

# 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 will meet for a regular District Governing Board Meeting, open to the public, on **August 18, 2020 beginning at 10:00 a.m.** The meetings will be held on **Zoom** and you can also join by calling **1 669 900 6833 and using meeting ID: 988 6406 4231.**

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

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

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

I, Paul Hempsey, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 17<sup>th</sup> day of August, 2020, at 10:00 a.m.

Paul Hempsey  
Recording Secretary to the Board

## NOTICE DISTRIBUTION

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



Northland Pioneer College Mission:

# NPC provides, supports and promotes lifelong learning.

## **Our Shared Vision:**

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

## **Our Shared Values:**

NPC upholds the following values:

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

# Governing Board Meeting Agenda

**ZOOM**

Or you can join by calling 1 669 900 6833 and using meeting ID: 988 6406 4231.

**Date:** August 18, 2020

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

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance .....	Chair Lucero
2.	Adoption of the Agenda..... <b>(Action)</b>	Chair Lucero
3.	Call for Public Comment..... <small>Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.</small>	Chair Lucero
4.	<b>Reports:</b>	
A.	<a href="#">Financial Position</a> .....	VPAS Ellison
B.	<a href="#">Assessment of Student Knowledge Annual Report</a> .....	Dr. Landy
C.	<a href="#">Office of Institutional Effectiveness Quarterly Report</a> .....	Director Yip-Reyes
D.	NPC Student Government Association (SGA) .....	No Report
E.	NPC Faculty Association .....	No Report
F.	<a href="#">Classified &amp; Administrative Staff Organization (CASO)</a> .....	Written Report
G.	<a href="#">Strategic Planning and Accreditation Steering Committee (SPASC)</a> .....	SPASC Co-Chairs
H.	NPC Friends and Family .....	Director Wilson
I.	<a href="#">Human Resources</a> .....	Written Report
5.	Consent Agenda..... <b>(Action)</b>	Chair Lucero
A.	<a href="#">June 16, 2020 Regular Meeting Minutes</a>	
B.	<a href="#">August 5, 2020 Special Meeting Minutes</a>	
C.	<a href="#">Dual Enrollment IGAs between</a> Navajo County Community College District and Blue Ridge USD; Holbrook USD; Show Low USD; St. Johns USD; Whiteriver USD.	
D.	<a href="#">TALON to Consortium IGA between</a> Navajo County Community College District and Blue Ridge USD; Ganado USD; Edkey Inc. Sequoia Village School.	
E.	<a href="#">TALON to Consortium IGA Amendments between</a> Navajo County Community College District and Blue Ridge USD; Holbrook USD; Sanders USD; Edkey Inc. Sequoia Village School; Show Low USD; St. Johns USD; Winslow USD.	
6.	<b>Old Business:</b> None.	
7.	<b>New Business:</b>	
A.	NACOG Partnership.....	Jennifer Brown
B.	<a href="#">2020 USDA Rural Utilities Distance Learning and Telecommunications Grant</a> .....	CIO Estes
C.	<a href="#">Program Review Summary: High School Programs</a> .....	Director Heister
D.	<a href="#">Program Review Summary: Administration of Justice</a> .....	Director Wisner
E.	<a href="#">NATC Board Change Request</a> ..... <b>(Action)</b>	VPLSS Clark
F.	<a href="#">Recommendation to Accept Updated Master Facilities Plan</a> ..... <b>(Action)</b>	VPAS Ellison
G.	<a href="#">Policy 1102: Equal Opportunity, Harassment, and Nondiscrimination</a> ..... <b>(Action)</b>	VPLSS Clark
8.	<b>Standing Business:</b>	
A.	President's Report.....	President Vest
B.	DGB Agenda Items and Informational Needs for Future Meetings .....	Chair Lucero
9.	Board Report/Summary of Current Events .....	Board Members

- 10. **Announcement of Next Regular Meeting .....September 15, 2020** Chair Lucero
- 11. **Executive Session: Pursuant to ARS 38-431.03(A)(1) – the District Governing Board may vote to enter Executive Session for discussion on the President’s performance and contract..... (Action)** Chair Lucero
- 12. **Possible Action on the President’s Contract..... (Action)** Board Members
- 13. **Adjournment ..... (Action)** Chair Lucero

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



## Northland Pioneer College

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, 2019 to May 31, 2020

Budget Period Expired

92%

Tax Supported Funds				
General Unrestricted				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Primary Tax Levy	15,254,000	2,225,799	15,177,833	100%
State Aid:				
Maintenance and Operations	1,567,700	-	1,567,700	100%
Equalization	7,751,900	-	7,751,900	100%
Rural Aid	889,200	-	889,200	100%
Tuition and Fees	4,860,000	159,915	3,863,768	80%
Investment earnings	-	14,090	1,108,368	
Grants and Contracts	1,306,400	982,720	1,771,231	136%
Other Miscellaneous	-	16,116	248,510	
Fund Balance	-			
Transfers	(2,900,000)	(991,374)	(2,438,668)	84%
<b>TOTAL REVENUES</b>	<b>\$ 28,729,200</b>	<b>\$ 2,407,266</b>	<b>\$ 29,939,842</b>	<b>104%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	18,897,429	1,380,443	16,161,612	86%
Operating Expenditures	9,831,771	384,036	5,499,407	56%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 28,729,200</b>	<b>\$ 1,764,479</b>	<b>\$ 21,661,019</b>	<b>75%</b>
<b>Unrestricted Plant</b>				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
<b>REVENUES</b>				
State Aid:				
Capital/STEM	339,500	-	339,500	100%
Fund Balance - WMC Facilities	12,500,000		-	0%
Transfers	2,000,000	918,757	1,692,797	85%
<b>TOTAL REVENUES</b>	<b>\$ 14,839,500</b>	<b>\$ 918,757</b>	<b>\$ 2,032,297</b>	<b>14%</b>
<b>EXPENDITURES</b>				
Capital Expenditures	2,339,500	917,351	1,889,082	81%
Capital Expenditures - WMC Facilities	12,500,000	9,426	143,215	1%
<b>TOTAL EXPENDITURES</b>	<b>\$ 14,839,500</b>	<b>\$ 926,777</b>	<b>\$ 2,032,297</b>	<b>14%</b>

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
 Statement of Financial Position  
 July 1, 2019 to May 31, 2020

Budget Period Expired 92%

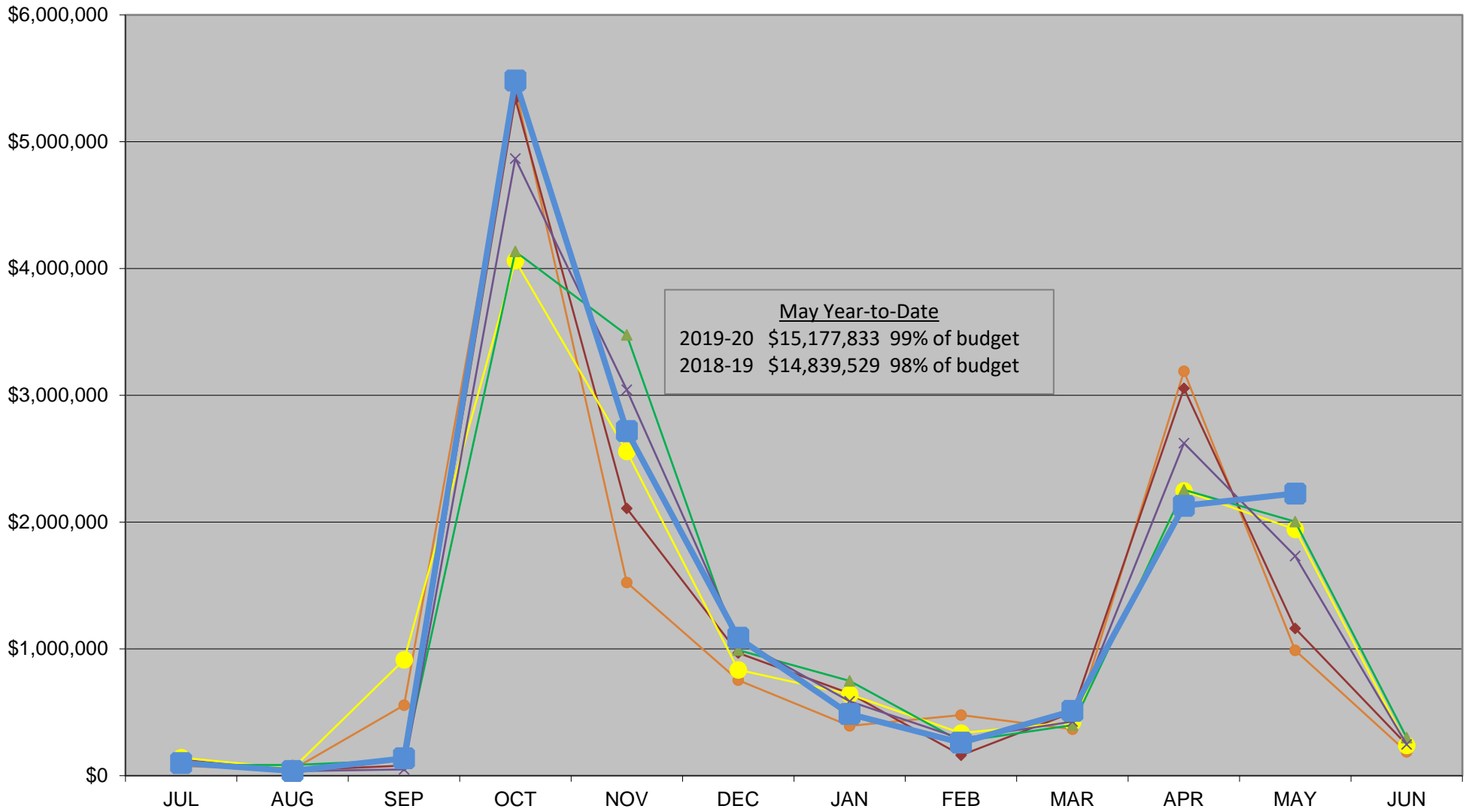
**Restricted and Auxiliary Funds**

	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Grants and Contracts	6,000,000	130,611	3,702,389	62%
Fund Balance	-			
Transfers	600,000	72,617	600,000	100%
<b>TOTAL REVENUES</b>	<b>\$ 6,600,000</b>	<b>\$ 203,228</b>	<b>\$ 4,302,389</b>	<b>65%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	976,929	114,296	1,117,727	114%
Operating Expenditures	5,623,071	262,909	3,358,581	60%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,600,000</b>	<b>\$ 377,205</b>	<b>\$ 4,476,308</b>	<b>68%</b>
	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Sales and Services	300,000	14,446	74,613	25%
Fund Balance	-			
Transfers	300,000	-	145,871	49%
<b>TOTAL REVENUES</b>	<b>\$ 600,000</b>	<b>\$ 14,446</b>	<b>\$ 220,484</b>	<b>37%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	298,971	5,192	136,924	46%
Operating Expenditures	301,029	2,285	76,590	25%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 600,000</b>	<b>\$ 7,477</b>	<b>\$ 213,514</b>	<b>36%</b>

**Cash Flows**

Cash flows from all activities (YTD) .....	\$36,495,012
Cash used for all activities (YTD) .....	\$28,383,138
Net Cash for all activities (YTD) .....	\$8,111,874

### Monthly Primary Property Tax Receipts



NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2019 to June 30, 2020

Budget Period Expired

100%

**Tax Supported Funds**

	General Unrestricted			
	Budget	Current Month		%
		Actual	Y-T-D Actual	
<b>REVENUES</b>				
Primary Tax Levy	15,254,000	-	15,177,833	100%
State Aid:				
Maintenance and Operations	1,567,700	-	1,567,700	100%
Equalization	7,751,900	-	7,751,900	100%
Rural Aid	889,200	-	889,200	100%
Tuition and Fees	4,860,000	749,270	4,613,038	95%
Investment earnings	-	-	1,108,368	
Grants and Contracts	1,306,400	161,358	1,932,589	148%
Other Miscellaneous	-	10,048	258,559	
Fund Balance	-			
Transfers	(2,900,000)	(307,203)	(2,745,871)	95%
<b>TOTAL REVENUES</b>	<b>\$ 28,729,200</b>	<b>\$ 613,473</b>	<b>\$ 30,553,316</b>	<b>106%</b>

<b>EXPENDITURES</b>				
Salaries and Benefits	18,897,429	990,467	17,152,078	91%
Operating Expenditures	9,831,771	1,044,561	6,543,969	67%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 28,729,200</b>	<b>\$ 2,035,028</b>	<b>\$ 23,696,047</b>	<b>82%</b>

	Unrestricted Plant			
	Budget	Current Month		%
		Actual	Y-T-D Actual	
<b>REVENUES</b>				
State Aid:				
Capital/STEM	339,500	-	339,500	100%
Fund Balance - WMC Facilities	12,500,000	375,546	375,546	3%
Transfers	2,000,000	307,203	2,000,000	100%
<b>TOTAL REVENUES</b>	<b>\$ 14,839,500</b>	<b>\$ 682,749</b>	<b>\$ 2,715,046</b>	<b>18%</b>

<b>EXPENDITURES</b>				
Capital Expenditures	2,339,500	673,962	2,563,045	110%
Capital Expenditures - WMC Facilities	12,500,000	8,787	152,001	1%
<b>TOTAL EXPENDITURES</b>	<b>\$ 14,839,500</b>	<b>\$ 682,749</b>	<b>\$ 2,715,046</b>	<b>18%</b>

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

Budget Period Expired 100%

**Restricted and Auxiliary Funds**

	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Grants and Contracts	6,000,000	460,555	4,162,945	69%
Fund Balance	-			
Transfers	600,000	-	600,000	100%
<b>TOTAL REVENUES</b>	<b>\$ 6,600,000</b>	<b>\$ 460,555</b>	<b>\$ 4,762,945</b>	<b>72%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	976,929	109,942	1,227,669	126%
Operating Expenditures	5,623,071	157,073	3,515,654	63%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,600,000</b>	<b>\$ 267,015</b>	<b>\$ 4,743,323</b>	<b>72%</b>

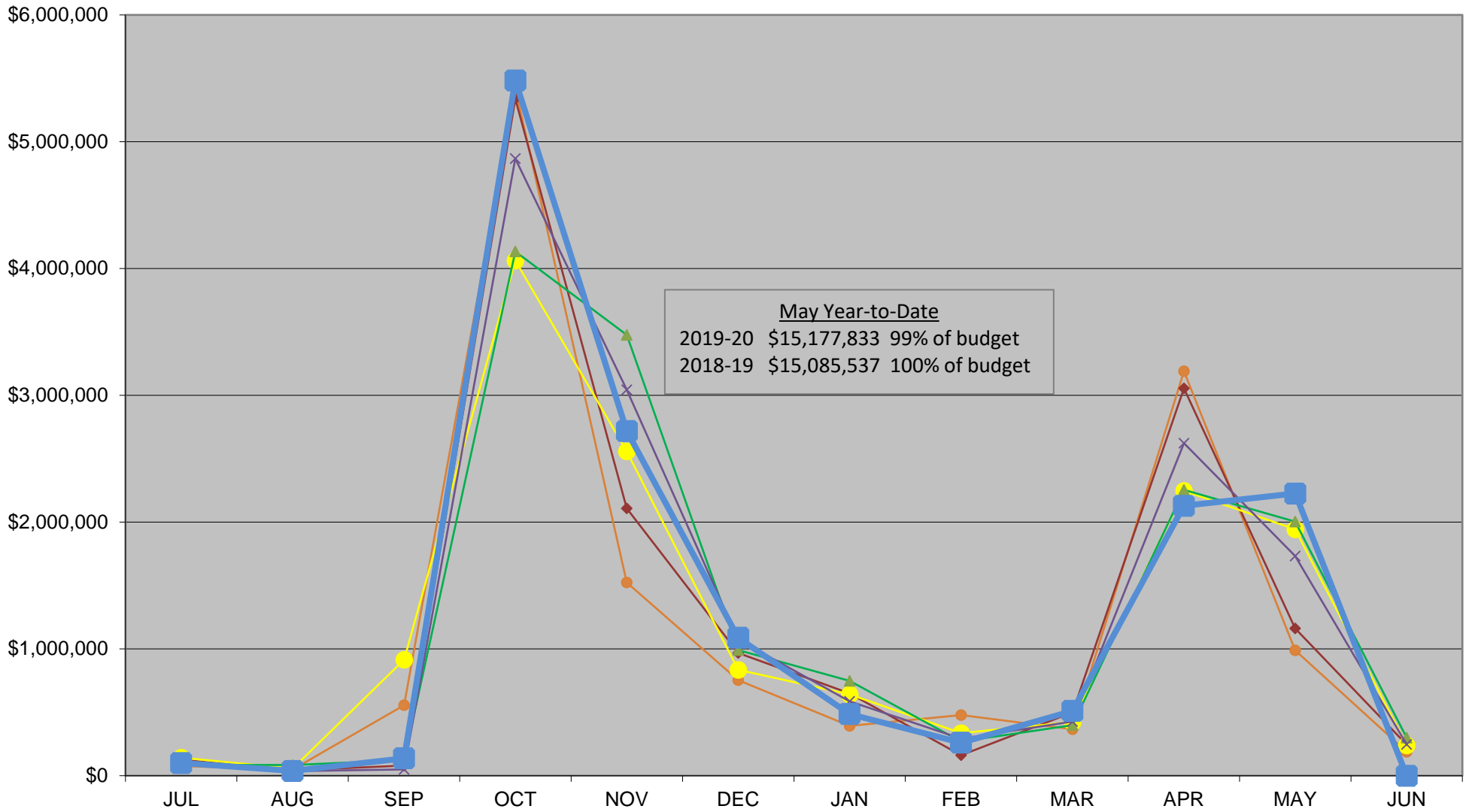
	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Sales and Services	300,000	2,492	77,105	26%
Fund Balance	-			
Transfers	300,000	-	145,871	49%
<b>TOTAL REVENUES</b>	<b>\$ 600,000</b>	<b>\$ 2,492</b>	<b>\$ 222,976</b>	<b>37%</b>
<b>EXPENDITURES</b>				
Salaries and Benefits	298,971	5,143	142,067	48%
Operating Expenditures	301,029	1,424	78,013	26%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 600,000</b>	<b>\$ 6,567</b>	<b>\$ 220,080</b>	<b>37%</b>

**Cash Flows**

Cash flows from all activities (YTD) .....	\$38,254,283
Cash used for all activities (YTD) .....	\$31,374,496
Net Cash for all activities (YTD) .....	\$6,879,787

### Monthly Primary Property Tax Receipts

● 2014-15   
 ◆ 2015-16   
 ● 2016-17   
 ▲ 2017-18   
 × 2018-19   
 ■ 2019-20 JUNE YTD



**Assessment of Student Knowledge Committee**  
**Report to the District Governing Board**  
Respectfully Submitted August 3, 2020

**Background:**

The Assessment of Student Knowledge (ASK) Committee is a subcommittee of Instructional Council. The purpose of ASK is to coordinate and support the assessment of student knowledge process across the college. The committee serves the college by facilitating the assessment cycle, sharing assessment information, and reviewing methods for student assessment. Specifically, the charges posed to ASK for the 2019-2020 academic year were to:

- Implement plan to help the individual departments assess student learning across modalities as applicable;
- Continue with the assessment of student knowledge process;
- Send information to the Instructional Division about ASK events, including Planning Day, Reading Day and Dialogue Day;
- Review methods for collecting assessment reporting;
- Look at the implementation of having a Learning Outcomes Workshop prior to Planning Day; and
- Make recommendations related to institutional learning outcomes.

**Committee Membership**

The ASK committee membership includes six faculty members representing each division of the college (Arts and Science, Career and Technical Education, and Nursing and Allied Health). The committee also includes the Director of Institutional Effectiveness. The committee is currently short one faculty member due to a retirement. Current membership includes:

- Allison Landy (Chair), AS
- Judy Yip-Reyes (Vice Chair), Director of Institutional Effectiveness
- Sam Harris, CTE
- Terry Hayes, NAH
- Melody Niesen, AS
- Harshika Bhatt, AS
- Cynthia Hutton, AS

**Committee Accomplishments and Activities:**

The ASK committee committed to two specific goals for the 19-20 academic year. The first goal was to provide specific, meaningful feedback to departments and programs submitting reports. Committee members developed a feedback form and reviewed each report submitted during the first phase of assessment, Planning Day. We also had a landing page created on MyNPC that was easily accessible by all faculty to house the reports. The intention is to keep three years of reports filed on the page to allow departments to assess and review patterns and trends in data. Each committee member reviewed a variety of reports, and sent feedback to the report authors.

The second goal was to present the college with recommended Institutional Level Learning Outcomes. In spring, 2019, faculty gathered for the annual Dialogue Day and came to consensus regarding two key traits we hope students develop while at NPC. These included Effective Communication and Critical Thinking and Analysis Skills. The ASK Committee then developed measurable outcomes in those areas and presented them to Instructional Council (Attachment A). The council approved the committee's recommendations in

February, 2020. The following Institutional Learning Outcomes were approved:

**Critical Thinking and Analysis Outcome** - *Gather and synthesize relevant information, evaluate alternatives and implement creative and effective solutions across real-world settings.*

**Effective Communication Outcome** - *Share, express, and exchange ideas effectively through listening, speaking, reading, writing, and other forms of communication.*

The intent of the committee was to then use the college Dialogue Day to present the outcomes to the college and discuss strategies to measure and evaluate the outcomes during upcoming assessment cycles. Unfortunately, the pandemic required a shift in college planning priorities, and Dialogue Day was cancelled for the spring.

### **ASK Next Steps**

In the coming year, ASK plans to support the process of assessing goals aligned to the Institutional Level Learning Outcomes approved by IC. The committee will also work to collaborate with other college service areas to develop integrated and aligned assessment strategies. We will attempt to again hold an integrated Dialogue Day so that assessment and planning are connected across college systems.

Additionally, the ASK committee will continue to refine the ASK process to make it meaningful for all programs and departments as well as intentionally address the institutional level outcomes. Developing the critical competencies and measurable behaviors will be key to the success of understanding student learning effectiveness.

Respectfully submitted,  
Allison Landy, EdD  
Chair, ASK Committee



## ATTACHMENT A

### Recommended Institutional Learning Outcomes

Proposed by ASK Committee: 2/24/2020

We proposed the following Institutional Learning Outcomes (ILO) to be presented for approval at Instructional Council. In addition to the ILOs, the committee discussed proposing **sample** learning competencies that departments could use for aligning and/or measuring progress towards the ILOs. ILOs will be presented, and the sample competencies will be discussed during Dialogue Day activities.

Proposed Outcomes and EXAMPLE competencies are:

Through participation in programs and services at Northland Pioneer College, students will be able to:

1. Gather and synthesize relevant information, evaluate alternatives and implement creative and effective solutions across real-world settings. (ILO area of Critical Thinking)

#### EXAMPLE Critical Thinking Competencies (for discussion)

- a. Clearly and completely state and describe a problem/issue.
  - b. Use rules or frameworks to provide context for and understand problems or issues.
  - c. Identify quality sources for data and information pertinent to a problem or issue being examined.
  - d. Use well-designed search strategies to gather data and information.
  - e. Create and/or organize data and information into meaningful patterns in order to interpret and draw inferences from it.
  - f. Consider the context, costs, benefits and consequences of potential solutions to problems or issues.
  - g. Evaluate information to identify limitations and biases.
  - h. Identify the best solution to a problem or issue.
  - i. Develop a plan to implement a solution to a problem or issue.
  - j. Share, express, and exchange ideas effectively through listening, speaking, reading, writing and other forms of communication.
2. Share, express, and exchange ideas effectively through listening, speaking, reading, writing, and other forms of communication. (ILO Effective Communication)

#### EXAMPLE Effective Communication Competencies (for discussion), the initials indicate which communication forms are addressed (speaking, reading, writing, and other).

- a. Use culturally relevant active listening skills to understand others' perspectives (S/L)
- b. Consider the role of context, language, and purpose when developing a communication for a particular audience. (S/W)
- c. Organize communications effectively, ensuring there is a clear introduction and conclusion, the content is well-sequenced and there are appropriate transitions. (R/W/S/O)

- d. Display respect and openness for diverse opinions/ideas/discourse when engaging in conversations, discussions, or debates. (S/L)
- e. Make effective presentation, formatting and stylistic choices when developing a communication using a variety of media. (W/O)
- f. Use visual representations such as graphs, charts or graphics to enhance the meaning of the message that is being communicated. (W/O)
- g. Use high-quality, credible, relevant sources to support writing. (R/W)
- h. Provide constructive feedback to others. (S/W)
- i. Display openness to hearing feedback from others when presented in respectful and constructive ways. (L)
- j. Create a written summary of the main ideas extracted from information gathered. (R/W)
- k. Use appropriate posture, gestures, eye contact and vocal expressiveness to effectively communicate information. (O)

The benefits noted about the above ILOs were that they cross disciplines and allow flexibility. It was thought that being explicit is valuable and important. It was also felt that the proposed outcomes were broad enough to use for co-curricular student assessment as well. The co-curricular assessment may use different competencies, or the same ones.

Competencies were either chosen from or adapted by those found here:

<https://www.grcc.edu/instructionalsupport/curriculumdevelopment/institutionallearningoutcomes>

## Office of Institutional Effectiveness

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

1. Submitted Strategic Vision results data
2. Provided data to support High School Program Review and the TALON grant report
3. Provided data to support the Rural Utilities Service Grant, the Arizona Industry Credentials Incentive Program, WIOA external reporting, and the Higher Education Directory Report
4. Fulfilled internal data requests
5. Completed the AY19-20 Academic Performance of High School Students (2040 Report)
6. Conducted the COVID-19 Student Survey (April-May 2020) [see Appendix A]
7. Conducted the Summer 2020 Course Improvement Surveys [see Appendix B]

In addition, under the leadership of President Vest, OIE helped facilitate multiple sessions with the Leadership Council in June and July to produce a draft version of the mission, values, and vision narrative. The draft was shared with the college at the Fall 2020 Convocation to collect initial feedback. Subsequent follow-up sessions will be organized with both internal and external stakeholder groups in the fall.

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

**Category: Positive Ratings Comparison (Strongly Agree, Agree)**

	Fall 2018	Spring 2019	Summer 2019	Fall 2019	Summer 2020*
% Response Rate	47.8%	50.7%	56.6%	43.4%	32.8%

**RATINGS ABOUT THE COURSE**

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

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

**RATINGS ABOUT THE INSTRUCTOR**

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

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

**STUDENT CONTRIBUTION TO COURSE**

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

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

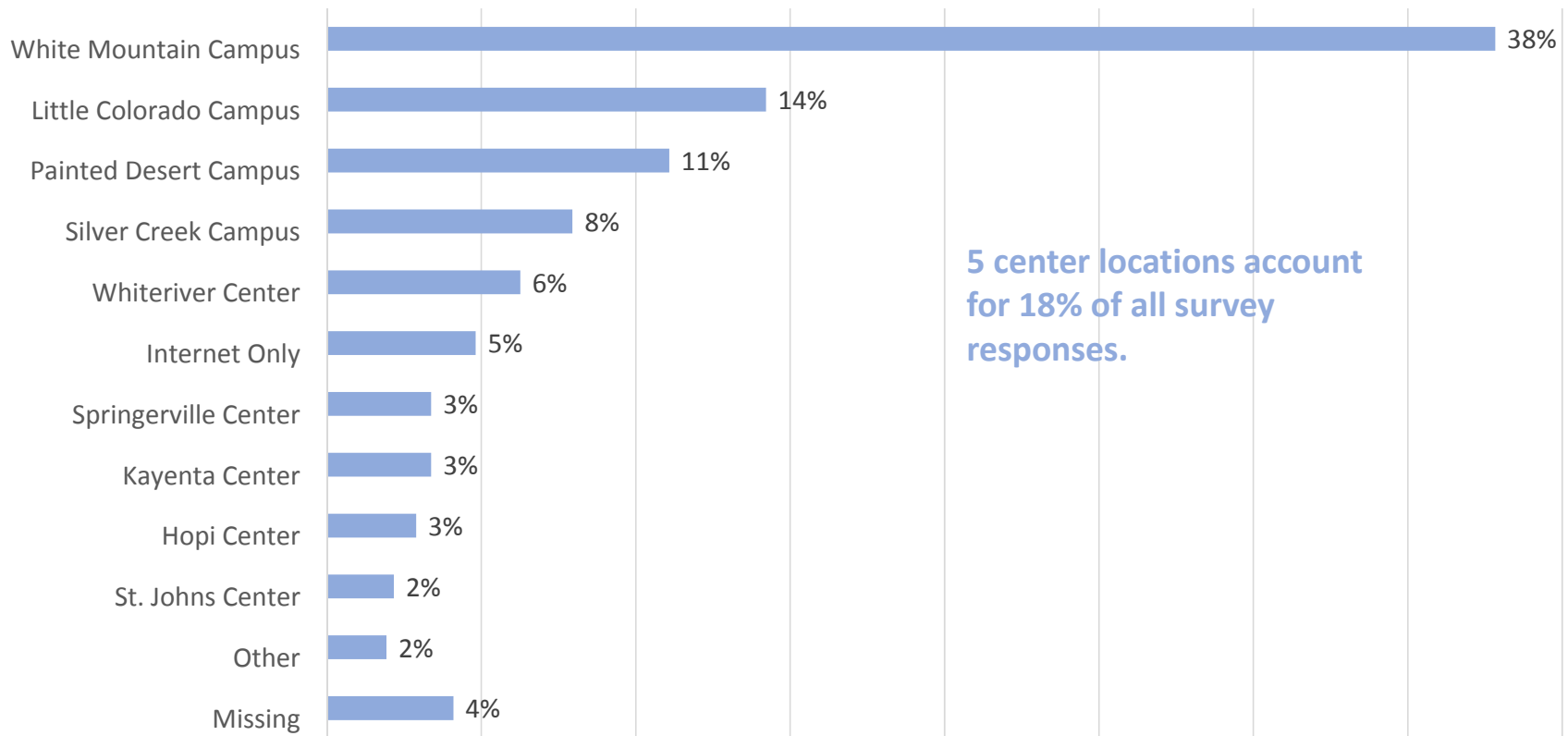
\*Course Improvement Survey was not conducted for Spring 2020 due to COVID-19 pandemic in the middle of the semester. A COVID-19 student survey was administered in April-May, 2020.

Note: Response rates excluded dual enrollment courses.

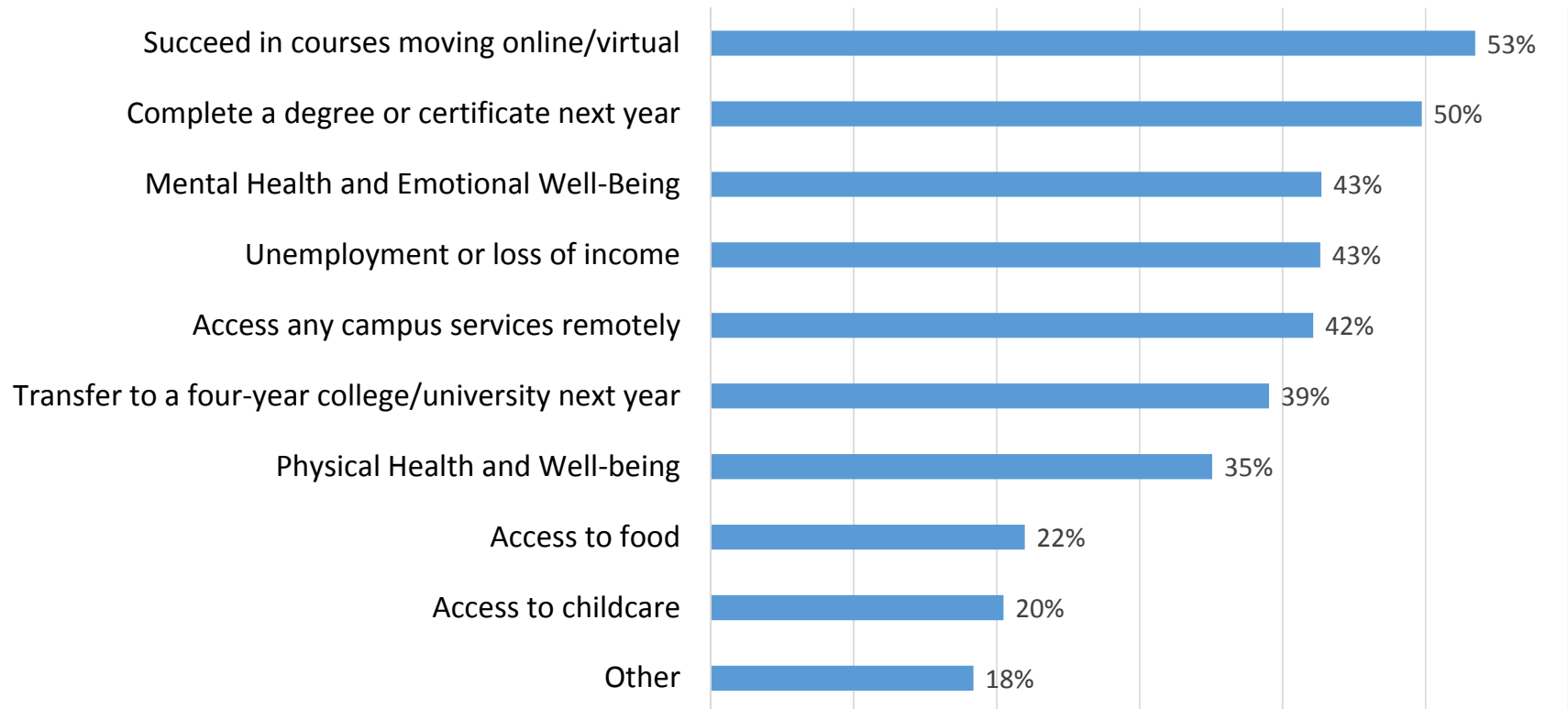
# NPC COVID-19 Student Survey Results

Based on 415 responses collected between April 27 and May 18, 2020

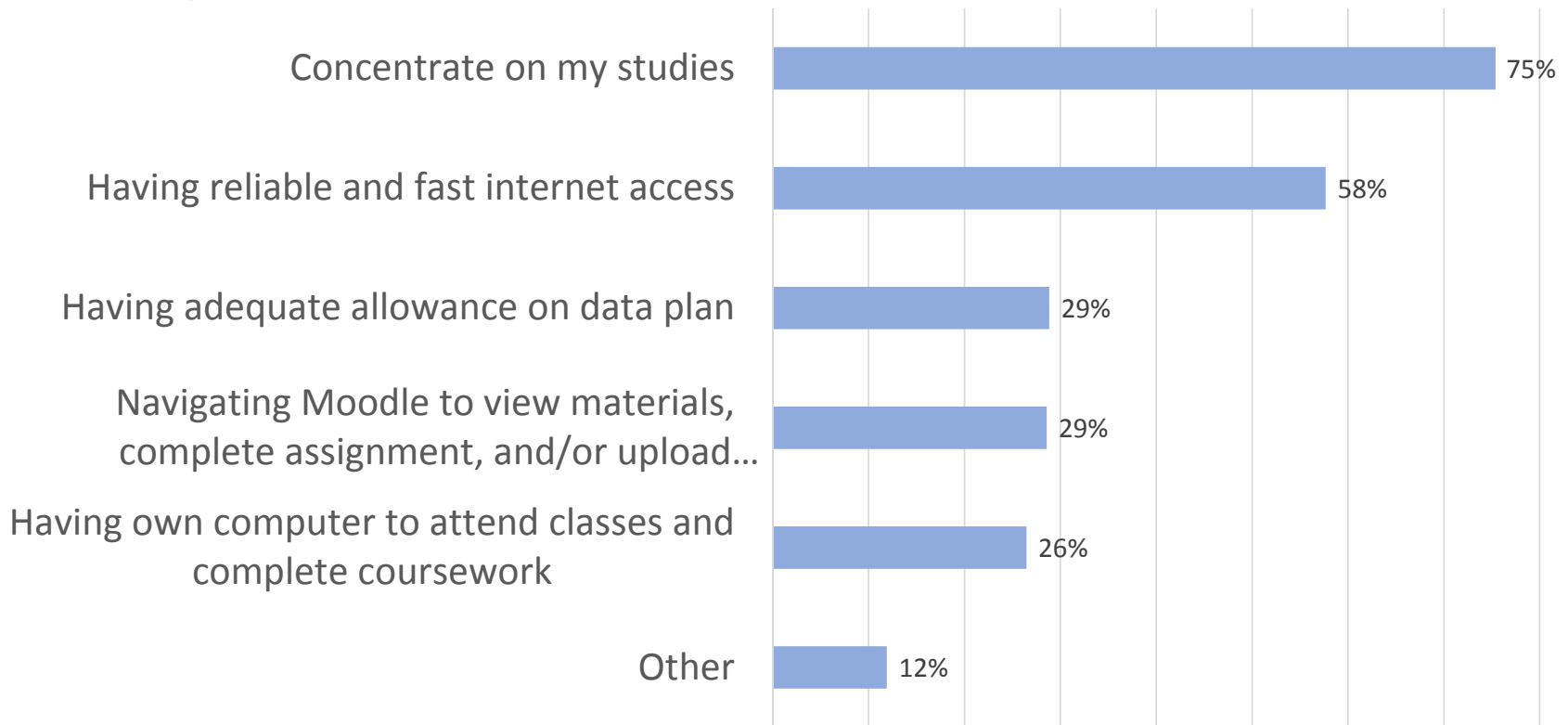
## Response Pattern Generally Resembles Enrollment Pattern by Location



Over half of the students were at least somewhat concerned about being successful in courses when moving online/virtual. Four out of 10 were at least somewhat concerned about their mental/emotional well-being, unemployment/loss of income, and ability to access any campus services remotely.



### 3 out of 4 Students had major concerns about their ability to concentrate on their studies.



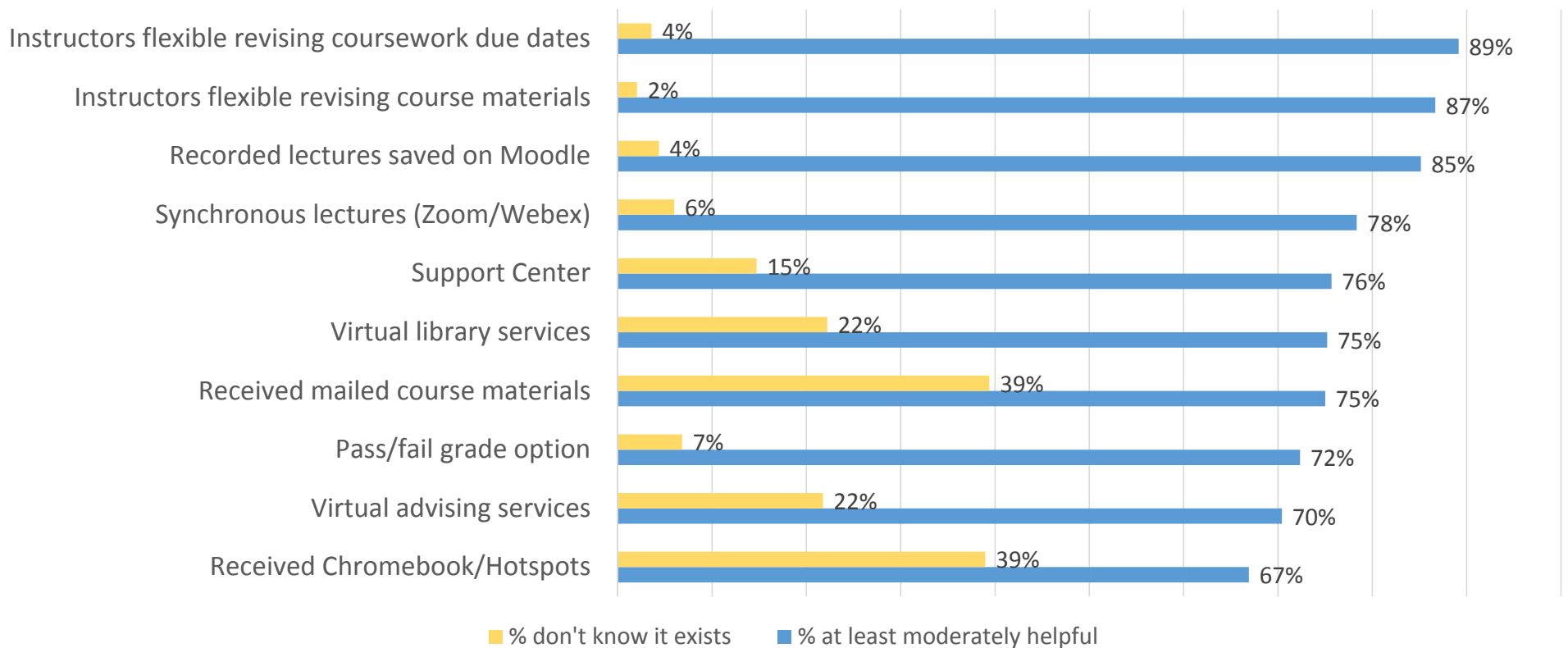


The ability to concentrate is a major concern for students across all locations, though students also expressed unique set of major concerns in each campus/center location.

	<u>% Ability to Concentrate</u>	<u>% Having Reliable/Fast Internet</u>	<u>% Adequate Data Allowance</u>	<u>% Navigate Moodle</u>	<u>% Having Own Computer</u>
Five centers	84%	63%	40%	21%	26%
Little Colorado Campus	74%	61%	39%	37%	31%
Painted Desert Campus	73%	76%	34%	27%	44%
Silver Creek Campus	83%	48%	31%	17%	28%
White Mountain Campus	69%	51%	19%	30%	20%
College-Wide	75%	58%	29%	29%	26%

Due to small numbers, responses from students who identified one of the five center locations as primary location are summed together to provide more meaningful percentages.

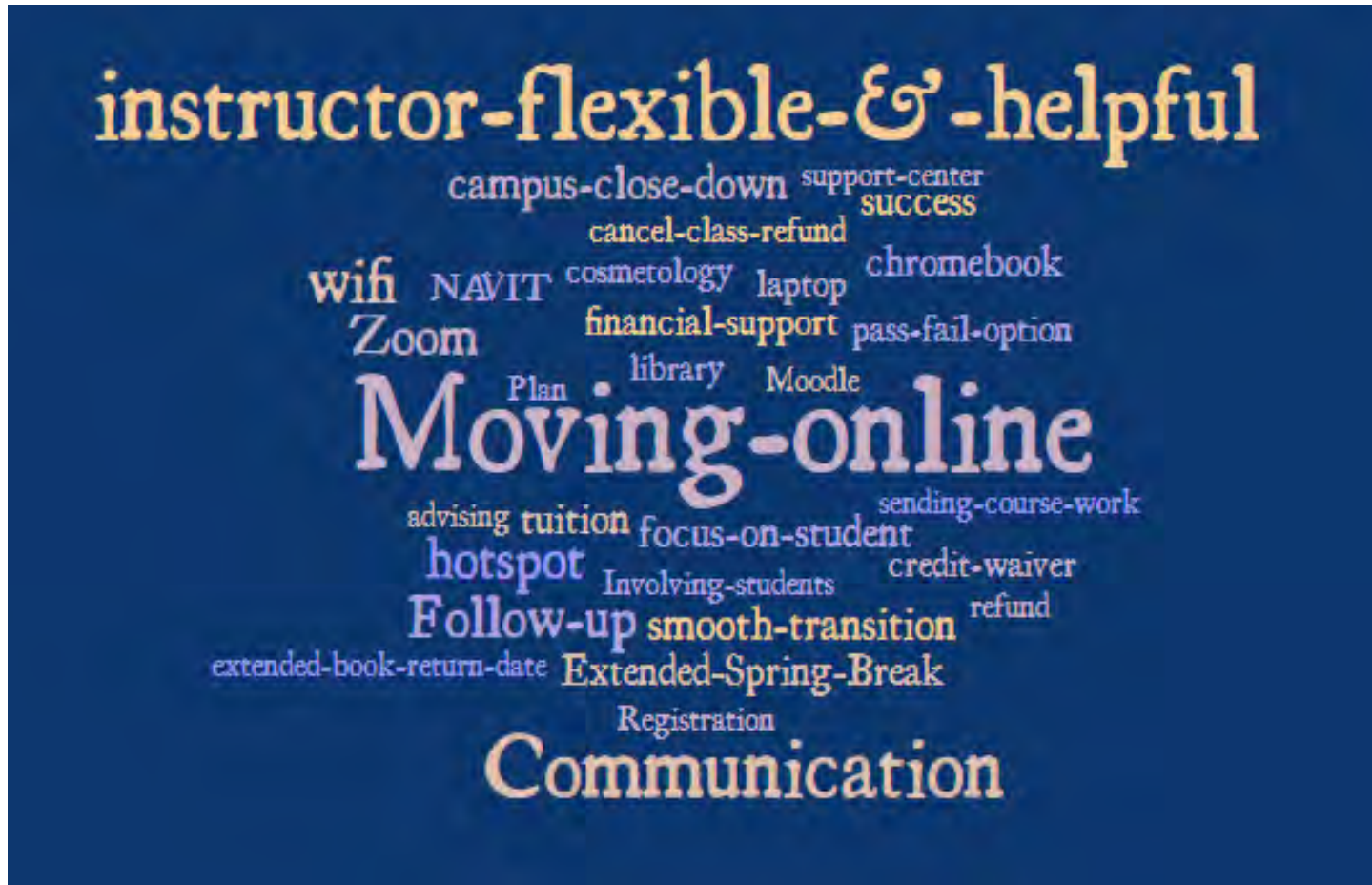
**Students found many of the instructor-enabled adjustments at least moderately helpful. Two out of 10 students did not know virtual library or advising services existed.**



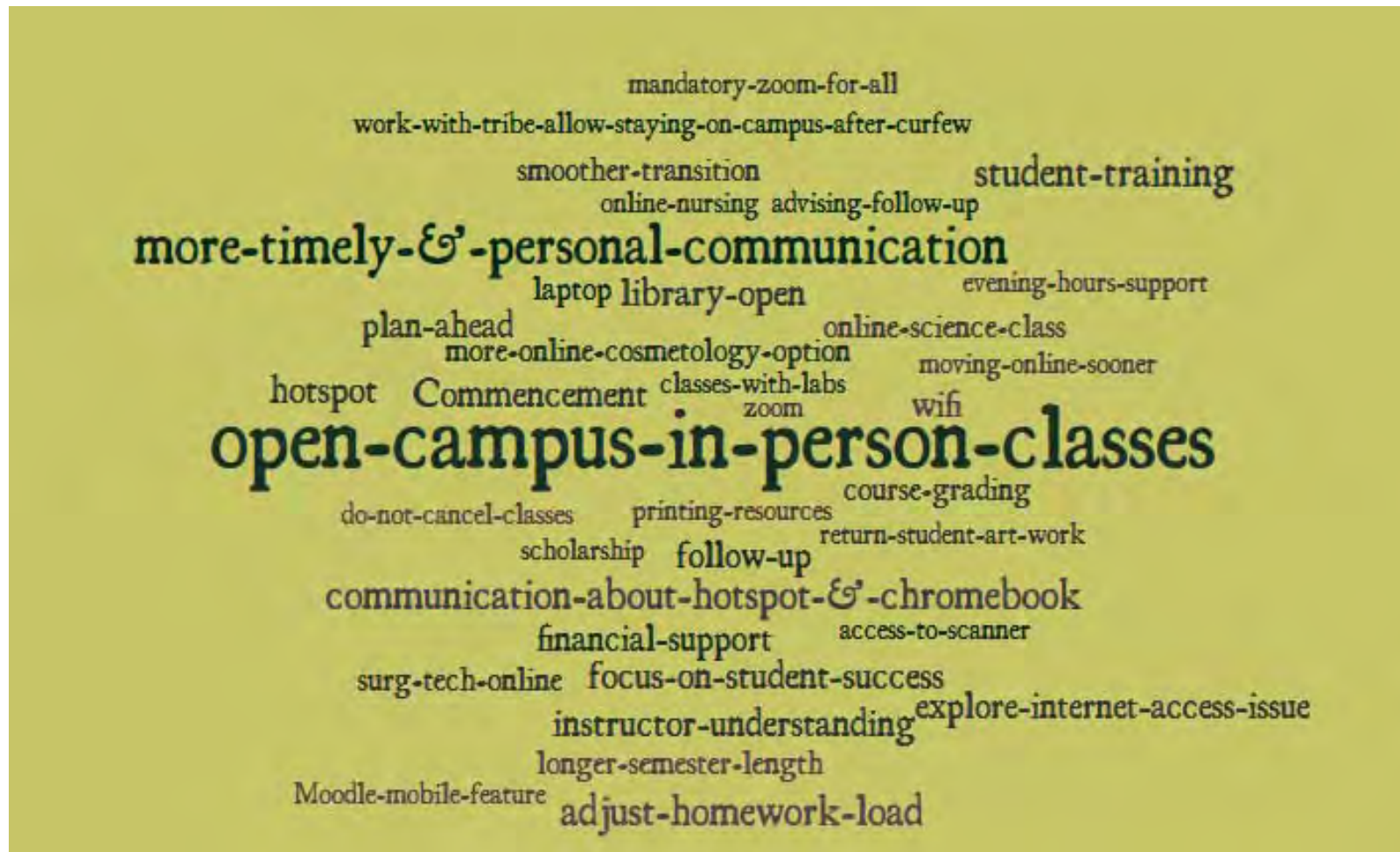
# Other Findings

- Videoconferencing Preference: Of 100 students who indicated receiving instructions through Zoom and Webex, **91% preferred Zoom.**
- Nelnet Ease of Use: 55 responses mentioned that Nelnet was used this semester, but only 51 rated the level of ease in using Nelnet.
  - **75% users rated Nelnet was either "Somewhat easy" or "Extremely easy" to use.**
- Planning to Enroll Next Fall: 395 students who responded to this question. Of those who were not graduating this semester (365), **78% intended to enroll at NPC in the fall.**

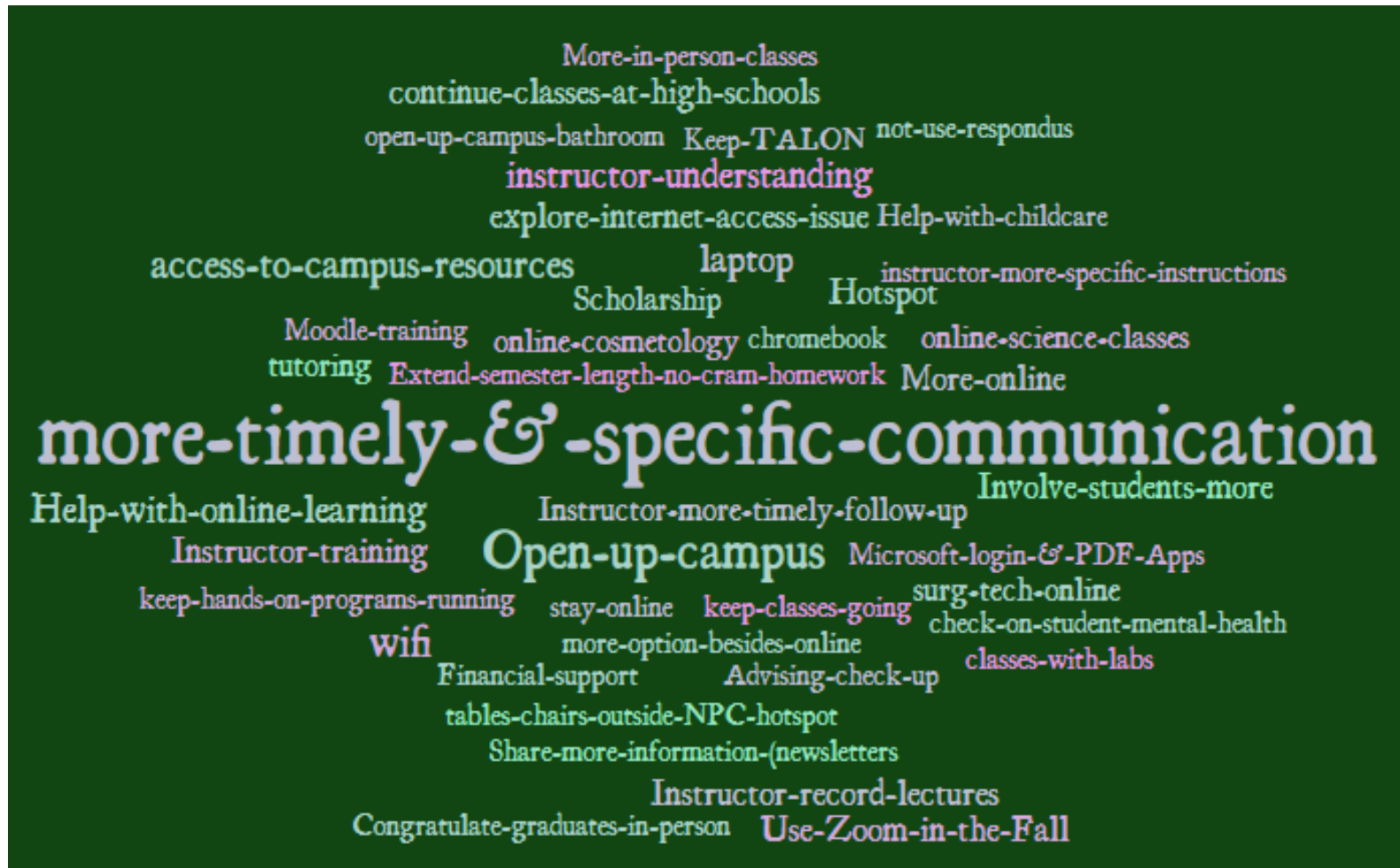
# What students appreciated about NPC during this pandemic



# What students thought NPC could do better



# What students suggested moving forward



## Classified and Administrative Support Organization (CASO)

### August 2020 Report

- Current leadership is working on updating the CASO portion of procedure 2125 Shared Governance
- CASO is willing to donate \$2,000 from raised funds to the NPC Food Pantry should the project be approved
- There is a CASO student scholarship will now be administered with assistance from Betsy Wilson, Director of Friends and Family
- CASO is also reviewing professional development options and opportunities

*'Join us as we continue to re-vision the role of CASO as a powerful voice for staff at NPC'*

Donna Krieser

CASO President



# Strategic Planning and Accreditation Annual Report

## Strategic Planning:

Strategic Planning efforts continued to move forward after adopting the 2019-2020 initiatives.

- Removing Student Barriers:
  - Childcare – NPC has partnered with Northern Arizona Council of Governments (NACOG) Head Start, in coordination with Blue Ridge Unified School District to provide childcare access to NPC students. An additional partnership was identified with Sprouts Preschool in Show Low that is willing to provide “wrap-around care” in coordination with Head Start services on the Show Low Campus, should we be able to codify a partnership.
    - The college provided NACOG Head Start a Letter of Intent to partner with the Head Start programs as they submitted their grant competition application. The intent was to provide opportunities on Winslow and Show Low, with potential in Snowflake.
    - SPASC motioned to accept the current report presented.
  - Transportation – Fleet Pilot program was implemented since Spring 2018 and currently ongoing. The program was moved to the instruction division to continue.
    - SPASC motioned to recommend Leadership Council to consider following up with the Arts & Science Division.
- Improving Student Experiences through Enrollment Management:
  - Talon - The primary goal was sustainability and over the last eight semesters NPC has reached that, we are partnering with school districts to move the program forward. With all the challenges that came with COVID, Talon students had 91% completion rate
    - Operational plan is on track and SPASC motioned to accept the current report and to move forward with closing the initiative, allowing Leadership Council to take further action as they deem necessary.
  - NPC-wide Student Nonemergency Texting System
    - A system was purchased July 2019 and has is currently in use with 13 departments active. Initiative was voted completed by SPASC and will remain in use.





- Financial Aid Packaging System & Realign Financial Aid disbursement schedule
  - The Financial Aid Office implemented Campus Logic in April 2019 and Campus Logic June 2020. Financial Aid is in the last steps of the Operation Plan with reviewing and adjusting the process or practices as fits.
  - SPASC motioned to accept the Financial Aid Report and recommended that Leadership Council to consider following up on the final priority activities.
- Wed-based Payment System
  - Wed based payment system went live in mid-March 2019, and has been implemented for registration since summer 2019. Technology Advancement & Support (TAS) and Records & Registration have been working on the initiative together, there has been some unexpected delays due to staff shortages.
  - SPASC motioned to accept the report and recommendation give by Jeremy Raisor; strategic initiative continue as a Priority with collaboration with the Student Success Alliance.
- Improve Internal & External Communication with knowledge and skill level of all college employees (training)– Recommended to Leadership Council for the college to keep working on this initiative and to hand down to the new Chief Human Resources Office when hired.

**SPASC Committee:**

- SPASC motioned to disband on July 17, 2020 and for the current co-chairs to report recommendations to the President and Leadership Council. We also ask for Procedure 2125 to be amended accordingly.
- SPASC recommends to move forward with the idea of the Strategic Review Team with few members that can work closely together that are detail-oriented and familiar with NPC. Membership should include constituents from all areas within the college and reflect project management skills.



**DGB Human Resources Update  
August 11, 2020**

**OPEN POSITIONS**

1. **Administrative Systems Analyst – Open until filled. 2 applicants.**
2. **Carl Perkins Grant Specialist – Open until filled. 23 applicants.**
3. **Chief Human Resources Officer – Open until filled. 36 applicants.**
4. **Data Analyst – Open until filled. 0 applicants.**
5. **WMC Learning Assistant – Open until filled. 20 applicants.**
6. **Marketing Writer – Open until filled. 6 applicants.**
7. **System Support Technician – Open until filled. 10 applicants.**
8. **Technology Support Technician – Open until filled. 31 applicants.**

**CLOSED: IN REVIEW**

9. **Administrative Assistant to the Director of Nursing and Allied Health – Closed June 7, 2020. 5 applicants-Pending Job Offer.**
10. **Early College Advisor 2 – Closed July 14, 2020. 516 applicants-Pending Job Offer.**
11. **Faculty in Educational Technology / Department Chair – Closed July 16, 2020. 27 applicants.**

**FILLED**

12. **Administrative Assistant to Dean of Instructional Innovation – Cassie Dows. Starts Aug. 17, 2020.**
13. **Community & Corporate Learning Specialist – Kathryn Matott. Start August 3, 2020.**
14. **Curriculum Coordinator – Michael Broyles, Ph.D. Start date August 3, 2020 at SCC.**
15. **Dean of Instruction Innovation. Wei Ma, Ph.D. Start date July 1, 2020 at WMC.**
16. **Director of Nursing and Allied Health Services – Ruth Zimmerman. Start date July 1, 2020 at WMC.**
17. **Director of Small Business Development Center- Richard Chanick. Start date July 1, 2020 at WMC.**
18. **Early College Coordinator – April Horne. Start date July 1, 2020 at SCC.**
19. **EMS Program Clerk – Jana Dixon. Start June 1, 2020 at SCC.**
20. **EMS Program Coordinator – Michelle Prentice. Start August 17, 2020.**
21. **English Language Acquisition for Adults (ELAA) Faculty / Instructional Leader / Success Coach – Nichole Hendricks. Start date August 3, 2020.**
22. **Faculty in Biology / Chemistry – SPE – Chun-Hung Wang, Ph.D. Start date August 17, 2020.**
23. **Faculty in Chemistry / Biology – LCC – Shan Qin, Ph.D. Start date August 17, 2020.**
24. **Faculty in College & Career Preparation – Shandiin Deputee. Start date August 17, 2020.**
25. **Faculty in Mathematics – SCC – Alexander Henderson, Ph.D. Start date August 17, 2020**
26. **Faculty in Mathematics – WMC – Xu “Shirley” Xie. Start date August 17, 2020.**
27. **Faculty in Nursing – WMC – Melinda Klug. Start August 17, 2020.**
28. **Instructional Designer – Stephanie Stancil, Ph.D. Start date August 17, 2020.**
29. **Interim Faculty in Computer Information Systems – Remote (Special Status Two-Year Appointment – Jonathan Schrader. Starts August 17, 2020.**
30. **Recruitment Specialist South – Rebecca Hunt. Start date August 17, 2020.**
31. **Faculty in Educational Technology / Department Chair – LaTonya Motley. Start Date August 3, 2020.**

# Navajo County Community College District Governing Board Meeting Minutes

June 16, 2020 – 10:00 a.m.

ZOOM

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**Governing Board Member Present:** Mr. Frank Lucero; Mr. Derrick Leslie (Joined after the first vote); Mr. Everett Robinson; Mr. Elias Jouen.

**Governing Board Member Present by Phone:**

**Governing Board Member Absent:** Mr. Daniel Peaches.

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

**Others Present:** Carlos Reinhold; Denise Rominger; Lauralee Parsons; Peggy Belknap; Daphne Brimhall; Ruth Zimmerman; Susan Jensen; Judy Yip-Reyes; Sandy Manor; Robert Johnson; Betsy Wilson; Ann Hess; Gail Campbell; Lia Keenan; Amber Hill; Terrie Shevat; Lauren Maestas; Ernie Hess; Wei Ma; Donna Krieser; Matt Weber; Rickey Jackson.

**Others Present by Phone:**

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

Chair Lucero called the meeting to order at 10:04 a.m. and asked Maderia Ellison to lead Pledge of Allegiance.

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

*Mr. Robinson moved to table Items 11 and 12 till the August meeting and adopt the agenda as amended. Mr. Jouen seconded the motion. **The motion passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, and Chair Lucero voting in favor. There were no votes against.***

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

None.

## **Agenda Item 4: Reports**

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

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

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

No Report.

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

No Report.

Navajo County Community College District Governing Board Meeting – 06/16/2020 – Page 1 of 6



# Northland Pioneer College

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**4.D. Classified & Administrative Staff Organization (CASO)**  
No Report.

**4.E. Friends and Family**

Director Wilson addressed the Board and provided an update on recent Friends and Family activities noting the recipients of various scholarships for the Fall semester.

**4.F. Human Resources**

Written Report.

**Agenda Item 5: Consent Agenda**

- A. May 19, 2020 Budget Hearing Minutes
- B. May 19, 2020 Special Board Meeting Minutes
- C. May 19, 2020 Regular Meeting Minutes
- D. TALON to Consortium IGA Amendments between Navajo County Community College District and Dishchiibikoh Community School District; Joseph City USD; Red Mesa USD; Sanders USD; Snowflake USD; Whiteriver USD.
- E. IGA between Navajo County Community College District and Navajo County for emergency notifications.

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

**Agenda Item 6: Old Business**

None.

**Agenda Item 7: New Business**

**7.A. Scholarship Update**

VPLSS Clark addressed the Board and provided an update on the use of college offered scholarships noting changes that were being made this year that will affect future reporting.

Mr. Robinson asked if the President's Scholars Program was still active. VPLSS Clark noted that it was and the college was just moving underutilized funds from the scholarship to new areas to support students.

**7.B. Program Review: Disability Resource & Access (DRA)**

Coordinator Manor addressed the Board and provided a review of the Disability Resource & Access operations at the college, informing them of current efforts to rename the department.

**7.C. Program Update Surgical Tech & Massage Therapy**

VPLSS Clark provided a review of the first semester of the Surgical Technology and Therapeutic Massage programs at the college.

Mr. Robinson thanked VPLSS Clark for the report.



#### **7.D. Higher Learning Commission Financial Ratios**

VPAS Ellison reviewed the HLC Financial Ratios with the board noting the college remained in good health.

#### **7.E. Call for Election**

President Vest addressed the Board and reviewed the Call for Election for three seats, District 1, District 2, and District 4.

*Mr. Robinson made a motion to adopt the resolution calling for Elections for open seats in Districts 1, 2, and 4, cooperating with Navajo County Election Services as presented. Mr. Leslie seconded. The motion passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, and Mr. Leslie voting in favor. There were no votes against.*

#### **7.F. 2020-21 & 2021-22 Academic Calendar Revisions**

VPLSS Clark reviewed the request to amend the Academic Calendars for 2020-21 and 2021-22 adding the two additional leave days during the winter break that the Board approved at the April meeting

Mr. Lucero asked if the Spring semester would run two days longer. VPLSS Clark responded that it would not, as students were not in class during this time so no instruction is affected.

*Mr. Robinson made a motion to approve the revisions to the 2020-21 & 2021-22 Academic Calendar as presented. Mr. Leslie seconded. The motion passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, and Mr. Leslie voting in favor. There were no votes against.*

#### **7.G. 2022-2023 Academic Calendar**

VPLSS Clark reviewed the Academic Calendar for 2022-2023 and noted staff recommends approval.

*Mr. Robinson made a motion to adopt the 2022-2023 Academic Calendar as presented. Mr. Leslie seconded. The motion passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, and Mr. Leslie voting in favor. There were no votes against.*

#### **7.H. Annual CFO Designation**

VPAS Ellison reviewed the request to designate a college employee as Chief Fiscal Officer, noting the Auditor General's office was now providing a template to use on an annual basis.

*Mr. Robinson made a motion to accept the resolution designating VPAS Ellison as CFO. Mr. Leslie seconded. The motion passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, and Mr. Leslie voting in favor. There were no votes against.*



**7.I. Request to Approve Annual Renewal of Jenzabar**

CIO Estes reviewed the request to approve the renewal of the Jenzabar maintenance and support contract for a cost of \$256,680.08, noting the request was a sole source purchase.

*Mr. Robinson made a motion to renew the Jenzabar contract for July 2020 to June 2021 in the amount of \$256,680.08 as a sole source purchase. Mr. Leslie seconded. **The motion passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, and Mr. Leslie voting in favor. There were no votes against.***

**7.J. Request to Award Contract: Uniformed Security Services**

VPAS Ellison reviewed the request to award a contract for Uniformed Security Services to Strategic Security Corporation, noting this was the only completed submission from the RFP process.

Mr. Jouen asked where the company was based. Carlos Reinhold, Manager of Emergency Services & Public Safety, reported the company was based in New Jersey. Mr. Jouen asked if the company had offices in the area. VPAS responded that they had local and regional offices in Arizona with a local office in Flagstaff being the most likely point of contact for the college.

*Mr. Jouen made a motion to award the contract to Strategic Security Corporation in an amount not to exceed \$75,000 annually. Mr. Leslie seconded. **The motion passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, and Mr. Leslie voting in favor. There were no votes against.***

Mr. Leslie left the meeting at 10:57a.m.

**7.K. Recommendation to Partner with Achieve60AZ on Grant**

President Vest reviewed the recommendation to partner with Achieve60AZ on a grant opportunity, noting the commitment was for a three-year period and total cost of no more than \$1500.

*Mr. Jouen made a motion to approve the request to partner with Achieve60AZ with an annual contribution of \$500 for three years. Mr. Robinson seconded. **The motion passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, and Chair Lucero voting in favor. There were no votes against.***

**7.L. 2020-2022 Dual Enrollment IGAs**

VPLSS Clark noted the new Dual Enrollment IGAs were for a two-year period instead of one and this was the only change to the agreement.

*Mr. Robinson made a motion to approve the 2020-2022 Dual Enrollment IGAs as presented. Mr. Jouen seconded. **The motion passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, and Chair Lucero voting in favor. There were no votes against.***





President Vest noted that future Dual Enrollment IGAs would be moved back to the consent agenda.

**7.M. Policy 1102 – Equal Opportunity, Harassment, and Nondiscrimination Policy**

VPLSS Clark reviewed the request to approve changes to Policy 1102 noting the reason behind the changes. VPLSS Clark also noted that training will be available for Board members, through the college’s membership of ATIXA, on June 25<sup>th</sup> and interested Board members should contact Recording Secretary to the Board Hempsey.

Mr. Lucero asked if the training would be on Zoom. VPLSS Clark responded that it would be a webinar and likely on Zoom.

Mr. Jouen asked if ATIXA has an association with the Association of Community College Trustees. VPLSS Clark responded that she was unaware of an association but many of the community colleges in Arizona were members to the extent that they were considering a consortium agreement for next year.

Mr. Robinson asked if the revision would cause changes to other college Policies and Procedures. VPLSS Clark responded that it would and noted a list was already started in the event that the new policy is approved.

*Mr. Robinson made a motion to adopt the revisions to Policy 1102 – Equal Opportunity, Harassment, and Nondiscrimination with the final document including any title changes, and page number amendments as noted in the document. Mr. Jouen seconded. **The motion passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, and Chair Lucero voting in favor. There were no votes against.***

**Agenda Item 8: Standing Business**

**8.A. President’s Report**

President Vest reported that the college has developed an Operations plan for the summer and fall semesters addressing the current pandemic but it will continue to evolve as the situation changes. President Vest also noted an opportunity for the college attorney to present a training at the August meeting if Board members were interested. Chair Lucero noted that he would like to hear if the Arizona School Board Association would provide their annual training this year as he believed it would be more beneficial.

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

None.

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

None.

**Agenda Item 10: Announcement of Next Regular Meeting:** Regular District Governing Board meeting on Tuesday, August 18, 2020.



**Agenda Item 11: Executive Session: Pursuant to ARS 38-431.03(A)(1) – the District Governing Board may vote to enter Executive Session for discussion on the President’s performance and contract**

Per the motion to adopt the agenda item 11 was tabled till the August meeting.

**Agenda Item 12: Possible Action on the President’s Contract**

Per the motion to adopt the agenda item 12 was tabled till the August meeting.

**Agenda Item 13: Adjournment**

*The meeting was adjourned at 11:18 a.m. upon a motion by Mr. Robinson and a second by Mr. Jouen. The motion passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, and Chair Lucero voting in favor. There were no votes against.*

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board





# Navajo County Community College District Governing Board Meeting Minutes

August 5, 2020 – 3:30 p.m.  
ZOOM

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**Governing Board Member Present:** Mr. Frank Lucero; Mr. Everett Robinson; Mr. Elias Jouen; Mr. Daniel Peaches; Mr. Derrick Leslie (Joined after first vote).

**Governing Board Member Present by Phone:**

**Governing Board Member Absent:**

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

**Others Present:** Tamara Osborne; China Cassidy; Denise Rominger; Judy Yip-Reyes; Jodie Humphrey; Susan Jensen; Peggy Belknap; Lia Keenan; Amber Hill; Betsy Wilson.

**Others Present by Phone:**

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

Chair Lucero called the meeting to order at 3:00 p.m.

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

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

## **Agenda Item 3: New Business**

### **3.A. Fall Operations**

President Vest addressed the Board and provided information on the loss of COVID-19 liability insurance and the potential options, and terms the college would have to meet, for new coverage under the Trust. Coverage would be retroactive, to July 1, as long as the conditions were met.

Chair Lucero confirmed the limitations of the coverage presented by President Vest. President Vest also informed the Board of the college attorney's opinion on the proposed coverage. Mr. Lucero noted the recent study regarding potential COVID-19 hotspots that listed college as the number one risk. President Vest responded that this was most likely due to colleges with residential halls and cafeterias and large classes.

Mr. Jouen asked if the college was able to financially sustain the conditions required. President Vest responded that the college had the ability to sustain financially at the moment and was



utilizing CARES Act funding for some of the costs. The college is ready to meet both pre-conditions of joining the option.

Chair Lucero asked if the college would require students to sign both the Liability Waiver and Acknowledgement of Risk documents. President Vest responded that the college's preference would be having students to sign the Liability Waiver rather than the Acknowledgement of Risk due to the additional deductible costs per claim associated with the latter document. Chair Lucero asked what the college position would be if a student refused to sign, with his preference being that if he/she does not sign, he/she is not allowed to attend. President Vest responded that he would not be in favor of this approach but would defer to the Board if it chose to address it.

Chair Lucero asked if CDC guidance requires mask. President Vest noted that it did and that the college requires face coverings for anyone present on campus unless they are alone or able to maintain physical distance outside. Chair Lucero asked if a student refused to wear a covering, he/she would be removed from campus. VPLSS Clark noted that the college would be required to follow the Student Code of Conduct procedure and action taken would be determined on a case-by-case basis. President Vest also noted the option to put students on interim suspensions if they are placing themselves or others at risk.

Answering questions from Chair Lucero and Mr. Jouen, President Vest noted the college would like direction on whether or not to join the coverage and that direction would dictate how they proceed in meeting the pre-condition requirements with the preference to use the Liability Waiver over the Acknowledgement of Risk.

*Mr. Jouen made a motion to approve the purchase of COVID-19 liability coverage for the college through The Trust at a cost not to exceed \$20,000.00. Mr. Robinson seconded.*

President Vest asked VPAS Ellison if the motion as stated met her needs to join. VPAS Ellison noted that it did.

***The motion passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.***

### **7.B. Request to Approve Purchase of Laptops**

CIO Estes addressed the Board and reviewed the request to purchase laptops, with protective sleeves, and noted that students would not be expected to return the laptops at the end of the semester.

Chair Lucero asked for the breakdown of cost by fund. CIO Estes noted the requested amount from CARES Act funding and from the college's Technology scholarship fund, respectively.

Mr. Robinson asked what software would be available with the purchase. CIO Estes provided a rundown of what would be available to the students with each laptop.



Chair Lucero confirmed that the laptops would be awarded from a scholarship application which VPLSS Clark provided details on.

Mr. Jouen asked which contract, state or otherwise, was being utilized for this purchase. CIO Estes responded that he did not have that information available but would provide it to the Board and make sure it was included in recommendation in the future.

*Mr. Robinson made a motion to approve the purchase of 119 Lenovo laptops and protective sleeves from Lenovo in the amount of \$61,594.86 as presented. Mr. Leslie seconded. **The vote passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.***

**Agenda Item 4: Adjournment**

*The meeting was adjourned at 4:08 p.m. upon a motion by Mr. Peaches and a second by Mr. Jouen. **The motion passed upon a roll-call vote with Mr. Jouen, Mr. Robinson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.***

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NORTHLAND PIONEER COLLEGE COMMUNITY COLLEGE DISTRICT  
AND  
BLUE RIDGE UNIFIED SCHOOL DISTRICT NO. 32**

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (“College”), and Blue Ridge Unified School District No. 32 (“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”).

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NORTHLAND PIONEER COLLEGE COMMUNITY COLLEGE DISTRICT  
AND  
HOLBROOK UNIFIED SCHOOL DISTRICT NO. 3**

This Intergovernmental Agreement ("Agreement") is entered into between Navajo County Community College District ("College"), and Holbrook Unified School District No. 3 ("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").



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NORTHLAND PIONEER COLLEGE COMMUNITY COLLEGE DISTRICT  
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”).

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

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

**BACKGROUND**

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

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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

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



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NORTHLAND PIONEER COLLEGE COMMUNITY COLLEGE DISTRICT  
AND  
WHITERIVER UNIFIED SCHOOL DISTRICT NO. 20**

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (“College”), and Whiteriver Unified School District No. 20 (“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 following addresses:

**20. LEGALWORKER REQUIREMENT**

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

**21. WORKERS COMPENSATION**

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

If to College:

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

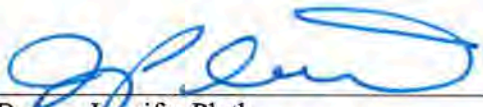
If to School District:

Jennifer Plath, Interim Superintendent  
Whiteriver Unified School District No. 20  
P.O. Box 190  
Whiteriver, AZ 85941

COLLEGE

SCHOOL DISTRICT

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

  
\_\_\_\_\_  
By: Jennifer Plath  
Title: Interim 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 Mackin  
Title: Attorney, Sims Mackin  
Counsel for Navajo County Community  
College District  
Dated: 6/18/2020

Sesaly O. Stamps  
By: Sesaly O. Stamps  
Title: Outside Counsel  
Counsel for School District  
Dated: 05/19/2020



## 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.

WRV	ACO	ECD141	HEALTHY AND SAFE EARLY	ENDFIEL, L	2.00
WRV	ACO	ECD250	SURVEY OF CHILD DEVELOP	ENDFIEL, L	3.00
WRV	ACO	ECD200	INTRO TO EARLY CHLDHD E	ENDFIEL, L	3.00
WRV	ACO	ECD184	EARLY SOCIAL AND EMOTIO	ENDFIEL, L	2.00
WRV	ACO	ECD108	OBSERV AND ASSESS EARLY	ENDFIEL, L	1.00
WRV	ACO	ECD217	EARLY CHLDHD LANGUAGE A	ENDFIEL, L	1.00
WRV	ACO	ECD186	EFFECTIV INTERACTNS FOR	ENDFIEL, L	1.00
WRV	ACO	ECD187	SUPPORTNG STEM IN EARLY	ENDFIEL, L	1.00
WRV	ACO	ECD128	CULTURE LANGUAGE AND CO	ENDFIEL, L	1.00
WRV	ACO	ECD233	POLIC PROCEDUR EARLY CH	ENDFIEL, L	2.00
WRV	ACO	ECD110	BLDG RELATIONSHIPS WITH	ENDFIEL, L	1.00
WRV	ACO	ECD175	PROFESSIONALISM	ENDFIEL, L	1.00
WRV	ACO	BUS100	INTRODUCTION TO BUSINES	NGO, JOHAN	3.00
WRV	ACO	BUS105	TECHNIQUES OF SUPERVISI	NGO, JOHAN	3.00
WRV	ACO	BUS110	SMALL BUSINESS MANAGEME	NGO, JOHAN	3.00
WRV	ACO	BUS112	FUNDAMENTALS OF BOOKKEE	NGO, JOHAN	3.00
WRV	ACO	BUS185	ETHICS IN MANAGEMENT	NGO, JOHAN	3.00
WRV	ACO	BUS202	PROFESSIONAL CUSTOMER S	NGO, JOHAN	1.00
WRV	ACO	BUS220	PRINCIPLES OF MARKETING	NGO, JOHAN	3.00
WRV	ACO	BUS240	ENTREPRENEURSHIP	NGO, JOHAN	3.00

**EXHIBIT B**

**FINANCIAL PROVISIONS**

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

**1. INSTRUCTORS**

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

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

**2. PAYMENTS TO THE SCHOOL DISTRICT**

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

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

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

**TUITION:**

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

**ADDITIONAL FEES AND/OR COSTS:**

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

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

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

*Check the appropriate line:*

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

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

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



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

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

**5. FINANCIAL AID**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NORTHLAND PIONEER COLLEGE COMMUNITY COLLEGE DISTRICT  
AND  
Blue Ridge UNIFIED SCHOOL DISTRICT**

This Intergovernmental Agreement ("Agreement") is entered into between Navajo County Community College District ("College"), and Blue Ridge School District No. 32 ("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 dual and 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  
NORTHLAND PIONEER COLLEGE COMMUNITY COLLEGE DISTRICT  
AND  
GANADO UNIFIED SCHOOL DISTRICT**

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (“College”), and Ganado School District (“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.

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Courses offered under this IGA are a hybrid approach of dual and 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  
NORTHLAND PIONEER COLLEGE COMMUNITY COLLEGE DISTRICT  
AND**

**Edkey, Inc - Sequoia Village School ~~UNIFIED SCHOOL DISTRICT~~**

This Intergovernmental Agreement ("Agreement") is entered into between Navajo County Community College District ("College"), and Edkey, Inc - Sequoia Village School School District No. \_\_\_\_\_ ("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 dual and 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, 2021.

#### **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 and presentations for the participating District students.
- I. Shall provide for the participating District students access to advising, career and library services, college financial aid assistance, 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 ensure participation in a minimum of 3 college courses each semester (fall and spring).
- E. Shall assist the College in identifying and enrolling appropriate high school students in concurrent enrollment courses.
- F. 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.
- G. Shall provide local technical support for the equipment.
- H. Shall coordinate equipment and technical support needs with College Information Services personnel.
- I. Will adhere to College policy regarding billing and refunding for students who withdraw.
- J. Will hold students accountable to the college's Student Conduct Code as outlined in the current college catalog.
- K. 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.
- L. Shall submit student registration forms to NPC prior to District students leaving for summer break.
- M. Shall provide College-identified textbooks to participating students. District may make a determination as to textbook cost recovery based on District needs.
- N. Shall identify a District employee to serve as primary District Project contact.
- O. 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

**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. Partners shall be required to pay a deposit of \$2,500 on or before February 1, 2020. Thereafter, 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. This invoice will reflect a credit of \$2,500 for the deposit. The minimum seat costs (tuition plus equipment fee) and the cost for each enrollment added to the minimum, is due by the college's FTSE day each semester. Minimum seat costs are as follows: 25 seats for schools with 300 or more students; 15 seats for schools between 100 and 299 students; there is no seat minimum cost for schools with less than 100 students. Spring minimum enrollment costs may be decreased by 2 to allow for attrition.

**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 Concurrent Enrollment Courses within School District.

**7.3 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.

#### **7.4 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).

### **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:

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

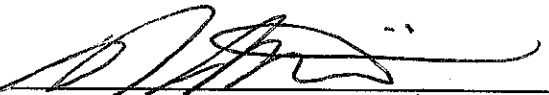
If to School District:

Mark Pitzuweit, Superintendent  
Edkey, INC Unified School District  
1460 S. Horne  
Mesa Az 85204

COLLEGE

SCHOOL DISTRICT

By: Mark Vest  
Title: President

  
By: Mark Pitzuweit  
Title: Superintendent or CEO

Date

6/30/2020  
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.



Counsel for Navajo County Community  
College District  
Dated: July 2, 2020

Counsel for School District  
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:**

College tuition is Seventy-seven Dollars (\$77) per credit hour for each in-state student and three hundred seventy Dollars (\$ 370) 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.)	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. .
1. Equipment Fee \$2,672	District <u>X</u> Student _____
2. Course Fees	District _____ Student _____
3.	District _____ Student _____

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

*Check the appropriate line:*

- X 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 concurrent enrollment program.

[If grants, scholarships or financial aid are available, specify that information here]:           N/A            
\_\_\_\_\_

**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)*  
\$ \_\_\_\_\_

Portion of that FTSE distributed to School District:  
*(Specify percentage or dollar amount)*  
\_\_\_\_\_

Amount School District returned to College:  
*(Specify percentage or dollar amount)*  
\_\_\_\_\_

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
Blue Ridge USD #32 SCHOOL DISTRICT**

This First Amendment is entered by and between Navajo County Community College District (dba Northland Pioneer College; "College"), and BRUSD School District No. 32 ("School District") (collectively "Parties").

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

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

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

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

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

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

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

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

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

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



IN WITNESS HEREOF, the Parties sign this Agreement:

COLLEGE	SCHOOL DISTRICT
_____ B	_____ B
By: Mark Vest	By: _____
Title: President	Title: Superintendent
_____ D	_____ D
ate	ate 06/10/2020

**APPROVAL AS TO FORM**

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

By: <u>Kush Haski</u>	<u>7/28/2020</u>
Legal Counsel for College	Dated
By: <u>OK Paul</u>	<u>5/20/2020</u>
Legal Counsel for School District	Dated

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

This First Amendment is entered by and between Navajo County Community College District (dba Northland Pioneer College; "College"), and Holbrook Unified School District No. 3 ("School District") (collectively "Parties").

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

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

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

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

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

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

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

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

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

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

IN WITNESS HEREOF, the Parties sign this Agreement:

**COLLEGE**

**SCHOOL DISTRICT**

By: Mark Vest  
Title: President

By: *Dr. Robert Kasperovich*  
Title: Superintendent

Date

Date

*6.16.2020*

**APPROVAL AS TO FORM**

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

By: *Kristin Macki* July 2, 2020  
Legal Counsel for College Dated

By: *[Signature]* May 21, 2020  
Legal Counsel for School District Dated

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS HEREOF, the Parties sign this Agreement:

**COLLEGE**

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

\_\_\_\_\_  
Date

**SCHOOL DISTRICT**

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

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

**APPROVAL AS TO FORM**

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

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

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

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN**

**NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT**

**AND**

Edkey, INC - Sequoia Village SCHOOL DISTRICT

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

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

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

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

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

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

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

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

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

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

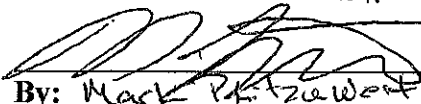
5. Effective date. The Effective Date of this Amendment shall be July 1, 2020.

IN WITNESS HEREOF, the Parties sign this Agreement:

COLLEGE

SCHOOL DISTRICT

By: Mark Vest  
Title: President

  
By: Mark P. Kitzewend  
Title: Superintendent or CEO

Date

6/30/2020  
Date

**APPROVAL AS TO FORM**

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

By: Kush Hashi July 2, 2020  
Legal Counsel for College Dated

By: \_\_\_\_\_  
Legal Counsel for School District Dated



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

This First Amendment is entered by and between Navajo County Community College District (dba Northland Pioneer College; "College"), and Show Low Unified School District No. 10 ("School District") (collectively "Parties").

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

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

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

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

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

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

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

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

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

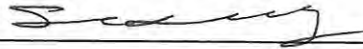
5. Effective date. The Effective Date of this Amendment shall be July 1, 2020.

IN WITNESS HEREOF, the Parties sign this Agreement:

**COLLEGE**

**SCHOOL DISTRICT**

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


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

\_\_\_\_\_  
Date

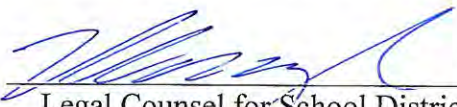
6-11-2020  
\_\_\_\_\_  
Date

**APPROVAL AS TO FORM**

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

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

6/18/2020  
\_\_\_\_\_  
Dated

By:   
\_\_\_\_\_  
Legal Counsel for School District  
Mangum, Wall, Stoops & Warden PLLC

5/21/2020  
\_\_\_\_\_  
Dated



**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
St. Johns Unified SCHOOL DISTRICT**

This First Amendment is entered by and between Navajo County Community College District (dba Northland Pioneer College; "College"), and St. Johns Unified School District No. 1 ("School District") (collectively "Parties").

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

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

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

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

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

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

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

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

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

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

IN WITNESS HEREOF, the Parties sign this Agreement:

COLLEGE

SCHOOL DISTRICT

By: Mark Vest  
Title: President

  
By:  
Title: Superintendent

Date

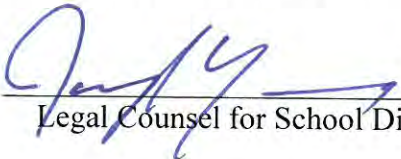
  
Date

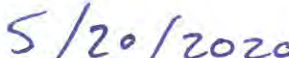
**APPROVAL AS TO FORM**

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

By:   
Legal Counsel for College

July 2, 2020  
Dated

By:   
Legal Counsel for School District

  
Dated

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

This First Amendment is entered by and between Navajo County Community College District (dba Northland Pioneer College; "College"), and Winslow Unified School District No. 1 ("School District") (collectively "Parties").

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

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

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

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

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

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

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

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

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

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

IN WITNESS HEREOF, the Parties sign this Agreement:

COLLEGE

SCHOOL DISTRICT

By: Mark Vest  
Title: President

  
By:  
Title: Superintendent

Date

6.03.2020  
Date

**APPROVAL AS TO FORM**

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

By:   
Legal Counsel for College

July 2, 2020  
Dated

By:   
Legal Counsel for School District

6/24/20  
Dated



## 2020 USDA Rural Utilities Distance Learning and Telecommunications Grant

### Summary:

Northland Pioneer College proposes Advancing Educational Resilience in Emergency Situations (AERIES), a three-year project to extend and enhance access to post-secondary educational opportunities available to students across even the most isolated portions of Navajo and Apache Counties. It is the objective of Project AERIES to increase students' educational resiliency to ongoing and future emergencies, like the COVID19 pandemic, by providing them with the technology they need for any-place learning, while also increasing the educational resilience of college instructors by making the existing Wide Area Network and technology solutions at each partner high school more robust, efficient and flexible. The project goal will be measured by the increase in number and percentage of students accessing and successfully completing post-secondary classes provided through the AERIES project. Activities include:

- Upgrading of AV-linked classrooms on the site of each of sixteen partner high schools and five NPC A-V classrooms. These upgrades will enable each classroom to be transformed from an end-user only site to a hub/end user site enabling any qualified instructor to teach from any location within the college/high school consortium to any location within the college/high school consortium. This change will vastly expand the ability to connect college-certified instructors with learners across the service area;
- Upgrading of low-bandwidth teleconferencing solutions at each endpoint, assuring that classroom connectivity is not interrupted and that students can access synchronous classes remotely;
- Utilization of innovative technology solutions that are most compatible with enabling students to remain synchronously connected to their classes from any Wi-Fi –enabled location, if they must work remotely.

The amount of \$946,109.00 is requested from the Rural Utility Services Distance Learning and Telemedicine grant program. Grant funds will be used for acquisition of all AV-linked classroom technology and peripherals. Installation and maintenance will be performed by NPC's Technology Advancement and Support (TAS) division as



**Northland Pioneer College**

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

part of the required 15% match. NPC's Instructional Innovation Division will also provide support to instructors for distance education pedagogy to optimize teaching and learning.

Both Northland Pioneer College and its partner high schools, like most educational institutions worldwide, are in a period of great uncertainty with regard to the upcoming academic year. The COVID-19 pandemic has already prompted many students and parents of students to opt for either withdrawing from classes or homeschooling, at least for the Fall 2020 semester. This simply is not an option for many of the students who will be served by Project AERIES. Moreover, the loss of enrollment for both the college and its partner high schools has tremendous negative implications with regard to budgeting – implications that cannot yet be foreseen, due to the fluidity of the pandemic. Funding through the Rural Utilities Services Distance Learning and Telemedicine program will enable the college and sixteen rural and remote high schools across its service area to develop sustainable solutions that will enable them to keep their students connected and maintain resiliency in times of crisis.



**Northland Pioneer College**

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

## **B. Executive Summary**

### **An Introduction to the Applicant and Service Area:**

Northland Pioneer College (NPC), established in 1972, is the only **publically-controlled, comprehensive, multi-campus community college** serving Navajo and Apache Counties in rural and remote northeastern Arizona. All students commute to four full-service campuses, five centers, and numerous outreach sites to participate in traditional classroom lectures, and hands-on labs. Since the early 1980's NPC has been a pioneer and leader in the use of Distance Learning Technology (DLT), offering classes via interactive video/audio formats. The college's DLT network is the most efficient, efficacious, and cost-effective way to provide educational services to students in our region of dispersed, low population density, and often the only way to aggregate enough students to fill courses. NPC serves an area of 21,148 square miles with a population density of fewer than 10 persons per square mile. For perspective, there are 56.3 persons per square mile across Arizona and 432.4 per square mile in Maricopa County, home of the state capital, Phoenix.<sup>1</sup> To further illustrate the vastness of the NPC service area, the State of West Virginia, which covers approximately the same number of square miles, has twenty-two separate community college districts! The tribal lands of the Navajo, Hopi and White Mountain Apache people comprise 80% of the NPC service area. Over 56% of the population is Native American, compared to 5% for Arizona and 1.2% for the U.S.<sup>2</sup> While 14% of all Arizonans live below the poverty level<sup>3</sup>, 28.5% of Navajo and 37.3% of Apache County residents have this distinction<sup>4</sup>, making the two counties among the poorest 1% of all counties in the U.S.<sup>5</sup> High unemployment and poverty are concomitant with low levels of educational attainment, as will be documented in the Need Statement.

### **What is Needed and Why?:**

So how can NPC meaningfully affect the rate of college-going across its service area, thus impacting the low educational attainment? Increasing access to post-secondary educational opportunities, beginning at the high school level, became our focus in the late 1990s. Results of a 2013 study published in the What Works Clearinghouse provided evidence that high school students, particularly from backgrounds underserved in post-secondary education, who earn seven or more credits of dual enrollment (DE) are significantly more likely to complete any college degree, because DE gives them a head start on degree completion.<sup>6</sup> This is especially significant for NPC students, the majority of whom are challenged by financial constraints as well as being the first generation in their families to attend college, and/or representing

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<sup>1</sup> US Census QuickFacts – July 2018:

<https://www.census.gov/quickfacts/fact/table/AZ.apachecountyarizona.navajocountyarizona,US/PST045219>

<sup>2</sup> US Census QuickFacts – July 2018:

<https://www.census.gov/quickfacts/fact/table/AZ.apachecountyarizona.navajocountyarizona,US/PST045219>

<sup>3</sup> US Census QuickFacts – July 2018:

<https://www.census.gov/quickfacts/fact/table/AZ.apachecountyarizona.navajocountyarizona,US/PST045219>

<sup>4</sup> Ibid

<sup>5</sup> Bureau of Economic Analysis Regional Accounts Data: [www.bea.gov/regional/bearfacts](http://www.bea.gov/regional/bearfacts)

<sup>6</sup> WWC Review of the Report “The Impact of Dual Enrollment on College Degree Attainment: Do Low-SES Students Benefit?” - <http://ies.ed.gov/ncee/wwc/SingleStudyReview.aspx?sid=20004>

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underserved racial/ethnic backgrounds. NPC has had DE agreements with high schools across its serve area for over 18 years, allowing students to earn college credits in a wide variety of career and technical education (CTE) and general education transfer classes, tuition-free.

The evidence supporting the role DE plays in advancing post-secondary attainment motivated NPC to find ways to expand access to DE opportunities across its service area. This was challenging, because per NPC accrediting requirements, as well as Arizona Department of Education mandate, DE classes must be taught by instructors who are certified to teach at the community college level. This was a critical problem in a region where rural, remote high schools struggle to attract teachers who are certified at the high school level, particularly in subjects like higher mathematics, languages and humanities.

Greater educational access to college courses was made available to our partner high schools through a robust network of audio-visual (AV) linked classrooms, that enabled students to interact with each other and with their instructors synchronously. Located on the campuses of partner high schools in sixteen communities across the college's service area, this project was implemented through a five-year (2015-2020) project: Technology to Advance Learning Outcomes at Northland (TALON), funded by the U.S. Department of Education's Title III Native American Serving Non-Tribal Institutions (NASNTI) grant program.

Offerings included not only high school dual enrollment, but also College and Career Prep (CCP – Adult Basic Education), and courses to prepare students for taking the exam for the High School Equivalency (HSE) diploma. Adult learners in some of the most remote communities in the NPC service area benefitted. Students in these classes found travel to the nearest NPC location to be prohibitive, but between Fall 2016 and Spring 2019, 126 adult students successfully completed College and Career Prep and High School Equivalency classes at TALON partner high schools. In some cases, the High School Equivalency diploma was all that was required for these individuals to obtain entry-level, paraprofessional positions in their community school districts.

The TALON project goals for increasing access to, and subsequent completion of post-secondary courses for high school students at these outlying locations were wildly successful, far exceeding our expectations. Between Fall 2016 and Spring 2020, TALON generated 2,284 unduplicated enrollments, serving 861 students, over 53% of whom are racial/ethnic minorities. There were 322 individual course sections offered, with a 90% average success rate. Still, the final academic semester of the TALON project was severely impacted by the COVID 19 pandemic, and the repercussions are ongoing. While NPC instructors acted quickly to adopt strategies that would allow their students to finish the semester while working online from home, these students faced a terrible disadvantage. They had to transition from a synchronous learning environment, where they were able to communicate with instructors and fellow students in real time, asking questions, taking part in discussions, and hearing and making presentations – all strategies that optimize learning – to a purely asynchronous, online format. That there is no predictable outcome for the pandemic implies an educational future for these low-income, first-generation students that is frighteningly bleak.

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The effects of COVID-19 have also threatened the commitment that NPC and its partner high schools made for sustaining the TALON project. For the upcoming academic year, the college and high schools will be facing enrollment declines due to COVID-19. This is significant, because operational budgets are tied to enrollment, so budgetary capacity for maintaining and replacing aging equipment is compromised; to what degree remains as uncertain as the pandemic itself. Moreover, the college and high schools are also facing new challenges to making operational budgets stretch to assure clean, safe learning and working environments for students, faculty and staff. A grant from the USDA RUS-DLT program will enable us to implement a more efficient and effective DLT solution that expands the capabilities of the TALON project for both the college and its sixteen partner high schools, enabling students and faculty to remain connected through synchronous teaching and learning, even as the pandemic, and even unforeseen future emergencies, conspire against them. While the project goals are focused on creating educational resiliency in the face of situations like COVID-19, given the very budgetary constraints that have been created by COVID-19, this is a project that would not be possible without grant funding.

**Project Summary: How Will We Address the Need, and What is the Goal?**

Northland Pioneer College proposes Advancing Educational Resilience in Emergency Situations (AERIES), a three-year **Distance Learning** project to extend and enhance access to post-secondary educational opportunities available to students across even the most isolated portions of Navajo and Apache Counties. The chart below includes the name and location of each project site. The key feature of Project AERIES is that **all project sites are BOTH hub and end-user sites**. Also of note, 10 of the 22 are located on Native American tribal lands, **and 7 of the 22 are located in Opportunity Zones**, as designated by an asterisk, for which special consideration is requested<sup>7</sup>.

**Table 1: AERIES Project Sites**

Site Number	Site Name	Town or Place Name	County and Tribal Location, if Applicable	2010 Census Population
1	Alchesay High School	Whiteriver, AZ	Navajo, Fort Apache Reservation	4,104
2	Blue Ridge High School*	Lakeside, AZ	Navajo	4,282
3	Dishchiibikoh High School	Cibecue, AZ	Navajo, Fort Apache Reservation	1,713

<sup>7</sup> Arizona Commerce Authority Opportunity Zones:  
<https://azcommerce.maps.arcgis.com/apps/webappviewer/index.html?id=be88b47979a5443aac8efede74266b91>



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4	Ganado High School New	Ganado, AZ	Apache, Navajo Nation	1,210
5	Holbrook High School	Holbrook, AZ	Navajo	5,053
6	Hopi High School	Keams Canyon, AZ	Navajo, Hopi Reservation	304
7	Joseph City High School*	Joseph City, AZ	Navajo	1,386
8	Mogollon High School	Heber, AZ	Navajo	2,822
9	Red Mesa High School	Teec Nos Pos, AZ	Apache, Navajo Nation	730
10	Sequoia Village School	Show Low, AZ	Navajo	11,321
11	Shonto Preparatory Technology High School	Shonto, AZ	Navajo, Navajo Nation	591
12	Show Low High School	Show Low, AZ	Navajo	11,321
13	Snowflake High School*	Snowflake, AZ	Navajo	5,858
14	St. Johns High School*	St. Johns, AZ	Apache	3,517
15	Valley High School*	Sanders, AZ	Apache, Navajo Nation	630
16	Winslow High School	Winslow, AZ	Navajo	9,427
17	NPC Hopi Center	Keams Canyon, AZ	Navajo, Hopi Reservation	304
18	NPC Kayenta Center	Kayenta, AZ	Navajo, Navajo Nation	5,189
19	NPC Whiteriver Center	Whiteriver, AZ	Navajo, Fort Apache Reservation	4,104
20	NPC Painted Desert Campus	Holbrook, AZ	Navajo	5,053
21	NPC St. Johns Center*	St. Johns, AZ	Apache	3,517
22	NPC Silver Creek Campus*	Snowflake, AZ	Navajo	5,858

It is the objective of Project AERIES to increase students' educational resiliency to ongoing and future emergencies, like the COVID19 pandemic, by providing them with the technology they need for any-place learning, while also increasing the educational resilience of college instructors by making the existing Wide Area Network and technology solutions at each partner high school more robust, efficient and flexible. **The project goal will be measured by the increase in number and percentage of students accessing and successfully completing post-secondary classes provided through the AERIES project.** Activities include:

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- Upgrading of AV-linked classrooms on the site of each partner high school to enable each classroom to be **transformed from an end-user only site to a hub/end user site** enabling any qualified instructor to teach from any location within the college/high school consortium to any location within the college/high school consortium, vastly expanding the ability to connect college-certified instructors with learners across the service area;
- Upgrading of low-bandwidth teleconferencing solutions at each endpoint, assuring that classroom connectivity is not interrupted and that students can access synchronous classes remotely;
- Establishment of a schedule of classes that will facilitate high school dual enrollment classes, taught during the school day, College and Career Prep for adult learners, taught during evenings, and courses leading to degrees in Early Childhood Education (ECD) and Education (EDU) taught on weekends, that can be readily transitioned to synchronous distance learning instruction from any Wi-Fi-enabled location.
- Utilization of innovative technology solutions that are most compatible with enabling students to remain synchronously connected to their classes from any Wi-Fi –enabled location, if they must work remotely.
- Establishment of a strong evaluation plan to assure continual monitoring of process and outcome measures, and guide ongoing refinement and improvement of strategies to advance the project goal and objectives and ultimately ensure sustainability.

Grant funds will be used for the following purposes:

- Acquisition of all AV-linked classroom technology and peripherals.

Installation and maintenance will be performed by NPC's Technology Advancement and Support (TAS) division as part of the required match.

To sustain the 2015-2020 Title III-funded TALON project, each of the sixteen high schools in the consortium have signed Intergovernmental Agreements (IGAs) establishing that they will provide the following, which will also be required for implementation of AERIES:

- A classroom on the site of the high school, that is pre-wired to support the technology;
- A lab aide to oversee dual enrollment classes;
- A school contact to facilitate enrollment of students in dual enrollment offerings and maintain dual enrollment agreements with NPC;
- A part-time (evenings and weekends) monitor to oversee CCP, ECD and EDU classes and facilitate students' access to the classroom;
- Modification of high school course scheduling, as necessary, to align with NPC scheduling that facilitates all course offerings;
- Local maintenance of equipment and bandwidth following the sunset of the grant. (NPC will replace equipment and peripherals as necessary.)

These IGAs are a testament to the strength of the partnership that has been established between NPC and these high schools. Further evidence of the value that is placed on synchronous,

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distance learning technology for post-secondary education is revealed by the request from each high school in the consortium for seats for their students for DE class sections for academic year 2020-21. Nearly 2.5 times as many seats are requested for the upcoming year as in 2019-2020, the final academic year of the TALON project:

<b>High School Name</b>	<b>FA 2019 Enrollment</b>	<b>FA 2020 Requests</b>
Alchesay	27	50
Blue Ridge	43	200
Cibecue	12	36
Ganado	33	70
Holbrook	52	70
Hopi	16	30
Joseph City	29	70
Mogollon	33	53
Red Mesa	15	24
Sequoia	0	24
Shonto Preparatory	16	16
Show Low	0	80
Snowflake	38	100
St. Johns	33	40
Valley	21	33
Winslow	20	49
<b>TOTAL</b>	<b>388</b>	<b>945</b>

While this table depicts the number of rural students who will be served by the project at each high school location, AERIES assures that each high school, as well as all college locations, are both hub and end-user sites. Because this enables synchronous instruction to take place from and to any consortium classroom, the numbers served each year will be much higher.

When the RUS-DLT grant deadline was extended, the college and its consortium partners were in the midst of the chaos created by the pandemic, and were scrambling to keep students engaged with their learning through the end of the spring semester. As part of the AERIES project, all districts have verbally committed to signing a Memorandum of Agreement (MOA), which will be available prior to any grant award, attesting to their commitment to provide the following, in addition to what was established through the IGAs:

- A designated administrator to serve on the Project AERIES advisory committee, which will meet quarterly to evaluate progress of the project and promote ongoing refinement as needed;
- A designated Information Technology single point of contact to work with NPC’s TAS technicians to operationalize, maintain and support project technology.

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The amount of **\$946,109.00** is requested from the Rural Utility Services Distance Learning and Telemedicine grant program. Northland Pioneer College Technology Advancement and Support (TAS) technicians will complete installation of all equipment and peripherals in each of the partner high school locations, and provide ongoing technical support and training to enable each high school to maintain its own equipment, thereby more than providing the required 15% match through in-kind. NPC's Instructional Innovation Division will also provide support to college faculty as well as all instructors at partner high schools to optimize distance education pedagogy supporting effective teaching and learning. Cisco Solutions, from whom we will purchase the technology, will also assist with evaluation and refinement of the solutions, so AERIES can be implemented on a broader scope, not only across the service area, but also in other rural and remote community college districts whose populations would benefit from expanded access to synchronous distance learning.

Both Northland Pioneer College and its partner high schools, like most educational institutions worldwide, are in a period of great uncertainty with regard to the upcoming academic year. The COVID19 pandemic has already prompted students and parents of students nationwide to opt for withdrawing from classes and homeschooling, at least for the Fall 2020 semester. This simply is not an option for many of the students who will be served by Project AERIES. Moreover, COVID-19 has created tremendous negative implications with regard to budgeting for both NPC and its partner high schools – implications that cannot yet be foreseen, due to the fluidity of the pandemic. Without grant funding, it is uncertain whether partner high schools would be able to sustain the TALON project as planned; whatever the case, they are committed to carrying out sustainability plans insofar as their operational budgets will permit. AERIES can take the consortium to a new level, not only assuring NPC can continue to provide, and high schools can continue to receive synchronous distance learning opportunities, but assuring these opportunities can be accessed remotely by both instructors and learners, and expanding the pool of qualified post-secondary instructors who can teach from and to any location across the consortium. Funding through the Rural Utilities Services Distance Learning and Telemedicine program will enable the college and sixteen rural and remote high schools across its service area to develop sustainable solutions that will enable them to keep their students connected to their instructors and peers, maintaining educational resiliency, even in times of crisis.

## Program Review Summary: High School Programs

### Summary:

Historically, Northland Pioneer College has developed and supported various avenues for high school students within our service area to earn college credits and/or industry certifications.

- **Dual Enrollment (DE):** For almost 30 years, NPC has partnered with local high schools to provide students opportunities to earn college credit and/or industry certifications. In this program, qualified high school instructors deliver curriculum to students at their home high school. Only select courses are approved for delivery in this format, and outcomes match those of regular NPC instructors. There are a combination of general education and career and technical education courses offered in this format.
- **Technology to Advance Learning Outcomes at Northland (TALON):** TALON is a five-year, Title III funded grant that provides opportunities for high school students to take synchronous college courses during the school day, at their home high school, via Cisco Telepresence technology. In AY 2019-20, NPC had partnerships with 16 high school (see Excel appendix TALON Partner High Schools). All courses offered through TALON are general education courses that lead to an NPC certificate or degree and that will transfer to other Arizona public community colleges and to the three state universities.
- **Northern Arizona Vocational Institute of Technology (NAVIT):** For more than 20 years, NPC has fostered a partnership with our local Career and Technical Education District (CTED) which allows students to earn NPC credits which lead to Certificates of Proficiency as well as industry certifications, thus providing a direct-to-work opportunity for young students. Currently, we partner to offer programs in the following areas: Automotive, Certified Nursing Assistant, Construction, Cosmetology, Energy and Industrial Technician, Fire Science, Medical Assistant, and Welding. The length of these programs ranges from one to four semesters and are offered at various locations throughout Navajo and Apache Counties (see Excel appendix NAVIT Programs 19-20).
- **Early College Program (EC):** This is an emerging partnership with 3 local high schools (Show Low, Blue Ridge and Round Valley High Schools) in which students leave their home high school and attend courses on the college campus during the regular school day. The majority of the courses made available in this program are general education courses, and are transferable to other Arizona public community colleges and the three state universities through the AZ Transfer system. Participating high schools accept the credits earned back to





the high school to substitute for credits otherwise taken at the high school (e.g. ENL101 and ENL102 substituting for English 12).

- **Concurrent Enrollment:** There are a handful of additional opportunities/scenarios where high school students complete college level courses and/or supplement their high school learning. One popular option, for which this department is not directly responsible, is the **College Bound Scholarship**. This scholarship provided funding for general education courses taken by high school students outside of their regular high school hours. Many students use these credits for the purpose of bringing credit back to their high school to count toward high school graduation requirements.

The implementation of the TALON Project and subsequent emergence of the Early College Program has brought to light the need to consolidate all areas of high school service under one umbrella, to ensure consistency in guidelines, structure, funding, and support across all programs. Gathering these program resources into one area will empower this department to strengthen planning strategies, provide more consistent delivery of service, allow for streamlining of processes and methods, and will foster better communication and stronger partnerships with students, high schools and communities.

In October 2019, under the guidance/direction of NPC's Vice President for Learning and Student Services (VPLSS), Dr. Jessica Clark, High School Programs staff, and the TALON Program Director met to collaborate with key members of the college community, including division deans, student services directors, faculty, Dual Enrollment Committee members, and Institutional Effectiveness members. The purpose of this collaboration was to review/discuss the overall state of High School Programs and begin to identify areas for focus/change. As a result of this meeting, a matrix was developed that helped illustrate the breadth of this department's responsibility/purview. This matrix helped to guide the discussion and quickly illustrated the need to begin a process of improvement/transformation for this department.

Two initial conclusions were drawn from this meeting (see charts below):

- 1.) The planning, operation and evaluation components of each program were scattered among different departments of the college and were in different stages of development
- 2.) Many of the processes and services considered as essential to high school student success were rarely, inadequately or inconsistently provided across the programs.

The overall enrollment in High School Programs has been relatively flat, with total unduplicated student enrollment of 1225 in fall 2016 as compared to 1269 in fall 2019, a 3.6% increase.

In spite of a decline in enrollment in the DE Program, which is the largest of the four high school programs, new enrollment was generated by Early College and TALON, helping to stabilize enrollment over the past four years:

- Without these new and innovative programs, there would have been a significant enrollment decline in high school programs;
- The quick response to the demand for Early College course opportunities, as well as the innovative scheduling required by both Early College and TALON, illustrates the ability for HS Programs personnel to adapt quickly to meet the needs of its high school partners. However, the emerging EC program has had to respond without sufficient personnel or established processes/protocol; this is not a sustainable model;



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- These enrollment data underscore the opportunity for growth in high school programs, given that adequate resources are made available, and should be used to inform the new Early College team as they develop program goals and outcomes.

As the college moves forward in streamlining and combining the functions of these programs under a new division, it is recommended that the focus, as well as the associated budget, transitions accordingly to provide support services in the following areas:

For students:

- academic advising
- guidance on pathway/program selection
- assistance with the high school-to-college transition
- assistance with accessing support structures such as tutoring, library services, and career services
- support in accessing financial aid

For high schools:

- Support in expanding/improving student options and enrollment by advocating for new dual enrollment opportunities and representing Early College course requests
- Representation at college and career fairs and award and graduation ceremonies
- Assistance with scholarship and financial aid information sessions/presentations

As a result of reviewing current operations of the various programs provided to high school students and assessing opportunities for growth and improvement, priorities for the new Early College support team over the next five years are as follows:

1. Standardize admission and registration processes for all high school students, primarily through an online application:
2. Develop and implement a restructured advising model catered to the learning and support needs of high school students:
3. Collaborate with other college departments to formalize processes that pertain to high school student success and access, in three specific areas:



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**Table 1: Function-Specific Level of Responsibility, Resources and Authority Matrix by High School Program Type**

Function	Dual		TALON		NAVIT		Early College	
	Level of Responsibility	Resources and/or Authority	Level of Responsibility	Resources and/or Authority	Level of Responsibility	Resources and/or Authority	Level of Responsibility	Resources and/or Authority
Student Support Services	see Table 2 under Section 2							
Marketing & Recruiting	outside	N/A	mod	adeq	outside	N/A	outside	N/A
Admission	full	inadeq	full	inadeq	full	inadeq	full	inadeq
Textbooks	outside	N/A	outside	N/A	outside	N/A	outside	N/A
Faculty Credentialing	mod	adeq	outside	N/A	outside	N/A	outside	N/A
Schedule Development	outside	N/A	full	adeq	outside	N/A	mod	inadeq
Course/Section Creation	full	adeq	full	adeq	mod	adeq	outside	N/A
IGA/MOU's	mod	inadeq	full	adeq	outside	N/A	needed	inadeq
Registration	full	inadeq	full	inadeq	full	inadeq	full	inadeq
Billing	mod	adeq	outside	N/A	mod	adeq	mod	inadeq
Advising	needed	inadeq	needed	inadeq	needed	inadeq	needed	inadeq
Faculty Mentoring	outside	N/A	outside	N/A	outside	N/A	outside	N/A
Pre-session/Intersession	needed	inadeq	full	adeq	full	adeq	needed	inadeq
Dual Enrollment Handbook	mod	inadeq	outside	N/A	outside	N/A	outside	N/A
Technology Access	outside	N/A	mod	adeq	outside	N/A	outside	N/A

- Level of responsibility of high school programs personnel:
- outside = outside of HS Programs purview
  - needed = needed but not performed
  - mod = moderate responsibility (other depts. share responsibility for tasks)
  - full = full responsibility
- Level of dedicated resources and/or authority ascribed to high school programs personnel:
- N/A = not applicable
  - inadeq = inadequate
  - adeq = adequate

**Table 2. Scope of Student Support Services with Level of Support by High School Program Type**

Student Support Services	Dual		TALON		NAVIT		Early College	
	Service Provided	Level of support	Service Provided	Level of support	Service Provided	Level of support	Service Provided	Level of support
Admission & registration	to some degree	inadeq	to some degree	inadeq	no	inadeq	to some degree	inadeq
Advising	no	inadeq	to some degree	inadeq	to some degree	inadeq	to some degree	inadeq
Career planning	no	inadeq	to some degree	inadeq	to some degree	inadeq	no	inadeq
College orientation	no	inadeq	yes	adeq	to some degree	inadeq	to some degree	inadeq
Financial aid guidance	no	inadeq	no	inadeq	no	inadeq	no	inadeq
Library services	no	inadeq	to some degree	inadeq	to some degree	inadeq	no	inadeq
Pre-session presentations	no	inadeq	yes	adeq	yes	adeq	to some degree	inadeq
Tutoring	no	inadeq	yes	adeq	to some degree	inadeq	no	inadeq

Service Provided = Yes, no, to some degree      Level of Support = inadequate, adequate





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# Program Review Summary High School Programs

Karen Zimmerman, Early College Advisor

Renell Heister, TALON Director



## Current Strengths of HS Programs Dept

- Consists of 3.5 dedicated staff who truly care about students
- From semester to semester, is consistently responsible for 40%+ of total college enrollment
- Offers program variety (dual, concurrent, NAVIT, TALON)
- Provides “stop gap” for high schools who lack DE instructors
- Employs innovative scheduling to meet needs of its high school partners





## Current Challenges of HS Programs Dept

- Very little to no student advising services
- Students taking classes under various programs do not receive the same amount, quality and level of services (see Table 2 chart)
- No formal review process or protocol for collecting data
- No established mission statement or student learning outcomes
- A lack of proper admission and registration tools/software to allow staff to process admission and registration efficiently and consistently
- Too few personnel to perform important duties/services beyond basic admission/registration tasks (advising, orientations, fostering relationships with partner schools)
- Too little authority or latitude to initiate classes or a schedule that will meet the needs of high school students

Student Support Services	Dual		TALON		NAVIT		Early College	
	Service Provided	Level of support	Service Provided	Level of support	Service Provided	Level of support	Service Provided	Level of support
Admission & registration	to some degree	inadeq	to some degree	inadeq	no	inadeq	to some degree	inadeq
Advising	no	inadeq	to some degree	inadeq	to some degree	inadeq	to some degree	inadeq
Career planning	no	inadeq	to some degree	inadeq	to some degree	inadeq	no	inadeq
College orientation	no	inadeq	yes	adeq	to some degree	inadeq	to some degree	inadeq
Financial aid guidance	no	inadeq	no	inadeq	no	inadeq	no	inadeq
Library services	no	inadeq	to some degree	inadeq	to some degree	inadeq	no	inadeq
Pre-session presentations	no	inadeq	yes	adeq	yes	adeq	to some degree	inadeq
Tutoring	no	inadeq	yes	adeq	to some degree	inadeq	no	inadeq
<b>Service Provided = Yes, no, to some degree                      Level of Support = inadequate, adequate</b>								

## Recommendations for the New Early College Department

Better serve our high school partners by providing the following services:

For students:

- academic advising
- guidance on pathway/program selection
- assistance with the high school-to-college transition
- assistance with accessing support structures such as tutoring, library services and career services
- support in accessing financial aid



## Recommendations for the New Early College Department

Better serve our high school partners by providing the following services:

For high schools:

- Support in expanding/improving student options and enrollment by advocating for new dual enrollment opportunities and representing Early College course requests
- Representation at college and career fairs and award and graduation ceremonies
- Assistance with scholarship and financial aid information sessions/presentations



## Priorities for the new Early College team over the next five years

1. Standardize admission and registration processes for all high school students, primarily through an online application;
2. Develop and implement a restructured advising and support services model catered to the learning and support needs of high school students;
3. Collaborate with other college departments to formalize processes that pertain to high school student success and access.



## Program Review Summary: Administration of Justice

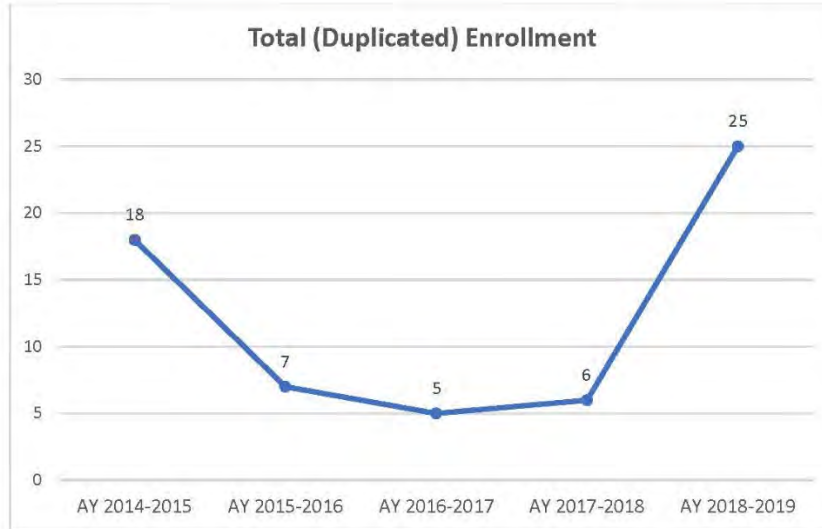
### Summary:

This Program Review highlights the progress and changes to the Administration of Justice Program at Northland Pioneer College from 2014-2015 through 2018-2019. The Program has seen a significant increase in overall headcounts and enrollments in the past years. During the 2018-2019 school year, the Northeast AZ Law Enforcement Training Academy (NALETA) graduated 25 full-time law enforcement officers to agencies around our region. During the Fall class of 2019, another NALETA class of 13 full-time officers graduated. This is a significant increase to the singular class of 2015-2016, which graduated seven.

In the last five years our Police Academy program has had 66 recruits graduate to date. We have had 15 different law enforcement agencies send recruits through the academy. The program continues to provide a much-needed resource to the local law enforcement agencies building a lasting partnership between the college and law enforcement. The partnership continues to enable Northland Pioneer College to sponsor the Academy without huge financial expenditures, as the law enforcement agencies provided staff and instructors at no cost to the college. We will continue to work with the law enforcement agencies to provide academy training as needed. With the reduction of State reimbursed training funds, our partners have begun to increase the number of recruits they are enrolling here at NATC. This trend seems to be becoming the norm, demonstrated by class sizes getting larger each session. At the request of our partners, NALETA was extended from the 720 hour schedule to an 800 hour schedule for a total of 20 weeks. This schedule exceeds the minimum required 585 hours of instruction mandated by Arizona POST. The addition of 72 hours of academy specific training topics makes the curriculum more comprehensive and desirable to our partners and outside agencies exploring the potential of enrolling their recruits in the program.



	AY 2014-2015	AY 2015-2016	AY 2016-2017	AY 2017-2018	AY 2018-2019	AY 2014 - AY 2018 Change
Total Enrollment	18	7	5	6	25	39%



Race	AY 2014-2015	AY 2015-2016	AY 2016-2017	AY 2017-2018	AY 2018-2019
American Indian-Alaskan Native	4	1			3
Asian					
Black or African American	1				
Hispanic	7			4	1
Native Hawaiian or Other Pacific Islander					
Two or more races					
Unknown	1		1		1
White	5	6	4	2	20
<b>Total</b>	<b>18</b>	<b>7</b>	<b>5</b>	<b>6</b>	<b>25</b>

Gender	AY 2014-2015	AY 2015-2016	AY 2016-2017	AY 2017-2018	AY 2018-2019
Female	2	2		2	6
Male	16	5	5	4	19
Unknown					
<b>Total</b>	<b>18</b>	<b>7</b>	<b>5</b>	<b>6</b>	<b>25</b>



# Northland Pioneer College

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Northland Pioneer College secured one million dollars in funding from the State in 2019. The Master Plan is currently being developed as this review is ongoing. With guidance, from law enforcement and fire department officials, the plan is going to focus on how the training center can move towards becoming a state-of-the-art regional resource. The initial priorities will involve the completion of the 'Tiny Home' program with the placement of nine, NPC Construction Technology built, tiny homes on the grounds of NATC. These buildings will allow for the AJS program to expand and enable students from outside the immediate area to enroll in the program and reduce the costs for their sponsoring agencies. Once a housing option is available, enrollment numbers are expected to increase dramatically.

The second priority will be the installation of a new building to house the virtual firearms simulator. With this resource, we will obviously be able to offer training opportunities for local police departments and other agencies. This will also positively impact the AJS program, by providing an additional training tool for the police recruits. With the increase of enrollment and the individual classes getting larger, there is an increase in 'down time' for the recruits during scenario-based training. Having the simulator on site will provide another option during scenario training to cycle people through and more effectively use the time available. This simulator will also provide additional scenario-based training for recruits and enhance their education and preparation for the AZ POST required final Field Problem testing.

The simple fact is, with the current and projected levels of training offered at NATC, we have surpassed the functional effectiveness of the current facilities at the training center. There is a strong need to replace the current class room and administrative building. This building was placed at NATC as a temporary option in the early phases of the development of the training center. Due to the condition of the building, classrooms need to be developed to provide adequate training environments for the students. Requests for training rooms, by partners and outside stakeholders, are often denied due to availability because the lack of space. The objective is to expand the existing metal training building and provide new and improved training rooms.

If we were to build an additional building to house additional classrooms, administrative offices, equipment, fire trucks, and other training apparatuses we could move the training center to the next level. Regionally, there has been discussion around building another training center for fire departments. If we developed the training center to the level of being not only a police academy but also a fire academy, we would increase the volume of activity and enrollment greatly. This building would be built with a large open, but covered, training area to allow for students to perform training skills outside but out of the weather and protected from the elements.



**Northland Pioneer College**

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# ADMINISTRATION OF JUSTICE PROGRAM REVIEW 2016 - 2020



## **NORTHLAND PIONEER COLLEGE** **MISSION STATEMENT**

**Northland Pioneer College  
creates, supports and promotes  
lifelong learning**

## **NALETA MISSION STATEMENT**

**It is the mission of the  
Northeastern Arizona Law  
Enforcement Training Academy to  
provide basic training for Arizona  
Police Officers in accordance with  
the rules established by the  
Arizona Peace Officer Standards  
and Training Board.**





## NALETA GOALS



**Our goal at the Northeastern Arizona Law Enforcement Training Academy is to prepare the graduates for their next level of training, with the commitment to the User Agencies and the Arizona Peace Officer Standards and Training Board that the entry level peace officer will be trained in the highest traditions and standards expected of a peace officer in the State of Arizona. These goals will be accomplished through maintaining an environment of respect, self-discipline, strict accountability, academic achievement, integrity, teamwork and professionalism in order to develop a skilled police officer.**

## NALETA CREED



**These Recruits are entrusted to our care. We will train them to the best of our ability. We will develop them into disciplined, physically fit, basically trained Police Officers. We will demand of them and demonstrate by our own example, the highest standards of personal conduct, integrity and professional skill.**

**We will treat each Recruit as a scarce resource and through care and example lead them to their attainment of becoming sworn Police Officers. We will provide each recruit with an opportunity to succeed. We will lead by example and provide encouragement. We will strive for excellence in all that we do.**

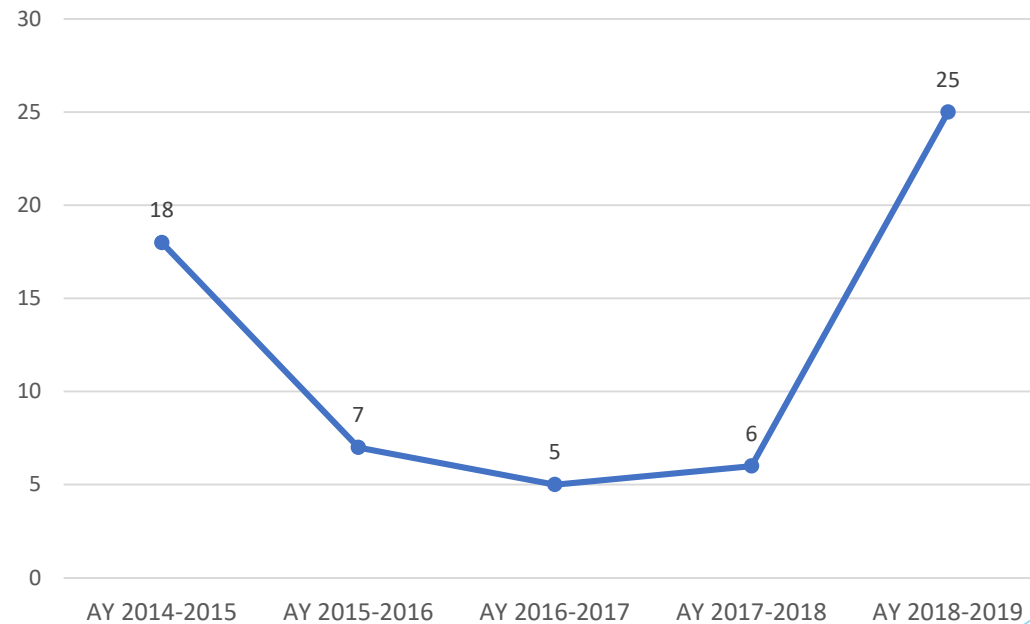
# Program Learning Outcomes:

- ▶ Upon successful completion of the Administration of Justice program, students will:
- ▶ Program Level Outcome 1: Provide students with the understanding of related hazards and challenges faced in the law enforcement profession
- ▶ Program Level Outcome 2: Gather the knowledge necessary to understand the dynamics of the factors that go into the law enforcement profession.
- ▶ Program Level Outcome 3: Demonstrate proficiency in the skills necessary to perform as a law enforcement officer.

## Enrollment Information:

	AY 2014-2015	AY 2015-2016	AY 2016-2017	AY 2017-2018	AY 2018-2019	AY 2014 - AY 2018 Change
Total Enrollment	18	7	5	6	25	39%

Total (Duplicated) Enrollment



# Courses:

- ▶ Administration of Justice Studies (AJS)
- ▶ AJS 102 • Intensive Police Academy
- ▶ 36 credits
- ▶ Intensive Police Certification meets the Arizona Peace Officers Standards and Training (AzPOST) curriculum: criminal and traffic investigations, community relations, administration of justice, patrol procedures, report writing, physical conditioning, defensive tactics, weapons proficiency/safety, and first aid. **Prerequisite:** Sponsorship by Arizona law enforcement agency. 32 lecture; 12 lab.



# Courses:

- ▶ The NPC Administration of Justice program runs 20 weeks for a total of 800 hours which exceeds the minimum requirements set by AZPOST.
- ▶ In addition to extending several of the required blocks of instruction, NALETA provides instruction in the following areas: Traffic Incident Management, Incident Command Systems, Taser, Terrorism Liaison, Below 100, Lessons learned from the Holocaust, Family Advocacy, Naloxone Adminstrating, Blue Courage, Horizontal Gaze Nystagmus, Arizona Game and Fish, Active Shooter, and Patrol Rifle.
- ▶ These additional blocks of instruction have been requested by our Partners and are designed to develop the recruits into being more well-rounded officers upon graduation.

# AJS 102 Day 1



# AJS 102

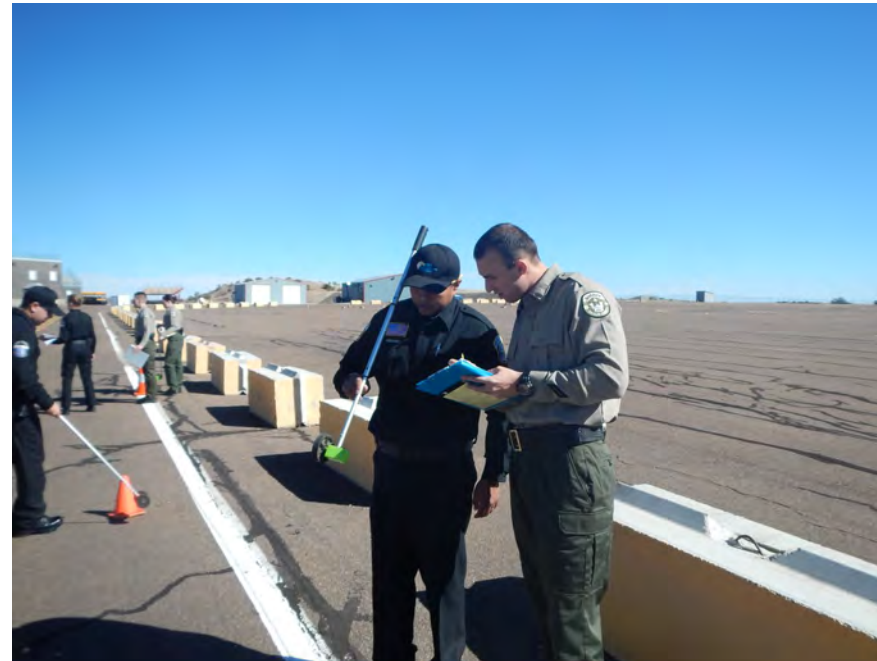
## DUI and Crime Scene Investigation





# AJS 102

## Traffic Control and Collision Investigation



# AJS 102 Fight for Life





# AJS 102

## Patrol Rifle and Street Medicine



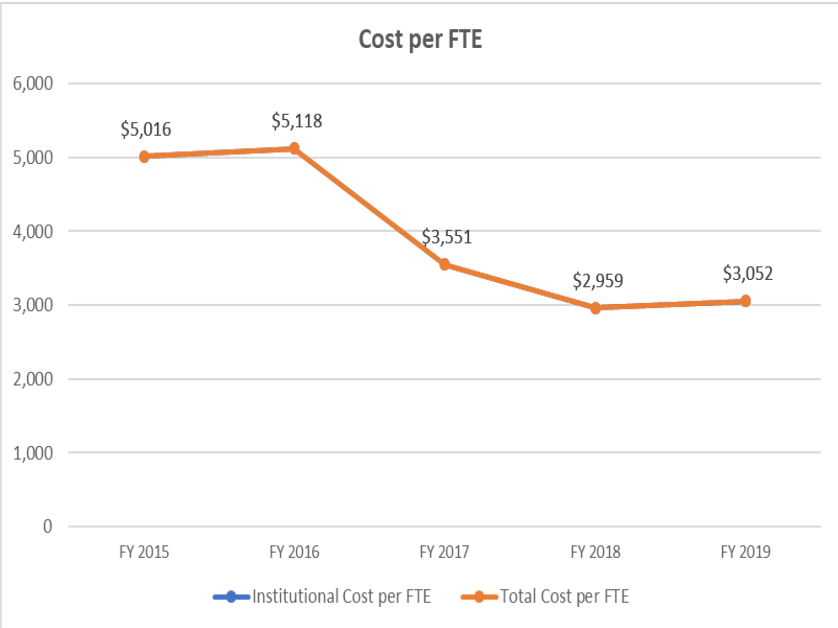
# Number of External Examinations

	AY 2014-2015		AY 2015-2016		AY 2016-2017		AY 2017-2018		AY 2018-2019	
	Successful Completion Rate (A,B,C,P)	Enrollment Count	Successful Completion Rate (A,B,C,P)	Enrollment Count	Successful Completion Rate (A,B,C,P)	Enrollment Count	Successful Completion Rate (A,B,C,P)	Enrollment Count	Successful Completion Rate (A,B,C,P)	Enrollment Count
<b>Total</b>	<b>100.0%</b>	<b>18</b>	<b>100.0%</b>	<b>7</b>	<b>100.0%</b>	<b>5</b>	<b>100.0%</b>	<b>6</b>	<b>96.0%</b>	<b>25</b>
AJS102	100.0%	18	100.0%	7	100.0%	5	100.0%	6	96.0%	25

- ▶ The Intensive Police Academy classes are given a comprehensive final exam which is administered by representatives from Arizona POST. Successful completion of the testing results in State certification as a Peace Officer in the State of Arizona.

# Review of Costs and Resources

Description	Budget	Spent	Exp %
Spec Projects - Custodial	3,000	1,641	55
Equip Maintenance	5,000	661	13
Non-Instruction Supplies	3,000	2,184	73
Uniforms	3,000	2,913	97
Equip under 5K	6,000	662	11
Instructional Supplies	7,000	5,574	80
Dues/Memberships	300	0	0
Travel In-State	1,000	0	0
Tuition Scholarship	50,000	87,372	175
Instructional Awards	1,000	624	62
Advisory Board Meals	300	264	88
<b>Budget totals</b>	<b>128,458</b>	<b>156,786</b>	<b>122</b>



# State of Facilities and Equipment





# State of Facilities and Equipment

- ▶ Northeast Arizona Training Center - 1840 W. Papermill Rd, Taylor
  - ▶ 20 acre property:
    - ▶ Classroom Facilities
    - ▶ 10.25 acre paved driving track
    - ▶ Six story Burn Tower
    - ▶ Fire Truck and Equipment Garage
    - ▶ Fire Behavior Props
    - ▶ Firearms Shooting Range
    - ▶ Large Training room with showers

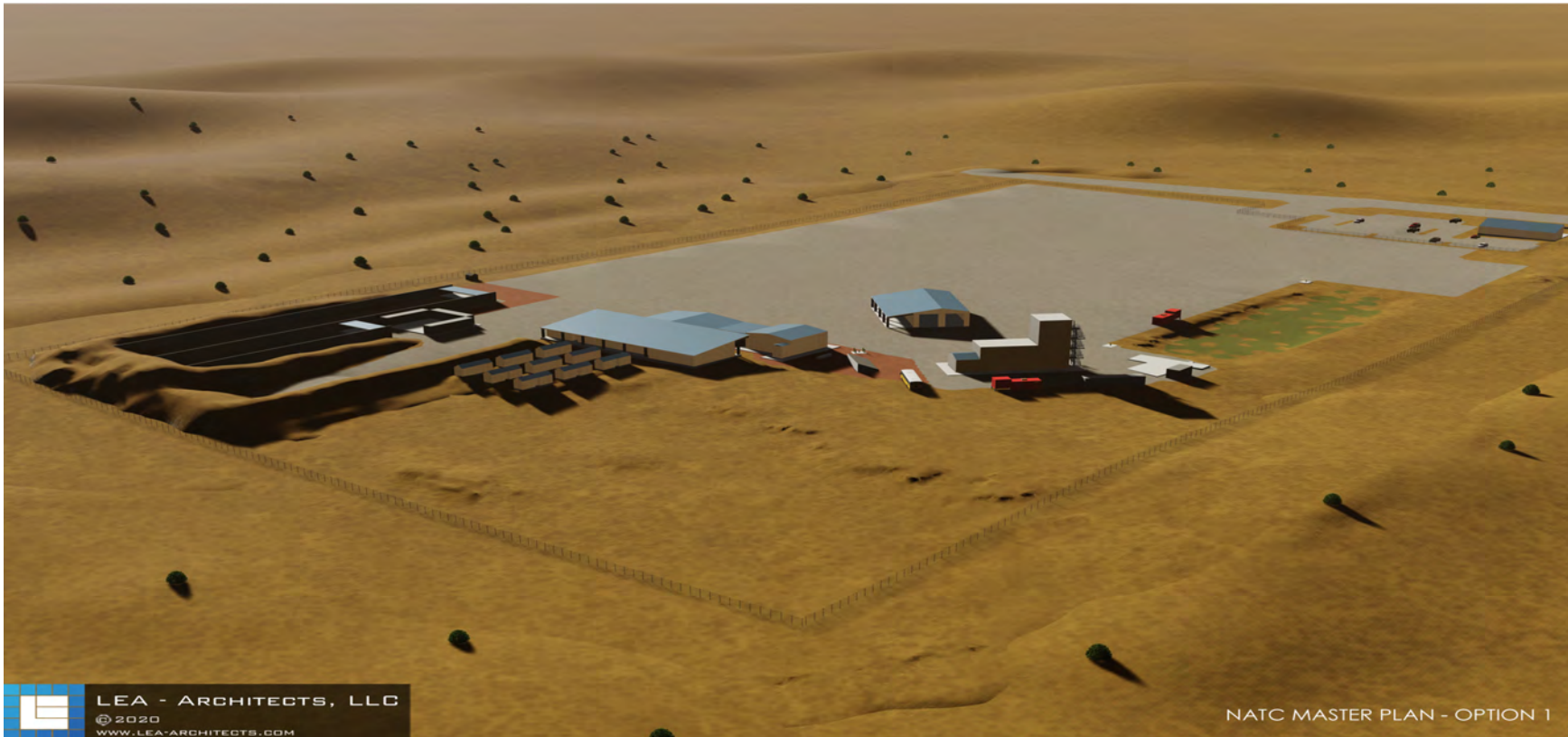


# State of Facilities and Equipment

- ▶ New Equipment and Facility Upgrades
  - ▶ 2019 Arizona State appropriated funds: 1 million dollars
    - ▶ NATC Housing - 'Tiny House Project' in conjunction with NPC Construction Technology
    - ▶ AZPOST Firearms Virtual Simulator building
    - ▶ Expand the classroom and training facilities
    - ▶ NATC Master Plan

# State of Facilities and Equipment

## ▶ Future Plans for NATC



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NATC MASTER PLAN - OPTION 1

## NATC Board Change Request

### **Recommendation:**

Staff recommends to release Career and Technical Education Dean/Interim Chief Human Resources Officer Peggy Belknap of her appointment to the Northeast Arizona Training Center (NATC) Board, and to appoint EMT Faculty member Brian Gardner to the Northeast Arizona Training Center (NATC) Board.

### **Summary:**

The District Governing Board appoints three college employees to be the NATC board. As of August 17, 2020, Career and Technical Education Dean/Interim Chief Human Resources Officer Peggy Belknap is resigning from her position on the Northeast Arizona Training Center (NATC) Board. For the upcoming year, staff recommends EMT Faculty member Brian Gardner fill the seat vacated by Peggy Belknap.

Brian Gardner is a full-time faculty in EMT. He started as an EMT student at Northland Pioneer College in 1999. He has been a certified paramedic since 2001. He was a volunteer firefighter in the community of Snowflake/Taylor for many years. He has also worked as a paramedic in several of the White Mountain communities including as the director of the ambulance service in Show Low for 5 years. He understands the dynamics of Fire and EMS training and the varied needs that they have.



## Recommendation to Accept Updated Master Facilities Plan

### **Recommendation:**

Staff recommends acceptance of the updated Master Facilities Plan. The plan will serve as a strategic plan to support NPC facilities as the college pursues its vision of the future.

### **Summary:**

In October 2019 SPS+ Architects (SPS+) was awarded a contract to update the 2012 Facilities Master Plan for NPC. The updated locations include Show Low, Holbrook, Winslow, Snowflake, Whiteriver and Polacca.

SPS+ utilized the following principles and process in updating the information:

1. Update technology on all campuses
2. Consolidate academic programs in the same building to increase efficiency and maximize program facilities
3. Reinforce sense of place
4. Foster community outreach
5. Develop student campus life

The Construction Manager and Director of Facilities will be available for questions.







# Northland Pioneer College

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

## 2020 MASTER PLAN UPDATE

White Mountain Campus Master Plan - Show Low - June 3, 2020



# NORTHLAND PIONEER COLLEGE MASTER PLAN UPDATE

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03	Executive Summary
04 - 05	Northland Pioneer College History + Context
06 - 14	Principles and Process
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30	Part #2 - Renovations to Northland Pioneer Campuses and Centers
31 - 36	Little Colorado Campus Plan - Winslow
37 - 40	Silver Creek Campus Plan - Snowflake/ Taylor
41 - 44	Painted Desert Campus Plan - Holbrook
45 - 47	Whiteriver Center Plan - Whiteriver
48 - 49	Hopi Center Plan - Polacca
Appendix	Meeting Minutes Attendance Lists

## EXECUTIVE SUMMARY

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The purpose of the master plan update is to define current and future facility needs for the college. Future expansion and renovation efforts will allow NPC to meet growing needs in the areas of academic institution, professional growth, worker training and technical skill development.

The master plan update is divided into two main sections:

The first section focuses on the White Mountain Campus in Show Low. This section provides a road map for the current and future planning efforts on the campus.

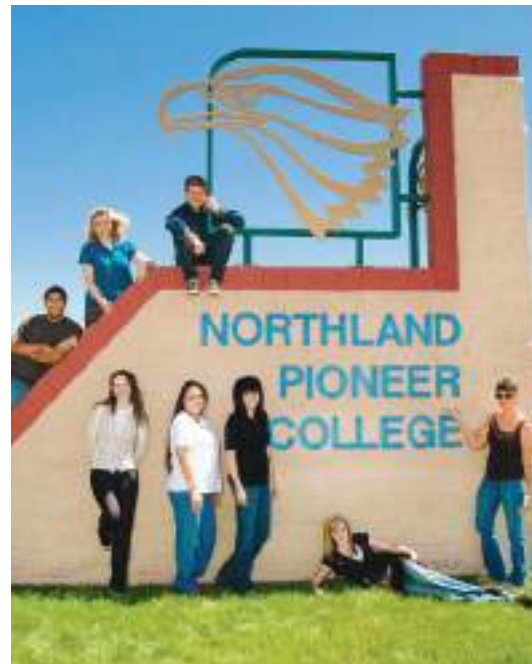
The second section focuses on the other campuses and centers in the Northland Pioneer family.

Northland Pioneer College's vision is to provide a learner-centered environment, respond to community needs through effective and innovative services for their students, and foster professional growth and collegial collaboration.



# NORTHLAND PIONEER COLLEGE HISTORY + CONTEXT

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**Northland Pioneer College (NPC)** is a regionally accredited, publicly supported, comprehensive community college serving Navajo County, Arizona. Campuses are located in four of the largest Navajo County communities: Holbrook, Show Low, Snowflake/Taylor and Winslow. Instructional centers are located in Hopi/Polacca, Kayenta and Whiteriver.

NPC also partners with community members in Apache County, Arizona, with instructional centers in Springerville/Eagar and St. Johns. NPC is governed by the Navajo County Community College District, the nation's second-largest community college service area – 21,158 square miles (54,800 km<sup>2</sup>). The Navajo, Hopi and White Mountain Apache Indian Reservations occupy more than 60 percent of the total land in the college's service area. NPC has an open admissions policy.

## History

In the late 1950s, citizens in Northeastern Arizona were concerned about the lack of access to higher education and began advocating for the establishment of a regional community college. In fall 1972, the Navajo County Community College District was formed to serve the higher education needs of residents in a region covering the approximate size of West Virginia.

The district oversees Northland Pioneer College, which began offering college classes in fall 1974. More than 2,000 students enrolled that first year, double the anticipated number. Classes were held in an abandoned school, an abandoned hospital and a variety of public school classrooms and community buildings. The first graduating class, in spring 1975, included nine students.

From those humble beginnings, NPC now serves more than 7,000 students annually, using technology to connect its own nine locations plus delivering college-level courses to rural high school students throughout its service area. (<https://www.npc.edu/northland-pioneer-college/our-history>)

# 2020 MASTER PLAN UPDATE

## PRINCIPLES AND PROCESS



## CONTEXT

In the fall of 2019, SPS+ Architects was given the opportunity to update the 2012 Northland Pioneer College Facilities Master Plan. The campuses include: White Mountain Campus (Show Low, Arizona), Little Colorado Campus (Winslow, Arizona), Painted Desert Campus (Holbrook, Arizona), Silver Creek Campus (Snowflake/Taylor), Hopi Center, Springerville-Eagar Center, and Whiteriver Center.

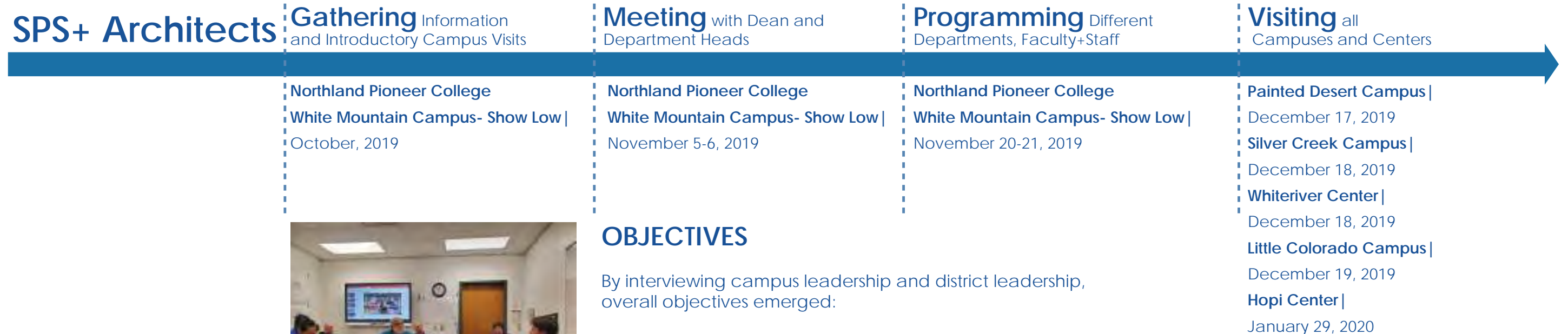


Meeting with Dean and Department Heads

## PROCESS

Over the course of multiple meetings with Deans, Department heads, faculty and staff, SPS+ was able to collect the campuses existing building uses, and impressions of future wants and needs.

**NOTE!** Kayenta center location is tentative and not included in this document



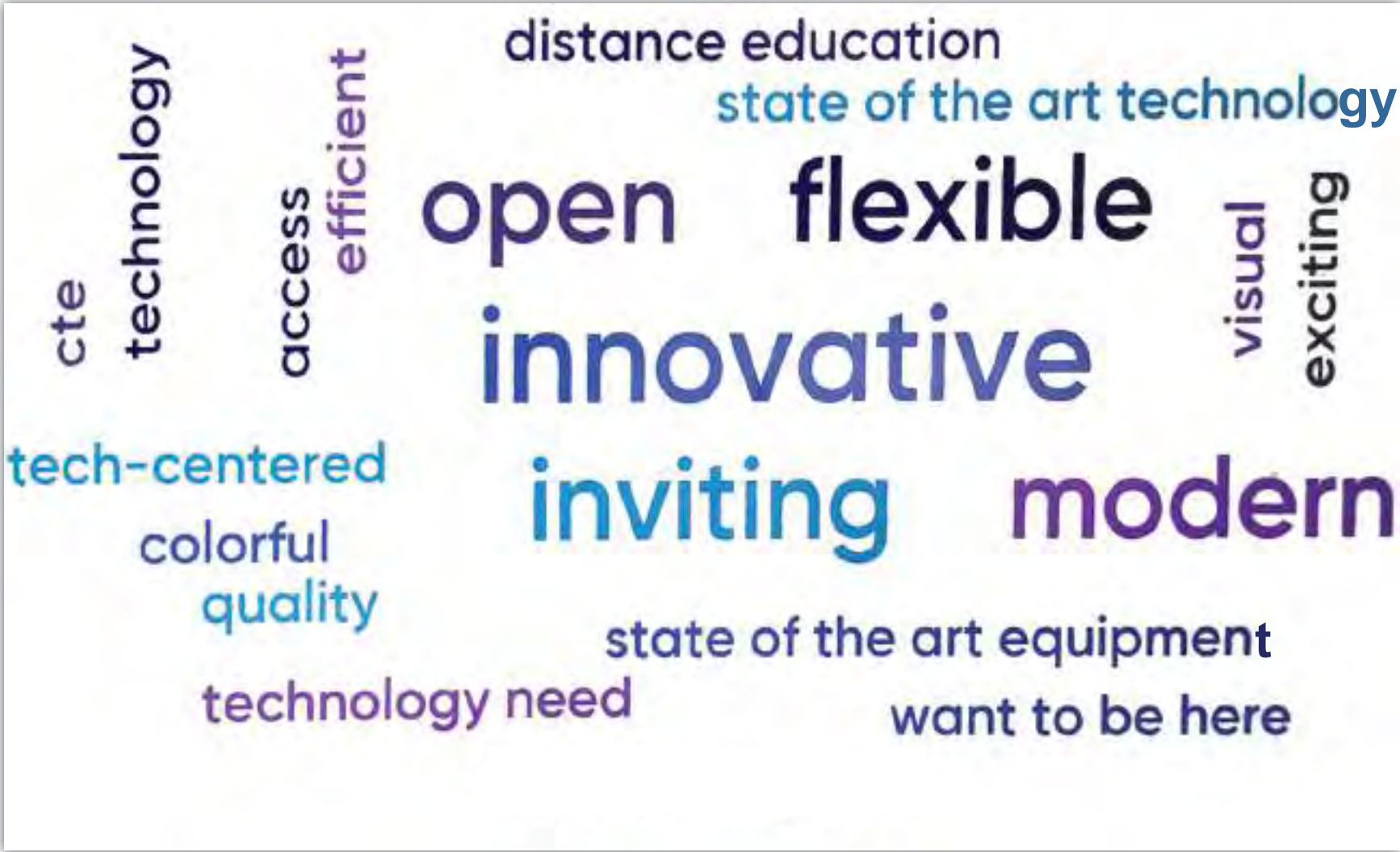
Programming Meeting

## OBJECTIVES

By interviewing campus leadership and district leadership, overall objectives emerged:

- Support recruitment and retention of students, faculty, staff;
- Develop a long term road map to guide immediate decisions;
- Integrate academics and student life;
- Accommodate enrollment growth;
- Create campus and community connections;
- Apply sustainability principles.

WORD CLOUD: LEARNING, ENVIRONMENT INFLUENCES  
AND DESIGN VISION THEMES



Using a real-time phone app survey at the programming meeting campus deans and department heads anonymously identified their priorities and goals for the vision and direction of the Show Low campus. The larger words illustrate the most popular goals among attendees. These Design goals included: open, flexible, innovative, inviting and modern, becoming the conceptual foundation of the design direction.



## 2020 MASTER PLAN UPDATE PRINCIPLES

IN ORDER TO MEET NPC'S MASTER PLAN OBJECTIVES, FIVE MAIN GUIDING PRINCIPLES SHOULD BE APPLIED TO ALL OF THE CAMPUSES:

- PRINCIPLE ONE: **UPDATE TECHNOLOGY ON ALL CAMPUSES**
- PRINCIPLE TWO: **CONSOLIDATE ACADEMIC PROGRAMS IN THE SAME BUILDING TO INCREASE EFFICIENCY AND MAXIMIZE PROGRAM FACILITIES**
- PRINCIPLE THREE: **REINFORCE SENSE OF PLACE**
- PRINCIPLE FOUR: **FOSTER COMMUNITY OUTREACH**
- PRINCIPLE FIVE: **DEVELOP STUDENT CAMPUS LIFE**

## PRINCIPLE ONE

### UPDATE TECHNOLOGY ON ALL CAMPUSES



One of Northland Pioneer's goals is to be able to provide long distance learning to people in rural communities within Northern Arizona which supports President Vest's vision to make sure that everyone has equal access to receive an education. To support this goal all technology on campus, especially all classrooms, will be upgraded. This will allow for better connections between campuses and between teachers and students. In addition, universal charging stations and touch down center will be provided on all campuses to make it easier for students to charge their laptops, tablets, and phones. The hope is that by providing these upgrades students will stay on campus longer which will promote more collaboration.

#### Opportunities:

- Universal connectivity
- High speed Internet access



## PRINCIPLE TWO

### CONSOLIDATE ACADEMIC PROGRAMS IN THE SAME BUILDING TO INCREASE EFFICIENCY AND MAXIMIZE PROGRAM FACILITIES



By purposefully relocating programs and departments, NPC will be able to serve the student body in a more efficient manner. In its current state, the Show Low campus has overlapping uses within each building. This could cause confusion and new students could be intimidated by the additional hurdles associated with the on-boarding process.

Reorganizing the uses of the existing spaces and consolidating others will help establish clear wayfinding and pedestrian/vehicular circulation.

#### Opportunities:

- Consolidate programs
- Create clear vehicular/pedestrian circulation
- Create a “front door” to the campus
- Provide clear and consistent signage throughout the campus



## PRINCIPLE THREE

### REINFORCE SENSE OF PLACE



Georgia Tech West Village Commons

In order to achieve maximum interaction between students, it is NPC's goal to encourage students to spend longer periods of time on campus. A General Education and Student Success Center can serve as a Campus Life hub. An open, flexible, and innovative facility would help support this approach. Inviting exterior amenities would further enhance that notion.

There are many ways to enhance a student's sense of place. It would be beneficial to provide a variety of spaces that range from secluded and quiet to high activity areas where privacy is not of concern. Additional options can be seating for small groups, large groups, and individuals. Additionally, all of the hallways, exterior walkways, plazas, etc can be an opportunity for chance encounters where students can interact and have an interchange of information and ideas.

#### Opportunities:

- Integrate the facilities with the Natural Setting.
  - Buildings can maximize views of the surrounding Ponderosa forests and existing pine trees within the campus.
  - Place buildings with the existing topography
- Develop Outdoor seating areas adjacent to the natural surroundings
- Informative/historic plaques
- Outdoor spaces
- Events
- Local artwork displays
- Expand learning capabilities

## PRINCIPLE FOUR

### FOSTER COMMUNITY OUTREACH



Campus life and a Sense of Place can be bolstered by Fostering Community Outreach. NPC was established due to the lack of higher education in the region; as a result, it serves a large role in nurturing the educational aspirations of future generations. By providing welcoming public spaces and holding community events on campus, more members of the surrounding communities will be able to experience, first-hand, the higher education environment.

By attracting community events onto the Campus, it will help inspire students to broaden their horizons and engage the surrounding community and raise awareness of any pressing issues. This will help NPC and the surrounding community cultivate a positive relationship and will help propel both entities forward.



Architecturally speaking, outdoor public spaces can be integrated into the building designs and flexible interior spaces can be provided in order to maximize the number of functions that can be accommodated.

#### Opportunities:

- Involvement
- Connectivity
- Integration

## PRINCIPLE FIVE

### DEVELOP STUDENT CAMPUS LIFE



Having a strong student campus life is very important to creating a successful educational environment where students can thrive and achieve their goals. Some of the ways this is being achieved is by providing a variety of spaces on campus for students to study. By doing so this will encourage students to spend more time on campus which will result in more collaboration and idea exchanging. The placement of the new General Education/ Student Success Center is also in support of this goal to create a better student campus life by creating a new heart in the center of campus where students will have the opportunity to interact more.



#### Opportunities:

- Create informative kiosks throughout campus
- Create social hubs throughout campus
- Hold workshops and lectures in public spaces
- Develop a variety of collaboration spaces

# PART #1

## WHITE MOUNTAIN CAMPUS - SHOW LOW



Northland Pioneer College  
White Mountain Campus - Show Low - Existing





# 2012 MASTER PLAN

## Northland Pioneer College White Mountain Campus - Show Low

### 2012 Master Plan

The purpose of the 2012 master plan was to define current and future facility needs for the College. Review of the 2012 master plan implementation and assessment efforts found that everything was completed except for the proposed new building construction and ongoing maintenance at all sites.

**FOR REFERENCE ONLY**



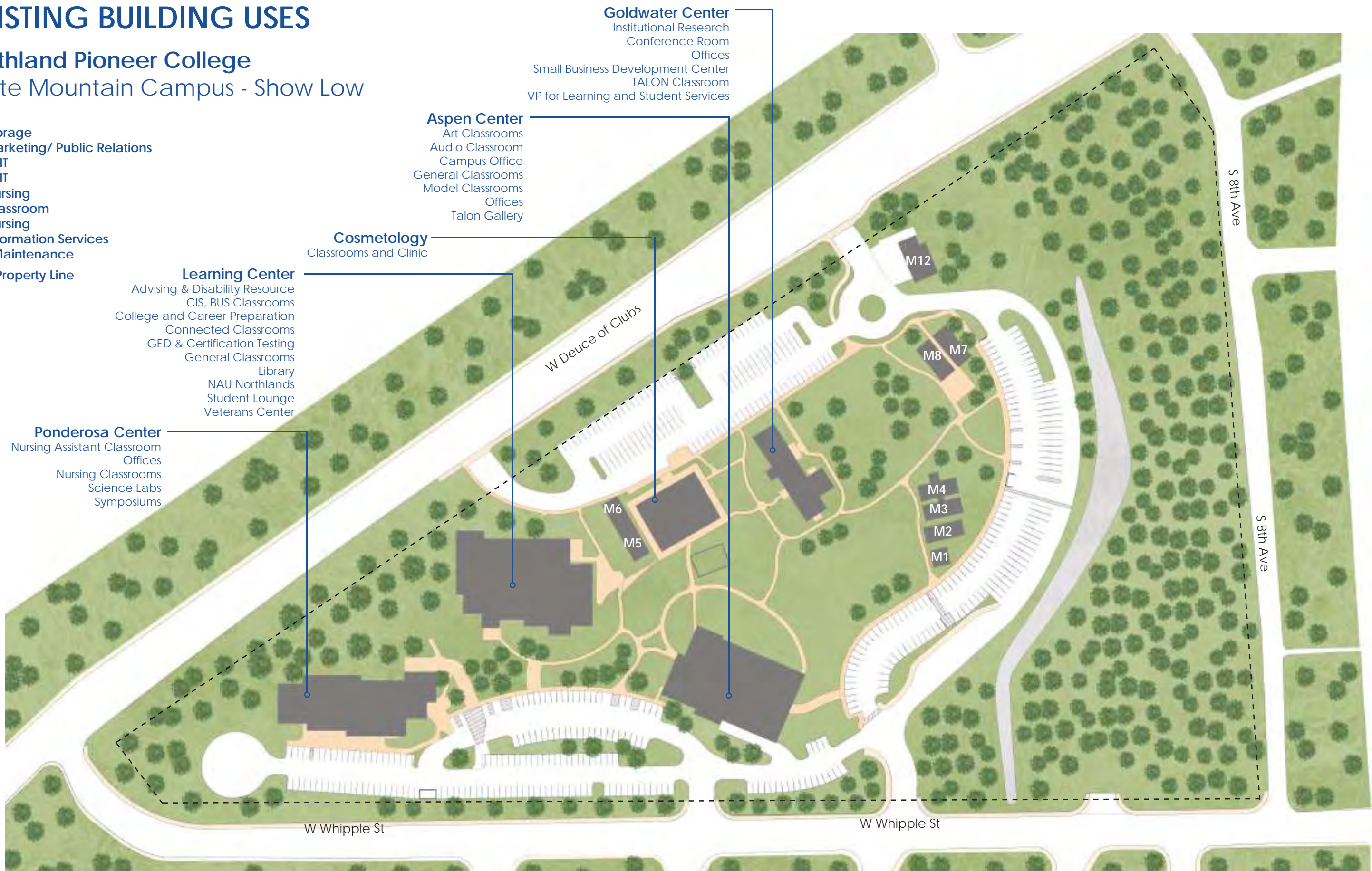


# EXISTING BUILDING USES

## Northland Pioneer College White Mountain Campus - Show Low

- M1: Storage
- M2: Marketing/ Public Relations
- M3: EMT
- M4: EMT
- M5: Nursing
- M6: Classroom
- M7: Nursing
- M8: Information Services
- M12: Maintenance

--- Property Line



**Goldwater Center**  
 Institutional Research  
 Conference Room  
 Offices  
 Small Business Development Center  
 TALON Classroom  
 VP for Learning and Student Services

**Aspen Center**  
 Art Classrooms  
 Audio Classroom  
 Campus Office  
 General Classrooms  
 Model Classrooms  
 Offices  
 Talon Gallery

**Cosmetology**  
 Classrooms and Clinic

**Learning Center**  
 Advising & Disability Resource  
 CIS, BUS Classrooms  
 College and Career Preparation  
 Connected Classrooms  
 GED & Certification Testing  
 General Classrooms  
 Library  
 NAU Northlands  
 Student Lounge  
 Veterans Center

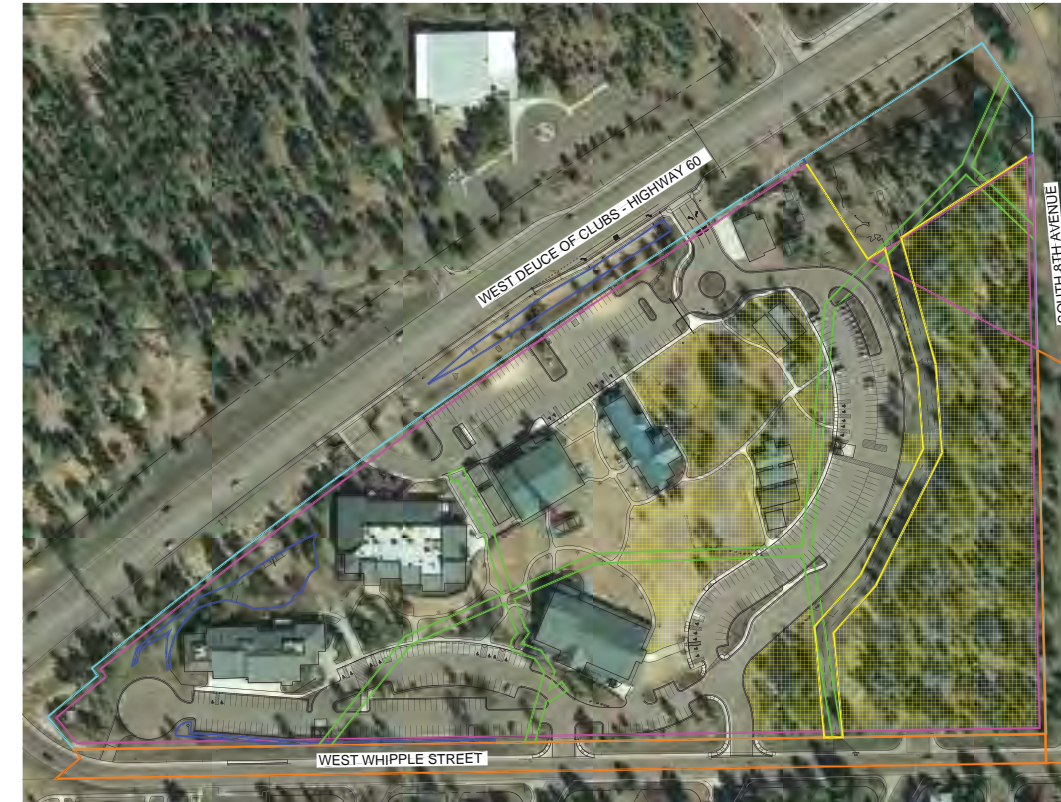
**Ponderosa Center**  
 Nursing Assistant Classroom  
 Offices  
 Nursing Classrooms  
 Science Labs  
 Symposiums



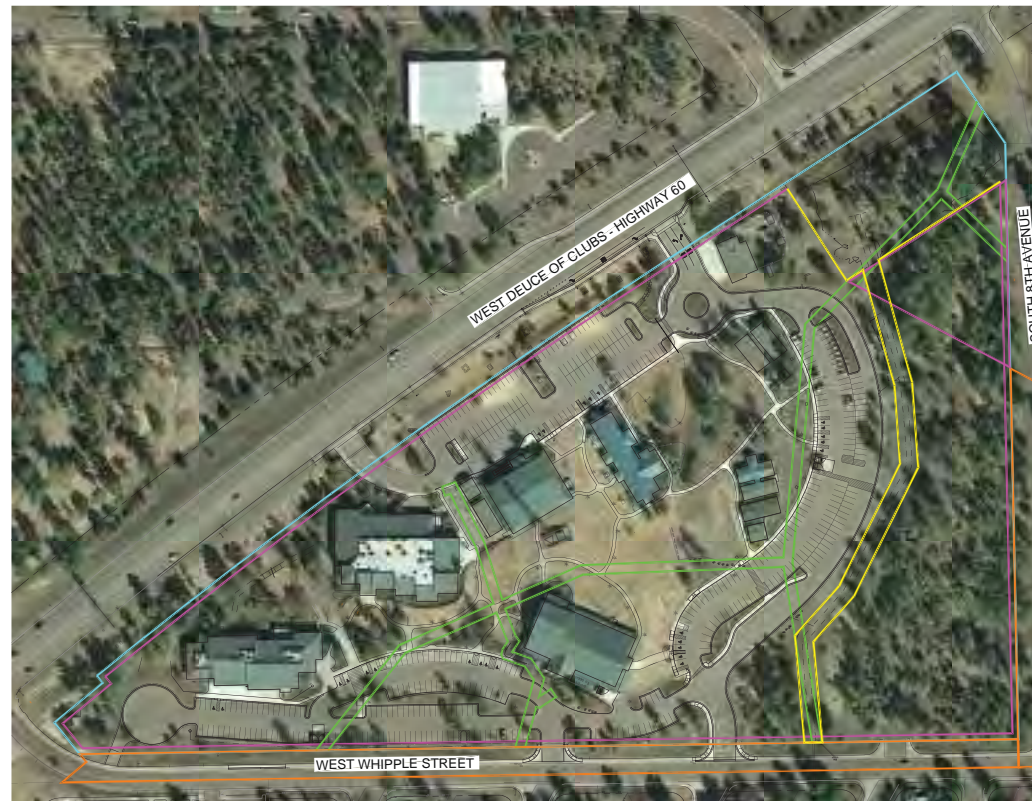
# Northland Pioneer College White Mountain Campus - Show Low - Existing Utilities Maps



Boundary Map



Buildable Map



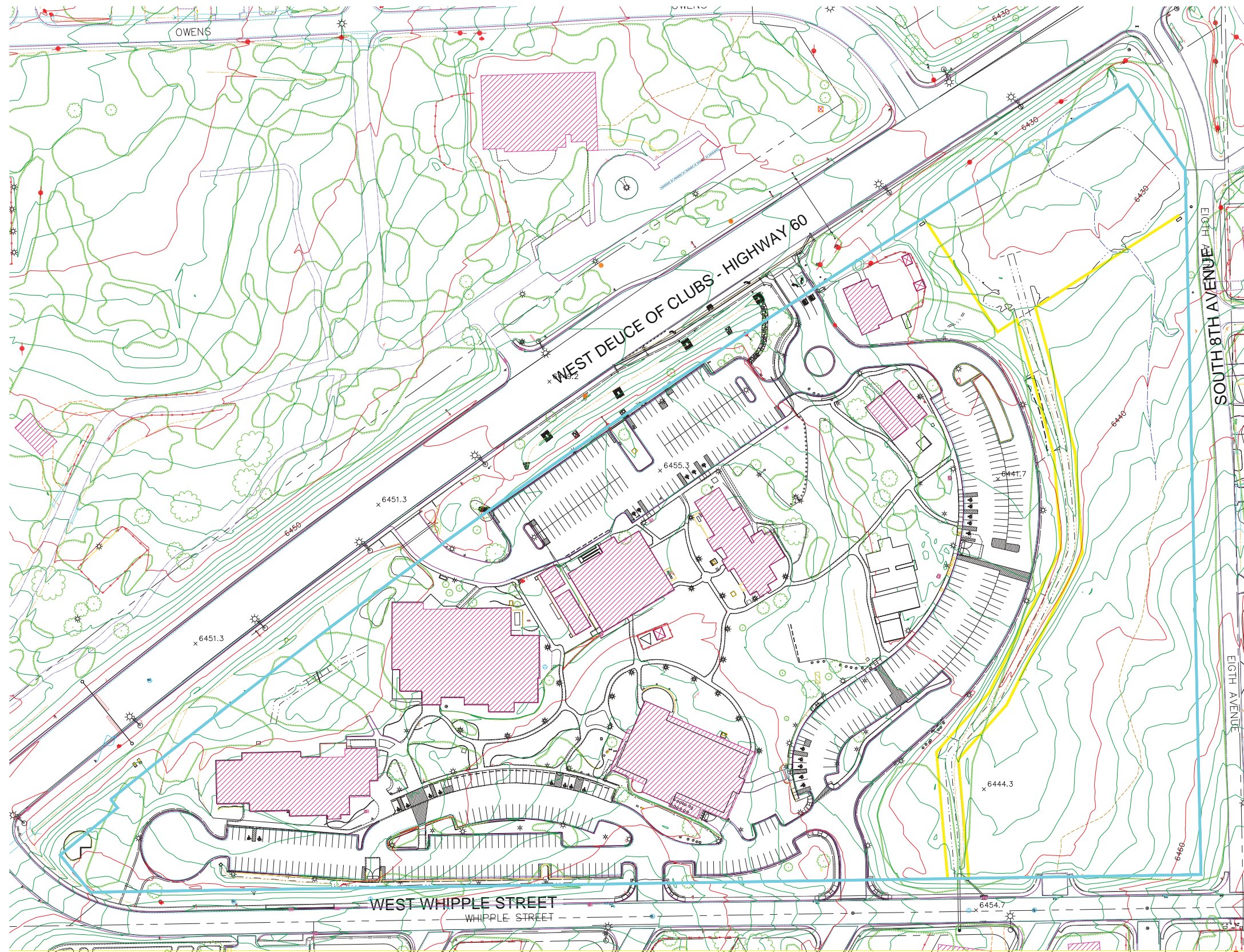
Easement Map



Drainage Map



# Northland Pioneer College White Mountain Campus - Show Low - Topography

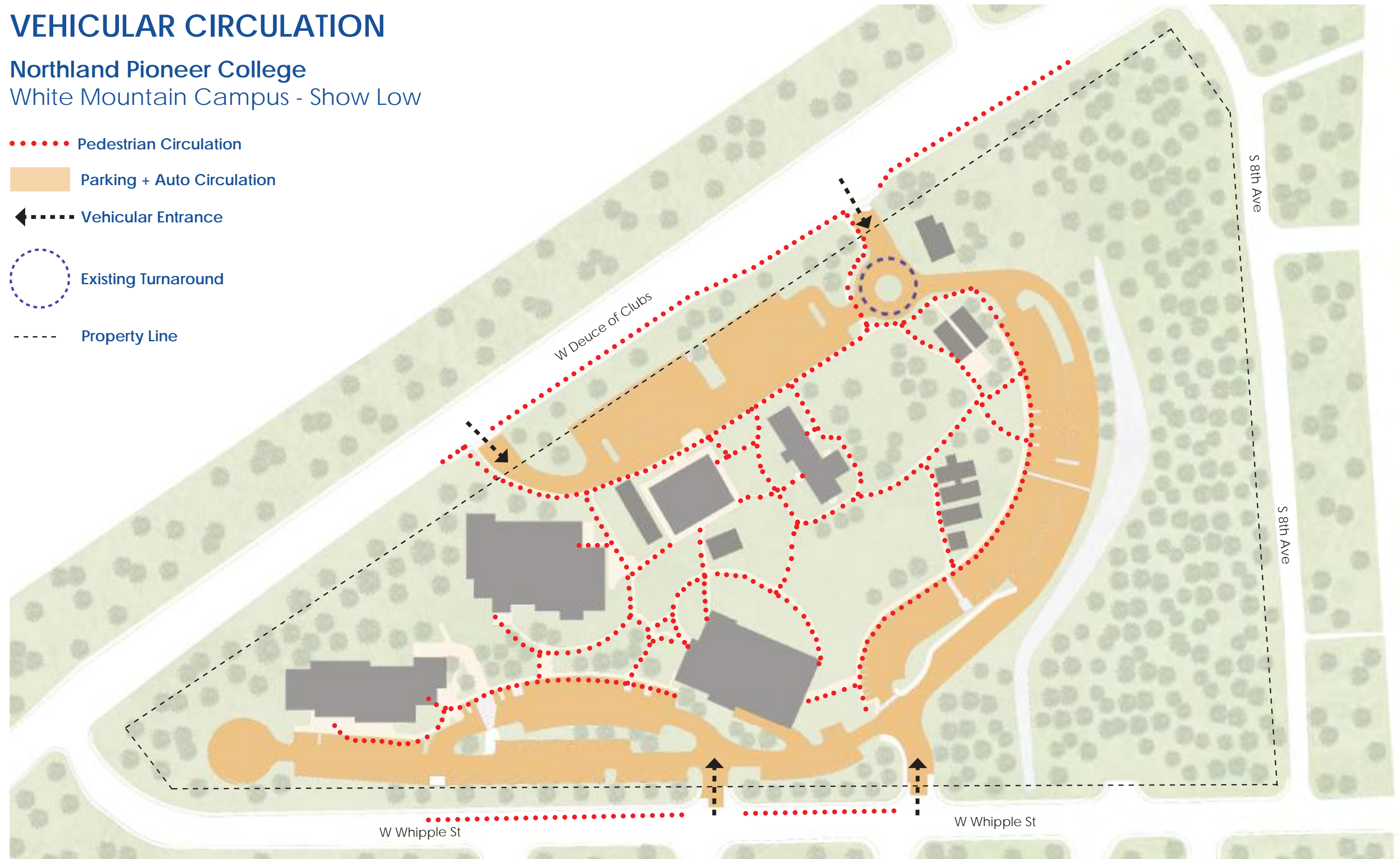




# EXISTING PEDESTRIAN AND VEHICULAR CIRCULATION

Northland Pioneer College  
White Mountain Campus - Show Low

- Pedestrian Circulation
- Parking + Auto Circulation
- ←--- Vehicular Entrance
- Existing Turnaround
- Property Line







### SPS+ ARCHITECTS RECOMMENDATIONS

- Build a new skills center - automotive, welding, metal arts, facilities building, and future program to be determined
- Build a new centrally located general education/student success building
- Renovate existing buildings and consolidate departments into same building to maximize efficiency
  - Allied Health (Former Learning Center)
  - Goldwater Welcome Center
  - Aspen Arts Center
  - Ponderosa Science Center (Future renovation)
- Connect new + existing campus buildings with ADA accessible sidewalks
- Create 'one stop shop' for student services (Goldwater Welcome Center)
- Develop new wayfinding signage at all campus locations
- Develop campus as community beacon
- Create a variety of gathering spaces
- Bring food/beverage services to campus
- Develop potential childcare
- Develop student social and learning spaces
- Upgrade technology in all of the classrooms and in the talon classrooms as well
- Enhance technology of modern library

# RELOCATE PORTABLES/CONSOLIDATE PROGRAM INTO SAME BUILDING

## Northland Pioneer College

### White Mountain Campus - Show Low

- M1: Storage
- M2: Marketing/ Public Relations
- M3: EMT
- M4: EMT
- M5: Nursing
- M6: Classroom
- M7: Nursing
- M8: Information Services
- M12: Maintenance

- Existing Building
- Renovated Building
- Future New Building
- Property Line





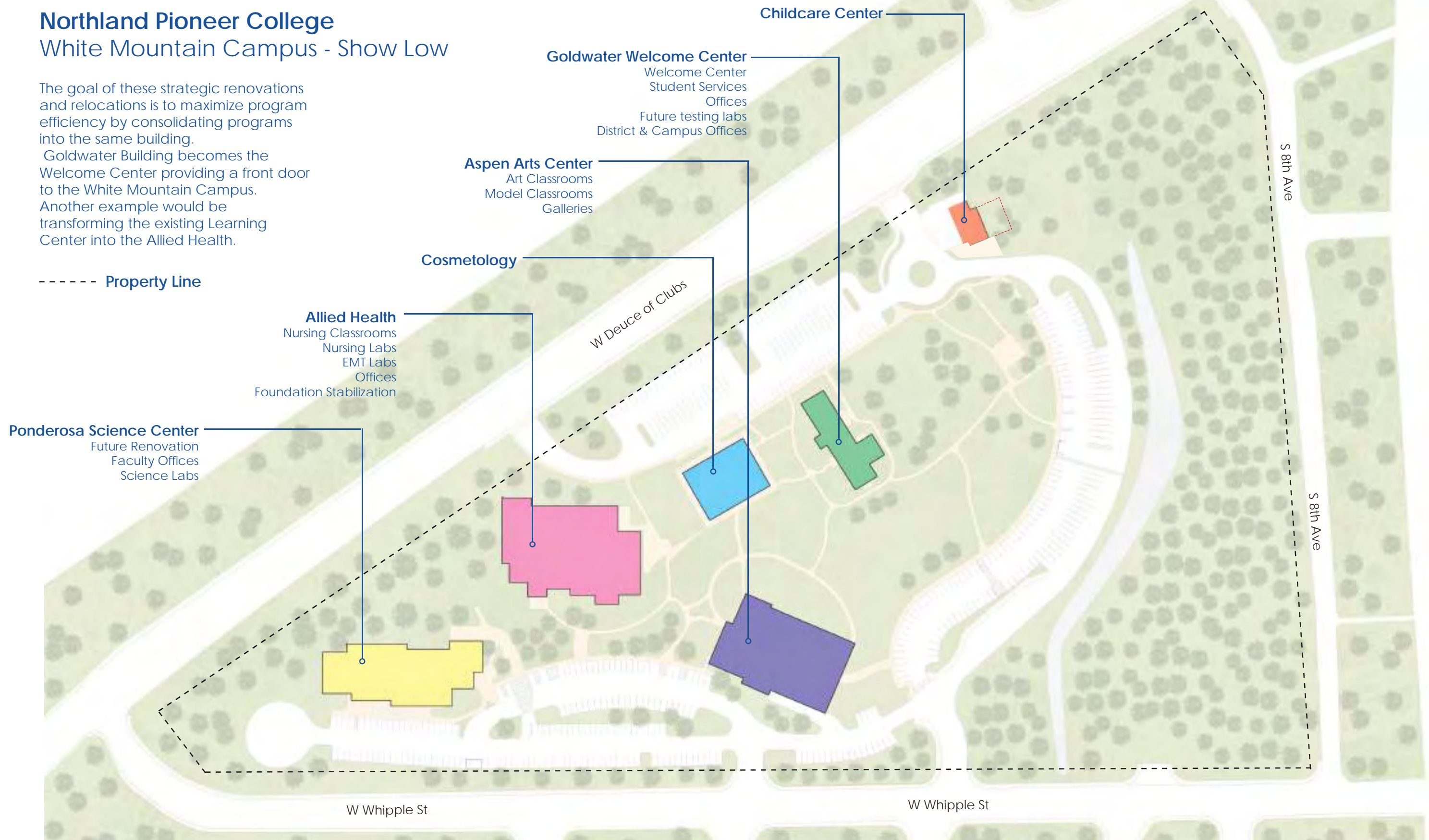
# RENOVATED BUILDINGS / MAXIMIZE PROGRAM EFFICIENCY

## Northland Pioneer College White Mountain Campus - Show Low

The goal of these strategic renovations and relocations is to maximize program efficiency by consolidating programs into the same building.

Goldwater Building becomes the Welcome Center providing a front door to the White Mountain Campus. Another example would be transforming the existing Learning Center into the Allied Health.

----- Property Line










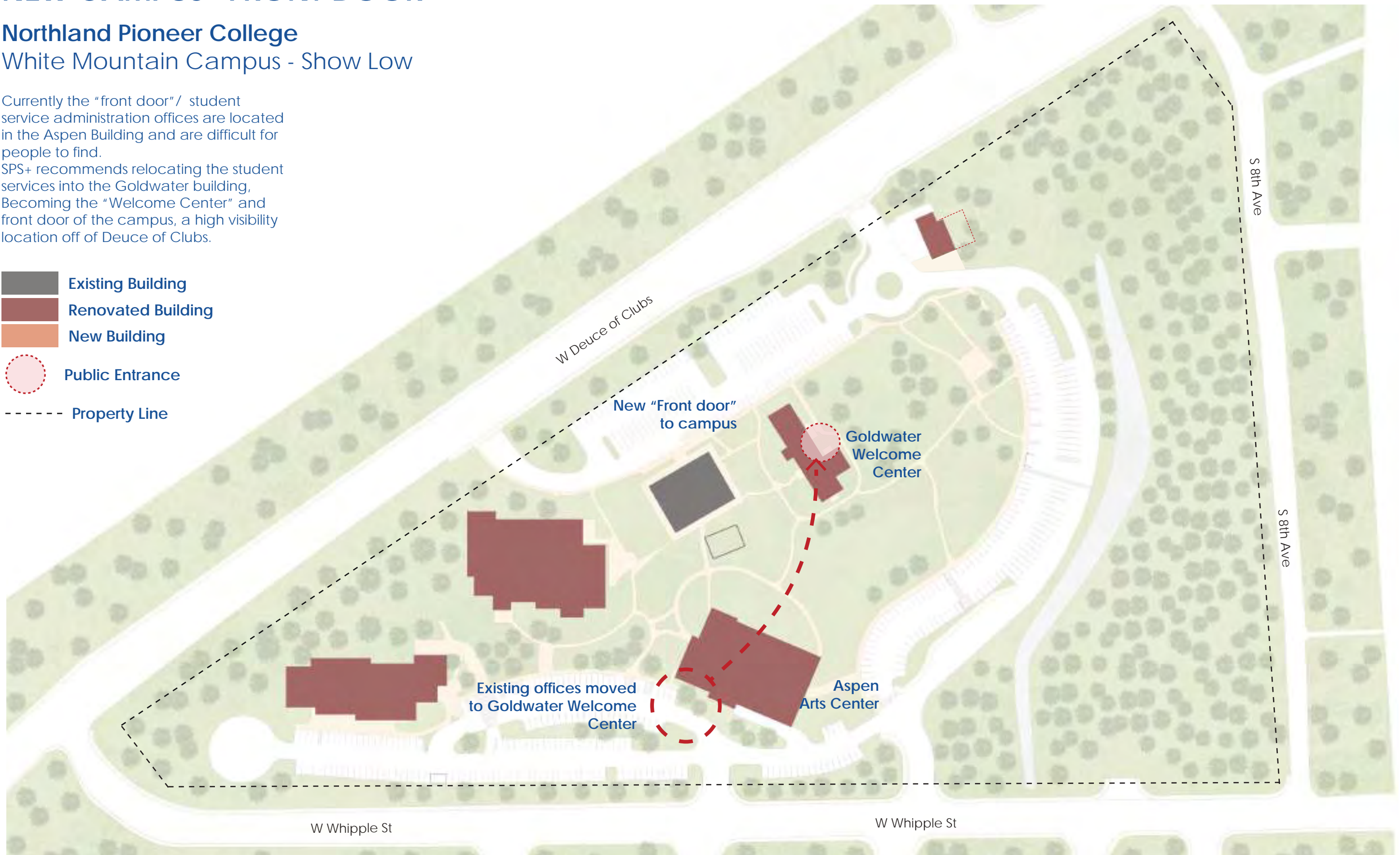
# NEW CAMPUS "FRONT DOOR"

## Northland Pioneer College

### White Mountain Campus - Show Low

Currently the "front door" / student service administration offices are located in the Aspen Building and are difficult for people to find. SPS+ recommends relocating the student services into the Goldwater building, becoming the "Welcome Center" and front door of the campus, a high visibility location off of Deuce of Clubs.

-  Existing Building
-  Renovated Building
-  New Building
-  Public Entrance
-  Property Line





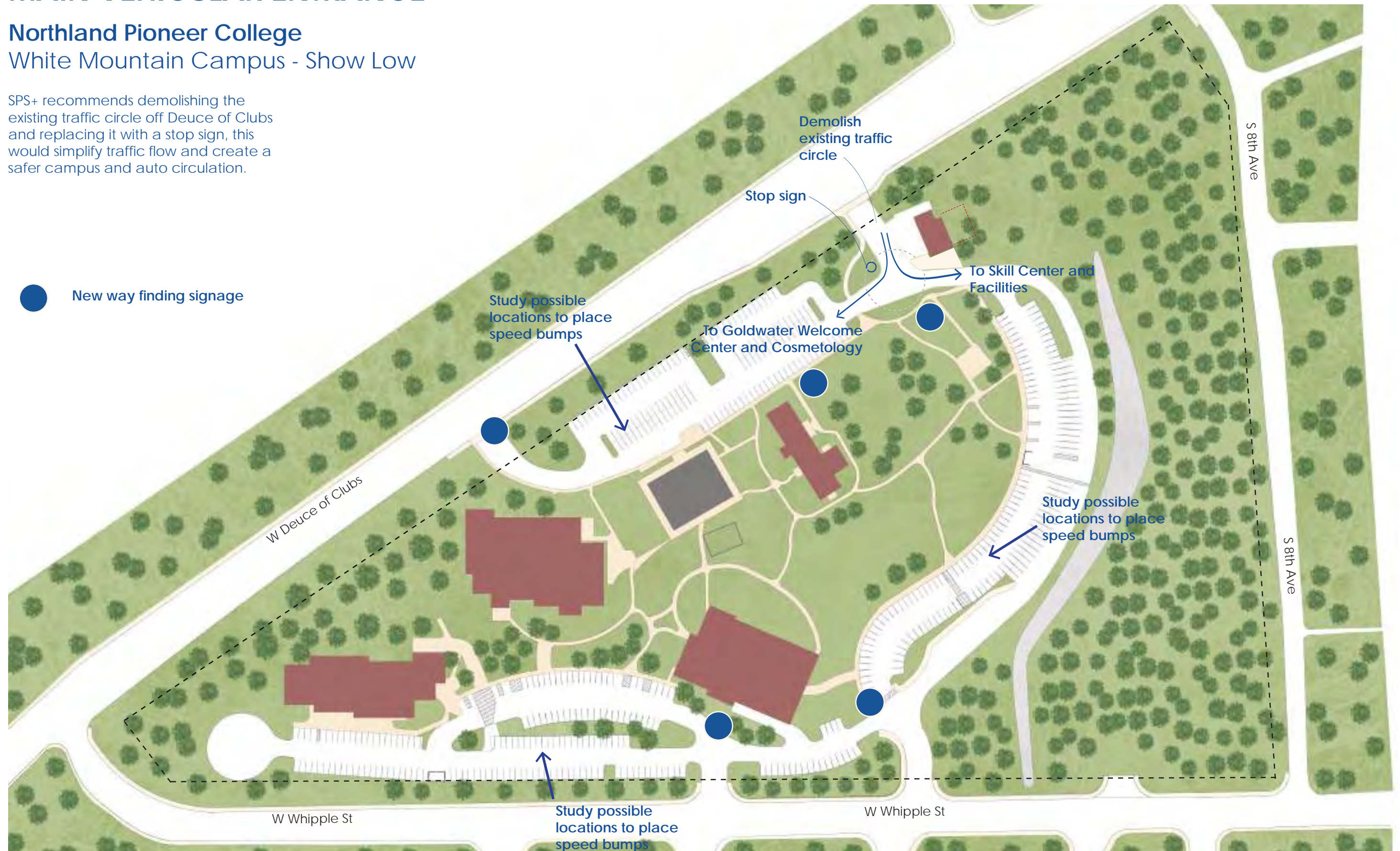
# MAIN VEHICULAR ENTRANCE

## Northland Pioneer College

### White Mountain Campus - Show Low

SPS+ recommends demolishing the existing traffic circle off Deuce of Clubs and replacing it with a stop sign, this would simplify traffic flow and create a safer campus and auto circulation.

● New way finding signage





# 2020 EXPANSION PLAN

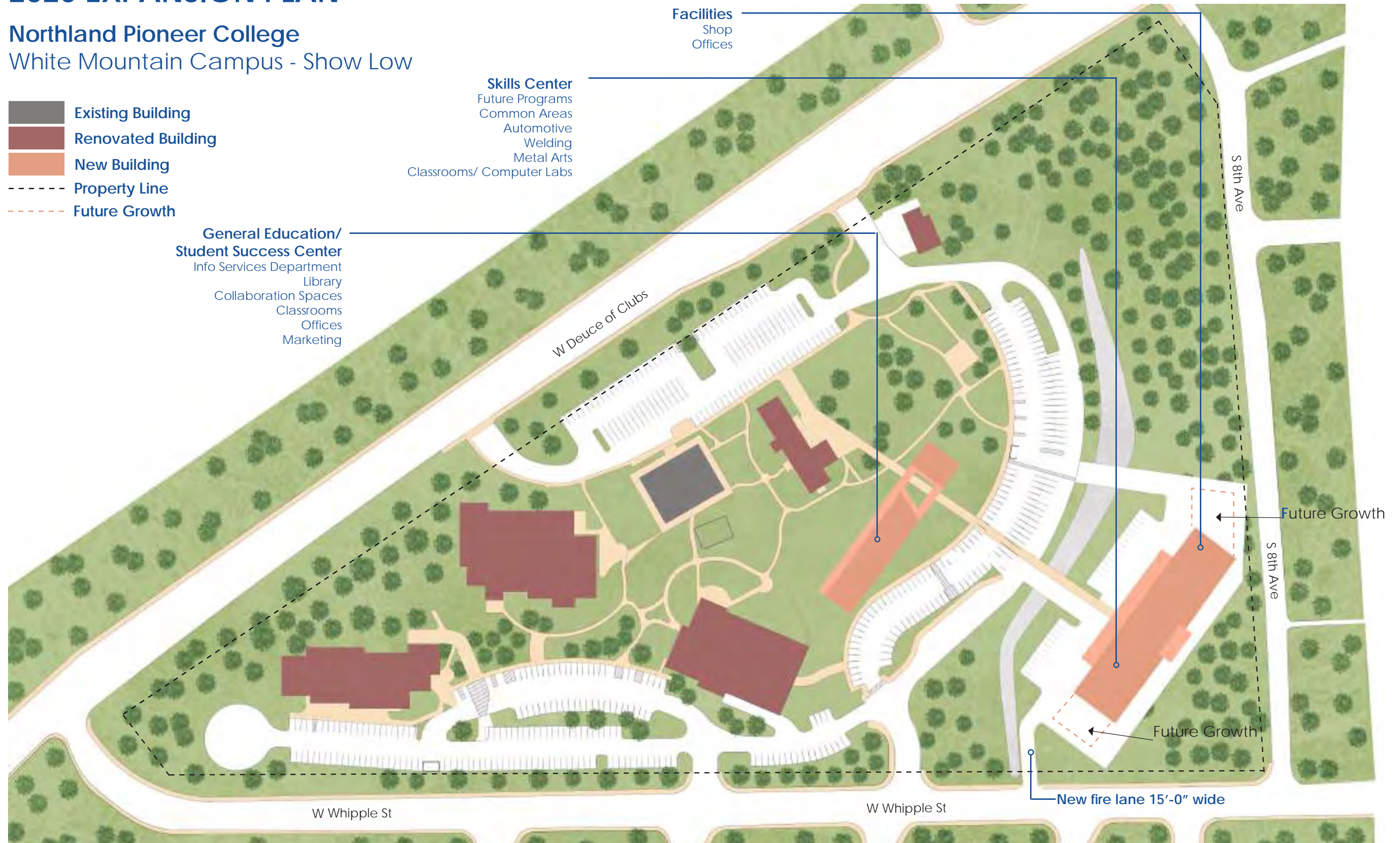
## Northland Pioneer College White Mountain Campus - Show Low

- Existing Building
- Renovated Building
- New Building
- Property Line
- Future Growth

**General Education/  
Student Success Center**  
 Info Services Department  
 Library  
 Collaboration Spaces  
 Classrooms  
 Offices  
 Marketing

**Skills Center**  
 Future Programs  
 Common Areas  
 Automotive  
 Welding  
 Metal Arts  
 Classrooms/ Computer Labs

**Facilities**  
 Shop  
 Offices

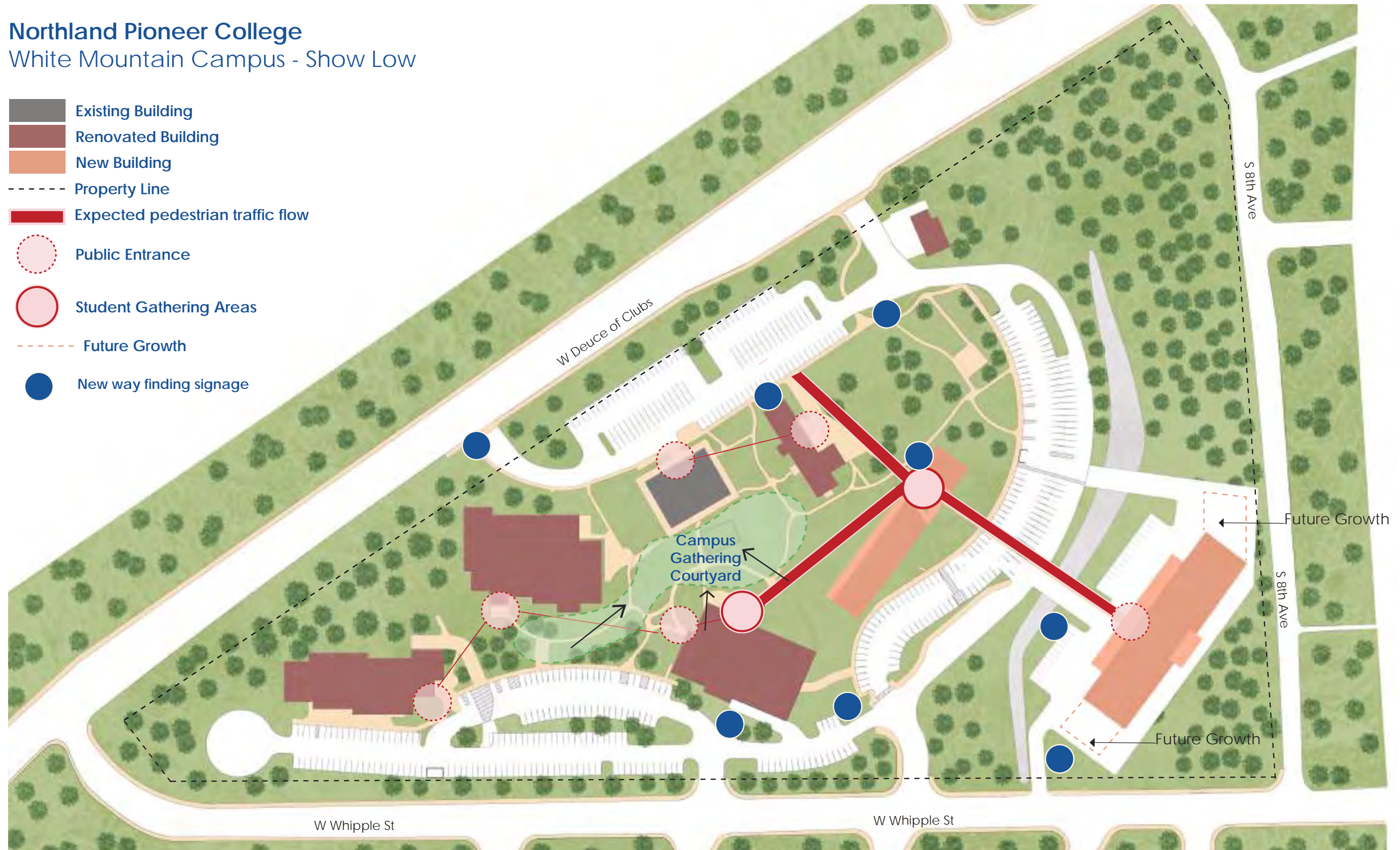




# CONNECTIVITY/CAMPUS STUDENT LIFE DIAGRAM

Northland Pioneer College  
White Mountain Campus - Show Low

- Existing Building
- Renovated Building
- New Building
- Property Line
- Expected pedestrian traffic flow
- Public Entrance
- Student Gathering Areas
- Future Growth
- New way finding signage

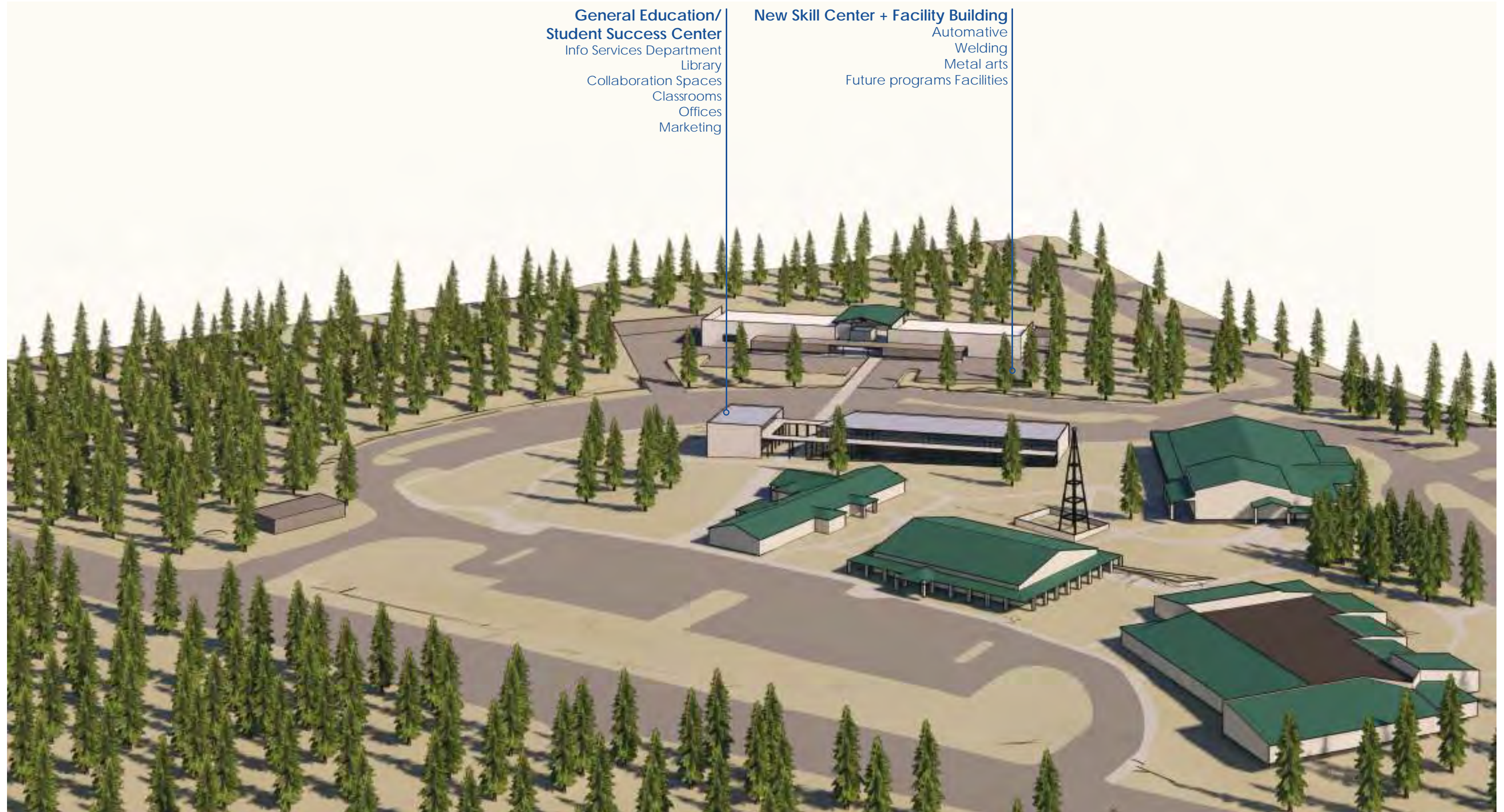




# 2020 CONCEPT MASTER PLAN

## Northland Pioneer College

### White Mountain Campus - Show Low





# PART #2

## RENOVATIONS TO NORTHLAND PIONEER CAMPUSES AND CENTERS

- Little Colorado Campus - Winslow
- Silver Creek Campus - Snowflake/Taylor
- Painted Desert Campus - Holbrook
- Whiteriver Center - Whiteriver
- Hopi Center - Polacca

## SPS+ ARCHITECTS RECOMMENDATIONS FOR LITTLE COLORADO CAMPUS - WINSLOW



### Observations:

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

### Opportunities:

1. Expand the parking lot near the Blunk Building.
2. Consolidate Student Services and make easy to find.
3. The Learning Center Symposium, 102 and 104 rooms tiered floors have limited functionality and flexibility. Consider a flat floor solution.
4. Plan for childcare (consider drainage, consider across drive from Ruby Hill)
  - a. Drop off, Pick up drives, classroom(s) support area and fenced play area.
5. There is building space between Blunk Building and Learning Center
6. There will be building space when the Cosmetology Department portable is removed.
7. Move the campus office closer to the front of campus in the Learning Center.

# WINSLOW SITE PLAN

## Northland Pioneer College

### Little Colorado Campus - Winslow

● New Way Finding Sign

#### Opportunities:

1. Expand the parking lot near the Blunk Building.
2. Consolidate Student Services and make easy to find.
  - a. Drop off, Pick up drives, classroom(s) support area and fenced play area.
3. Plan for childcare (consider drainage, consider across drive from Ruby Hill)
  - a. Drop off, Pick up drives, classroom(s) support area and fenced play area.
4. Move the campus office closer to the front of campus in the Learning Center.



Relocate Student Lounge from Multipurpose Building to Library

Library

New Front Door of Campus/  
One stop Student Services

Future New Bldg

Ruby Hill

Learning Center

Future Cosmetology Bldg

Blunk Bldg

Allied Health

Drop off and Pick up

Child Care

Playground

2 classrooms

Future Parking Expansion

- Future Parking
- Existing Building
- Renovated Building
- New Building
- Future Opportunity





# MULTIPURPOSE BUILDING PLAN

Northland Pioneer College

Little Colorado Campus - Winslow





# BUNK HEALTH SCIENCES CENTER PLAN

Northland Pioneer College

Little Colorado Campus - Winslow



# RUBY HILL BUILDING PLAN

Northland Pioneer College

Little Colorado Campus - Winslow





# LEARNING CENTER PLAN

Northland Pioneer College  
Little Colorado Campus - Winslow



## SPS+ ARCHITECTS RECOMMENDATIONS FOR SILVER CREEK CAMPUS - SNOWFLAKE/ TAYLOR



### Observations:

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

### Opportunities:

1. Utilize the Student Center science classroom.
2. Symposium, 102 and 104 tiered floors have limited functionality and flexibility, consider flat floor solution.
3. Plan for childcare (east side of rear parking lot)
  - a. Drop off, Pick up drives, classroom(s) support area and fenced play area.
4. Recognize senior center drive use.



# SNOWFLAKE SITE PLAN

## Northland Pioneer College

Silver Creek Campus - Snowflake/ Taylor

● New Way Finding Sign

### Opportunities:

1. Utilize the Learning center science classroom.
2. Plan for childcare (east side of rear parking lot)
  - a. Drop off, Pick up drives, classroom(s) support area and fenced play area.





# STUDENT CENTER PLAN

Northland Pioneer College

Silver Creek Campus - Snowflake/ Taylor



# LEARNING CENTER PLAN

Northland Pioneer College

Silver Creek Campus - Snowflake/ Taylor





## SPS+ ARCHITECTS RECOMMENDATIONS FOR PAINTED DESERT CAMPUS - HOLBROOK



### Observations:

1. There is ample learning space on campus.
2. Provide additional parking east of Tawa to serve the skills center.

### Opportunities:

1. Reorganize Tawa and Tiponi to be Districtwide administration offices. Locate all student services into Nizhoni to provide a one stop shop for admissions.
2. Provide visual and pedestrian connection between Nizhoni and Skills Center to encourage student connectivity.
3. Classroom reconfiguration to increase class capacity.
  - a. NCL 142 and 147: divide each to create four classrooms out of the existing two classrooms.
  - b. NCL 136 or 166 (Talon HS): combine the spaces and divide the existing classrooms to create three new classrooms.
4. The area East of the Skill center, in the area of the technology storage building remains unassigned.



# HOLBROOK SITE PLAN

## Northland Pioneer College Painted Desert Campus - Holbrook

### Opportunities:

1. Reorganize Tawa and Tiponi to be Districtwide administration offices. Locate all student services into Nizhoni to provide a one stop shop for admissions.
2. Provide visual and pedestrian connection between Nizhoni and Skills Center to encourage student connectivity.





# NIZHONI LEARNING CENTER PLAN

Northland Pioneer College

Painted Desert Campus - Holbrook





# TAWA CENTER PLAN

Northland Pioneer College

Painted Desert Campus - Holbrook



## SPS+ ARCHITECTS RECOMMENDATIONS FOR WHITERIVER CENTER - WHITERIVER



### Observations:

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

### Opportunities:

1. Additional general education space is needed. Classrooms are at full use capacity.
2. The Construction Department is in a limited space portable. The department can benefit from a permanent building with a high ceiling and concrete floors.
3. The Allied Health Nursing Program is in a limited space portable. The program can benefit from a permanent building with ample space.
4. Plan for growth.



# LEARNING CENTER PLAN

Northland Pioneer College  
Whiteriver Center - Whiteriver



# NPC CENTER PLAN

Northland Pioneer College  
Whiteriver Center - Whiteriver





## SPS+ ARCHITECTS RECOMMENDATIONS FOR

### HOPI CENTER - POLACCA



#### Observations:

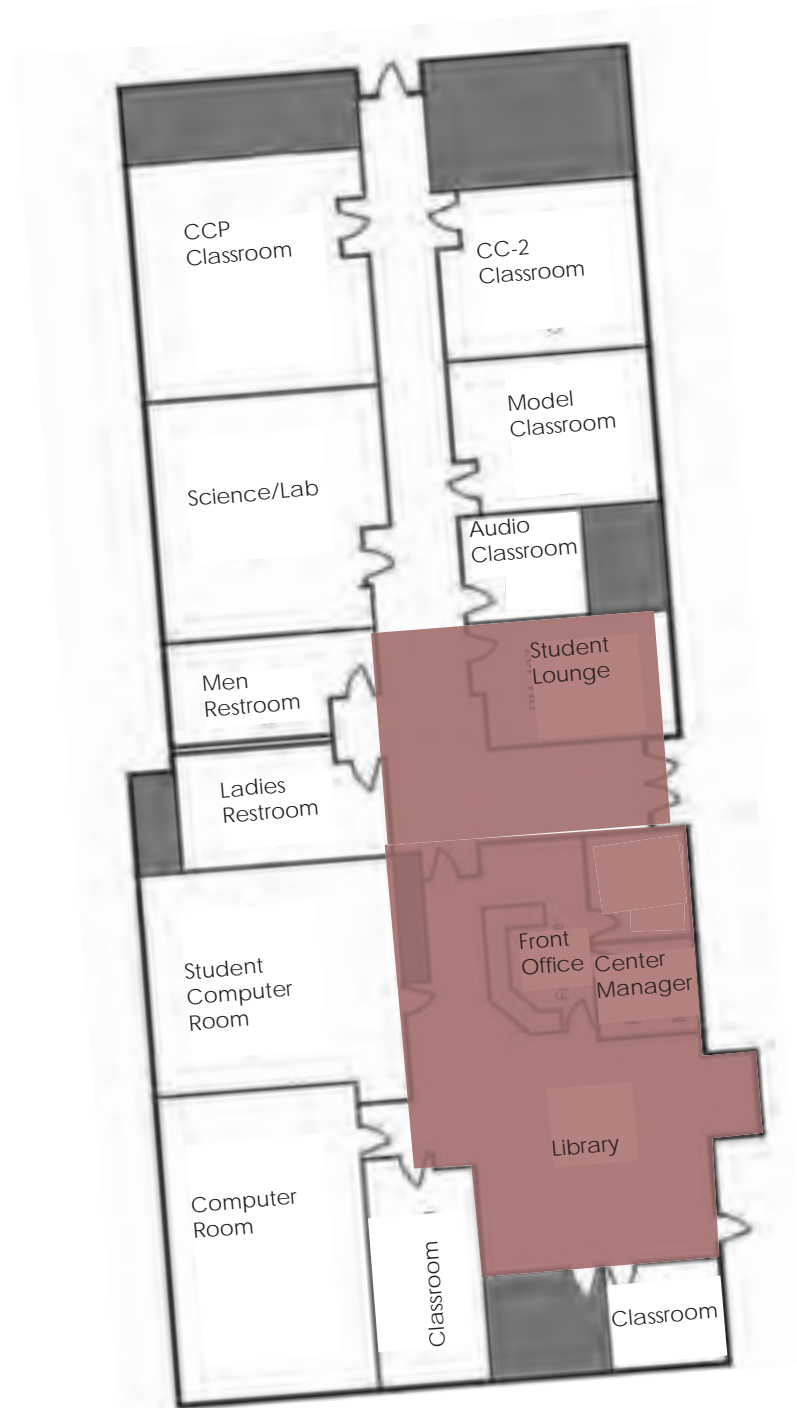
1. The Hopi community is unique with traditional learning and living values. Traditional learning techniques such as physical books and lecture classrooms are appreciated.
2. There are no consumer services nearby, therefore students often stay on site for the entire day. The Library and lounge spaces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

#### Opportunities:

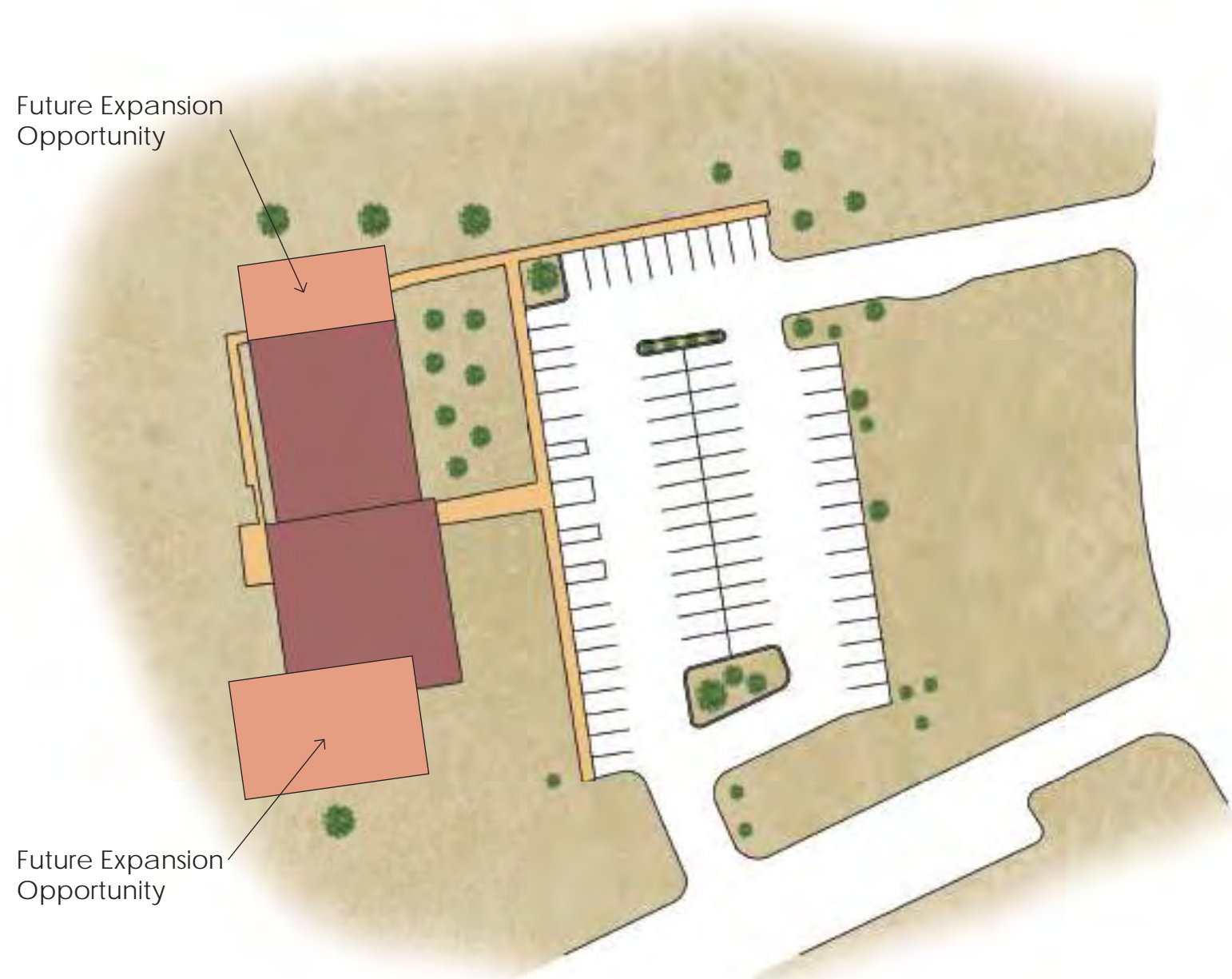
1. Internally review classroom and office uses. Relocate as appropriate.
2. Maximize existing space via furniture at library and lounge.
3. Provide on-going maintenance.

# HOPI SITE PLAN

Northland Pioneer College  
Hopi Center



Floor Plan



Site Plan

Legend:

- Renovated Building
- Existing Support/Storage to Remain
- Future Expansion Opportunity

↑





TRANSFORM YOUR LIFE





## OUR MISSION

“Northland Pioneer College provides, supports and promotes lifelong learning”

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

### **Recommendation:**

Staff recommends the adoption of the revisions/changes to Policy 1102: Equal Opportunity, Harassment, and Nondiscrimination, with authorization for staff to input the referenced/highlighted hyperlink therein.

### **Summary:**

At the June 16, 2020 District Governing Board (DGB) meeting, the DGB approved the adoption of the Association of Title IX Administrators (ATIXA)'s 1 Policy; 1 Process (1P; 1P) model as our new policy language for Equal Opportunity, Harassment, and Nondiscrimination policy. These revisions to our existing policy were necessary as the US Department of Education and Office of Civil Rights (OCR) released new Title IX regulations on May 6, 2020, and mandated that recipients of federal funding be following the new regulations no later than August 15, 2020 (or the run the risk of losing federal funding).

The model we adopted in June was originally drafted in 2019 in anticipation of the new regulations. At the advice of our ATIXA consultant, after reviewing our policy, we moved forward with adoption of the 1P;1P to ensure compliance with the new regulations. The 1P; 1P model aligned with the OCR's requirement to have consistency in processes. Per ATIXA, this model permits all discrimination complaints (age, race, sex, gender, nationality, etc.) to be resolved using one institution-wide policy, and one resolution process, applied to all alleged discrimination involving faculty, students and staff.

With the new regulations, however, not every requirement was incorporated in the 2019 model; thus, in late June 2020 ATIXA released the new 1 Policy; 2 Process (1P; 2P). Per ATIXA, the new 1P; 2P is not only Title IX compliant, it serves the best practices of the civil rights approach with an emphasis on meaningful remedies, social justice, victim empowerment and advocacy, comprehensive investigation, procedural fairness to all parties, and prompt resolution of everything from bias incidents to stalking, sexual assault, sexual harassment and dating and domestic violence.

One Policy, Two Process transforms and simplifies an institution's approach to addressing civil rights-based violations by:



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- Providing unified policy addressing all forms of discrimination.
- Covering everyone equitably with the same kind and degree of protection of their rights.
- Being centrally administered and overseen.
- Simplifying the investigation function.
- Avoiding duplicative training when there are multiple bodies all resolving the same kinds of allegations across the college.
- Allowing consistent sanctions and responsive actions across the college for the same types of misconduct.
- Fostering collaboration across the departments that are stakeholders.
- Improving the detection and tracking of patterns of misconduct, thereby limiting the frequency of repeat offenses.

What's new in the 1P;2P?

- A glossary has been added
- The majority of links have been added
- Inclusion/Reference to a 2 Process or Procedure option:
  - Allows for resolution process for all civil-rights based issues, including Title IX
- Updated to include references/contact information for the Interim Chief Human Resources Officer Peggy Belknap as the Title IX Deputy Coordinator – Employees

The college attorney has reviewed, and supports the proposed changes for alignment with the new 2020 regulation. Thus, staff recommends the adoption of the revisions/changes to Policy 1102: Equal Opportunity, Harassment, and Nondiscrimination, and authorizes staff to input the referenced/highlighted hyperlinks therein.



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## **POLICY 1102: Equal Opportunity, Harassment, and Nondiscrimination<sup>1</sup>**

### **1. Glossary**

- *Advisor* means a person chosen by a party or appointed by the institution to accompany the party to meetings related to the resolution process, to advise the party on that process, and to conduct cross-examination for the party at the hearing, if any.
- *Complainant* means an individual who is alleged to be the victim of conduct that could constitute harassment or discrimination based on a protected class; or retaliation for engaging in a protected activity.
- *Complaint (formal)* means a document 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).

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<sup>1</sup> ATIXA 2020 ONE POLICY, TWO PROCEDURES MODEL. USE AND ADAPTATION OF THIS MODEL WITH CITATION TO ATIXA IS PERMITTED THROUGH A LIMITED LICENSE TO NORTHLAND PIONEER COLLEGE. ALL OTHER RIGHTS RESERVED. ©2020. ATIXA.

- *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.

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<sup>2</sup> Not to be confused with those mandated by state law to report child abuse, elder abuse, and/or abuse of individuals with disabilities to appropriate officials, though these responsibilities may overlap with those who have mandated reporting responsibility in this Policy.



- *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.

## **2. Rationale for Policy**

Northland Pioneer College is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, that are free from discrimination, 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. Applicable Scope**

The core purpose of this policy is the prohibition of all forms of discrimination. Sometimes, discrimination involves exclusion from activities, such as admission, 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.

#### **4. Title IX Coordinator**

The Vice President for Learning and Student Services serves as the Title IX Coordinator and oversees implementation of Northland Pioneer College's policy on equal opportunity, harassment, and nondiscrimination. The Title IX Coordinator has the primary responsibility for coordinating Northland Pioneer College's efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remediate, and prevent discrimination, harassment, and retaliation prohibited under this policy.<sup>4</sup>

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

The Title IX Coordinator manages the Title IX Team and acts with independence and authority free from bias and conflicts of interest. The Title IX Coordinator oversees all resolutions under this policy and these procedures. The members of the Title IX Team are vetted and trained to ensure they are not biased for or against any party in a specific case, or for or against Complainants and/or Respondents, generally.

To raise any concern involving bias or conflict of interest by the Title IX Coordinator, contact Northland Pioneer College President at [mark.vest@npc.edu](mailto:mark.vest@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 [mark.vest@npc.edu](mailto:mark.vest@npc.edu) or (928) 524-7420 or designee.

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<sup>3</sup> For the purpose of this policy, Northland Pioneer College defines "student" as any individual who has accepted an offer of admission, or who is registered or enrolled for credit or non-credit bearing coursework, and who maintains an ongoing relationship with Northland Pioneer College.

<sup>4</sup> The Chief Human Resources Officer serves as the EEO and ADA/504 Coordinator, and oversees the Affirmative Action and Equal Opportunity plan as well as disability compliance.

Reports of misconduct or discrimination committed by any other Title IX Team member should be reported to the Title IX Coordinator.

**6. Administrative Contact Information**

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

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

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

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

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

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

Dr. Jessica Clark  
Vice President for Learning and Student Services

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

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

#### **8. Supportive Measures**

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

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, 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.

### **9. 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 CARES 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.

#### **10. Promptness**

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

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

#### **11. 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: CARES 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.

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<sup>5</sup> For the purpose of this policy, privacy and confidentiality have distinct meanings. **Privacy** means that information related to a complaint will be shared with a limited number of Northland Pioneer College employees who "need to know" in order to assist in the assessment, investigation, and resolution of the report. All employees who are involved in Northland Pioneer College's response to notice under this policy receive specific training and guidance about sharing and safeguarding private information in accordance with state and federal law. The privacy of student education records will be protected in accordance with the Family Educational Rights and Privacy Act ("FERPA"), as outlined in Northland Pioneer College's FERPA policy. The privacy of employee records will be protected in accordance with Human Resources policies. **Confidentiality** exists in the context of laws that protect certain relationships, including those who provide services related to medical and clinical care, mental health providers, counselors, and ordained clergy. The law creates a privilege between certain health care providers, mental health care providers, attorneys, clergy, spouses, and others, with their patients, clients, parishioners, and spouses. Northland Pioneer College does not have designated individuals who have the ability to have privileged communications as Confidential Resources. For more information about [Confidential Resources](#). When information is shared by a Complainant with a Confidential Resource, the Confidential Resource cannot reveal the information to any third party except when an applicable law or a court order requires or permits disclosure of such information. For example, information may be disclosed when: (i) the individual gives written consent for its disclosure; (ii) there is a concern that the individual will likely cause serious physical harm to self or others; or (iii) the information concerns conduct involving suspected abuse or neglect of a minor under the age of 18, elders, or individuals with disabilities. Non-identifiable information may be shared by Confidential Resources for statistical tracking purposes as required by the federal Clery Act. Other information may be shared as required by law.

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 [below](#).

#### **12. Jurisdiction of Northland Pioneer College**

This policy applies to the education program and activities of Northland Pioneer College, to conduct that takes place on the campus or on property owned or controlled by Northland Pioneer College, at Northland Pioneer College-sponsored events, 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.

### **13. Time Limits on Reporting**

There is no time limitation on providing notice/complaints to the Title IX Coordinator. However, if the Respondent is no longer subject to Northland Pioneer College's jurisdiction and/or significant time has passed, the ability to investigate, respond, and 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.

### **14. 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.

#### **15. 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.

**16. Policy on Disability Discrimination and Accommodation**

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

Commented [CJ1]: Hyperlink to 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.

#### **17. 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.

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<sup>6</sup> This definition of hostile environment is based on Federal Register / Vol. 59, No. 47 / Thursday, March 10, 1994: [Department of Education Office for Civil Rights, Racial Incidents and Harassment Against Students At Educational Northland Pioneer Colleges Investigative Guidance.](#)



When discriminatory harassment rises to the level of creating a hostile environment, Northland Pioneer College may also impose sanctions on the Respondent through application of the appropriate grievance process below.

Northland Pioneer College reserves the right to address offensive conduct and/or harassment that 1) does not rise to the level of creating a hostile environment, or 2) that is of a generic nature and not based on a protected status. Addressing such conduct will not result in the imposition of discipline under Northland Pioneer College policy, but may be addressed through respectful conversation, remedial actions, education, effective 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:
  - a. an employee of Northland Pioneer College,
  - b. conditions the provision of an aid, benefit, or service of Northland Pioneer College,
  - c. on an individual's participation in unwelcome sexual conduct; and/or
  
- 2) Sexual Harassment:
  - a. unwelcome conduct,
  - b. determined by a reasonable person,

- c. to be so severe, and
- d. pervasive, and,
- e. objectively offensive,
- f. that it effectively denies a person equal access to Northland Pioneer College's education program or activity.<sup>7</sup>

3) Sexual assault, defined as:

- 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.
- b) Forcible Rape:
  - i) Penetration,
  - ii) no matter how slight,
  - iii) of the vagina or anus with any body part or object, or
  - iv) oral penetration by a sex organ of another person,
  - v) without the consent of the Complainant.
- 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>8</sup> or because of temporary or permanent mental or physical incapacity.
- 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.

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<sup>7</sup> Unwelcomeness is subjective and determined by the Complainant (except when the Complainant is below the age of consent). Severity, pervasiveness, and objective offensiveness are evaluated based on the totality of the circumstances from the perspective of a reasonable person in the same or similar circumstances ("in the shoes of the Complainant"), including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced.

<sup>8</sup> Per state law.

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

- e. by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner, or
- f. by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Arizona, or
- g. by any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of Arizona.

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

6) Stalking, defined as:

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

For the purposes of this definition—

- (i) Course of conduct means two or more acts, including, but not limited to, acts in which the Respondent directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
- (ii) Reasonable person means a reasonable person under similar circumstances and with similar identities to the Complainant.
- (iii) Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

EXPECTATIONS REGARDING UNETHICAL RELATIONSHIPS

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



Even when both parties have initially consented to romantic or sexual involvement, the possibility of a later allegation of a relevant Policy violation still exists. Northland Pioneer College does not wish to interfere with private choices regarding personal relationships when these relationships do not interfere with the goals and policies of Northland Pioneer College. However, for the personal protection of members of this community, relationships in which power differentials are inherent (e.g., faculty-student, staff-student) are generally discouraged. They may also violate standards of professionalism and/or professional ethics.

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

This type of relationship includes Housing Advisors (HAs) and students over whom the HA has direct responsibility. While no relationships are 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.”).

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<sup>9</sup> The state definition of consent is acquiescence or compliance, which is applicable to criminal prosecutions for sex offenses in Arizona but may differ from the definition used on campus to address policy violations.

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

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<sup>10</sup> Bondage, discipline/dominance, submission/sadism, and masochism.

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.

### **18. Retaliation**

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

Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. Northland Pioneer College 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.

### **19. 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.

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

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

## **21. Federal Timely Warning Obligations**

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

## **22. 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.

## **23. Amnesty for Complainants and Witnesses**

Northland Pioneer College community encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to report to Northland Pioneer College officials or participate in grievance processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

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

To encourage reporting and participation in the process, Northland Pioneer College maintains a policy of offering parties and witnesses amnesty from minor policy violations – such as underage consumption of alcohol or the use of illicit drugs – related to the incident.

Amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution. The decision not to offer amnesty 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.

#### **24. Federal Statistical Reporting Obligations**

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

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

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<sup>11</sup> VAWA is the Violence Against Women Act, enacted in 1994 codified in part at 42 U.S.C. sections 13701 through 14040.

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.