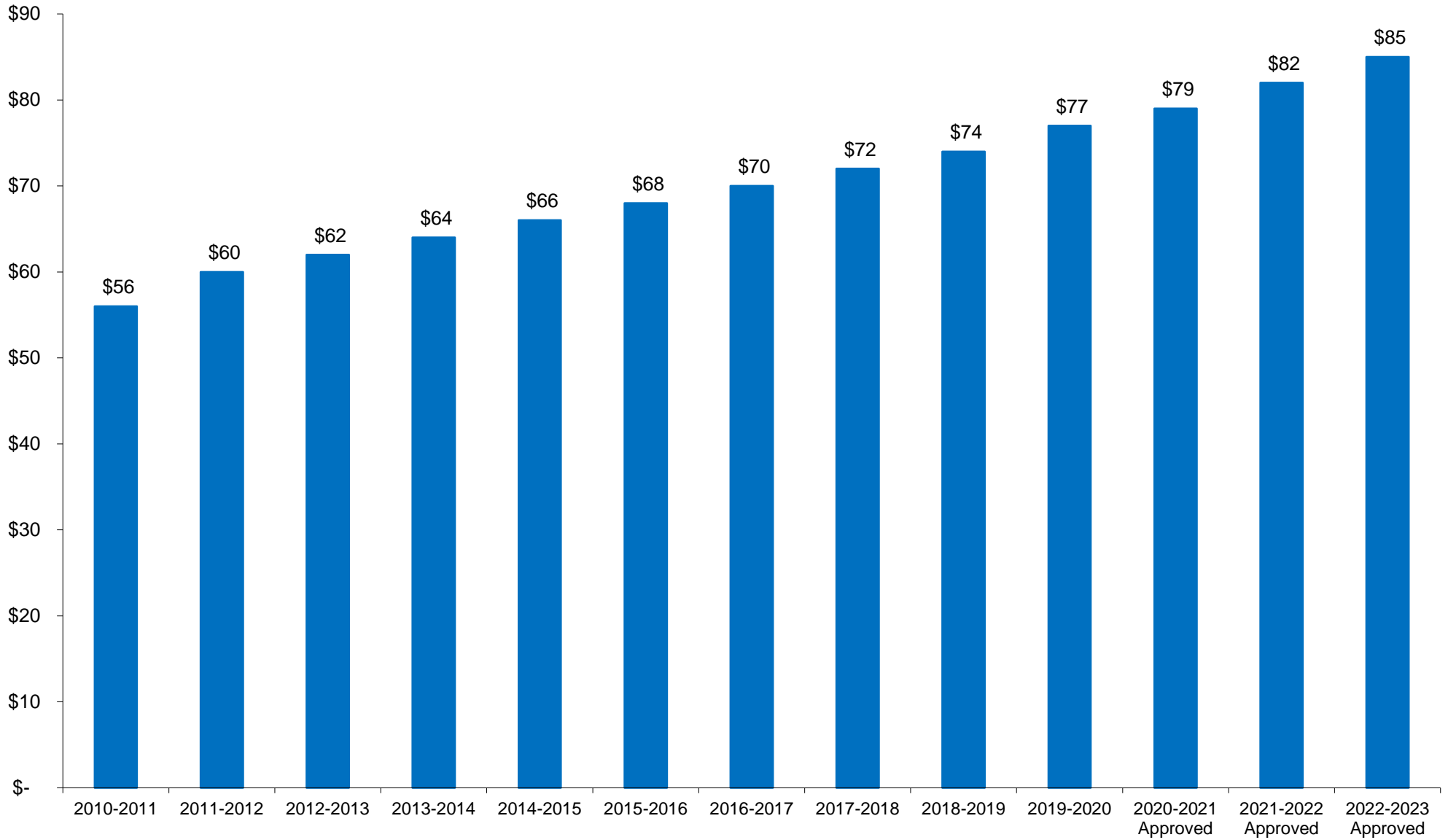
**NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
NORTHLAND PIONEER COLLEGE
2021-2022
PROPOSED**

FEES	Approved 2020-21	Proposed 2021-22
GENERAL		
Media Fee ①	\$47/semester	\$47/semester
SPECIAL		
Transcript (each) Online Order	\$10	\$10
Transcript + On Demand Fee (\$5)	\$15	\$15
Transcript (each) Paper Order	\$15	-
— Transcript + On Demand Fee (\$5)	\$20	-
Transcript (each) Priority Delivery	\$20 + current priority shipping rates	\$20 + current priority shipping rates
Diploma/Certificate Replacement	\$15	\$15
Late Registration	\$30	\$30
Credit by Exam	50% of in-state tuition rate	50% of in-state tuition rate
Credit by Evaluation ②	50% of in-state tuition rate	50% of in-state tuition rate
Credit by Evaluation Fee (non-refundable)	\$15	\$15
ACCUPLACER Testing ③	\$20	\$20
HESI Testing	\$44	\$60
NSF Check Collection	\$35	\$35
Money Card Replacement (Bank Mobile):		
ACTIVE card	\$10	\$10
INACTIVE card	\$10	\$10
Student ID Replacement Fee	\$5	\$5

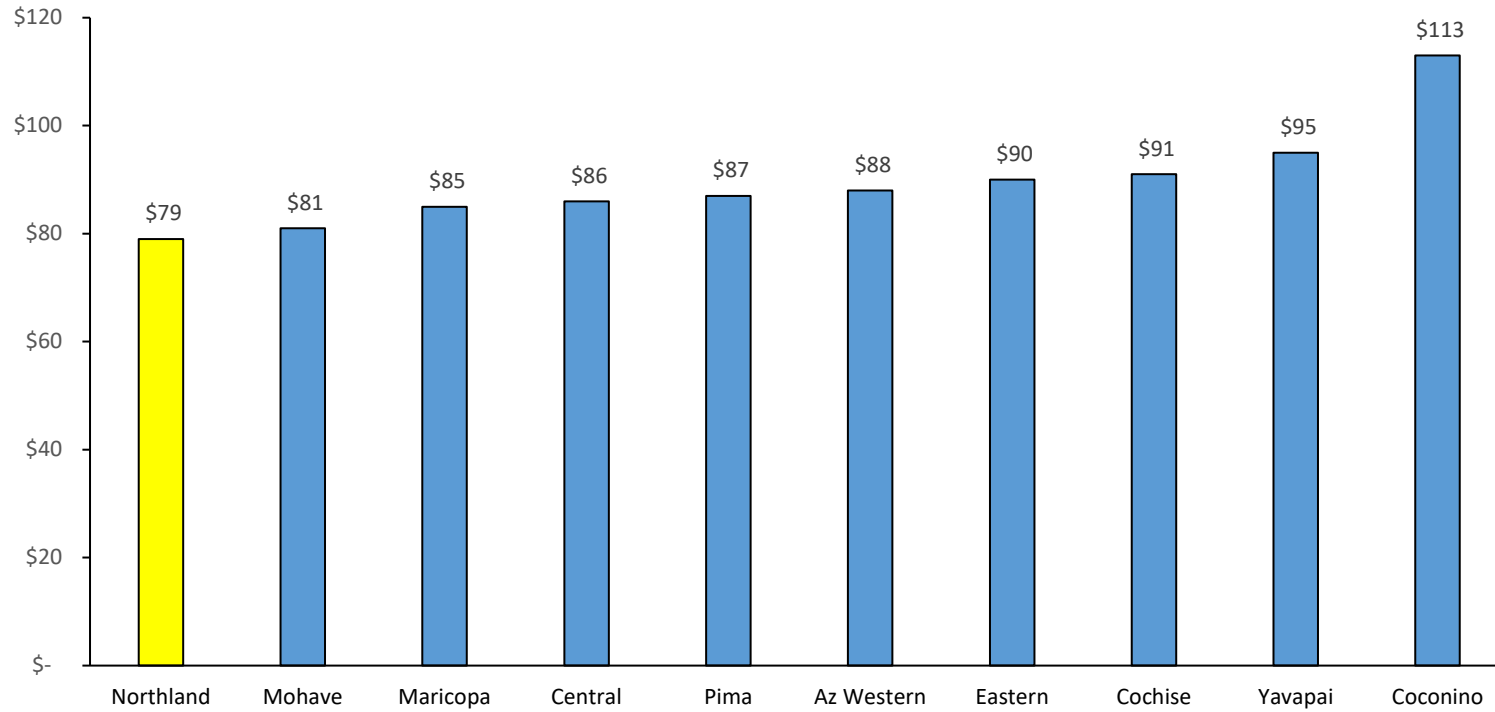
Bold items indicate a change from prior year.

- ① Assessed to all students enrolling in three (3) or more credit hours.
- ② Evaluation of Learning Certificates (Assessed Credits) from business, industry, government, and non-regionally accredited institutions without waiver agreement.
- ③ Includes up to three (3) tests.

NPC Tuition History per Credit Hour



Arizona Community Colleges FY21 Tuition per Credit Hour



Notes:

Most colleges are not proposing an increase for FY22

Northland has already approved a \$3 (or 4 percent) increase to \$82 per credit hour for FY22

Request to Approve Contract with MetaPro, Inc. for Teletherapy

Recommendation:

Staff recommends approval to contract with MetaPro, Inc. for a total cost of \$18,500.00 annually with the option to renew the annual contract up to 5 times (years).

Summary:

Nationally, and at Northland Pioneer College (NPC), trends show that more and more students are struggling with anxiety and depression in their lives. Currently, NPC and the counties we serve do not have sufficient services for our students struggling with these emotional issues.

In the last 5 years, there has been an increase in the number of students that have emotional/mental health issues seeking Office of Accessibility and Inclusion services. NPC does not have a wellness or counseling office to help students and community resources are not always suitable or available when a student needs help.

If a student is struggling with emotional issues or is experiencing trauma or a crisis they are less likely to be fully engaged in the class or keeping up with assignments. Standard accommodations are helpful for students with learning disabilities, but the available accommodations typically do not help students with emotional diagnoses. After receiving short-term counseling, it is expected that the student will be better prepared to juggle life's challenges while at the same time successfully completing their classes and retaining more of what they learned. Local options are available, but, experience has proven that their services are less than ideal when it comes to providing timely help to students in need.

At the request of Leadership Council, a small group was created to research teletherapy companies. This group completed the Request for Proposal process. This process included a thorough review of six organizations, presentations by the top two, and feedback from the college. The results indicated that MetaPro, Inc. is the best solution for NPC students. MetaPro, Inc. provides proactive self-help education for students as well as the option to connect with a therapist of their choosing through an application that can be accessed on their personal devices. MetaPro, Inc. is HIPPA compliant. A proposal to move forward with MetaPro, Inc. was taken to and approved by Leadership Council.



Student Tele-counseling Services

AS #xx-xx

Navajo County Community College District, dba Northland Pioneer College, is currently seeking proposals from qualified bidders for **student tele-counseling services** in accordance with the Scope of Work specified in this Request for Proposal (RFP).

<p>Proposal Due Date TBD</p>
--

In accordance with A.R.S. § 41-2533, competitive sealed Offers for the services specified, will be received by the Purchasing department of the Navajo County Community College District dba Northland Pioneer College (NPC) online through the [Bonfire](https://npc.bonfirehub.com/) E-Procurement system (<https://npc.bonfirehub.com/>). **Late Offers will not be considered.**

Request for Proposals Solicitation Point of Contact:

Northland Pioneer College
Robert Johnson, Procurement Manager
PO Box 610
Holbrook, Arizona 86025

Any proposal received after the date and time listed above will be returned and will not be considered.

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received prior to **TBD (Arizona Time)**. Questions must be submitted via the Bonfire website or to the email address(es) below; include the specified contact name, proposal number, any question(s) and a reference to the appropriate page and section number of the RFP. Questions and answers will be posted on the [Bonfire](#) Website listed below by **TBD (Arizona Time)**:

Copies of the Request for Proposal, questions and answers, and any related documents are available on the [Bonfire](#) Website: <https://npc.bonfirehub.com/>.

Inquiries

Questions regarding this Request for Proposal should be submitted via the Bonfire site RFP bid page messages tab/Opportunity Q&A.

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Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

“Attachment”: any item the Solicitation requires an offeror to submit as part of the Offer.

“NPC”: Northland Pioneer College

“The Bid”: a complete and properly signed Statement to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Solicitation Documents.

“The College”: Northland Pioneer College

“Contract”: the combination of the Solicitation, including the uniform and Special Instructions to Architects, the Contract and Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.

“Contract Amendment”: a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

“Contractor”: any person who has a contract with Northland Pioneer College.

“Days”: calendar days unless otherwise specified.

“District”: Navajo County College District

“Entity Submitting RFP”: the terms “vendor”, “proposer”, “offeror”, “firm”, “vendor”, “company” or “contractor” used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

“Exhibit”: any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

“Gratuity”: a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

“Hopi”: **Hopi Center, First Mesa, Arizona**

“Manufacturer”: Indicates an entity that makes the product

“May”: indicates something that is not mandatory but permissible/desirable.

“Offer”: bid, statement of qualifications or quotation.

“Offeror”: an individual or business providing a response to the Request for Proposal.

“Procurement Officer”: the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

“RFP”: request for proposal

“RFQ”: request for quote

“RFQu”: request for qualifications

“Shall, Must, Will”: indicates a mandatory requirement(s) that must be addressed. Failure to address these mandatory requirements will result in rejection of your proposal as non-responsive. NPC may, but is not required to, reserve the right to request additional information.

"Should": Indicates something that is recommended but not mandatory. If the Supplier fails to provide recommended information, NPC may, at its sole option, ask the Supplier to provide the information or evaluate the proposal without the information.

"Solicitation": An Invitation for Bids (IFB), a Request for Proposals (RFP), Request for Qualifications (RFQ), or a Request for Information (RFI).

"Solicitation Amendment (or Addendum)": a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"Subcontract": any Contract, express or implied, between the Architect and another party or between a Consultant and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

"SOQ": statement of qualifications

"SOW": statement of work

General Information

Northland Pioneer College (NPC) is a regionally accredited, publicly funded, comprehensive community college serving northeastern Arizona. NPC's mission is to provide, support and promote lifelong learning. Founded in 1974, the college currently enrolls about 6,700 students in both credit and noncredit courses at multiple sites in both Navajo and Apache counties.

Campus locations:

White Mountain Campus
1001 W. Deuce of Clubs
Show Low, AZ 85901

Silver Creek Campus
1611 S Main Street
Snowflake, AZ 85937

Painted Desert Campus
2251 E Navajo Blvd.
Holbrook, AZ 86025

Little Colorado Campus
1400 E Third Street
Winslow, AZ 86047

Center locations:

Springerville-Eagar Center
940 E Maricopa Street
Springerville, AZ 85938
Keams Canyon, AZ 86034

Hopi Center
First Mesa (adjacent to Hopi Jr./Sr. High School)
Highway 264, Milepost 397
Polacca, AZ 86039

St. Johns Center
65 South 3rd West
St. Johns, AZ 85936

Kayenta Center
1/4-mile north of highway junction 160/163,
on Highway 163 behind the Kayenta Township
Office and adjacent to US Post Office

Whiteriver Center
720 S Chief Ave
Whiteriver, AZ 85941

Section I: Request for Proposal (RFP) Summary

Introduction

Northland Pioneer College (NPC, College) is seeking vendor proposals to provide tele-counseling services.

Overview

NPC is requesting proposals from vendors with at least 5 years of experience to assist NPC with its counseling services for student's needs. A minimum of 3 years higher education experience is preferred. NPC reserves the option to award all or parts of the project to one or more qualified vendors.

Section II: Proposal Preparation and Submittal

Proposals must conform to all requirements stated below, and elsewhere in this RFP. Bids submitted failing to follow these requirements may result in disqualification of the proposal.

Before submitting a proposal, each Offeror shall familiarize itself with the entire RFP, including Scope of Work, contract form and all laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of a subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment for lack of such familiarization.

All proposals shall be submitted in a digital format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

Proposal Format

The Offeror's proposal should be organized in sections as outlined below:

1. Cover Letter

All proposals must include a cover letter submitted under the Offeror's name on the Offeror's letterhead containing the signature and title of a person or an official of the Offeror who is authorized to commit the business to a potential contract with the College. The cover letter must also identify the primary contact for this proposal and include the College's RFP number found within this RFP. The cover letter should express the Offeror's interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.

2. Proposal Form

All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the Offeror to a contract with the District.

3. Proposal Copies

The Offeror must submit one (1) digital .PDF copy of the proposal via the Bonfire website.

Qualifications

The proposal verbiage must describe the Offeror's qualifications to provide the requested products and/or services, and include the following:

- a. Description of the nature of the Offeror's business; include a description of experience, competencies, and overall organizational capabilities.
 - i. Employer Identification Number
 - ii. Dun and Bradstreet identification (D-U-N-S number) and indicate if Offeror is registered on SAM.gov.
 - iii. State sales tax rates/transaction privilege tax (TPT) license number
 - iv. Volume/trade information
- b. Corporate organization chart indicating key management team members.
- c. Number of years of business in this industry.
- d. Description of the Offeror's capabilities to provide the requested product(s)/service(s).
 - i. Location(s) for pickup by customers
 - ii. Number of employees working at servicing location(s)
 - iii. Number of Delivery Trucks
 - iv. Dollar amount of average in-stock inventory of servicing location(s)
- e. Description of the staff structure, the background, qualifications and relevant experience of key staff members involved in the project, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this project.
- f. Overview of approach and description of methodology to be used include:
 - i. Technical support
 - ii. Limiting equipment downtime
- g. References: The Offeror must provide three (3) independent references from three (3) different contracts or relationships of similar scope, nature, and complexity to that requested by the College. The College prefers educational or governmental entity references. Each of the references must include the following information:
 - i. Entity Name
 - ii. Industry Type
 - iii. Address, City, Province/State/Country
 - iv. Contact Name, Title, Phone Number, and Email address
 - v. Year(s) service(s) provided
 - vi. Overview of contract or relationship
 - vii. Comments (include details regarding the current status of the product/service provided by Offeror)

4. Response

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this Request for Proposal.

5. Exceptions Requested

Any exceptions to the requirements of this RFP that the Offeror requests the College to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal. Any exceptions requested from the Contract Documents must also be included in this section. Exceptions that are not requested as part of the bid shall not be considered. Any proposed

additional or alternate terms and conditions, contracts, waivers, licenses or agreements required by the Offeror should be included here with a brief explanatory introduction.

6. Proprietary Information

In the event any Offeror shall include in the proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the Offeror.

7. Cost Proposal

Northland Pioneer College expects that all costs are included in the overall fee for services proposed, and that there will be no additional expenses billed to the college for any reason.

8. Appendix

The Proposal Appendix must include:

- a. All documents or forms required by the College to be completed by the Offeror including the required documents specified in the Appendix of this RFP.
- b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your business.
- c. If an Offeror has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The Offeror agrees to notify the College of any change in this status. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
- d. If the Offeror intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the Offeror must supply the name, address, qualifications and criteria used by the Offeror for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted or assigned without prior written permission of the College, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the contractor.
- e. Samples of any documentation or form that Offeror will require the College to sign.

General Notes

Familiarity with this RFP - All Offerors certify that they have carefully and thoroughly reviewed this RFP, understand the nature and scope of the work to be done, and that their Offer is based on the terms, conditions, specifications and requirements of this RFP.

Submission of Offer - It shall be the responsibility of the Offeror to ensure that the Offer documents are uploaded into Bonfire no later than the due date and time. Offers received after this time and date will not be considered. Oral, facsimile (fax machine), mail, e-mail or computer data transfer proposals will not be accepted. Each Offer shall be

prepared simply, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of contents.

Cost of Proposal Preparation – Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Offeror and shall not be reimbursable in any manner by the College. NPC will not reimburse the cost of developing, presenting or providing any response to this solicitation.

Site Visits - Outside of any mandatory site visit, no additional site visits or conversations with college personnel are to occur by any prospective Offeror unless specifically authorized in writing by the Chief Financial Officer or designee.

Certification – By signature on the Proposal Form included herein, the proposer certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, vendor certifies whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this document. Vendor also certifies their status with regard to debarment, or suspension by any governmental entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting agreement. Any resulting agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the College only those services and/or materials as stated in and allowed for under resulting agreement(s).

Additional notes:

1. NPC reserves the option to award the whole or parts of the project to one or more qualified contractors.
2. Contractor will provide all insurances including general liability, auto liability, and worker's compensation with proposals for award consideration (Attachment 2).
3. The College is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative agreement. Under this Cooperative Purchasing Agreement, and with the concurrence of the successful Offeror, other members of this organization may access any subsequent agreement/contract resulting from this solicitation. If the Offeror does not want to grant such access, it must be stated in their Proposal. In the absence of a statement to the contrary, the college will assume that access is granted by the Offeror to any subsequent agreement/contract.
4. A price list of all services must be provided with proposal for evaluation and award consideration.

Submitting the Proposal

Submissions can be made in the following manner:

1. Documents may be uploaded via the Bonfire portal <https://npc.bonfirehub.com/>.
2. Documents may be sent via Fed Ex, UPS, U.S. Mail or hand delivered to the address below:

Northland Pioneer College
Business Office-Purchasing
2251 E. Navajo Blvd
P.O. Box 610

Holbrook, Arizona 86025-2902

It is the responsibility of the firm to ensure that proposals are submitted via the Bonfire website prior to the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by the Bonfire system. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

Withdrawal / Modification of Proposals

Proposals may be withdrawn by entering the request via the Bonfire portal or by written notice directly to the College's point of contact any time before the scheduled opening date and time. No RFP may be withdrawn or modified after the submission deadline.

Section III: Uniform Terms and Conditions

Offers that take exception to any Terms & Conditions stated within this Request for Proposal (RFP) may cause the offer to be considered as non-responsiveness or may result in cancellation of contract if already awarded.

The Terms and Conditions, which become part of any award made from this RFP, constitute the provisions of the agreement to be executed between the College and the successful bidder. The College reserves the right to negotiate with the successful Offeror and modify any of the provisions of the agreement upon mutual agreement of the parties.

1. **Assignment:** Contractor shall not, directly or indirectly, in whole or in part, sell, transfer, assign, convey, pledge, encumber or otherwise dispose of the resulting contract without first obtaining the written consent of the College's Chief Financial Officer or designee.
2. **Binding Effect:** The parties agree that the resulting contract shall be binding upon their respective successors, assigns or transferees of any nature, if assignment and/or transfer are permitted in accordance with the terms of the resulting contract.
3. **Cancellation of Contract/Default:** Either party may terminate this Agreement with or without cause by giving the other party at least seven (7) days prior written notice of termination.

In the event that the Contractor breaches any of the terms and provisions of the Contract, the College reserves the right to accurately and specifically describe the unsatisfactory performance or condition in a written notice by registered or certified mail to the Contractor requiring that this be corrected within a ten (10) day period from the date said notice is received by the Contractor. If the condition is not remedied within this time period, failure to do so on the part of the Contractor may result in the College resorting to any single or combination of the following remedies:

- a. Cancel any contract with a three (3) day written notice
- b. Reserve all rights or claims to damage for breach of any covenants of the contract
- c. Perform any test or analysis on materials (equipment/products) for compliance with the specifications of the contract. If the results of any test or analysis find a non-compliance with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the College reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the College. The College may recover any actual excess costs from the Contractor by:
 - i. Deduction from an unpaid balance;

- ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law
4. **Availability of Funds:** In accordance with A.R.S. § 35-154, every payment obligation of the College under the Contract is conditioned upon the availability of funds appropriated for payment of such obligation. If funds are not appropriated and available for the continuance of the Contract, the Contract may be terminated by the College at the end of the period for which funds are available or at the College's option, may allow appropriate amendment to the contract. No liability shall accrue to the College in the event this provision is exercised, and the College shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
 5. **Bid Security:** Bid Security is not required for this RFP.
 6. **Claims Resolution:** Notwithstanding any law to the contrary, all contract claims or controversies under the Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9 and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.
 7. **Catastrophe:** If, because of riots, war, public emergency or calamity, fire, earthquake, Act of God, government restriction, labor disturbance or strike, business operations at the College shall be interrupted or stopped, performance of the resulting contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence; and the expiration date of the resulting contract may by mutual agreement of both parties be extended for a period of time equal to the time that such default in performance is excused.
 8. **Charges Outside Scope of Agreement:** Charges of the Contractor for services not permitted by or beyond the scope of the resulting contract shall be an expense of the Contractor and not of or reimbursable by Northland Pioneer College unless pre-approved in writing by the Chief Financial Officer or designee.
 9. **Offer Pricing:** All Offerors submitting Offers agree that their pricing is valid for a minimum one hundred twenty (120) days after Offer submission to the College.
 10. **Confidential Information/Privacy Laws:** The College is subject to various federal and state laws mandating that it keep certain information confidential. The Contractor may receive or have access to confidential information during the performance of the resulting contract. The Contractor agrees that it will not disclose, publish, reproduce, or otherwise make available information that the College identifies to it as confidential without the written authorization of Northland Pioneer College. This requirement survives the completion, termination or cancellation of the resulting contract.
 11. **Responsiveness to Specifications:** It is recognized that more than one method may be used to accomplish the sought after task functionality. If the Offeror has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the RFP response. The College shall be the sole judge as to whether any alternate methodology will be accepted.
 12. **Conformity to Requirements:** Unless otherwise expressly provided in the Contract, for one year after delivery and acceptance to the College the materials and services provided under the Contract shall: conform to the requirements of the Contract and any subsequent amendments/change orders (including without limitation: all descriptions, specifications, and drawings identified in the Scope of Work, and any written affirmations of the Offeror included as part of the Contract), be free from defects in material and workmanship, conform to or perform in a manner consistent with current industry standards, and be fit for their intended purpose or use as described under the Contract. Delivery alone does not constitute acceptance by the College. Materials or services supplied under the Contract shall fully comply with the Contract. The delivery of materials or services or any portion of the materials or services, which do not fully comply, constitutes a breach of contract. the

College reserves all rights to pursue any remedy available under the Contract or applicable law. Where testing and acceptance of the materials cannot be done until after installation, the warranty shall begin upon acceptance.

13. **Continuation of Performance:** The Offeror shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice upon termination of Contract.
14. **Disclosure:** If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
15. **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
16. **Employee Identification:** Offeror agrees to provide an employee identification number or social security number to the College for the purposes of reporting appropriate taxing authorities, monies paid by the College under the ensuing Contract. If the federal identifier of the Offeror is a social security number, this number is requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041aA
17. **Evidence of Intent to be Bound:** The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of the intent to be bound, such as an original signature, shall result in rejection of the Offer.
18. **Exceptions to the Terms and Conditions:** Applicants shall be presumed to be in agreement with the terms and conditions of the RFP unless the Applicant takes specific exception to one or more of the conditions on this form. If submitting an Offer conditioned on exceptions to the Solicitation Documents, indicate the specific exceptions on Appendix F. OFFERORS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF AN OFFEROR MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Offeror taking the exception a competitive advantage over other Offerors, or 2) gives the College something significantly different than the College requested.

19. **Modifications/Revisions to Request for Proposals:** Any interpretation, correction, or change to this RFP will be made in Bonfire. Vendors will be notified of any Amendments via Bonfire-generated email. Vendors must acknowledge the Amendment in Bonfire. Interpretations, corrections, or changes to this RFP made in any other manner will not be binding, and Offerors shall not rely upon such interpretations, corrections, and changes. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

20. **Exceptions to Other Solicitation Documents:** An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.
21. **Exclusion of Offerors from Submitting:** An Offeror may be removed or suspended from the College's list of potential contractors and be prohibited from participating in any of the Solicitation processes if there has been a failure, without good cause, to perform in accordance with the terms of a past contract or with any other government entity. An Offeror may be removed or suspended if its performance with respect to a previously awarded purchase order or contract has been unsatisfactory. Such exclusion must remain in effect for at least 90 days after unsatisfactory performance has been recorded, but shall not exceed a period of 360 calendar days in duration. An Offeror excluded from participating shall be relieved of prohibition at any time after the 90-day minimum period, upon demonstrating to the College's satisfaction that the problems which resulted in the removal or suspension have been corrected.
22. **Survival of Warranties:** All representations and warranties made by the Offeror under the Contract shall survive the expiration or termination of the Contract.
23. **Third Party Antitrust Violations:** The Offeror assigns to the College any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Offeror, toward fulfillment of the Contract.
24. **Compliance with Anti-Boycott of Israel Requirements:** To the extent applicable, Contractor warrants it is not engaged in a boycott of goods and services from Israel as defined by A.R.S. § 35-393.01.
25. **Compliance with Immigration Laws:** As required by Arizona Revises Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) the resulting Contractor warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the resulting Contractor. The resulting Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under the resulting contract shall be deemed a material breach of the resulting contract, and is grounds for penalties, including termination of the resulting contract, by the College. The College retains the legal right to inspect the documents of any Contractor, subcontractor and sub-subcontractor employee who performs work under the resulting contract, and to conduct random verification of the employment records of the resulting Contractor and each subcontractor and sub-subcontractor who works on the resulting contract, to ensure that the resulting Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The resulting Contractor shall defend, indemnify and hold harmless the College, its District Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which the College is found, or is alleged to be, liable arising out of the breach of any warranties of the resulting Contractor or any subcontractor or sub-Contractor as specified in this paragraph.
26. **Cooperative Purchasing:** The College is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative agreement. Under this Cooperative Purchasing Agreement, and with the concurrence of the successful Proposer, other members of this organization may access any subsequent agreement/contract resulting from this solicitation. Any contract resulting from this solicitation shall be for the use of the College. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the College's Purchasing and Contracting Department are eligible to participate in any subsequent contract. Additionally, the resulting contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <https://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The

parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The resulting Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of the resulting contract (i.e., freight charges, travel related expenses, etc.). Additionally, the resulting Contractor may negotiate pricing adjustments (upwards or downwards) based upon the participating agency's requirements.

If the Proposer does not want to grant such access, it must be stated in their Proposal. In the absence of a statement to the contrary, the college will assume that access is granted by the Proposer to any subsequent agreement/contract.

The College shall not be responsible for any disputes arising out of transactions made by others.

27. **Contracts Administration:** Contractor must notify the Purchasing and Contracting Department (Purchasing Officer Contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.
28. **Contract Assignment or Sub Contract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the College.
29. **Contract Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, the resulting contract and/or any Purchase Order(s) issued against it is subject to cancellation by the College if any personnel significantly involved in the resulting contract are found to be in conflict of interest.
30. **Contract Format:** The resulting award notice will incorporate this RFP, the response thereto, all additional agreements and stipulations, and the results of any final negotiations. All of these documents will constitute the final contract.
31. **Contract Modification:** Any changes to the resulting contract (including any renewals, or amendments of any type) must be agreed upon both parties and approved in writing by the College's Chief Financial Officer and Contracting or his/her designee and the President or Vice President of the resulting contracting company.
32. **Contract Status:** The response to this RFP will be considered as an offer to contract. After final negotiations, the College in accordance with the section below will issue an acceptance of the RFP Offer.
33. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Request for Proposal, which occurs prior to delivery to the College; and such loss, injury, or destruction shall not release seller from any obligation hereunder.
34. **Stop Work Order:** The College may, at any time, by written order to the Offeror, require the Offeror to stop all or any part, of the work called for by the Contract. Upon receipt of the order, the Offeror shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs associated with the work covered by the order during the period of work stoppage. If Offeror incurs losses, the Offeror must make a claim in accordance to Paragraph 8 of the Terms and Conditions of the Contract.
35. **Right to Assurance:** If the College in good faith has reason to believe that the Offeror does not intend to, or is unable to perform or continue performing under the Contract, the Chief Financial Officer may require the Offeror give a written assurance of intent to perform within a reasonable time. Failure by the Offeror to provide written assurance within the time specified may be the basis for terminating the Contract or any other remedy available by law or provided by the Contract.
36. **Right of Offset:** The College shall be entitled to offset against any sums due the Offeror, any expenses or costs incurred by the College, or damages assessed by the College concerning the Offeror's non-conforming

performance or failure to perform the Contract, including expenses, costs, and damages described in the Terms and Conditions.

- 37. Entire Agreement:** The resulting contract expresses the totality of the terms of the agreement between the parties. Any verbal representation shall have no force or effect whatsoever. The resulting contract shall supersede and replace any and all prior agreements between the parties with respect to the subject matter covered by the resulting contract. The parties each represent that no promises, representations or inducements have been made by the other party with respect to the subject matter of the resulting contract, except as specifically set forth herein. The resulting contract may not be changed, altered, modified or amended except by an agreement in writing signed by both parties.
- 38. Invoicing:** All billing notices or invoices shall be sent to the College whose address appears on the Purchase Order as the 'bill to address' and should contain, at a minimum, the following information.
- a. Bill to Name and Address
 - b. Offeror Name, Remit to Address and Contact Information
 - c. Contract Number
 - d. Purchase Order Number
 - e. Project Number
 - f. Invoice Number and Date
 - g. Services Delivered
 - h. Itemized Pricing
 - i. Total Invoice Amount Due

Problems regarding billing or invoicing shall be directed to the College as listed on the Purchase Order.

Invoices not sent to the proper address, or not containing the necessary and required information will be rejected by the owner and returned for correction. An Offeror whose payments are delayed due to improper invoicing shall make no claim against the College for late or finance charges.

Offeror shall review and insure that the invoices for Services provided show the correct Offeror name prior to sending them for payment. The College will not make payments to any Entity, Group, or individual other than Offeror with the Federal Employer Identification (FEI) Number identified in the Contract. Offeror invoices requesting payment to any Entity, Group, or individual other than the contractually specified Offeror shall be returned to Offeror for correction. If Offeror Name and FEI Number change, Offeror must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Offeror. The College must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Offeror and entered into the system prior to any payments being made to the new Offeror.

Offeror shall submit monthly invoices during the performance of the service to the College as directed by the purchase order and in accordance with contract pricing. Invoices shall be received by the College no later than the current month for the preceding month's Contract performance. In no instance shall the amount(s) being invoiced differ from the price established in the fee proposal and any subsequent approved written Amendments. Upon completion of a project, Offeror shall submit a final invoice, which shall be indicated as "final" on the invoice. Failure to comply with these requirements may result in a partial or total denial of payment.

- 39. Equal Opportunity and Affirmative Action:** The College is committed to Equal Opportunity and Affirmative Action. The successful Contractor must pledge to comply with Equal Opportunity Laws and that

it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, physical ability, or marital status and follow all state and federal laws pertaining to Equal Opportunity Employment.

40. **Indemnification:** The Contractor will indemnify, defend and hold harmless the College, including its directors, officers, employees, students, consultants and agents, from and against any claims, demands, loss, damage or expense relating to any third-party infringement claim, bodily injury or death of any person or damage to real and/or tangible personal property incurred while such other party is performing activities under the auspices of the Agreement if and to the extent such is caused by the negligent or willful acts of omissions of the indemnifying party, its personnel or agents in the performance of activities described in or called for in the implementation of the Agreement. Notwithstanding the foregoing or any other provision of this memorandum of understanding to the contrary, any contract by the College to indemnify, defend or hold harmless the other Party shall be limited to and payable only from the College's available insurance or self-insurance coverage liability assumed by contract, if any, available as part of the College's general liability insurance program.
41. **Interpretation:** The parties intend the resulting contract, in addition to all Terms and Conditions, to express their complete and final agreement.
42. **Key Personnel:** It is essential that the Contractor provide adequately experienced personnel, capable of and devoted to the successful accomplishment of work, to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions. Requests to make changes of such personnel will be submitted to the College in writing for prior approval. Such approval will not be unreasonably withheld.
43. **Liability for Taxes:** The Contractor assumes complete liability for all taxes applicable to the operations, income, and transactions of the Contractor. The College shall not be liable and will not make reimbursement to the Contractor for any tax imposed either directly or indirectly upon the Contractor by any authority by reason of the resulting contract or otherwise.
44. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
45. **Insurance Requirements:** The Contractor shall maintain during the term of the resulting contract the following insurance policies issued by companies licensed in Arizona with a current A.M. Best rating of A: VII or better. Prior to commencing work or services, Contractor shall furnish the College's Purchasing & Contracting Department with certificates of insurance evidencing the required coverage, conditions, and limits required by the resulting contract.
 - a. **Commercial General Liability** insurance with a limit of not less than \$2,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of the resulting contract.
 - b. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000.00 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.
 - c. **Worker's Compensation** insurance with limits statutorily required by any Federal or State law and **Employer's Liability** insurance of not less than \$1,000,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
 - d. **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the

Contractor, with a limit of not less than \$1,000,000 each claim.

- e. **Certificates:** Successful bidder shall furnish annually to the College, a certificate or certificates of insurance from an insurance company licensed to do business in the State of Arizona showing that the prescribed policies are in force and effect and each certificate shall provide that the insurance company shall not change or cancel any insurance until the College has been notified, in writing, at least thirty (30) days before the date of *change* or cancellation. Additionally, the Contractor agrees to provide evidence that its management employees are bonded. Submission on the required documents shall be due before the start of each contract year.

The College in no way warrants that the minimum limits set forth above are sufficient to protect the Contractor from liabilities that may arise of out Contractor's services. The insurance requirements are minimum and in no way limit the indemnity covenants contained in an Agreement between the College and the Contractor.

- 46. Governing Law:** Any disputes regarding the resulting contract shall be governed by and construed in accordance with the laws of the state of Arizona, excluding its choice of law provisions. Both parties hereby irrevocably submit to the personal jurisdiction of the United States District Court for the District of Arizona or the Court of Navajo County, Arizona in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agree that all claims in respect to any such action or proceeding may be heard or determined in either such court.

The Contractor shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein. The College agrees to provide all cooperation reasonably necessary for such compliance. In addition, the Contractor shall also comply with all College policies and regulations currently and/or in the future pertain to service under the resulting contract. These laws, ordinances, regulations, and policies shall apply to the resulting contract throughout, and they will be deemed to be included in the resulting contract the same as though written out in full and shall indemnify, hold harmless, and defend the College from any and all costs or expenses whatsoever arising out of Contractor's compliance or noncompliance therewith.

- 47. Gratuities:** The College may, by written notice, terminate this Contract, in whole or in part, if the College determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the College for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The College, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- 48. No Liens:** Contractor shall keep the College free and clear of any and all liens asserted by any person or firm for any reason arising out or as a result of the furnishing of goods and/or services by or to Contractor by any third party.
- 49. Order of Precedence:** In the event of a conflict between the specifications, requirements, terms and conditions contained in the RFP, the RFP Offer, and the Supplemental Agreement, the Supplemental Agreement shall take precedence followed by the specifications, requirements, terms and conditions contained in the College RFP and lastly, the RFP Offer.
- 50. Parties to Agreement:** The resulting contract shall be between Navajo Community College District, hereafter referred to as the College, and the successful Proposer, hereafter referred to as Contractor.
- 51. Permits:** The Contractor shall be responsible for obtaining all required permits.

- 52. Pricing:** Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Offeror's offer as accepted by the College. Details of service not explicitly stated in the Scope of Work or in Offeror's Offer, but necessarily a part of, are deemed to be understood by Offeror and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.
- 53. Protests:** A protest shall comply with and be resolved according to Arizona State Procurement Rules Title 41, Chapter 23, Article 9 and rules adopted there under.
- 54. Provision of Supplies, Materials and Labor:** The Contractor shall furnish all supplies, equipment, and all management and labor necessary for the efficient and sound provision of the products and/or services included in the resulting contract, subsequent extensions and amendments.
- 55. Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes 35-214 and 35-215 each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the College's Attorney or the Purchasing and Contracting Department.
- 56. Relationship of Parties:** Nothing in the resulting contract shall be construed to make either party the legal representative or agent of the other party; neither shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the resulting contract shall be that of independent Contractor, not employer/employee, joint venture, agent or business partners.
- 57. Safety:** The Contractor shall be solely and completely responsible for the safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.
- 58. Severability:** If any part of the resulting contract is ever ruled to be invalid, illegal, or unenforceable by a court or other body of competent jurisdiction, the remainder of the resulting contract shall continue in full force and effect and shall be deemed modified to the minimum extent necessary to make it enforceable.
- 59. Termination for Convenience:** The College reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the College without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the College. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the College. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.
- 60. Payments:** Determination of the acceptability of Services shall be made by the sole judgment of the College. Acceptance criteria shall be compliance with the requirements of the Scope of Work, Terms and Conditions of the Contract, and Offeror's proposal. Offeror deficiencies relating to the stated acceptance and performance criteria of Services under the Contract shall result in a delay for payment and shall be corrected by Offeror at Offeror's expense. Payment shall not be made until all nonconformance issues are corrected to the satisfaction

of the College and in accordance to the requirements of the Contract and an undisputed invoice has been received by the College.

Payment shall be for the amount of work completed and accepted for the preceding month. the College shall not be obligated to make final payment until Offeror has delivered to the College documentation that demonstrates the project has been completed along with a final undisputed invoice. Payment(s) shall not be construed to be an acceptance of defective work.

- 61. Terms of Payment:** If applicable, the College will issue a Purchase Order for purposes of invoicing and payment. Each invoice will be itemized to reflect actual work completed as well as the product and services provided for the specific period billed.
- 62. Unauthorized Firearms & Explosives:** No person conducting business on College property is to carry a firearm or explosive of any type. All bidders, Contractors and subcontractors are to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapons permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.
- 63. Waiver:** No waiver shall be deemed to be made by any party of any right under the resulting contract unless the waiver is in writing signed by the waiving party. Each waiver, if any, shall be a waiver only with respect to the specific instance involved. No waiver shall impair the rights of the waiving party or the obligations of the other party in any other respect at any other time.
- 64. Work to be performed by others:** The College reserves the right to perform any and all services in-house or may utilize the services of other firms on unrelated projects.
- 65. Services of Subcontractors:** The Offeror shall not enter into any Subcontract under the Contract for the performance of the Contract without the advance written approval of the Chief Financial Officer. The Offeror shall submit a formal, written request on Offeror's company letterhead, signed by an authorized representative of the Offeror, and containing the following information:
 - a. The subcontractor's name, address, phone number, e-mail, and primary point of contact.
 - b. The certifications required of the subcontractor (if any).
 - c. The subcontractor's small business status (if applicable).
 - d. The type of goods and/or services to be provided by the subcontractor.
 - e. The amount of time or effort (as a percent of total Contract performance) that the subcontractor will perform in relation to total performance of the Contract's requirements.
 - f. The quality assurance measures that the Offeror will use to monitor the subcontractor's performance.

For services of the Offeror's Subcontractors, compensation shall be computed as a multiple of one (1) times the actual expenses incurred by the Subcontractor.

the College reserves the right to request additional information deemed necessary about any proposed subcontractor. The subcontract shall incorporate by reference the terms and conditions of the Contract.

- 66. Travel:** Offeror shall obtain written approval from the College prior to performing any travel under the Contract in which reimbursement of expenses will be requested. Offeror will be reimbursed for actual expenses incurred in accordance with the current rates specified in the College's Travel Policy. Offeror shall itemize all per diem and lodging charges. the College shall reject any claim for travel reimbursement without prior written approval.
- 67. Negotiated Fee:** Hourly rates will be negotiated and incorporated into this contract. The method of payment basis for any request for services shall be Hourly Rates for the Offeror's personnel. Hourly Rates shall be

effective through the term of the contract. Any escalation in Hourly Rates shall be mutually agreed upon between the Offeror and Chief Financial Officer.

68. **Service Order Agreement:** The College reserves the right to select any person or firm to perform the project scope of service and does not provide any guarantee or commitment to any quantity or monetary value of any project(s), which may be initiated under this contract.
69. **Public Records:** Proposals become “public records” and shall be subject to public disclosure consistent with A.R.S. § 39-121. Offerors must invoke the exemptions to disclosure provided by law in the proposal, and must identify data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Proposers will be responsible for all costs, including attorney’s fees, associated with defending such asserted exemptions from disclosure. Proposals may be reviewed after contract award at the Purchasing and Contracting office during normal working hours by appointment.

Section IV: Selection and Contract Award

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the Offeror(s) will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive and responsible and serves the best interests of the College. It is the intent of the College to negotiate and enter into a contract with the selected Offeror following a Notice of Intent of Selection.

Selected Offeror(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the Offeror. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful Offeror.

Proposals will be reviewed by a selection committee and will be evaluated based on the following criteria:

Criteria	Score
System Features	
Multiple methods of access	10
Convenience of use	10
Compliance reporting	10
User reports	10
Student Contact and Systems Integration	10
System Security and General	10
Cost	15
Value Added Services	5
Data Security/Recovery Plan	10
Maintenance & Technical Support	5
References	5

Section V: Proposal Form

Date _____

Proposal of _____,
(Name)
a corporation organized and existing under the laws of the State of _____; a
partnership consisting of _____; an individual trading as

(Name)

Request for Proposal: _____
[provide title or brief description]

To: Navajo County Community College District (“College”)

1. In compliance with your Request for Proposal No. _____, the undersigned hereby offers to furnish the services designated in the RFP, in strict accordance with the RFP, upon written notice of acceptance of this Proposal at any time within ninety (90) days after the date of opening of the Proposals, and to execute the Contract in accordance with the Proposal as accepted within five (5) days after the Contract is presented for signature.

2. The undersigned Offeror hereby acknowledges receipt of the following Addenda, if any:

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. The undersigned Offeror understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

4. The undersigned Offeror hereby certifies and affirms that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham bid, or any other person, business, or corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other

Offeror.

5. The undersigned certifies that to the best of his/her knowledge: **(check only one)**

- () There is no officer or employee of Northland Pioneer College who has, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request.
- () The names of any and all public officers or employees of Northland Pioneer College who have, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Proposal.

6. The Offeror certifies, to the best of its knowledge and belief, that:

- a. The Offeror and/or any of its Principals or Owners:
 - i. (check one) **are** () or **are not** () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.
 - ii. (check one) **have** () or **have not** (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and
 - iii. (check one) **are** () or **are not** () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (i)(B) of this provision.
- b. The Offeror (check one) **has** () or **has not** (), within a three year period preceding this offer, had one or more contracts terminated for default by any governmental agency.

“Principals,” for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

7. The certifications in paragraphs 4, 5 and 6 of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the College, the College may terminate the contract resulting from this solicitation for default.

(Official Name of Business)

SEAL - If Bidder is a Corporation

(Signature)

(Print Name)

(Title)

(Complete Business Address)

(Email Address)

(Federal Taxpayer ID Number)

Section VI: AGREEMENT

AGREEMENT BETWEEN NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT AND

(insert contractor/contractor name)

This Agreement made and entered into on the _____ day of _____, 20____, by and between Navajo County Community College District hereinafter referred to as "District" or "College" and _____ hereafter referred to as the "Vendor."

The District and the Vendor agree as follows:

FIRST: The Vendor agrees to perform the professional, technical and/or management services hereinafter set forth when, and as assigned by the District, and

SECOND: The District agrees to pay the Vendor a fee, together with such other payments and reimbursements as are hereinafter provided.

ARTICLE 1: VENDOR'S SERVICES

The Vendor agrees to provide professional services and consultation to assist the College as outlined in the scope of work with any exceptions noted in Attachment 1 of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement. All work performed under the Agreement must have prior approval of the District.

ARTICLE 2: METHOD OF PAYMENT

Payments to the Vendor will be made monthly upon the presentation and approval of the Vendor's invoice subject to the terms and conditions of this RFP. Each such invoice shall be documented in such detail and demonstrate such progress on each portion of the work as the District may reasonably require.

ARTICLE 3: INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Vendor, its employees, agents or any tier of subcontractors in the performance of the Agreement. Vendor's duty to defend, hold harmless and indemnify the District, its agents, representatives, officers, directors, officials and employees, shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the Agreement, including any employee of the Vendor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Vendor be legally liable.

ARTICLE 4: EMPLOYEE RELATIONSHIP

The Vendor is an independent contractor and is not an employee, partner, legal representative, joint venturer or agent of the District. The District is not an employee, partner, legal representative, joint venturer or agent of the Vendor.

ARTICLE 5: CANCELLATION

This Agreement may be cancelled at any time, with or without cause, by the District giving seven (7) days' written notice to the Vendor. In the event of such cancellation, the Vendor shall be paid for authorized services provided prior to the effective date of termination. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District, in the possession of the Vendor or as provided by the terms and conditions.

ARTICLE 6: OWNERSHIP OF DRAWINGS OR REPORTS

Services as represented on drawings, reports, memoranda, notes and drafts are the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the Vendor reserves the right to use any studies, analyses or data prepared or collected during the course of this work for other purposes as seen fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

ARTICLE 7: PERSONAL SERVICES

It is agreed that the District is relying on the personal services of the Vendor and upon their technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District. It is further understood and agreed that the Vendor shall not assign, sublet nor transfer his duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

ARTICLE 8: CONFLICT OF INTEREST

The Vendor agrees to perform services exclusively for the District under this agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Vendor shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District, and the Vendor shall not seek to use their position, the information gained thereby, nor any other aspect of the project or relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

ARTICLE 9: TERM OF AGREEMENT

The initial term of the contract shall be for one year from date of award. Four, one-year extensions of the contract may be effected by Purchase Order or an amendment to this Agreement approved by both parties.

ARTICLE 10: GOVERNING LAW

This Agreement is made in the State of Arizona and shall be subject to and governed by the laws of the State of Arizona. All questions concerning the validity, construction and administration of the Agreement shall be determined under Arizona law.

ARTICLE 11: SEVERABILITY

This Agreement shall be severable and to the extent that any part of the Agreement is unenforceable for any reason whatsoever, the remaining parts of this Agreement shall remain in full force and effect.

ARTICLE 12: NOTICES

All notices to either party shall be deemed to have been provided by depositing the same, postage pre-paid, with the United States Postal Service, addressed as follows:

District Representative:

Vendor Representative:

ARTICLE 13: NON-DISCRIMINATION

The parties agree to comply with Arizona law prohibiting discrimination in employment by government contractors, to the extent applicable with this Agreement, along with other applicable non-discrimination laws and regulations.

ARTICLE 14: LACK OF SUFFICIENT FUNDING

This Agreement may be cancelled without any further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Vendor shall be notified in writing of any such non-appropriation at the earliest opportunity.

ARTICLE 15: INSURANCE

Vendor shall furnish insurance as required by Attachment 2 hereto, which is incorporated herein by this reference as though fully set forth herein.

ARTICLE 16: ADDITIONAL TERMS AND CONDITIONS

The parties shall comply with the Terms and Conditions as noted in Section IV of this document, which are incorporated herein by this reference as though fully set forth herein.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto caused the same to be executed at Tucson, Arizona the day and year first above written.

Northland Pioneer College:

Vendor:

By: _____

By: _____

Title _____

Title: _____

Section VII: RFP Completion Checklist

This checklist is a summary of some of the required components of the RFP. It is provided as a convenience to contractors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the contractor to submit complete and compliant proposals.

- **Cover Letter**
- **Attachment 1:** *Exceptions Requested*
- **Attachment 3:** *Terms and Conditions Offer and Acceptance*
- **Section V:** *Proposal Form*
- **Section VI:** *Agreement*
- **Cost Proposal**
- **Proposal**
- **Insurance**

Appendix A: Statement of Work

Project Scope

The College is seeking a vendor to provide tele-counseling services to students and reporting requirements outlined in each section below.

NPC Tele-counseling Facts

1. NPC enrolls approximately 5500 students annually.
2. Usage of counseling services need to be available by web meeting, phone, or text.
3. Counselors must be certified in Arizona, adhere to HIPAA privacy guidelines, and ADA civil rights law.
4. Posting of current and timely articles and videos is preferred.

System Availability

The following services can be cloud-based, accessed via the web, and accessible 24/7 from both the College's network and remote locations:

1. Crisis counseling including suicide prevention with follow-up
2. Multiple methods of processing applicable co-pays
3. Mental Health Awareness materials

General System Requirements

1. Mobile adaptive/friendly
2. Scalable, single report writer for all aspects of the system
3. Ability to export reports directly into Microsoft Excel
4. Option for 100% paperless processing

Interfaces

1. Ability to interface with a third-party system for which the vendor does not have a standard interface. Describe the architecture/tools/process that would be followed to complete the interface.
2. Identify the format(s) in which data can be exported from the system

Maintenance Agreement/System Upgrades

1. Proposal must specify response time for trouble calls.
2. Proposals must specify the process involved in system upgrades.
3. Is the cost of system upgrades included in the basic agreement or are there additional fees?
4. Is training provided on such upgrades?
5. Is customization available without incurring additional fees? This may include, but is not limited to, custom reports, custom input fields, etc.

Sales and Service Support

Sales and service support must provide unlimited and immediate access to support. One phone number for all support needs should be provided by the vendor. Please provide the address and telephone number for the Sales & Service.

Technical Support

Technical support must provide 24/7 access to support. One phone number for all support needs should be provided by the vendor.

Cost Proposal

Vendor shall prepare a detailed cost proposal outlining one-time implementation/setup/training costs, annual license fees, other monthly or quarterly reports if not included in routine processing fees, and/or any other routine/recurring system or processing costs.

Implementation Schedule

1. Vendor shall provide the proposed implementation schedule presented in the form of a series of tasks to be accomplished during the project. This shall include a project schedule and milestone expectations.
2. Vendor shall assume that the start date for said schedule begin no later than August 1, 2020 with a desired transition date of January 1, 2021.

Experience and References

1. Offeror must have a demonstrated service history.
2. Offeror must be able to provide at least three client references to provide background of prior service, reliability and work experience.

Technical Requirements

1. Offeror must be able to communicate live with Northland Pioneer College staff during normal Northland Pioneer College business hours, 8:00 a.m. to 5:00 p.m. – Arizona Time (GMT-7).
2. The Offeror will commit that the awarded Agreement:
 - a. Shall be the lowest available pricing (net to buyer) to Education.
 - b. Shall provide products and services that meet or exceed industry standard requirements.
3. The Offeror will commit that its awarded Agreement with NPC:
 - a. Shall comply with all applicable federal laws and regulations.
 - b. Shall comply with all applicable state and local laws and regulations.

Additional Requirements

Offeror may propose innovative ideas, new concepts, and alternative partnership arrangements falling outside the specifications of this RFP. Added value services, incentives, and economic solutions beyond the scope of this RFP may be considered in addition to specified statement of work. Examples may include:

1. Value-added attributes, products and services are items offered in addition to the products and services requested in the statement of work that add value to those items being proposed.
2. A value-add would include a program or service that further serves NPC's needs above and possibly beyond standard expectation and complements the service offering.
3. Willingness to work with NPC on a sponsorship program, if requested.
4. Incentives to NPC for early payment.

NPC may accept an offer under this RFP demonstrating such a significant change or improvement that it considers being breakthrough advancement to the services being sought.

ATTACHMENT 1: *Exceptions*

Terms & Conditions Acceptance Form

Signature on Attachment “3” certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

We take the following exceptions to the Terms and Conditions

(Check the “None,” box if no exceptions are taken):

None

ATTACHMENT 2: *Insurance*

INSURANCE

1. *Insurance Requirements*

The Vendor, at Vendor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Arizona with policies and forms satisfactory to the College and possessing a current A.M. Best, Inc. Rating of B++6.

All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the College, constitute a material breach of the agreement.

The Vendor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the College shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the College.

All policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the College, its agents, representatives, directors, officers, and employees for any claims arising out of the Vendor's work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the College under such policies. The Vendor shall be solely responsible for deductible and/or self-insured retention and the College, at its option, may require the Vendor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The College reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The College shall not be obligated, however, to review same or to advise Vendor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Vendor from, or be deemed a waiver of the College's right to insist on, strict fulfillment of Vendor's obligations under the agreement.

The insurance policies, except Workers' Compensation, required by the agreement shall name the College, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.

REQUIRED COVERAGE

General Liability

Vendor shall maintain Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policies shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the agreement, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc's, Additional Insured, Form B CG20101185, and shall include coverage for Vendor's operations and products and completed operations.

CERTIFICATES OF INSURANCE

Prior to commencing Services under the agreement, Vendor shall furnish the College with Certificates of Insurance, or formal endorsements as required by the agreement, issued by Vendor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the agreement are in full force and effect.

In the event any insurance policy(ies) required by the agreement is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Vendor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the agreement, a renewal certificate must be sent to the College thirty (30) days prior to the expiration date.

All Certificates of Insurance required by the agreement shall be identified with a bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the College.

Automobile Liability

Vendor shall maintain and cause any subcontractors to maintain Commercial/Business Automotive Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Vendor's owned, hired, and non- owned vehicles assigned to or used in performance of the Vendor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Workers' Compensation (if required)

This Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Vendor's employees engaged in the performance of the work; and, Employer's

Liability insurance of not less than \$2,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the Vendor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Vendor.

ATTACHMENT 3: *Offer and Acceptance*

To Northland Pioneer College:

The undersigned hereby certifies understanding, compliance and acceptance of the Uniform Terms and Conditions as required by this solicitation. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number _____

Company Name _____

Address _____

City _____ State _____ ZIP _____

Toll Free Number _____ Fax _____

Printed Name _____ Title _____

***Authorized Signature** _____ *

Authorized Signer: Phone _____ Email _____

(This portion to be completed by Northland Pioneer College Only)

Acceptance of Offer and Contract Award

YOUR PROPOSAL IS HEREBY ACCEPTED:

As Contractor, you are now bound to sell the materials and/or services offered to and accepted by Northland Pioneer College in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

Awarded this _____ day of _____ 2019.

The Contractor will not commence any billable work or provide any material or service under this Contract unless and until Contractor receives a purchase order from Northland Pioneer College.

Maderia Ellison
Vice President for Administrative Services, Chief Financial Officer

ATTACHMENT 4: Tentative Schedule of Events

The timeline associated with this RFP is provided below:

Activity	Due Date
Request for Proposal issued	TBD
MANDATORY PRE-SUBMISSION CONFERENCE	TBD
Deadline for submission of RFP–related questions	TBD
NPC Response to RFP-related questions	TBD
3:00 PM PT Deadline for Receipt of Proposals	TBD
Acceptance and Execution of Agreement	TBD