

# Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will meet for a Regular District Governing Board Meeting, open to the public, on **October 19, 2021 beginning at 10:00 a.m.** The meeting will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona. The meeting can also be joined remotely using [WebEx](#). A passcode is required under certain circumstances and it is Oct21DGB.

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

The public is invited to check on addenda that may be posted up to 24 hours prior to the meetings. Copies of the meeting agenda may be obtained through the Office of the President, Northland Pioneer College, Painted Desert Campus, 2251 E. Navajo Blvd., Holbrook, AZ, telephone (928) 524-7418 or (800) 266-7845 Ext. 7418, at least 24 hours in advance of the meeting. If any disabled person needs any type of accommodation, please notify 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 18<sup>th</sup> day of October, 2021, at 10:00 a.m.

Paul Hempsey  
Recording Secretary to the Board

## NOTICE DISTRIBUTION

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

M I S S I O N

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

V I S I O N

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

V A L U E S

INTEGRITY  
INCLUSION  
ADAPTABILITY  
CIVILITY  
ACCESS

# Governing Board Meeting Agenda

Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona  
Or you can join on [WebEx](#) (Passcode Oct21DGB).

**Date:** October 19, 2021

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

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	<b>Call to Order and Pledge of Allegiance</b> .....	Chair Lucero
2.	<b>Adoption of the Agenda</b> ..... <b>(Action)</b>	Chair Lucero
3.	<b>Call for Public Comment</b> ..... <small>Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.</small>	Chair Lucero
4.	<b>Discussion Items:</b>	
	<b>A. Standing Presentations:</b>	
	1. <b><a href="#">Financial Position</a></b> ..... Vice President Ellison will provide a report on the financial position of the college for period July 1, 2021 to August 31, 2021.	VPAS Ellison
	2. <b>NPC Student Government Association (SGA)</b> .....	No Report
	3. <b>NPC Faculty Association</b> ..... Ryan Jones will provide faculty perspectives on the new NPC administration.	Ryan Jones
	4. <b><a href="#">Classified &amp; Administrative Staff Organization (CASO)</a></b> ..... CASO President, Ryan Orr, will provide a report on CASO activities highlighting the staff in Early College Programs.	Ryan Orr
	5. <b><a href="#">Northland Pioneer College (NPC) Friends and Family</a></b> ..... Director Wilson has provided a written report included in the Board packet.	Written Report
	6. <b><a href="#">Human Resources</a></b> ..... Staff has provided a report, included in the packet, and will be available to answer questions.	Written Report
	7. <b>Construction Report</b> ..... Construction Manager, Richard Strickland, will provide an update on the construction projects the college is engaged in.	Richard Strickland
	8. <b>President's Report</b> ..... President Hazelbaker will provide a report on activities from the President's office since the September meeting.	President Hazelbaker
	<b>B. Student Success Alliance Report</b> ..... Melody Niesen and Ryan Jones will report on attendance at the Community College Research Center Summer Institute, the Ask, Connect, Inspire, and Plan framework, and some of the group's goals for 2021-22.	Melody Niesen/Ryan Jones
	<b>C. Office of Accessibility and Inclusion (OAI) Services</b> ..... Sandy Manor, OAI Coordinator, will provide an overview of the services available through the office.	Coordinator Manor
	<b>D. <a href="#">NPC Component Unit Financial Audit NPC Friends and Family 2020-21</a></b> ..... Amber Hill, Director of Financial Services, will review the completed financial audit for Friends and Family.	Director Hill
	<b>E. <a href="#">NPC Component Unit Financial Audit Northeast Arizona Training Center (NATC) 2020-21</a></b> ..... Vice President Ellison will review the completed financial audit for NATC.	VPAS Ellison
	<b>F. <a href="#">Review of Fiscal Year 23 Budget Assumptions and Guidelines</a></b> ..... Vice President Ellison will provide a first read of the budget assumptions and guidelines to be used for Fiscal Year 23 planning purposes.	VPAS Ellison

- G. [Key Result Indicators](#) ..... President Hazelbaker  
President Hazelbaker will present the Key Result Indicators for each of the Strategic Goal Areas approved by the Board
  
- 5. **Consent Agenda for Action** ..... Chair Lucero
  - A. [September 21, 2021 Board Meeting Minutes](#)
  - B. [September 28, 2021 Board Retreat Minutes](#)
  - C. [Policy 1102 - Equal Opportunity, Harassment and Nondiscrimination](#)
  - D. [2020-22 Dual Enrollment Intergovernmental Agreements](#) between Navajo County Community College District and Show Low USD.
  - E. [2021-22 TALON Intergovernmental Agreements](#) between Navajo County Community College District and Joseph City USD; Sanders USD; Sequoia Village School; Shonto Preparatory School.
  
- 6. **For Discussion and Possible Action:**
  - A. **Old Business**
    - 1. [Request to Re-approve Purchase of SMART Board Displays with Mounts](#) ..... CIO Estes  
CIO Estes will ask the Board for re-approval the purchase of equipment for an increased cost.
  - B. **New Business:**
    - 1. [Request to Accept Open Textbook Grant](#) ..... Dean Ma  
Dean Ma will review a request to accept funds awarded to the college through the Textbooks for Rural Arizona Grant.
  
- 7. **DGB Agenda Items and Informational Needs for Future Meetings** ..... Chair Lucero
  
- 8. **Board Report/Summary of Current Events**..... Board Members
  
- 9. **Announcement of Next Regular Meeting**.....**November 16, 2021** Chair Lucero
  
- 10. **Adjournment**..... 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 regarding any items in sections 5 and 6. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.



## Northland Pioneer College

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

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2021 to August 30, 2021

Budget Period Expired

17%

Tax Supported Funds				
	Revised Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Primary Tax Levy	15,955,424	32,829	97,073	1%
Transwestern	-	-	(317,280)	
State Aid:				
Maintenance and Operations	1,512,300	-	378,075	25%
Equalization	9,171,000	-	2,292,750	25%
Rural Aid	1,640,200	410,050	410,050	25%
Tuition and Fees	4,400,000	444,281	810,346	18%
Investment earnings	500,000	27,927	50,889	10%
Grants and Contracts	1,512,800	6,221	11,815	1%
Other Miscellaneous	200,000	31,035	43,103	22%
Fund Balance	2,200,000	-	-	0%
Transfers	(3,674,400)	-	(125,799)	3%
<b>TOTAL REVENUES</b>	<b>\$ 33,417,324</b>	<b>\$ 952,343</b>	<b>\$ 3,651,022</b>	<b>11%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	21,040,010	1,277,822	2,517,569	12%
Operating Expenditures	12,377,314	638,719	1,289,012	10%
<b>TOTAL EXPENDITURES</b>	<b>\$ 33,417,324</b>	<b>\$ 1,916,541</b>	<b>\$ 3,806,581</b>	<b>11%</b>
<b>Current Month</b>				
		Actual	Y-T-D Actual	%
<b>REVENUES</b>				
State Aid:				
Capital/STEM	319,700	-	79,925	25%
Fund Balance	12,540,000	52,973	62,378	0%
Transfers In	2,974,400	201,547	201,547	7%
Transfers In - HEERF	1,320,000		-	0%
<b>TOTAL REVENUES</b>	<b>\$ 17,154,100</b>	<b>\$ 254,520</b>	<b>\$ 343,850</b>	<b>2%</b>
<b>EXPENDITURES</b>				
Capital Expenditures - WMC Facilities	9,580,000	52,973	62,378	1%
Capital Expenditures - Other	7,574,100	279,392	281,472	4%
<b>TOTAL EXPENDITURES</b>	<b>\$ 17,154,100</b>	<b>\$ 332,365</b>	<b>\$ 343,850</b>	<b>2%</b>



NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
 Statement of Financial Position  
 July 1, 2021 to August 30, 2021

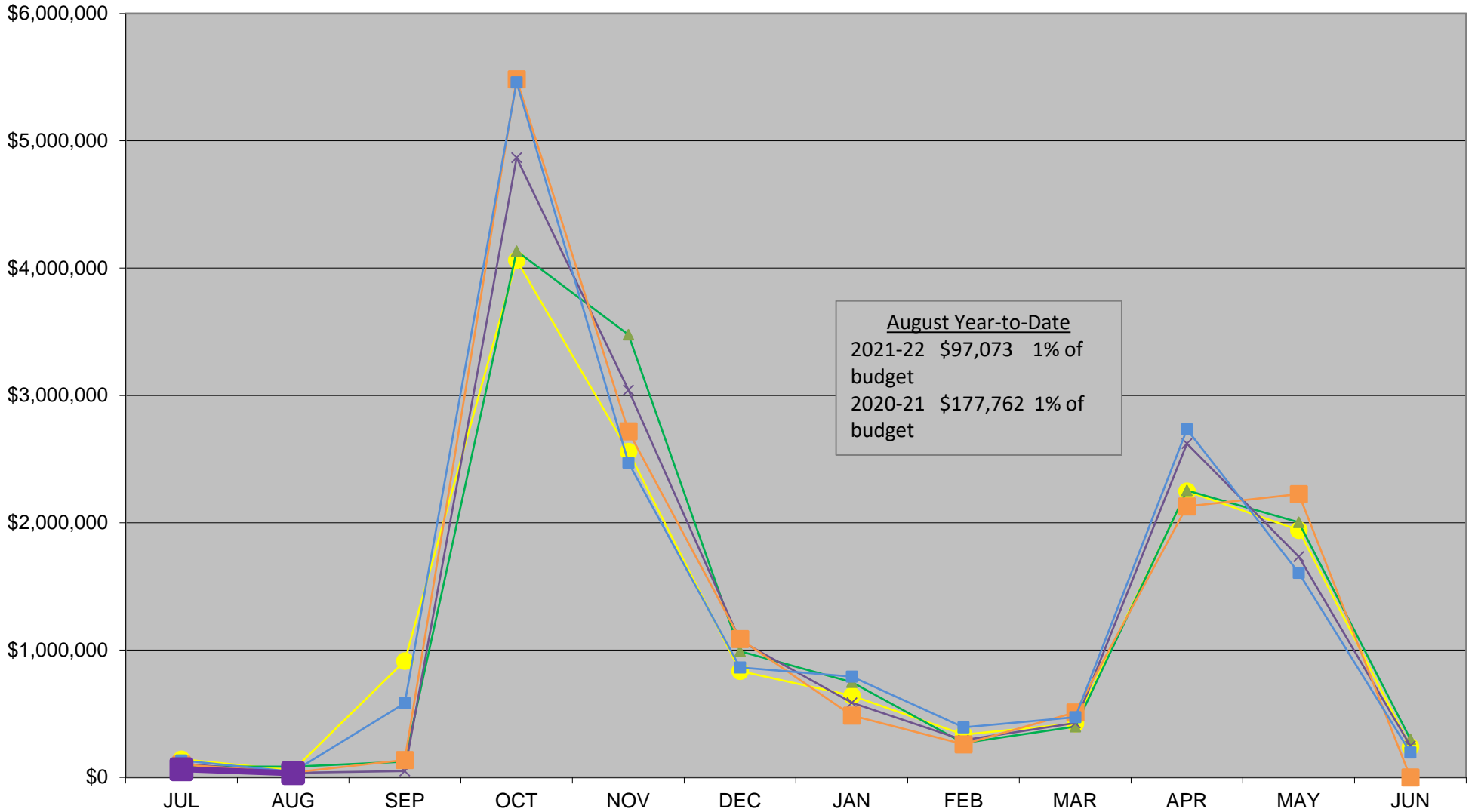
Budget Period Expired 17%

Restricted and Auxiliary Funds				
	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Grants and Contracts	8,250,000	116,939	132,237	2%
Fund Balance				
Transfers In	500,000		125,000	25%
Transfers Out - HEERF	(1,320,000)	-	-	0%
<b>TOTAL REVENUES</b>	<b>\$ 7,430,000</b>	<b>\$ 116,939</b>	<b>\$ 257,237</b>	<b>3%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	915,453	99,340	205,352	22%
Operating Expenditures	6,514,547	993,717	1,070,236	16%
<b>TOTAL EXPENDITURES</b>	<b>\$ 7,430,000</b>	<b>\$ 1,093,057</b>	<b>\$ 1,275,588</b>	<b>17%</b>
	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Sales and Services	150,000	11,834	20,589	14%
Fund Balance				
Transfers	200,000	-	799	0%
<b>TOTAL REVENUES</b>	<b>\$ 350,000</b>	<b>\$ 11,834</b>	<b>\$ 21,388</b>	<b>6%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	206,816	6,950	16,414	8%
Operating Expenditures	143,184	2,089	2,179	2%
<b>TOTAL EXPENDITURES</b>	<b>\$ 350,000</b>	<b>\$ 9,039</b>	<b>\$ 18,593</b>	<b>5%</b>

Cash Flows	
Cash flows from all activities (YTD)	\$4,273,497
Cash used for all activities (YTD)	\$5,444,612
Net Cash for all activities (YTD)	(\$1,171,115)

### Monthly Primary Property Tax Receipts

◆ 2016-17   
 ▲ 2017-18   
 ✕ 2018-19   
 ■ 2019-20   
 ■ 2020-21   
 ■ 2021-22 Aug YTD



# CLASSIFIED & ADMINISTRATIVE STAFF ORGANIZATION

CASO

OCTOBER 2021



# CURRENT PROJECTS

- In the process of awarding 3 student scholarships
- Currently moving forward with proposals for Professional Development and for Tuition Waivers for Temporary Employees
- Meeting with FA leadership and Dr. Hazelbaker to discuss college-wide topics. CASO is inspired and motivated to work alongside the Faculty, Administration, and Dr. Hazelbaker to tackle issues facing our institution, and we believe in our collective ability to realize our vision and serve our students.

# Staff Highlights

## Early College Programs

# Early College Advisors



**Rochelle Smith**  
(Chinle, Ganado,  
Holbrook, Hopi,  
Joseph City, Red Mesa,  
Winslow)



**Karen Zimmerman**  
(Mogollon, Monument  
Valley, Northern Arizona  
Academy, Sequoia,  
Shonto, Show Low,  
Snowflake)



**Ryan Orr**  
(Alchesay, Blue Ridge,  
Dishchii'bikoh, Round  
Valley, St Johns, Valley  
Window Rock)

Our fearless leader



**April Horne**  
(Interim Director of Early  
College Programs)



# What are we busy with?

- Advising students, parents, and schools through the processes of NAVIT, TALON, Dual Enrollment, and the Early College Tuition Waiver
- Updating student files and data for tracking and audit purposes
- Helping students (and teachers) navigate the application process to prepare for registration
- Registering students in all programs, adjusting for adds and drops, reviewing all class rosters
- Going on location to visit over 20 schools in our service area for the purposes of registration, advising, presentations, and orientations

**Early College Programs recently finished  
over 3,000 Registrations for our  
high school partners!**

**We are looking forward to the rest of the  
academic year!**

**Many Thanks to the DGB  
for allowing CASO to share!**





**October 11, 2021**

**NPC District Governing Board**

**Dear Board Chair Lucero and Representatives Laughter, Jouen, Leslie, and Robinson,**

While I am taking annual leave on October 19, I am pleased to provide you with a brief on happenings with NPC Friends and Family since our last meeting.

**Scholarships and Fund/Friend Raising:**

Our application window for Spring 2022 NPCFF scholarships opened on Friday, October 1 and will close on Wednesday, November 10 at 12:00 noon, MST. Here is a link to all NPCFF scholarships currently open: <https://www.npc.edu/scholarships?keywords=npc+friends+and+family> . If you click on any open NPCFF scholarship, you will find links for tips on writing the scholarship essay, including a link to a YouTube tutorial on how to write a scholarship essay and seek scholarships. I have taught my scholarship essay workshop in September and October via Zoom to the college's chapter of Phi Theta Kappa (PTK) and to all students enrolled in Early Childhood Development (ECD), and in-person to seniors at Round Valley and Snowflake High Schools. The PTK workshop was open to all NPC students and was the session recorded for YouTube. The ECD class emphasized the Claude Millet Endfield Early Childhood Development scholarship. In addition to Michaela Nez of St. Michaels and Amandalynn Truax of Fort Apache, we have awarded a third Endfield scholarship to Tristina Foshee of Holbrook.

Our friends, "AndyVon", who funded the AndyVon Transportation Grants for Native American students have pledged to donate \$200,000.00 to their endowment fund each year, until 2026-27. AndyVon would like to provide twenty \$1,000.00 transportation grants each semester. They would also like me to award 5% of whatever balance remains, after the transportation grants are made, for academic scholarships for Native American students. They want the 5% awarded, regardless of gain or loss in the markets, until the balance is spent down. This is a unique arrangement: an endowment, but not in perpetuity! I created a spreadsheet to show the 5% spend-down; NPCFF will continue to provide AndyVon scholarships until at least 2041!

**Community Outreach**

I continue to prioritize community outreach, both for its benefit to NPCFF and to the college. I have been joined in the past month by Dr. Hazelbaker at the city councils of Pinetop-Lakeside, Eagar, and Winslow. In Eagar, we were accompanied by my NPCFF board president, Terry Shove, in meeting with Travis Udall, the new CEO of White Mountain Regional Medical and with Apache County Superior Court Judge Michael Latham, founder of two innovative youth centers: The Loft, in St. Johns, and the new Lodge in Eagar. Dr. Hazelbaker was also the October guest speaker for Good Morning, Winslow. I am extremely pleased to report to you how warmly Dr. Hazelbaker was received by these constituents, and how positively he represents Northland Pioneer College, and NPC Friends and Family. He greatly advances our potential to meet the needs of our communities and better serve NPC students. I appreciate your choice in selecting him as our president, and I am excited for what the future holds.

I look forward to seeing you again at the November meeting, when I will report on the outcome of the Spring 2022 scholarship cycle. We have an unprecedented total of approximately \$60,000.00 to award!

**Warmest regards,**

*Betsyann Wilson*, Executive Director

**NPC Friends & Family**

Betsy.wilson@npc.edu

928-536-6245

*Never believe that a few caring people can't change the world. For indeed, that's all who ever have. -Margaret Mead*

**DGB Human Resources Update  
October 4, 2021**

**OPEN POSITIONS**

1. **Community & Corporate Learning Specialist North** – Open until filled. 7 applicants
2. **Computer Information System Faculty & Department Chair** – Open until filled. 3 applicants
3. **Database Administrator (DBA)** – Open until filled. 10 applicants.
4. **Faculty in Chemistry** – October 31, 2021. 3 applicants
5. **Faculty in Nursing** – Open until filled. 0 applicants.
6. **FIPSE Early College Facilitator** – Open until filled. 1 applicant
7. **FIPSE Grant Project Director** – Open until filled. 1 applicant
8. **Network Technician I** – Open until filled. 7 applicants
9. **Network Technician II** – Open until filled. 3 applicants.
10. **Support Center Operator** – Open until filled. 12 applicants
11. **TAS Specialist, Safety & Security Systems Specialist** – Open until filled. 0 applicants
12. **Technology Support Technician** – Open until filled. 8 applicants

**CLOSED & IN REVIEW**

1. **Administrative Assistant to the Dean of Career & Technical Education** - Closed. 9 applicants

**FILLED**

1. **Maintenance I** – Abel Cepeda will start October 18, 2021. Mr. Cepeda has thirteen years of maintenance supervisor experience. Mr. Cepeda resides in Holbrook, Arizona.

## **NPC Component Unit Financial Audit NPC Friends and Family 2020-21**

### **Summary:**

NPC Friends and Family (NPCFF) is a separate legal entity but is considered a component unit of Northland Pioneer College (NPC) as defined by the Governmental Accounting Standards Board (GASB) Statement of Standards No. 14. NPCFF Financial Statements are therefore included in the audited financial statements for NPC by discrete presentation.

BDR Richards, CPA's, PLC, completed the FY 2020-21 financial audit for NPCFF August 27, 2021. The auditor issued an opinion that the financial statements were presented fairly, in all material respects and in conformity with Generally Accepted Accounting Principles (GAAP.)

Below are brief highlights from the report:

- Total Assets increased by \$606,990 due to unrestricted contributions and donations to endowed scholarship funds, including the Claude Endfield, Lisitzky and Prescott Winslow Memorial fund. Several new memorial scholarships were established: The Arvin Palmer, PhD, Memorial Scholarship, Corky Elikann Memorial Scholarship for Alchesay High School, NPC On the House, and the Doris Reed Nursing Scholarship. Two new endowments were also established; the Taking Flight Scholarship in Memory of Dr. Eric B. Henderson, and the AndyVon Fund.
- Total Net Assets increased by \$606,990 as a net result of the above activity.
- Total revenue increased \$519,605 primarily due to increased donor activity, which includes sponsorships for special events.
- Total expenses decreased by \$21,606 due to shift in scholarships awarded, and a decrease in general operating expenses.
- Overall, cash position increased \$202,301, again primarily due to the increase in donor activity offset by investing activity.

The final FY 2020-21 Financial Statements are included for additional review.

**NORTHLAND PIONEER COLLEGE FRIENDS AND FAMILY, INC.**



**FINANCIAL STATEMENTS  
JUNE 30, 2021 and 2020**



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## Independent Auditor's Report

To the Board of Directors  
Northland Pioneer College Friends and Family, Inc.  
Snowflake, AZ 85937

### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Northland Pioneer College Friends and Family, Inc., which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our Responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northland Pioneer College Friends and Family, Inc. as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*BDR Richards, CPA's PLLC*

Snowflake, AZ  
August 27, 2021

	<u>2021</u>	<u>2020</u>
<b>Assets</b>		
Cash - checking and savings	\$ 186,475	\$ 130,042
Cash - checking and savings - restricted	179,632	33,764
Investments - marketable securities	458,341	377,951
Investments - marketable securities - restricted	643,218	312,130
Real estate held for investment	-	6,789
	<u>                    </u>	<u>                    </u>
Total assets	<u>\$ 1,467,666</u>	<u>\$ 860,676</u>
<b>Net Assets</b>		
Without donor restrictions		
Undesignated	701,155	136,830
Designated by the Board for endowment	393,292	527,770
Designated by the Board for scholarships	179,632	33,764
	<u>1,274,079</u>	<u>698,364</u>
With donor restrictions		
Purpose restrictions	<u>193,587</u>	<u>162,312</u>
	<u>                    </u>	<u>                    </u>
Total net assets	<u>1,467,666</u>	<u>860,676</u>
	<u>                    </u>	<u>                    </u>
Total liabilities and net assets	<u>\$ 1,467,666</u>	<u>\$ 860,676</u>

	<b>Without Donor Restrictions</b>	<b>With Donor Restrictions</b>	<b>Total</b>
<b>Revenues and other support</b>			
Contributions	\$ 102,228	\$ 399,718	\$ 501,946
Interest and dividends	37	-	37
Net investment return	71,213	98,173	169,386
Gross special events revenue	44,977	-	44,977
Less cost of direct benefits to donors	(48,886)	-	(48,886)
Net special events revenue	(3,909)	-	(3,909)
Net assets released from restrictions	166,396	(166,396)	-
Total revenues and other support	335,965	331,495	667,460
<b>Expenses</b>			
Program services expense			
Scholarships	23,365	23,449	46,814
Total program expenses	23,365	23,449	46,814
Supporting services expense:			
Management and general	13,656	-	13,656
Total supporting services expense	13,656	-	13,656
Total expenses	37,021	23,449	60,470
<b>Change in net assets</b>	298,944	308,046	606,990
<b>Net assets, beginning of year</b>	700,652	160,024	860,676
<b>Net assets, end of year</b>	\$ 999,596	\$ 468,070	\$ 1,467,666

	<b>Without Donor Restrictions</b>	<b>With Donor Restrictions</b>	<b>Total</b>
<b>Revenues and other support</b>			
Contributions	\$ 35,768	\$ 49,659	\$ 85,427
Interest and dividends	30	-	30
Net investment return	3,122	5,588	8,710
Gross special events revenue	77,311	-	77,311
Less cost of direct benefits to donors	<u>(23,623)</u>	<u>-</u>	<u>(23,623)</u>
Net special events revenue	53,688	-	53,688
Net assets released from restrictions	<u>94,692</u>	<u>(94,692)</u>	<u>-</u>
Total revenues and other support	<u>187,300</u>	<u>(39,445)</u>	<u>147,855</u>
<b>Expenses</b>			
Program services expense			
Scholarships	29,586	9,615	39,201
Scholarships - Other	<u>25,301</u>	<u>-</u>	<u>25,301</u>
Total program expenses	<u>54,887</u>	<u>9,615</u>	<u>64,502</u>
Supporting services expense:			
Management and general	<u>17,574</u>	<u>-</u>	<u>17,574</u>
Total supporting services expense	<u>17,574</u>	<u>-</u>	<u>17,574</u>
Total expenses	<u>72,461</u>	<u>9,615</u>	<u>82,076</u>
<b>Change in net assets</b>	114,839	(49,060)	65,779
<b>Net assets, beginning of year</b>	<u>585,813</u>	<u>209,084</u>	<u>794,897</u>
<b>Net assets, end of year</b>	<u>\$ 700,652</u>	<u>\$ 160,024</u>	<u>\$ 860,676</u>

	<u>2021</u>	<u>2020</u>
<b>Cash flows from operating activities</b>		
Cash received from contributions	\$ 501,946	\$ 85,427
Cash received from special events	44,977	77,311
Payments for scholarships	(46,814)	(64,502)
Payments to vendors	(62,541)	(41,196)
Interest and dividends received	37	30
	<u>437,605</u>	<u>57,070</u>
Net cash provided by (used in) operating activities		
<b>Cash flows from investing activities</b>		
Purchase of investments	<u>(235,304)</u>	<u>(69,923)</u>
Net cash used in investing activities	<u>(235,304)</u>	<u>(69,923)</u>
Net increase (decrease) in cash	202,301	(12,853)
<b>Cash and cash equivalents, beginning of year</b>	<u>163,806</u>	<u>176,659</u>
<b>Cash and cash equivalents, end of year</b>	<u>\$ 366,107</u>	<u>\$ 163,806</u>

## **NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The significant accounting policies of Northland Pioneer College (NPC) Friends and Family, Inc. (the Organization) are described below to enhance the usefulness of the financial statements to the reader.

### Nature of the Organization

The Organization is a not-for-profit corporation operating in accordance with Section 501(c)(3) of the Internal Revenue Code. The Organization is located in Snowflake, Arizona, and provides supplemental philanthropic support for students, and programs and services that advance the mission of Northland Pioneer College (NPC). The Organization receives cash contributions, gifts, and administers and invests securities and property; conducts special-event fundraisers; and disburses payments to the College for educational purposes.

### Basis of Accounting

The financial statements have been prepared following the U.S. GAAP Financial Reporting Framework, using the accrual basis of accounting, in conformity with accounting principles generally accepted in the United States of America.

### Financial Statement Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets in accordance with the existence or absence of donor restrictions.

### Income Taxes

The Organization is a public non-profit organization and is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and Section 43-1201 of the Arizona Revised Statutes. Therefore, the accompanying financial statements contain no provision or liability for income taxes. In addition, the Organization qualifies for the charitable deduction under Internal Revenue Section 170(b)(1)(A).

The Organization files information tax returns with the U.S. federal government.

### Use of Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles (GAAP) in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

### Contributions

The Organization records contributions received as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor-imposed restrictions.

### Endowment Funds

The Organization is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA), which requires enhanced disclosures for all its endowment funds. UPMIFA provides the Organization with guidance on accounting for the net asset classification of endowment funds.

### Discounted or Donated Goods and Services

The Organization receives certain discounted or donated goods and services that directly benefit NPC and the Organization. Amounts for these discounts and donations have been included in the accompanying financial statements to the extent that a measurable basis exists for their fair values and the corresponding benefit to the Organization. These discounted or donated goods and services that are received by the Organization for no value in return are recorded as program and support service expenses and as in-kind donations and are reflected in the financial statements at their fair values. If donated goods merely pass through the Organization to charitable beneficiaries, and if the Organization is only an agent for the donors, no contribution is recorded.



## **NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

### Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid debt instruments with maturities of three months or less to be cash equivalents.

### Property Held for Sale

Certain assets are received from donors by the Organization and are held for resale. Such assets are recorded at approximate fair market values at the date of donation which approximates their fair value at the dates of the Statements of Financial Position. As of June 30, 2021 the organization does not have any property held for sale.

### Investments

Investments are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the statements of financial position. Net investment return/(loss) is reported in the statements of activities and consists of interest and dividend income, realized and unrealized capital gains and losses, less external and direct internal investment expenses. Investment advisory fees were \$11,158 for the year ended June 30, 2021 and \$7,774 for the year ended June 30, 2020.

### Accounts Receivable

Accounts are determined to be delinquent on an individual basis depending on the nature of the receivable and are written off when deemed uncollectible in management's opinion.

### Property & Equipment

Purchased property and equipment are capitalized at cost. Donations of property and equipment are recorded as contributions at their estimated fair value on the date of donation. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

### Date of Management's Review

Management has reviewed events subsequent to June 30, 2021 up through the date the financial statements were available to be issued, August 27, 2021, to evaluate their effect on the fair presentation of the financial statements. As of the date the financial statements were available to be issued, there have been no events subsequent to June 30, 2021 that are required to be disclosed in order to present fairly the financial position and changes in net assets of the Organization.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

*Net Assets Without Donor Restrictions* – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The governing board has designated, from net assets without donor restrictions, net assets for an operating reserve and board-designated endowment.

*Net Assets With Donor Restrictions* – Net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively. Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met.

**NOTE 2 – LIQUIDITY AND AVAILABILITY**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

Financial assets at year end:	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$366,107	\$163,806
Investments	<u>1,101,559</u>	<u>690,081</u>
Total financial assets	1,467,666	853,887
Less amounts not available to be used within one year:		
Net assets with donor restrictions	193,587	162,312
Designated by the Board for scholarships	<u>179,632</u>	<u>33,764</u>
	<u>373,219</u>	<u>196,076</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$1,094,447</u>	<u>\$657,811</u>

Endowment funds consist of donor-restricted endowments and funds designated by the board as endowments. Income from donor-restricted endowments is restricted for specific purposes, with the exception of the amounts available for general use. Donor-restricted endowment funds are not available for general expenditure.

**NOTE 3 – FAIR VALUE MEASUREMENTS AND DISCLOSURES**

We report certain assets at fair value in the financial statements. Fair value is the price that would be received to sell an asset in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the reporting entity’s own assumptions about the assumptions market participants would use in pricing the asset based on the best information available. A three-tier hierarchy categorized the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets that we can access at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset, either directly or indirectly. These include quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset. In these situations, we develop inputs using the best information available in the circumstances.

A significant portion of our investment assets are classified within Level 1 because they comprise open-end mutual funds with readily determinable fair values based on daily redemption values.

The following table presents assets measured at fair value on a recurring basis at June 30, 2021:

Assets	Level 1	Level 3
Cash	\$ 366,107	\$ -
Endowment Investments	1,101,559	-
Total	<u>\$ 1,467,666</u>	<u>\$ -</u>

The following table presents assets measured at fair value on a recurring basis at June 30, 2020:

Assets	Level 1	Level 3
Cash	\$ 163,806	\$ -
Endowment Investments	690,081	-
Real Estate Investments	-	6,789
Total	<u>\$ 853,887</u>	<u>\$ 6,789</u>

**NOTE 4 - PROPERTY & EQUIPMENT**

There is no listed property and equipment for the Organization.

**NOTE 5 - RELATED PARTIES**

Northland Pioneer College provides the Organization with office space at no cost. Similarly, there is no charge for related items, such as utilities, insurance, and overhead. The value of these expenses is deemed minimal and has not been reflected on the financial statements as of June 30, 2021 or June 30, 2020.

## NOTE 6 - ENDOWMENT FUNDS

As of June 30, 2021, NPC Friends and Family's endowments consisted of the following funds: One fund established for the Martia A. Smith Memorial Art Scholarship, one for the Charles E. Listizky Scholarship, one for Prescott Winslow Memorial Scholarship, one for the Claude Endfield Early Childhood Scholarship Fund, one for Jon Graff Ph.D. for endowed scholarships, one for Jennifer Lee Witt Memorial Scholarship, one for Taking Flight Scholarships in memory of Dr. Eric B. Henderson, and one for NPC Friends and Family. The latter was established in October 2014 to assure the future viability of the organization.

As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of NPC Friends and Family has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, NPC Friends and Family classifies as permanently restricted net assets the original value of gifts donated to the permanent endowment and the original value of subsequent gifts to the permanent endowment.

The remaining portion of the donor-restricted endowment fund earnings that are not classified in permanently restricted net assets are classified as temporarily restricted net assets, until those amounts are appropriated for expenditure by NPC Friends and Family in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, NPC Friends and Family considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) The duration and preservation of the various funds; (2) The purposes of the donor-restricted endowment funds; (3) General economic conditions; (4) The possible effect of inflation and deflation; (5) The expected total return from income and the appreciation of investments; (6) Other resources of NPC Friends and Family; and (7) NPC Friends and Family's investment policies.

The six endowments are managed in separate investment accounts. Transactions within each individual endowment are based on the unit market value at the end of the month during which the transaction takes place for withdrawals and additions. It is the goal of NPC Friends and Family that the total return from each endowment investment should be adequate to meet the following objectives:

- Preserve investment capital and its purchasing power
- Generate sufficient resources to meet spending needs (payout)
- Attain reasonable capital appreciation, through prudent acceptance of risk, to enhance the future purchasing power of the investment capital.

As of June 30, 2021, the endowment assets were invested in marketable securities with Edward Jones. The investments were fully insured by the Securities Investor Protection Corporation (SIPC).

All endowment investments are carried at fair value and classified as non-current regardless of maturity due to restrictions limiting NPC Friends and Family's ability to use these investments. Each endowed account shall have a minimum of \$10,000, said amount to be reached within a three (3) year period from the time of initial donation, which must be at least \$5,000. If, after the three (3) year period has expired, the account has not reached the minimum level prescribed, the contributors to the fund shall have two options: (a) Award the existing amount over a designated period; or (b) authorize combining the fund with another, compatible, existing endowment fund. The three-year period may be waived if a plan has been designed with another approved time period and approved by the Board of Directors. All interest earned in developing endowed accounts shall revert to the fund corpus during the three-year period. No awards shall be made from the developing fund during the three-year period, unless the minimum balance of \$10,000 is reached prior the end of the three-year period. For June 30, 2021, all funds had balances greater than \$10,000.

**NOTE 6 - ENDOWMENT FUNDS (continued)**

The contributor to the fund may impose additional provisions for the scholarships paid from endowments. In the fiscal year ending June 30, 2021, transfers were made from the investment earnings on select endowed scholarships to the Restricted Scholarship fund. It was determined there were sufficient gains on the investments to make the awards without invading the principal and preserving sufficient return to keep the fund growing in perpetuity. To ensure observance of limitations and restrictions placed on the use of resources available to NPC Friends and Family, net assets, revenues and expenses are classified and reported as follows, based on the existence or absence of donor-imposed restrictions.

*Net Assets with Donor Restrictions* - include permanent endowments. Such funds are generally subject to donor restrictions requiring the principal to be invested in perpetuity for the purpose of producing income that may be expended or added to principal in accordance with the donor’s wishes. As of June 30, 2021, the Martia A. Smith Memorial Art Scholarship endowment agreement requires the average rate of inflation for the prior calendar year (approximately 0.0% and 1.6%, respectively) of investment earnings to be added back to permanently restricted funds. Contributions designated by donors for use by particular entities or programs or for specific purposes or earnings from permanently restricted endowments, which have not been appropriated for their intended purpose. Term endowments are temporarily restricted, because they are permanent-type endowments, which include an expiration date or stated period of time or occurrence of a specified event, after which all or part of the principal may be expended.

*Net Assets without Donor Restrictions* - are not subject to donor-imposed restrictions. They also include Board Restricted endowments, of which the corpus can be invaded upon a vote by the Board. The NPC Friends and Family Endowment, established October 2014, falls into this category.

As of June 30, 2021 and 2020, the Organization had the following net asset composition by type of fund:

	2021		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	\$ 527,770	\$ 162,311	\$ 690,081
Investment return, net	78,002	98,173	176,175
Contributions	268,624	233,322	501,946
Distributions from board-designated endowment pursuant to policy	(259,854)	-	(259,854)
Endowment net assets, end of year	<u>\$ 607,753</u>	<u>\$ 493,806</u>	<u>\$ 1,101,559</u>
	2020		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	\$ 448,360	\$ 163,089	\$ 611,449
Investment return, net	3,122	5,588	8,710
Contributions	76,288	9,139	85,427
Distributions from board-designated endowment pursuant to policy	-	(15,505)	(15,505)
Endowment net assets, end of year	<u>\$ 527,770</u>	<u>\$ 162,311</u>	<u>\$ 690,081</u>

**NOTE 7 - FUNCTIONAL EXPENSES**

	2021		
	Program Services	Support Services	Total
Bank service charges	\$ -	\$ 59	\$ 59
Contract services	-	6,000	6,000
Insurance	-	1,009	1,009
Office expenses	-	6,588	6,588
Event expenses	48,886	-	48,886
Scholarships	46,814	-	46,814
	<u>\$ 95,700</u>	<u>\$ 13,656</u>	<u>\$ 109,356</u>

	2020		
	Program Services	Support Services	Total
Bank service charges	\$ -	\$ 45	\$ 45
Contract services	-	5,500	5,500
Insurance	-	1,646	1,646
Office expenses	-	10,383	10,383
Event expenses	23,623	-	23,623
Scholarships	64,502	-	64,502
	<u>\$ 88,125</u>	<u>\$ 17,574</u>	<u>\$ 105,699</u>



## **NPC Component Unit Financial Audit Northeast Arizona Training Center 2020-21**

### **Summary:**

Northeast Arizona Training Center (NATC) is a separate legal entity but is considered a component unit of Northland Pioneer College (NPC) as defined by the Governmental Accounting Standards Board (GASB) Statement of Standards No. 14. NATC Financial Statements are therefore included in the audited financial statements for NPC by discrete presentation.

BDR Richards, CPA's, PLC, completed the FY 2020-21 financial audit for NATC on September 7, 2021. The auditor issued an opinion that the financial statements were presented fairly, in all material respects and in conformity with Generally Accepted Accounting Principles (GAAP.)

Below are brief highlights from the report:

- Total Assets and Total Net Assets decreased \$14,581 as a result of normal operations.
- Total operating revenue increased \$48,703 primarily due to the Legislative appropriation pass through from NPC of \$75,000.
- Total expenses decreased \$4,293, due to a decline in depreciation expenses.
- Overall Cash position increased \$34,142 due to unspent capital project funding.

The final FY 2020-21 Financial Statements are included for additional review.

NORTHEAST ARIZONA TRAINING CENTER, INC.



FINANCIAL STATEMENTS  
JUNE 30, 2021 AND 2020

NORTHEAST ARIZONA TRAINING CENTER, INC.  
Financial Statements  
June 30, 2021 and 2020

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**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Northeast Arizona Training Center, Inc.

We have audited the accompanying financial statements of Northeast Arizona Training Center, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2021, and 2020, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northeast Arizona Training Center, Inc. as of June 30, 2021, and 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

*BDR Richards, CPA's, PLLC*

Snowflake, AZ  
September 7, 2021

Northeast Arizona Training Center, Inc.  
 Statements of Financial Position  
 June 30, 2021 and 2020

	<b>2021</b>	<b>2020</b>
<b>Assets</b>		
Current assets		
Cash and cash equivalents	\$ 168,302	\$ 134,160
Contributions receivable	2,810	8,750
Prepaid expenses	17,050	14,952
Total current assets	188,162	157,862
Property and equipment		
Land	110,000	110,000
Construction in progress	46,597	-
Buildings	634,689	620,740
Training facilities	2,151,697	2,151,697
Other capital equipment	25,730	25,730
Less accumulated depreciation	(1,337,947)	(1,232,520)
Net property and equipment	1,630,766	1,675,647
Total assets	<b>\$ 1,818,928</b>	<b>\$ 1,833,509</b>
<b>Net Assets</b>		
Without donor restrictions-undesignated	1,818,928	1,833,509
Total net assets	1,818,928	1,833,509
Total liabilities and net assets	<b>\$ 1,818,928</b>	<b>\$ 1,833,509</b>

Northeast Arizona Training Center, Inc.  
 Statements of Activities  
 Years ended June 30, 2021 and 2020

	2021	2020
<b>Operating Revenue</b>		
Fire department membership fees	\$ 16,250	\$ 14,500
Law enforcement membership fees	15,000	16,250
Grants	75,000	24,800
Interest	26	23
Private agency usage	12,500	14,500
Total operating revenue	118,776	70,073
<b>Operating expenses</b>		
Administrative and office	27,930	26,476
Depreciation	105,427	111,174
Total operating expenses	133,357	137,650
<b>Operating income (loss)</b>	(14,581)	(67,577)
<b>Change in net assets</b>	(14,581)	(67,577)
<b>Net assets at beginning of year</b>	1,833,509	1,901,086
<b>Net assets at end of year</b>	\$ 1,818,928	\$ 1,833,509

Northeast Arizona Training Center, Inc.  
 Statements of Cash Flows  
 June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
<b>Cash flows from operating activities</b>		
Receipts from members and users	\$ 49,690	\$ 36,500
Grants	75,000	24,800
Interest income	26	23
Payments to vendors	<u>(30,028)</u>	<u>(27,097)</u>
Net cash provided by operating activities	94,688	34,226
<b>Cash flows from investing activities</b>		
Purchase of property and equipment	<u>(60,546)</u>	<u>-</u>
Net cash used in investing activities	(60,546)	-
<b>Net change in cash</b>	34,142	34,226
<b>Cash at beginning of year</b>	<u>134,160</u>	<u>99,934</u>
<b>Cash at end of year</b>	<u><u>\$ 168,302</u></u>	<u><u>\$ 134,160</u></u>
 <b>Reconciliation of change in net assets to net cash provided by operating activities:</b>		
<b>Change in net assets</b>	\$ (14,581)	\$ (67,577)
 <b>Adjustments to reconcile operating income to net cash provided by operating activities:</b>		
Depreciation	105,427	111,174
Changes in assets and liabilities:		
Contributions receivable	5,940	(8,750)
Prepaid expenses	<u>(2,098)</u>	<u>(621)</u>
Net cash provided by operating activities	<u><u>\$ 94,688</u></u>	<u><u>\$ 34,226</u></u>



Northeast Arizona Training Center, Inc.  
Notes to Financial Statements  
June 30, 2021

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The significant accounting policies of Northeast Arizona Training Center, Inc. (NATC) are described below to enhance the usefulness of the financial statements to the reader.

**Nature of the Organization**

NATC was incorporated as a not-for-profit organization in the state of Arizona in 2004. NATC's mission is to own and operate a certified all risk regional training center to meet the educational and testing needs of fire and law enforcement personnel in Northeast Arizona. The voting members of the board of directors of NATC are personnel of Northland Pioneer College (NPC). Due to the control exercised by Northland Pioneer College, NATC is considered to be a component unit of Northland Pioneer College. Northland Pioneer College provides certain personnel and other expenses incurred for the benefit of NATC. Northland Pioneer College holds some of its classes in the NATC's training facility and owns certain educational assets utilized in the training facility. The revenue raised and expenses incurred by Northland Pioneer College for the operation of the Northeast Arizona Training Facility are not included in these financial statements. The training facility is utilized by Fire and Law Enforcement personnel throughout Northeast Arizona. NATC derives its operating revenues primarily through membership dues paid by the various user agencies and through user fees charged to other private organizations. NATC receives state appropriations through NPC and recognizes the operating income as pass through grant revenue.

**Basis of Accounting**

The financial statements have been prepared following the U.S. GAAP Financial Reporting Framework, using the accrual basis of accounting, in conformity with accounting principles generally accepted in the United States of America.

**Net Assets**

NATC presents its financial statements in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification ASU 2016-14. Accordingly, NATC reports information regarding its financial position and activities according to revenues, gains, and losses that are classified based on the existence or absence of donor or grantor-imposed restrictions. Net assets and changes therein are classified and reported as follows:

*Net Assets Without Donor Restrictions* – Net assets available for us in general operations and not subject to donor (or certain grantor) restrictions.

*Net Assets With Donor Restrictions* – Net assets subject to donor – (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. At June 30, 2021, NATC had no net assets with donor restrictions, at June 30, 2020 NATC had no net assets with donor restrictions.

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from these estimates. The most significant estimate impacting NATC is the depreciable lives of fixed assets.

**Cash and Investments**

Highly liquid investments with an original maturity of three months or less are classified as cash equivalents and are stated at fair value.

**Property and Equipment**

NATC capitalizes all property and equipment expenditures with a cost of \$5,000 or more and having estimated useful lives of more than one year. Property and equipment are recorded at cost or, for donated items, at fair value as of the date received. Expenditures for minor replacements, maintenance and repairs are charged to expense when incurred. Property and equipment are depreciated using the straight-line method over estimated useful lives ranging from five to fifty years.

Northeast Arizona Training Center, Inc.  
Notes to Financial Statements  
June 30, 2021

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Contributions receivable**

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Conditional promises to give are not included as support until the conditions are met. As of June 30, 2021, contributions receivable consisted of unconditional promises to give in the amount of \$2,810. Contributions receivable in the year ended June 30, 2020, totaled \$8,750.

**Income Taxes**

NATC is a public non-profit organization and is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and Section 43-1201 of the Arizona Revised Statutes. Therefore, the accompanying financial statements contain no provision or liability for income taxes. Continued tax-exempt status is contingent on future operations being in compliance with the Internal Revenue Code.

**Revenue**

Revenue is recognized when earned and represent operational revenues. NATC recognizes grant revenue received through State appropriations as operational funding.

**Date of Management's Review**

Management has reviewed events subsequent, to June 30, 2021, up through the financial statement report date, September 7, 2021. As of the report date, there have been no events subsequent, to June 30, 2021, that are required to be disclosed in order to present fairly the financial position and changes in net assets of NATC.

**NOTE 2 – IN-KIND DONATIONS**

During the fiscal years ending June 30, 2021, and June 30, 2020, NATC did not receive any in-kind donations.

**NOTE 3 – CASH AND INVESTMENTS**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

<b>Cash and cash equivalents</b>	<b>2021</b>	<b>2020</b>
Cash - demand deposit	\$ 168,302	\$ 134,160
<b>Total unrestricted cash and cash equivalents</b>	<b>\$ 168,302</b>	<b>\$ 134,160</b>

NATC has no investments on June 30, 2021.

*Credit Risk* – NATC does not have a formal policy for credit risk.

*Custodial Credit Risk* – For an investment, custodial credit risk is the risk that, in the event of the counterparty's failure, NATC will not be able to recover the value of its investments held by NPC or collateral securities that are in an outside party's possession. NATC does not have a formal investment policy for custodial credit risk.

Northeast Arizona Training Center, Inc.  
Notes to Financial Statements  
June 30, 2021

**NOTE 3 – CASH AND INVESTMENTS (continued)**

*Concentration of Credit Risk* – NATC does not have a formal policy for concentration of credit risk.

*Interest Rate Risk* – NATC does not have a formal policy for interest rate risk.

**NOTE 4 – RELATED PARTY TRANSACTIONS**

Northland Pioneer College provides certain use of facilities and staff services which benefits NATC. However, since these provided facilities and services also benefit Northland Pioneer College's educational programs, no value for these amounts are recorded on NATC's financial statements. Northland Pioneer College pays all utility costs for NATC.

**NOTE 5 – PROPERTY AND EQUIPMENT**

Property and equipment consist of the following:

	<b>2021</b>	<b>2020</b>
Land	\$ 110,000	\$ 110,000
Construction in progress	46,597	-
Buildings	634,689	620,740
Training facilities	2,151,697	2,151,697
Other Capital Equipment	25,730	25,730
	2,968,713	2,908,167
Less accumulated depreciation	(1,337,947)	(1,232,520)
	\$ 1,630,766	\$ 1,675,647

Depreciation expense for the period ending June 30, 2021, was \$105,427 and for the period ending June 30, 2020, was \$111,174. Property and equipment categories not being depreciated include Land and Construction in progress.

**NOTE 6 - CASH FLOW INFORMATION**

There were no non-cash financing transactions during the fiscal years 2021 or 2020. NATC paid no interest or income tax during the fiscal years 2021 or 2020.

**NOTE 7 – FUNCTIONAL EXPENSES**

Functional expenses are classified on the Statements of Activities for the years ending June 30, 2021, and 2020 by nature and function.

## **Review of Fiscal Year 23 Budget Assumptions and Guidelines**

**Summary:**

Staff will review preliminary Budget Assumptions and Guidelines for fiscal year 2022-23 (FY23).

**Northland Pioneer College**  
**Preliminary Budget Development Assumptions**  
**FY23**

**GENERAL ASSUMPTIONS**

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

**REVENUE ASSUMPTIONS**

- State appropriations for equalization is expected to increase compared to current fiscal year, offset by a decrease to operating state aid. Any rural aid received will be less than the current year.
- Tuition revenues will show an increase compared to the prior year. The upcoming year will not include a tuition waiver that was implement to help with the impacts of COVID-19 in the current year. Enrollment is declining.
  - The District Governing Board adopted a three-year tuition plan in FY20, which was amended in FY21 to include a new **in-district rate** for the remaining years.
    - FY2021 \$79 per in-state credit hour
    - FY2122 \$82 per in-state credit hour; \$65 in-district credit hour
    - FY2223 \$85 per in-state credit hour; \$68 in-district credit hour
    -
  - Tuition and general fees are set at a rate that:
    - (A) considers the impact on students, student enrollment, and student retention rates,
    - (B) increases incrementally, and
    - (C) is competitive in our market by maintaining a comparative position to the average overall tuition and general fees at other Arizona community colleges.
- Course fees will be set at a rate to offset expendable supplies and equipment.
- Assessed valuations for setting the primary property tax levy will be available in February and a decline is expected. This information will help determine if the levy should be set at the maximum amount or the truth-in-taxation rate.
- Other revenues will be based on historical information and emerging trends.

## EXPENDITURE ASSUMPTIONS

- Overall expenditures will match revenues.
- Budget request that are higher than current budget **or** actual historical spending will require **justification and review during the budget hearing process.**
- Budget requests from Department Managers for operational and capital expenditures are due **January 21, 2022.**
  
- SALARY SCHEDULES will be developed with:
  - (A) consideration to increasing rates balanced with available funds and impact to expenditure limit,
  - (B) consideration to competitive market conditions with the goal to maintain a comparative position to the average increases/rates at other local public entities, other Arizona community colleges, and other similar institutions, and
  - (C) consideration to salary recommendations received through the shared governance process.
- BENEFITS will be developed with:
  - (A) consideration on impacts from third-party partnerships including:
    - (1) Employee benefit trust for medical insurance, and
    - (2) Arizona State Retirement System for retirement contributions.
- Education partner relationships will be maintained with:
  - (A) Apache County,
  - (B) NAVIT,
  - (C) Dual enrollment, and
  - (D) others.
  
- OPERATING budget requests cover a one-year period.
- CAPITAL budget requests cover a three-year period (FY23, FY24, and FY25).
- GRANT funding will continue to be identified and pursued.
- AUXILIARY fund activities will be maintained.

**Northland Pioneer College  
Budget Development Guidelines  
FY 23**

**Budget Categories & Targets:**

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

# BUDGET DEVELOPMENT CALENDAR

FISCAL YEAR 2022 – 2023

APPROVED 9/21/21

ACTIVITY	RESOURCE	DUE BY
1. Receive & approve calendar	DGB	✓ 21 September 2021
2. Receive and approve budget assumptions & overview	DGB	16 November
3. Distribute budget materials for operational & capital	Director of Budget	23 December
4. Review budget process and calendar at convocation	CFO	10 January 2022
5. Director of Budget receives budget	Department Managers & Director of Budget	21 January
6. Exec Team receives staffing requests	Department Managers & President's Cabinet	21 January
7. Initial review of operational & capital plans/budget requests	Admin Services	1 February
8. President, CHRO, faculty, CASO meet on compensation	Pres, CHRO, FA, CASO	4 February
9. Exec Team finalizes staffing needs	President's Cabinet	7 February
10. Review of operational & capital plans/budget requests	President's Cabinet	7 February
11. Receive introductory budget analysis	DGB	15 February
12. Receive tuition and fee schedules	DGB	15 February
13. President receives compensation recommendation	Pres, CHRO, FA, CASO	1 March
14. Budget hearing (if necessary)	President's Cabinet	7 March
15. Receive preliminary budget analysis	DGB	15 March
16. Receive compensation recommendation	DGB	15 March
17. Approve tuition and fee schedules	DGB	15 March
18. Approve compensation	DGB	19 April
19. Receive complete budget analysis	DGB	19 April
20. Develop and adopt preliminary budgets (June 5)	DGB	19 April
21. Publish notice of public budget & TNT hearing (15 days prior)	CFO	2 May
22. Publish budget on website & other publication (15 days prior)	CFO	2 May
23. 2 <sup>nd</sup> notice of public budget & TNT hearing (5 days prior)	CFO	12 May
24. 2 <sup>nd</sup> publication of budget (5 days prior)	CFO	12 May
25. Conduct taxpayer public hearings (June 20)	DGB	17 May
26. Adopt property tax levy & final budgets at special meeting (June 20)	DGB	17 May
27. Notify PTOC of primary property tax levy (3 days after adoption)	CFO	21 May
28. Submit tax levy to Navajo County	CFO	21 May





**Northland Pioneer College**

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# Key Result Indicators

## District Governing Board



# Framework for 2021-2024 Strategic Plan





# KRI's occur in 3 Strategic Goal Areas

- Increased Enrollment
- Improved Student Outcomes
- Improved Sustainability

# Defining Key Result Indicators (KRI's)

- KRIs are intended to provide an overall summary of the college's progress in strategic areas where improvement efforts are from multiple departments or teams within the college.

# Increased Enrollment KRI's

- Student Headcount: This KRI measures the number of registered students .
- Full-Time Student Equivalency (FTSE): Since students have different course loads within a semester, this measure attempts to compare a student's actual course load against the standard full-time course load of 15 credits/semester.
- Replacement Ratio: The replacement ratio is calculated by comparing the number of students with a degree intent to the number of students who complete at NPC for a particular year.

# Increased Enrollment KRI

Measure	Baseline (Fall 2020)	Goal
Student Headcount	2,703	Year 1: 1.5 percent increase from baseline with goals to increase through year 4.
Full-Time Student Equivalency (FTSE)	1,307	Year 1: 1.5 percent increase from baseline with goals to increase through year 4.
Replacement Ratio	4.5 to 1	7 to 1 by the end of year 5

# Improved Student Outcomes

Completion	Transfer	Student Goal Attainment	Mastery of Institutional Learning Outcomes
<ol style="list-style-type: none"> <li>1. Number of Completers</li> <li>2. Enrollment-to-Award Ratio</li> <li>3. On-Time Graduation Rate</li> </ol>	<ol style="list-style-type: none"> <li>1. Transfer Intent-to-University Enrollment Ratio</li> <li>2. Transfer Out Rate</li> </ol>	<p>Indicators yet to be determined based on fall 2021 work with the Student Success Alliance</p>	<p>Indicators yet to be determined based on fall 2021 work with the Assessment of Student Knowledge subcommittee</p>



# Improved Student Outcomes: Completion

1. **Number of Completers:** This KRI measures the number of students who complete an NPC program in an academic year.
2. **Enrollment-to-Award Ratio:** This KRI describes the number of students who enroll at NPC relative to the number of degrees or certificates awarded for a particular year.
3. **On-Time Graduation Rate:** This KRI measures the number of students who complete their degree/certificate program on time. The task force recommends using the Integrated Post-Secondary Education Data System (IPEDS) 150% graduation rate as the indicator.



# Improved Student Outcomes: Completion

Measure	Baseline (Fall 2020)	Goal
Number of Completers	513	
Enrollment to Award Ratio	14 to 1	25% improvement over 5 years
On Time Graduation Rate	9%	

# Improved Student Completion: Transfer

- Transfer Intent-to-University Enrollment Ratio
- Transfer Out Rate

# Improved Student Outcomes: Other

- Student Goal Attainment
- Mastery of Institutional Learning Outcomes

# Improve College Sustainability

Stabilized Institutional Funding	Increased Viability of College Portfolio	Improved Perception of NPC as a great place for community, students, and employees
<p>Proposed KRIs:</p> <ol style="list-style-type: none"> <li>1. Contracts/Grants-to-Taxpayer Funds Ratio</li> <li>2. Satisfactory outcomes of college legislative influence.</li> <li>3. The Composite Financial Indicator</li> </ol>	<p>Indicators yet to be determined based on additional fall 2021 collaborative work led by the task force. KRIs under consideration:</p> <ol style="list-style-type: none"> <li>1. Program Viability Index</li> </ol>	<p>Indicators yet to be determined based on additional fall 2021 collaborative work led by the task force. KRIs under consideration:</p> <ol style="list-style-type: none"> <li>1. Community Engagement</li> <li>2. Student perception of NPC for academic excellence and occupational development</li> <li>3. Number of categories that achieve “Recognition” Status in the Great Colleges to Work For Survey</li> </ol>



**Northland Pioneer College**

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# Questions

# Navajo County Community College District Governing Board Meeting Minutes

September 21, 2021 – 10:00 a.m.  
Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona

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**Governing Board Member Present:** Mr. Frank Lucero; Mr. Everett Robinson; Mr. Elias Jouen; Ms. Kristine Laughter; Mr. Derrick Leslie.

**Governing Board Member Present by Phone:**

**Governing Board Member Absent:**

**Staff Present:** President Chato Hazelbaker; Interim Vice President for Learning and Student Services (VPLSS) Mike Solomonson; Vice President for Administrative Services (VPAS) Maderia Ellison; Chief Information Officer (CIO) Scott Estes; Director of Institutional Effectiveness Judy Yip-Reyes; Recording Secretary to the Board Paul Hempsey.

**Others Present:** Norvita Charleston; Annyssa Howerton; Terrie Shevat; Rickey Jackson; Nicole Ulibarri; Betsy Wilson; Allison Landy; Michael Broyles; Matt Weber; Richard Strickland; Ryan Orr; Amelinda Webb; Ann Hess; April Horne; Colleen Readell; Rebecca Hunt; Curtis Stevens; Ernie Hess; Gary Santillanes; Jeremy Raisor; Lauren Maestas; Marletha Baloo; Melody Niesen; Robert Johnson; Ruth Zimmerman; Tamara Osborne; Wei Ma; David Borofsky.

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

Chair Lucero called the meeting to order at 10:00 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. Mr. Jouen seconded the motion. The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, Ms. Laughter, and Chair Lucero voting in favor. There were no votes against.*

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

None.

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

### ***4.A. Standing Presentations:***

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

VPAS Ellison addressed the Board and presented the monthly Financial Position report, noting the Board would see a budget adjustment request later in the meeting due to an increase in state appropriations.

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

Written Report.

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

Dr. Michael Broyles, Curriculum Coordinator, addressed the Board and presented a brief update from Faculty Association before providing an overview of the curriculum development process at the college.

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

Ryan Orr, President of CASO, addressed the Board and presented a report highlighting the Records and Registration Office.

#### **4.A.5. NPC Friends and Family**

Director Wilson addressed the Board and provided a report of recent Friends and Family activities highlighting recent recipients of the Claude Enfield Early Childhood Development Scholarship and Mary Kay Smith Lindy Nursing Scholarship.

Chair Lucero asked whether donations to the Foundation received a one-to-one tax credit during tax season. Director Wilson responded that they did not and explained the reasons why. Chair Lucero commented that other schools were able to do this, to which Director Wilson responded that they were likely able to collect information through the free and reduced lunch program to satisfy the data requirements.

#### **4.A.6. Human Resources**

Written Report.

#### **4.A.7. Construction Report**

Richard Strickland provided a verbal report on the White Mountain Campus construction projects.

Mr. Jouen asked why the contracts, mentioned by Mr. Strickland, were being negotiated after the Board accepted the Request for Proposal recommendation. VPAS Ellison responded with information on why AIA documents were being negotiated with the vendor. Mr. Jouen asked if legal counsel was reviewing the contracts to which VPAS Ellison responded that they had gone through legal review multiple times thus far.

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

President Hazelbaker addressed the Board and reported on the current enrollment data from the college noting that a comprehensive report was planned for the October meeting. President Hazelbaker informed the Board of the ongoing efforts towards the college strategic goals highlighting the work of the guided pathways group.

President Hazelbaker updated the Board on the continued challenges with COVID-19 and the ongoing legal battles that will impact college operations.



President Hazelbaker praised the work of Rich Chanick and the Small Business Development Center (SBDC) employees and noted the help he was receiving to make connections with the communities the college serves. President Hazelbaker described his participation with a group looking at revising the Joseph City area after the closure of the power plant and has been invited to similar meetings in Apache County as they face similar issues.

President Hazelbaker closed with a report on the Chief Human Resources Officer position at the college and his hope to have more information at the retreat next week.

Ms. Laughter noted she would like to continue to receive information on the program mapping as it was developed. She also wondered if information could be provided from the Office of Accessibility and Inclusion.

Ms. Laughter thanked Rich Chanick and the SBDC employees for their work and hoped to see some of their services in the Kayenta Center in the future.

President Hazelbaker offered to include an agenda item at a future meeting so the Office of Accessibility and Inclusion could provide a report.

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

- A. **August 20, 2021 Board Meeting Minutes**
- B. **Northeast Arizona Law Enforcement Training Academy Intergovernmental Agreements** between Navajo County Community College District and City of Show Low; City of Snowflake; White Mountain Apache Tribe Police Department.
- C. **2020-22 Dual Enrollment Intergovernmental Agreements** between Navajo County Community College District and Blue Ridge USD; Holbrook USD; Joseph City USD; Round Valley USD; St. Johns USD; Window Rock USD; Winslow USD.
- D. **2021-22 TALON Intergovernmental Agreements** between Navajo County Community College District and St. Johns USD.

Mr. Jouen asked for item B to be removed. Mr. Robinson asked for item C to be removed.

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

**5.B. Northeast Arizona Law Enforcement Training Academy Intergovernmental Agreements between Navajo County Community College District and City of Show Low; City of Snowflake; White Mountain Apache Tribe Police Department.**

Mr. Jouen asked if the Intergovernmental Agreements (IGAs) were annual renewals and whether the City of Winslow participated with the law enforcement academy. Recording Secretary to the Board responded that the agreements were multi-year and Winslow did participate.

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



**5.C. 2020-22 Dual Enrollment Intergovernmental Agreements between Navajo County Community College District and Blue Ridge USD; Holbrook USD; Joseph City USD; Round Valley USD; St. Johns USD; Window Rock USD; Winslow USD.**

Mr. Robinson noted that the tuition amount on the IGAs was incorrect and showed last year's rate. Recording Secretary to the Board pointed out that the IGAs were multi-year, beginning in the 2020 Academic year, which is why the rate shown may look incorrect. Amendments would be completed to update the information for a new year but a new IGA would not be required.

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

## **Agenda Item 6: For Discussion and Possible Action**

### **6A. Old Business**

#### **6A.1. Request to Adjust Funding for Ad Astra Course Scheduling Software**

Dr. Wei Ma, Dean of Instructional Innovation, addressed the Board and presented the request to change the funding source for Ad Astra scheduling software for years 2-5 of the agreement.

*Mr. Jouen made a motion to approve the change in funding source as presented. Mr. Robinson seconded. **The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, Ms. Laughter, Mr. Leslie, and Chair Lucero voting in favor. There were no votes against.***

### **6B. New Business**

#### **6B.1. Request to Approve Fiscal Year 2022 Revised Budget**

VPAS Ellison reviewed the request to approve a revised budget to account for the additional state appropriations received.

*Mr. Jouen made a motion to approve the fiscal year 2022 revised budget as presented. Mr. Leslie seconded. **The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, Ms. Laughter, Mr. Leslie, and Chair Lucero voting in favor. There were no votes against.***

#### **6B.2. Request to Approve 2022-23 Budget Development Calendar**

VPAS Ellison reviewed the 2022-23 budget development calendar highlighting key dates and changes made from last year's approved calendar.

*Mr. Jouen made a motion to approve the 2022-23 budget development calendar as presented. Mr. Robinson seconded. **The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, Ms. Laughter, Mr. Leslie, and Chair Lucero voting in favor. There were no votes against.***

#### **6B.3. Request to Approve Annual SMARTnet renewal for 21/22**

CIO Estes addressed the Board and presented the request to approve an annual renewal of SMARTnet noting this was a sole source purchase due to the integral part it plays in college infrastructure.

Mr. Jouen and Mr. Robinson noted that the way the information was provided in the packet was very confusing and asked staff to work on making it clearer.

*Mr. Jouen made a motion to approve the renewal of SMARTnet for a total cost of \$214,483.41 as presented. Mr. Robinson seconded. **The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, Ms. Laughter, Mr. Leslie, and Chair Lucero voting in favor. There were no votes against.***

#### **6.B.4. Request to Approve Purchase of Cisco Meraki Security Cameras**

CIO Estes reviewed the request to purchase security cameras to update and improve current equipment and provide additional coverage at many locations.

Chair Lucero asked how long recordings were kept. CIO Estes noted the college could choose the length of time recordings would be stored but would be initially saving them for one week, unless a need was identified to keep any for a longer period.

Mr. Jouen asked if the licensing would need to be approved by the Board every year. CIO Estes responded that the licensing requested was for a one-year period and depending on the college's desire to renew and the renewal amount the Board may be asked to approve in subsequent years.

*Mr. Robinson made a motion to approve the purchase of Cisco cameras from CDW-G for a total amount of \$438,090.44 using CARES funding as presented. Mr. Leslie seconded. **The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, Ms. Laughter, Mr. Leslie, and Chair Lucero voting in favor. There were no votes against.***

#### **Agenda Item 7: DGB Agenda Items and Informational Needs for Future Meetings**

Mr. Robinson noted that draft changes suggested to the Arizona Association of Community College Trustees (AACCT) bylaws may mean the Board need to change their alternate appointed to attend meetings.

#### **Agenda Item 8: Board Report/Summary of Current Event**

Chair Lucero reported on the AACCT meeting he recently attended and what other colleges were looking at to improve enrollment and help their communities. Courses such as CDL training and HVAC technician training may be of interest for the college to investigate. Chair Lucero also suggested the Winslow area was being underserved by the college, particularly in the Nursing area.

Ms. Laughter asked for information on Early College relationships with area school districts.

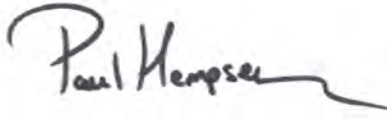
#### **Agenda Item 9: Announcement of Next Regular Meeting**

Regular District Governing Board meeting on Tuesday, October 19, 2021 at 10 a.m.

**Agenda Item 10: Adjournment**

*The meeting was adjourned at 11:35 a.m. upon a motion by Mr. Robinson and a second by Mr. Jouen. The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, Ms. Laughter, and Chair Lucero voting in favor. There were no votes against.*

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board

Draft

# Navajo County Community College District Governing Board Meeting Minutes

September 28, 2021 – 10:00 a.m.  
Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona

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**Governing Board Member Present:** Mr. Frank Lucero; Mr. Everett Robinson; Mr. Elias Jouen; Ms. Kristine Laughter; Mr. Derrick Leslie.

**Governing Board Member Present by Phone:**

**Governing Board Member Absent:**

**Staff Present:** President Chato Hazelbaker; Interim Vice President for Learning and Student Services (VPLSS) Mike Solomonson; Vice President for Administrative Services (VPAS) Maderia Ellison; Chief Information Officer (CIO) Scott Estes; Director of Institutional Effectiveness Judy Yip-Reyes; Recording Secretary to the Board Paul Hempsey.

**Others Present:** Norvita Charleston; David Borofsky; David Huish; Terrie Shevat.

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

Chair Lucero called the meeting to order at 10:01 a.m.

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

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

## **Agenda Item 3: Discussion Items**

### **3.A. Strategic Goal Areas**

President Hazelbaker welcomed the Board to the Fall Retreat and provided a recap of the Board approved Strategic Goal Areas and what would come next as the college works towards the identified goals.

### **3.B. Facilities Master Planning Projects**

VPAS Ellison and Director of Facilities and Vehicles addressed the Board and presented an update on current construction at the White Mountain Campus (WMC) plus additional information on potential next steps. VPAS Ellison noted the college may be looking at reprioritization of future projects.

Director Huish went in to detail on new construction, renovations and potential repairs at the White Mountain Campus and Little Colorado Campus, answering questions along the way.

Mr. Robinson asked if the potential new General Education building at White Mountain Campus could be designed with a third story in mind if it were needed in the future. Director Huish noted that it could be designed this way.

Ms. Laughter noted her vision for a collaborative space for students at all locations. President Hazelbaker and Director Huish noted some of the discussions that had already taken place along a similar vein.

VPAS Ellison noted one of the discussion points for the WMC was getting out of the multiple modular buildings currently in use, but these modular still had a five to seven-year life left which gives the college some time to reassess needs.

Mr. Robinson noted that the Small Business Development Center had looked at renting space off campus in the past and that could assist with any remodeling that would take place. Director Huish noted the partnership with Northern Arizona University who have space in the current Learning Center.

Chair Lucero asked if the Board could receive an aerial rendering on the entire Winslow campus with property lines included. Director Huish responded that he could provide that at a future meeting.

Chair Lucero asked for the estimated cost for each renovation or addition at the Little Colorado Campus which Director Huish provided, noting that each were estimated on current costs the college is facing. Chair Lucero asked for details on the expansion of the Blunk Building as opposed to renovating the Multipurpose Building. President Hazelbaker noted that staff could bring details forward in the future to assist the Board in comparing options.

Mr. Leslie noted that the presentation was worthwhile but felt the conversations were premature given the lack of a strategic plan which would link the construction projects to the approved Strategic Goal Areas. President Hazelbaker commented that he would provide those details to the Board at a future meeting.

### ***3.C. District Governing Board Guidelines and Best Practices***

Dr. David Borofsky, Director of the Arizona Association of Community College Trustees (AACCT), addressed the Board and introduced himself to the members he had not had a chance to meet. Dr. Borofsky then presented on his history within community colleges, the AACCT, Board Guidelines and Best Practices, before closing with some scenario-based questions to the Board.

### ***3.D. Legislative Priorities***

President Hazelbaker provided an overview of the college's legislative priorities, at both the state and federal level.

Mr. Leslie asked for clarification on the one-time funding and rural funding mentioned. President Hazelbaker confirmed they were the same thing.

Mr. Leslie asked for more information on the Out-of-County reimbursement issues which President Hazelbaker provided noting the formula was the main issue.

### ***3.E. Human Resources***

President Hazelbaker provided an update on the search for an Interim Chief Human Resources Office (CHRO) and the position in the long-term.

Mr. Leslie asked if the position would remain at the CHRO level in the future. President Hazelbaker responded that he hoped the Interim CHRO identified might be able to help answer that question.

### ***3.F. Board Communication and Informational Needs***

Recording Secretary to the Board, Paul Hempsey, addressed the Board and offered the opportunity for Board Members to address any communication and information needs they might have.

Mr. Leslie commented that he appreciated the weekly reports prepared by the President but at times, where possible, a little more detail would be appreciated. Mr. Leslie also noted he would appreciate more information on the college's Strategic Planning efforts in both the weekly reports and on the regular meeting agendas.

VPAS Ellison asked if the Board was satisfied with the Financial Reports they received in Board meetings and if they would like any changes. Board Member Jouen noted that he appreciated the information provided and would like VPAS Ellison to continue with the current format.

Mr. Leslie asked for information on the current legal situation around the pandemic and how recent decisions would affect the college. President Hazelbaker provided a brief update and mentioned that he would continue to update the Board.

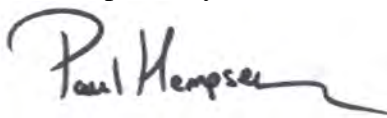
### **Agenda Item 4: Announcement of Next Regular Meeting**

Regular District Governing Board meeting on Tuesday, October 19, 2021 at 10 a.m.

### **Agenda Item 5: Adjournment**

*The meeting was adjourned at 2:00 p.m. upon a motion by Mr. Leslie and a second by Mr. Jouen. The motion carried upon a roll-call vote with Mr. Robinson, Mr. Jouen, Ms. Laughter, Mr. Leslie, and Chair Lucero voting in favor. There were no votes against.*

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board

# Equal Opportunity, Harassment and Nondiscrimination

## Policy # 1102

Section: 1100-College Operations Policies	Last Review Date: 2/16/2021
Responsible Area: Vice President for Learning and Student Services, Title IX Coordinator	Effective Date: 11/1/2021
Procedure(s) that relates to the policy: 2110	Revision History: List all revision dates.

### 1.0 Scope

The core purpose of this policy is the prohibition of all forms of discrimination. Sometimes, discrimination involves exclusion from activities, such as admission, athletics, or employment. Other times, discrimination takes the form of harassment or, in the case of sex-based discrimination, can encompass sexual harassment, sexual assault, stalking, sexual exploitation, dating violence or domestic violence. When an alleged violation of this anti-discrimination 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 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,<sup>[3]</sup> student organizations, faculty, administrators, staff, and third parties such as guests, visitors, volunteers, 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.

### 2.0 Purpose

Northland Pioneer College is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, that are free from discrimination, harassment, and retaliation. To ensure compliance with federal and state civil rights laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the educational 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.



### 3.0 Definitions

- *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 cross-examination for the party at the hearing, if any.
- *Complaint (formal)* means a document filed/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.
- *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 or discrimination 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 occurred and whether it did or did not violate policy.
- *Finding*: A conclusion by the standard of proof that the conduct did or did not occur as alleged.
- *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 34 CFR Part 106.45.
- *Grievance Process Pool* includes any investigators, hearing officers, 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).
- *Hearing Decision-maker or Panel* refers to those who have decision-making and sanctioning authority within Northland Pioneer College’s Formal Grievance process.
- *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 and 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.<sup>[2]</sup>
- *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 informal alternative resolution procedure.
- *Recipient* means a postsecondary education program that is a recipient of federal funding.
- *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, and 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.

## Procedure

### **4.1 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, remediate, and prevent discrimination, harassment, and retaliation prohibited under this policy.<sup>[4]</sup>

### **4.2 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.


To raise any concern involving bias or conflict of interest by the Title IX Coordinator, contact Northland Pioneer College President at [jeanne.swarhout@npc.edu](mailto:jeanne.swarhout@npc.edu) [chato.hazelbaker@npc.edu](mailto:chato.hazelbaker@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 President at [jeanne.swarhout@npc.edu](mailto:jeanne.swarhout@npc.edu) [chato.hazelbaker@npc.edu](mailto:chato.hazelbaker@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.

### **4.3 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. Michael Solomonson**  
*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  
[michael.solomonson@npc.edu](mailto:michael.solomonson@npc.edu)  
<https://www.npc.edu/title-ix/title-ix-team>
- **Bob Fieken** **Kathy Hanson**  
*Chief Human Resources Officer*

*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  
[bob.ficken@npc.edu](mailto:bob.ficken@npc.edu) [kathryn.hanson@npc.edu](mailto:kathryn.hanson@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](mailto:joshua.rogers@npc.edu)

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](mailto: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>

#### **4.4 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. Michael Solomonson**  
*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  
[michael.solomonson@npc.edu](mailto:michael.solomonson@npc.edu)  
<https://www.npc.edu/title-ix/title-ix-team>
- ~~Bob Ficken~~ **Kathy Hanson**  
*Chief Human Resources Officer*  
*Title IX Deputy Coordinator – Employees*  
*EEO and ADA/504 Coordinator*  
Office of Human Resources  
Tiponi Community Center, Human Resources Room 302, Painted Desert Campus, Holbrook  
(928) 524-7871  
[bob.ficken@npc.edu](mailto:bob.ficken@npc.edu) [kathryn.hanson@npc.edu](mailto:kathryn.hanson@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](mailto: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/title-ix>. Anonymous reports are accepted and can give rise to a need to investigate. Northland Pioneer College tries to provide supportive measures to all Complainants, which may be impossible with an anonymous report. Because reporting carries no obligation to initiate a formal response, and as 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 privacy 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.

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.

#### **4.5 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, as reasonably available, and 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 or Northland Pioneer College’s educational environment, and/or 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 privacy of the supportive measures, provided that privacy does not impair Northland Pioneer College’s ability to provide the supportive measures. Northland Pioneer College will act to ensure as minimal an academic 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 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 will be referred to appropriate student or employee conduct processes for enforcement.

#### **4.6 Emergency Removal**

Northland Pioneer College can act to remove a 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, employee, or two (2) representatives from a student organization 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, 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.

#### **4.7 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.

#### **4.8 Privacy**

Every effort is made by Northland Pioneer College to preserve the privacy of reports.<sup>[5]</sup> 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 designate 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, Hearing Panel members/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 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 in **Section 17.b.19 Mandated Reporting**.

#### **4.9 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, or 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 its policies to apply.

This policy can also be applicable to the effects of off-campus misconduct that effectively deprive someone 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 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 is detrimental to 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 and/or, when criminal conduct is alleged, in contacting local or campus 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 accessible 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 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 advocate for 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.

#### **4.10 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 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.

#### **4.11 Online Harassment and Misconduct**

The policies of Northland Pioneer College are written and interpreted broadly to include online and cyber 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 use Northland Pioneer College networks, technology, or equipment.

While Northland Pioneer College may not control websites, social media, and other venues in 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 sexting, revenge porn, 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 postings 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.

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.

#### **4.12 Policy on Nondiscrimination**

Northland Pioneer College adheres to all federal and state civil rights laws and regulations prohibiting discrimination in public institutions of higher education.

Northland Pioneer College does not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of:

- Race,
- Religion,
- Hearing status,
- Personal appearance,
- Color,
- Sex,

- Pregnancy,
- Political affiliation,
- Source of income,
- Place of business,
- Residence,
- Religion,
- Creed,
- Ethnicity,
- National origin (including ancestry),
- Citizenship status,
- Physical or mental disability (including perceived disability),
- Age,
- Marital status,
- Family responsibilities,
- Sexual orientation,
- Gender identity,
- Gender expression,
- Veteran or military status (including disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, and Armed Forces Service Medal veteran),
- Predisposing genetic characteristics,
- Domestic violence victim status,
- 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, or other human 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.

#### **4.13 Policy on Disability Discrimination and Accommodation**

Northland Pioneer College is committed to full compliance with the Americans With Disabilities Act of 1990 (ADA), as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified persons with disabilities, as well as other federal and state laws and regulations pertaining to individuals with disabilities.

Under the ADA and its amendments, a person has a disability if they have a physical or mental impairment that substantially limits a major life activity.

The ADA also protects individuals who have a record of a substantially limiting impairment or who are regarded as disabled by 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 Disabilities Resource and Access Coordinator, who coordinates services for students with disabilities.

The Disabilities Resource and Access 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).

#### **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.

### **4.14 Policy on Discriminatory Harassment**

Students, staff, administrators, and faculty are entitled to an employment and educational environment that is free of discriminatory harassment. Northland Pioneer College's harassment policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that include germane but controversial or sensitive subject matters protected by academic freedom.

The sections below describe the specific forms of legally prohibited harassment that are also prohibited under Northland Pioneer College 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.

#### **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 guest. 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.<sup>[6]</sup> This discriminatory effect results from harassing verbal, written, graphic, or physical conduct that is severe or pervasive *and* objectively offensive.

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 Alternate Resolution, and/or other informal resolution mechanisms.

For assistance with Alternate 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, which consists not only of employer and employees, but of students as well.

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 that satisfies one or more of the following:

1. Quid Pro Quo:
  - o a. an employee of Northland Pioneer College,
  - o b. conditions the provision of an aid, benefit, or service of Northland Pioneer College,
  - o c. on an individual's participation in unwelcome sexual conduct; and/or
2. Sexual Harassment:
  - o a. unwelcome conduct,
  - o b. determined by a reasonable person,
  - o c. to be so severe, and,
  - o d. pervasive, and,
  - o e. objectively offensive,
  - o f. that it effectively denies a person equal access to Northland Pioneer College's education program or activity.<sup>[7]</sup>
3. Sexual assault, defined as:
  - o (a) Sex Offenses, Forcible:
    - i) Any sexual act directed against another person,
    - ii) without the consent of the Complainant,
    - iii) including instances in which the Complainant is incapable of giving consent.
  - o (b) Forcible Rape:
    - i) Penetration,
    - ii) no matter how slight,
    - iii) of the vagina or anus with any body part or object,
    - iv) or oral penetration by a sex organ of another person,
    - v) without the consent of the Complainant.
  - o (c) Forcible Sodomy:
    - i) Oral or anal sexual intercourse with another person,
    - ii) forcibly,
    - iii) and/or against that person's will (non-consensually), or



- iv) not forcibly or against the person’s will in instances in which the Complainant is incapable of giving consent because of age<sup>18]</sup> or because of temporary or permanent mental or physical incapacity.
    - o (d) Sexual Assault with an Object:
      - i) The use of an object or instrument to penetrate,
      - ii) however slightly,
      - iii) the genital or anal opening of the body of another person,
      - iv) forcibly,
      - v) and/or against that person’s will (non-consensually),
      - vi) or not forcibly or against the person’s will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
    - o (e) Forcible Fondling:
      - i) The touching of the private body parts of another person (buttocks, groin, breasts),
      - ii) for the purpose of sexual gratification,
      - iii) forcibly,
      - iv) and/or against that person’s will (non-consensually),
      - v) or not forcibly or against the person’s will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
    - o (f) Sex Offenses, Non-forcible:
      - i) 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.&
      - ii) 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:
- o a) violence,
  - o b) on the basis of sex,
  - o c) committed by a person,
  - o 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.

5. Domestic Violence, defined as:

- o a) violence,
  - o b) on the basis of sex,
  - o c) committed by a current or former spouse or intimate partner of the Complainant,
  - o d) by a person with whom the Complainant shares a child in common, or
  - o e) by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner,
  - o f) or by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Arizona,
  - o g) or 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, 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:

- o a) engaging in a course of conduct,
- o b) on the basis of sex,
- o c) directed at a specific person,
  - i. that would cause a reasonable person to fear for the person's safety, or
  - ii. the safety of others; or
  - iii. Suffer substantial emotional distress.
- o *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 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.

### **c. Force, Coercion, Consent, and Incapacitation<sup>[9]</sup>**

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,” “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.

Since individuals may experience the same interaction in different ways, it is the responsibility of each party to determine that the other has consented before engaging in the activity.

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

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

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

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

Proof of consent or non-consent is not a burden placed on either party involved in an incident. Instead, the burden remains on Northland Pioneer College to determine whether its policy has been violated. The existence of consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced.

Consent in relationships must also be considered in context. When parties consent to BDSM<sup>[10]</sup> 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 which 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, or how” of their sexual interaction).

Incapacitation is determined through consideration of all relevant indicators of an individual’s state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.

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

#### **d. Other Civil Rights Offenses**

In addition to the forms of sexual harassment described above, which fall within the coverage of Title IX, Northland Pioneer College additionally prohibits the following offenses as forms of discrimination 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: 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 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
  - 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;
  - 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.

#### **4.15 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 is prepared to take appropriate steps to protect individuals who fear that they may be subjected to retaliation.

It is prohibited for Northland Pioneer College or any member of Northland Pioneer College's community 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.

Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

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 a determination regarding responsibility, alone, is not sufficient to conclude that any party has made a materially false statement in bad faith.

#### **4.16 Mandated Reporting**

All Northland Pioneer College employees (faculty, staff, administrators) are expected to report actual or suspected discrimination or harassment to appropriate officials immediately, though there are some limited exceptions.

In order to make informed choices, it is important to be aware of confidentiality and mandatory reporting requirements when consulting campus resources. On campus, some resources may maintain confidentiality and are not required to report actual or suspected discrimination or harassment. They may offer options and resources without any obligation to inform an outside agency or campus official unless a Complainant has requested 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, and/or professional credentials, 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 when 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.

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

If a Complainant does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal 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 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 (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.

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 will 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.

#### **4.18 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 incidents reported to them that pose a serious or continuing threat of bodily harm or danger to members of the campus community.

Northland Pioneer College will ensure that a Complainant's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.

#### **4.19 False Allegations and Evidence**

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

Additionally, witnesses and parties knowingly providing false evidence, tampering with or destroying evidence after being directed to preserve such evidence, or deliberately misleading an official conducting an investigation can be subject to discipline under Northland Pioneer College policy.

#### **4.20 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 to a Respondent 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 misconduct to Campus Security).

Northland Pioneer College maintains a policy of amnesty for students who offer help to others in need. While 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.

#### **4.21 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<sup>[11]</sup> - based crimes, which include sexual assault, domestic violence, dating violence, and stalking; and
- (d) Arrests and referrals for disciplinary action for weapons-related law violations, liquor-related law violations, and drug abuse-related law violations.

All personally identifiable information is kept private, but statistical information must be passed along to the 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.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT (dba NORTHLAND PIONEER  
COLLEGE)  
AND  
SHOW LOW UNIFIED SCHOOL DISTRICT NO. 10**

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (“College”), and Show Low Unified School District No. 10 (“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:

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


If to School District:

Shad Housely, Superintendent  
Show Low Unified School District No. 10  
500 W. Old Linden Rd,  
Show Low, AZ 85901-4645

COLLEGE

SCHOOL DISTRICT

\_\_\_\_\_  
By: Chato Hazelbaker  
Title: President

\_\_\_\_\_  
  
By: Shad Housely  
Title: Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
6-10-2020  
Date



**REVIEWED AND APPROVED AS TO FORM**

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

*Kristin Mackin*

\_\_\_\_\_  
By: Kristin M. Mackin  
Title: Partner, Sims Mackin, Ltd.  
Counsel for Navajo County Community  
College District  
Dated: June 12, 2020

*Brandon J. Kavanagh*

\_\_\_\_\_  
By: Brandon J. Kavanagh  
Title: Partner/Member- Mangum Wall Stoops & Warden  
Counsel for School District PLLC  
Dated: 5/19/2020

## EXHIBIT A

### TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

#### COURSES AND CREDITS

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

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

WMC	SLCO	FDV115	INTRO TO GRAPHIC COMM T	BUTLER, GE	3.00
WMC	SLCO	FDV116	COMPUTER PHOTOGRAPHIC I	BUTLER, GE	3.00
WMC	SLCO	FDV118	TWO-DIMENSIONAL COMPUTE	BUTLER, GE	3.00
WMC	SLCO	FDV119	DIGITAL PAGE LAYOUT AND	BUTLER, GE	3.00
WMC	SLCO	FDV130	VIDEO PRODUCTION	BUTLER, GE	3.00
WMC	SLCO	FDV260	DIGITAL VIDEO PRODUCTN	BUTLER, GE	3.00
WMC	SLCO	FDV160	DIGITAL AUDIO FOR FILM	BUTLER, GE	3.00
WMC	SLCO	FDV270	DIGITAL VIDEO POST-PROD	BUTLER, GE	3.00
WMC	SLCO	FDV140	VIDEO EDITING	BUTLER, GE	3.00
WMC	SLCO	ECD141	HEALTHY AND SAFE EARLY	ABEL, DIAN	2.00
WMC	SLCO	ECD250	SURVEY OF CHILD DEVELOP	ABEL, DIAN	3.00
WMC	SLCO	ECD200	INTRO TO EARLY CHLDHD E	ABEL, DIAN	3.00
WMC	SLCO	ECD184	EARLY SOCIAL AND EMOTIO	ABEL, DIAN	2.00
WMC	SLCO	ECD108	OBSERV AND ASSESS EARLY	ABEL, DIAN	1.00
WMC	SLCO	ECD217	EARLY CHLDHD LANGUAGE A	ABEL, DIAN	1.00
WMC	SLCO	ECD186	EFFECTIV INTERACTNS FOR	ABEL, DIAN	1.00
WMC	SLCO	ECD187	SUPPORTNG STEM IN EARLY	ABEL, DIAN	1.00
WMC	SLCO	ECD128	CULTURE LANGUAGE AND CO	ABEL, DIAN	1.00
WMC	SLCO	ECD233	POLIC PROCEDUR EARLY CH	ABEL, DIAN	2.00
WMC	SLCO	ECD110	BLDG RELATIONSHIPS WITH	ABEL, DIAN	1.00
WMC	SLCO	ECD175	PROFESSIONALISM	ABEL, DIAN	1.00
WMC	SLCO	CON111	PLAN READING AND EMPLOY	MARSH, CHA	3.00
WMC	SLCO	CON126	FRAMING SYSTEMS	MARSH, CHA	4.00
WMC	SLCO	CON145	ROOF THERML MOISTURE PR	MARSH, CHA	3.00
WMC	SLCO	CON101	JOBSITE LAYOUT	MARSH, CHA	3.00
WMC	SLCO	CON102	INTRO TO CONSTRUCTION M	MARSH, CHA	3.00
WMC	SLCO	CON228	ELECTRICAL SYSTEMS	MARSH, CHA	3.00
WMC	SLCO	CON229	PLUMBING/MECHANICAL SYSTTMS	MARSH, CHA	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 eighty Dollars (\$ 380) 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)*

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

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

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

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

Amount College received in FTSE in prior academic year:  
*(Specify dollar amount)*

\$ \$1,576,500

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-



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
JOSEPH CITY UNIFIED SCHOOL DISTRICT NO.2**

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (dba Northland Pioneer College; “College”), and Joseph City Unified School District No.2 (“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), and § 15-1444(B)(4).

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

- a. After the governing boards of School District and College have approved it;  
and

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
SANDERS UNIFIED SCHOOL DISTRICT NO.18**

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (dba Northland Pioneer College; “College”), and Sanders Unified School District No.18 (“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), and § 15-1444(B)(4).

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

- a. After the governing boards of School District and College have approved it; and

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
EDKEY, INC – SEQUOIA VILLAGE SCHOOL**

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

**BACKGROUND**

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

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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

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

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

**BACKGROUND**

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

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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

B. The term of this Agreement shall be from the Effective Date through June 30, 2022.

#### **4. OBLIGATIONS OF COLLEGE**

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

##### **4.1 General Course Requirements**

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

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

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

##### **4.3 Policy and Procedure**



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

#### **4.4 Students with Disabilities**

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

#### **4.5 Reporting**

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

### **5. OBLIGATIONS OF SCHOOL DISTRICT**

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

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

### **5.1 Policy and Procedure**

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



students enrolled in the Concurrent Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as “officials of another school system” where the student is enrolled.

**5.2 Students with Disabilities**

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

**5.6 Reporting**

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

**6. MUTUAL AGREEMENTS**

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

**6.1 The College Instructor**

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

**6.2 Students**

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

### **6.3 Removal from Course**

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

### **6.4 Schedule**

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

ECN 211 • Principles of Macroeconomics 3 credits  
ENL 101 • College Composition I 3 credits  
ENL 102 • College Composition II 3 credits  
HIS 105 • U.S. History to 1877 3 credits  
HIS 106 • U.S. History since 1877 3 credits  
MAT 152 • Advanced Algebra 3 credits  
MAT 189 • Pre-Calculus Algebra/Trigonometry 3 credits  
MAT 221 • Calculus I 4 credits  
MAT 231 • Calculus II 4 credits  
POS 110 • American Government 3 credits  
SPA 101 • Elementary Spanish I 4 credits  
SPA 102 • Elementary Spanish II 4 credits

### **6.6 Guidelines**

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

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

### **7.1 Fees**

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

## **7.2 Cost-Sharing**

The College and partners shall share the cost of implementing this program. The partners are required to pay tuition, plus equipment or approximately 40% of the program cost. The College shall provide an invoice to the District with a breakdown of costs, one month prior to the due date of Full-Time Equivalents day (FTSE day) each semester.

## **7.3 Supplies**

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

## **7.4 Tuition**

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

## **7.5 Billing Format**

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

## **8. RECORDS**

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

**9. CONFIDENTIALITY**

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

**10. TERMINATION/DISPOSITION OF PROPERTY**

**10.1 Termination**

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

**10.2 No Relief from Obligations**

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

**10.3 Disposition of Property**

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

**11. RESPONSIBILITY**

**11.1 Conduct of Operations**

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

**11.2 Indemnification**

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

**12. CANCELLATION FOR CONFLICT OF INTEREST**

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

**13. NON-ASSIGNABILITY**

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

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

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

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

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

**16. ENTIRE AGREEMENT**

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

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

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

**18. GOVERNING LAW**

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

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

**19. NOTICE**

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

If to College:

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

If to School District:

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

COLLEGE

SCHOOL DISTRICT

\_\_\_\_\_  
By: Dr. Chato Hazelbaker  
Title: President

Digitally signed by Melanie Dewakuku  
DN: cn=Melanie Dewakuku, o=Shonto Preparatory  
Schools, ou, email=mdewakuku@shontoprep.org, c=US  
Date: 2021.09.14 17:11:53 -0600'  
\_\_\_\_\_  
By: Melanie Dewakuku  
Title: Interim Superintendent

09/14/2021

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**REVIEWED AND APPROVED AS TO FORM**



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

*Kristin Mackin*

Kristin Mackin (Sep 20, 2021 13:25 PDT)

By: Kristin Mackin

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

Title: **Attorney**

Title: \_\_\_\_\_

Counsel for Navajo County Community

Counsel for School District

College District

Dated: **Sep 20, 2021**

Dated: \_\_\_\_\_

**EXHIBIT A**

**TYPE OF INSTRUCTION  
CONCURRENT ENROLLMENT COURSES**

**COURSES AND CREDITS**

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

Districts shall participate in a minimum of 3 college courses each semester (fall and spring) and commit to paying for the minimum seats as follows: 25 seats for schools with 300 or more students; 15 seats for schools between 100 and 299 students; no seat minimum for schools with less than 100 students. Spring minimum seats may be decreased by 2 to allow for attrition.

- ECN 211 • Principles of Macroeconomics 3 credits
- ENL 101 • College Composition I 3 credits
- ENL 102 • College Composition II 3 credits
- HIS 105 • U.S. History to 1877 3 credits
- HIS 106 • U.S. History since 1877 3 credits
- MAT 152 • Advanced Algebra 3 credits
- MAT 189 • Pre-Calculus Algebra/Trigonometry 3 credits
- MAT 221 • Calculus I 4 credits
- MAT 231 • Calculus II 4 credits
- POS 110 • American Government 3 credits
- SPA 101 • Elementary Spanish I 4 credits
- SPA 102 • Elementary Spanish II 4 credits

**EXHIBIT B**

**FINANCIAL PROVISIONS**

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

**1. INSTRUCTORS**

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

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

---

---

**2. PAYMENTS TO THE SCHOOL DISTRICT**

N/A

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

In-county/in-state tuition is Sixty-five Dollars (\$65) per credit hour for each in-county/in-state student; out-of-County/in-state tuition is Eighty-two Dollars (\$82) per credit hour for each out-of-County, in-state student; and Three hundred ninety-five Dollars (\$395) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status. Payment is due to the college prior to FTSE date each semester.

**ADDITIONAL FEES AND/OR COSTS:**

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

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. .</i>	
1. Equipment Fee \$2,693.77	District X	Student
2. Course Fees	District X	Student
3. Media Fee	District X	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**

In-county/in-state tuition rate for academic year 2021-2022 is \$65/credit hour. Out-of-County/in-state tuition is rate is \$82/credit hour.

A scholarship will be applied for early college course, including all courses available for concurrent enrollment, bringing tuition to \$0/credit hour. Scholarship funds will also pay any applicable course and media fees.

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

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

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

N/A

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

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

Amount College received in FTSE in prior academic year:

*(Specify dollar amount)*

\$ 1,572,700

Portion of that FTSE distributed to School District:

*(Specify percentage or dollar amount)*

\$ 0

Amount School District returned to College:

*(Specify percentage or dollar amount)*

\$ 0

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## Request to Re-approve Purchase of SMART Board Displays with Mounts

**Recommendation:**

Staff recommends re-approval to purchase (qty 9) SMART Board Displays, along with mounts and 2-year warranty for the revised amount of \$71,472.26.

**Summary:**

On June 15, 2021, the Board approved the request to purchase (qty 9) SMART Board Displays, along with mounts and 2-year warranty from CCS utilizing the Mohave Contract #20F-CCS-1003. When we processed the order, the vendor discovered they had incorrectly quoted one item on the invoice. The original amount of the request was \$69,068.29 resulting in a difference of \$2,404.02. All applicable taxes have been considered and CAREs funds will still be used for the purchase.

The original request is provided below the updated invoices for comparison.



CCS Presentation Systems  
 17350 N Hartford Drive  
 Scottsdale, AZ, 85255  
 Phone: (480) 348-0100  
 Web: www.ccsprojects.com

Billing Questions? Contact us at:  
**billing@ccsprojects.com**

# INVOICE

**Reference No.:** IN1037080  
**Date:** 13-Jul-2021  
**Due Date:** 12-Aug-2021  
**Customer ID:** NORTHLAND

SMART Display Qty 9

BILL TO:	SHIP TO:
NORTHLAND PIONEER COLLEGE accountspayable@npc.edu Holbrook AZ 86025 UNITED STATES Attn: BUSINESS OFFICE	NORTHLAND PIONEER COLLEGE 102 FIRST AVENUE PO PP 35948 HOLBROOK AZ 86025 UNITED STATES Attn: Recieving

CUSTOMER REF. NUMBER	TERMS	CONTACT
PP 35948	NET 30	

SO TYPE	SO NUMBER	SHIPMENT NUMBER	CUSTOMER P.O. NO.
SO	1050129	RG050324	PP 35948

NO.	ITEM	QTY.	UOM	UNIT PRICE	EXTENDED PRICE
1	SBID-7275R-P: SMART Board 7075R Pro Series Interactive Display With iQ And SMART Meeting Pro  C042MW17C0050 C042MW17C0056 C042MW17C0068 C042MW13C0239 C042MW 11C0298 C042MW17C0108 C042MW17C0008 C042MW17C0034 C042MW17C0116,	9.0	EACH	5,839.20	52,552.80
2	SVC-SP-B1YR-M: SMART 1YR BASIC SVC FOR SMART BOARD PRO SERIES INTERACTIVE DISP	9.0	EACH	0.00	0.00
3	SHIPPING: SHIPPING	1.0	EACH	2,170.00	2,170.00
4	EOW2-SBID-75-P: SMART 2 Year SMART Assure warranty extension with RM for SMART Board 75" Pro series interactive displays	9.0	EACH	319.00	2,871.00

<b>PLEASE REMIT TO:</b> 17350 N Hartford Drive Scottsdale, AZ 85255  CCSAZ Federal Tax ID: 86-0684319 CCS NM Federal Tax ID: 90-0497053 PSS Federal Tax ID: 86-0953224	<b>Sales Total:</b> 57,593.80 <b>Tax Total:</b> 4,636.30 <b>Total (USD):</b> 62,230.10  <b>Balance:</b> 62,230.10
<b>ROC 140448</b> <b>ROC 297128</b>	Invoices subject to 1 1/2% Interest Charge per month if not paid within terms.
This information is confidential and may be legally privileged. It is intended solely for the addressee.	





CCS Presentation Systems  
 17350 N Hartford Drive  
 Scottsdale, AZ, 85255  
 Phone: (480) 348-0100  
 Web: www.ccsprojects.com

Billing Questions? Contact us at:  
**billing@ccsprojects.com**

# INVOICE

**Reference No.:** IN1037916  
**Date:** 25-Aug-2021  
**Due Date:** 24-Sep-2021  
**Customer ID:** NORTHLAND

SMART Display Qty 9

BILL TO:	SHIP TO:
NORTHLAND PIONEER COLLEGE accountspayable@npc.edu Holbrook AZ 86025 UNITED STATES Attn: BUSINESS OFFICE	NORTHLAND PIONEER COLLEGE 102 FIRST AVENUE PO PP 35948 HOLBROOK AZ 86025 UNITED STATES Attn: Recieving

CUSTOMER REF. NUMBER	TERMS	CONTACT
PP 35948	NET 30	

SO TYPE	SO NUMBER	SHIPMENT NUMBER	CUSTOMER P.O. NO.
SO	1050129	RG051647	PP 35948

NO.	ITEM	QTY.	UOM	UNIT PRICE	EXTENDED PRICE
1	484A08: BALANCEBOX - 650-130 height adjustable mount	8.0	EACH	989.10	7,912.80
2	481A70: BALANCE BOX 400 Touchscreen Universal mounting bracket	8.0	EACH	80.10	640.80

<b>PLEASE REMIT TO:</b> 17350 N Hartford Drive Scottsdale, AZ 85255  CCSAZ Federal Tax ID: 86-0684319 CCS NM Federal Tax ID: 90-0497053 PSS Federal Tax ID: 86-0953224	<table style="width: 100%;"> <tr> <td><b>Sales Total:</b></td> <td style="text-align: right;">8,553.60</td> </tr> <tr> <td><b>Tax Total:</b></td> <td style="text-align: right;">688.56</td> </tr> <tr> <td><b>Total (USD):</b></td> <td style="text-align: right;"><b>9,242.16</b></td> </tr> <tr> <td><b>Balance:</b></td> <td style="text-align: right;"><b>9,242.16</b></td> </tr> </table>	<b>Sales Total:</b>	8,553.60	<b>Tax Total:</b>	688.56	<b>Total (USD):</b>	<b>9,242.16</b>	<b>Balance:</b>	<b>9,242.16</b>
<b>Sales Total:</b>	8,553.60								
<b>Tax Total:</b>	688.56								
<b>Total (USD):</b>	<b>9,242.16</b>								
<b>Balance:</b>	<b>9,242.16</b>								
<b>ROC 140448</b> <b>ROC 297128</b>	Invoices subject to 1 1/2% Interest Charge per month if not paid within terms.								
	This information is confidential and may be legally privileged. It is intended solely for the addressee.								

## **Request to Approve Purchase of SMART Board Displays with mounts**

### **Recommendation:**

Staff recommends approval to purchase (qty 9) SMART Board Displays, along with mounts and 2-year warranty from CCS under the Mohave Contract #20F-CCS-1003. The total amount of the request is \$69,068.29. This purchase will be made utilizing CAREs funds that have been allocated to the college.

### **Summary:**

This purchase is requested to expand our video endpoints to eight (9) Science classrooms at the following campuses/centers – Hopi, Little Colorado Campus, Painted Desert Campus, Silver Creek Campus, White Mountain Campus, and Whiteriver. This expansion will allow SCI instructors the ability to expand course offerings to those campuses with limited staffing and allow for increased enrollment. The purchase includes (9) SMART Board Displays, with 2-year warranty and (8) Balancebox height adjustable mounts and brackets.

The cost of all associated equipment is \$61,133.40, additionally, total tax is \$5,764.89 (which includes the 3% (\$1,834.00) due to the City of Holbrook) and shipping of \$2,170.00 for a total price of \$69,068.29. The purchase meets competitive purchasing guidelines by utilizing under the Mohave Contract #20F-CCS-1003. This purchase will be made utilizing CAREs funds that have been allocated to the college and will not use NPC budget funding.



Billing Questions? Contact us at:  
 billing@ccsprojects.com  
 Web: www.ccsprojects.com

# Quote

CCS Presentation Systems  
 17350 N Hartford Drive  
 Scottsdale, AZ, 85255  
 480-348-0100 - 480-348-0101 Fax

3633 E Irvington  
 Tucson, AZ 85714  
 520-318-0100 Fax 520-318-1011

**Order No.:** 1049016  
**Order Date:** 5/11/2021  
**Account Rep:** Dana Halsey  
**Customer ID:** NORTHLAND

SMART Display Qty 9

MOHAVE CONTRACT #20F-CCS-1003

BILL TO:	SHIP TO:
NORTHLAND PIONEER COLLEGE accountspayable@npc.edu Holbrook AZ 86025 UNITED STATES Attn: BUSINESS OFFICE	NORTHLAND PIONEER COLLEGE Accounts Payable PO BOX 610 Holbrook AZ 86025 UNITED STATES Attn: BUSINESS OFFICE

CUSTOMER P.O. NO.	TERMS	CONTACT
	NET 30	HALSEY DANA,DHALSEY@CCSPROJECTS.COM
FOB POINT	SHIPPING TERMS	SHIP VIA
Shipping Point		UPS GROUND

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
1	SBID-7275P-V2: SMART Board 7075 Pro Display with iQ and SMART Meeting Pro	9.00	EACH	5,839.20	52,552.80
2	EWY2-SBID-7275P: SMART SMART 7275 Pro Series Interactive Display with iQ 2 Year Warranty Ext. NOTE: EOW2-SBID-75-P	9.00	EACH	3.00	27.00
3	SVC-SP-B1YR-M: SMART 1YR BASIC SVC FOR SMART BOARD PRO SERIES INTERACTIVE DISP	9.00	EACH	0.00	0.00
4	SHIPPING: SHIPPING	1.00	EACH	2,170.00	2,170.00
5	484A08: BALANCEBOX - 650-130 height adjustable mount	8.00	EACH	989.10	7,912.80
6	481A70: BALANCE BOX 400 Touchscreen Universal mounting bracket	8.00	EACH	80.10	640.80

Approved by:	<b>Sales Total:</b>	63,303.40
X _____	<b>Tax Total:</b>	5,095.92
	<b>Total (USD):</b>	68,399.32
<p><b>ROC 140448</b>      Invoices subject to 1 1/2% interest</p> <p><b>ROC 29726</b>      charge per month if not paid within terms.</p>		
<p><b>This information is confidential and may be legally privileged. It is intended solely for the addressee.</b></p>		

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Entity Registration
<b>Exclusions</b>
Active Exclusions
Inactive Exclusions
Responsibility / Qualification

## COMMERCIAL COMPUTER SERVICES, INC.

**DUNS** Unique Entity ID  
**784472409**

**SAM** Unique Entity ID  
**XN4BVXDT79Q6**

CAGE/NCAGE  
**1GWD3**

*Expiration Date*      *Registration Status*

Oct 5, 2021	Active
-------------	--------

Purpose of Registration  
**All Awards**

Physical Address  
**17350 N Hartford DR  
Scottsdale, Arizona  
85255-5694, United States**

Mailing Address  
**17350 N. Hartford Drive  
Scottsdale, Arizona  
85255-5434, United States**

\*The DUNS number is currently the official Unique Entity ID

### Version

Current Record

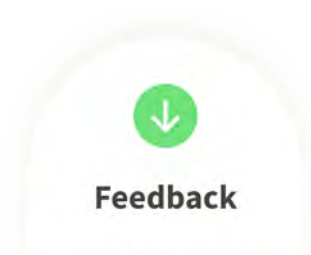
There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

## ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

## INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.



Our Website
Our Partners
Policies
Customer Service



**General Services Administration**

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

## Request to Accept Open Textbooks Grant

### **Recommendation:**

Staff recommends acceptance of the Open Textbooks for Rural Arizona Grant awarded through the US Department of Education in the amount of \$101,898.00 (Award Number: P116T210013).

### **Summary:**

The three-year federal grant is to facilitate collaboration and professional development related to Open Educational Resources (OER), develop high-quality OER textbooks and ancillary materials to address gaps in the existing marketplace, implement and expand the use of OER to reduce key barriers to degree completion by decreasing the cost of education, and utilize existing features of Learning Management Systems (LMS) for personalized learning and continuous improvement.

The grant project is a collaborative effort of the Arizona Open Textbook Consortium led by Yavapai College. Consortium members include Arizona Western College, Eastern Arizona College, Central Arizona College, Coconino Community College, Mohave Community College, and Northland Pioneer College. The total award for all participating institutions is \$801,218.00, for a 3-year term. As a sub-awardee, NPC receives \$101,898.00, with \$33,966.00 allocated for each grant year. There is no financial matching required for this grant.

In collaboration with the consortium members, the college will utilize grant funds to provide professional development opportunities and support faculty in the development and adoption of OER.

The grant has a budget/performance period that begins September 1st, 2021 and ends August 30th, 2024.