



New River Community College  
Annual Security Report  
2016

*This report was prepared by New River Community College's Emergency Coordination Officer (ECO) to comply with the Jeanne Clery Disclosure of Campus Security Policy and Crime Statistics Act. The full text of this report can be located on the web at <http://www.nr.edu/security>. This report is prepared in cooperation with the local law enforcement agencies surrounding the campus in Dublin and the New River Valley Mall site in Christiansburg. Each entity provides updated information on their educational efforts and programs to comply with the Act.*

*Campus crime, arrest and referral statistics include those reported to NRCC Security, designated campus officials (included by not limited to directors, deans, department heads, advisors to students/student organizations, and athletic coaches), and local law enforcement agencies. These statistics may also include crimes that have occurred in private residences or businesses adjacent to the campus or the New River Valley Mall site as required by the Act. In cases where students or others are entitled to confidential reporting, a procedure is in place to anonymously capture crime statistics disclosed confidentially for the purpose of this report.*

*Each year, an email notification is made to all enrolled students and all faculty and staff that provides the website to access this report. Copies of the report may also be obtained at the Security Office in Room 84, Godbey Hall, near the north entrance of the building, the office of the Emergency Coordination Officer, Godbey Hall Room 56, or by calling (540) 674-3600 x4211. All prospective employees may obtain a copy from Human Resources in Godbey Hall Room 10 or by calling (540) 674-3635. A partial version of this report is located in the NRCC Student Handbook.*

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# New River Community College

## Annual Security Report

### Background

New River Community College (NRCC) is a two-year institution of higher learning operated under a state-wide system of community colleges. The college serves those who live in the counties of Floyd, Giles, Pulaski, Montgomery, and the City of Radford. Governed by the State Board for Community Colleges, NRCC is open on a year-round basis under the semester system. Classes are held from 7:00 a.m. to 10:00 p.m.

In 1959, New River Community College began offering courses as a vocational/technical school to residents in the New River Valley. It is one of five colleges which developed from existing vocational/technical schools into community colleges under the 1966 General Assembly legislation which formed the Virginia Community College System.

### Localities and Facilities

The college is located on a one-hundred acre site at the intersection of U. S. Routes 11 and 100 in Dublin, Virginia. The campus provides modern, well-equipped facilities for vocational/technical and university-parallel programs.

NRCC operates a separate instructional site at the New River Valley Mall in Christiansburg, Virginia. Faculty and staff at the mall site provide instruction and services equivalent to those offered on campus.

### Mission/Purpose

New River Community College, a member of the Virginia Community College System (VCCS), subscribes to the tenets set forth in the VCCS mission statement. This statement is as follows:

**We give everyone the opportunity to learn and develop the right skills  
so lives and communities are strengthened.**

NRCC believes that all people should have a chance not only to develop and extend their skills and knowledge, but also to increase awareness of their roles and duties as citizens. The college serves the educational needs of the public including both occupational/technical and college transfer courses. NRCC assumes a responsibility to meet workforce development requirements in the New River Valley through a combined effort with local industry, business, professions, and government, including economic development efforts. The college is also dedicated to organizing programs with senior institutions as well as with those of local public school systems.

New River Community College offers certificate, diploma, and associate degree programs. The college is also committed to assisting students with decisions concerning their occupational, educational, and personal goals.

## Emergency Management and Planning

NRCC is committed to providing a safe and healthy environment for teaching and learning at its Dublin campus and its New River Valley Mall site. The Emergency Coordination Officer or ECO is responsible for developing and recommending policies and procedures to the President and Vice President for Instruction and Student Services that meet regional, state, local, and institutional needs and requirements for effective emergency plans and operations. Campus safety policies and procedures are reviewed annually to ensure consistency with the Governor's Executive Order #41 (2011) and other applicable federal and state laws.

Three college committees serve to advise the Emergency Coordination Officer (ECO) in the development and implementation of safety and emergency response plans and protocols. The Threat Assessment Team/Violence Prevention Committee reviews all potential threats and recommends action to mitigate possible acts of violence. In addition, it recommends training and education related to the prevention of violence for all campus stakeholders. The Clery Compliance Committee helps to ensure that NRCC is fully compliant with the requirements of the Clery Act (see below). Finally, the College Safety Committee provides general guidance on improving the overall physical security of the campus (in addition to ensuring that instructional activities are conducted using appropriate safety measures).

## Crime Prevention

NRCC works hard to ensure the safety and security of the college community. Ultimately, however, students and employees must take some responsibility for their own safety and that of their personal belongings. Common sense precautions are the most effective means of maintaining personal security. The following is a list of some practical suggestions:

- Remain alert at all times; pay attention to your surroundings.
- Walk in pairs or groups after dark, or request an escort from Campus Security.
- Use the lighted walkways on campus; avoid walking in poorly lit or wooded areas.
- Park in well-lighted areas.
- Always lock your vehicle and check it before re-entering.
- Have your keys in hand before you exit a building; avoid rummaging through a purse or bookbag for your keys.
- Get to know the campus locations for Call Boxes which allow immediate communication with Campus Security. The locations are indicated by a blue light.
- Valuable personal property should not be brought to campus. If you choose to bring valuables to campus, secure them in a locked vehicle, out of sight or keep them with you at all times. Books, bookbags, electronics and purses are targets for theft. If possible, engrave your property with a unique identifier.
- Carry only the cash or credit cards you need for the day.
- Carry a small flashlight and whistle with you.
- Do not leave laptops, cell phones, or other personal items unattended.

- Notify Campus Security or any college employee of any individual who appears not to have legitimate business on campus or whose actions arouse suspicion or concern.
- Know the number for Campus Security (540-674-3646). Program it into your cell phone.
- Register for NRCC Alert by visiting <https://alert.nr.edu/index.php?CCheck=1> – to be included in emergency notifications by text.
- In the event of imminent danger, always **call 911**.

## Staying Informed about Campus Safety

In 2011, NRCC began making specific safety and security information available on its website. Daily crime logs are maintained at <http://www.nr.edu/security/> and the digital version of the Annual Security Report is available on the same page. In addition, the college maintains a set of webpages within its site called “NRReady.” NRReady contains information about general safety and security on campus through instructional videos, documents, and newsletters. NRReady newsletters are issued to all campus stakeholders periodically throughout the academic year.

Students are informed about ways to ensure their individual safety in the classroom as well. All faculty members provide instruction to students (through the course syllabus, verbal instruction, or both) regarding evacuation routes, receiving emergency notifications, lockdown procedures, and other safety topics. Students enrolled in SDV 100 (required of all degree-seeking students) complete units on domestic violence, substance abuse, personal safety, and the code of conduct.

Finally, students are issued, annually, a Student Handbook which contains policies, procedures, and resources to assist students with personal safety and security practices.

## Reporting a Crime

To report a crime, contact NRCC Security at (540) 674-3646 (non-emergencies), dial 9-1-1 (emergencies only), or use one of the call boxes located in the parking lots. Any suspicious activity or person seen in the parking lots or loitering around vehicles or inside buildings should be reported to the Security. In addition, student may report a crime to the following areas:

Emergency Coordination Officer / Title IX Coordinator	(540) 674-3600 x4211 Godbey Hall Room 56
Interim Vice President for Instruction and Student Services (Deputy Title IX Coordinator)	(540) 674-3631 Godbey Hall Room 04
Dean of Arts and Sciences	(540) 674-3611 Godbey Hall Room 34
Interim Dean of Business and Technologies	(540) 674-3607 Edwards Hall Room 253
Dean of Student Services	(540) 674-3690 Rooker Hall Room 268
Mall Site Administrator	(540) 674-3620 Mall Site Room 111

Employees may report crimes to any of the above locations, or to the Human Resources Office located in Godbey Hall Room 10, (540) 674-3635.

Individuals who are victims of a crime but do not want to pursue action through the college system or the criminal justice system may still want to consider making a confidential report. With permission of the victim, the Security Supervisor or a designee can file a report on the details of the crime without revealing the victim's identity. The purpose of a confidential report is to comply with the victim's wish to keep the matter confidential while taking steps to ensure the future safety of the victim and others. With such information, the college can keep an accurate record of the number of incidents involving students, determine where there are patterns of criminal activity with regard to a particular location, method, or assailant, and alert the college community to potential danger. Reports filed in this manner are counted and disclosed in the Annual Security Report (ASR) for the college.

## Clery Act Information

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act or **Clery Act** is a federal statute codified at 20 U.S.C. § 1092(f), with implementing regulations in the U.S. Code of Federal Regulations at 34 C.F.R. 668.46. The Clery Act requires all colleges and universities that participate in federal financial aid programs to keep and disclose information about crime on and near their respective campuses. Compliance is monitored by the United States Department of Education, which can impose civil penalties, up to \$35,000 per violation, against institutions for each infraction and can suspend institutions from participating in federal student financial aid programs.

The college's Security Office maintains a log of all incidents (criminal and non-criminal) that occur on campus. The log of criminal activities is available for review at any time by visiting <http://www.nr.edu/security>. Furthermore, data is collected from campus security authorities (CSAs) and local law enforcement agencies for inclusion in the Annual Security Report (ASR).

Reportable offenses for Clery Act purposes are:

- Criminal homicide, including murder and both negligent and non-negligent manslaughter
- Sexual offenses, including both forcible and non-forcible sexual assault
- Robbery
- Aggravated assault
- Burglary
- Motor vehicle theft
- Arson
- Hate crimes and any associated larceny, simple assault, intimidation, or vandalism/destruction of property
- Arrests or disciplinary referrals for liquor law violations, drug law violations, or illegal weapons possession

Data are compiled (excluding any personally identifiable information) and included in the Annual Security Report (ASR), which is issued by October 1 each year. The report is available in electronic format and can be found at <http://www.nr.edu/security/report.pdf>. It is also available in printed form in the NRCC Security Office and the office of the Emergency Coordination Officer (who prepares the report). All current students and employees are notified of the report's availability through email announcements; prospective students and other interested parties may review the online version at any time, but no public announcement of availability is made.

Crime statistics must be reported based on three distinct geographic definitions: campus, non-campus, and public property. For Clery purposes, a campus is defined as "any building or property owned or controlled by an institution within the same reasonably contiguous geographic area and used in direct support of the institution's purpose." Non-campus property meets part of that definition: it is owned or controlled by the institution and supports the institution's purpose. However, non-campus property is not contiguous to a campus. Likewise, public property meets only part of the definition: it is reasonably contiguous to campus but it not owned or controlled by the institution.

NRCC has no non-campus property. The New River Valley Mall Site was converted from non-campus to campus with the 2013-2014 annual security report for the purpose of complying with Clery Act requirements. Therefore, under Clery definitions, NRCC has two campuses: Dublin and the NRV Mall Site. Furthermore, NRCC has no student housing and, therefore, is not required to report Clery-mandated data required of residential campuses. To gather data for its contiguous public property, local law enforcement agencies with jurisdictions that include the relevant properties are asked to provide data for the college's ASR. These agencies are Christiansburg Police Department, Dublin Police Department, Pulaski County Sheriff's Office, and the Virginia State Police.



## Dublin Campus Crime Statistics

5251 College Drive, Dublin, VA 24084

Incidents	2016		2015		2014	
	Campus	Public	Campus	Public	Campus	Public
Murder	-	-	-	-	-	-
Forcible Sex Offense	-	-	-	-	-	-
Non-forcible Sex Offense	-	-	-	-	-	-
Robbery	-	-	-	-	-	-
Aggravated Assault	-	-	-	-	-	-
Burglary	-	-	-	-	2	-
Motor Vehicle Theft	-	-	-	-	-	-
Arson	-	-	-	-	-	-
Negligent Manslaughter	-	-	-	-	-	-
Hate Crimes	-	-	-	-	-	-
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>
Arrests	Campus	Public	Campus	Public	Campus	Public
Liquor Law Violations	-	-	-	-	-	-
Drug Abuse Violations	-	-	-	-	-	-
Weapons Possession	-	-	-	-	-	-
Referrals	-	-	-	-	-	-
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
VAWA Offenses						
Domestic violence	0	0	0	0		
Dating violence	0	0	0	0		
Stalking	0	0	0	0		
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		

## New River Valley Mall Site Statistics

100 New River Road, Christiansburg, VA 24073

Incidents	2016		2015		2014	
	Campus	Public	Campus	Public	Campus	Public
Murder	-	-	-	-	-	-
Forcible Sex Offense	-	-	-	-	-	1
Non-forcible Sex Offense	-	-	-	-	-	-
Robbery	-	-	-	-	-	-
Aggravated Assault	-	-	-	-	2	-
Burglary	-	-	-	-	-	-
Motor Vehicle Theft	-	-	-	-	-	-
Arson	-	-	-	-	-	-
Negligent Manslaughter	-	-	-	-	-	-
Hate Crimes	-	-	-	-	-	-
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
Arrests	Campus	Public	Campus	Public	Campus	Public
Liquor Law Violations	-	-	-	-	-	-
Drug Abuse Violations	-	-	-	-	-	1
Weapons Possession	-	-	-	-	-	1
Referrals	-	-	-	-	-	-
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
VAWA Offenses						
Domestic violence	-	-	-	-		
Dating violence	-	-	-	-		
Stalking	-	-	-	-		
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		

## **Policies and Regulations**

### **Access to Campus Buildings**

During business hours, the college will be open to students, parents, employees, contractors, guests, and invitees. During non-business hours, access to all college facilities is by key, if issued, or by admittance via the campus Security staff. In the case of extended closing, the college will admit only those with prior written approval to all facilities. Some facilities may have individual hours, which may vary at different times of the year. Examples are the Fitness Center and the testing centers on campus and at the New River Valley Mall site. In these cases, the facilities will be secured according to schedules developed by the department responsible for the facility.

Emergencies may necessitate changes or alterations to any posted schedules. The campus Security staff, Facilities staff members, and the Emergency Coordination Officer regularly monitor campus buildings and grounds (landscaping, locks, lighting, alarms, communication systems, etc.) for potential safety issues and address concerns through regular facilities maintenance efforts or through the college's strategic planning process.

Access to campus buildings is generally limited to the following hours:

#### Dublin Campus

8:00 a.m. to 10:00 p.m. – Monday through Thursday  
8:00 a.m. to 5:00 p.m. – Friday

#### Library (Martin Hall)

7:30 a.m. to 9:00 p.m. – Monday through Thursday  
7:30 a.m. to 5:00 p.m. – Friday  
9:00 a.m. to 1:00 p.m. – Saturday (when classes are in session)  
1:00 p.m. to 5:00 p.m. – Sunday (when classes are in session)

#### New River Valley Mall Site

8:00 a.m. to 10:00 p.m. – Monday through Thursday  
8:00 a.m. to 5:00 p.m. – Friday  
9:00 a.m. to 1:00 p.m. – Saturday (when classes are in session)

To gain access to college facilities outside of the hours above, individuals must contact NRCC Security at (540) 674-3646 and present a valid reason for entry.

### **Campus Security Authorities (CSAs)**

New River Community College has identified the following positions as Campus Security Authorities (CSAs) for the purpose of complying with Clery Act requirements.

NRCC Security Officers  
All full-time faculty (listed in the NRCC Catalog)  
Deans  
Members of the college's Behavioral Intervention Team

CSAs are those who may hear reports from students about crimes that occur on campus. Records kept by CSAs (see Clery Log Sheet in Appendix B) are gathered annually for the purpose of compiling statistics for the Annual Security Report.

Pastoral and professional counselors, and those acting in those capacities, are not required to disclose information about crimes that are reported to them on a voluntary, confidential basis. NRCC does not employ pastoral or professional counselors. However, academic counselors may, at times, act in such capacity. College counselors keep a Clery Log and report statistics, but are permitted to do so without disclosing personal identifying information of victims.

### Emergencies at NRCC

If/when an emergency situation is present at NRCC, the following individuals are responsible for confirming the emergency/danger, determining the appropriate segment(s) of the community to receive notification, determining the content of the notification, and initiating the emergency notification or timely warning (see next section).

<b>Title</b>	<b>Activity</b>	<b>Campus or Mall Site</b>
Security Supervisor and/or Emergency Coordination Officer	Confirm emergency/danger	Both
Administrator of the Day	Confirm emergency/danger	Mall Site
President’s Staff member	Confirm emergency/danger	Both
Emergency Coordination Officer (in conjunction with Vice President for Workforce Development and External Relations and Vice President for Instruction and Student Services)	Determine the appropriate segment(s) of community to receive notification	Both
PIO (Vice President for Workforce Development and External Relations)	Determine the content of the notification	Both
Emergency Communications Team Leader	Initiate the notification	Both
Mall Site manager (backup)	Initiate the notification	Mall

### Emergency Notifications/Timely Warning Notices

In the event that a situation arises, either on or off campus, that, in the judgment of the Emergency Coordination Officer (or his/her designee) constitutes an ongoing or continuing threat, a campus-wide “timely warning” will be issued. The warning will be issued through the college email system and NRCC Alert (text messaging system) to students, faculty, staff, and other NRCC Alert subscribers.

Depending on the circumstances of the crime, especially in situations that could pose an immediate threat to the community and individuals, the Information Center (at the direction of the Coordination for Emergency Planning and Special Projects or his/her designee) may also post a notice on the campus-wide electronic messaging system (hallway monitors), web bulletin

interface (all campus computers with an open browser), and/or the IP phone based public address system.

Anyone with information warranting a timely warning should report the circumstances to the NRCC Security Office by phone at 540-674-3646 or in person at Room 84, Godbey Hall, near the north entrance of the building. Timely warnings, generally, will include information about the crime(s) that triggered the warning and provide advice that would help students and college personnel protect themselves from similar crimes. A notification will be issued to the campus community for the following crimes:

- Criminal homicide: murder and manslaughter (both negligent and non-negligent)
- Sex offenses (forcible and non-forcible)
- Robbery
- Aggravated assault
- Burglary
- Motor vehicle theft
- Arson
- Hate crimes

Furthermore, any criminal attempt or reports to CSAs that are considered by the NRCC Threat Assessment Team or executive management team and are deemed to represent a threat to students and/or employees will constitute reason to issue a campus-wide notification.

Other criminal activity – such as liquor or drug law violations – will be reported to the campus only when a threat is perceived.

### **Emergency Response and Evacuation**

In some cases, college personnel and students may be asked to evacuate the building(s) or the campus. Evacuation maps are posted in all classrooms and throughout hallways. When evacuation becomes necessary or desirable, some or all of the communication systems listed above will be used to announce the evacuation.

Upon receipt of any report of a threat to the health or safety of the students and personnel at New River Community College, the college's Emergency Coordination Officer, in conjunction with NRCC Security, will evaluate the significance of the threat or emergency. Consideration will be given to the portion of the campus community affected. The college's Threat Assessment Team may be convened to evaluate non-weather related threats. (See Appendix D for a current roster of the NRCC Threat Assessment Team.)

Once a determination is made that a threat exists, the college's emergency communications team will initiate, the notification system. The college will, without delay and accounting for the safety of the community, determine the content of the notification and authorize the initiation of the notification system, unless in the judgment of the Threat Assessment Team and/or Emergency Coordination Officer, doing so would compromise efforts to assist a victim or to contain, respond to, or otherwise mitigate the emergency.

The college's Public Information Officer (PIO) will, in consultation with the Emergency Coordination Officer and/or Threat Assessment Team, decide when information should be disseminated to the broader community. The PIO will be responsible for the timing, frequency, content, and choice of media outlets to be used for all information communicated to the broader community about threats or emergencies occurring at the college. Furthermore, the PIO and Emergency Coordination Officer are responsible for providing following-up information on emergencies to the college community.

Additional information regarding NRCC's policies and procedures for threats and emergencies are available on the NRReady website at <http://www.nr.edu/nrready>.

### **Law Enforcement Authority**

New River Community College does not hold law enforcement authority. It employs a security service which does not have arrest authority. Any crimes which occur on the Dublin campus are handled by the Pulaski County Sheriff's Office and, in appropriate matters, the Virginia State Police. Crimes occurring at the New River Valley Mall site are handled by the Christiansburg Police Department.

NRCC Security staff and the Emergency Coordination Officer work closely with law enforcement agencies to prevent and respond to crimes on campus. The college has executive Memoranda of Understanding (MOUs) with Virginia State Police, Pulaski County Sheriff's Office, and Christiansburg Police Department. (See Appendix F.)

Should you witness a criminal act on either campus, contact NRCC Security for assistance in reaching the appropriate law enforcement agency. **ALWAYS** dial 911 when imminent danger is present.

### **Locks on Offices and Classroom Doors**

All office spaces and all classrooms can be pre-locked or locked from the inside to prevent intrusion. At the same time, doors can be quickly opened to facilitate ease of exit for evacuation purposes. Students and faculty members should familiarize themselves with the locking mechanisms on classroom doors, and all college personnel should familiarize themselves with the locking mechanisms for their respective office space(s). Problems with locking mechanisms should be reported to NRCC Facilities Services at (540) 674-3629 or the Help Desk (540-674-3600 x4400; [nr4help@nr.edu](mailto:nr4help@nr.edu)).

### **Maintenance of Campus Facilities**

All campus facilities (Dublin campus and New River Valley Mall site) are maintained by NRCC Facilities Services staff and patrolled by NRCC Security staff. All buildings, grounds, parking areas, and roadways are maintained with concern for safety and security. Campus buildings and equipment are inspected regularly, and needed repairs to replace faulty equipment and to mitigate potential hazards are made promptly.

To report safety or security concerns directly related to facilities, contact the NRCC Help Desk at (540) 674-3600 x4400 or [nr4help@nr.edu](mailto:nr4help@nr.edu).

## Monitoring and Recording

To supplement patrols of the campus conducted by NRCC Security staff, the college has deployed a network of security cameras. Video feeds from the cameras are viewed by NRCC Security staff and other college personnel with responsibility for campus safety.

## Sexual Violence, Domestic Violence, Dating Violence, and Stalking

### A. Notice of Nondiscrimination

As a recipient of federal funds, New River Community College is required to comply with Title IX of the Higher Education Amendments of 1972, 20 U.S.C. § 1681 et seq. (“Title IX”), which prohibits discrimination on the basis of sex in educational programs or activities, admission and employment. Under certain circumstances, sexual misconduct, sexual harassment, and similar conduct constitute sexual discrimination prohibited by Title IX. Inquiries concerning the application of Title IX may be referred to the College’s Title IX Coordinator or to the U.S. Department of Education’s Office for Civil Rights. The Title IX Coordinator is Dr. Amy J. H. Hall, whose office is located at Godbey Hall, Room 56 on the Dublin campus, and may be contacted by phone at 540-674-3600 x4211 or by email at ahall@nr.edu.

### B. Policy

New River Community College is committed to providing an environment that is free from harassment and discrimination based on any status protected by law. This Policy supplements the following general policy statement set forth by the Virginia Community College System: This institution promotes and maintains educational opportunities without regard to race, color, sex, ethnicity, religion, gender, age (except when age is a bona fide occupational qualification), disability, national origin, or other non-merit factors. This Policy also addresses the requirements under the Violence Against Women Reauthorization Act of 2013, (also known as the Campus SaVE Act).

This Policy is not intended to substitute or supersede related criminal or civil law. Individuals should report incidents of sexual and domestic violence, dating violence, and stalking to law enforcement authorities. Criminal and civil remedies are available in addition to the potential remedies that the College may provide.

### C. Purpose

The purpose of this Policy is to establish that the College prohibits discrimination, harassment, sexual assault, domestic violence, dating violence, stalking, and retaliation and to set forth procedures by which such allegations shall be filed, investigated and resolved.

### D. Applicability

This policy applies to all campus community members, including students, faculty, staff and This Policy applies to all campus community members, including students, faculty, staff and third parties, e.g., contractors and visitors. Conduct that occurs off campus can be the subject of a complaint or report and will be evaluated to determine whether it violates

this Policy, e.g. if off-campus harassment has continuing effects that create a hostile environment on campus.

#### E. Definitions

**Advisor:** An individual who provides the complainant and respondent support, guidance, or advice. Advisors may be present at any meeting or hearing, but may not speak directly on behalf of the complainant or respondent.

**Campus:** The term “campus” refers to (i) any building or property owned or controlled by the College within the same reasonably contiguous geographic area of the College and used in direct support of, or in a manner related to, the College’s educational purposes, and (ii) any building or property that is within or reasonably contiguous to the area described in clause (i) that is owned by the College but controlled by another person, is frequently used by students, and supports institutional purposes, such as a food or other retail vendor.

**Complainant:** A complainant refers to an individual who may have been the subject of a violation of this Policy and files a complaint against a faculty member, staff member, student or third party.

**Consent:** Any sexual activity or sex act committed against one’s will, by the use of force, threat, intimidation, or ruse, or through one’s mental incapacity or physical helplessness is without consent. Consent is knowing, voluntary, and clear permission by word or action, to engage in mutually agreed upon sexual activity. Silence does not necessarily constitute consent. Past consent to sexual activities, or a current or previous dating relationship, does not imply ongoing or future consent. Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). An individual cannot consent who is under the age of legal consent. The existence of consent is based on the totality of the circumstances, including the context in which the alleged incident occurred.

*Mental incapacity* means that condition of a person existing at the time which prevents the person from understanding the nature or consequences of the sexual act involved (the who, what, when, where, why, and how) and about which the accused knew or should have known. This includes incapacitation through the use of drugs or alcohol. Intoxication is not the same as incapacitation.

*Physical helplessness* means unconsciousness or any other condition existing at the time which otherwise rendered the person physically unable to communicate an unwillingness to act and about which the accused knew or should have known. Physical helplessness may be reached through the use of alcohol or drugs.

**Dating Violence:** Dating violence is violence, force, or threat that results in bodily injury or places one in reasonable apprehension of death, sexual assault, or bodily injury committed by a person who is or has been in a close relationship of a romantic or intimate nature with the other person. The existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

**Domestic Violence:** Domestic violence is violence, force, or threat that results in bodily injury or places one in reasonable apprehension of death, sexual assault, or bodily injury and that is committed by a person against such person's family or household member, which includes a current or former spouse a person with whom the victim shares a child in common, or who is cohabitating with or has cohabitated with the person as a spouse or intimate partner.

**Respondent:** A respondent refers to the individual who has been accused of violating this Policy.

**Responsible Employee:** A responsible employee is one designated for purposes of initiating notice and investigation of alleged violations of this Policy or who has the authority to take action to redress violations of this Policy. A responsible employee also is any employee who a person reasonably believes is a responsible employee. [Any employee with supervisory authority is a responsible employee. Alternatively, the College may name responsible employees by title, or name employees who are CSA's as responsible employees.] A responsible employee shall not be an employee who, in his position at the College, provides services to the campus community as a licensed health care professional, (or the administrative staff of a licensed health care professional), professional counselor, victim support personnel, clergy, or attorney.

**Review Committee:** Review committee refers to the committee consisting of three or more persons, including the Title IX Coordinator or his designee, a representative of campus police or campus security, and a student affairs representative, that is responsible for reviewing information related to acts of sexual violence.

**Sex Discrimination:** Sex discrimination is the unlawful treatment of another based on the individual's sex that excludes an individual from participation in, separates denies the individual the benefits of, or otherwise adversely affects a term or condition of an individual's employment, education, or participation in college program or activity.

**Sexual Assault:** Sexual assault is defined as the intentional physical sexual contact with a person against that person's will by the use of force, threat, or intimidation, or through the use of a person's mental incapacity or physical helplessness. Sexual assault includes intentionally touching, either directly or through clothing, of the victim's genitals, breasts, thighs, or buttocks without the person's consent, as well as forcing someone to touch or fondle another against his or her will. Sexual battery is a type of sexual assault.

**Sexual Exploitation:** Sexual exploitation occurs when a student takes non-consensual or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of other sexual misconduct offenses. Examples of sexual exploitation include, but are not limited to invasion of sexual privacy; prostituting another person; non-consensual video or audio-taping of sexual activity; going beyond the boundaries of consent (such as letting your friends hide in the closet to watch you having consensual sex); engaging in voyeurism; exposing one's genitals in non-consensual circumstances; inducing another to expose their genitals, and knowingly transmitting HIV or an STD to another.



**Sexual Harassment:** Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual harassment shall be considered to have occurred in the following instances:

*Quid Pro Quo:* The submission to or rejection of such conduct is used as the basis for educational or employment decisions affecting the student or employee either explicitly or implicitly; or

*Hostile Environment:* Conduct so severe, pervasive, and objectively offensive that it undermines and detracts from an employee's work performance or a student's educational experience.

**Sexual Misconduct:** Sexual misconduct encompasses a range of behavior used to obtain sexual gratification against another's will or at the expense of another. Sexual misconduct includes rape, sexual harassment, sexual assault, sexual exploitation, and sexual violence.

**Sexual Violence:** Sexual violence is any intentional physical sexual abuse committed against a person's will or where a person is incapable of giving consent. Sexual violence includes rape, sexual assault, and sexual battery.

**Stalking:** Stalking occurs when someone, on more than one occasion, engages in conduct directed at another person with the intent to place, or knows or reasonably should know that the conduct places that other person in reasonable fear of death, criminal sexual assault, or bodily injury to that other person or to that other person's family or household member. Such conduct can occur in person or online, but Colleges first must establish whether off-campus conduct has continuing effects that create a hostile environment on campus.

**Third Party:** A third party is any person who is not a student or employee of the College.

#### F. Retaliation

Any form of retaliation, including intimidation, threats, harassment, and other adverse action taken or threatened against any complainant or person reporting a complaint alleging a violation of this Policy, or any person cooperating in the investigation of allegations of violations of this Policy, to include testifying, assisting or participating in any manner in an investigation pursuant to this Policy and the resolution procedures is strictly prohibited by this Policy. Action is generally deemed adverse if it would deter a reasonable person in the same circumstances from opposing practices prohibited by this Policy. Retaliation may result in disciplinary or other action independent of the sanctions or interim measures imposed in response to the underlying allegations of violations of this Policy.

#### G. Reporting Incidents

1. Members of the campus community who believe they have been subjected to crimes should immediately report the incident to campus or local police. All emergencies or any incident where someone is in imminent danger should be reported immediately to campus police/security or local police by dialing 911 or x3646 for campus security.

2. Whether or not a report is made to law enforcement, members of the campus community should report alleged violations of this Policy to the Title IX Coordinator during normal business hours. The Title IX Coordinator is solely responsible for overseeing the prompt, fair, and impartial investigation and resolution of complaints filed with the College. To help ensure a prompt, fair, and impartial investigation and resolution, individuals are encouraged to complete a Complaint Form, found in Appendix A. The written complaint will be submitted to the Title IX Coordinator. Although strongly encouraged, a complainant is not required to submit a complaint on the Complaint Form or in writing.

### **New River Community College Title IX Campus Resources**

Title IX Coordinator	Amy Hall Godbey Hall Room 56 540-674-3600 x4211 ahall@nr.edu
Deputy Title IX Coordinator	Peter Anderson Godbey Hall Room 04 540-674-3631 ptanderson@nr.edu

After normal business hours, members of the campus community should report alleged violations of this policy to any college security officer. The Security Office is located in Godbey Hall Room 84, and officers may be reached by phone by dialing 540-674-3646 or emailing [nrsecurity@nr.edu](mailto:nrsecurity@nr.edu).

3. There is no time limit for filing a complaint with the college. However, complainants should report possible violations of this policy as soon as possible to maximize the college's ability to respond effectively. Failure to report promptly could result in the loss of relevant evidence and impair the college's ability to respond adequately to the allegations.

#### **H. Handling of Reports and Investigations**

The Title IX Coordinator will assist members of the campus community in reporting incidents to law enforcement authorities upon request. When allowable under Virginia law, the Title IX Coordinator will request the consent of the complainant (or alleged victim if different from the complainant) to report incidents of alleged sexual violence that occur on campus property to law enforcement. Under Virginia law, the College may determine that the disclosure of information to local law enforcement regarding the alleged incident of sexual violence, including personally identifiable information, is necessary to protect the health or safety of the complainant or other individuals. The College also is required to notify the local Commonwealth's Attorney of alleged incidents of sexual violence that constitute a felony.

## I. Confidentiality and Anonymous Reports

1. Individuals may be concerned about their privacy when they report a possible violation of this Policy. The College has a responsibility to end conduct that violates this Policy, prevent its recurrence, and address its discriminatory effects. For this reason, some College employees may not keep secret any report of sexual violence, domestic violence, dating violence, or stalking. The College expects employees to treat information they learn concerning incidents of reported violations of this Policy with respect and with as much privacy as possible. College employees must share such information only with those College and law enforcement officials who must be informed of the information pursuant to this Policy.
2. Responsible employees must report all alleged violations of this Policy obtained in the course of his or her employment to the Title IX Coordinator as soon as practicable after addressing the immediate needs of the complainant. Other campus employees have a duty to report sexual assault, domestic violence, dating violence, and stalking for federal statistical reporting purposes (Campus Security Authority (CSA) under the Clery Act). CSAs include student/conduct affairs personnel, campus law enforcement, local police, student activities staff, human resources staff, and advisors to student organizations. Reports received by the College concerning the abuse of a minor must be reported in compliance with state law.
3. If a complainant wishes to keep the report confidential, it is recommended that he or she reports the alleged conduct to someone with a duty to maintain confidentiality, e.g., mental health counselor or clergy. Employees also may contact the Employee Assistance Program. If the complainant requests that the complainant's identity is not released to anyone else, the College's ability to investigate and take reasonable action in response to a complaint may be limited. In such cases, the College will evaluate the request(s) that a complaint remain confidential in the context of the College's commitment to provide a reasonably safe and non-discriminatory environment. In order to make such an evaluation, the Title IX Coordinator may conduct a preliminary investigation into the alleged violation of this Policy and may weigh the request(s) against the following factors:
  - The seriousness of the allegation(s);
  - The complainant's or alleged victim's age;
  - Whether there have been other similar complaints of against the same respondent;
  - The respondent's right to receive information about the allegations if the information is:
    - maintained by the College as an "education record" under FERPA; and
    - The applicability of any laws mandating disclosure.

**Therefore, the College may pursue an investigation even if the complainant requests that no action is taken and the College will not be able to ensure confidentiality in all cases. The College will notify the complainant in writing when it is unable to maintain confidentiality or respect the complainant's request for no further action.**

4. Additionally, upon receiving a report of an alleged act of sexual violence against a student or one that allegedly occurred on property owned or controlled by the College or on public property within the campus, or immediately adjacent to and accessible from the campus, the Title IX Coordinator shall convene the College's review committee within 72 hours to review the information reported and any information obtained through law-enforcement records, criminal history record information, health records, conduct or personnel records, and any other facts and circumstances, including personally identifiable information, related to the alleged incident known to the review committee. The review committee may try to reach a consensus, but it is the law enforcement representative of the review committee that ultimately determines whether the disclosure of the information, including the personally identifiable information, is necessary to protect the health or safety of the alleged victim or other individuals. The College shall disclose such information to the law enforcement agency that would be responsible for investigating the alleged incident immediately. The Title IX Coordinator will notify the alleged victim in writing that such disclosure is being made.
5. If the report of an alleged act of sexual violence would constitute a felony sexual assault, within 24 hours of the first review team meeting, the law enforcement representative of the review committee shall notify the local Commonwealth's Attorney and disclose the information received by the review committee, including personally identifiable information, if such information was disclosed pursuant to Paragraph I(4). The law enforcement representative usually will make this disclosure; however, any member of the review committee may decide independently that such disclosure is required under state law and within 24 hours of the first review team meeting shall disclose the information to the local Commonwealth's Attorney, including personally identifiable information, if such information was disclosed pursuant to Paragraph I(4). If the Title IX Coordinator is aware of such disclosure, the Title IX Coordinator will notify the alleged victim in writing that such disclosure is being made. In addition, law enforcement<sup>3</sup> will notify the local Commonwealth's Attorney within 48 hours of beginning an investigation involving a felony sexual assault. Either campus police, the local law enforcement agency, or the State Police will notify the Commonwealth's Attorney pursuant to an MAA/MOU.
6. The College will accept anonymous reports, but it will be limited in its ability to investigate and take reasonable action. The College must have sufficient information to conduct a meaningful and fair investigation. A respondent has a right to know the name of the complainant and information regarding the nature of the allegations in order to defend against the complaint. The College, when reasonably available and when requested, may arrange for changes in academic, parking, transportation, or work arrangements after an alleged violation of this Policy. When such

accommodations are provided, the College will protect the privacy of the complainant to the extent possible while still providing the accommodation.

#### J. Amnesty

The College encourages the reporting of incidents that violate this Policy. The use of alcohol or drugs should not be a deterrent to reporting an incident. When conducting the investigation, the College's primary focus will be on addressing the alleged misconduct and not on alcohol and drug violations that may be discovered or disclosed. The College does not condone underage drinking; however, the College will extend limited amnesty from punitive sanctioning in the case of drug or alcohol use to complainants, witnesses, and others who report incidents, provided that they are acting in good faith in such capacity. The College may provide referrals to counseling and may require educational options, rather than disciplinary sanctions, in such cases.

#### K. Timely Warnings

The College is required by federal law to issue timely warnings for reported incidents that pose a substantial threat of bodily harm or danger to members of the campus community. The College will ensure, to every extent possible, that an alleged victim's name and other identifying information is not disclosed, while still providing enough information for members of the campus community to make decisions to address their own safety in light of the potential danger.

#### L. Interim Measures

1. Prior to the resolution of a complaint, the College may suspend or place on disciplinary or administrative leave the respondent when it is determined that the respondent's continued presence on campus threatens the safety of an individual or of the campus community generally; may hamper the investigation into the alleged misconduct; or is necessary to stop threatening or retaliatory contact against the complainant or complainant's witnesses. The College shall provide advance notice of such measures, except in cases where the individual's presence constitutes a threat. In all cases, however, the College shall notify individuals subject to these interim measure(s) in writing of the specific facts and circumstances that make such interim measure(s) necessary and reasonable. Individuals subject to proposed interim measures shall have the opportunity to show why such measure(s) should not be implemented.
2. Notwithstanding the above, the College may impose a "no contact" order on each party, requiring the parties to refrain from having contact with one another, directly or through proxies, whether in person or by electronic means. The College also will enforce orders of protection issued by courts on all College property to the extent possible.
3. The College may implement other measures for either the complainant or the respondent if requested, appropriate, and reasonably available, whether a formal complaint has been filed or whether an investigation by either campus administrators

or law enforcement agencies has commenced. Such measures may include, but are not limited to, course schedule adjustments, reassignment of duty, changing work arrangements, changing parking arrangements, rescheduling class work, assignments, and examinations, and allowing alternative class or work arrangements, such as independent study or teleworking.

#### M. Sexual and Domestic Violence Procedures

Anyone who has experienced sexual violence, domestic violence, dating violence, or stalking should do the following:

- Safely find a place away from harm.
- Call 911 or if on campus, contact campus police/security.
- Call a friend, a campus advocate, a family member or someone else you trust and ask her or him to stay with you.
- Go to the nearest medical facility/emergency room.
- If you suspect that you may have been given a drug, ask the hospital or clinic where you receive medical care to take a urine sample. The urine sample should be preserved as evidence. “Rape drugs,” such as Rohypnol and GHB, are more likely to be detected in urine than in blood.
- For professional and confidential counseling support, call the Virginia Family Violence & Sexual Assault Hotline at 1-800-838-8238. Help is available 24 hours a day.
- You should take steps to preserve any physical evidence because it will be necessary to prove criminal domestic violence, dating violence, sexual assault, or stalking, or to obtain a protective order.
  - Do not wash your hands, bathe, or douche. Do not urinate, if possible.
  - Do not eat, blow your nose, drink liquids, smoke, or brush your teeth if oral contact took place.
  - Keep the clothing worn when the incident occurred. If you change clothing, place the worn clothing in a paper bag.
  - Do not destroy any physical evidence that may be found in the vicinity of the incident by cleaning or straightening the location of the crime. Do not clean or straighten the location of the crime until law enforcement officials have had an opportunity to collect evidence.
  - Tell someone all the details you remember or write them down as soon as possible.
  - Maintain text messages, pictures, online postings, video and other documentary or electronic evidence that may corroborate a complaint.

## N. Written Notification of Rights and Options

Members of the campus community who report incidents of sexual assault, domestic violence, dating violence, or stalking whether the incident occurred on or off campus, shall receive a written explanation of their rights and options, including the (i) the available law-enforcement options for investigation and prosecution; (ii) the importance of collection and preservation of evidence; (iii) the available options for a protective order; (iv) the available campus options for investigation and resolution under the College's policies; (v) the complainant's rights to participate or decline to participate in any investigation to the extent permitted under state or federal law; (vi) the applicable federal or state confidentiality provisions that govern information provided by a victim; (vii) information on contacting available on-campus resources and community resources, including the local sexual assault crisis centers, domestic violence crisis centers, or other victim support services with which the College has entered into a memorandum of understanding; (viii) the importance of seeking appropriate medical attention; and (ix) options related to changes in academic, parking, and working arrangements, when requested and when reasonably available.

## O. Support Services

1. All students and employees will receive information in writing of available counseling, health, mental health, victim advocacy, legal assistance, and other services available in the community and on campus.
2. For more information about available resources, see the Student Handbook or go to <http://www.nr.edu/nrready/support>.

## P. Education and Awareness

1. The College conducts a program to educate students and employees about this Policy and its procedures. The education and awareness program is designed to promote awareness of sexual violence, domestic violence, dating violence, and stalking.
2. The program, at a minimum, shall include:
  - A statement that the College prohibits the offenses of domestic violence, dating violence, sexual assault, and stalking;
  - The definition of domestic violence, dating violence, sexual assault, and stalking;
  - The definition of consent;
  - Safe and positive options for bystander intervention that may be carried out by an individual to prevent harm or intervene when there is a risk of domestic violence, dating violence, sexual assault, or stalking against a person other than such individual;
  - Information on risk reduction to recognize warning signs of abusive behavior and how to avoid potential attacks;
  - Information on possible sanctions, procedures to follow after an incident of sexual violence, domestic violence, dating violence or stalking, disciplinary procedures, and the protection of confidentiality; and

- Written notification about available resources and services, and options for academic and work accommodations, if requested and reasonably available.
3. The College offers the prevention and awareness program to all new and existing students and employees.

#### Q. Resolution of Complaints

1. The College has an obligation to the entire College community. Accordingly, the College may pursue an investigation even if the complainant requests that no action is taken and the College will not be able to ensure confidentiality in all cases. The College will notify the complainant in writing when it is unable to maintain confidentiality or respect the complainant's request for no further action.
2. The College must provide a prompt, fair, and impartial investigation and resolution of alleged violations to this Policy and is committed to so doing. Title IX Coordinator(s), investigators, and hearing officials must receive annual training on sexual violence, domestic violence, dating violence, and stalking, and the conduct of investigations and hearings. The College may resolve complaints either by an informal or formal resolution process.
3. **Suspending an Investigation.** The College will comply with all requests for cooperation by the campus police or local law enforcement in investigations. The College may be required to suspend the Title IX investigation while the campus police or the local law enforcement agency gathers evidence. The College will resume its Title IX investigation as soon as the campus police or local law enforcement agency has completed gathering evidence. Otherwise, the College's investigation will not be precluded or suspended on the grounds that criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.
4. The parties may agree to proceed under the informal resolution process in matters not involving sexual violence, domestic violence, dating violence, or stalking. The formal resolution process will be applied (i) when any party that participated in the informal resolution process chooses to terminate the process, and (ii) to all matters that are not eligible for informal resolution.

#### R. Formal Resolution Process

**1. Complainant's Initial Meeting with the Title IX Coordinator.** As soon as is practicable, the Title IX Coordinator will contact the complainant to schedule an initial meeting. If the complainant is not the alleged victim, the Title IX Coordinator also will contact the alleged victim as soon as possible to schedule an initial meeting. The Title IX Coordinator shall inform the complainant that he or she may be accompanied by an advisor of his or her choosing at the meeting. At this initial meeting, the Title IX Coordinator will:

- a. Provide the complainant a copy of this Policy;
- b. Provide the complainant with a Complaint Form, if necessary;



- c. Provide a written explanation of the complainant's rights and options related to changes in academic, parking, and working arrangements;
- d. Explain avenues for formal resolution and informal resolution of the complaint;
- e. Explain the steps involved in an investigation;
- f. Discuss confidentiality standards and concerns with the complainant;
- g. Determine whether an informal resolution is permissible, and whether the complainant wishes to pursue a resolution (formal or informal) through the College or no resolution of any kind;
- h. Refer the complainant to campus and community resources, including the local sexual assault crisis center, domestic violence crisis center, or other victim support service with which the College has entered into a memorandum of understanding;
- i. Discuss with the complainant, as appropriate, possible interim measures that may be taken or provided when necessary during the pendency of the investigative and resolution processes;
- j. Discuss the right to a prompt, fair, and impartial resolution of the complaint
- k. Discuss the College's obligation to disclose information about the complaint, including personally identifiable information, to campus/local law enforcement or to the local Commonwealth's Attorney, or both, under certain conditions.

**2. Respondent's Initial Meeting with the Assigned Title IX Coordinator.** As soon as is practicable, the Title IX Coordinator will schedule an initial meeting with the respondent. The Title IX Coordinator shall inform the respondent that he or she may be accompanied by an advisor of his or her choosing at the meeting. During the initial meeting with the respondent, the Title IX Coordinator will:

- a. Provide the respondent, in writing, sufficient information to allow him or her to respond to the substance of the allegation;
- b. Provide the respondent a copy of this Policy;
- c. Provide a written explanation of the respondent's rights and options related to changes in academic, parking, and working arrangements;
- d. Explain the College's procedures for formal resolution and informal resolution of the complaint;
- e. Explain the steps involved in an investigation;
- f. Discuss confidentiality standards and concerns with the respondent;
- g. Discuss non-retaliation requirements;
- h. Inform the respondent of any interim measures that may be imposed on the respondent;
- i. Refer the respondent to campus and community resources, as appropriate;
- j. Discuss with the respondent, as appropriate, possible interim measures that can be provided to the respondent during the pendency of the investigative and resolution processes;
- k. Discuss the respondent's the right to due process and a prompt, fair, and impartial resolution of the complaint; and
- l. If the respondent is a student and the complaint involves an alleged act of sexual violence, explain to the respondent that the College will include a notation on

the academic transcript if the respondent is suspended or dismissed after being found responsible, or if the respondent withdraws while under investigation, that the investigation may continue in the respondent's absence, if possible while being afforded notice of the charges (and hearing, if applicable) and an opportunity to respond to all the evidence.

### **3. Title IX Coordinator's Initial Determination.**

- a) The College shall conduct an investigation of the complaint unless (i) the complainant does not want the College to pursue the complaint and the Title IX Coordinator has determined that the College can honor the request; (ii) it is clear on its face and based on the Title IX Coordinator's initial meetings with the parties that no reasonable grounds exist for believing that the conduct at issue constitutes a violation of this Policy. The Title IX Coordinator will consider the following factors in determining whether it is reasonable to investigate the complaint: the source and nature of the information; the seriousness of the alleged incident; the specificity of the information; the objectivity and credibility of the source of the information; and whether the individuals allegedly subjected to the conduct can be identified.
- b) In the event that the Title IX Coordinator determines that an investigation of the complaint should not be conducted, he or she will document (in consultation, as necessary, with the complainant, respondent, and other College officials) the appropriate resolution of the complaint and inform the parties of the same. The Title IX Coordinator shall provide specific and clear written reason(s) why an investigation should not be conducted. The Title IX Coordinator shall provide the determination that the College will not investigate the matter to the complainant and the respondent, concurrently, within five (5) workdays of the completion of the initial meetings. This decision is final.

### **4. Appointment of the Investigator and Conduct of the Investigation.**

- a) If the Title IX Coordinator determines that an investigation should be conducted, he or she will appoint an investigator within five (5) workdays of the completion of the initial meetings. The Title IX Coordinator will share his or her name and contact information with the complainant and respondent and will forward the complaint to the investigator. Within three (3) workdays of such appointment, the investigator, the complainant or the respondent may identify to the Title IX Coordinator in writing any potential conflict of interest posed by assigning such investigator to the matter. The Title IX Coordinator will consider such statements and will assign a different individual as investigator if it is determined that a material conflict of interest exists.
- b) The investigator will contact the complainant and respondent promptly. In most cases, this should occur within three (3) workdays from the date of the investigator's appointment or the conclusion of the informal resolution process, whichever is later. The investigator will schedule meetings with the parties. The parties may provide supporting documents, evidence, and recommendations of

witnesses to be interviewed during the course of the investigation. Each party may have one advisor present during any meeting with the investigator; however, the advisor may not speak on the party's behalf.

- c) In the conduct of the investigation, the investigator should weigh the credibility and demeanor of the complainant, respondent, and witnesses; the logic and consistency of the evidence, motives, and any corroborating evidence.
- d) The investigation of any alleged violation of this Policy should be completed within 60 calendar days of the filing of the complaint or the date on which the College becomes aware of the alleged violation, unless good cause exists to extend the timeframe. The 60-calendar day timeframe refers to the entire investigation process, which includes conducting the fact-finding investigation, holding a hearing or engaging in another decision-making process to determine whether the alleged incident occurred, and determining what actions the College will take in response, including the imposition of sanctions. The 60calendar day timeframe does not include appeals. If the process must be suspended or delayed for any reason and more time is necessary, the Title IX Coordinator will notify the parties in writing and give the reason for the delay and an estimated time of completion.
- e) Both complainant and respondent will have the opportunity to review and respond to evidence obtained during the investigation. Each party also will have the opportunity to review and comment on the written investigative report within seven (7) workdays of receiving the report. The final written investigative report and the parties' responses thereto shall be part of the record.
- f) The investigator will complete a written investigative report that includes summaries of all interviews conducted, photographs, descriptions of relevant evidence, the rationale for credibility determinations, summaries of relevant electronic records, and a detailed report of the events in question. The written investigative report shall include at minimum, the following information:
  - The name and gender of the complainant and, if different, the name and gender of the person reporting the allegation;
  - A statement of the allegation, a description of the incident(s), and the date(s) and time(s) (if known) of the alleged incident(s);
  - The date that the complaint or other report was made;
  - The date the respondent was interviewed;
  - The names and gender of all persons alleged to have committed the alleged violation;
  - The names and gender of all known witnesses to the alleged incident(s);
  - The dates that any relevant documentary evidence (including cell phone and other records as appropriate) was obtained;
  - Any written statements of the complainant or the alleged victim if different from the complainant;

- The date on which the College deferred its investigation and disciplinary process because the complainant filed a law enforcement complaint and the date on which the College resumed its investigation and disciplinary process (if applicable).
- g) The investigator will forward the written investigative report to the Title IX Coordinator.
- h) The withdrawal of a student from the College while under investigation for an alleged violation of this Policy involving an act of sexual violence in most cases should not end the College's investigation and resolution of the complaint. The College shall continue the investigation if possible as set forth under this Policy. The College shall notify the student in writing of the investigation and afford the student the opportunity to provide evidence, to review and respond to all the evidence against the student, and to the written investigative report prior to making a final determination. The student also shall receive notice in writing of any hearing, including the day, time, and location. Upon the student's withdrawal, the College shall place a notation on the student's academic transcript that states, "*Withdrew while under investigation for a violation of [name of community college's] sexual misconduct policy.*" After the College has completed its investigation and resolution of the complaint, the College shall either (1) remove the notation if the student is found not responsible or (2) change the notation to reflect either a suspension or dismissal for a violation of the Policy if either was imposed. The College shall end the investigation and resolution of the complaint if the College cannot locate the respondent and provide him or her notice and the opportunity to respond. In such cases, the College shall maintain the withdrawal notation on the student's academic transcript. Upon a final determination, the Title IX Coordinator immediately shall notify the registrar and direct that the appropriate notation is made.

#### S. Determination of Title IX Coordinator and Corrective Action Report

1. The Title IX Coordinator will determine whether there is a preponderance of the evidence to find that the respondent violated this Policy as alleged. In most cases, this should occur within five (5) workdays of receiving the written investigative report from the investigator. The "preponderance of the evidence" standard requires that the weight of the evidence, in totality, supports a finding that it is more likely than not that the alleged violation occurred.
2. If the Title IX Coordinator finds that the evidence does not prove by a preponderance of the evidence that the respondent committed the alleged violation, the matter will be closed. The Title IX Coordinator will make the determination in writing and distribute the written investigative report with such finding to the complainant and the respondent concurrently. All parties to whom the written investigative report is distributed pursuant to this Policy should maintain it in confidence. Both the complainant and the respondent may appeal the finding under the procedure described below.

3. If the Title IX Coordinator finds by a preponderance of the evidence that a violation of this Policy did occur, the Title IX Coordinator will make the determination in writing and distribute the written investigative report with such finding to the complainant and the respondent concurrently. All parties to whom the written investigative report is distributed pursuant to this Policy should maintain it in confidence. Both the complainant and the respondent may appeal the finding under the procedure described below.
4. When the Title IX Coordinator finds that a violation has occurred, he or she also shall write a separate written corrective action report that will contain recommendations for steps that should be taken to prevent recurrence of any such violation and to remedy any discriminatory effects. If interim measures as described above have been taken, the written corrective action report shall include a recommendation regarding continuation, suspension or modification of any such interim measures. The Title IX Coordinator shall distribute the written corrective action report to the complainant and respondent concurrently. In most cases, the written corrective action report should be completed within five (5) workdays after the distribution of the written investigative report. The written investigative report and the corrective action report may be submitted concurrently. The Title IX Coordinator also shall provide the written investigative report and the written corrective action report to the appropriate College official, as described below.
5. If the respondent is a student, the Title IX Coordinator will forward the reports to the Dean of Student Services. Within ten (10) workdays, the Dean shall determine and impose appropriate sanctions, as described below. The respondent and the Title IX Coordinator shall receive written notification of sanction(s). When the respondent is a student, within five (5) workdays of receipt, the Title IX Coordinator may disclose to the complainant the sanctions imposed on the respondent that directly relate to the complainant as permitted by state and federal law, including the Federal Educational Rights and Privacy Act (FERPA) and the Virginia Freedom of Information Act, when such disclosure is necessary to ensure the safety of the complainant. The Title IX Coordinator also may disclose in writing to the complainant the final results of a disciplinary proceeding involving the respondent with regard to an alleged forcible or non-forcible sex offense, act of stalking, domestic violence or dating violence on the complainant, as permitted by state and federal law including FERPA and the Virginia Freedom of Information Act. The disclosure of final results must include only the name of the student, the violation committed, and any sanction imposed by the College against the student.
6. If the respondent is an employee, the Title IX Coordinator will forward the reports to employee's supervisor and vice president. Within ten (10) workdays, the vice president shall determine and impose appropriate sanctions, as described below. The respondent and the Title IX Coordinator shall receive written notification of sanction(s).
7. If the respondent is a third party, the Title IX Coordinator will forward the reports to appropriate vice president. Within ten (10) workdays, the vice president shall

determine and impose appropriate sanctions, as described below. The respondent and the Title IX Coordinator shall receive written notification of sanction(s). The Title IX Coordinator may disclose to the complainant information as described above.

8. The Title IX Coordinator will advise the complainant and the respondent of their right to appeal any finding or sanction in writing. The written notification also shall provide information on the appeals process.

If the complainant or respondent does not contest the finding or recommended sanction(s), he or she shall sign a statement acknowledging such. The signed statement shall be part of the record.

#### T. Informal Resolution

1. After receiving a request from both parties to resolve the complaint with the informal resolution process, the Title IX Coordinator will appoint a College official to facilitate an effective and appropriate resolution. Within three (3) workdays of such appointment, the College official, the complainant or the respondent may identify to the Title IX Coordinator in writing any potential conflict of interest posed by assigning such official to the matter. The Title IX Coordinator will consider such statements and will assign a different individual to facilitate if it is determined that a material conflict of interest exists. Within five (5) workdays of the appointment, the College official will request a written statement from the parties to be submitted within ten (10) workdays. Each party may request that witnesses are interviewed. Within ten (10) workdays of receiving the written statements, the College official will hold a meeting(s) with the parties and coordinate informal resolution measures. The College official shall review the information that is covered in the initial meeting under the formal process, as provided in Paragraphs R1 and R2. The College official shall document the meeting(s) in writing. Each party may have one advisor of his or her choosing during any meeting; however, the advisor may not speak on the party's behalf.
2. The informal resolution process should be complete within thirty (30) days in most cases, unless good cause exists to extend the timeframe. The parties will be notified in writing and given the reason for the delay and an estimated time of completion. Any party may request in writing that the informal resolution process be terminated at any time, in which case the formal resolution process will commence.
3. Any resolution of a complaint through the informal process must address the concerns of the complainant and the responsibility of the College to address alleged violations of the Policy, while also respecting the due process rights of the respondent. Informal resolution remedies might include mandatory education, counseling, written counseling by an employee's supervisor, or other methods. The College official will provide the complainant and respondent with a copy of the final written report concurrently. The final written report shall include the nature of the

complaint, a meeting(s) summary, the informal resolution remedies applied, and whether the complaint was resolved through the informal resolution process.

4. Either party can pursue formal resolution if he or she is dissatisfied with the proposed informal resolution.

#### U. Sanctions & Corrective Actions

1. The college will take reasonable steps to prevent the recurrence of any violations of this policy and to correct the discriminatory effects on the complainant (and others, if appropriate). Sanctions for a finding of responsibility depend upon the nature and gravity of the misconduct, any record of prior discipline for similar violations, or both.
2. The range of potential sanctions and corrective actions that may be imposed against a student includes but is not limited to the following: required discrimination or harassment education, a requirement not to repeat or continue the discriminatory, harassing, or retaliatory conduct, verbal or written warning, a no-contact order, written or verbal apology, verbal or written warning, probation, suspension, and dismissal from the college.
  - a. If a student is found responsible for an act of sexual violence under this policy and is suspended or dismissed, the student's academic transcript shall be noted as follows: "Suspended/Dismissed for a violation of New River Community College's sexual misconduct policy." In the case of a suspension, the college shall remove such notation immediately following the completion of the term of suspension and any conditions thereof, and when the student is considered to be in good standing. The student shall be considered to be in good standing for the purposes of this section following the completion of the term of suspension and satisfaction of all conditions thereof. Upon completion of the suspension, the Title IX Coordinator (or designee) shall meet with the student to confirm completion of the conditions and upon such confirmation direct the registrar to remove the notation from the student's academic transcript.
  - b. If a student withdraws from the college while under investigation involving an act of sexual violence under this policy, the student's academic transcript shall be noted as follows: "Withdrew while under investigation for a violation of New River Community College's sexual misconduct policy." Students are strongly encouraged not to withdraw from the college.
  - c. The college shall immediately remove the notation from the student's academic transcript upon a subsequent finding that the student is not responsible of an offense of sexual violence under this policy. Upon such a finding, the Title IX Coordinator (or designee) shall direct the registrar to remove the notation from the student's academic transcript.
  - d. Notations on academic transcripts regarding suspensions and dismissals shall be placed on the student's academic transcript after resolution of all appeals.

3. Sanctions for faculty and staff shall be determined in accordance with the VCCS policy Manual and the Department of Human Resource Management Standards of Conduct, respectively. Possible sanctions and corrective actions include required discrimination or harassment education, informal or formal counseling, reassignment, demotion, suspension, non-reappointment, and termination from employment.
4. Third parties, e.g., contractors, will be prohibited from having access to the campus. Depending on the violation, this prohibition may be permanent or temporary.
5. Title IX Coordinator will determine the final accommodations to be provided to the complainant, if any.
6. Sanctions imposed do not take effect until the resolution of any timely appeal. However, sanctions may take effect immediately when the continued presence of an individual on campus may threaten the safety of an individual or the campus community, generally. Sanctions will continue in effect until such time as the appeal process is exhausted in such cases.

#### V. Appeals

Either the complainant or the respondent has the opportunity to appeal the outcome of the written investigative report or the sanction(s) recommended. Appeals shall be conducted in accordance with the applicable grievance procedures described in the Student Handbook, VCCS Policy Manual, and the Grievance Procedure Manual of the Department of Human Resource Management. Third parties may appeal to the President.

#### W. Academic Freedom and Free Speech

1. This policy does not allow censorship of constitutionally protected expression. Verbal or written communications, without accompanying unwanted sexual physical contact, is not sexual violence or sexual assault. Verbal or written communications constitute sexual harassment only when such communications are sufficiently severe, pervasive, and objectively offensive that they undermine and detract from an employee's work performance or a student's educational experience.
2. In addressing all complaints and reports of alleged violations of this policy, the college will take all permissible actions to ensure the safety students and employees while complying with any and all applicable guidance regarding free speech rights of students and employees. This policy does not apply to curriculum, curricular materials, or abridge the use of particular textbooks.



## X. False Allegations

Any individual who knowingly files a false complaint under this policy, who knowingly provides false information to college officials, or who intentionally misleads college officials who are involved in the investigation or resolution of a complaint may be subject to disciplinary action, up to and including dismissal for students and termination of employment for faculty and staff. An allegation that cannot be proven by a preponderance of the evidence is not necessarily proof of knowingly filing a false complaint.

## Y. Consensual Relationships

Pursuant to VCCS Policy 3.14.2, consenting romantic and sexual relationships between employees and students for whom the employee has a direct professional responsibility are prohibited. Consenting romantic or sexual relationships between employees (not in a supervisory position), or with students for whom the employee does not have a direct professional responsibility, although not expressly forbidden, are unwise and are strongly discouraged. The relationship also may be viewed in different ways by each of the parties, particularly in retrospect. Furthermore, circumstances may change, and conduct that was previously welcome may become unwelcome.

## Z. Record Keeping

The Title IX Coordinator shall maintain, in a confidential manner, for at least seven (7) years, paper or electronic files of all complaints, witness statements, documentary evidence, written investigative reports, written corrective action reports, sanctions, appeal hearings and associated documents, the responses taken campus personnel for each complaint, including any interim and permanent steps taken with respect to the complainant and the respondent, and a narrative of all action taken to prevent recurrence of any harassing incident(s), including any written documentation.

## Sex Offender Registry

The Virginia State Police maintains an online registry of sex offenders. The registry is searchable and includes both those offenders who are incarcerated and those who are not. To utilize the registry, visit <http://sex-offender.vsp.virginia.gov/sor/>.

NRCC reserves the right to revoke admission to registered sex offenders. Individuals whose admission to the college has been revoked under this policy may appeal to the Dean of Student Services to readmission. Readmission may be granted and is evaluated on a case-by-case basis.

## Substance Abuse Policy

Consistent with the guidelines provided by the Virginia State Council of Higher Education, it shall be the policy of New River Community College to find intolerable the illegal possession, use, manufacture, or distribution of drugs or other controlled substances by students or employees of the college. All actions consistent with the law and individual privacy rights will be taken by NRCC to eliminate the illegal use or abuse of drugs and alcohol on campus and

to deal firmly, though fairly, with individuals found in violation of Virginia's statutes and federal laws pertaining to such substances.

The use or sale of illegal substances is a crime. The sale or distribution of alcoholic beverages to persons under 21 is prohibited. NRCC will cooperate with law enforcement authorities in enforcing current statutes. Students are further warned that illegal involvement with drugs or alcohol on campus will result in disciplinary action by the college above and beyond any criminal penalties. The disciplinary action may include suspension or dismissal from the college.

The college's established procedure for student discipline would be applied to any student suspected of violating this drug and alcohol policy. If a suspected student is found guilty of the offense, the students would be subject to the following action(s):

- Dismissal from college for being found guilty or selling illegal substances on campus;
- Suspension for being found guilty of the possession of illegal drugs on campus;
- Suspension for a student found guilty of the unauthorized possession of alcohol on campus;
- Suspension or probation period to be determined by the Judiciary Panel for a student who is in possession of alcohol on campus and/or exhibits unruly or disorderly conduct on the campus.

Appropriate action will be taken when a student receives due process through the NRCC judiciary system.

### **Substance Abuse and Sexual Assault Education**

All NRCC students pursuing an associate degree must complete SDV 100 (College Success Skills). Course requirements include substance abuse education, as well as sexual assault prevention and awareness of types of sex offenses. In addition, the college has implemented an online training program for faculty and staff related to sexual assault prevention, bystander intervention, and Violence Against Women Act (VAWA) provisions that must be completed annually. College employees have access to the Commonwealth of Virginia's Employee Assistance Program for substance abuse awareness, prevention, and treatment.

### **Testing Emergency Response Procedures**

At least annually, NRCC will test some element of its emergency response plan. The test may include a simulation or may be combined with an actual emergency. For example, evacuation and emergency notification procedures are often tested in conjunction with a sudden weather event.

Tests of the emergency response plan may be announced or unannounced. The college makes every effort to issue reminders of relevant procedures prior to any announced test. Furthermore, each test is documented and reviewed for appropriate corrective action or improvements.

## Weapons Policy

### **A. Purpose**

The purpose of this policy is to promote a safe learning and working environment for all college locations by minimizing the risk of violence by use of a weapon. This policy provides rules and procedures for the possession of weapons on campus grounds, in campus buildings, and at campus events. It is consistent with the Regulation of Weapons (Appendix A) adopted by the State Board for Community Colleges, Policy 3.14.6, Workplace Violence Prevention and Threat Assessment Policy Guidelines of the Virginia Community College System, and the laws and regulations of the Commonwealth of Virginia.

### **B. Application**

This policy applies to all faculty, staff, students, contractors, and visitors entering campus buildings or attending college-sponsored events.

### **C. Authority**

The State Board for Community Colleges is authorized by Virginia Code §§ 23-215 and 23-217(g) to promulgate regulations for carrying out its responsibilities. State Board for Community Colleges Regulation 8VAC95-10-10 et seq. (Appendix A) sets out prohibitions for weapons possession on all college campuses within the VCCS. College boards may approve policies consistent with guidelines set by the State Board for Community Colleges.

### **D. Definitions**

1. "Police officer" means law-enforcement officials appointed pursuant to Article 3 (§ 15.2-1609 et seq.) of Chapter 16 and Chapter 17 (§ 15.2-1700 et seq.) of Title 15.2, Chapter 17 (§ 23-232 et seq.) of Title 23, Chapter 2 (§ 29.1-200 et seq.) of Title 29.1, or Chapter 1 (§ 52-1 et seq.) of Title 52 of the Code of Virginia or sworn federal law-enforcement officers.
2. "College property" means any property owned, leased, or controlled by a member college of the Virginia Community College System and the administrative office of the Virginia Community College System.
3. "Weapon" means (i) any pistol, revolver, or other weapon designed or intended to propel a missile of any kind by action of an explosion of any combustible material; (ii) any dirk, bowie knife, switchblade knife, ballistic knife, machete, razor, slingshot, spring stick, metal knucks, or blackjack; (iii) any flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely, which may be known as a nun chahka, nun chuck, nunchaku, shuriken, or fighting chain; (iv) any disc, of whatever configuration, having at least two points or pointed blades which is designed to be thrown or propelled and which may be known as a throwing star or oriental dart; or (v) any weapon of like kind, to include but not limited to, tasers.

"Weapon" does not mean knives or razors used for domestic purposes, pen or folding knives with blades less than three inches in length, or knives of like kind carried for use in accordance with the purpose intended by the original seller.

### **E. Policy**

1. Possession or carrying of any weapon by any person, except a police officer, is prohibited on college property in academic buildings, administrative office buildings, student centers, child care centers, dining facilities and places of like kind where people congregate, or while attending any college-sponsored sporting, entertainment or educational events. Entry upon the aforementioned college property in violation of this prohibition is expressly forbidden.
2. Faculty, staff, and students may not possess or carry any weapon anywhere on college property except as outlined in Section F of this policy.

### **F. Exceptions**

1. Current sworn and certified local, state, and federal law enforcement officers with proper identification, may possess or carry a weapon on college property, inside all campus buildings, and at all campus events.
2. Faculty, staff, and students who possess a concealed handgun permit may secure a handgun in their vehicle appropriately. Faculty, staff, and students who do not possess a concealed handgun permit may secure handguns, rifles, and shotguns in a compartment or container of parked vehicles according to state and local law. The compartment or container may be a trunk or other storage area. At no time shall a weapon be visible in plain view while inside a vehicle.
3. Visitors and contractors may secure handguns, rifles, and shotguns in parked vehicles. Visitors and contractors are encouraged to secure weapons in the trunk of vehicles or otherwise out of sight of passersby. If visitors and contractors store handguns in a parked vehicle, the handgun must be secured in a compartment or container inside the vehicle.
4. The college president may authorize in writing a person to possess, store, or use a weapon: (i) when used for educational or artistic instruction, display, parade, or ceremony sponsored or approved by the college (unloaded or disabled only and with other specified safeguards, if appropriate); or (ii) for any college-approved training, course, or class.

### **G. Procedures**

1. If Campus Security observes or receives a report of a violation of this policy, Security will direct the individual to leave the campus building or event immediately. The individual may secure the weapon inside his or her vehicle and return. In the event the individual fails to comply Campus Security will take appropriate action, including contacting local police.

2. In cases involving an immediate threat of violence, members of the campus community are encouraged to call 911. Campus Security will take appropriate action, to include contacting local police.
3. Persons observed on the open grounds of campus (streets, sidewalks, and other open areas on college property) may be asked by Campus Security to identify his or her relationship with the college to confirm whether a violation of this policy has occurred, (i.e., determine whether the individual is a student, employee, or visitor). If the individual is a visitor who intends to enter a campus building or event where weapons are prohibited, Campus Security shall advise that, pursuant to regulation (Appendix A), it is unlawful to enter such places while possessing or carrying a weapon. The individual shall be advised to secure the weapon inside his or her vehicle prior to entering the building or event.

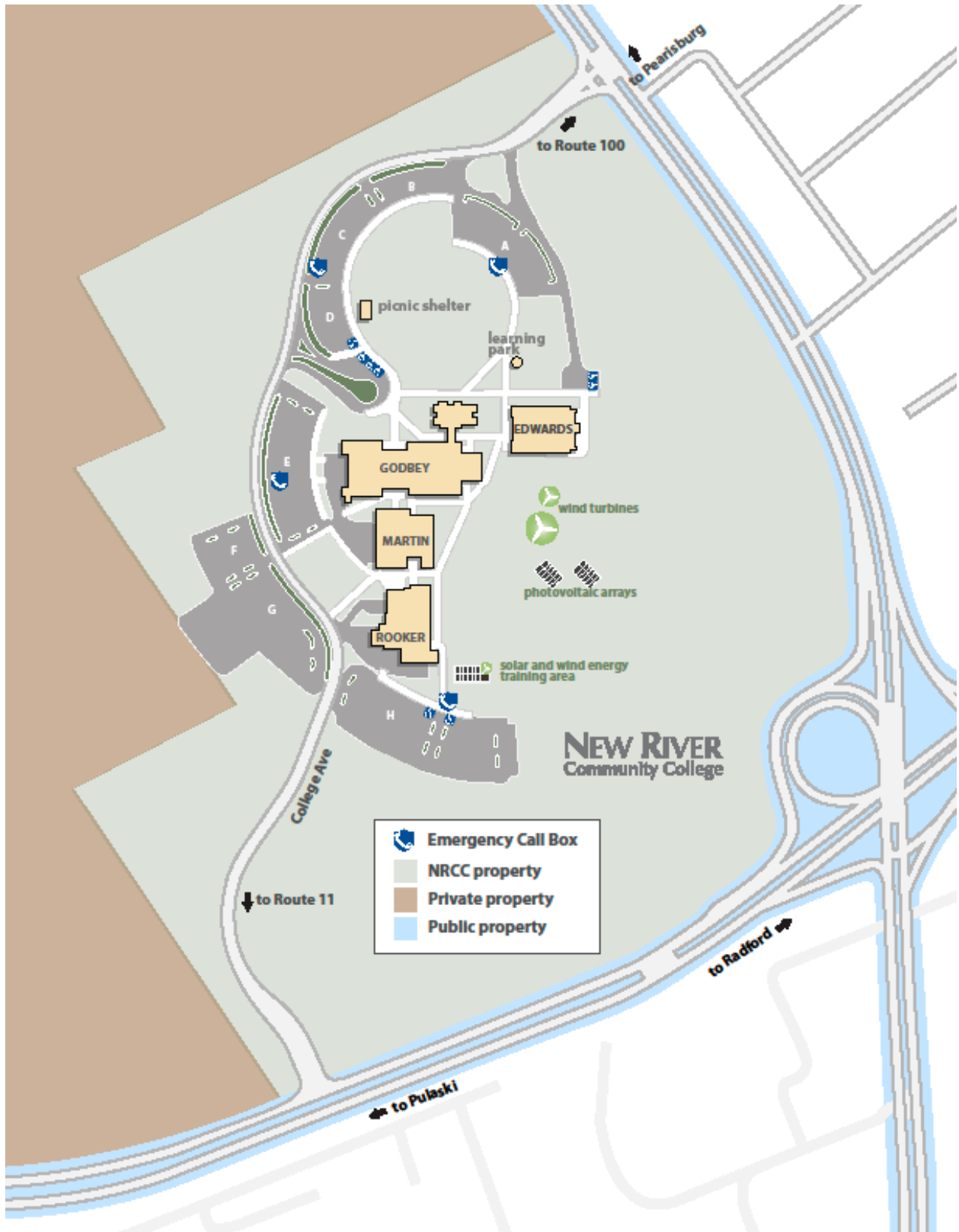
#### **H. Violation of Policy**

1. Students who violate this policy will be subject to disciplinary action under the student conduct code up to and including, dismissal.
2. Employees who violate this policy will be subject to disciplinary action up to and including termination, using existing policies and procedures including Section 3 of the VCCS Policy Manual or DHRM Policy 1.60, Standards of Conduct.
3. Pursuant to the Regulation of Weapons (see Appendix E), visitors and contractors in violation of the prohibitions on the possession of weapons are subject to arrest and may be barred from the campus.

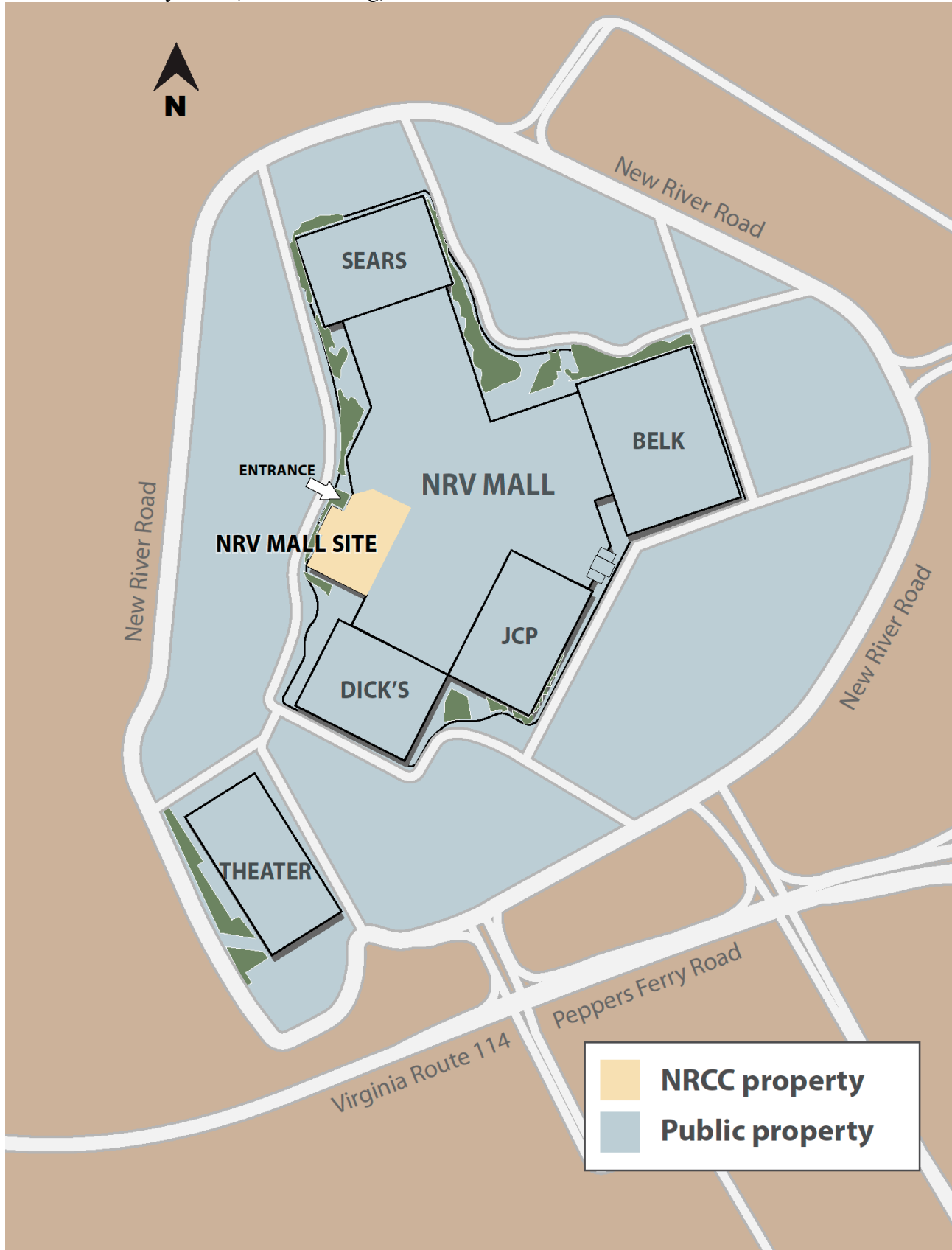
Policy approval: March 4, 2013 by the NRCC Board

# Appendix A – Campus Maps

Dublin



New River Valley Mall (Christiansburg)



**Appendix B – Clery Log for CSAs**

**CONFIDENTIAL**  
**Clery Reporter’s Log**

Crime/Incident	Date Occurred	Complainant (Name or EMPLID)	Respondent	Date Reported	Details/Notes	Disposition

Sample



**Appendix C – Title IX Complaint Form**

**New River Community College  
TITLE IX INITIAL REPORT FORM**

**Priority:** Select the risk level you believe most likely represents the incident reported below.

- Emergency/High Risk**      High risk to the college community and/or one or more individuals. Dial 911 immediately.
- Urgent**      Does not require a call to 911; may have happened same day but some time has passed. Still poses a risk to community and/or one or more individuals.
- Controlled/Low Risk**      Incident has passed but some concern remains.
- General Report/No Risk**      Incident is known and no risk remains; performing duty as responsible employee.

**Detailed Statement of Incident:**

Click inside the box below and begin writing your statement. The box will expand as needed.

**Guidelines:**

1. Include the date, location, individuals involved (if known) and any other clearly factual information reported to you or observed by you.
2. Note if you have indicated to the complainant your status as a Responsible Employee and/or if you have called 911.
3. Provide a best time and method for follow up on your report.

Once you have completed the statement, please provide your name and report date below and forward the form (hard copy or email) to:

Dr. Amy J. H. Hall  
Title IX Coordinator  
Godbey Hall Room 56  
[ahall@nr.edu](mailto:ahall@nr.edu)

Print name:  
Report date:

**Appendix D – NRCC Threat Assessment Team**

**NRCC Threat Assessment Team  
2016**

Melissa Anderson..... Human Resources & Business Operations Manager  
Wayne Cressell .....Information Security Officer  
Tom Ciappina.....Licensed Professional Counselor  
Angie Covey ..... Executive Director, NRCC Foundation  
Jim Davis .....Sheriff, Pulaski County  
Amy Hall.....Emergency Coordination Officer  
Pat Huber .....Vice President for Instruction and Student Services  
Tony Nicolo ..... Director, Facilities Services  
Mark Rowh ..... Vice President for Workforce Development and External Relations  
Fritz Streff.....Director of Institutional Effectiveness and Research  
John Van Hemert ..... Vice President for Finance and Technology  
Joseph Williams ..... Captain, NRCC Security

**NRCC Threat Assessment Team  
As of October 1, 2017**

Melissa Anderson..... Human Resources & Business Operations Manager  
Wayne Cressell .....Information Security Officer  
Tom Ciappina.....Licensed Professional Counselor  
Angie Covey ..... Executive Director, NRCC Foundation  
Mike Worrell..... Interim Sheriff, Pulaski County  
Amy Hall.....Emergency Coordination Officer  
Peter Anderson..... Interim Vice President for Instruction and Student Services  
Tony Nicolo ..... Director, Facilities Services  
Mark Rowh ..... Vice President for Workforce Development and External Relations  
Fritz Streff.....Director of Institutional Effectiveness and Research  
John Van Hemert ..... Vice President for Finance and Technology  
Joseph Williams ..... Coordinator of Emergency Response and Campus Safety

**STATE BOARD FOR COMMUNITY COLLEGES**  
**Weapons Regulations**

CHAPTER 10  
REGULATION OF WEAPONS

**8VAC95-10-10. Definitions.**

The following words and terms when used in this chapter shall have the following meanings unless the context clearly indicates otherwise:

"Police officer" means law-enforcement officials appointed pursuant to Article 3 (§ 15.2-1609 et seq.) of Chapter 16 and Chapter 17 (§ 15.2-1700 et seq.) of Title 15.2, Chapter 17 (§ 23-232 et seq.) of Title 23, Chapter 2 (§ 29.1-200 et seq.) of Title 29.1, or Chapter 1 (§ 52-1 et seq.) of Title 52 of the Code of Virginia or sworn federal law-enforcement officers.

"College property" means any property owned, leased, or controlled by a member college of the Virginia Community College System and the administrative office of the Virginia Community College System.

"Weapon" means (i) any pistol, revolver, or other weapon designed or intended to propel a missile of any kind by action of an explosion of any combustible material; (ii) any dirk, bowie knife, switchblade knife, ballistic knife, machete, razor, slingshot, spring stick, metal knucks, or blackjack; (iii) any flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely, which may be known as a nun chahka, nun chuck, nunchaku, shuriken, or fighting chain; (iv) any disc, of whatever configuration, having at least two points or pointed blades which is designed to be thrown or propelled and which may be known as a throwing star or oriental dart; or (v) any weapon of like kind, to include but not limited to, tasers.

"Weapon" does not mean knives or razors used for domestic purposes, pen or folding knives with blades less than three inches in length, or knives of like kind carried for use in accordance with the purpose intended by the original seller.

**8VAC95-10-20. Possession of weapons prohibited.**

A. Possession or carrying of any weapon by any person, except a police officer, is prohibited on college property in academic buildings, administrative office buildings, student centers, child care centers, dining facilities and places of like kind where people congregate, or while attending any sporting, entertainment, or educational events. Entry upon the aforementioned college property in violation of this prohibition is expressly forbidden.

B. Any individual in violation of this prohibition will be asked to remove the weapon immediately. Failure to comply may result in a student conduct referral, an employee disciplinary action, or arrest.

**8VAC95-10-30. Exceptions to prohibition.**

A. The prohibition in 8VAC95-10-20 shall not apply to current sworn and certified local, state, and federal law enforcement officers with proper identification, nor shall it apply to possession of a weapon when stored securely inside the vehicle of properly permitted students and employees.

B. The chief of the college police department or head of security department, or his designee, may authorize in writing a person to possess, store, or use a weapon: (i) when used for educational or artistic instruction, display, parade, or ceremony sponsored or approved by the college (unloaded or disabled only and with other specified safeguards, if appropriate); or (ii) for any college-approved training, course, or class.

**8VAC95-10-40. Person lawfully in charge.**

Campus police officers or security, and other police officers acting pursuant to a mutual aid agreement or by concurrent jurisdiction, are lawfully in charge for the purposes of forbidding entry upon or remaining upon college property while possessing or carrying weapons in violation of this chapter.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
VIRGINIA DEPARTMENT OF STATE POLICE  
AND  
NEW RIVER COMMUNITY COLLEGE**

**A. PURPOSE**

The purpose of this Agreement is to define and establish procedures and practices for cooperation between the Department of State Police and New River Community College in the emergency response to, investigation of, and prevention of crimes that occur on property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus. Pursuant to § 23-234 of the *Code of Virginia*, this Agreement also shall establish procedures and practices when the Department of Virginia State Police investigates any felony sexual assault incident occurring on property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus. This Agreement shall not prevent New River Community College from entering into a similar agreement with any other law enforcement agency.

**B. DURATION**

This Agreement shall remain in force and effect until one of the parties to this Agreement provides written notice to the other party terminating this Agreement. Any modifications to this Agreement shall be implemented only upon agreement of both parties.

**C. NOTIFICATION AND RESPONSE**

1. Upon notice from New River Community College, Department or Virginia State Police shall provide assistance to New River Community College in the emergency response to, investigation of, and prevention of crimes occurring on any property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus and shall assume responsibility as lead investigatory agency for the incident reported.

2. In the event that Department or Virginia State Police conducts an investigation that involves a felony sexual assault as set forth in Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2 occurring on property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus, Department or Virginia State Police shall notify the local Commonwealth's Attorney of such investigation within 48 hours of beginning such investigation.

3. Notwithstanding the above, New River Community College shall notify the local Commonwealth's Attorney of any incident of an alleged felony sexual assault as set forth in Article

7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2 that occurs on property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus as required by § 23-9.2:15(G) of the *Code of Virginia*. Such notification shall include information regarding the incident, including the information received by the college's review team established under § 23-9.2:15 of the Code of Virginia.

4. Nothing in this Agreement prevents New River Community College Campus from notifying other local law enforcement agencies of any alleged sexual assault that occurs on property owned or controlled by New River Community College when such notification is deemed appropriate.

#### D. COSTS, LIABILITY, DISCIPLINE

Each party agrees that they will be responsible for any personnel costs for their agents and employees related to any such investigation or assistance. The parties further agree that they shall be solely responsible for any complaints or liabilities arising from the actions or omissions of their employees or agents and shall be responsible for any discipline of their own employees.

#### E. REPORTS

New River Community College agrees that Virginia State Police shall utilize Virginia State Police forms and reports to document assistance provided.

#### F. COOPERATION

1. New River Community College agrees to cooperate with Virginia State Police during the criminal investigation of an alleged sexual assault that occurs on property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus or that involves a currently-enrolled student or employee. When necessary to safeguard the criminal investigation, New River Community College will suspend its internal investigation for a reasonable amount of time and will regularly confer with Virginia State Police on the status of the criminal investigation. Nothing in this Agreement shall prevent New River Community College from fulfilling its obligations under Federal and state law.

2. New River Community College agrees that their agents and employees shall provide reasonable assistance requested by the Department of State Police in conducting its investigation. New River Community College shall provide the Department of State Police with access to their agents, employees, facilities and all relevant documents, records, statements, or reports except where specifically prohibited by law.

#### G. FREEDOM OF INFORMATION AND PUBLIC INFORMATION

The parties hereby agree that the Department of State Police shall be the lead agency for public statements regarding actions taken under this memorandum when it is the lead investigatory agency. Requests for public records shall be handled in accordance with the Virginia Freedom of Information Act.

H. AGREEMENT TO CONTINUE

Each party agrees to abide by these procedures until this Agreement is terminated or modified by agreement of the parties.

In witness whereof, the parties have executed this Agreement through their respective department heads this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

NEW RIVER COMMUNITY COLLEGE      DEPARTMENT OF STATE POLICE

BY     [Signature on file]    

Emergency Coordination Officer

BY     [Signature on file]    

Superintendent

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**PULASKI COUNTY SHERIFF'S OFFICE**  
**AND**  
**NEW RIVER COMMUNITY COLLEGE**

**A. PURPOSE**

The purpose of this Agreement is to define and establish procedures and practices for cooperation between the Pulaski County Sheriff's Office and New River Community College in the emergency response to, investigation of, and prevention of crimes that occur on property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus. Pursuant to § 23-234 of the *Code of Virginia*, this Agreement also shall establish procedures and practices when the Pulaski County Sheriff's Office investigates any felony sexual assault incident occurring on property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus in Pulaski County. This Agreement shall not prevent New River Community College from entering into a similar agreement with any other law enforcement agency.

**B. DURATION**

This Agreement shall remain in force and effect until one of the parties to this Agreement provides written notice to the other party terminating this Agreement. Any modifications to this Agreement shall be implemented only upon agreement of both parties.

**C. NOTIFICATION AND RESPONSE**

1. Upon notice from New River Community College, Pulaski County Sheriff's Office shall provide assistance to New River Community College in the emergency response to, investigation of, and prevention of crimes occurring on any property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus in Dublin and shall assume responsibility as lead investigatory agency for the incident reported.

2. In the event that the Pulaski County Sheriff's Office conducts an investigation that involves a felony sexual assault as set forth in Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2 occurring on property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus in Dublin, Pulaski County Sheriff's Office shall notify the local Commonwealth's Attorney of such investigation within 48 hours of beginning such investigation.

3. Notwithstanding the above, New River Community College shall notify the local Commonwealth's Attorney of any incident of an alleged felony sexual assault as set forth in Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2 that occurs on property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus as required by § 23-9.2:15(G) of the *Code of Virginia*. Such



notification shall include information regarding the incident, including the information received by the college's review team established under § 23-9.2:15 of the Code of Virginia.

4. Nothing in this Agreement prevents New River Community College Campus from notifying the Pulaski County Sheriff's Office of any alleged sexual assault that occurs on property owned or controlled by New River Community College in Dublin when such notification is deemed appropriate.

#### D. COSTS, LIABILITY, DISCIPLINE

Each party agrees that they will be responsible for any personnel costs for their agents and employees related to any such investigation or assistance. The parties further agree that they shall be solely responsible for any complaints or liabilities arising from the actions or omissions of their employees or agents and shall be responsible for any discipline of their own employees.

#### E. REPORTS

New River Community College agrees that the Pulaski County Sheriff's Office shall utilize its agency forms and reports to document assistance provided.

#### F. COOPERATION

1. New River Community College agrees to cooperate with the Pulaski County Sheriff's Office during the criminal investigation of an alleged sexual assault that occurs on property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus or that involves a currently-enrolled student or employee. When necessary to safeguard the criminal investigation, New River Community College will suspend its internal investigation for a reasonable amount of time and will regularly confer with the Pulaski County Sheriff's Office on the status of the criminal investigation. Nothing in this Agreement shall prevent New River Community College from fulfilling its obligations under Federal and state law.

2. New River Community College agrees that their agents and employees shall provide reasonable assistance requested by the Department of State Police in conducting its investigation. New River Community College shall provide the Pulaski County Sheriff's Office with access to their agents, employees, facilities and all relevant documents, records, statements, or reports except where specifically prohibited by law.

#### G. FREEDOM OF INFORMATION AND PUBLIC INFORMATION

The parties hereby agree that the Pulaski County Sheriff's Office shall be the lead agency for public statements regarding actions taken under this memorandum when it is the lead investigatory agency. Requests for public records shall be handled in accordance with the Virginia Freedom of Information Act.

H. AGREEMENT TO CONTINUE

Each party agrees to abide by these procedures until this Agreement is terminated or modified by agreement of the parties.

In witness whereof, the parties have executed this Agreement through their respective department heads this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

NEW RIVER COMMUNITY COLLEGE

PULASKI COUNTY SHERIFF'S OFFICE

BY \_\_\_\_\_ [Signature on file]

BY \_\_\_\_\_ [Signature on file]

Amy J. H. Hall  
Emergency Coordination Officer

Jim Davis  
Sheriff

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CHRISTIANSBURG POLICE DEPARTMENT**  
**AND**  
**NEW RIVER COMMUNITY COLLEGE**

**A. PURPOSE**

The purpose of this Agreement is to define and establish procedures and practices for cooperation between the Christiansburg Police Department and New River Community College in the emergency response to, investigation of, and prevention of crimes that occur on property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus. Pursuant to § 23-234 of the *Code of Virginia*, this Agreement also shall establish procedures and practices when the Christiansburg Police Department investigates any felony sexual assault, medically unattended death, or any death resulting from an incident occurring on property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus. This Agreement shall not prevent New River Community College from entering into a similar agreement with any other law enforcement agency.

**B. DURATION**

This Agreement shall remain in force and effect until one of the parties to this Agreement provides written notice to the other party terminating this Agreement. Any modifications to this Agreement shall be implemented only upon agreement of both parties.

**C. NOTIFICATION AND RESPONSE**

1. Upon notice from New River Community College, Christiansburg Police Department shall provide assistance to New River Community College in the emergency response to, investigation of, and prevention of crimes occurring on any property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus in Christiansburg (New River Valley Mall) and shall assume responsibility as lead investigatory agency for the incident reported.

2. In the event that the Christiansburg Police Department conducts an investigation that involves a felony sexual assault as set forth in Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2 occurring on property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus in Christiansburg (NRV Mall), Christiansburg Police Department shall notify the local Commonwealth's Attorney of such investigation within 48 hours of beginning such investigation.

3. Notwithstanding the above, New River Community College shall notify the local Commonwealth's Attorney of any incident of an alleged felony sexual assault as set forth in Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2 that occurs on property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus as required by § 23-9.2:15(G) of the *Code of Virginia*. Such

notification shall include information regarding the incident, including the information received by the college's review team established under § 23-9.2:15 of the Code of Virginia.

4. Nothing in this Agreement prevents New River Community College Campus from notifying the Christiansburg Police Department of any alleged sexual assault that occurs on property owned or controlled by New River Community College (located in Christiansburg) when such notification is deemed appropriate.

#### D. COSTS, LIABILITY, DISCIPLINE

Each party agrees that they will be responsible for any personnel costs for their agents and employees related to any such investigation or assistance to the fullest extent possible. Costs incurred under extraordinary circumstances are subject to negotiation by either party. The parties further agree that they shall be solely responsible for any complaints or liabilities arising from the actions or omissions of their employees or agents and shall be responsible for any discipline of their own employees.

#### E. REPORTS

New River Community College agrees that the Christiansburg Police Department shall utilize its agency forms and reports to document assistance provided.

#### F. COOPERATION

1. New River Community College agrees to cooperate with the Christiansburg Police Department during the criminal investigation of an alleged sexual assault that occurs on property owned or controlled by New River Community College or on public property within the campus, or immediately adjacent to and accessible from the campus or that involves a currently-enrolled student or employee. When necessary to safeguard the criminal investigation, New River Community College will suspend its internal investigation for a reasonable amount of time and will regularly confer with the Christiansburg Police Department on the status of the criminal investigation. Nothing in this Agreement shall prevent New River Community College from fulfilling its obligations under Federal and state law.

2. New River Community College agrees that their agents and employees shall provide reasonable assistance requested by the Christiansburg Police Department in conducting its investigation. New River Community College shall provide the Christiansburg Police Department with access to their agents, employees, facilities and all relevant documents, records, statements, or reports except where specifically prohibited by law.

#### G. FREEDOM OF INFORMATION AND PUBLIC INFORMATION

The parties hereby agree that the Christiansburg Police Department shall be the lead agency for public statements regarding actions taken under this memorandum when it is the lead investigatory agency. Requests for public records shall be handled in accordance with the Virginia Freedom of Information Act.

H. AGREEMENT TO CONTINUE

Each party agrees to abide by these procedures until this Agreement is terminated or modified by agreement of the parties.

In witness whereof, the parties have executed this Agreement through their respective department heads this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

NEW RIVER COMMUNITY COLLEGE

CHRISTIANSBURG POLICE DEPARTMENT

BY \_\_\_\_\_ [Signature on file]

BY \_\_\_\_\_ [Signature on file]

Amy J. H. Hall  
Emergency Coordination Officer

Mark Sisson  
Chief

**Memorandum of Understanding**

**between**

**New River Community College**

**and**

**The Women's Resource Center of the New River Valley, Inc.**

This Memorandum of Understanding (MOU) is entered into by the Women's Resource Center of the New River Valley, Inc., and New River Community College (NRCC) on this 28<sup>th</sup> day of August, 2015. The MOU formalizes the commitment of the parties to work together to provide trauma-informed services to student and employee victims of sexual assault and to improve the overall response to sexual assault at NRCC. The parties share the goal of preventing sexual assault on campus and in the community, and responding appropriately to students and employees who have been victimized.

**I. Description of the Partner Agencies**

The Women's Resource Center of the New River Valley, Inc. (WRCNRVI) is a nonprofit, community-based organization dedicated to the elimination of sexual and domestic violence in all its forms. WRCNRVI provides free, confidential services including a 24-hour hotline, crisis intervention, counseling accompaniment for forensic exams and accompaniment to police stations, legal advocacy, emergency shelter, community education and training for professionals. Through direct services and education, WRCNRV provides services to more than 5,000 individuals annually. WRCNRVI also provides empowerment-based services that focus on healing, support, and justice for victims of sexual assault.

New River Community College was founded in 1969, and serves approximately 5,000 students annually. Its mission is to provide high-quality education in a safe learning environment for the citizens of the New River Valley (Floyd, Giles, Montgomery, and Pulaski counties and the City of Radford.)

**II. History of Previous Collaboration**

New River Community College and the Women's Resource Center of the New River Valley, Inc., have collaborated for 20 years on programs to prevent sexual violence on campus. WRCNRVI has conducted 25 on-campus educational programs for students of NRCC and provided professional training for health center staff. This MOU builds on the previous collaboration to provide services to victims and training to additional school officials.

### **III. The Role of the Women's Resource Center, Inc.**

The Women's Resource Center of the New River Valley, Inc., agrees to:

- a) Appoint a qualified Coordinator of Services to focus on making services accessible to and appropriate for students and employees referred by College.
- b) Make 24-hour rape crisis hotline services available to students and employees of NRCC.
- c) Provide confidential crisis intervention, counseling, information and referral, and accompaniment to medical and legal services as requested by students and employees.
- d) Provide students and employees of NRCC with information about how to file a complaint with the college and how to report a crime to campus or local law enforcement and offer to assist students and employees with filing a complaint or report.
- e) Provide NRCC with general information about incidents of sexual violence and other reportable offenses for inclusion in its annual Clery Act security report and to help the college identify patterns or systemic problems related to sexual violence.
- f) Meet regularly with the school's Title IX Coordinator or designee to share information about: the needs of victims, trends in sexual assault services provided, additional services that are needed by students and employees, and the effectiveness of the school's sexual assault prevention and response program.
- g) Provide training to college student services staff, officials involved in student conduct proceedings, and campus security staff on the incidence and prevalence of sexual assault, myths about sexual assault, the physical and emotional effects of sexual assault on victims, the neurobiology of trauma, and appropriate methods for interviewing and communicating with victims upon request.
- h) Assist the college with the development and provision of prevention programming and training to faculty, students and school officials.
- i) Participate in the college's sexual assault response team (SART) or other coordinated team effort.

### **IV. The Role of New River Community College**

New River Community College agrees to:

- a) Provide members of the campus community with contact information for the WRCNRVI.
- b) Notify the WRCNRVI of an alleged incident of sexual violence, unless consent is refused by the complainant.
- c) Identify a central point of contact for WRCNRVI staff to facilitate referrals for confidential services.

- d) Provide training to WRCNRVI staff about: on-campus resources that are available to student and employee victims of sexual assault; the federal and state requirements for colleges in responding to sexual assault; reporting procedures for victims who wish to file a report with campus law enforcement and/or a complaint with college officials; the student code of conduct and disciplinary process; and the educational accommodations that can be provided to victims of sexual assault.
- e) Provide printed and online materials about reporting options for students and employees, including information about how to file a complaint with the college and how to report a crime to campus or local law enforcement, the importance of seeking medical attention, the importance of collection and preservation of evidence; the available options for a protective order; the victim's rights to participate or decline to participate in any investigation to the extent permitted under state or federal law; the applicable federal or state confidentiality provisions that govern information provided by a victim; and the available on-campus resources and any unaffiliated community resources, including sexual assault crisis centers, domestic violence crisis centers, or other victim support services.
- f) Inform the WRCNRVI about the reporting obligations of school employees and identify those school employees with whom students can speak confidentially (and any exceptions to that confidentiality.)
- g) Inform the WRCNRVI about the school's prohibitions on retaliation, how allegations of retaliation can be reported, and what protections are available for students who experience retaliation.
- h) Ensure availability of the Title IX Coordinator or designee to meet regularly with a WRCNRVI representative.
- i) Meet regularly with the WRCNRVI director or designee to share information about: the needs of victims, trends in sexual assault services provided, additional services that are needed by students and employees, and the effectiveness of the school's sexual assault prevention and response program.

## **V. Confidentiality**

NRCC and WRCNRVI affirm the importance of providing students with options for confidential services and support. All services provided by the WRCNRV to students and employees of college will be kept confidential except in the following circumstances:

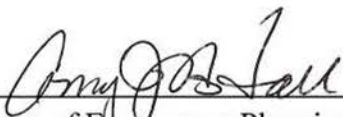
- a) If the student or employee wants information shared with college or campus security, the WRCNRVI will obtain informed consent for release of the information. When releases of information are required, they will be written, informed, and reasonably time-limited.




- b) WRCNRVI will provide NRCC aggregate data about incidents of sexual violence and other reportable offenses to include in its annual Clery Act security report and to help the college identify patterns or systemic problems related to sexual violence. No personally identifying information will be provided for Clery Act purposes. The WRCNRVI will consult with victims regarding what information needs to be withheld to protect their identity.
  
- c) If the federal or state law requires disclosure because there is an imminent risk of harm to self or others, the WRCNRVI Coordinator will determine: who will be notified; in what form; what information will be provided to the victim regarding this disclosure; and what steps will be taken to protect the victim from the imminent risk.

**VI. General Provisions**

The parties to this MOU agree and acknowledge that the college is solely responsible for the investigation and adjudication of violations of its sexual misconduct policy. No advocate will take part in the investigation or adjudication of any complaint, except as an advisor as detailed in the college's sexual misconduct policy, and as requested by a party to the complaint. The parties also agree and acknowledge that referral to the Women's Resource Center of the New River Valley, Inc., is not an indication of responsibility on the part of the accused.

By   
Coordinator of Emergency Planning and Special Projects  
New River Community College

Date: 8/19/15

By   
Executive Director  
Women's Resource Center of the New River Valley, Inc.

Date: 8.28.15