Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will hold a regular District Governing Board Meeting open to the public on <u>January 15, 2019 beginning at 10:00 a.m.</u>. The meeting will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

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

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

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

I, <u>Paul Hempsey</u>, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 14th day of January 2019, at 10:00 a.m.

Paul Hempsey Recording Secretary to the Board

NOTICE DISTRIBUTION

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

OUR MISSION

Northland Pioneer College provides, supports and promotes lifelong learning.



PUBLIC NOTICE OF NONDISCRIMINATION: Northland Pioneer College does not discriminate on the basis of race, color, national origin, veteran status, religion, marital status, gender, age or disability in admission or access to, or treatment or employment in its educational programs or activities. District grievance procedures will be followed for compliance with Title IX and Section 504 requirements. The Affirmative Action Compliance Officer is the Director of Human Resources, 2251 E. Navajo Blvd., Holbrook, Arizona 86025, (800) 266-7845. The Section 504 Compliance Officer is the Coordinator of Disability Resource and Access, 1001 W. Deuce of Clubs, Show Low, Arizona 85901, (800) 266-7845. The lack of English language skills will not be a barrier to admission and participation in vocational education programs. Revised 9-12-14

Governing Board Meeting Agenda Painted Desert Campus, Tiponi Community Center

2251 East Navajo Boulevard, Holbrook, Arizona

		10:00 a.m. (MST)						
<u>tem</u>	<u>Description</u>	<u>Resource</u>						
1.	Call to Order and Pledge of Allegiance	Chair Lucero						
2.	Adoption of the Agenda(Action)	Chair Lucero						
3.	Election of Board Officers and Appoint AADGB Representative(Action)	Chair Lucero						
4.	Call for Public Comment	Chair rs may not respond						
5.	Reports:							
	A. Financial Position	CBO Ellison						
	B. NPC Friends and Family	Director Wilson						
	C. NPC Faculty Association	Mike Solomonson						
	D. Strategic Planning and Accreditation Steering Committee	Judy Yip-Reyes						
	E. Human Resources	Written Report						
	F. CASO	Written Report						
	G. NPC Student Government Association	No Report						
6.	Consent Agenda(Action)	Chair						
	A. December 18, 2018 Regular Board Minutes;							
	B. December 18, 2018 Work Session Minutes							
	C. Intergovernmental Agreement between Navajo County Community College District							
	and Apache County							
	D. Policies 1000 through 1087 E. Curriculum Modifications:							
	i. Program Modifications - CON AAS, CAS, CPs (3) Construction Technology							
	ii. Program Modification of General Education Course Options							
	iii. Program Modifications of CIS AAS, CAS, CPs							
	iii. Program Modifications of CIS AAS, CAS, CPsiv. Program Deletions of CIS AAS, CAS, CPs							
	iii. Program Modifications of CIS AAS, CAS, CPs							
7.	iii. Program Modifications of CIS AAS, CAS, CPsiv. Program Deletions of CIS AAS, CAS, CPs							
7.	 iii. Program Modifications of CIS AAS, CAS, CPs iv. Program Deletions of CIS AAS, CAS, CPs v. Program Modification of BUS ABUS and AAS, CAS, CP (5 areas of specialization) 							
7. 8.	 iii. Program Modifications of CIS AAS, CAS, CPs iv. Program Deletions of CIS AAS, CAS, CPs v. Program Modification of BUS ABUS and AAS, CAS, CP (5 areas of specialization) Old Business:							
	 iii. Program Modifications of CIS AAS, CAS, CPs iv. Program Deletions of CIS AAS, CAS, CPs v. Program Modification of BUS ABUS and AAS, CAS, CP (5 areas of specialization) Old Business: No old Business: A. Request to Accept the Financial Audit and Single Audit Report 							
	 iii. Program Modifications of CIS AAS, CAS, CPs iv. Program Deletions of CIS AAS, CAS, CPs v. Program Modification of BUS ABUS and AAS, CAS, CP (5 areas of specialization) Old Business: No old Business: A. Request to Accept the Financial Audit and Single Audit Report for the Fiscal Year Ended June 30, 2018(Action) 	CBO Ellison						
	 iii. Program Modifications of CIS AAS, CAS, CPs iv. Program Deletions of CIS AAS, CAS, CPs v. Program Modification of BUS ABUS and AAS, CAS, CP (5 areas of specialization) Old Business: No old Business: A. Request to Accept the Financial Audit and Single Audit Report for the Fiscal Year Ended June 30, 2018	President Vest						
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9.	Standing Business: A. Strategic Planning and Accreditation Steering Committee Report B. President's Report C. DGB Agenda Items and Informational Needs for Next Meeting	Interim VPLSS Jackson President Vest Chair
10.	Board Report/Summary of Current Events	Board Members
11.	Announcement of Next Regular Meeting February 19, 2019	Chair
12.	Adjournment(Action)	Chair

The District Governing Board may consider any item on this agenda in any order and at any time during the meeting. The District Governing Board may take action to approve, or may take other action, regarding all items of New Business, Old Business, Standing Business, or the President's Report. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3).

Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.



Budget Period Expired

42% 3udget

Tax Supported Funds					
	General Unrestricted				
	Current Month Budget Actual Y-T-D Actual	%			
	Budget Actual Y-T-D Actual	70			
REVENUES					
Primary Tax Levy State Aid:	15,055,197 3,043,173 8,104,815	54%			
Maintenance and Operations	1,576,500 - 788,250	50%			
Equalization	7,107,100 - 3,553,550	50%			
Tuition and Fees	4,860,000 901,837 2,149,155	44%			
Investment earnings	139,900 77,749 418,819	299%			
Grants and Contracts	1,500,000	0%			
Other Miscellaneous	- 16,082 111,745				
Fund Balance	650,000				
Transfers	(2,900,000) (218,846) (1,282,706)	44%			
TOTAL REVENUES	\$ 27,988,697 \$ 3,819,995 \$ 13,843,628	49%			
	¥ =:,000,000 ¥ 10,000,000				
EXPENDITURES					
	19 406 016 1 427 206 6 526 426	35%			
Salaries and Wages Operating Expenditures	18,406,016 1,437,206 6,526,436 9,582,681 567,322 2,941,234	31%			
Capital Expenditures	9,362,061 307,322 2,941,234	3170			
Capital Exportantion					
TOTAL EXPENDITURES	\$ 27,988,697 \$ 2,004,528 \$ 9,467,670	34%			
	Unrestricted Plant				
	Current Month				
	Budget Actual Y-T-D Actual	%			
REVENUES					
State Aid:					
Capital/STEM	342,600 - 171,300	50%			
Other Miscellaneous	400				
Fund Balance	9,100,000	0%			
Transfers	2,000,000 173,862 745,541	37%			
Tanololo	2,000,000 170,002 710,011	01 70			
TOTAL REVENUES	\$ 11,443,000 \$ 173,862 \$ 916,841	8%			
EXPENDITURES					
Salaries and Wages					
Operating Expenditures					
Capital Expenditures	11,443,000 219,471 916,841	8%			
·					
TOTAL EXPENDITURES	\$ 11,443,000 \$ 219,471 \$ 916,841	8%			

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2018 to November 30, 2018

Pudant	Dariad	Expired
Duuuei	renou	EXDITED

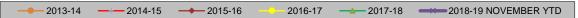
42%

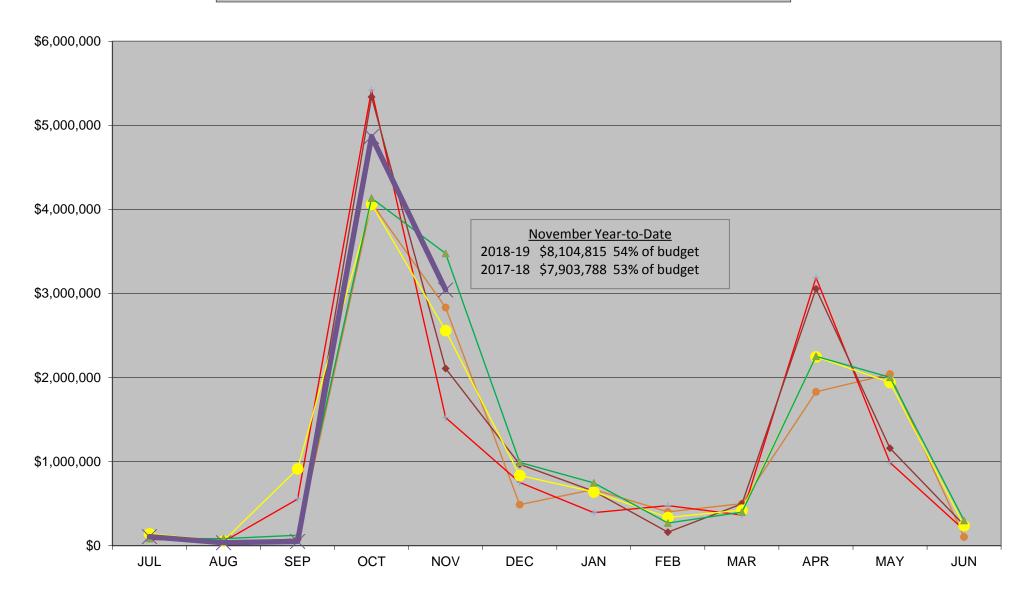
Restricted and Auxilary Funds						
			Restri	ctec	d	
		Cur	rent Month			
	Budget		Actual	Y-	T-D Actual	%
REVENUES						
Grants and Contracts Fund Balance	6,000,000		352,817		1,370,633	23%
Transfers	600,000		4,070		424,107	71%
TOTAL REVENUES	\$ 6,600,000	\$	356,887	\$	1,794,740	27%
EXPENDITURES	000 554		440.045		500 450	040/
Salaries and Wages	828,551		113,015		502,452	61%
Operating Expenditures Capital Expenditures	5,771,449		155,345		1,292,287	22%
TOTAL EXPENDITURES	\$ 6,600,000	\$	268,360	\$	1,794,739	27%
		0	Auxil rent Month	iary		
	Budget	Cur	Actual	Y-	T-D Actual	%
REVENUES						
Sales and Services Fund Balance	300,000		7,317		62,713	21%
Transfers	300,000		40,914		113,058	38%
TOTAL REVENUES	\$ 600,000	\$	48,231	\$	175,771	29%
EXPENDITURES					117,263	
Salaries and Wages	296,914		35,919		117,263	39%
Operating Expenditures Capital Expenditures	303,086		12,312		58,508	19%
TOTAL EXPENDITURES	\$ 600,000	\$	48,231	\$	175,771	29%

Cash Flows

Cash flows from all activities (YTD)	\$16,730,980
Cash used for all activities (YTD)	\$12,355,021
Net Cash for all activities (YTD)	\$4,375,959

Monthly Primary Property Tax Receipts





Accreditation Training - Overview

- What is the organization, purpose, and role of accreditation? (Today's focus)
- 2. How does accreditation work?
- 3. What is the role of the board in accreditation?
- 4. What are NPC's Assurance Arguments?
- 5. How can accreditation contribute to effective board practice in leadership and governance?
- 6. What are some caveats as the board works with accreditation?

Accreditation: Organization, Purpose, and Role

Organization

- Not run by government but created by higher education itself
- Been part of higher education for more than 100 years
- Over 7,500 educational institutions and 25,000 programs are accredited
- Accrediting organizations rely heavily on volunteers faculty, academic administrators, trustees, and members of the public to work with the professional staff.
- Two main types of accrediting organizations (85 in total):
 - Institutional accreditors: regional, national career-related; national faithrelated
 - Programmatic accreditors

Accreditation: Organization, Purpose, and Role

Organization (cont'd)

- Two main types of accrediting organizations (85 in total):
 - Institutional accreditors: regional, national career-related; national faith-related
 - Programmatic accreditors
- A typical community college has both institutional accreditation and a number of program accreditations.
- For NPC, the Higher Learning Commission (HLC) is our institutional accreditor. Currently, NPC also has 10 programs that are accredited by programmatic accreditors.

Accreditation: Organization, Purpose, and Role

Purpose

To assure and improve academic quality in higher education

Roles (What are the values of an accredited status?)

- Indicates basic soundness and legitimacy of a college
- Is essential to the finances of a college
- Assists with student successful transfer of credit to other colleges/universities
- Sustains public confidence in a college

Preparing for HLC Accreditation

- Last time NPC received the 10-year continuance of accreditation was in 2009.
- NPC has been preparing for the 2019 accreditation visit for several years. The comprehensive on-site visit is scheduled on November 18-19, 2019.
- Preparing for HLC Accreditation is one of NPC's 2018-2019 Strategic Priorities. This priority has two components:

Argument Preparation

- Is Currently undergoing the editing process and the evidence file collection process
- Anticipates final draft for District Governing Board's and College-wide review in mid-April

College Awareness/Communication

Develop a communication plan to begin implementation around mid-February

DGB Human Resources Update January 15, 2019

OPEN POSITIONS

- 1. Faculty in Computer Information Systems First Review January 15, 2019. 14 applicants.
- 2. Vice President of Learning and Student Services Closes February 1, 2019. 22 applicants.
- 3. Faculty in College and Career Preparation Closes February 15, 2019.

CLOSED: IN REVIEW

- 4. Accounting Clerk Closed December 18, 2018. 23 applicants
- 5. Financial Aid Systems Technician Closed November 25, 2018. 7 applicants.
- 6. Manager of Career Services Closed January 11, 2019. 3 applicants.

CASO Report January 2019

CASO sponsored a very successful non-food drive at January convocation. Donations were received, sorted, given an estimated value, and boxed for each college location. A representative from the various campus and center locations will deliver their box of donated household commodities to charitable organizations in their service district.

Because of the generosity of NPC employees, we received donations valued at approximately \$1345.00.

Following is a list of the organizations where each location will deliver their box of commodities.

White Mountain The White Mountain Coalition Against Homelessness

through the Salvation Army

Painted Desert Bread of Life Mission

Snowflake The Snowflake Senior Center

Little Colorado Madonna House Shelter for Women and Children

St John's The New Hope Ranch Shelter for Women and Children Springerville The New Hope Ranch Shelter for Women and Children

Kayenta The Kayenta Women's Shelter

Whiteriver The Hope Center

HOPI The HOPI Women's Shelter

I believe these donations make a difference in the lives of people who are less fortunate or who are in situations they can't overcome on their own. The non-food drive brings out the generous spirit of NPC employees and I am grateful to those willing to share with people they will never meet.

Ina Sommers CASO President

Navajo County Community College District Governing Board Meeting Minutes

December 18, 2018 – 10:00 a.m.

Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Mr. Frank Lucero; Mr. James Matteson; Mr. Daniel Peaches; Mr. Derrick Leslie.

Governing Board Member Present by Phone:

Governing Board Member Absent: Mr. Elias Jouen.

Staff Present: President Mark Vest; Interim Vice President Rickey Jackson; Chief Business Officer (CBO) Maderia Ellison; Chief Information Officer (CIO) PJ Way; Recording Secretary to the Board Paul Hempsey.

Others Present: Kim Reed; Everett Robinson; Curtis Stevens; Paul Moffitt; Jonathan Lawrence; Kipp Welch; Mike Meeks; Jason LaBute; Tomi Gibbons; Joh Rogers; Jeremy Raisor; Renell Heister; Gail Campbell; Peggy Belknap; Betsyann Wilson; Ann Hess; Lauren Maestas; Amber Hill; Matt Weber.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Lucero called the meeting to order at 10:04 a.m. and led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Mr. Matteson moved to adopt the agenda as presented. Mr. Peaches seconded. **The vote was unanimous in the affirmative.**

Agenda Item 3: Call for Public Comment

None

Agenda Item 4: Reports

4.A. Financial Position - CBO Ellison

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

4.B. NPC Friends and Family – Director Wilson

Director Wilson addressed the Board and reported on recent activities, successes, and upcoming events for Friends and Family and invited Board members to attend a dedication ceremony, for the Dr. Jon Graf memorial, after the meeting.

Mr. Matteson asked what percentage of the total student body had some sort of financial support, whether financial aid, scholarships, etc. President Vest offered to bring any information that could be gathered to the January Board meeting.

4.C. Faculty Association

No Report.

4.D. Human Resources

Written Report.

4.E. NPC CASO

Written Report.

4.F. NPC Student Government Association

No Report.

Agenda Item 5: Consent Agenda

- A. November 20, 2018 Regular Board Minutes
- B. **Dual Enrollment Intergovernmental Agreements** between Navajo County Community College District and Blue Ridge USD.
- C. Curriculum Modifications:
 - i. Program Deletion of HUS AAS, CAS, CP Residential Child/Youth Care
 - ii. Program Modification of ATO AAS, CAS, CPs
 - iii. Program Modification of AAEC

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

Agenda Item 6: Old Business

None.

Agenda Item 7: New Business

7.A. Financial Aid Update

Jeremy Raisor, Director of Enrollment Services, addressed the Board and provided a verbal report on the ongoing changes in the Financial Aid area of the college and steps that were being implemented to improve the student experience. Director Raisor noted that processing time had improved, though it was a quieter time of the year for the office.

Mr. Leslie asked about the timeline for implementation for the software purchases. Director Raisor noted they had a start date in February 2019 with an implementation period of 60 days and testing period of 30 days to be ready to utilize for Fall 2019.

Mr. Leslie asked if the college would be offering year round Pell. Director Raisor noted that while year round Pell comes and goes it would be available this year and anyone that had completed a Free Application for Federal Student Aid (FAFSA) would be eligible.

7.B. Request to approve SPASC Priorities for 2018-2019

Interim Vice President Jackson addressed the board and asked for their approval of the Strategic Priorities for 2018-19 which they had reviewed at the November meeting, highlighting the individual Priorities and the person with Overall Responsibility for each.

Mr. Matteson commented that the Priorities were leaning heavily towards technology and asked how the college handles failures in technology, particularly with teaching environments. Interim Vice President Jackson noted that internal failures were a lot less common today than in the past but we were still dependent on external vendors which, when they have issues, the college may also be impacted. CIO Way offered an insight on the challenges involved and how the college was working internally and with the external partners to limit any outages.

Chair Lucero asked if there had ever been a push to include community colleges and universities one a unified system. CIO Way responded that he has been involved in multiple discussions to form consortiums and find improvements.

Mr. Matteson asked how the Board can be prepared for the impending visit from the Higher Learning Commission. President Vest responded that the Strategic Planning and Accreditation Steering Committee would have a standing item on the Board agenda, beginning January, which will address different aspects of the arguments and visit as well as the Board's role.

Mr. Matteson made a motion to approve the SPASC Priorities for 2018-2019 as presented. Mr. Leslie seconded. The vote passed upon a roll-call vote with Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

7.C. Request to Approve Anatomage Tables Purchase

CIO Way addressed the Board and reviewed the request to approve the purchase of two Anatomage clinical tables, at a total cost of \$113,990, through supplemental Title III funding.

Mr. Matteson asked what exactly the tables were. CIO Way and Interim Vice President Jackson provided a description of the table's capabilities and how the college envisioned their use in college programs.

Chair Lucero confirmed the locations the tables would be set up in as the Winslow and Show Low campus as well as the fact that grant funds would cover the entire cost.

Mr. Matteson asked what would happen if the distance system went down. Interim Vice President Jackson noted that the tables are standalone items and the students in the classroom would still be able to utilize them. However the hope is to use the equipment to broadcast images to multiple locations and have the Cisco equipment record that use, and this is the main purpose of the pilot program.

Mr. Matteson made a motion to approve the purchase of Anatomage Tables as presented. Mr. Leslie seconded. The vote passed upon a roll-call vote with Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

7.D. Request to Approve Multiyear EBSCO Contract

Interim Vice President Jackson reviewed the request to approve a multiyear EBSCO contract, which is the college's library database resource.

Mr. Matteson made a motion to approve the Multiyear Contract with EBSCO as presented. Mr. Leslie seconded. The vote passed upon a roll-call vote with Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

7.E. Request to Approve 2019-20 Budget Development Assumptions and Guidelines CBO Ellison reviewed the Budget Assumptions and Guidelines, for the 2019-20 budget cycle, with the Board.

Mr. Matteson made a motion to approve the 2019-20 Budget Development Assumptions and Guidlines as presented. Mr. Leslie seconded. The vote passed upon a roll-call vote with Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

7.F. Standards of Conduct Policy

President Vest reviewed a new Board Policy on Standards of Conduct noting that it will return to the Board at the January meeting as an action item.

7.G. Vision 2030 Report

Interim Vice President Jackson reviewed the information provided in the Vision 2030 report that was included in the Board Packet, noting the success and areas for improvement at the college.

Chair Lucero asked if we lost a lot of students, from our service area, directly to four-year institutions. President Vest offered some indirect measures which suggest that Navajo and Apache County's educational attainment rates are lower than others in the state showing less students attending four-year institutions.

Mr. Matteson asked how relevant most of this report was to the college considering the students we serve. President Vest responded that it was a very difficult process to come up with specific data sets that would work for every community college in the state as Maricopa was very different to NPC and we have to pay particular attention to the data sets that are relevant and important to us and work on areas we are weak in.

7.H. Enrollment Data from LCC

Interim Vice President Jackson reviewed the data gathered on Enrollment at the Little Colorado Campus in Winslow and particularly the nursing program.

Agenda Item 8: Standing Business

8.A. Strategic Planning and Accreditation Steering Committee (SPASC) Report No Report.

8.B. President's Report

President Vest informed the Board that 12 NPC students were nominated to the 2019 All USA/All-Arizona Academic Team and invited Board members to attend the luncheon to honor the recipients which will take place on Wednesday, February 27, 2019.

8.C. **DGB Agenda Items and Informational Needs for Future Meetings** Students receiving financial support while attending NPC.

Agenda Item 9: Board Report/Summary of Current EventNone.

Agenda Item 10: Announcement of Next Regular Meeting: Regular District Governing Board meeting on Tuesday, December 18, 2018

Agenda Item 11: Adjournment

The meeting was adjourned at 11:22 a.m. upon a motion by Mr. Matteson, a second by Mr. Peaches. The vote passed upon a roll-call vote with Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

Respectfully submitted,

Paul Hempsey Recording Secretary to the Board

Navajo County Community College District Governing Board Meeting Minutes

December 18, 2018 – 9:15 a.m.

Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Mr. Frank Lucero; Mr. James Matteson; Mr. Daniel Peaches; Mr. Derrick Leslie.

Governing Board Member Present by Phone:

Governing Board Member Absent: Mr. Elias Jouen.

Staff Present: President Mark Vest; Chief Business Officer (CBO) Maderia Ellison; Interim Vice President for Learning and Student Services (VPLSS) Rickey Jackson; Recording Secretary to the Board Paul Hempsey.

Others Present: Kim Reed; Everett Robinson;

Agenda Item 1: Board Self-Evaluation

Board members conducted a self-evaluation on their effectiveness with powers and duties of the Governing Board, utilizing the evaluation instrument specified in Board Policy.

The Board then discussed areas of possible weaknesses with President Vest and options for strengthening through training opportunities and better dialogue.

Respectfully submitted,

Paul Hempsey Recording Secretary to the Board

INTERGOVERNMENTAL AGREEMENT NORTHLAND PIONEER COLLEGE PROGRAMS AND SERVICES IN APACHE COUNTY

This Agreement is entered into on the xxxx day of xxxxxxxxx, 2019 pursuant to A.R.S. §11-951, et seq., between the following public agencies for joint exercise of their powers;

1. Apache County ("County")

2. Navajo County Community College District, doing business as Northland Pioneer College ("District").

Authority to carry on the activities included in this Agreement is found in the Arizona revised Statues as follows:

<u>AGENCY</u> <u>STATUTES</u>

County A.R.S. §15-1470 and A.R.S. § 11-201

District A.R.S. §15-1470

The purpose of this Agreement is to provide community college programs and services, in Apache County. District programs and services are defined by the NPC Strategic Plan, the District budget and the District's instructional and student services staffing capacity. This Agreement is authority for District to provide educational programs and services in Apache County through the strategic plan of the Apache County Higher Education Committee.

WHEREFORE, the parties agree:

- I. The Title of this Agreement is Intergovernmental Agreement, Northland Pioneer College Programs and Services in Apache County.
- II. This Agreement shall become effective on January 1, 2019. This Agreement shall continue to be binding upon all parties until June 30, 2021 unless terminated as provided in paragraphs XII and XIII. Amendment may be made only upon execution of written amendment signed by the parties hereto. The parties agree to negotiate in good faith in the future for the provision of post-secondary education services in Apache County. Termination shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining credit at the time of termination or notice thereof.
- III. The Apache County Higher Education Committee referenced herein is an appointed advisory committee established by the Apache County Board of Supervisors by separate policy. This advisory committee's responsibilities are inclusive of the duties referenced below.
- IV. The District and the County agree that the County will reimburse the District for educational programs and services; recognizing that the District will receive incremental revenue, which include tuition, fees, contractual fees, operating state aid, capital state aid, federal aid, grants that include Apache County services, and net NAVIT funding in addition to the fees provided pursuant to this Agreement, to make the District whole for costs incurred as a result of providing services to Apache County. Expenditures by the District on behalf of Apache County are recognized to include Direct Expenses, which include all expenses in Apache County locations for Apache County educational

programs and services; Indirect Expenses, which include incremental costs incurred in providing services to Apache County in the areas of institutional support, such costs to be assessed on an enrollment ratio basis; and Designated Expenses, which include institutional support expenses allocated on a basis other than enrollment. Attachment A summarizes the specific services District provides to County by department for Indirect Expenses designation. Attachment A is not intended to be exhaustive but describes the level of work appropriate in the Indirect Expense category. Attachment B is an overview of the data reporting that District will provide the Apache County Higher Education Committee; the attachment indicates types of data that will be reported on or before September 1st of each year with a joint meeting no later than September 15th.

- A. IGA Funds: The County will pay to District for the provision of programs and services \$600,000.00 each fiscal year, to be paid in two installments; the first payment of \$300,000.00 is due May 30th and the balance of \$300,000 due November 30th.
- B. IGA Supplemental Funds: Includes the compensation of the NPC/Apache County Coordinator and for the purchase of equipment, hardware and software which will be owned by the County but will be used, operated and maintained by the District pursuant to this Agreement in order to provide educational programs and services. The purchase of equipment, hardware and software are to be approved by the Apache County Higher Education Committee. Expenditures for operation and maintenance of equipment, hardware and software will be made by the District using the IGA Funds. Any equipment, hardware or software purchased with IGA Supplemental Funds that is intended to be connected through local area networks, wide area networks, or the internet to the District's resources must meet specifications of the District and must be connected to District communication systems to receive maintenance services. The IGA Supplemental Fund monies will be managed by an appointed NPC/Apache County Coordinator through the recommendation of the Apache County Higher Education Committee, and the approval of the County. Some portion of the supplemental funds may be distributed directly to the District for the provision of additional programming and services but only after recommendation of the Apache County Higher Education Committee and specific approval by the County and the District.
- C. At the end of each fiscal year the parties will conduct an analysis of the programs and services along with associated costs provided under this Agreement. The District will manage department and location budgets to stay within yearly budget limits. By February 15th of each year, the District will provide the County with an estimated analysis of services delivered and costs incurred thus far. At that time, or at any time, if estimated costs are forecasted to exceed the agreed upon IGA contribution by 5%, a planning meeting between the District and the County will be held to review the estimated overage and adjust services as needed. Based upon the final analysis of associated costs the parties will adjust, in the subsequent fiscal year, the billings and payments under the Agreement so that, as appropriate, the County will be credited for any overpayment under the Agreement or the District will be paid for any shortfall in reimbursement for costs.
- V. Educational programs and services will include general education courses offered in a cycle in Apache County that will allow a student to meet the Arizona General Education Curriculum requirements in two years using alternative delivery methods if on-site classes are not feasible. Career and Technical Education (CTE) Programs will include

- courses that will allow a student to complete the offered program certificate in a two year cycle. While District will make every effort to provide a two-year cycle of AGEC courses, student enrollment may affect each semester schedule of the academic year.
- VI. If this Agreement is terminated without approval of a subsequent equivalent Agreement within 180 days, property leased solely for the purposes of this Agreement shall be disposed of by not renewing leases on buildings or property used for this program. Property purchased or owned by either party will remain the property of that party.
- VII. Additional programs and services may be requested by the County in consultation with the District and after a cost estimate and feasibility analysis has been provided by the District to the County, which cost estimate and feasibility analysis will be provided to the County within 90 days of the County request in writing. The addition or deletion of programs, along with additional funding requirements, will be a matter of discussion and mutual agreement between County and District originating during needs assessment. Educational programs and services in Apache County will be consistent with appropriate governing statutes and regulations and will not jeopardize the accreditation status of the District with the Higher Learning Commission. Timelines for implementing programs and services changes will be based on the budget calendar of the District.
- VIII. The District shall offer approved community college credit and/or non-credit courses when facilities, equipment, qualified instructional staff and funds are available, as recommended by the District and Apache County Higher Education Committee. However, the payments described above are only for credit courses as required by A.R.S. §15-1470(F).
 - IX. The District will design non-credit courses and training with the goal of the programs becoming self-funding, however, the District and the County recognize the achievement of this goal may not be reached in a given fiscal year or Agreement period. The net cost of providing non-credit courses and training provided in Apache County through the NPC Community & Corporate Learning (CCL) Coordinator and the NPC Community Education Coordinator will be accounted for through a separate category for these programs. The Apache County Coordinator will be kept informed of all proposed and delivered business and industry training programs in Apache County by the NPC CCL Coordinator and the Apache County Coordinator will forward all requests for training to the NPC CCL Coordinator. The NPC CCL Coordinator and the Apache County Coordinator will annually prepare a written summary of business and industry training delivered in Apache County and present the summary to the Higher Education Committee and NPC administration.
 - X. Unless specifically agreed to by the County, the District agrees that all hiring committees formed to hire personnel for regular full-time positions specifically assigned to Apache County will be constituted of a majority representation from Apache County, which may include; one or more members of the Apache County Higher Education Committee, the NPC/Apache County Coordinator and/or an Apache County Center Manager. An exception will be made when hiring full time faculty where content experts are required.
 - XI. Minimum class sizes shall be determined by the Apache County Higher Education Committee so as to allow autonomy by the Committee in determining when an important class should be offered despite a potentially smaller class size. The Apache County Coordinator in conjunction with the NPC Vice President of Learning may cancel classes due to low enrollment.

- XII. This Agreement may be terminated by either party at the end of any fiscal year by providing written notice of the intent to terminate at least 60 days prior to the end of the then-current fiscal year.
- XIII. The parties acknowledge the applicability provisions of A.R.S. §38-511 which provides for the cancellation of contracts due to conflicts of interests.
- XIV. Each party agrees to indemnify and hold the other party harmless for any liability, cost or expense from claims arising from the negligence of the other party or its agents or employees arising under this Agreement. The District agrees to maintain casualty insurance naming the County as an additional insured, providing for replacement of any property which will become the County's upon termination of this Agreement. The District agrees to maintain liability insurance in the amount of \$1,000,000.00, naming the County as an additional insured, in order to protect the County from any liability arising from the District providing services under this Agreement. Any duty to indemnify under this Agreement shall be limited to such party's maximum insured liability.
- XV. The parties hereto agree that in the event of a conflict or dispute between them regarding the interpretation or implementation of this Agreement, that they will submit the matter to a qualified mediator to be agreed upon by the parties before filing any action in any court of this state or in federal court. The parties shall equally share the cost of the mediator; however, each party shall bear the costs of its presentation before the mediator, including attorney fees if the party desires to be represented by counsel at the mediation.
- XVI. Written notice shall be provided by sending the notice by first class mail to:

For the County:

Apache County Board of Supervisors P.O. Box 428 St. Johns, Arizona 85936

For the District:

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

Receipt of any notice shall be the date of deliver if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or three days from the date of postmark. The Parties agree to notify the other Party in advance and in writing of any change to that respective Party's notification of information.

IN WITNESS WHEREOF, the parties provide the following resolutions of approval:

Apache County, Arizona

Navajo County Community College District

By:	By:
By: Alton Shepard, Chairman Apache County Board of Supervisors	By: Mark Vest, President
Apache County Board of Supervisors	Northland Pioneer College
	form and is within the powers and authority granted
under the laws of this state to such public ag	gency.
By:	By:
By:Attorney for the County	By:Attorney for the District
Date:	Date:
ATTEST:	
R_{M}	R _V .
By: Ryan Patterson	By: Recording Secretary to
Clerk, Board of Supervisors	Navajo County Community College
2, 20014 01 5 op 41 1 10010	District Governing Board
Date:	Date:
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Attachment A Indirect services provided to Apache County students

Department #	Department Name	Services
3500	Library/Audio Visual Recruitment & HS	Provides a range of academic research resources and services. Resources includes books, eBooks, videos, print and online journals and newspapers, and access to computers and the Internet. Services include general reference and research assistance, information literacy instruction, circulation and account assistance, inter-campus and interlibrary loans and academic test proctoring, as well as copying, printing, and fax services. Direct supervision of center Library Media Technicians. Manage Library Department operations and proctored academic testing services. Responsible for ordering and procuring capital assets and supplies and originating purchase requisitions. Perform negotiation of vendor contracts, website maintenance, collection development/maintenance, maintenance of the College Archives (print and online), cataloging and processing, materials. Create/evaluate survey instruments. Provide training and create/manage training resources. Provide direct library services including information literacy instruction, reference/research, circulation, and computer assistance, interlibrary loan, printing, faxing, copying and proctoring of academic tests.
	Programs	Provide training and updates to high school staff, coordinate scheduling and enrollment processes with NPC deans, dual enrollment and NAVIT high school contacts; coordinate with NAVIT administration; provide placement testing services to local high schools; coordinate orientation and registration process for dual enrollment and NAVIT. Provide recruitment and program information to area high school students; participate in local recruitment fairs and programs; manage scholarships processes; identify and communicate with prospective students.
4025	Career Services	Coordination of career and job fairs with local employers, recruitment of local employers for job placement services, interview and resume building services, alumni program development, mentoring program development, coordination of internship activities with faculty, development of leadership and job skill seminars.
4150	Financial Assistance	Financial Aid Office provides services to all district wide locations to students, high school counselors and NPC Academic Advisors/staff. Services include assist potential students through the financial aid application process, determine eligibility and award eligible students, monitor and report to federal, state and local agencies. Provide a range of

		federal, state institutional scholarships, student employment and private financial aid assistance to students to meet their
4190	Registrar's Office	cost associated with a college education. Processing of course forms for scheduling, review of degree audits for graduation, review of transfer credit, creation and processing of official transcripts and enrollment documents, service for veterans, online and telephone registration, retention and review of official student records, training of center staff of registration processes.
5010	District Governing Board	Governance and policy matters. Oversite of financial and personnel issues.
5030	Office of the President	District Governing Board communication, meetings and records; HLC accreditation; Shared governance; Strategic Planning; Community Outreach; All-college Forums and video meetings; Annual Reports, Lobbying; management of external college relationships; college committee meetings; supervision of execution staff and SBDC. Assure compliance with all state and federal statutes and requirements.
5045	AVP, Chief Business Officer	Direct supervision of Center Managers and staff, Business Office, Operations and Maintenance, Small Business Development and all services connected to those departments. Oversight of all business and operational aspects of the institution including revenue and expenditure planning, budget development, risk management, financial reporting, state funding and operational concerns, contracts, purchasing. Liaison activities with Apache County Coordinator, legal counsel, district emergency management director.
5070	Information Services	Provide strategy, planning, project, and budget management for major information technology initiatives; Administer technical infrastructure units including Network Services, Technical Services, Administrative Systems Support; Manage data integration between systems; Manage the security of information; Perform auditing and monitoring of the security of the college's IT infrastructure; Provide support for the college's Enterprise Resource Planning/Student Information System, related databases, and reporting tools; Manage college data center; Maintain college-wide voice and data networks (wired and wireless, local area networks and wide area network); Provide internet access and security; Provide storage and processing capability for college applications; Maintain server infrastructure; Provide front–line support for software installation, maintenance, and repair of technology; Operate a help desk (Support Center) to accommodate student, faculty, and staff technology support needs; Manage the lifecycle replacement of all technology equipment and software; Support and monitor distance learning infrastructure.
5080	VP for Learning /Student Services	Direct supervision of academic deans and student services areas; administration of student code of conduct and student

		grievance processes, Community Outreach, direction of Instructional Council and strategic planning processes, student meetings, management of college scheduling and marketing efforts, coordination of college/NAVIT student activities, college orientation process oversight, graduation and completion ceremonies, oversight of all student services activities.
5100	Business Office	Responsible for accounting functions of the college including student billing, accounts payable, grant accounting and cash management, purchasing, bookstore, and printing & duplicating.
5110	Payroll	Process and distribute payroll for a; full-time staff, adjunct faculty, and temporary employees.
5200	Human Resources	Administer benefits for all full-time staff, adjunct faculty, and temporary employees. Provide hiring services and assistance for all open positions, including job posting, screening, interviewing, salary recommendations, contract preparation, benefits enrollment, etc. Provide other human resource services; i.e. employee relations, tracking, reporting, support, coaching, training, etc.
5350	General Institution	Property a liability insurance, legal review and resources, postage for institutional activities, tuition and fee waivers.
5550	Purchasing	Responsible for purchasing supplies, equipment and services for the entire college. Responsible for tracking new and existing capital assets including issuing asset tags and managing inventory.
5700	Printing and Duplicating	District-wide center for document handling services such as copying, scanning, laminating, binding, and printing of college materials.
5850	Institutional Effectiveness	Federal and State required reporting, ad hoc data requests. Research and survey support.
5920	Marketing & Public Relations	Production and mailing of class schedules and registration postcards. Production and supervision of www.npc.edu Production of press releases, radio, TV and newspaper ads for NPC programs and locations. Production and printing of program brochures, booklets and catalogs. Management of social media sites, email marketing, texting and student awards and spotlights.
6100	Operations and Maintenance	Supervision, scheduling, and training of maintenance staff. Oversight of facility and equipment issues.

Attachment B

Proposed Data Tables and Delivery Schedule for Apache County

Table 1.				
Enrollment in Ap	ache County by Co	ourse and Term (3 Y	rears)	
Term	Delivery Mode	Course Number	Course Name	Number of AC Students Enrolled at Census Date
Table 2.	nacha County Zin C	ladas Enrallina in N	Javaia County Courses by T	orm (2 Voors)
			Vavajo County Courses, by T	
Term	Zip Code	Course Number	Course Name	Number of AC Students Enrolled at Census Date
	1	1		1
T 11 2				
Table 3.	aracteristics of Apa	che County Student	te	
Term	Ratio of Male to	Ethnic	Age Distribution of AC	7
Term	Female Students	Proportions	Students	
Table 4.				
	sociate Degree Data	(3 Years)		
Term	Zip Code	Degree Type	Number of AC Students in Progress	Number of AC Students Completing
	l	l		1
T. 1.1. 5				
Table 5.	rtificate Data (3 Yea	are)		
Term	Zip Code	Certificate Type	Number of AC Students	Number of AC
Term	Zip Code	Cerumeate Type	in Progress	Students Completing
1	1	i		1

Policy 1000 Election of District Governing Board Members

Be it resolved that the Board delegates to the president of the college the authority to see that the procedures as outlined by the Navajo County Board of Supervisors are followed in the election of new Board members.

(Revised 10/07 • Reviewed 9/14 • Reviewed only 3/20/18)

Policy 1003 Member Absences from Board Meeting

The Association of Community College Trustees provides a perspective on board responsibilities and notes that ... " Effective boards form a cohesive group to articulate and represent the public interest, establish a climate of learning and monitor the effectiveness of the institution". Among the board's responsibilities, according to ACCT, are:

- Act as a unit
- Represent the community and serve the public good
- Establish policies to support the mission of the institution
- Employ, evaluate the College President
- Create a culture of evidence that monitors institutional performance.

The Higher Learning Commission, which accredits Northland Pioneer College, notes in its Criteria for Accreditation (CRRT.B.10.010) the following components and subcomponents of criteria regarding Governing Boards:

- 2.A. The institution operates with integrity in its financial, academic, personnel, and auxiliary functions; it establishes and follows policies and procedures for fair and ethical behavior on the part of its governing board, administration, faculty, and staff.
- 2.C.1. The governing board's deliberations reflect priorities to preserve and enhance the institution
- 2.C.2. The governing board reviews and considers the reasonable and relevant interests of the institution's internal and external constituencies during its decision-making deliberations.
- 2.C.4. The governing board delegates day-to-day management of the institution to the administration and expects faculty to oversee academic matters.
- 5.B.1. The governing board is knowledgeable about the institution; it provides oversight of the institution's financial and academic policies and practices and meets its legal and fiduciary responsibilities.

In order for the District Governing Board of Northland Pioneer College to function effectively and within the above best practice while ever mindful of the mission of the college and quality improvement, it is essential for District Governing Board members to attend all meetings unless prevented by illness or unforeseen and unavoidable circumstances. Absences from meetings must be excused by the Board Chair either prior or as soon as possible after such meeting is missed. If the Board Chair finds it necessary to be absent at a meeting, the Secretary to the board will function as the reporting individual. Board members should make every effort to attend a board meeting and can avoid unnecessary absences by connecting to the meeting telephonically.

For the purpose of this policy, board meetings include regular, study sessions and special meetings.

If a board member is absent, without excuse from the chair, 50% of meetings in a calendar year or 3 or more consecutive meetings (ARS §38-291), the board has the obligation to declare the board seat vacant and call for action, on the part of the Navajo County School Superintendent, to fill the board vacancy. The board's decision to declare a seat vacant due to unexcused absences must be conducted by voice vote.

(New 8/15/17 • Reviewed only 3/20/18)

Policy 1005 Vacancy Within District Governing Board

Vacancies shall be filled according to A.R.S. D 15-1441.E, which reads as follows:

Vacancies shall be filled by appointment by the county school superintendent for the unexpired term for the precinct where the vacancy occurs, except that if the unexpired term is two years or longer, the county school superintendent may do one of the following:

- 1. Make an appointment for a term which shall be until the next regular election for district board members, at which time a successor shall be elected to serve the unexpired portion of the term.
- 2. With the approval of the district board, leave the vacancy until the next regular election for governing board members, at which time a successor shall be elected to serve the unexpired portion of the term.

(Revised 4/21/92 • Reviewed only 3/20/18)

Policy 1007 Accreditation

It shall be the policy of Northland Pioneer College to conform to the fullest extent possible with the accreditation requirements and guidelines of the Higher Learning Commission. All employees shall be under a continuing duty to comply with accreditation requirements, as they arise.

(Revised 11/18/14 • Reviewed only 3/20/18)

Policy 1010 Conflict of Interest

No member of the Board shall directly or indirectly receive any compensation or derive any profit or gain by reason of his membership on said Board or by reason of services to the college district. (A.R.S. § 38-503 and § 15-323)

(7/15/74 • Reviewed 11/18/14 • Revised 3/20/18)

Policy 1015 District Governing Board Meetings: General Sessions

All meetings at which three (3) or more members of the Board are present shall be public meetings. All minutes of such meetings as are required by law shall be properly and accurately recorded and open to public inspection, except as provided by policy concerning executive sessions.

(Revised 4/21/92 • Reviewed 11/18/14 • Reviewed only 3/20/18)

Policy 1020 District Governing Board Meetings: Executive Sessions

Executive meetings may be held subject to the following conditions:

- 1. Such sessions will be called only for purposes as outlined in A.R.S. §38-431.03.
- 2. Such sessions shall not be used to defeat the purposes as set by state law.
- 3. Such executive sessions may be called only by a majority vote of the members of the Board.
- 4. No official action will be taken.

(Revised 9/21/04 • Reviewed 11/18/14 • Revised 3/20/18)

Policy 1030 Policy Creation and Review

It is the responsibility of the Board to provide leadership, guidance, and direction to govern the current and future affairs of the College. Toward this end, the Board deliberates and acts on matters of enduring significance to the College. Such actions, when approved by the Board, shall be articulated as statements of Board policy and shall be incorporated into a single, unified and comprehensive compilation of all Board policy statements.

- 1. When articulating policy, the Board shall strive for brevity, clarity and continued expression of a positive and future-oriented tone.
- 2. The Board may approve new Board policies or revise existing policies, with the exception of Board policies relating to employee wages, benefits or working conditions, at any meeting by action of a majority vote of the entire Board. Upon the request of any member, action shall be deferred for one meeting.
- 3. The Board, when approving new policies or revising existing policies related to employee wages, benefits, or working conditions, shall take action following a second reading of such policy.

It is intended that Board policies be living documents. Toward this end, all Board policies shall be reviewed on a regular basis to ensure that they continue to be pertinent. The president shall establish a procedure for the review and/or revision of Board policies.

(Revised 10/21/14 • Reviewed only 3/20/18)

Policy 1040 Insurance for District Governing Board Members

The Board authorizes the president, or designee, to develop and implement procedures to allow Board members, their spouses, and dependents, to participate in the college's plan providing health, accident, life, and disability benefits, in any or all parts, as they choose, and that is allowable. This policy incorporates by reference all provisions under A.R.S. § 15-1450B.1(d).

(New 11/14/95, Revised 8/17/04• Revised 3/20/18)

Policy 1050 Salary Schedule

The president is responsible for the development of procedures that will allow the Board and staff to develop Board-approved salaries.

(New 2/14/78 • Reviewed only 3/20/18)

Policy 1070 District Governing Board's Evaluation of President

The chair of the Board will assume the role of the president's supervisor for purposes of implementing the evaluation system. The material developed will be shared with the entire Board

(Revised $6/3/93 \cdot$ Reviewed only 3/20/18)

Policy 1075 District Governing Board's Self Evaluation

The Board will conduct a self-evaluation process annually in order to assess its effectiveness as a governing board, and individually as elected members. The District Governing Board, using the evaluation instrument, will conduct a Board self-assessment at the December District Governing Board meeting each year.

(Revised 11/18/14 - updated form 10/17/17 • Reviewed only 3/20/18)

Policy 1085 Powers and Duties of the District Governing Board

In order to carry out Board duties as outlined in A.R.S. D 15-1444, the Board shall elect such officers and adopt such rules governing its meetings and members, as it deems necessary. The Board will also determine duties and responsibilities of its members. (See Procedure 2035)

(Revised 10/12/99 - merged with former 1095 - Reviewed 9/14 • Reviewed only 3/20/18)

Policy 1086 District Administrative Headquarters

The District Administrative Headquarters shall be designated as the District Administrative address, as well as being the location for district functions as determined by the President.

(Revised 4/21/92 • Reviewed only 3/20/18)

Policy 1087 Definition of Decentralization

The Board is committed to providing the college programs, activities, and services throughout the service area via decentralization. Components of decentralization will include the following:

- 1. Designating campuses where enrollment, programming and related services are sufficient to fulfill all objectives of the college's mission.
- 2. Designating centers and course sites where enrollment, programming and related services are insufficient to fulfill all objectives of the college's mission.
- 3. Allowing campuses and centers to grow according to the unique changes and needs identified within their respective communities.
- 4. Since high cost programs and services may not be possible for all college locations, these programs may be limited to single sites. These would become magnet programs attracting students to them from throughout the service area.
- 5. The delivery of instructional and student services via alternative, flexible multiple modalities.
- 6. Some administrative services must be centralized to be cost effective.

(Revised 3/10/98 • Reviewed & Re-affirmed 3/17/15 • Reviewed only 3/20/18)

REQUEST TO APPROVE PROGRAM MODIFICATION FOR CONSTRUCTION TECHNOLOGY

Recommendation:

The Instructional Council recommends approval of the modification of the Construction Technology (CON) Associate of Applied Science (AAS), Certificate of Applied Science (CAS) and three Certificates of Proficiency (CPs). Details of the modifications are noted below.

Summary:

The suggested changes to the CON Program will add a certificate pathway for a Masonry CP. In addition, modifications were made to provide more electives, which will allow more flexibility for students. Proposed effective date will be Fall, 2019.

CIP Code: 46.0101

Construction Technology (CON)

The Construction Technology program emphasizes general residential and commercial construction by teaching basic hands-on skills applicable across a wide range of industrial and manufacturing processes. If you are thinking about a building trades career, consider these benefits of NPC's Construction Technology program:

- Highly qualified and experienced construction professionals provide instruction in small, personalized classroom and workshop settings.
- Hands-on classes take place in the Painted Desert Campus (Holbrook) NPC Skills Center. This state-of-theart facility is an ideal setting for learning construction skills basics.
- NPC tuition and fees are among the lowest in the entire state. And you may even qualify for federal grants to help defray your education-related expenses!
- OSHA-10 construction certification to prepare you for entry into the workforce is standard.
- Coursework is geared to fulfill the requirements of NCCER, the national agency for standardized construction training and credentialing. Successful completion provides a portable certification of skills that heightens employability in any location.

For more information regarding this program, contact the program chair at (800) 266-7845, ext. 7456 6236.

Cost & Time for Completion

The U.S. Department of Education requires NPC to annually publish cost and time for completion data on Career & Technical Education certificate programs.

You can access the current data online at www.npc.edu/construction.

Why Study Construction Technology?

The economic downturn that has slowed the construction industry in Arizona the past few years is easing. Prospects for the building trades are greatly improved and increasing every day! Now is the opportune time to learn construction technology skills that will serve you a lifetime.

At NPC, you'll find a degree program that emphasizes building fundamentals for any number of career fields including: masonry and concrete systems, framing, roofing, thermal and moisture protection, electrical, mechanical and plumbing systems. Effective communication and job success strategies are emphasized throughout the program.

Career Opportunities

According to the *U.S. Bureau of Labor Statistics*, entry-level construction positions in North Arizona nonmetropolitan area average nearly \$31,350 per year (May 2017). With experience in specialized areas of construction, salaries rise along with increases in skill and expertise. Some typical annual salaries for skilled construction workers in Arizona as listed by the BLS:

- Highway maintenance worker: \$38,120
- Cement masons /concrete finishers: \$47,180
- Carpenters: \$42,390Electricians: \$62,070
- Drywall and Ceiling Tile Installers: \$40,030
- First-Line Construction Supervisor: \$61,250

Bureau of Labor Statistics, U.S. Department of Labor, Occupational Outlook Handbook, 2017-18 Edition, May 2017.

Drafting (CP) • 21 credits

The <i>Drafting CP</i> is currently only available as a dual enrollment option at participating area high schools.
CON 102 Introduction to Construction Methods*
CON 111 Plan Reading and Employment* 3 credits
DRF 120 Technical Drafting I
DRF 130 Architectural Drafting I
DRF 150 AutoCAD I
DRF 230 Architectural Drafting II
DRF 250 AutoCAD II
Construction Technology (CP) ● 25 credits
CON 101 Jobsite Layout*
CON 102 Introduction to Construction Methods*
CON 111 Plan Reading and Employment* 3 credits
CON 120 Concrete and Masonry Systems*
CON 126 Framing Systems*
CON 145 Roofing, Thermal and Moisture Protection Systems*
CON 228 Electrical Systems*
CON 229 Plumbing and Mechanical Systems*
* NCCER Certified Course
Masonry (CP) • 26 credits
CON 101 Jobsite Layout*3 credits
CON 102 Introduction to Construction Methods*
CON 111 Plan Reading and Employment*

Construction Technology (CAS) • 31 credits Complete the Construction Technology CP25 credits
<u>PLUS</u>
Communications
Mathematics
Construction Technology (AAS) • 64 credits Complete the Construction Technology CAS31 credits
<u>PLUS</u>
General Education Courses
Discipline Studies
Electives
AND THESE
Core CoursesCON 140 Computer Applications in Construction3 creditsCON 200 Integrated Construction Management/Design Laboratory3 creditsCON 230 Sustainable Construction*3 creditsCON 263 Cost Estimating, Scheduling and Planning3 creditsCON 265 Construction Capstone Portfolio2 credits* NCCER Certified Course

REQUEST TO APPROVE PROGRAM MODIFICATION FOR GENERAL EDUCATION COURSE OPTIONS

Recommendation:

The Instructional Council recommends approval of the modification of the General Education Course Options, which affects all Associate Degrees at NPC, as well as Certificate of Applied Science (CAS) Degrees. Details of the modifications are noted below.

Summary:

The suggested changes to the General Education Course Options will add a Native American Literature course and a Comparative World Religions course, which will benefit our students by offering more choices and will likely be popular. In addition, a Computer Science Section was added, since CIS 105 is a part of the AGEC-B and is listed in several programs as part of the general education/discipline studies. Proposed effective date will be Fall, 2019.

CIP Code: 24 0102

General Education Course Options

Completion of the required general education course credits fulfills requirements for the Arizona General Education Curriculum (AGEC) for the Associate of Arts (AA), Associate of Arts in Early Childhood (AAEC), Associate of Arts in Elementary Education (AAEE), Associate of Business (ABus) and Associate of Science (AS) degrees. (see What is AGEC? – page 65)

Communications	
ENL 101 College Composition I	3 credits
UNLESS OTHERWISE NOTED IN A SPECIFIC CERTIFICATE OR DEGREE PROGRAM, completion of an	y one of the following courses
fulfills the Communications requirement for the second communications course for the Associate	
ENL 102 College Composition II (required for AGEC)	3 credits
ENL 109 Technical Writing	3 credits
SPT 110 Fundamentals of Oral Communications	3 credits
SPT 120 Public Speaking	3 credits
Mathematics	3-4 credits
UNLESS OTHERWISE NOTED IN A SPECIFIC CERTIFICATE OR DEGREE PROGRAM, completion of an	y one of the following
courses fulfills the Mathematics requirement for any Certificate of Applied Science (CAS) or Asso	ciate of Applied Science
(AAS) degree:	
‡ BUS 133 Business Mathematics	3 credits
‡ HES 101 Basic Technical Mathematics	
‡ MAT 101 Basic Technical Mathematics	
‡ MAT 103 Business Mathematics	3 credits

† MAT 100 Algebra I: Introductory	2 crodits
MAT 109 Algebra I: Introductory MAT 112 Algebra II: Intermediate	2 credits
MAT 125 Introduction to Statistics	
MAT 142 College Mathematics with Contemporary Applications	
MAT 152 Advanced Algebra	
MAT 161 Algebra-based Mathematicsfor Elementary School Teachers I	
MAT 162 Algebra-based Mathematics for Elementary School Teachers II	
MAT 189 Pre-Calculus Algebra/Trigonometry	
MAT 211 Technical Calculus	
MAT 221 Calculus I	
MAT 231 Calculus II	4 credits
MAT 241 Calculus III	
‡ These courses are NOT accepted for transfer credit by all three Arizona state public universities.	
Discipline Studies	
Arts and Humanities	6-9 credits
Select courses from at least two different disciplines, as listed under a specific degree.	
ART 101 Understanding Art	3 credits
ART 115 Art History I	3 credits
ART 116 Art History II	3 credits
ART 215 Native American Art	3 credits
ENL 220 World Literature I	3 credits
ENL 221 World Literature II	3 credits
ENL 224 English Literature I	3 credits
ENL 225 English Literature II	3 credits
ENL 230 American Literature I	3 credits
ENL 231 American Literature II	
ENL 234 Native-American Literature	
ENL 238 Women's Literature	
FDV 220 Film Aesthetics	
HUM 150 Humanities in the Western World I	
HUM 151 Humanities in the Western World II	
MUS 150 Music Appreciation	
MUS 250 World Music	
PHL 101 Introduction to Philosophy	
PHL 103 Introduction to Logic and Critical Thinking	
PHL 105 Introduction to Ethics	
PHL 150 Comparative World Religions	
SPT 130 Introduction to Theatre	
SPT 140 Principles of Drama	
SPT 150 Introduction to Film	
SPT 155 History of Television	3 credits
Computer Science	
CIS 105 Computer Applications and Information Technology	3 credits
Physical and Biological Science	
Select courses, as listed under a specific degree. Students may transfer either CHM 130 or CHM 15:	1, <u>but</u> <u>not</u> <u>both</u> ;
therefore, taking CHM 130 and CHM 151 will not satisfy the 8-credit requirement.	A 122
ANT 104 Biological Anthropology and Human Origins	
BIO 100 Biology Concepts	
BIO 105 Environmental Biology	
BIO 160 Introduction to Human Anatomy and Physiology	
BIO 181 General Biology I	
BIO 182 General Biology II	
CHM 151 General Chemistry I	
CHM 152 General Chemistry II	
GEO 111 Physical Geography	
GLG 101 Introduction to Geology I - Physical GLG 102 Introduction to Geology II - Historical GLG 102 Introduction GLG 102 Introducti	
PHY 113 General Physics I	
THE 113 SCHOLAR HYSICS L.	4 CIEUILS

PHY 114 General Physics II	4 credits
Social and Behavioral Sciences	6-9 credits
Select courses from at least two different disciplines, as listed under a	specific degree. (This applies to all transfer degrees,
select at least one asterisk (*) course to meet requirements for Conten	
Awareness.)	
*ANT 102 Cultural Anthropology	3 credits
ANT 120 Buried Cities and Lost Tribes	
ECN 211 Principles of Macroeconomics	3 credits
ECN 212 Principles of Microeconomics	3 credits
*GEO 110 World Regional Geography	3 credits
GEO 120 Human Geography	3 credits
HIS 101 World History: Prehistory to 1450 CE	3 credits
HIS 102 World History: 1450 CE to Present	3 credits
*HIS 105 U.S. History to 1877	3 credits
*HIS 106 U.S. History since 1877	3 credits
*HIS 155 Western Civilization to 1700	3 credits
*HIS 156 Western Civilization Since 1700	
HIS 201 History of Women in America	3 credits
POS 110 American Government	3 credits
PSY 101 Introduction to Psychology	3 credits
PSY 240 Developmental Psychology	3 credits
PSY 250 Social Psychology	3 credits
SOC 101 Introduction to Sociology	3 credits
SOC 121 Social Problems in America	3 credits
SOC 212 Sex and Gender in Society	3 credits
SOC 215 Ethnicity and Race	3 credits
SOC 225 Sociology of the Family	3 credits

REQUEST TO APPROVE PROGRAM MODIFICATIONS FOR COMPUTER INFORMATION SYSTEMS: COMPUTER INFORMATION SYSTEMS SOFTWARE & WEB DEVELOPMENT

Recommendation:

The Instructional Council recommends approval of the modifications of the Computer Information Systems (CIS) Computer Informations Systems and Software & Web Development Associate of Applied Science (AAS), Certificate of Applied Science (CAS) and Certificate of Proficiency (CP). Details of the modifications are noted below.

Summary:

The Bureau of Labor Statistics predicts that the most growth, over the next 10 years, in the computer field, will be in software development and cybersecurity. The changes/additions to CIS are designed to: 1) give our students more lucrative and relevant career options; 2) provide a more focused direction for our CIS department, while making it more viable and sustainable; 3) the Software & Web Development specialization replaces the Web Development & Graphic Design specialization that has been approved for deletion by the Instructional Council.

Proposed effective date will be Fall, 2019.

CIP Codes:

11.0101 Computer Information Systems 11.0202 Software & Web Development

Computer Information Systems (CIS)

Computer Information Systems Specialization

Nearly every kind of business organization relies on computing and computer technology to operate efficiently, and those organizations continue to adopt increasingly sophisticated technologies. Employers may train you in their business, but they expect you to know your "business" -- computer systems and how to develop them and keep them running smoothly. Northland's Computer Information Systems program provides knowledge and skills in the areas of computer programming languages, graphics in multimedia, digital media, hardware, networks, operating systems, productivity applications, database management, and information systems.

Commercial Graphics Fundamentals is a 12-credit course of study featuring graphics communication technology, and layout and design.

Career Opportunities

According to the **U.S. Bureau of Labor Statistics** (2017), employment of computer analysts, programmers and software engineers is projected to decline 8 percent, as U.S. workers compete for jobs against worldwide economies with lower salary costs. The average median salary for programmers and analysts in rural Arizona was \$88,700 in May 2017, but are generally higher in metropolitan areas.

Cost & Time for Completion

The U.S. Department of Education requires NPC to annually publish cost and time for completion data on Career & Technical Education certificate programs.

You can access the current data online at www.npc.edu/computer-information-systems.

Computer Information Systems (CP) • 18 credits

CIS 105 Computer Applications and Information Technology	3 credits
CIS 111 Introduction to Programming	
CIS 130 Information Security Fundamentals	
CIS 141 Managing and Maintaining Your PC I (A+)	
CIS 142 Managing and Maintaining Your PC II (A+)	
CIS 145 Network+ Certification Preparation	

Computer Information Systems (CAS) • 36 45 credits

PLUS	
CIS 105 Computer Applications and Information Technology	3 credits
CIS 111 Introduction to Programming	3 credits
CIS 125 Effective Communication with Digital Media	3 credits
CIS 141 Managing and Maintaining Your PC I (A+)	3 credits
CIS 142 Managing and Maintaining Your PC II (A+)	3 credits
CIS 150 Digital Culture	3 credits
CIS 161 Microsoft Operating Systems	3 credits
CIS 171 GNU Linux Operating System	3 credits
CIS 227 C# Programming	
CIS 245 Database Management and Concepts	
CIS 280 Systems Analysis and Design	3 credits

Communications	3 credits
ENL 101 College Composition I	3 credits

Computer Information Systems (AAS) • 64 credits

Complete the Computer Information Systems CAS......36 45 credits

PLUS

PLUS

General Education Courses	3 credits
Communications	3 credits

Select any course under the Communications General Education Course Options (for AAS Degrees) on page 62.

(CP) Certificate of Proficiency • (CAS) Certificate of Applied Science (AAS) Associate of Applied Science Degree

CIS Software and Web Development Specialization Software and Web Development (CP) • 18 credits Software and Web Development (CAS) • 45 credits Complete the Software and Web Development CP......18 credits **PLUS** CIS 217 JAVA Programming, Introductory **OR** CIS 225 Programming in C Language OR CIS 226 Programming in C++ 3 credits Select any course under the Mathematics General Education Course Options (for CAS and AAS Degrees) on page 62 EXCEPT for MAT 101, MAT 103, MAT 109 or BUS 133. Software and Web Development (AAS) • 64 credits Complete the Software and Web Development CAS.......45 credits **PLUS** Communications 3 credits Select any course under the **Communications** General Education Course Options (for AAS Degrees) on page 62.

(Select one course from the **Physical and Biological Sciences** and one course from either the **Arts and Humanities** or **Social and Behavioral Sciences** lists on page 62.)

Unrestricted Electives9 credits

(Choose from any unduplicated courses at the 100-level or above)

(CP) Certificate of Proficiency • (CAS) Certificate of Applied Science (AAS) Associate of Applied Science Degree

REQUEST TO APPROVE PROGRAM DELETIONS FOR COMPUTER INFORMATION SYSTEMS: NETWORK & PC SUPPORT WEB DEVELOPMENT & GRAPHIC DESIGN COMMERCIAL GRAPHICS

Recommendation:

The Instructional Council recommends approval of the deletion of the Computer Information Systems (CIS) Network & PC Support and Web Development & Graphic Design Associate of Applied Science (AAS), Certificate of Applied Science (CAS) and Certificate of Proficiency (CP), as well as the Commercial Graphics CP. Details of the deletions are noted below.

Summary:

Low enrollments in certain areas of CIS as well as limited resources within the department create the need to consolidate and reduce the the areas of specialization, making the program more viable for students and more sustainable. Courses that are part of these programs which are intended to prepare students for industry certifications (A+, Network+, and Security+) will be retained and used in other CIS programs. Commercial Graphics is only offered to Dual Enrollment students; and, the plan is to recreate this CP within the Film and Digital Video Department, where it will be a better fit. Proposed effective date will be Fall, 2019.

CIP Codes:

11.0901 Network & PC Support

11.0801 Web Development & Graphic Design

11.0803 Commercial Graphics Fundamentals

Computer Information Systems (CIS)

Network and PC Support Specialization

If you're interested in the development, maintenance and use of computer systems, software and networks, then information technology (IT) may be the career for you. A great way to start is by earning the industry-recognized A+ and Network+ certifications. These certifications verify to an employer that you can troubleshoot computer hardware and software issues, mobile devices, networking and security issues within varied operating systems.

NPC offers an 18-credit Certificate of Proficiency (CP) program that focuses on the information needed to pass the CompTIA A+ and Network+ exams. We also offer Security+ certification preparation as part of the Certificate of Applied Science (CAS). Our instructors are CompTIA certified so you can be sure they know what it takes to pass the tests. They'll carefully guide you through the topics covered by the examinations, as well as provide you with the valuable opportunity of obtaining an internship where you'll gain the recommended 135 hours of hands-on, real-world experience.

Once certified, you'll have a competitive edge when it comes to hiring and more opportunities within the field of IT. Computer systems and networks are continually being developed and enhanced, making IT a field of almost limitless opportunity. According to the U.S. Bureau of Labor Statistics, May 2017 nonmetropolitan northern Arizona entrylevel salaries average \$41,680 for certified IT support techs and \$50,690 for network-certified support technicians.

The demand for technology professionals will remain high as more and more computers, wireless networks, mobile devices and technologies are integrated into business. Certify your future by enrolling in NPC's Network & PC Support program.

Network and PC Support (CP) • 18 credits

BUS 231 Microsoft Office Level I3 c	redits
	redits
	redits
CIS 142 Managing and Maintaining Your PC II (A+)	redits
CIS 145 Network+ Certification Preparation	redits
CIS 147 PC Help Desk/Soft Skills3 c	redits

Network and PC Support (CAS) • 45 credits

Complete the Network and PC Support CP18 credits
<u>PLUS</u>
CIS 111 Introduction to Programming 3 credits
CIS 146 Security+ Certification Preparation 3 credits
CIS 148 Applied Networking3 credits
CIS 149 Wireless Networking3 credits
CIS 171 Linux Operating System3 credits
CIS 198 Internship3 credits
CIS 280 Systems Analysis and Design
Communications3 credits
ENL 101 College Composition I

Λ	Nathamatics 3 crad	utc
•	actientaties Steel	163
	Select any course under the Mathematics General Education Course Options (for CAS and AAS Degrees) on page	
	62 EXCEPT for MAT 101, MAT 103, MAT 109 or BUS 133.	

Network and PC Support (AAS) • 64 credits

Complete the Network and PC Support CAS45 credits
<u>PLUS</u>
General Education Courses3 credits
Communications
Select any course under the Communications General Education Course Options (for AAS Degrees) on page 62.
Discipline Studies7 credits
(Select one course from the Physical and Biological Sciences and one course from either the Arts and
Humanities or Social and Behavioral Sciences lists on page 62.)
Unrestricted Electives9 credits

(Choose from any unduplicated courses at the 100-level or above)

Web Development and Graphic Design Specialization

With the phenomenal growth of the Internet has come an equally astounding rise in the career fields of web page design and development. To better prepare you for these exciting careers, NPC has revamped this specialization to include training in both graphic design and web development. While the major driving force behind web page expansion has been e-commerce, it is now the rare institution, association, business or group that doesn't have a web page. In this rapidly expanding digital world, those organizations are looking for someone to provide them with polished, professional websites.

The Web Development and Graphic Design AAS prepares you for tasks ranging from creating web graphics to simple page building and web server administration to the methodologies used for systems analyses and design.

All design and development degrees and certificates include credit hours devoted to creating your professional portfolio.

Career Opportunities

If you are a creative person with technical aptitude, a career in the more technically specialized field of website development can pay handsomely. With a degree and a few years of experience, web developer salaries in Arizona average more than \$71,180 a year.

Bureau of Labor Statistics, U.S. Department of Labor, Occupational Outlook Handbook, 2017-18 Edition, SOC 15-1134, May 2017-

Cost & Time for Completion

The U.S. Department of Education requires NPC to annually publish cost and time for completion data on Career & Technical Education certificate programs.

You can access the current data online at www.npe.edu/web-design-development.

Graphic Design (CP) • 18 credits

ART 103 Basic Design	3 credits
CIS 113 Multimedia	
QR CIS 118 Graphics, Interactive and Animated	3 credits
CIS 116 Computer Photographic Imaging	3 credits
CIS 117 Two-Dimensional Computer Design	3 credits
CIS 119 Page Layout and Design	3 credits
CIS 298 Portfolio	3 credits
Web Development (CP) • 18 credits	
CIS 105 Computer Applications and Information Technology	3 credits
CIS 171 Linux Operating System	3 credits
CIS 187 Introduction to Web Development	3 credits
CIS 243 Database-Driven Web Sites	3 credits
CIS 250 Electronic Commerce	3 credits
CIS 260 Web Design Technologies	3 credits
Web and Graphic Design (CAS) • 48 credits	
Complete the Graphic Design CP	18 credits
Complete the Web Development CP	18 credits
PLUS	
CIS 125 Digital Media	3 credits
CIS 150 Digital Culture	3 credits
Communications	3 credits
ENL 101 College Composition I	3 credits
Mathematics	3 credits
Select any course under the Mathematics General Education Course Options (for CAS a	nd AAS Degrees) on page
62 EXCEPT for MAT 101, MAT 103, MAT 109 or BUS 133.	3 , 10-

Web and Graphic Design (∧∧S) • 64 credits

Complete the Web and Graphic Design CAS48 credits
<u>PLUS</u>
CIS 295 Applied Project for CIS3 credits
General Education Courses3 credits
Communications3 credits
Select any course under the Communications General Education Course Options (for AAS Degrees) on page 62.
Discipline Studies7 credits
(Select one course from the Physical and Biological Sciences and one course from either the Arts and
Humanities or Social and Behavioral Sciences lists on page 62.)
Unrestricted Electives3 credits
(Choose from any unduplicated courses at the 100-level or above)

Certificate of Proficiency (CP)

Commercial Graphics Fundamentals (CP) • 12 credits

CIS 115 Introduction to Graphic Communication Technology	. 3		edi	
CIS 116 Computer Photographic Imaging	. 3	cre	edi	its
CIS 117 Two Dimensional Computer Design	. 3	cro	edi	its
CIS 119 Page Layout and Design			edi	

REQUEST TO APPROVE PROGRAM MODIFICATIONS FOR BUSINESS STUDIES:

ABUS ACCOUNTING ENTREPRENEURSHIP MANAGEMENT AND LEADERSHIP MEDICAL OFFICE ADMINISTRATION MODERN OFFICE TECHNOLOGIES

Recommendation:

The Instructional Council recommends approval of the modifications of the Business Studies (BUS):

- Associate of Business (ABUS)
- Accounting, Entrepreneurship, Management and Leadership, Medical Office Administration, Modern Office Technologies Associate of Applied Science (AAS), Certificate of Applied Science (CAS) and Certificate of Proficiency (CP).

Details of the modifications are noted below.

Summary:

Benefits of the proposed changes include: 1) course number for Principles of Managerial Accounting was changed from BUS 121 to BUS 218, to make it less confusing for students; 2) in response to student requests, some one credit hour courses were merged together to create a three credit hour course, which helps with scheduling concerns; 3) the Modern Office Technologies AAS will allow for more unrestricted electives, providing students the ability to choose courses more applicable to their choice of career; 4) the AAS Specializations will now allow students an additional choice of a math course (MAT 142) and will clarify that BUS 133 can also be taken (course is cross-listed with MAT 103).

Proposed effective date will be Fall, 2019.

CIP Codes:

52.0201 ABUS, Accounting, Entrepreneurship, Management and Leadership, Modern Office 51.0711 Medical Office

Transfer Degree

Associate of Business (ABus) Degree

No matter what field you may decide to pursue, it is helpful to begin with an understanding of business. The Associate of Business (ABus) degree is the foundation for many careers and a way to gain an edge and the critical knowledge it entails.

The NPC Associate of Business degree is a transfer degree. The general education component of the ABus degree fulfills the Arizona General Education Curriculum (AGEC-B). When completed, the AGEC-B will transfer to the three Arizona public universities as a block that meets all lower division general education requirements. (see What is AGEC? – page 61)

NPC Requirements

The Associate of Business (ABus) degree requires a minimum of 64 course credits with a grade of "C" or better in all courses and a minimum cumulative grade-point average of 2.0 on a 4.0 scale.

Graduates must complete CIS 105 and at least 33 general education credits.

An 18-credit-hour business core provides foundational business knowledge, as recommended by the Arizona Transfer Committee. This will ensure that when students transfer to state universities they have the core courses that they need to be successful in their upper level businesses courses. Additionally, this business core will ensure that students who graduate with an ABus, and do not further their business education, can be successful in a business environment.

Some courses have placement requirements or prerequisites that may result in coursework beyond 64 credits. These courses, too, require a grade of "C" or better.

Associate of Business (ABus) • 64 credits

page 62 to satisfy the requirements of 36 general education credits.)

Completion of the 36 general education course credits fulfills requirements for the Arizona General Education Curriculum (AGEC-B) for the Associate of Business degree. (see What is AGEC? – page 61)

General Education Courses

Communications	6 credits
ENL 101 College Composition I	3 credits
ENL 102 College Composition II	
Mathematics	
MAT 221 Calculus I	4 credits
Or any mathematics course for which MAT 221 is a prerequisite	

Discipline Studies

Arts and Humanities	6 credits
(Select two courses from at least two disciplines from the list on page 62)	
Physical and Biological Science	8 credits
(Select two courses from the list on page 62)	
Social and Behavioral Sciences	6 credits
(Select two courses from at least two disciplines from the list on page 62. Make at least one selection an asteris	k (*) course to meet
requirements for Contemporary Global, International or Historical Awareness.)	
Computer Science	3 credits
CIS 105 Computer Applications and Information Technology	3 credits
General Electives Options	3 credits
(Select one additional unduplicated course from either the Arts and Humanities or Social and Behaviora	I Sciences lists on

Business Core	18 credits
BUS 121 Principles of Accounting — Managerial	3 credits

RUS 201 Ougantitative Methods	2 and die
BUS 201 Quantitative Methods BUS 206 Legal, Ethical, Global and Regulatory Environment of Business ‡	
BUS 217 Principles of Financial Accounting	
BUS 218 Principles of Managerial Accounting	
ECN 211 Principles of Macroeconomics	
ECN 211 Principles of Microeconomics	
‡ Direct Transfer Course to NAU; Elective Transfer Course to ASU, U of A	5 credits
+ birect Halister course to NAO, Elective Halister course to Aso, o of A	
ectives	10 credits
Successful completion of 10 credits of unduplicated university transferrable elective	ves, as described on page 59.
Accounting Specialization	
Accounting Fundamentals (CP) • 18 credits	
BUS 100 Introduction to Business	3 credits
BUS 103 Success on Your Job.	
BUS 122 Computerized Accounting with QuickBooks	
BUS 125 Payroll Accounting	
BUS 128 Microsoft Excel Applications for Business	
BUS 202 Professional Customer Service	
BUS 217 Principles of Financial Accounting	
Accounting (CAS) ● 30 credits	
omplete the Accounting Fundamentals CP	
,	
PLUS	
BUS 121 Principles of Accounting – Managerial	
BUS 218 Principles of Managerial Accounting	
BUS 123 Income Tax Procedures	
ommunications	
ENL 101 College Composition I	
BUS 133 or select Select any course under the Mathematics General Education C 62 EXCEPT for MAT 101, MAT 109, MAT 112 or MAT 125 or MAT 142.	
Accounting (AAS) • 64 credits	
omplete the Accounting CAS	30 credits
<u>LUS</u>	
eneral Education Courses	
ommunications	
Select any course under the Communications General Education Course Option EXCEPT for SPT 110 and SPT 120.	s (for AAS Degrees) on page 62
(Select one course from the Physical and Biological Sciences and one course from either Sciences lists on page 62.)	
ore Requirements	18 credits
NND	
BUS 185 Ethics in Management	
BUS 201 Quantitative Methods	3 credits
BUS 206 Legal, Ethical, Global and Regulatory Environment	2 cradits

BUS 210 Principles of Management ECN 211 Principles of Macroeconomics	
ECN 212 Principles of Microeconomics	
‡ Direct Transfer Course to NAU; Elective Transfer Course to ASU, U of A	
Unrestricted Electives	6 credits
(Choose from any unduplicated courses at the 100-level or above)	

Entrepreneurship Specialization

Entrepreneurship plays a vital role in the growth of the U.S. economy. The number of new business establishments (establishments that are less than 1-year-old in any given year) tends to rise and fall with the business cycle of the overall economy. The number of new establishments for the year ending in March 2010 was at the lowest level since data collection began in 1994. The U.S. Bureau of Labor Statistics reports a steady upward climb, with the number of new businesses established in 2015 at 679,072, less than 37,000 below the 2006 record of 715,734.

Since most entrepreneurs are self-employed, no median salary statistics are available from the BLS.

If you are considering starting your own business, consider contacting NPC's Small Business Development Center for a free consulation and assistance in contracting with governmental agencies or preparing Small Business Administration loan applications.

Cost & Time for Completion

The U.S. Department of Education requires NPC to annually publish cost and time for completion data on Career & Technical Education certificate programs.

You can access the current data online at www.npc.edu/entrepreneurship.

Entrepreneurship Fundamentals (CP) ● 19 credits

BUS 133 or select Select any course under the Mathematics General Education Course Option page 62 EXCEPT for MAT 101, MAT 109, MAT 112, or MAT 125 or MAT 142.	ons (for CAS and AAS Degrees) on
Mathematics	3 credits
Communications	
PLUS BUS 106 Techniques of Personal Finance BUS 210 Principles of Management	
Complete the Entrepreneurship Fundamentals CP	19 credits
BUS 220 Principles of Marketing BUS 240 Entrepreneurship (CAS) • 31 credits	
BUS 100 Introduction to Business BUS 105 Techniques of Supervision BUS 110 Small Business Management BUS 112 Fundamentals of Bookkeeping BUS 202 Professional Customer Service	

PLUS

Complete the Entrepreneurship CAS......31 credits

General Education Courses
Discipline Studies
<u>AND</u>
Core Requirements 15 credits BUS 122 Computerized Accounting with QuickBooks 3 credits BUS 128 Microsoft Excel Applications for Business 3 credits BUS 206 Legal, Ethical, Global and Regulatory Environment 3 credits of Business ‡ 3 credits
ECN 211 Principles of Macroeconomics
Unrestricted Electives
Management and Leadership Specialization • Management and Leadership Fundamentals (CP) • 22 credits BUS 202 Professional Customer Service
 Management and Leadership (CAS) • 31 credits
Complete the Management and Leadership Fundamentals CP
 Management and Leadership (AAS) • 64 credits
Complete the Management and Leadership CAS31 credits
PLUS General Education Courses

Discipline Studies (Select one course from the Physical and Biological Sciences and one course from either	
Social and Behavioral Sciences lists on page 62.)	
Core Requirements	15 credits
AND .	
BUS 105 Techniques of Supervision	
OR BUS 215 Principles of Retail Management	
BUS 121 Principles of Accounting – Managerial	
BUS 218 Principles of Managerial Accounting	3 credits
BUS 206 Legal, Ethical, Global and Regulatory Environment	
of Business‡	3 credits
CIS 105 Computer Applications and Information Technology	3 credits
ECN 212 Principles of Microeconomics	3 credits
‡ Direct Transfer Course to NAU; Elective Transfer Course to ASU, U of A	

Unrestricted Electives8 credits

(Choose from any unduplicated courses at the 100-level or above)

Medical Office Technologies

Specialization Administration

Medical office administrative assistants are multi-skilled individuals essential in providing clerical support for the running of an efficient and profitable medical practice. They ensure quality, accuracy, accessibility and security in both paper and electronic systems. Because they work in the health care field, medical office administrative assistants also need specialized inowledge knowledge about the types of various classification systems to code and categorize patient information for insurance reimbursement purposes, for databases and registries and to maintain patients' medical histories.

Employment of medical office administrative assistants is projected to grow 15 percent from 2014 to 2024, with a median annual salary in North Nonmetropolitian Arizona of \$39,880. The demand for health services professionals is expected to increase as the population ages.

Bureau of Labor Statistics, U.S. Department of Labor, Occupational Outlook Handbook, 2017-18 Edition, Medical Records and Health Information Technicians (SOC 29-2071 May 2017)

Cost & Time for Completion

The U.S. Department of Education requires NPC to annually publish cost and time for completion data on Career & Technical Education certificate programs.

You can access the current data online at www.npc.edu/MedicalOffice.

(CP) Certificate of Proficiency (CAS) Certificate of Applied Science (AAS) Associate of Applied Science Degree

Medical Office Technologies Administration Fundamentals (CP) • 18 22 credits

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Medical Office Technologies Administration (CAS)	• 29 32 credits
Complete the Medical Office Technologies Administration Fu	
CP	18 <mark>22</mark> credits
BUS 102 Proofreading Mastery	
BUS 227 Medical Coding	
ENL 101 College Composition I	
Mathematics BUS 133 or select Select any course under the Mathematics General Education Course Optio page 62 EXCEPT for MAT 101, MAT 109, MAT 112, or MAT 125 or MAT 142.	
Medical Office Technologies Administration (AAS)	• 64 credits
Complete the Medical Office Technologies Administration CA	S 29
D. L. G.	
<u>PLUS</u>	
General Education Courses	3 credits
Select any course under the Communications General Education Course Options (for AAS 62 EXCEPT for SPT 110 and SPT 120.	Degrees) on page
Select any course under the Communications General Education Course Options (for AAS	
Select any course under the Communications General Education Course Options (for AAS 62 EXCEPT for SPT 110 and SPT 120. Discipline Studies BIO 160 Introduction to Human Anatomy and Physiology	
Select any course under the Communications General Education Course Options (for AAS 62 EXCEPT for SPT 110 and SPT 120. Discipline Studies BIO 160 Introduction to Human Anatomy and Physiology	
Select any course under the Communications General Education Course Options (for AAS 62 EXCEPT for SPT 110 and SPT 120. Discipline Studies BIO 160 Introduction to Human Anatomy and Physiology	
Select any course under the Communications General Education Course Options (for AAS 62 EXCEPT for SPT 110 and SPT 120. iscipline Studies BIO 160 Introduction to Human Anatomy and Physiology	
Select any course under the Communications General Education Course Options (for AAS 62 EXCEPT for SPT 110 and SPT 120. iscipline Studies BIO 160 Introduction to Human Anatomy and Physiology	
Select any course under the Communications General Education Course Options (for AAS 62 EXCEPT for SPT 110 and SPT 120. Discipline Studies BIO 160 Introduction to Human Anatomy and Physiology	
Select any course under the Communications General Education Course Options (for AAS 62 EXCEPT for SPT 110 and SPT 120. iscipline Studies BIO 160 Introduction to Human Anatomy and Physiology	
Select any course under the Communications General Education Course Options (for AAS 62 EXCEPT for SPT 110 and SPT 120. Discipline Studies BIO 160 Introduction to Human Anatomy and Physiology	

Modern Office Technologies Specialization

Secretaries and administrative assistants perform routine clerical and administrative duties. They organize files, draft messages, schedule appointments and support other staff.

Graduates with basic office and computer skills usually qualify for entry-level positions. Although most secretaries learn their job in several weeks, many legal and medical secretaries require several months of training to learn industry-specific terminology. Executive secretaries usually need several years of related work experience.

Career Opportunities

Employment of secretaries and administrative assistants is projected to decline about 3 percent from 2014 to 2024. Many job openings will result from the need to replace workers who leave the occupation. Those with a combination of work experience and computer skills should have the best job prospects.

The nonmetropolitan north Arizona median annual wage for secretaries and administrative assistants was \$32,310 in May 2017.

Bureau of Labor Statistics, U.S. Department of Labor, Occupational Outlook Handbook, 2017-18 Edition, SOC 43-6014.

Cost & Time for Completion

The U.S. Department of Education requires NPC to annually publish cost and time for completion data on Career & Technical Education certificate programs.

You can access the current data online at www.npc.edu/Modern-Office-Technologies.

Modern Office Technologies Fundamentals (CP) • 18 credits

BUS 101 Business Grammar	1 credit
BUS 102 Proofreading Mastery	
BUS 103 Success on Your Job	
BUS 108 Basic Keyboarding and Document Processing	
BUS 144 Professional Office Skills	
BUS 155 Microsoft Word Level I	
BUS 182 Records Management	
BUS 202 Professional Customer Service	
CIS 103 Introduction to Windows	
BUS 203 Introduction to Business Communication	
Complete the Modern Office Technologies Fundan PLUS	
PLUS BUS 104 Developing Your Professionalism	1 credit
PLUS BUS 104 Developing Your Professionalism BUS 231 Microsoft Office Level I	
PLUS BUS 104 Developing Your Professionalism	
PLUS BUS 104 Developing Your Professionalism BUS 231 Microsoft Office Level I	1 credit3 credits
PLUS BUS 104 Developing Your Professionalism BUS 231 Microsoft Office Level I Communications	
PLUS BUS 104 Developing Your Professionalism BUS 231 Microsoft Office Level I Communications ENL 101 College Composition I	
PLUS BUS 104 Developing Your Professionalism BUS 231 Microsoft Office Level I Communications ENL 101 College Composition I Mathematics BUS 133 or select Select any course under the Mathematics General Educate	

General Education Courses......3 credits Communications......3 credits Select any course under the **Communications** General Education Course Options (for AAS Degrees) on page 62 EXCEPT for SPT 110 and SPT 120.

(Select one course from the **Physical and Biological Sciences** and one course from either the **Arts and** Humanities or Social and Behavioral Sciences lists on page 62.)

AND

Core Requirements	12 credits
BUS 105 Techniques of Supervision	
BUS 106 Techniques of Personal Finance	
BUS 111 Ten-Key Skill Mastery	1 credit
BUS 122 Computerized Accounting with Quickbooks	
BUS 128 Microsoft Excel Applications for Business	3 credits
BUS 203 Introduction to Business Communication	3 credits
Unrestricted Electives	10
(Choose from any unduplicated courses at the 100-level or above)	

Regular Meeting Agenda Item 8A January 15, 2018 Action Item

REQUEST TO ACCEPT THE FINANCIAL AUDIT AND SINGLE AUDIT REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2018

Recommendation:

Staff recommends accepting the Financial Statement and Single Audit reports for the fiscal year ended June 30, 2018. The audit opinions for both reports were "unmodified", which is positive.

Summary:

NPC's audits are conducted by the State of Arizona Office of the Auditor General (AG). The Office of the Auditor General sends staff to present the audit during this meeting and will:

- introduce its audit staff;
- provide an overview of their responsibilities and the audit process;
- review NPC's audit process and results; and
- review the Governance Letter associated with the audit.

NPC issues two separate reports related to its audits- the Comprehensive Annual Financial Report (CAFR) and the Single Audit - which were distributed electronically to the District Governing Board in November 2018 by the Office of the Auditor General and posted to the AG's website at https://www.azauditor.gov. Published copies of the Comprehensive Annual Financial Report (CAFR) and the Single Audit Report will also be provided to the District Governing Board at the January 2019 meeting.

The CAFR has also been submitted to the Government Finance Officers Association (GFOA) to be evaluated for the Certificate of Achievement for Excellence in Financial Reporting as it has been for the last five years.

The audited financial statements for the Northeast Arizona Training Center (NATC) and the NPC Friends and Family are incorporated into the CAFR; both entities received a "clean" audit and the reports reviewed with the District Governing Board in November 2018.

Preparing for the audit and the issuance of the financial statements is a large annual undertaking, but what really makes the audit successful year after year is the daily

commitment of all college departments and divisions to the internal controls and processes carefully put in place to ensure accuracy, efficiency and accountability.

NPC's Audit Reports include:

1. CAFR

- a. focuses on the financial audit and financial condition of the college
- b. two findings were identified related to IT resources and risk management, for which a corrective action plan has been deployed to address over the next two fiscal years

2. Single Audit Report

- a. focuses on compliance with federal financial awards
- b. no findings were identified

NPC received two IT findings, a reduction from last year's findings of four. With the ever-transcending changes in technology, IT resources have received increased attention throughout the state. Other community colleges and counties saw similar findings.

While there are only two findings, there are a multitude of policies and procedures developed that will be reviewed and adopted to address, correct and eliminate these concerns going forward.

The 2018 audit was completed and reports submitted ahead of the submission deadline established by the US Department of Education of March 31, 2019. The reports have been distributed to other external partners including the NPC Audit Committee.

Numerous individuals from various departments and divisions worked on the audit and the related reports and all deserve a heartfelt thanks: Business Office, IS, Financial Aid, HR, Records & Registration, Marketing, the Instruction Division and the President.

NPC acknowledges the significant and meaningful contributions of the Office of the Auditor General. They play an important role in the audit and continue to provide timely and professional work. We appreciate the working relationship we have with all members of the Auditor General's staff.

Navajo County Community College District, Holbrook, AZ









Comprehensive Annual Financial Report

Year Ended June 30, 2018





Navajo County Community College District

Holbrook, AZ

Comprehensive Annual Financial Report Year Ended June 30, 2018

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Introductory Section





EXPANDING MINDS • TRANSFORMING LIVES

November 9, 2018

Greetings! As the new president of Northland Pioneer College, it is my privilege to have been selected for this position. I can't imagine a better place and better people with whom to share this journey.

I applied for the presidency largely because of our students, staff and our communities. NPC is an important place to work because we get to change peoples' lives for the better. Not all Americans are blessed with the opportunity to have a demonstrably positive impact on the lives of their neighbors and friends – but we do, and I look forward to finding new and better ways to achieve that critical mission for NPC and the communities we serve. In the coming year we will strategize over how to build on the long, positive college history of serving northeastern Arizona. During this process, we will engage students, staff, and community members as we learn from the past and create a new future.

NPC has the smallest administrative staff of the state's 10 community college districts and remains committed to fulfilling the mission — to provide, support and promote lifelong learning. In doing so, we place our emphasis on education delivery, not overhead. Transparency in government is important to me and the college administration. We believe taxpayers deserve to know how Northland Pioneer College invests their tax dollars in providing services, and ensures proper accounting of all receipts and expenditures.

Northland Pioneer College began to issue a Comprehensive Annual Financial Report (CAFR) five years ago, to supplement the basic financial statements prepared by staff and audited by the Arizona Office of the Auditor General. Every CAFR since then has been recognized by the Government Finance Officers Association of the United States and Canada (GFOA) with Certificates of Achievement for Excellence in Financial Reporting, the highest form of recognition in the area of governmental accounting and financial reporting. This CAFR continues those high standards, demonstrating proper management of those public funds through transparent financial reporting.

In the coming months, we will move ahead with exciting changes including: streamlining the registration and enrollment process from admission to financial aid and payments; diversifying the methods and availability of courses, and maximizing scheduling efficiency to assist students in completing their personal and professional goals.

It is an honor and a blessing to enjoy the opportunity to serve our students and community and I hope to engage each and every member of this district in the exciting endeavors that lay ahead.

Sincerely,

Mark H. Vest

President, Northland Pioneer College

November 9, 2018

To the Citizens and District Governing Board of the Navajo County Community College District:

We are pleased to provide you with the Comprehensive Annual Financial Report (CAFR) of the Navajo County Community College District (also referred to as Northland Pioneer College, NPC, or the District), for the fiscal year ended June 30, 2018.

Arizona Revised Statutes requires community college districts to prepare annual financial statements and for those financial statements to be audited. The State of Arizona Office of the Auditor General audited the District's financial statements for the fiscal year ended June 30, 2018 and issued an unmodified opinion, indicating they believe the financial statements were fairly presented. See Independent Auditors' Report at page 13.

Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation including all disclosures rests with the District's management. To the best of our knowledge and belief, the enclosed data are accurate in all material respects and are reported in a manner designed to present fairly the financial position and results of operations of the District. All disclosures necessary to enable the reader to gain an understanding of the District's financial activities have been included.

Management is responsible for establishing and maintaining internal controls designed to ensure that assets are protected from loss, theft, or misuse, and to ensure that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles. The District's framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement so that the cost of the internal controls does not outweigh the benefits.

The Management's Discussion and Analysis (MD&A) immediately follows the Independent Auditors' Report and provides a narrative overview and analysis of the basic financial statements. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it.

REPORTING ENTITY

The District is an independent reporting entity within the criteria established by Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB). In accordance with GASB Statement No. 14, 39 and 61, the financial reporting entity consists of a primary government and two component units, NPC Friends & Family and Northeast Arizona Training Center (NATC). The District is a primary government because it is a special-purpose government that has a separately elected governing body, is legally separate, and is fiscally independent of other state and local governments. The financial activity of NPC Friends and Family and NATC are discretely presented as component units of the District. The District is not included in any other governmental financial reporting entity.

INSTITUTIONAL PROFILE

The District is a comprehensive community college providing services in northeast Arizona. It offers postsecondary degrees in over 63 occupational programs and specialty areas of study and offers lower division general education courses that are transferrable to a university for a degree. It has one of the lowest tuition rates in the state.

As a political subdivision of the State of Arizona, the District is subject to the oversight of its Governing Board which is comprised of five elected members representing each of the five districts of Navajo County. These members are elected for six-year terms on a staggered basis. The District's Governing Board is granted full authority by Arizona Revised Statutes to manage the business and educational needs of the District. The administrative staff of the District, led by the President, is responsible for the operation and administration of all District functions.

History and Service Area – Established in 1972, the District first enrolled students starting with the fall semester of 1974. The District serves Navajo and Apache counties, an area of 21,158 square miles with a 2010 U.S. Census Bureau population of 178,967. The Navajo, Hopi, and White Mountain Apache Indian Reservations occupy more than 66 percent of the total land in the District's service area and account for 60 percent of the area's population.

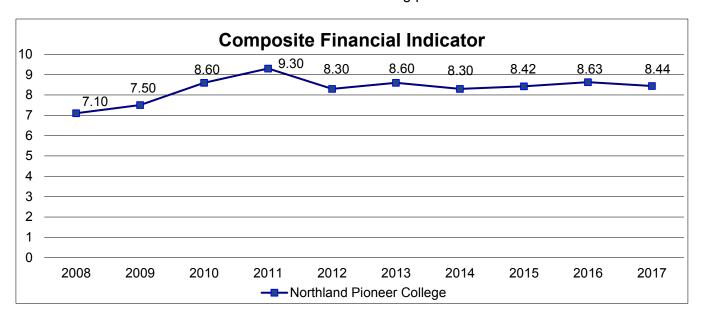
Campuses are located within four of the largest Navajo County communities of Holbrook, Show Low, Snowflake/Taylor and Winslow. Five center locations are located in Keams Canyon (Hopi), Kayenta, St. Johns, Springerville/Eager and Whiteriver. Central District Offices are located on the Holbrook Campus.

Staff and Student Demographics – Enrollment for the District fell slightly with fall 2017 5% lower than fall 2016. Of the 3,021 headcount 1,534 or 50% comprised students 19 years of age and younger. Full time students make up only 20% of the unduplicated headcount while the remaining 80% are part time attendees. The student per faculty ratio decreased by 12% in 2018 from 2017 and student per staff ratio also decreased by 6% with an average class size of 15, further indicating the District's commitment to student success. 55.3% of the student population is minority with 59% female majority.

Accreditation – In order to award college degrees and certificates, institutions of higher education must be evaluated by a nationally recognized accrediting agency. The Higher Learning Commission (HLC) of the North Central Association of Colleges and Schools is charged with evaluating the District. The District is proud to report having passed the most recent (2010) evaluation with unqualified approval of every area of college operations. The HLC currently has revised its 10-year evaluation schedule to one that continuously monitors excellence of operational and educational standards. This new model ensures the District's students of an upto-date, nationally recognized and accredited educational experience. The District is preparing for an upcoming re-accreditation visit in November 2019.

Accreditation Financial Ratios – On an annual basis the HLC requires member institutions to provide financial information. The information is used to calculate a Composite Financial Index (CFI) made up of four financial ratios, each one weighted differently. The CFI evaluates an institution's financial health; a CFI of 1.1 or higher indicates adequate financial health and requires no HLC review. The District's composite ratio for the years 2008 to 2017 was greater than 7.0 and for the last 8 years has been greater than 8.0. In 2015, the HLC requested the CFI be calculated with and without the new accounting and financial reporting guidelines for pensions adopted in 2015. The HLC recognized it would have a significant impact to the financials and

related indicators. The District's 2017 CFI including pensions was 8.37 and excluding pensions was 8.44. The chart below indicates the CFI excluding pensions for 2017.



REGIONAL ECONOMIC OUTLOOK

Navajo and Apache Counties continue to struggle in spite of other signs of state and national recovery. According to the Bureau of Labor Statistics, Arizona's unemployment rate for August 2018 was 4.6% which is lower than it was a year ago for the same period when it was 4.7% and is still higher than the nation's unemployment rate of 3.9% for August 2017. In Navajo County, the unemployment rate is up .3% from August 2017 at 7.6% for August 2018 and Apache County is still in the double digits at 10.5%, also an increase of .1% from prior year.

The District continues to see annual student enrollment using full time student equivalents mildly decrease. When comparing Fall 2017 to Fall 2016, the District had an enrollment decrease of 1% and comparing Spring 2018 to Spring 2017 there was an enrollment decrease of 4%. According to the National Student Clearinghouse Research Center enrollment decreased 1.7% for Fall 2016 and Spring 2017 2.5% for 2-year public institutions.

FINANCIAL POLICIES

The District adopted the Cash Reserve Policy and the Future Capital Reserve Policy in prior years and they had a significant impact on current financials. The Cash Reserve Policy recognizes the importance of maintaining adequate reserves in order to ensure financial and operational stability and requires the College to maintain unallocated cash levels equal to at least one (1) year of budgeted expenses. The Future Capital Reserve Policy recognizes the importance of maintaining adequate reserves to ensure future capital financial resources and to reduce the cost of capital acquisitions. These policies result in more than \$41 million set aside for financial stability of the District annually.

CURRENT MAJOR INITIATIVES

HLC Accreditation – The District continues to prepare for an upcoming HLC accreditation renewal visit slated for November 2019. In advance of that visit, working teams were established in 2017 for each of the five (5) criterion areas. This collaborative accreditation committee has

maintained steady and meaningful assessment, evidence gathering and establishment and argument development to support the re-accreditation discussion and presentation.

Strategic Plan - The District's redesigned strategic plan focuses on two priorities: improve student success by identifying and removing barriers and enhancing user experience with technology, while improving internal and external communications. The two priorities are supported by operational plans specifying activities, resources needed, timelines, and targeted outcomes desired. The strategic plan guides the college as it prioritizes and accomplishes the identified initiatives and manages limited resources.

Technology - An impressive \$1.4 million dollars has been invested in the college communication and connectivity network. Over the course of three (3) fiscal years, the District has replaced the microwave technology and created a much needed redundancy utilizing existing towers and new equipment. The implementation and completion of this project results in better quality and connections between campuses, further enabling the college to reduce barriers to learning and reach students at remote locations and campuses.

Transportation – The Strategic Planning Committee also developed and implemented a college-wide pilot program allowing students in remote locations to use college vehicles to attend lab courses that are prohibitive to offer at the campus or center closest to them. This initiative was undertaken with underutilized fleet vehicles and maximizes those resources while supporting student success.

Document Imaging - Recognizing that enhancing user experience and student success includes streamlining admissions, enrollment, registration and payment processes, the college has undertaken an electronic document storage and workflow process. A project team from highly impacted departments such as Registration, Financial Aid, Human Resources and the Business Office are moving this project forward methodically.

UPCOMING MAJOR INITIATIVES

Enrollment Management - Recognizing the trend in declining enrollment, the college has taken a proactive approach to student enrollment and recruitment. A committee was appointed in 2017 to address the challenges the college faces in attendance, persistence and completion and was tasked with revising the Enrollment Management document and developing an operational plan to accomplish those goals and activities identified. As a result of its work, the Enrollment Management planning team has defined a vision statement and a set of broad strategic goals.

Given the reality of a declining pool of potential traditional-age college students in the service area, coupled with local job scarcities that impact the appeal of training/certification for an adult student population, NPC must significantly shift the manner in which it fulfills its current mission statement. The college must:

- Restructure and modernize service and instructional delivery to retain a higher percentage of current students
- Refocus recruitment and marketing efforts around digital and social media platforms to meet potential students where they operate
- Re-engage campuses and centers in local communities to place the college at the center of those communities
- Pursue low-cost, high-yield enrollment opportunities that leverage the college's tuition price point as a competitive advantage

Identify and aggressively pursue partnership opportunities that reduce cost and create openings for new or expanded enrollment markets

The next steps include expanding these goals and identifying specific operational plans that will develop each into a reality, creating ownership, accountability and positive student impact.

Risk Management – Entity-wide risk assessment, including the Information Technology area, has been identified as a current and critical need at the college-wide level. This assessment and annual review protocol will aid in identifying, mitigating, planning and responding to a diverse variety of entity susceptible dangers.

Capital Improvements – The college has made a significant investment in its infrastructure and is committed to the upkeep and ongoing maintenance and replacement.

Technology has received concentrated focus over the last fiscal year and into the next few years as platforms evolve, students coming into the college are technology natives and require the same level of technology at the institution. This technology is also being used to reach more students at the dual enrollment level as well as in geographically separate locations, further broadening the reach of the college and systematically lessening the "education desert" designation that northeastern Arizona has been labelled.

Building and Infrastructure is another area in which the college is preparing to make significant investment as enrollment demographics shift and facilities depreciate and devalue. Plans include remodeling existing facilities and constructing new buildings estimated between \$15-20 million over the next several years to address specific campus and student needs.

FINANCIAL INFORMATION

Effective management of the District's funds through internal controls, budgetary controls, cash management, financial policies and fiscal reporting comprises the District's responsibilities for stewardship, safeguarding of assets, and accountability of resource providers. Additional information relating to the District's financial management can be found in the statistical section at the back of this report.

Internal Control – The District is responsible for establishing and maintaining a system of internal controls. Internal controls are designed to ensure reasonable, but not absolute assurance that the assets of the District are protected from loss, theft or misuse and that the accounting records used to prepare the financial statements are reliable and conform to generally accepted accounting principles. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived from that control element, and that the evaluation of costs and benefits requires estimates and judgments from management. All internal control evaluations occur within the above framework. The District believes the internal control structure adequately safeguards assets and provides reasonable assurance of proper recording of financial transactions.

Budgetary Controls - The District engages in an annual financial planning cycle that begins with the Strategic Plan. The Strategic Plan is a moving three-year plan that is updated annually and involves all levels of the organization - it identifies the strategic direction of the District and establishes operating goals in support of its mission and vision. The District maintains budgetary controls in the form of detailed balanced budgets and budget transfer restrictions by fund, department and account. On a monthly basis the District presents various financial reports to the District Governing Board including a report of revenues, expenditures and budgets by fund, a report on property tax receipts, cash flow position, and a narrative discussing budget deviations by fund. The objective of these budgetary controls is to ensure compliance with the annual budget and to fulfill the requirements of the District Governing Board's monitoring reports.

The District complies with Arizona Revised Statutes requiring that a report of the District's adopted budget be published annually based on the prescribed format established by the Office of the Auditor General. The District also complies with Arizona Revised Statutes regarding Truth in Taxation Notice and Hearing when the District's primary property tax levy is greater than the amount levied in the preceding year.

The District also demonstrates compliance by issuance of an annual budgeted expenditure limitation report that is examined by the Office of the Auditor General. The expenditure limitation calculation determines the maximum allowable expenditure supported by local revenues.

Cash Management - The District is governed by the Arizona Revised Statutes relating to overall investment of idle public funds. The fiduciary responsibility for such investments is entrusted to the District Governing Board and facilitated through the Chief Business Officer. The District invests idle funds in a prudent, conservative, and secure manner for the highest available yield, given cash flow constraints, as prescribed by Arizona Revised Statutes. The principal investment vehicles used during the fiscal year were the Navajo County Treasurer's investment pool and the Local Government Investment Pool (LGIP) managed by the Arizona State Treasurer. Both have provided the District with safe liquid investments.

Financial Reporting – The District has an automated financial accounting system that captures all financial transactions to prepare the audited financial statements, data for the CAFR, and to develop internal management reports for decision-making needs and to aid in the allocation of resources.

The CAFR for the District was formulated with data from several sources including District records and the Navajo County Finance, Treasurer's and Assessor's Offices. These statements present information on the financial condition of the District and whether resources were adequate to cover the costs of providing services during the reporting period. The District's CAFR is distributed to the District Governing Board and administrators, the State legislature, Federal and State agencies, and financial institutions as well as others throughout the general public.

INDEPENDENT AUDIT

The District is audited by Office of the Auditor General for the State of Arizona. The audit determines if the financial statements are free of material misstatements and ensures compliance with the Arizona Revised Statutes that require an annual audit of the District's financial statements. The Independent Auditors' Report is included in the financial section of this CAFR. The District received an unmodified opinion for the fiscal year ended June 30, 2018.

The District's component units, NPC Friends and Family and NATC, are audited by a local CPA. Both component units received unmodified opinions for the fiscal year ended June 30, 2018.

GFOA CERTIFICATE OF ACHIEVEMENT

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Navajo County Community College District for its comprehensive annual financial report for the fiscal year ended June 30, 2017. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal regulations.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

ACKNOWLEDGEMENTS

We express our appreciation to all those who assisted and contributed to the preparation of this report. Our deepest gratitude goes to the dedicated staff in the Business Office. We also express our appreciation to the State of Arizona Office of the Auditor General and the Navajo County Finance, Treasurer's and Assessor's Offices for their assistance with this report. Lastly, we thank the members of the District Governing Board and the President for their guidance and support in maintaining the financial stability of the District.

Respectfully submitted,

Maderia J. Ellison

Associate Vice President/Chief Business Officer

Amber L. Hill Controller

amber I. Hill



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Navajo County Community College District, Arizona

For its Comprehensive Annual Financial Report for the Fiscal Year Ended

June 30, 2017

Churtopher P Morrill

Executive Director/CEO

PRINCIPAL OFFICERS

As of June 30, 2018

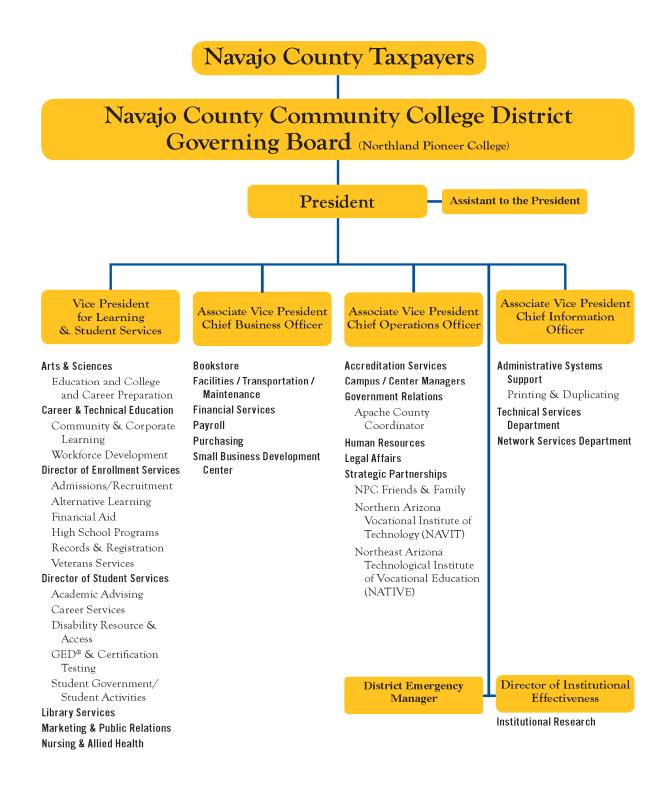
DISTRICT GOVERNING BOARD

Mr. Daniel Peaches, District 1
Mr. George Joe, District 2
Mr. Frank Lucero, District 3
Mr. James Matteson, District 4
Mr. Derrick Leslie, District 5

EXECUTIVE TEAM

Dr. Jeanne Swarthout, President
Mr. Mark Vest, Vice President for Learning & Student Services
Ms. Maderia J. Ellison, Associate Vice President, Chief Business Officer
Vacant, Associate Vice President, Chief Operations Officer
Mr. Philip J. Way, Associate Vice President, Chief Information Officer

ORGANIZATION CHART JUNE 30, 2018



MISSION

Northland Pioneer College provides, supports and promotes lifelong learning.

OUR SHARED VISION

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

OUR SHARED VALUES

NPC upholds the following Values

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

Financial Section





MELANIE M. CHESNEY
DEPUTY AUDITOR GENERAL

JOSEPH D. MOORE
DEPUTY AUDITOR GENERAL

Independent auditors' report

Members of the Arizona State Legislature

The Governing Board of Navajo County Community College District

Report on the financial statements

We have audited the accompanying financial statements of the business-type activities and aggregate discretely presented component units of Navajo County Community College District as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's responsibility for the financial statements

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

Auditors' responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the aggregate discretely presented component units. Those statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the aggregate discretely presented component units, is based solely on the other auditors' reports. We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. The other auditors did not audit the discretely presented component units' financial statements in accordance with *Government Auditing Standards*.

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

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

Opinions

In our opinion, based on our audit and the report of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and aggregate discretely presented component units of Navajo County Community College District as of June 30, 2018, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with U.S. generally accepted accounting principles.

Other matters

Required supplementary information

U.S. generally accepted accounting principles require that the management's discussion and analysis on pages 15 through 21, schedule of the District's proportionate share of the net pension liability on page 46, and schedule of District's pension contributions on page 47 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with U.S. generally accepted auditing standards, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The introductory and statistical sections listed in the table of contents are presented for purposes of additional analysis and are not required parts of the basic financial statements.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other reporting required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we will issue our report on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters at a future date. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Lindsey Perry, CPACFE

Auditor General

The discussion and analysis of the District's financial performance provides an overview of the District's financial activities for the year ended June 30, 2018. Please read it in conjunction with the transmittal letter which precedes this section and the District's basic financial statements, which immediately follow.

Basic Financial Statements

The District's annual financial statements are presented in accordance with U.S. generally accepted accounting principles prescribed by the Governmental Accounting Standards Board (GASB), the authoritative body for establishing Generally Accepted Accounting Principles (GAAP) for state and local governments, including public institutions of higher education. These standards permit public colleges and universities to use the guidance for special-purpose governments engaged in business-type activities. The standards allow for the presentation of the District's financial activity in a consolidated, single-column, entity-wide format. This format is similar to the type of financial statements typical of a business enterprise or not-for-profit organization. The basic financial statements consist of the following:

The Statement of Net Position reflects the financial position of the District at June 30, 2018. It shows the various assets owned or controlled, deferred outflows of resources, related liabilities and other obligations, deferred inflow of resources and the various categories of net position. Net position is an accounting concept defined as total assets plus deferred outflows of resources, less total liabilities and deferred inflows of resources, and as such, represent institutional equity or ownership in the District's total assets.

The Statement of Revenues, Expenses, and Changes in Net Position reflects the results of operations and other changes for the year ended June 30, 2018. It shows the various revenues and expenses, both operating and nonoperating, reconciling the beginning net position amount to the ending net position amount, which is shown on the Statement of Net Position described above.

The Statement of Cash Flows reflects the inflows and outflows of cash and cash equivalents for the year ended June 30, 2018. It shows the various cash activities by type, reconciling the beginning cash and cash equivalents amount to the ending cash and cash equivalents amount, which is shown on the Statement of Net Position described above. In addition, this statement reconciles cash flows from operating activities to operating loss on the Statement of Revenues, Expenses, and Changes in Net Position described above.

Financial Highlights and Analysis

Consistent with its mission, the District creates, supports and promotes lifelong learning. Major funding sources supporting all functions include property taxes, state appropriations, government grants and contracts, and tuition and fees. The District may exercise primary and secondary property tax levy authority for generation of funds used for operating, capital equipment, and debt retirement purposes.

The condensed financial information below highlights the main categories of the *Statement of Net Position*. Assets are distinguished as either current or noncurrent. Current assets are resources available to meet the District's operating needs. Other liabilities are made up of accounts payable, unearned revenues, and accrued payroll and employee benefits. Net position is divided into three categories reflecting the broad characteristics of institutional equity in the assets of the District. In addition to the District's capital assets, the District holds resources that external parties have restricted for specific

programs or purposes. The remaining net position is unrestricted but is dedicated to the District's primary mission. Over time, increases or decreases in net position may serve as a useful indicator of whether the District's financial position is improving or deteriorating.

Condensed Financial Information

The following is a listing of condensed financial information for the District as of June 30, 2018 and June 30, 2017:

Condensed Statement of Net Position—Primary Government

As of June 30		
2018	2017	% Change
		
\$ 60,869,148	\$55,739,150	9%
1,022,320	911,784	12%
39,379,263	<u>39,149,873</u>	1%
101,270,731	95,800,807	6%
2,319,098	3,927,126	-41%
2,156,740	2,214,532	-3%
19,234,566	21,030,904	-9%
21,391,306	23,245,436	-8%
2,302,480	3,265,538	-29%
39,379,263	39,149,874	1%
256,361	253,180	1%
•	•	19%
\$ 79,896,043	\$73,216,959	9%
	2018 \$ 60,869,148 1,022,320 39,379,263 101,270,731 2,319,098 2,156,740 19,234,566 21,391,306 2,302,480 39,379,263 256,361 40,260,419	2018 2017 \$ 60,869,148 \$55,739,150 1,022,320 911,784 39,379,263 39,149,873 101,270,731 95,800,807 2,319,098 3,927,126 2,156,740 2,214,532 19,234,566 21,030,904 21,391,306 23,245,436 39,379,263 39,149,874 256,361 253,180 40,260,419 33,813,905

Total assets increased \$5.5 million, or 6 percent, concentrated in current assets of \$5.1 million or 9 percent. Cash and investments made up \$5.0 million of the current assets increase due to the District's policy to preserve and maintain ample operational and capital cash reserves. Prepaid items increased \$.2 million, or 29 percent due to an increase in multi-year software license purchases.

Total noncurrent assets, other than capital assets increased 12 percent or \$.1 million due to the aging of student accounts receivable. Net capital assets increased \$.2 million or 1 percent and included \$.5 million increase in construction in process as the microwave communication redundancy plan continued and building improvements were completed at multiple locations; however, depreciation outpaced construction resulting in a \$.3 million offset.

Deferred outflows related to pensions decreased by 41 percent or \$1.6 million due largely to \$.8 million increase in a change in assumptions, \$.2 million change in projected and actual earnings of pension investment and changes in proportion and differences between employer contributions and share of proportionate contributions and a \$.6 million proportionate share of plan pension expense.

Total liabilities decreased \$1.9 million or 8 percent. Current Liabilities account for less than \$.1 million of the decrease. Non-current liabilities decreased \$1.8 million or 9 percent primarily due to a decrease in net pension liability of \$1.8 million.

Deferred inflows decreased by 29 percent or \$1.0 million due to the \$1.0 million change in proportion and differences between employer contributions and share of proportionate contributions.

Total net position increased \$6.7 million or 9 percent primarily in unrestricted net position which increased by \$6.4 million or 19 percent. This was accomplished with an increase in total revenues of \$.9 million or 3 percent offset by expenses decreasing \$1.0 million or less than 4 percent. The District continues to focus on cost reduction in all areas of operations. Net investment in capital assets increased \$.2 million or 1 percent resulting from depreciation accelerating faster than additional capital investment. The increase in net position will be added to operational and capital reserves to bolster current and future financial health and strategic initiatives.

The condensed financial information highlights the main categories of the Statement of Revenues, Expenses, and Changes in Net Position. Generally, revenues generated by the District from exchange transactions are considered operating revenues. Other revenues such as state appropriations, property taxes, and certain government grants are considered nonoperating revenues. In compliance with U.S. generally accepted accounting principles, scholarships applied to tuition and fees are recorded as an offset to operating revenues instead of being reported as an expense to the District.

The District shows an operating loss because the three largest revenue sources, property taxes, state appropriations, and government grants, are considered nonoperating revenues. Please refer to the Summary of Significant Accounting Policies (Note 1), which directly follows the presentation of the basic financial statements, for a description of the differences between operating and nonoperating revenues.

Depreciation expense is recorded in accordance with the adoption of the economic resources measurement focus. The construction and acquisition of capital assets, although budgeted and tracked as expenditures in the accounting system, are not reflected as expenses in these statements. Such transactions are instead capitalized and reported as assets, with the systematic depreciation of the costs expensed over the useful lives of the assets constructed or acquired.

Condensed Statement of Revenues, Expenses, and Changes in Net Position—Primary Government Year Ended June 30

	2018	2017	% Change
Revenues:			
Operating			
Tuition and fees, net	\$ 2,328,188	\$ 2,388,164	-3%
Government contracts	2,516,324	2,808,825	-10%
Bookstore income, net	8,549	12,231	-30%
Other	270,958	412,543	-34%
Total operating revenues	5,124,019	5,621,763	-9%
Nonoperating			
Property taxes	14,879,623	14,383,804	3%
State appropriations	8,690,200	8,041,200	8%
Government grants	3,921,699	3,800,723	3%
Private grants	326,482	381,230	-14%
Share of state sales taxes	471,721	474,310	-1%
Investment earnings	549,641	<u>279,951</u>	96%
Total nonoperating revenues	28,839,366	27,361,218	5%
Total revenues	33,963,385	32,982,981	3%
Expenses:			
Operating	\$27,242,192	\$28,232,323	-4%
Nonoperating	42,109	3,197	1217%
Total expenses	27,284,301	28,235,520	-3%
Increase in net position	6,679,084	4,747,461	41%
Total net position, July 1	73,216,959	68,469,498	7%
Total net position, June 30	\$79,896,043	\$73,216,959	9%

Total revenues exceed total expenses by \$6.7 million. The available funds will support future capital needs by setting aside resources as outlined in the District's *Future Capital Reserve* policy.

Total operating revenues decreased \$.5 million, or 9 percent. Government contracts decreased \$.3 million or 10 percent related to a decline in enrollment. Tuition and fees revenue decreased \$.1 million, or 3 percent due to a decline in enrollment. Discount tuition which was offered for Adult Basic Education classes starting with Fall 2014 and for all summer classes starting in 2015 continues. The District considered these tuition waivers essential in helping to provide economic relief to students who had barriers in attending college.

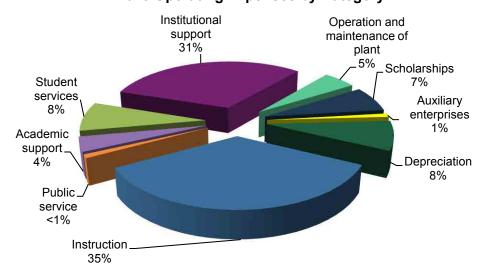
Total nonoperating revenues increased by \$1.5 million, or 5 percent. Property taxes increased \$.5 million over the prior fiscal year. Property tax revenues account for 44 percent of total revenues. The District saw an increase in state appropriations of \$.7 million, or 8 percent, which includes operating state aid, equalization aid and Science, Technology, Engineering, and Mathematics (STEM) funding. The District's state appropriations account for 26 percent of total revenues. Government grants increased 3 percent or \$.1 million largely due to spending in the Title III Technology Grant. Private grants decreased by 14 percent or \$.1 million in large part due to significant programs implemented by NPC Friends and Family for scholarships shifting to direct payment to students such as tuition waivers and reduced tuition.

Navajo County Community College District (Northland Pioneer College) Management's Discussion and Analysis Year Ended June 30, 2018

Investment earnings increased \$.3 million or 96 percent thanks to almost double the interest rate earned with the investment pool.

	2018	2017	% Change
Operating Expenses			
Educational and general:			
Instruction	\$ 9,555,790	\$ 9,592,910	0%
Public service	32,012	35,657	-10%
Academic support	1,042,887	1,087,234	-4%
Student services	2,068,628	2,161,513	-4%
Institutional support	8,484,090	8,204,043	3%
Operation and maintenance	1,481,875	2,270,571	-35%
Scholarships	2,000,677	2,133,721	-6%
Auxiliary enterprises	375,564	371,401	1%
Depreciation	2,200,669	2,375,273	-7%
Total operating expenses	27,242,192	28,232,323	-4%
Nonoperating Expenses			
Interest expense		1,574	-100%
Loss on disposal of asset	42,109	1,623	2495%
Total nonoperating expense	42,109	3,197	1217%
Total expenses	<u>\$27,284,301</u>	<u>\$28,235,520</u>	-3%

2018 Operating Expenses by Category



Total expenses declined by \$1.0 million overall due to cost savings and operational efficiencies. The District continues to focus on maintaining comprehensive and quality services to the students and the needs of communities in its service area while practicing responsible stewardship. The District has enjoyed the tenure of many experienced faculty and staff over the years and is experiencing an increase in employee retirements, causing an increase in vacancies. This along with a focused effort on facilities efficiency has resulted in a decrease in operations and maintenance of \$.8 million or 35 percent as well as depreciation decrease of \$.2 million or 7 percent.

While Instruction expenses held flat, Academic support observed a small decrease of 4 percent or less than \$.1 million due to staffing fluctuations. Student Services also experienced a slight decrease of 4 percent or \$.1 million.

The scholarship programs aim to help remove economic barriers to students encountering obstacles in attending college due to limitations on Pell Grant availability; decreasing family, community, and tribal resources; and rising costs for basic services and saw a decrease of 6 percent or \$.1 million as aid followed an enrollment decline.

Total net position increased by \$6.7 million or 9 percent.

Capital Assets and Debt Administration

The District has a rolling 3-year plan to manage capital needs; it sets aside a portion of its unrestricted net position to address these needs. In the upcoming year the District plans to spend \$11 million on capital assets.

Additional information on the District's capital assets can be found in Note 3.

The District currently has no long-term debt other than compensated absences and pension liabilities and does not anticipate acquiring new debt in the near future.

Current Factors Having Probable Future Financial Significance

The District has four primary revenues sources: property taxes, state appropriations, government grants and contracts, and tuition and fees.

The District has historically set the property tax levy at the maximum rate allowed by statute. The District set the property tax levy at the maximum rate allowed for fiscal year 2018 but the District Governing Board voted to remain within the 2 percent Truth in Taxation levy limit for 2019. Taxpayer opposition to increases in property taxes continues to grow especially with the stagnant local economy and declining assessed values in Navajo and Apache Counties.

Navajo County's largest taxpayer, Arizona Public Service is reducing its presence in the region, thereby reducing the assessed valuation of property within the District annually and laying off or re-assigning plant employees to other facilities out of district. The activity will result in a decline in property taxes, industrial client portfolio and employer base for the area. The declining tax base and inevitable loss of jobs and industry present additional financial challenges to overcome and plan for in the near future.

Overall state appropriations used to support the District's operations increased by \$.6, or 8 percent for fiscal year 2018 from fiscal year 2017. The District received equalization aid of \$6.7 million in fiscal year 2018, which was an increase of 9 percent from the prior year. STEM funding, previously known as capital appropriations, was \$.4 million in fiscal year 2018. Overall state funding has increased; however, with no expectation of remaining and possible elimination is always on the horizon.

Funding from external sources, including federal and local grants and contracts along with community and business partnerships, is important to the District. The District continuously pursues additional grant and partnership opportunities.

The District is in its third award year with a Title III grant from the U.S. Department of Education for \$1.4 million over a five-year period for its Technology to Advance Learning Outcomes at Northland (TALON) proposal. This project expands the dual credit program and continues to bring remote high school districts together through a distance learning environment to provide higher education credits and classes to underserved populations and regions of the District. As this grant ends in the next year, discussions are in process to expand and formalize this modality to maximize the educational footprint in our rural district.

The District also continuously evaluates its tuition and fee structure. The District is sensitive to the amount of increases it can implement based on the demographics of its service area. The District's service area covers approximately 21,158 square miles and is comprised of one of the poorest, most remote, and least populated areas in both Arizona and the United States. In-state tuition increased 3 percent, up \$2 from \$70 to \$72 per credit hour in fiscal year 2018. The District continues to offer the lowest tuition rate in the State.

Entity wide risk assessment and capital facilities improvements will be a concentrated focus this upcoming year. Cyber and personal security are in the forefront of District concerns in order to maintain and enhance employee safety and District exposure.

Streamlining the student admission, registration, payment and enrollment process tops the district's priorities as the Enrollment Management committee proceeds to implement those strategic activities related to growing student enrollment and enhancing student success and experience. Also involved in promoting student success is a focus on objectives that create a more user friendly financial aid process, a guided pathways model for coursework and fostering a more engaging learning environment will evolve as guiding pillars as the college plans for the future.

Requests for Information

This discussion and analysis is designed to provide a general overview of the Navajo County Community College District's finances for all those with an interest in such matters. Questions concerning any of the information provided in the basic financial statements or requests for additional information should be addressed to Administrative Services, Northland Pioneer College, PO Box 610, Holbrook, AZ 86025.

Separate financial statements are issued for Northland Pioneer College Friends & Family and Northeast Arizona Training Center, Inc., which are both discretely presented component units of Navajo County Community College District. Complete financial statements for component units can be obtained from Northland Pioneer College, PO Box 610, Holbrook, AZ 86025.

Navajo County Community College District (Northland Pioneer College) Statement of Net Position - Primary Government June 30, 2018

	Business-Type Activities
Assets	
Current assets:	
Cash and cash equivalents	\$ 58,156,821
Receivables (net of allowances for uncollectibles):	
Accounts	1,193,624
Property taxes	481,737
Student	424,997
Inventories	3,562
Prepaid items	608,407
Total current assets	60,869,148
Noncurrent assets:	
Restricted assets:	
Cash and investments	256,361
Property taxes receivable (net of allowances of \$90,000)	27,906
Student receivable (net of allowances of \$1,248,078)	738,053
Capital assets, not being depreciated	2,020,106
Capital assets, being depreciated, net	<u>37,359,157</u>
Total noncurrent assets	40,401,583
Total assets	101,270,731
Deferred Outflows of Resources Deferred outflows related to pensions	2,319,098
Liabilities	
Current liabilities:	
Accounts payable	436,963
Accrued payroll and employee benefits	331,515
Unearned revenues	1,092,798
Current portion of compensated absences payable	295,464
Total current liabilities	2,156,740
Noncurrent liabilities:	
Compensated absences payable	98,488
Net pension liability	19,136,078
Total noncurrent liabilities	19,234,566
Total Horiculterit liabilities	19,234,300
Total liabilities	21,391,306
Deferred Inflows of Resources	
Deferred inflows related to pensions	2,302,480
	(Continued)

Navajo County Community College District (Northland Pioneer College) Statement of Net Position - Primary Government June 30, 2018 (Concluded)

	Business-Type Activities		
Net Position			
Net investment in capital assets	\$ 39,379,263		
Restricted:			
Nonexpendable - endowments	12,414		
Expendable:			
Scholarships	243,947		
Unrestricted	 40,260,419		
Total net position	\$ 79,896,043		

Navajo County Community College District (Northland Pioneer College) Statement of Financial Position - Component Units June 30, 2018

	Friends &	Ariz	Northeast cona Training Center, Inc.	Total
Assets	_			
Cash and cash equivalents	\$ 120,377	\$	95,216	\$ 215,593
Restricted cash - savings	25,889			25,889
Investments:				
Marketable securities	295,573			295,573
Marketable securities - restricted	223,278			223,278
Real estate	8,000			8,000
Prepaid expense	,		12,797	12,797
Property and equipment,			,	,
net of accumulated depreciation			1,867,118	1,867,118
Total assets	\$ 673,117	\$	1,975,131	\$ 2,648,248
Net Assets				
Unrestricted	520,839		1,975,131	2,495,970
Temporarily restricted				
Permanently restricted	152,278			152,278
Total net assets	 673,117		1,975,131	2,648,248
Total liabilities and net assets	\$ 673,117	\$	1,975,131	\$ 2,648,248

Navajo County Community College District (Northland Pioneer College) Statement of Revenues, Expenses, and Changes in Net Position - Primary Government Year Ended June 30, 2018

	Business-Type Activities
Operating revenues:	
Tuition and fees, net of scholarship allowances of \$2,606,312	\$ 2,328,188
Government contracts	2,516,324
Bookstore income, net of scholarship allowances of \$26,187	8,549
Other sales and services	123,753
Other	147,205
Total operating revenues	5,124,019
Operating expenses:	
Educational and general:	
Instruction	9,555,790
Public service	32,012
Academic support	1,042,887
Student services	2,068,628
Institutional support	8,484,090
Operation and maintenance of plant	1,481,875
Scholarships	2,000,677
Auxiliary enterprises	375,564
Depreciation	2,200,669
Total operating expenses	27,242,192
Operating loss	(22,118,173)
Nonoperating revenues and expenses:	
Property taxes	14,879,623
State appropriations	8,690,200
Government grants	3,921,699
Private grants	326,482
Share of state sales taxes	471,721
Investment earnings	549,641
Loss on disposal of capital assets	(42,109)
Total nonoperating revenues and expenses	28,797,257
Increase in net position	6,679,084
Total net position, July 1, 2017	73,216,959
Total net position, June 30, 2018	<u>\$ 79,896,043</u>

Navajo County Community College District (Northland Pioneer College) Statement of Activities - Component Units Year Ended June 30, 2018

		C Friends & Family	Arizo	lortheast ona Training enter, Inc.		Total
Changes in Unrestricted Net Assets	_		_		_	
Contributions	\$	8,907	\$	1,500	\$	10,407
Memberships and usage fees		0.4		29,750		29,750
Interest income		64		5 500		64 5,500
Unrestricted Support Other income				5,500 1,054		5,500 1,054
Net investment return		10,553		1,004		10,553
Net special events revenue		69,881				69,881
•				27.004		
Total unrestricted support		89,405		37,804		127,209
Net assets released from restrictions		71,000				71,000
Total unrestricted revenues and support		160,405		37,804		198,209
Expenses:						
Program services		43,115				43,115
Support services		9,672		134,040		143,712
Total expenses		52,787		134,040		186,827
Increase (Decrease) in unrestricted net assets		107,618		(96,236)		11,382
Changes in Permanently Restricted Net Assets						
Contributions		73,821				73,821
Net assets released from restrictions		(71,000)				(71,000)
Net investment return		4,010				4,010
Increase in permanently restricted net assets		6,831				6,831
Expenses:						
Program services		2,500				2,500
Total expenses		2,500			-	2,500
Decrease in restricted net assets		4,331				4,331
Increase (Decrease) in net assets		111,949		(96,236)		15,713
Net assets, beginning of year	_	561,168	_	2,071,367		2,632,535
Net assets, end of year	\$	673,117	\$	1,975,131	\$	2,648,248

Navajo County Community College District (Northland Pioneer College) Statement of Cash Flows - Primary Government Year Ended June 30, 2018

		siness-Type Activities
Cash flows from operating activities:		
Tuition and fees	\$	2,328,836
Government contracts		2,946,132
Bookstore receipts		8,549
Other receipts		270,958
Payments to suppliers and providers of goods and services		(6,715,534)
Payments for employee wages and benefits		(17,876,551)
Payments to students for scholarships and loans		(1,998,572)
Net cash used for operating activities		(21,036,182)
Cash flows from noncapital financing activities:		
Property taxes		14,868,869
State appropriations		8,690,200
Government grants		3,529,943
Private grants		326,482
Share of state sales taxes		481,317
Net cash provided by noncapital financing activities	_	27,896,811
Cash flows from capital and related financing activities:		
Purchase and construction of capital assets		(2,472,170)
Net cash used by capital and related financing activities		(2,472,170)
Net cash used by capital and related illiancing activities		(2,472,170)
Cash flows from investing activities:		- 40 044
Interest received on investments		549,641
Net cash provided by investing activities		549,641
Net increase in cash and cash equivalents		4,938,100
Cash and cash equivalents, July 1, 2017		53,475,082
Cash and cash equivalents, June 30, 2018	\$	58,413,182
	((Continued)

Navajo County Community College District (Northland Pioneer College) Statement of Cash Flows - Primary Government Year Ended June 30, 2018 (Concluded)

	Business-Type Activities	
Reconciliation of operating loss to net cash		_
used for operating activities:	ф	(00 440 470)
Operating loss	\$	(22,118,173)
Adjustments to reconcile operating loss to net cash used for operating activities:		
Depreciation		2,200,669
·		2,200,000
Changes in assets, deferred outflows of resources, liabilities and deferred inflows of resources:		
Student accounts receivable		(179,815)
Prepaid items		(172,055)
Net pension liability		(1,798,805)
Accounts payable		(325,865)
Compensated absences payable		9,869
Unearned revenue		179,263
Accrued payroll and employee benefits		81,408
Accounts receivable		435,516
Inventories		6,836
Deferred inflows related to pensions		(963,058)
Deferred outflows related to pensions	_	1,608,028
Net cash used for operating activities	<u>\$</u>	(21,036,182)
Reconciliation of cash and cash equivalents,		
as presented on the Statement of Net Position:		
Cash and cash equivalents	\$	58,156,821
Restricted assets:		
Cash and cash investments	 	256,361
Total cash and cash equivalents, June 30, 2018	<u>\$</u>	58,413,182

Note 1 - Summary of Significant Accounting Policies

Navajo County Community College District's accounting policies conform to Generally Accepted Accounting Principles (GAAP) applicable to public institutions engaged only in business-type activities adopted by the Governmental Accounting Standards Board (GASB).

A. Reporting Entity

The District is a special-purpose government that a separately elected governing body governs. It is legally separate and fiscally independent of other state and local governments. The accompanying financial statements present the activities of the District (the primary government) and it's discretely presented component units, NPC Friends & Family, Inc., and the Northeast Arizona Training Center, Inc. (NATC).

NPC Friends & Family is a legally separate, tax-exempt organization. It acts primarily as a fund-raising organization that receives gifts and bequests, administers those resources, and disburses payments to, or on behalf of, the District for scholarships and other educational purposes. Although the District does not control the timing or amount of the receipts from NPC Friends & Family, its restricted resources can be used only by or for the benefit of the District or its constituents. Consequently, NPC Friends & Family is considered a component unit of the District and is discretely presented in the District's financial statements.

For financial reporting purposes, NPC Friends & Family follows the Financial Accounting Standards Board (FASB) standards for not-for-profit organizations. As such, certain revenue recognition criteria and presentation features are different from GASB revenue recognition criteria and presentation features. No modifications have been made to the NPC Friends & Family's financial information included in the District's financial report. Accordingly, those financial statements have been reported on separate pages following the District's respective counterpart financial statements. For financial reporting purposes, only NPC Friends & Family's statements of financial position and activities are included in the District's financial statements as required by GAAP for public colleges and universities. NPC Friends & Family has a June 30 year-end.

During the year ended June 30, 2018, NPC Friends & Family distributed \$29,184 to the District for both restricted and unrestricted purposes. Complete financial statements for them can be obtained from NPC Friends & Family, P.O. Box 610, Holbrook, AZ 86025-0610.

NATC is a legally separate, tax-exempt organization. It acts primarily as a certified regional training center to meet the educational and testing needs of fire and law enforcement professionals in Northeast Arizona. The enabling legislation for NATC calls for the District to exercise operating control over NATC. The voting members of NATC's Board of Directors are employees of the District and the District is able to significantly influence the programs, activities or level of services provided by NATC. Consequently, NATC is considered a component unit of the District and is discretely presented in the District's financial statements.

For financial reporting purposes, NATC follows the FASB standards for not-for-profit organizations. As such, certain revenue recognition criteria and presentation features are different from GASB revenue recognition criteria and presentation features. No modifications have been made to NATC's financial information included in the District's financial report. Accordingly, those financial statements have been reported on separate pages following the District's respective counterpart financial statements. For financial reporting purposes, only NATC's statements of financial position and activities are included in the District's financial statements as required by GAAP for public colleges and universities. NATC has a June 30 year-end.

Complete financial statements of NATC can be obtained from the Northeast Arizona Training Center, P.O. Box 610, Holbrook, AZ 86025-0610.

B. Basis of Presentation and Accounting

The basic financial statements include a statement of net position; a statement of revenues, expenses, and changes in net position; and a statement of cash flows.

A statement of net position provides information about the District's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position at the end of the year. Assets and liabilities are classified as either current or noncurrent. Net position is classified according to external donor restrictions or availability of assets to satisfy the District's obligations. Net investment in capital assets represents the value of capital assets, net of accumulated depreciation, less any outstanding debt incurred to acquire or construct the assets. Nonexpendable restricted net position includes gifts that have been received for endowment purposes, the corpus of which cannot be expended. Expendable restricted net position represents grants, contracts, gifts, and other resources that have been externally restricted for specific purposes. Unrestricted net position consists of all other resources, including those that have been designated by management to be used for other than general operating purposes.

A statement of revenues, expenses, and changes in net position provides information about the District's financial activities during the year. Revenues and expenses are classified as either operating or nonoperating, and all changes in net position are reported, including capital contributions and additions to endowments. Operating revenues and expenses generally result from exchange transactions. Accordingly, revenues such as tuition and bookstore charges, in which each party receives and gives up essentially equal values, are considered operating revenues. Other revenues, such as property taxes, state appropriations and government grants, result from transactions in which the parties do not exchange equal values and are considered nonoperating revenues. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. Other expenses, such as interest expense, are considered to be nonoperating expenses.

A statement of cash flows provides information about the District's sources and uses of cash and cash equivalents during the year. Increases and decreases in cash and cash equivalents are classified as operating, noncapital financing, capital financing, or investing.

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned, and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Property taxes are recognized as revenues in the year for which they are levied. State appropriations are recognized as

revenue in the year in which the appropriation is first made available for use. Grants and donations are recognized as revenue as soon as all eligibility requirements the provider imposed have been met. The District eliminates all internal activity.

The District's policy is to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

C. Cash and Investments

For the statement of cash flows, the District's cash and cash equivalents are considered to be cash on hand, demand deposits, cash and investments held by the County Treasurer, investments in the State Treasurer's Local Government Investment Pool, and highly liquid investments with a maturity of 3 months or less when purchased. All investments are stated at fair value.

D. Inventories

Resale inventory is stated at the lower of cost (first-in, first-out method) or market.

E. Capital Assets

Capital assets are reported at actual cost, or estimated historical cost if historical records are not available. Donated assets are reported at acquisition value.

Capitalization thresholds (the dollar values above which asset acquisitions are added to the capital asset accounts), depreciation methods, and estimated useful lives of capital assets reported in the financial statements are as follows:

	Capitalization Threshold	Depreciation Method	Estimated Useful Life
Land	All	Not applicable	Not applicable
Buildings	5,000	Straight-line	10 – 40 years
Improvements other than buildings	5,000	Straight-line	20 – 40 years
Intangibles	5,000	Straight-line	10 – 40 years
Equipment	5,000	Straight-line	5 – 10 years
Library books	All	Straight-line	10 years

F. Deferred Outflows and Inflows of Resources

The statement of net position includes separate sections for deferred outflows of resources and deferred inflows of resources. Deferred outflows of resources represent a consumption of net position that applies to future periods that will be recognized as an expense in future periods. Deferred inflows of resources represent an acquisition of net position that applies to future periods and will be recognized as revenue in future periods.

G. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the pension plan's fiduciary net position and additions to/deductions from the plan's fiduciary net position have been determined on the same basis as they are reported by the plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

H. Investment Earnings

Investment earnings are composed of interest, dividends, and net changes in the fair value of applicable investments.

I. Scholarship Allowances

A scholarship allowance is the difference between the stated charge for goods and services the District provides and the amount that the student or third parties making payments on the student's behalf pays. Accordingly, some types of student financial aid, such as Pell grants and scholarships the District awards, are considered scholarship allowances. These allowances are netted against tuition and fees revenues and bookstore income in the statement of revenues, expenses, and changes in net position.

J. Compensated Absences

Compensated absences payable consists of vacation leave employees earned based on services already rendered.

Employees may accumulate up to 224 hours of vacation depending on years of service, but they forfeit any unused vacation hours in excess of the maximum amount at the end of August each year. Upon terminating employment, the District pays all unused and un-forfeited vacation benefits to employees. Accordingly, vacation benefits are accrued as a liability in the financial statements.

Employees may accumulate up to 1040 hours of sick leave. Generally, sick leave benefits provide for ordinary sick pay and are cumulative but employees forfeit them upon terminating employment. Because sick leave benefits do not vest with employees a liability for sick leave benefits is not accrued in the financial statements.

Note 2 - Deposits and Investments

Arizona Revised Statutes (A.R.S.) requires the District to deposit special tax levies for the District's maintenance or capital outlay with the County Treasurer. A.R.S. does not require the District to deposit other public monies in its custody with the County Treasurer; however, the District must act as a prudent person dealing with another's property when making investment decisions about those monies. A.R.S. requires collateral for deposits at 102 percent of all deposits not covered by federal depository insurance. A.R.S. does not include any requirements for credit risk, concentration of credit risk, interest rate risk, or foreign currency risk for the District's investments.

Deposits—At June 30, 2018, the carrying amount of the District's deposits was \$2,500,934, and the bank balance was \$2,939,531. The District does not have a policy for custodial credit risk.

Investments—The District's investments at June 30, 2018, were as follows:

External investment pools measured at fair value	Amounts
State Treasurer's investment pool 5	\$18,496,097
County Treasurer's investment pool	37,411,371
Total investments measured at fair value	\$55,907,468

Investments in the State Treasurer's investment pools are valued at the pool's share price multiplied by the number of shares the District held. The fair value of a participant's position in the pools approximates the value of that participant's pool shares. The investment in the County Treasurer's pool is valued using the District's proportionate participation in the pool because the pool's structure does not provide for shares. The State Board of Investment provides oversight for the State Treasurer's investment pools. No comparable oversight is provided for the County Treasurer's investment pool.

Credit Risk—The District does not have a formal policy for credit risk. At June 30, 2018, credit risk for the District's investments was as follows:

Investment Type	Rating	Rating Agency	Amount
State Treasurer's investment pool 5	AAAf/S1+	Standard and Poor's	\$18,496,097
County Treasurer's investment pool	Unrated	Not applicable	<u>37,411,371</u>
Total			<u>\$55,907,468</u>

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

Concentration of Credit Risk—The District does not have a formal policy for concentration of credit risk.

Interest Rate Risk—The District does not have a formal policy for interest rate risk. At June 30, 2018, the District had the following investments in debt securities:

		weighted Average
Investment Type	Amount	Maturity
State Treasurer's investment pool 5	\$18,496,097	1.08 months
County Treasurer's investment pool	<u>37,411,371</u>	14.42 months
Total	\$55,907,468	

A reconciliation of cash, deposits, and investments to amounts shown on the Statement of Net Position follows:

Cash, deposits, and investments:			Statement of Net Position:	
Cash on hand	\$	4,780	Cash and cash equivalents	\$58,156,821
Amount of deposits	2,	500,934	Restricted assets:	
Amount of investments	<u>55,</u>	907,468	Cash and investments	256,361
Total	\$58.	413,182	Total	\$58,413,182

Note 3 - Capital Assets

Capital asset activity for the year ended June 30, 2018, was as follows:

	Balance July 1, 2017	Increases	Decreases	Balance June 30, 2018
Capital assets not being depreciated:				
Land	\$ 757,173		\$ 47,882	\$ 709,291
Construction in progress	761,036	\$ 671,685	121,907	1,310,814
Total capital assets not being				
depreciated	1,518,209	671,685	169,789	2,020,105
Capital assets being depreciated:				
Buildings	41,867,230	1,207,154	94,374	42,980,010
Equipment	7,166,866	739,302	97,475	7,808,693
Improvements other than buildings	10,474,627	26,636		10,501,263
Library books	604,954	56,832	<u>69,114</u>	592,672
Total capital assets being				
depreciated	60,113,677	2,029,924	260,963	61,882,638
Less accumulated depreciation for:				
Buildings	13,921,211	1,078,315	2,359	14,997,167
Equipment	4,523,999	719,470	87,727	5,155,742
Improvements other than buildings	3,728,982	351,632		4,080,614
Library books	307,820	51,253	<u>69,114</u>	289,959
Total accumulated depreciation	22,482,012	2,200,670	159,200	24,523,482
Total capital assets being				
depreciated, net	<u>37,631,665</u>	(170,746)	101,763	37,359,156
Capital assets, net	<u>\$39,149,874</u>	\$ 500,939	<u>\$271,552</u>	\$39,379,261

Note 4 - Construction Commitments

As of June 30, 2018, the District had entered into a contract for a District-wide microwave tower and communication connectivity project. The amount spent on this project in Construction in Progress as of June 30, 2018 was \$1,310,815. The remaining commitment on this project is approximately \$60,000 and is expected to be completed in fiscal year 2019. This project is being financed by unrestricted net position designated by the District Governing Board for these purposes.

Note 5 - Long-Term Liabilities

The following schedule details the District's long-term liability and obligation activity for the year ended June 30, 2018:

	Balance July 1, 2017	Additions	Reductions	Balance June 30, 2018	Due within 1 year
Compensated absences payable Net pension liability	\$ 384,083 20.934.883	\$ 383,672 4.430.080	\$ 373,803 6,228.885	\$ 393,952 19.136.078	\$295,464
Total long-term liabilities	\$21,318,966	\$4,813,752	\$6,602,688	\$19,530,030	\$295,464

Note 6 - Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District participates with other Arizona community college districts and school districts in the Arizona School Risk Retention Trust, Inc. (Trust), a public entity risk pool. The Trust insures the District against liabilities arising from general liability, professional liability, property, automobile, and commercial crime risks. The coverage limit for general liability is \$10 million per occurrence with no deductible. The coverage limit for cyber liability is \$1 million per occurrence with a \$15 million aggregate limit shared with all Trust members with a \$5,000 deductible. The coverage limit for professional liability is \$1 million per occurrence and \$10 million aggregate limit with no deductible. Coverage limit for property insurance is based on the district's total insurable value at an estimated amount of \$61 million with a \$1,000 deductible per occurrence. The coverage limit for automobile liability is \$10 million per occurrence with no deductible. The coverage limit for commercial crime is \$1.5 million per occurrence with a \$100 deductible.

The Trust's operating agreement includes a provision for the member to be charged an additional assessment in the event that total claims paid by the Trust exceed the members' contributions and reserves in any one year. The District will be charged for any such assessment in the following year. The District has never been charged such an assessment.

The District also carries commercial insurance for other risks of loss, including workers' compensation, accidental death and dismemberment for students and employees, employee travel, and extended reporting for errors and omissions. Settled claims resulting from these risks have not exceeded commercial insurance coverage in the past 3 fiscal years. There were no uninsured losses in the year ended June 30, 2018. Property damage insurance continues to be available for occurrences reported within 30 days of the event.

The District participates with several local school districts in the Navajo County Schools Employee Benefit Trust (Trust). The District uses the Trust to manage risks of loss related to employee health and accident claims. The Trust is a public entity risk pool operating as a common risk management and insurance program for its member school districts. The Trust is funded by irrevocable contributions from the District for employee coverage and from employees for dependent coverage. The Trust, which is managed by a separate board of directors, allows the fund to be self-funded, insured, or both. Additionally, if the Trust becomes insolvent, the District may be assessed, on a pro-rata basis, an additional assessment not to exceed the amount of the annual contribution. Should the District withdraw from the Trust, it would then be responsible for its proportional share of claims and would forfeit all rights to the return of any surplus, unearned contributions, or other legally permitted distributions from the Trust. Whether the District withdraws or the Trust becomes insolvent, the District remains liable for assessments for liabilities of the Trust incurred during the District's period of membership in the Trust.

Note 7 - Operating Leases

The District leases land, classroom and office space, information systems equipment, and vehicles under the provisions of various long-term lease agreements classified as operating leases for accounting purposes. Rental expenses under the terms of the operating leases were \$251,787 for the year ended June 30, 2018. The operating leases have remaining non-cancelable terms of 1 to 5 years and provide renewal options.

The following future minimum payments were required under the operating leases at June 30, 2018:

Year ending June 30	
2019	\$233,527
2020	119,127
2021	78,856
2022	80,255
2023	<u>74,487</u>
Total minimum lease payments	<u>\$586,252</u>

Note 8 - Pension Benefits

Plan description—District employees participate in the Arizona State Retirement System (ASRS). The ASRS administers a cost-sharing multiple-employer defined benefit pension plan. The Arizona State Retirement System Board governs the ASRS according to the provisions of A.R.S. Title 38, Chapter 5, Articles 2 and 2.1. ASRS is a component unit of the State of Arizona. The ASRS issues a publicly available financial report that includes its financial statements and required supplementary information. The report is available on its website at www.azasrs.gov.

Benefits provided—The ASRS provides retirement, and survivor benefits. State statute establishes benefits terms. Retirement benefits are calculated on the basis of age, average monthly compensation, and service credit as follows:

Retirement Initial membership date:

	Before July 1, 2011	On or after July 1, 2011
Years of service	Sum of years and age equal 80	30 years, age 55
and age required	10 years, age 62	25 years, age 60
to receive benefit	5 years, age 50*	10 years, age 62
	any years, age 65	5 years, age 50*
		any years, age 65
Final average	Highest 36 consecutive months	Highest 60 consecutive months
salary is based on	of last 120 months	of last 120 months
Benefit percent	2.1% to 2.3%	2.1% to 2.3%
per year of service		

^{*} With actuarially reduced benefits.

Retirement benefits for members who joined the ASRS prior to September 13, 2013, are subject to automatic cost-of-living adjustments based on excess investment earning. Members with a membership date on or after September 13, 2013, are not eligible for cost-of-living adjustments. Survivor benefits are payable upon a member's death. For retired members, the retirement benefit option chosen determines the survivor benefit. For all other members, the beneficiary is entitled to the member's account balance that includes the member's contributions and employer's contributions, plus interest earned.

Contributions—In accordance with state statutes, annual actuarial valuations determine active member and employer contribution requirements. The combined active member and employer contribution rates are expected to finance the costs of benefits employees earn during the year, with an additional amount to finance any unfunded accrued liability. For the year ended June 30, 2018, statute required active ASRS members to contribute at the actuarially determined rate of 11.34 percent for retirement of the members' annual covered payroll, and statute required the District to contribute at the actuarially determined rate of 10.9 percent for retirement of the active members' annual covered payroll. In addition, the District was required by statute to contribute at the actuarially determined rate of 9.26 percent for retirement of annual covered payroll of retired members who worked for the District in positions that an employee who contributes to the ASRS would typically fill. The District's contributions to the pension plan for the year ended June 30, 2018, were \$1,310,764.

Pension liability—At June 30, 2018, the District reported a liability of \$19,136,078 for its proportionate share of the ASRS' net pension liability. The net pension liability was measured as of June 30, 2017. The total pension liability used to calculate the net pension liability was determined using update procedures to roll forward the total pension liability from an actuarial valuation as of June 30, 2016, to the measurement date of June 30, 2017. The total pension liability as of June 30, 2017, reflects an actuarial assumption for a decrease in loads for future potential permanent benefit increases.

The District's proportion of the net pension liability was based on the District's actual contributions to the plan relative to the total of all participating employers' contributions for the year ended June 30, 2017. The District's proportion measured as of June 30, 2017, was .12284 percent, which was a decrease of .0053 from its proportion measured as of June 30, 2016.

Pension expense and deferred outflows/inflows of resources—For the year ended June 30, 2018, the District recognized pension expense for ASRS of \$156,207. At June 30, 2018, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience		\$ 573,805
Changes in assumptions	\$ 831,124	572,203
Difference between projected and actual		
earnings on pension plan investments	137,384	
Changes in proportion and differences between		
district contributions and proportionate share of		
contributions	39,826	1,156,472
District contributions subsequent to the		
measurement date	1,310,764	
Total	\$2,319,098	\$2,302,480

The \$1,310,764 reported as deferred outflows of resources related to ASRS pensions resulting from district contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to ASRS pensions will be recognized in pension expense as follows:

Year ending June 30,	
2019	\$(1,400,971)
2020	382,365
2021	164,644
2022	(440,187)

Actuarial assumptions—The significant actuarial assumptions used to measure the total pension liability are as follows:

Actuarial valuation date	June 30, 2016
Actuarial roll forward date	June 30, 2017
Actuarial cost method	Entry age normal
Investment Rate of Return	8%
Projected salary increases	3 - 6.75%
Inflation	3%
Permanent benefit increase	Included
Mortality rates	1994 GAM Scale BB

Actuarial assumptions used in the June 30, 2016, valuation were based on the results of an actuarial experience study for the 5-year period ended June 30, 2012.

The long-term expected rate of return on ASRS pension plan investments was determined to be 8.7 percent using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Equity	58%	6.73%
Fixed income	25%	3.70%
Real estate	10%	4.25%
Multi-asset	5%	3.41%
Commodity	<u>2%</u>	3.84%
Total	100%	

Discount rate—The discount rate used to measure the ASRS total pension liability was 8 percent, which is less than the long-term expected rate of return of 8.7 percent. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the ASRS Board's funding policy, which establishes the contractually required rate under Arizona statute. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the District's proportionate share of the ASRS net pension liability to changes in the discount rate—The following table presents the District's proportionate share of the net pension liability calculated using the discount rate of 8 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (7 percent) or 1 percentage point higher (9 percent) than the current rate:

	Current			
	1% Decrease (7%)	Discount Rate (8%)	1% Increase (9%)	
District's proportionate share of the				
net pension liability	\$24,561,488	\$19,136,078	\$14,602,682	

Pension plan fiduciary net position—Detailed information about the pension plan's fiduciary net position is available in the separately issued ASRS financial report.

Pension contributions payable—The District had no pension contributions due as of June 30, 2018.

Note 9 - Operating Expenses

The District's operating expenses are presented by functional classification in the Statement of Revenues, Expenses, and Changes in Net Position—Primary Government. The operating expenses can also be classified into the following:

Compensation and benefits	\$16,818,499
Contract services	2,089,793
Supplies and other services	2,995,683
Communications and utilities	1,142,965
Scholarships	1,998,572
Depreciation	2,200,669
Other	(3,990)
Total	\$27,242,191

The District uses credit cards to pay certain vendors for goods or services. The District did not receive any reward, discount, incentive or other financial consideration resulting from credit card payments for the year ended June 30, 2018.

Note 10 - Discretely Presented Component Units Disclosures

A. Summary of Significant Accounting Policies

The significant accounting policies of NPC Friends & Family and NATC are described below to enhance the usefulness of the financial statements to the reader.

Nature of the Component Units-NPC Friends & Family is a not-for-profit corporation operating in accordance with Section 501(c)(3) of the Internal Revenue Code. It is located in Snowflake, AZ, and provides supplemental philanthropic support for students, programs and services that advance the mission of Northland Pioneer College (College). NPC Friends & Family receives cash contributions, gifts, membership dues, and rental income, and administers and invests securities and property, conducts special-event fundraisers, and disburses payments to the College for educational purposes.

NATC is a not-for-profit corporation operating in accordance with Section 501(c)(3) of the Internal Revenue Code. NATC owns and operates a regional training center located in Taylor, AZ, which is utilized by fire and law enforcement personnel throughout Northeast Arizona. NATC derives its operating revenues primarily through membership dues paid by the various user agencies and through user fees charged to other private organizations.

Basis of Accounting—The financial statements of NPC Friends & Family and NATC have been prepared on the accrual basis of accounting. All revenues received for support of current operations are immediately recorded as revenues while revenues received for support of future operations are deferred and recognized over the periods to which the revenues relate.

Financial Statement Presentation—NPC Friends & Family and NATC are required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Income Taxes—NPC Friends & Family and NATC are exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and Section 43-1201 of the Arizona Revised Statutes. Therefore, the accompanying financial statements contain no provision or liability for income taxes. In addition, NPC Friends & Family qualifies for the charitable deduction under Internal Revenue Section 170(b)(1)(A).

NPC Friends & Family and NATC file informational tax returns with the U.S. federal and Arizona state governments.

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

Cash and Cash Equivalents—NPC Friends & Family and NATC recognize highly liquid investments with an original maturity of three months or less as cash equivalents and are stated at fair value.

Investments—NPC Friends & Family recognizes investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the Statement of Financial Position. Unrealized gains and losses are included in the change in net assets.

NATC has no investments as of June 30, 2018.

Property & Equipment—NATC capitalizes purchased property and equipment with a cost of \$5,000 or more and having estimated useful lives of more than one year. Property and equipment are recorded at cost or, for donated items, at their estimated fair value on the date of donation. Property and equipment are depreciated using the straight-line method over the estimated useful lives of the related assets, which range from 5 to 50 years.

Contributions-NPC Friends & Family and NATC record contributions received as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions.

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

Property Held for Sale—NPC Friends & Family receives certain assets from donors that are held for resale. Such assets are recorded at their approximate fair market values at the date of donation. Property held for sale as of June 30, 2018 is reported as real estate investments.

Date of Management's Review—Management has reviewed events subsequent to June 30, 2018, up through the financial statements report date, for NPC Friends & Family, August 22, 2018, and for NATC, August 22, 2018. Management has also reviewed events subsequent to the component units financial statement report date up through the District's financial statements report date to evaluate their effect on the fair presentation of the financial statements. As of the District's report date, there have been no events subsequent to June 30, 2018, that are required to be disclosed in order to present fairly the financial position and changes in net assets of either NPC Friends & Family or of NATC.

B. Cash

The total cash held by NPC Friends & Family and NATC at June 30, 2018, are as follows:

	NPC Friends and Family	NATC
Checking	\$120,377	\$95,216
Money market	518,851	
Savings	<u>25,889</u> \$665,117	\$95,216
		=====
Unrestricted cash	\$512,839	\$95,216
Restricted cash	<u> 152,278</u>	
	<u>\$665,117</u>	<u>\$95,216</u>

C. Fair Value Measurements

The following table represents the NPC Friends & Family fair value hierarchy for its financial assets (cash and investments) measured at fair value on a recurring basis as of June 30, 2018.

Level 1 inputs: Quoted prices in active markets for identical assets that the Organization has the ability to access at the measurement date.

Level 2 inputs: Inputs other than quoted prices included within Level 1 that are observable for the asset, either directly or indirectly. These include interest rates at commonly quoted intervals and other inputs not directly observable, but derived principally from, or corroborated by, observable market data.

Level 3 inputs: Unobservable inputs for the asset which are therefore based primarily upon management's own estimates, the economic and competitive environment, the characteristics of the asset and other such factors. Therefore, the results cannot be determined with precision and may not be realized in an actual sale or immediate settlement of the asset.

Assets	Level 1	Level 3	Total
Endowment investments	\$518,851		\$518,851
Real estate investments		<u>\$8,000</u>	8,000
Total	\$518,851	\$8,000	\$526,851

NATC had no fair value measurements as of June 30, 2018.

D. Investments

Investments are stated at fair market value as of June 30, 2018.

For the year ended June 30, 2018, NPC Friends & Family had investments consisting of marketable securities held with Edward Jones and real estate comprising several lots of land. The marketable securities have a fair value of \$518,851 and the real estate value was approximately \$8,000 as of June 30, 2018.

NATC had no investments as of June 30, 2018.

E. Property and Equipment

The total property and equipment held by NATC at June 30, 2018 are as follows:

		NATC
Land	\$	110,000
Buildings		620,740
Training facilities		2,151,69 <u>6</u>
	2	2,882,436
Less accumulated depreciation	_(^	1,015,318)
	\$ ^	1,867,118

NPC Friends and Family had no property and equipment as of June 30, 2018.

F. Restrictions on Net Assets

NPC Friends & Family had net assets with donor restrictions in the amount of \$152,278 as of June 30, 2018, consisting of donated contributions and investment earnings, which are available for scholarships in future years.

NATC had no restricted net assets as of June 30, 2018.

G. Endowment Funds

As of June 30, 2018, NPC Friends and Family's endowments consisted of three funds: One fund established for the Martia A. Smith Memorial Art Scholarship, one for the Charles E. Lizitsky Scholarship, one for and one for NPC Friends and Family. The latter was established in October 2014 to assure the future viability of the organization.

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

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

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

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

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

As of June 30, 2018, the endowment assets were invested in marketable securities with Edward Jones. The investments were fully insured by the Securities Investor Protection Corporation (SIPC).

All endowment investments are carried at fair value and classified as non-current regardless of maturity due to restrictions limiting NPC Friends and Family's ability to use these investments. Each endowed account shall have a minimum of \$10,000, said amount to be reached within a three (3) year period from the time of initial donation, which must be at least \$5,000. If, after the three (3) year period has expired, the account has not reached the minimum level prescribed, the contributors to the fund shall have two options: (a) Award the existing amount over a designated period; or (b) authorize combining the fund with another, compatible, existing endowment fund. The three-year period may be waived if a plan has been designed with another approved time period and approved by the Board of Directors. All interest earned in developing endowed accounts shall revert to the fund corpus during the three-year period. No awards shall be made from the developing fund during the three-year period, unless the minimum balance of \$10,000 is reached prior the end of the three-year period. For June 30, 2018, no NPC Friends and Family endowment investment accounts held less than \$10,000.

The contributor to the fund may impose additional provisions for the scholarships paid from endowments. As of June 30, 2018, there were no distributions from the investment earnings on endowed scholarships. To ensure observance of limitations and restrictions placed on the use of resources available to NPC Friends and Family, net assets, revenues and expenses are classified and reported as follows, based on the existence or absence of donor-imposed restrictions.

Net Assets with Donor Restrictions—include permanent endowments. Such funds are generally subject to donor restrictions requiring the principal to be invested in perpetuity for the purpose of producing income that may be expended or added to principal in accordance with the donor's wishes. As of June 30, 2018, the Martia A. Smith Memorial Art Scholarship endowment agreement requires the average rate of inflation for the prior calendar year (approximately 0.0% and 1.6%, respectively) of investment earnings to be added back to permanently restricted funds. Contributions designated by donors for use by particular entities or programs or for specific purposes or earnings from permanently restricted endowments, which have not been appropriated for their intended purpose. Term endowments are temporarily restricted, because they are permanent-type endowments, which include an expiration date or stated period of time or occurrence of a specified event, after which all or part of the principal may be expended.

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

As of June 30, 2018, NPC Friends and Family had the following net asset composition by type of fund:

		2018	
	Without Donor	With Donor	
	Restrictions	Restrictions	Total
Endowment net assets, beginning of year	\$240,785	\$147,947	\$388,732
Investment return, net	10,553	4,010	14,563
Contributions	115,235	2,821	118,056
Distributions from board-designated			
endowment pursuant to policy		(2,500)	(2,500)
Endowment net assets, end of year	<u>\$366,573</u>	\$152,278	<u>\$518,851</u>

NATC had no endowment funds as of June 30, 2018.

H. Related Parties

For the year ended June 30, 2018, NPC Friends & Family received support from the College. The Executive Director for NPC Friends & Family is a part-time employee of the College. The value for this service is not recorded on NPC Friends & Family's financial statements.

For the year ended June 30, 2018, NATC received certain use of facilities and staff services from the College. However, since these provided facilities and services also benefit NPC's educational programs, no value for these amounts are recorded on NATC's financial statements.

Required Supplementary Information



Navajo County Community College District (Northland Pioneer College) Required Supplementary Information Schedule of District's Proportionate Share of the Net Pension Liability June 30, 2018

Arizona State Retirement System	Reporting Fiscal Year (Measurement Date)					
	2018 (2017)	2017 (2016)	2016 (2015)	2015 (2014)	2014 through 2009	
District's proportion of the net pension liability	0.122840%	0.129700%	0.135990%	0.132141%		
District's proportionate share of the net pension liability	\$19,136,078	\$20,934,883	\$21,181,785	\$19,552,338		
District's covered payroll District's proportionate share of the net	\$12,028,742	\$12,224,338	\$12,601,405	\$11,937,540	Information not available	
pension liability as a percentage of its covered payroll	159.09%	171.26%	168.09%	163.79%	not available	
Plan fiduciary net position as percentage of the total pension liability	69.92%	67.06%	68.35%	69.49		

Navajo County Community College District (Northland Pioneer College) Required Supplementary Information Schedule of District's Pension Contributions June 30, 2018

Arizona State Retirement System	Reporting Fiscal Year					
	2018	2017	2016	2015	2014	2013 through 2009
Statutorily required contribution District's contributions in relation to the	\$ 1,310,764	\$ 1,292,303	\$ 1,317,742	\$ 1,362,612	\$ 1,223,689	
statutorily required contribution	1,310,764	1,292,303	1,317,742	1,362,612	1,223,689	Information
District's contribution deficiency (excess)						not
District's covered payroll	\$12,064,178	\$12,028,742	\$12,224,338	\$12,601,405	\$11,937,540	available
District's contributions as a percentage of covered payroll	10.86%	10.74%	10.78%	10.81%	10.25%	

Statistical Section



Statistical Section Introduction

In accordance with Governmental Accounting Standards Boards Statement No. 44, Economic Condition Reporting: This is the statistical section of Navajo County Community College District's (the District) CAFR (comprehensive annual financial report). The information in this section is presented in detail and is compiled data over ten years that addresses key areas that relate to the overall nature of the institution.

Financial Trends

These schedules contain trend information to help the reader understand how the District's financial performance and well-being have changed over-time.

Revenue Capacity

These schedules contain information to help the reader assess the District's most significant local revenue source, the property tax.

Debt Capacity

These schedules present information to help the reader assess the affordability of the District's current levels of outstanding debt and the District's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the District's financial activities take place.

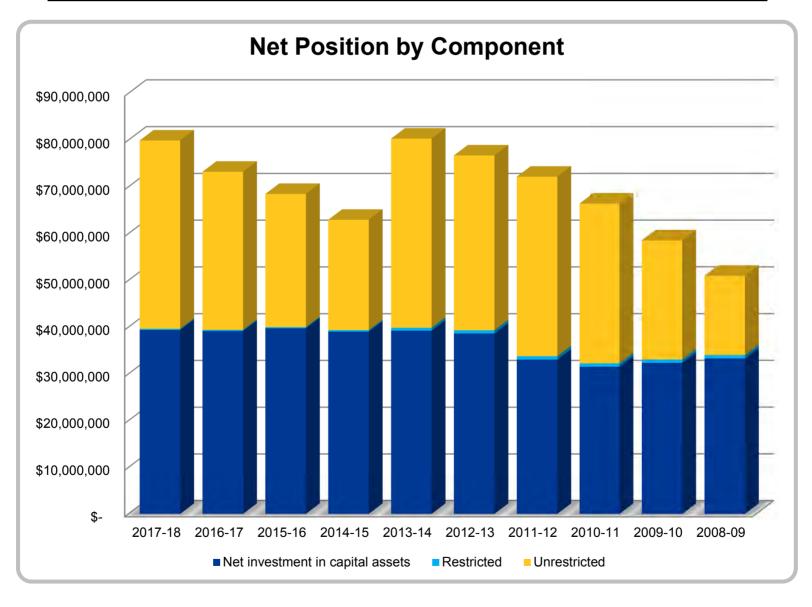
Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the District's financial report relates to the services the District provides and the activities it performs.

Navajo County Community College District (Northland Pioneer College) Net Position by Component Last Ten Fiscal Years

	2017-18	2016-17	2015-16	2014-15	2013-14
Primary government					
Net investment in capital assets	\$ 39,379,263	\$ 39,149,874	\$ 39,736,346	\$ 39,022,715	\$ 39,231,822
Restricted	256,361	253,180	251,756	314,958	612,712
Unrestricted	40,260,419	33,813,905	28,481,396	23,599,386	40,454,224
Total primary government net position	\$ 79,896,043	\$ 73,216,959	\$ 68,469,498	\$ 62,937,059	\$ 80,298,758

	2012-13	2011-12	2010-11	2009-10	2008-09
Primary government					
Net investment in capital assets	\$ 38,626,891	\$ 33,030,762	\$ 31,503,651	\$ 32,314,878	\$ 33,252,059
Restricted	691,628	735,512	717,570	716,192	750,289
Unrestricted	37,382,691	38,388,993	34,195,371	25,496,949	16,951,989
Total primary government net position	\$ 76,701,210	\$ 72,155,267	\$ 66,416,592	\$ 58,528,019	\$ 50,954,337



Source:

Audited financial statements.

Navajo County Community College District (Northland Pioneer College) Changes in Net Position Last Ten Fiscal Years

	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13	2011-12	2010-11	2009-10	2008-09
Operating revenues:							(1)	(2)		
Tuition and fees,										
·	\$ 2,328,188	\$ 2,388,164	\$ 2,478,625	\$ 2,357,891	\$ 2,295,137	\$ 2,466,640	\$ 2,690,260	\$ 2,319,373	\$ 3,062,113	\$ 2,824,047
Government contracts	2,516,324	2,808,825	2,606,064	3,283,218	3,156,936	2,969,273	2,638,049	2,060,376	1,868,359	2,058,901
Bookstore income, net of	2,510,524	2,000,023	2,000,004	3,203,210	3,130,930	2,909,273	2,030,049	2,000,370	1,000,339	2,038,901
scholarship allowances	8,549	12,231	61,854	48,491	66,720	42,460	33,564	28,892	701,123	803,661
Other	270,958	412,543	330,747	334,987	352,295	379,831	291,648	369,299	297,825	247,370
Total operating revenues	5,124,019	5,621,763	5,477,290	6,024,587	5,871,088	5,858,204	5,653,521	4,777,940	5,929,420	5,933,979
Operating expenses:										
Instruction	9,555,791	9,592,910	10,304,514	10,927,034	9,761,727	9,660,102	8,827,606	8,450,971	9,067,801	10,565,902
Public service	32,012	35,657	29,904	29,159	35,889	29,387	25,647	13,128	14,178	14,126
Academic support	1,042,887	1,087,234	1,048,291	1,074,313	1,046,927	1,047,037	1,009,880	996,556	985,173	785,099
Student services	2,068,628	2,161,513	2,155,979	2,116,755	2,143,989	2,151,538	2,015,021	1,532,942	3,750,620	3,364,710
Institutional Support	8,484,090	8,204,043	7,959,606	8,719,606	8,475,611	8,308,926	8,481,782	6,681,808	7,151,218	7,814,683
Operation and maintenance										
of plant	1,481,875	2,270,571	1,780,832	1,941,192	2,118,547	1,867,890	1,758,007	1,563,034	1,599,258	2,037,490
Scholarships	2,000,677	2,133,721	2,292,036	2,273,228	2,240,669	2,570,647	3,094,923	3,128,320	609,337	980,151
Auxiliary enterprises	375,564	371,401	592,749	399,147	559,067	451,470	404,767	1,217,755	1,270,886	1,547,548
Depreciation	2,200,669	2,375,273	2,172,776	2,053,133	1,838,484	1,544,414	1,366,808	1,320,494	1,435,550	1,234,076
Total operating expenses	27,242,192	28,232,323	28,336,687	29,533,567	28,220,910	27,631,411	26,984,441	24,905,008	25,884,021	28,343,785
Operating loss	(22,118,173)	(22,610,560)	(22,859,397)	(23,508,980)	(22,349,822)	(21,773,207)	(21,330,920)	(20,127,068)	(19,954,601)	(22,409,806)
Nonoperating revenues										
(expenses):										
Property taxes	14,879,623	14,383,804	14,430,117	13,980,187	13,153,327	13,180,294	12,703,703	11,988,497	11,353,707	12,321,619
State appropriations	8,690,200	8,041,200	7,777,000	7,276,900	7,160,800	7,059,800	8,181,800	10,214,000	10,214,000	9,807,911
Government grants	3,921,699	3,800,723	5,126,742	4,728,837	4,740,596	5,018,111	5,502,290	4,955,825	4,956,184	5,083,645
Private grants (3)	326,482	381,230	436,779	297,567	304,219	325,919	360,370	345,534	450,763	529,310
Share of state sales taxes	471,721	474,310	427,216	423,082	435,192	545,682	372,308	386,743	422,737	453,912
Investment earnings	549,641	279,951	188,535	160,532	148,526	170,717	136,283	124,907	130,891	257,027
Interest expense	-	(1,574)	(3,037)	(3,470)	(5,138)	-	(6,854)	(3,428)	-	(67,163)
Gain/(loss) on disposal of										
capital assets	(42,109)	(1,623)	8,484	41,100	(112,752)	18,627	(180,305)	3,563	-	-
Other										
Total nonoperating revenues										
and expenses	28,797,257	27,358,021	28,391,836	26,904,735	25,824,770	26,319,150	27,069,595	28,015,641	27,528,282	28,386,261
Income before other revenues,										
expenses, gains or loss	6,679,084	4,747,461	5,532,439	3,395,755	3,474,948	4,545,943	5,738,675	7,888,573	7,573,682	5,976,455
					400.000					
Capital appropriations		-	-	-	122,600	-	-	-	-	
Increase in net position	6,679,084	4,747,461	5,532,439	3,395,755	3,597,548	4,545,943	5,738,675	7,888,573	7,573,682	5,976,455
Total net position, July 1 (4)	73,216,959	68,469,498	62,937,059	59,541,304	76,701,210	72,155,267	66,416,592	58,528,019	50,954,337	44,977,882
Total net position, June 30	\$79,896,043	\$73,216,959	\$68,469,498	\$62,937,059	\$80,298,758	\$76,701,210	\$72,155,267	\$66,416,592	\$58,528,019	\$50,954,337

Source:

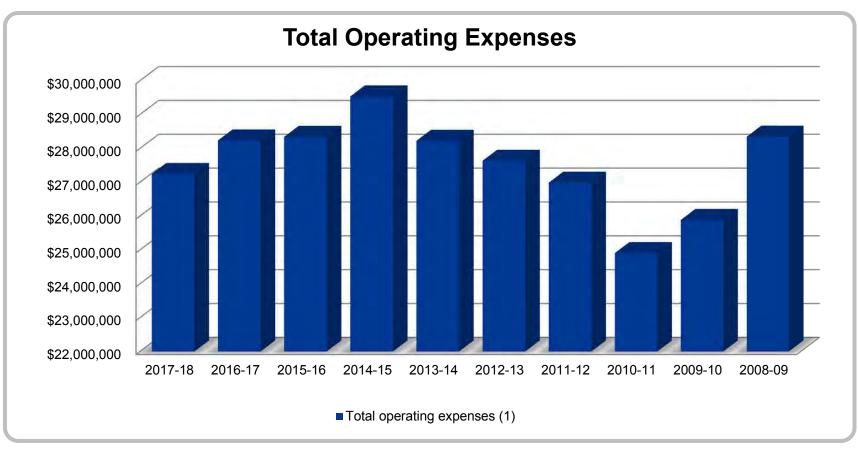
Audited financial statements except as reclassified in (3) and (4).

- (1) Starting in fiscal year 2011-12, Tuition and fees, net of scholarship allowances and Government contracts were adjusted to reclassify tuition waivers associated with an intergovernmental agreement as a scholarship allowance.
- (2) Starting in fiscal year 2010-11, expenses for Scholarships and Students services were adjusted to reclassify payments made to students for student financial aid and scholarships. These payments were reported as Student services in prior years.
- (3) In fiscal year 2011-12, Private grants were adjusted to reclassify the amounts from operating to nonoperating revenues. For comparability purposes, prior years have been reclassified.
- (4) In fiscal year 2014-15, beginning net position was restated for implementation of GASB Statement No. 68, Accounting and Financial Reporting for Pensions.

Navajo County Community College District (Northland Pioneer College) Expenses by Function Last Ten Fiscal Years

	2017-18	2016-17	2015-16	2014-15	2013-14
Instruction	\$ 9,555,791	\$ 9,592,910	\$ 10,304,514	\$ 10,927,034	\$ 9,761,727
Public service	32,012	35,657	29,904	29,159	35,889
Academic support	1,042,887	1,087,234	1,048,291	1,074,313	1,046,927
Student services	2,068,628	2,161,513	2,155,979	2,116,755	2,143,989
Institutional support	8,484,090	8,204,043	7,959,606	8,719,606	8,475,611
Operation and maintenance of plant	1,481,875	2,270,571	1,780,832	1,941,192	2,118,547
Scholarships	2,000,677	2,133,721	2,292,036	2,273,228	2,240,669
Auxiliary enterprises	375,564	371,401	592,749	399,147	559,067
Depreciation	2,200,669	2,375,273	2,172,776	2,053,133	1,838,484
Total operating expenses	27,242,192	28,232,323	28,336,687	29,533,567	28,220,910
Interest expense	-	1,574	3,037	3,470	5,138
Loss on disposal of capital assets	42,109	1,623	-	-	112,752
Other		-	-	-	
Total nonoperating expenses	42,109	3,197	3,037	3,470	117,890
Total expenses	<u>\$ 27,284,301</u>	\$ 28,235,520	\$ 28,339,724	\$ 29,537,037	\$ 28,338,800

	2012-13	2011-12	2010-11 (1)	2009-10	2008-09
Instruction	\$ 9,660,102	\$ 8,827,606	\$ 8,450,971	\$ 9,067,801	\$ 10,565,902
Public service	29,387	25,647	13,128	14,178	14,126
Academic support	1,047,037	1,009,880	996,556	985,173	785,099
Student services	2,151,538	2,015,021	1,532,942	3,750,620	3,364,710
Institutional support	8,308,926	8,481,782	6,681,808	7,151,218	7,814,683
Operation and maintenance of plant	1,867,890	1,758,007	1,563,034	1,599,258	2,037,490
Scholarships	2,570,647	3,094,923	3,128,320	609,337	980,151
Auxiliary enterprises	451,470	404,767	1,217,755	1,270,886	1,547,548
Depreciation	1,544,414	1,366,808	1,320,494	1,435,550	1,234,076
Total operating expenses	27,631,411	26,984,441	24,905,008	25,884,021	28,343,785
Interest expense	-	6,854	3,428	-	67,163
Loss on disposal of capital assets	-	180,305	-	-	-
Other					_
Total nonoperating expenses		187,159	3,428		67,163
Total expenses	\$ 27,631,411	\$ 27,171,600	\$ 24,908,436	\$ 25,884,021	\$ 28,410,948



Source:

Audited financial statements.

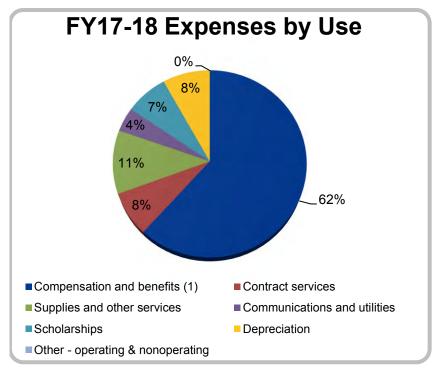
Note:

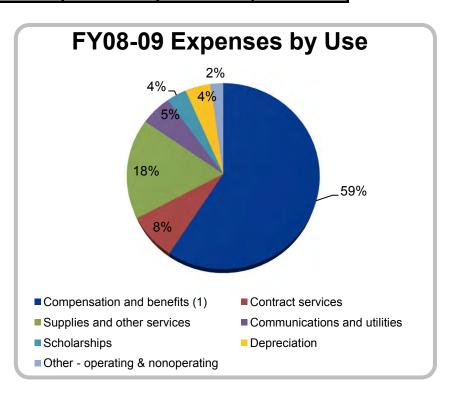
(1) Starting in fiscal year 2010-11, expenses for Scholarships and Student services were adjusted to reclassify payments made to students for student financial aid and scholarships. These payments were reported as Student services in prior years.

Navajo County Community College District (Northland Pioneer College) Expenses by Use Last Ten Fiscal Years

	2017-18	2016-17	2015-16	2014-15	2013-14
Compensation and benefits (1)	\$ 16,818,499	\$ 17,121,078	\$ 17,635,444	\$ 18,189,910	\$ 17,200,507
Contract services	2,089,793	1,862,246	2,346,731	2,109,597	2,243,436
Supplies and other services	2,995,683	3,627,164	2,703,472	3,775,418	3,550,497
Communications and utilities	1,142,965	1,098,569	1,178,132	1,146,620	1,086,284
Scholarships	1,998,572	2,133,721	2,292,036	2,273,228	2,240,669
Depreciation	2,200,669	2,375,273	2,172,776	2,053,133	1,838,484
Other	(3,990)	14,272	8,096	(14,339)	61,033
Total operating expenses	27,242,192	28,232,323	28,336,687	29,533,567	28,220,910
Non operating expenses	42,109	3,197	3,037	3,470	117,890
Total expenses	\$ 27,284,301	\$ 28,235,520	\$ 28,339,724	\$ 29,537,037	\$ 28,338,800

	2012-13	2011-12	2010-11 (2)	2009-10	2008-09
Compensation and benefits (1)	\$ 16,939,312	\$ 15,550,537	\$ 14,290,694	\$ 15,122,656	\$ 16,822,406
Contract services	2,138,098	2,680,066	1,621,476	1,729,224	2,268,681
Supplies and other services	3,223,900	3,086,612	3,289,474	5,399,355	4,960,590
Communications and utilities	1,191,308	1,183,082	1,232,953	1,399,939	1,520,225
Scholarships	2,570,647	3,094,923	3,128,320	609,337	980,151
Depreciation	1,544,414	1,366,808	1,320,494	1,435,550	1,234,076
Other	23,732	22,413	21,597	187,960	557,656
Total operating expenses	27,631,411	26,984,441	24,905,008	25,884,021	28,343,785
Non operating expenses		187,159	3,428		67,163
Total expenses	\$ 27,631,411	\$ 27,171,600	\$ 24,908,436	\$ 25,884,021	\$ 28,410,948





Source:

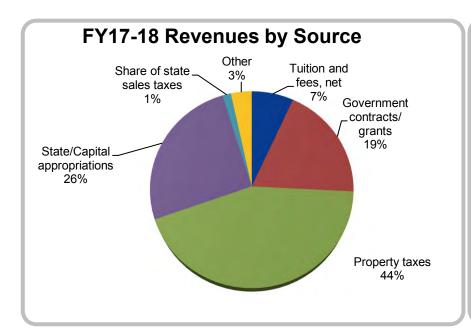
Audited financial statements except as adjusted in (3).

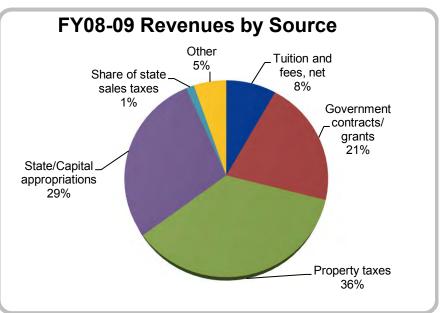
- (1) Starting in fiscal year 2013-14, Compensation and benefits replaced Personal services to more accurately describe the expense category.
- (2) Starting in fiscal year 2010-11, expenses for Scholarships and Students services were adjusted to reclassify payments made to students for student financial aid and scholarships. These payments were reported as Supplies and other services in prior year.

Navajo County Community College District (Northland Pioneer College) Revenues by Source Last Ten Fiscal Years

	2017-18	2016-17	2015-16	2014-15	2013-14
Tuition and fees, net	\$ 2,328,188	\$ 2,388,164	\$ 2,478,625	\$ 2,357,891	\$ 2,295,137
Government contracts	2,516,324	2,808,825	2,606,064	3,283,218	3,156,936
Bookstore income, net	8,549	12,231	61,854	48,491	66,720
Other	270,958	412,543	330,747	334,987	352,295
Total operating revenue	5,124,019	5,621,763	5,477,290	6,024,587	5,871,088
Property taxes	14,879,623	14,383,804	14,430,117	13,980,187	13,153,327
State appropriations	8,690,200	8,041,200	7,777,000	7,276,900	7,160,800
Government grants	3,921,699	3,800,723	5,126,742	4,728,837	4,740,596
Private grants (2)	326,482	381,230	436,779	297,567	304,219
Share of state sales taxes	471,721	474,310	427,216	423,082	435,192
Investment earnings	549,641	279,951	188,535	160,532	148,526
Gain on disposal of capital assets			8,484	41,100	
Total nonoperating revenues	28,839,366	27,361,218	28,394,873	26,908,205	25,942,660
Capital appropriations					122,600
Total revenues	\$ 33,963,385	\$ 32,982,981	\$ 33,872,163	\$ 32,932,792	\$ 31,936,348

	2012-13	2011-12 (1)	2010-11	2009-10	2008-09
Tuition and fees, net	\$ 2,466,640	\$ 2,690,260	\$ 2,319,373	\$ 3,062,113	\$ 2,824,047
Government contracts	2,969,273	2,638,049	2,060,376	1,868,359	2,058,901
Bookstore income, net	42,460	33,564	28,892	701,123	803,661
Other	379,831	291,648	369,299	297,825	247,370
Total operating revenue	5,858,204	5,653,521	4,777,940	5,929,420	5,933,979
Property taxes	13,180,294	12,703,703	11,988,497	11,353,707	12,321,619
State appropriations	7,059,800	8,181,800	10,214,000	10,214,000	9,807,911
Government grants	5,018,111	5,502,290	4,955,825	4,956,184	5,083,645
Private grants (2)	325,919	360,370	345,534	450,763	529,310
Share of state sales taxes	545,682	372,308	386,743	422,737	453,912
Investment earnings	170,717	136,283	124,907	130,891	257,027
Gain on disposal of capital assets	18,627		3,563		
Total nonoperating revenues	26,319,150	27,256,754	28,019,069	27,528,282	28,453,424
Capital appropriations					
Total revenues	<u>\$ 32,177,354</u>	\$ 32,910,275	\$ 32,797,009	\$ 33,457,702	\$ 34,387,403





Source:

Audited financial statements except as reclassified in (2).

- (1) Starting in fiscal year 2011-12, Tuition and fees, net of scholarship allowances and Government contracts were adjusted to reclassify tuition waivers associated with an intergovernment agreement as a scholarship allowance.
- (2) In fiscal year 2011-12, Private grants were adjusted to reclassify the amounts from operating to nonoperating revenues. For comparability purposes, prior years have been reclassified.

Navajo County Community College District (Northland Pioneer College) Expenditure Limitation Statutory Limit to Budgeted Expenditures Last Ten Fiscal Years

Fiscal Year	Statutory Expenditure Limitation (1)	Budgeted Expenditures Subject to Limitation (2)	Amount Under/(Over) Expenditure Limitation	
2017-18	\$ 13,982,552	\$ 13,982,552	\$ -	(3)
2016-17	13,857,022	13,857,022	-	
2015-16	13,327,460	13,327,460	-	
2014-15	13,412,368	13,412,368	-	
2013-14	14,894,360	14,894,360	-	
2012-13	15,978,265	15,561,404	416,861	
2011-12	16,251,916	15,751,979	499,937	
2010-11	17,086,770	14,738,989	2,347,781	
2009-10	16,823,427	15,515,610	1,307,817	
2008-09	15,829,197	15,950,154	(120,957)	(4)

Source:

Audited annual budgeted expenditure limitation reports.

- (1) The Statutory Expenditure Limitation is calculated by the Arizona Department of Revenue Economic Estimates Commission and applies to Current (General, Auxiliary Enterprises, and Restricted) and Plant Funds (Unexpended and Retirement of Indebtedness).
- (2) Budgeted expenditures are net of allowable exclusions.
- (3) Budgeted expenditures for fiscal year 2018 is an estimate, audited numbers not yet available.
- (4) The District exceeded its expenditure limitation due to the expenditure of revenues from amounts received from retail bookstore transactions in the amount of \$1,326,751. According to Laws 2006, Chapter 198, if a community college exceeds its expenditure limitation due to the expenditures of revenues from amounts received from retail transactions at bookstores operated by a community college district, the community college shall not have any state aid withheld pursuant to section 15-1466, Arizona Revised Statutes.

Navajo County Community College District (Northland Pioneer College) Assessed Valuation, Tax Rate, and Estimated Actual Value Last Ten Fiscal Years

		Primary Asse	ssed Valuation				
Fiscal Year	Centrally Assessed (1)	Locally Assessed Real Property (1)	Locally Assessed Personal Property (1)	Total Assessed Value	Total Direct Tax Rate (2)	Estimated Actual Value	Assessed Value as Percentage of Actual Value
2017-18	\$219,892,518	\$587,340,948	\$ 13,874,290	\$ 821,107,756	1.8067	7,768,285,298	10.57% (
2016-17	222,928,447	565,872,581	14,261,438	803,062,466	1.7884	7,597,563,538	10.57%
2015-16	261,979,130	556,128,109	14,662,934	832,770,173	1.7423	7,591,341,595	10.97%
2014-15	274,277,258	553,959,727	16,781,251	845,018,236	1.6610	7,571,847,993	11.16%
2013-14	272,274,079	612,397,229	18,680,546	903,351,854	1.4769	8,029,794,258	11.25%
2012-13	270,501,880	683,203,369	20,587,141	974,292,390	1.3515	8,841,128,766	11.02%
2011-12	260,662,273	745,626,178	19,848,674	1,026,137,125	1.2387	9,354,030,310	10.97%
2010-11	234,930,409	802,594,776	21,479,665	1,059,004,850	1.1308	9,531,996,850	11.11%
2009-10	219,541,850	758,613,629	20,609,071	998,764,550	1.1352	8,933,493,292	11.18%
2008-09	209,385,295	679,130,430	19,841,971	908,357,696	1.3382	8,081,474,164	11.24%

Source:

District records, Arizona Department of Revenue, Navajo County Finance and Assessor offices.

- (1) Categories presented are based on information provided by the Property Tax Oversight Commission for the Arizona Department of Revenue. Categories based on Residential, Commercial and Personal Property is not available but is expected in future years. Centrally assessed property is assessed by the State of Arizona versus the County and includes railroads, pipelines, utilities and other real property. Assessed values include certain tax exempt properties.
- (2) Total Direct Tax Rate includes both primary and secondary tax rates for fiscal years 2008-09 to 2007-08
- (3) Assessed Value as Percentage of Actual Value for fiscal year 2017-18 is based on 2016-17 information, current year information not available.

Navajo County Community College District (Northland Pioneer College) Property Tax Levies and Collections Last Ten Fiscal Years

Fiscal Year	Total Adjusted Tax Levy (1)	Current Tax Collections (2)	Percent of Current Tax Collections to Total	Collections in Subsequent Years (2)		osequent Collections Years (2)	
			Tax Levy				Tax Levy
2017-18	\$ 14,861,908	\$ 14,382,042	96.77%	\$	-	14,382,042	96.77%
2016-17	14,364,227	13,890,497	96.70%	\$	427,415	14,317,912	99.68%
2015-16	14,475,580	13,969,344	96.50%	\$	473,739	14,443,083	99.78%
2014-15	13,963,030	13,498,333	96.67%	\$	420,600	13,918,933	99.68%
2013-14 (3)	13,267,899	12,815,737	96.59%	\$	405,529	13,221,267	99.65%
2012-13	13,059,169	12,671,313	97.03%	\$	368,646	13,039,959	99.85%
2011-12	12,647,564	12,187,235	96.36%	\$	445,002	12,632,237	99.88%
2010-11	11,898,901	11,303,655	95.00%	\$	582,468	11,886,124	99.89%
2009-10	11,331,739	10,769,251	95.04%	\$	553,140	11,322,391	99.92%
2008-09	12,312,004	11,733,475	95.30%	\$	573,953	12,307,429	99.96%

Source:

Navajo County Treasurer and Assessor Offices and District records.

- (1) The Total Adjusted Tax Levy amounts include cumulative adjustments from the year of levy until the present year for tax exempt property and/or court settlements.
- (2) Tax collections are recorded on a cash basis.
- (3) In fiscal year 2014 an adjustment was made for a court settlement with Transwestern Pipeline in the amount of \$120,000. This adjustment reduced the tax levies for fiscal years 2013, 2012 and 2011.

Navajo County Community College District (Northland Pioneer College) Property Tax Rates, Direct and Overlapping Governments Last Ten Years (Per \$100 of Assessed Value)

				Ov	erlapping	Rates				
Fiscal Year	Northland Pioneer College		Navajo County	Cities and Towns		Fire and Dist		School Districts		
	Primary	Secondary	Total		From To		From	То	From	То
2017-18	1.8067		1.8067	0.8903	1.4231	1.4231	0.0500	3.5500	2.0234	8.0000
2016-17	1.7884		1.7884	0.8417	1.4021	1.4021	0.0500	3.5500	0.0813	7.3012
2015-16	1.7423		1.7423	0.8417	1.3646	1.3646	0.0500	3.5500	0.5261	7.3012
2014-15	1.6610		1.6610	0.8185	1.2831	1.2831	0.0500	3.5500	0.6338	8.0000
2013-14	1.4769		1.4769	0.6995	0.2789	1.1934	0.0500	3.5500	0.4312	8.0000
2012-13	1.3515		1.3515	0.6401	0.2789	0.9880	0.0500	3.5500	0.1255	8.0000
2011-12	1.2387		1.2387	0.5984	0.2789	0.9815	0.0500	3.5500	1.7682	7.2564
2010-11	1.1308		1.1308	0.5572	0.2789	0.8567	0.0500	3.5500	1.4797	8.0000
2009-10	1.1352		1.1352	0.5594	0.2789	0.8550	0.0500	3.5500	1.3726	8.3747
2008-09	1.1719	0.1663	1.3382	0.5775	0.2845	0.8685	0.0500	3.5500	1.4622	7.7773

Source:

District records and Navajo County Treasurer.

Navajo County Community College District (Northland Pioneer College) Principal Taxpayers Current Year and Ten Years Ago

		2017			2007 (1)	
	Primary Assessed Valuation	Assessed Navajo Valuation County's Primary Assessed Valuation		Primary Assessed Valuation	Rank	Percent of Navajo County's Primary Assessed Valuation
Arizona Public Service Company	\$ 131,274,320	1	53.69%	\$ 96,593,064	1	55.58%
PacifiCorp Electric Operations	52,277,671	2	21.38%	32,473,751	2	18.68%
Peabody Western Coal Co	17,334,500	3	7.09%	15,712,500	3	9.04%
Transwestern Pipeline Co	10,415,034	4	4.26%	7,818,785	6	4.50%
Burlington Northern/Santa Fe Railway	7,257,125	5	2.97%	5,184,182	10	2.98%
Kinder Morgan	6,029,921	6	2.47%	n/a	n/a	n/a
Navopache Electric Co-Op Inc	5,686,242	7	2.33%	5,430,813	9	3.12%
Citizens Telecom of White Mountains	4,983,329	8	2.04%	10,589,603	4	6.09%
Unisource Energy Corporation	4,916,132	9	2.01%	n/a	n/a	n/a
Smith Bagley	4,341,405	10	1.78%	n/a	n/a	n/a
Navajo County Assessed Value	\$ 244,515,679			\$ 173,802,698		

Source:

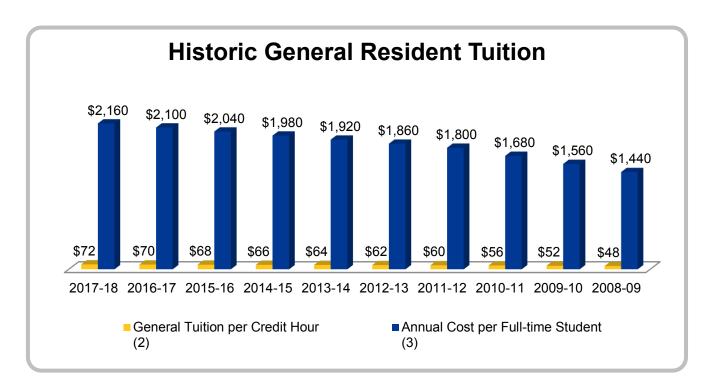
Navajo County Finance Department, 2017 Comprehensive Annual Financial Report.

Navajo County Finance and Assessor Offices.

- (1) Data from 2005-2009 is not available; information is based on 2004 data. Information for principal property taxpayers was not available prior to fiscal year 2010.
- (2) Information presented is based on tax year.

Navajo County Community College District (Northland Pioneer College) Historic General Resident Tuition Last Ten Fiscal Years

		District Histo	ric Tuition	
Fiscal Year (1)	General Tuition per Credit Hour	Annual Cost per Full-Time	Increase (Decrease)
	(2)	Student	Dollars	Percent
		(3)		
2017-18	\$ 72	\$ 2,160	\$ 2	3%
2016-17	70	2,100	2	3%
2015-16	68	2,040	2	3%
2014-15	66	1,980	2	3%
2013-14	64	1,920	2	3%
2012-13	62	1,860	2	3%
2011-12	60	1,800	4	7%
2010-11	56	1,680	4	8%
2009-10	52	1,560	4	8%
2008-09	48	1,440	48	9%



Source:

District records.

- (1) Tuition rate changes are effective beginning the fall term each year.
- (2) For fiscal years 2009-10 and prior, the District utilized a tiered tuition scale featuring plateaus for credit hours between 3.5 7.5 and greater than 12.
- (3) Full-time students are defined as taking 30 credit hours in an academic year.

Navajo County Community College District (Northland Pioneer College) Ratios of Outstanding Debt by Type Last Ten Fiscal Years

Fiscal Year	Capital Lease Obligations	Total Outstanding Debt	Per FTSE (1)	Per Capita
2017-18	-	-	-	-
2016-17	-	-	-	-
2015-16	20,676	20,676	10.66	0.19
2014-15	38,964	38,964	21.04	0.36
2013-14	57,745	57,745	31.64	0.53
2012-13	74,336	74,336	37.89	0.69
2011-12	-	-	-	-
2010-11	83,123	83,123	37.46	0.77
2009-10	-	-	-	-
2008-09	-	-	-	-

Source:

Audited financial statements, Audited FTSE report, U.S. Bureau of Economic F

Notes:

(1) Full Time Student Equivalent (FTSE) is based on a fiscal year.

Navajo County Community College District (Northland Pioneer College) Computation of Legal Debt Margin Last Ten Fiscal Years

	2017-18	2016-17	2015-16	2014-15	2013-14
Secondary Assessed Value of Real					
and Personal Property	\$ 865,076,310	\$ 841,423,700	\$ 843,018,904	\$ 846,247,083	\$ 904,776,443
Debt Limit, 15% of Secondary					
Assessed Value	129,761,447	126,213,555	126,452,836	126,937,062	135,716,466
Amount of Debt Applicable to Debt Limit:					
General Obligation Bonded Debt	 <u> </u>	 -	 -	 -	 -
Total net debt applicable to the limit	-	-	-	-	-
Legal debt margin	\$ 129,761,447	\$ 126,213,555	\$ 126,452,836	\$ 126,937,062	\$ 135,716,466
Total net debt as a percentage of					
debt limit	0.00%	0.00%	0.00%	0.00%	0.00%

	2012-13	2011-12	2010-11	2009-10	2008-09
Secondary Assessed Value of Real					
and Personal Property	\$ 978,263,926	\$ 1,040,412,117	\$ 1,116,355,302	\$1,100,568,483	\$ 998,760,072
Debt Limit, 15% of Secondary					
Assessed Value	146,739,589	156,061,818	167,453,295	165,085,272	149,814,011
Amount of Debt Applicable to Debt Limit:					
General Obligation Bonded Debt					
Total net debt applicable to the limit	-	-	-	-	-
Legal debt margin	\$ 146,739,589	\$ 156,061,818	\$ 167,453,295	\$ 165,085,272	\$ 149,814,011
Total net debt as a percentage of					
debt limit	0.00%	0.00%	0.00%	0.00%	0.00%

Source:

Navajo County Assessor's Office and District records.

Notes:

The Arizona Constitution, Article 9, Section 8, states that a county or school district may become indebted for an amount not to exceed 15% of taxable property.

Navajo County Community College District (Northland Pioneer College) Debt Service Coverage Last Ten Fiscal Years

Fiscal Year	Secondary	General (Obligation	Total Debt	Coverage
	Property Tax (1)	Principal	Interest	Service	Ratio
2017-18	\$ -	\$ -	\$ -	\$ -	N/A
2016-17	-	-	-	-	N/A
2015-16	-	-	-	-	N/A
2014-15	-	-	-	-	N/A
2013-14	-	-	-	-	N/A
2012-13	-	-	-	-	N/A
2011-12	-	-	-	-	N/A
2010-11	-	-	-	-	N/A
2009-10	-	-	-	-	N/A
2008-09	1,656,313	1,605,000	56,175	1,661,175	1.00

Fiscal Year	Revenues	Certificates of	f Participation	Total Debt	Coverage
	(2)	Principal	Interest	Service	Ratio
2017-18	\$ -	\$ -	\$ -	\$ -	N/A
2016-17	-	-	-	-	N/A
2015-16	-	-	-	-	N/A
2014-15	-	-	-	-	N/A
2013-14	-	-	-	-	N/A
2012-13	-	-	-	-	N/A
2011-12	-	-	-	-	N/A
2010-11	-	-	-	-	N/A
2009-10	-	-	_	-	N/A
2008-09	2,824,047	235,000	7,696	242,696	11.64

Source:

District records.

- (1) Secondary Property Tax Revenues are based on a cash basis.
- (2) Revenues include tuition, net of scholarship allowances.

Navajo County Community College District (Northland Pioneer College) Schedule of Demographic and Economic Statistics Last Ten Years

Calendar Year	County Population (1)	County Personal	County Personal	County Unemployment
		Income (In Thousands)	Income Per Capita	Rate
2017	111,266	Not available	Not available	7.6%
2016	110,413	3,235,693	29,408	9.4%
2015 (1)	108,277	3,154,284	29,132	9.6%
2014	109,185	2,965,679	27,162	11.2%
2013	108,694	2,869,655	26,401	13.1%
2012	107,094	2,826,523	26,393	15.2%
2011	107,174	2,780,847	25,947	15.8%
2010	107,449	2,742,716	25,526	16.0%
2009	112,975	2,634,137	23,316	14.9%
2008	112,348	2,539,509	22,604	9.7%

Sources:

Navajo County Finance Department, 2017 Comprehensive Annual Financial Report.

1 - US Bureau of Economic Analysis for 2015 and after (https://bea.gov)

Navajo County Community College District (Northland Pioneer College) Schedule of Employment by Sector and Major Employers Last Ten Calendar Years

Employment by Sector	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
Mining and Construction	2,625	1,525	1,725	1,625	1,600	1,600	1,325	1,450	1,600	2,375
Educational & Health Svcs	4,400	4,125	3,900	3,575	3,575	3,550	3,200	3,550	3,500	3,300
Financial Activities	525	650	625	700	600	575	425	400	475	525
Government	8,850	8,925	9,775	9,325	9,675	9,850	9,500	9,650	10,100	10,400
Leisure & Hospitality	3,850	3,450	3,200	3,700	3,875	3,600	3,625	3,500	3,150	3,475
Manufacturing	275	250	175	150	125	475	525	525	550	800
Information	950	1,050	1,200	1,150	1,175	1,175	1,150	1,150	1,075	1,000
Professional & Business Svcs	1,300	1,325	1,150	1,425	1,175	1,000	1,025	1,000	1,025	1,275
Trade, Transportation & Utilities	5,500	5,475	4,875	4,700	5,175	5,150	5,025	5,250	5,375	5,650
Other Services	450	975	950	925	1,050	950	525	700	750	850

Sources:

Navajo County Finance Department, 2017 Comprehensive Annual Financial Report.

Note

Figures are organized under the North American Industrial Classification System (NAICS).

Major Employers (1)	Employer Type
Apache Railway	Railroad Operation
APS	Electric Services
Arizona Department of Corrections	Prison
Algae Biosciences	Pharmaceuticals
Burlington Northern Santa Fe	Line-Haul
Cellular One	Communications
Forest Energy Corp.	Energy
Hatch Auto Centers	Auto Dealer
Hondah Resort & Casino	Hospitality
Holiday Inn	Hotels and Motels
Home Depot	Retail
Kayenta Boarding B.I.A. School	Education
Keams Canyon Indian Hospital	Medical
K-Mart	Retail
Little Colorado Medical Center	Medical
Lowes	Retail
Navajo Government Executive Branch	Government
Navajo County School District	Education
Navajo Tribal Utility Authority	Utilities
Navopache Electric Cooperative, Inc.	Utility
Northland Pioneer College	Colleges
NovoPower	Energy
Overseas Aircraft Support	Aircraft
Peabody Coal Co., Kayenta	Coal and Mining
Pinon Unified School District #4	Education
Safeway	Retail
Smithfield	Pork Production
Summit Healthcare	Hospital
Tate's Auto Center	Auto Dealer
Wal-Mart SuperCenter	Retail
Western Moulding Co. Inc.	Millwork
White Mountain Apache Tribe	Government

Sources:

Navajo County Finance Department, 2017 Comprehensive Annual Financial Report.

Note:

(1) The number of employees for the 10 largest employers in the County is not available due to State of Arizona non-disclosure restrictions.

Navajo County Community College District (Northland Pioneer College) Enrollment and Degree Statistics Last Ten Years

				F	all Historic	Headcoun	it			
Location	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
Holbrook	469	443	469	480	493	445	486	500	555	543
Show Low	983	1,020	1,024	960	955	1,173	1,409	1,439	1,700	1,536
Snowflake	334	411	367	407	390	499	525	554	705	708
Winslow	416	359	422	376	396	393	419	387	534	499
Kayenta	77	74	75	74	79	81	72	65	102	117
Hopi	101	77	97	113	130	130	135	152	195	152
Whiteriver	239	206	212	195	164	187	170	231	270	264
St Johns	183	176	199	191	188	180	167	191	178	224
Springerville/Eager	107	174	180	227	149	183	236	186	279	332
Sanders (3)	-	-	-	-	-	-	-	-	40	34
Heber (4)	-	-	-	-	-	-	-	-	71	60
Navajo County Misc.	40	33	58	1	11	36	35	37	41	21
Apache County Misc.	123	96	112	97	179	211	113	87	100	122
Department of Corrections	33	32	92	65	47	127	118	101	32	153
Other	377	461	559	515	536	709	748	743	774	745
Total District (1)	3,021	3,044	3,354	3,211	3,234	3,718	3,917	3,951	4,639	4,732

					Fall Histori	ic FTSE (2)				
Location	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
Holbrook	201	202	213	200	190	179	182	200	186	195
Show Low	490	470	493	473	470	526	638	667	753	693
Snowflake	161	164	131	169	143	223	184	208	253	272
Winslow	174	160	186	158	172	184	176	175	219	197
Kayenta	26	24	21	23	24	26	27	29	40	52
Норі	34	26	34	39	47	43	49	40	66	56
Whiteriver	93	92	98	86	64	75	81	105	111	115
St Johns	95	80	99	89	89	85	72	79	53	85
Springerville/Eager	26	46	55	71	43	72	84	72	99	105
Sanders (3)	-	-	-	-	-	-	-	-	11	9
Heber (4)	-	-	-	-	-	-	-	-	15	13
Navajo County Misc	9	7	16	0	2	5	7	9	12	5
Apache County Misc	35	22	24	22	42	48	27	20	23	29
Department of Corrections	19	24	95	60	14	61	53	43	11	148
Other	104	122	136	139	146	216	227	205	212	206
Total District	1,468	1,440	1,601	1,529	1,446	1,743	1,807	1,852	2,064	2,180

		Degrees and Certificates Awarded									
Degrees & Certificates	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	
Associate of Arts	39	33	30	28	39	26	21	31	32	38	
Associate of Arts in Early Childhd	1	1	-	-	-	-	-	-	-	-	
Associate of Arts in Elementary Ed	10	7	11	4	6	6	7	2	1	1	
Associate of Business	3	3	8	9	8	9	7	4	9	3	
Associate of Science	13	17	15	11	5	3	10	3	7	5	
Associate of General Studies	11	22	16	20	33	17	15	16	26	24	
Associate of Applied Science	123	125	121	125	91	93	116	87	114	96	
Certificate of Proficiency	472	734	545	399	341	215	236	271	390	93	
Certificate of Applied Science	102	97	82	68	63	41	9	12	26	24	

Source:

District records.

- (1) Totals are unduplicated headcounts.
- (2) FTSE refers to Full Time Student Equivalent which is calculated by dividing total enrolled credit hours per semester by 15 credit hours.
- (3) Data for this location no longer tracked, included in Apache Co Misc.
- (4) Location was closed.

Navajo County Community College District (Northland Pioneer College) Student Enrollment and Demographic Statistics—Page 1 Last Ten Years

	Attend	ance		Residency		Gei	nder
Fall Semester	Full-Time	Part-Time	In State	Out of County (1)	Out of State	Female	Male
2017	20%	80%	86%	14%	0%	1,809	1,212
2016	21%	79%	87%	13%	0%	1,778	1,266
2015	24%	76%	89%	11%	0%	1,952	1,402
2014	23%	77%	86%	14%	0%	1,922	1,289
2013	21%	79%	88%	12%	0%	1,969	1,265
2012	22%	78%	87%	13%	0%	2,221	1,497
2011	22%	78%	86%	13%	1%	2,333	1,584
2010	24%	76%	88%	11%	1%	2,393	1,558
2009	22%	78%	88%	11%	1%	3,062	1,577
2008	23%	77%	89%	11%	0%	3,042	1,690

			Eth	nic Background	d		
Fall Semester	White (Caucasian)	American Indian	Black	Hispanic	Asian	Pacific Islander	Other/ Unknown
2017	45%	37%	1%	5%	1%	0%	11%
2016	49%	34%	1%	3%	1%	0%	12%
2015	46%	36%	1%	1%	1%	0%	14%
2014	47%	35%	1%	11%	1%	0%	5%
2013	49%	36%	1%	8%	1%	0%	5%
2012	49%	35%	1%	9%	1%	0%	5%
2011	52%	30%	1%	7%	1%	0%	9%
2010	48%	31%	0%	7%	1%	0%	13%
2009	51%	27%	1%	6%	1%	0%	14%
2008	52%	24%	1%	7%	1%	0%	15%

Source:

District records.

Notes:

(1) The District's Enterprise Resource Planning system tracks in-state and out-of-state students; a customized tracking system was created to specifically track students in Apache County. The Out of County amounts listed on this schedule represent Apache County students taking classes in Apache County.

Navajo County Community College District (Northland Pioneer College) Student Enrollment and Demographic Statistics—Page 2 Last Ten Years

Fall Semester	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
19 & Under	1,534	1,618	1,651	1,461	1,437	1,697	1,748	1,726	1,770	1,845
20 - 24	447	462	505	525	508	575	657	641	655	651
25 - 29	322	313	332	316	304	365	381	402	488	474
30 - 39	356	330	425	444	447	516	558	557	609	607
40 - 49	206	164	228	263	275	314	313	316	483	543
50 - 59	104	97	158	151	200	182	174	231	348	365
60 & Over	52	60	55	51	63	69	86	78	286	247
Unknown	-	-	-	-	-	-	-	-	-	-
Total (1)	3,021	3,044	3,354	3,211	3,234	3,718	3,917	3,951	4,639	4,732

Source:

District records.

Note:

(1) Totals are unduplicated headcounts.

Navajo County Community College District (Northland Pioneer College) Employee Statistics (Headcount) Last Ten Fiscal Years

Employees	2017-18	2016-17	2015-16	2014-15	013-14 (3	2012-13	2011-12	2010-11	2009-10	2008-09
Faculty										
Full-time	74	75	78	75	77	76	77	70	70	73
Part-time FTE	86	70	83	83	82	85	64	66	94	77
Subtotal of Faculty	160	145	161	158	159	161	141	136	164	150
Administrative & Support Staff										
Full-time	124	130	129	135	137	133	134	125	125	113
Part-time FTE	184	168	131	138	136	151	156	164	181	235
Subtotal of Staff	308	298	260	273	273	284	290	289	306	348
Total Employees	468	443	421	431	432	445	431	425	<u>470</u>	498
Students per Faculty (1)	11.08	12.60	12.06	11.72	11.48	12.19	14.68	16.32	14.61	17.88
Students per Staff (1)	5.75	6.13	7.46	6.78	6.68	6.91	7.14	7.68	7.83	7.71
Average class size (2)	15	14	14	13	11	12	13	11	12	11

Source:

District records.

- (1) Audited annual Full Time Student Equivalent (FTSE) divided by Subtotal Faculty or Subtotal Staff.
- (2) Average class size is based on an academic year and is calculated using only classes for Liberal Arts and Nursing excluding multicourse labs and two internet classes (POS221 & POS222).
- (3) Average class size for 2013-14 was corrected from 12 to 11

Navajo County Community College District (Northland Pioneer College) Schedule of Capital Asset Information Last Ten Fiscal Years

	Fiscal Years									
Location	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13	2011-12	2010-11	2009-10	2008-09
Old Holbrook Campus										
Total Square Footage	_	-	_	-	_	_	_	12,360	12,360	12,360
Total Acreage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	40.00	40.00
3										
Old District Office Location										
Total Square Footage										
102 N. 1st Avenue	8,320	8,320	8,320	8,320	8,320	8,320	8,320	8,320	8,320	8,320
103 N. 1st Avenue (1)	-	-	-	-	-	-	-	-	12,000	12,000
Total Acreage	0.54	0.54	0.54	0.54	0.54	0.54	0.54	0.54	0.54	0.54
, otal 7 to ougo	0.0.	0.01	0.0.	0.0.	0.0.	0.0.	0.0.	0.0	0.0 .	0.0.
New Holbrook Campus										
Total Square Footage	101,287	101,287	101,287	101,287	101,287	56,220	56,220	56,220	56,220	56,220
Total Acreage	27.71	27.71	27.71	27.71	27.71	27.71	27.71	27.71	27.71	27.71
rotal / toroage	27.71	27.71	27.77	21.71	27.71	21.11	27.71	27.71	27.71	21.71
Show Low Campus										
Total Square Footage	84,646	84,646	84,646	84,646	84,646	84,646	84,646	84,646	84,646	84,646
Total Acreage	31.69	31.69	31.69	31.69	31.69	31.69	31.69	31.69	31.69	31.69
Total Acreage	01.00	01.00	01.00	01.00	01.00	01.00	01.00	01.00	01.00	01.00
Snowflake Campus										
Total Square Footage	60,240	60,240	60,240	60,240	60,240	60,240	60,240	60,240	60,240	60,240
Total Acreage	18.5	18.5	18.5	18.5	18.5	18.5	18.5	18.5	18.5	18.5
Total Acreage	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5
Winslow Campus										
Total Square Footage	50,540	50,540	50,540	50,540	50,540	50,540	50,540	50,540	50,540	50,540
Total Acreage	26.72	26.72	26.72	26.72	26.72	26.72	26.72	26.72	26.72	26.72
Total Acreage	20.72	20.72	20.72	20.72	20.72	20.72	20.72	20.72	20.72	20.72
Kayenta Center (1)										
Total Square Footage	3,000	3,000	3,000	3,000	3,000	3,532	3,532	1,700	1,700	1,700
Total Square Footage	3,000	3,000	3,000	3,000	3,000	3,332	3,332	1,700	1,700	1,700
Hopi Center (2)										
Total Square Footage	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500
Total Square Tootage	9,300	9,500	9,300	9,500	9,300	9,500	9,500	9,500	9,500	9,500
Whiteriver Center (2)										
Total Square Footage	12,992	12,054	12,054	12,054	12,054	12,054	12,054	12,054	12,054	12,054
Total Square Footage	12,992	12,054	12,054	12,054	12,054	12,054	12,054	12,054	12,054	12,054
St Johns Center (1)										
Total Square Footage	5,320	5,320	5,320	5,320	5,320	5,320	5,320	5,320	5,320	5,320
Total Square Tootage	3,320	3,320	3,320	3,320	3,320	3,320	3,320	3,320	3,320	3,320
Springerville/Eager Center										
Total Square Footage										
940 E Maricopa (1)	25,670	25,670	25,670	25,670	25,670	25,670				
578 N. Main	25,670	25,670	25,670	25,670	25,670	25,670	4 000	4 000	4 000	4 000
	-	-	-	-	-	-	4,000	4,000	4,000	4,000
District Owned Modulars	-	-	-	-	-	-	2,880	2,880	2,880	2,880
Hohor Contor (2)										
Heber Center (3)									0.070	0.070
Total Square Footage	-	-	-	-	-	-	-	-	3,870	3,870
T-t-LDi-tr-1										
Total District	004 545	000	000	000 ===	000	040.046	007.055	007.705	000.050	000 075
Total Square Footage	361,515	360,577	360,577	360,577	360,577	316,042	297,252	307,780	323,650	323,650
Total Acreage	105.16	105.16	105.16	105.16	105.16	105.16	105.16	145.16	145.16	145.16

Source:

District records.

- $\begin{tabular}{ll} \end{tabular} \begin{tabular}{ll} \end{tabular} \beg$
- (2) District owned building on Tribal lands, only square footage of building included.
- (3) Location closed.

Navajo County Community College District, Holbrook, AZ



Expanding Minds, Transforming Lives

In September 1974, a previously abandoned hospital, elementary school and commercial buildings throughout Navajo County became centers for learning opportunities that would transform lives for generations to come. Located close to population clusters, these centers were outlets for college courses, fun workshops and vocational training from Northland Pioneer College, utilizing a decentralized concept unique in Arizona.

Innovation and technology allowed NPC to expand educational opportunities through the years. NPC pioneered the use of microwave technology to provide interactive video instruction, allowing an instructor at one center to teach students at multiple locations.

Today, NPC's wireless wide area network (WWAN) connects 11 different locations, scattered over an area almost equal in size to the state of West Virginia! A grant from the U.S. Department of Education in 2016 allowed NPC to upgrade its video system to high definition and increase interactivity between students and faculty. This system allows NPC to bring higher education courses to high

school students in the remote, rural areas of Northeastern Arizona. Without this opportunity, a college education would be beyond the geographical and financial reach of many of these students.

This year 14 schools are participating in "Project TALON": (Technology to Advance Learning Outcomes at Northland)" and nearly 200 high school students have taken advantage of this distance eduction opportunity. Technology is a vital instructional tool and NPC has opened doors to higher education throughout northeastern Arizona.



Navajo County Community College District (Northland Pioneer College)



Lindsey A. Perry Auditor General





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

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Report Issued Separately

Comprehensive Annual Financial Report

Independent auditors' report on internal control over financial reporting and on compliance and other matters based on an audit of basic financial statements performed in accordance with *Government Auditing Standards*

Members of the Arizona State Legislature

The Governing Board of Navajo County Community College District

We have audited the financial statements of the business-type activities and aggregate discretely presented component units of Navajo County Community College District as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated November 9, 2018. Our report includes a reference to other auditors who audited the financial statements of the aggregate discretely presented component units, as described in our report on the District's financial statements. We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. However, the financial statements of the aggregate discretely presented component units were not audited in accordance with *Government Auditing Standards*, and accordingly, this report does not include reporting on internal control over financial reporting or instances of reportable noncompliance associated with the aggregate discretely presented component units.

Internal control over financial reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the basic financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's basic financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items 2018-01 and 2018-02, that we consider to be significant deficiencies.

Compliance and other matters

As part of obtaining reasonable assurance about whether the District's basic financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Navajo County Community College District's response to findings

Navajo County Community College District's responses to the findings identified in our audit are presented in its corrective action plan at the end of this report. The District's responses were not subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we express no opinion on them.

Purpose of this report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lindsey Perry, CRA Auditor General

November 9, 2018

Independent auditors' report on compliance for each major federal program; report on internal control over compliance; and report on schedule of expenditures of federal awards required by the Uniform Guidance

Members of the Arizona State Legislature

The Governing Board of Navajo County Community College District

Report on compliance for each major federal program

We have audited Navajo County Community College District's compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018. The District's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' responsibility

Our responsibility is to express an opinion on compliance for each of the District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the District's compliance.

Opinion on each major federal program

In our opinion, Navajo County Community College District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

Report on internal control over compliance

The District's management is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on schedule of expenditures of federal awards required by the Uniform Guidance

We have audited the financial statements of the business-type activities and aggregate discretely presented component units of Navajo County Community College District as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements. We issued our report thereon dated November 9, 2018, that contained unmodified opinions on those financial statements. Our report also included a reference to our reliance on other auditors. Our audit was conducted for the purpose of forming our opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of the District's management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in

the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Lindsey Perry, CPACFE

Auditor General

November 16, 2018



SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Summary of auditors' results

Financial statements

Type of auditors' report issued on whether the financial statements audited were prepared in accordance with generally accepted accounting principles

Unmodified

Internal control over financial reporting

Material weaknesses identified?

No

Significant deficiencies identified?

Yes

Noncompliance material to the financial statements noted?

No

Federal awards

Internal control over major programs

Material weaknesses identified?

No

Significant deficiencies identified?

None reported

Type of auditors' report issued on compliance for major programs

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR §200.516(a)?

No

Identification of major programs

CFDA number 84.007, 84.033, 84.063 84.031

Name of federal program or cluster Student Financial Assistance Cluster Higher Education—Institutional Aid Dollar threshold used to distinguish between Type A and Type B programs \$750,000

Auditee qualified as low-risk auditee? Yes

Other matters

Auditee's summary schedule of prior audit findings required to be reported in accordance with 2 CFR §200.511(b)? Yes

Financial statement findings

2018-01

Managing risk

Condition and context—The District's process for managing its risks did not include an overall risk-assessment process that included identifying, analyzing, and responding to the district-wide information technology (IT) risks, such as potential harm from unauthorized access, use, disclosure, disruption, modification, or destruction of IT data and systems. Also, it did not include identifying, classifying, and inventorying sensitive information that might need stronger access and security controls and evaluating and determining the business functions and IT systems that would need to be restored quickly if the District were impacted by disasters or other system interruptions.

Criteria—Effectively managing risk at the District includes an entity-wide risk-assessment process that involves members of the District's administration and IT management to determine the risks the District faces as it seeks to achieve its objectives to not only report accurate financial information and protect its IT systems and data but to also carry out its overall mission and service objectives. The process should provide the basis for developing appropriate responses based on identified risk tolerances and specific potential risks to which the District might be subjected. To help ensure the District's objectives can be met, an annual risk assessment should include considering IT risks. For each identified risk, the District should analyze the identified risk and develop a plan to respond within the context of the District's defined objectives and risk tolerances. The process of managing risks should also address the risk of unauthorized access and use, modification, or loss of sensitive information and the risk of losing the continuity of business operations in the event of a disaster or system interruption.

Effect—The District's administration and IT management may put the District's operations and IT systems and data at unintended and unnecessary risk.

Cause—The District relied on an informal process to manage IT risks. Also, the District lacked written policies and procedures for inventorying its data and performing an analysis of potential impacts to business functions and IT systems to determine the highest risks for continuing operations.

Recommendations—The District should identify, analyze, and reduce risks to help prevent undesirable incidents and outcomes that could impact business functions and IT systems and data. It also should plan for where resources should be allocated and where critical controls should be implemented. To help ensure it has effective entity-wide policies and procedures to achieve these objectives, the District should follow guidance from a credible IT security framework such as that developed by the National Institute of Standards and Technology. Responsible administrative officials and management over finance, IT, and other entity functions should be asked for input in the District's process of managing risks. The District should conduct the following as part of its process of managing risks.

- Perform an annual entity-wide IT risk-assessment process that includes evaluating risks such as risks of
 inappropriate access that would affect financial data, system changes that could adversely impact or
 disrupt system operations, and inadequate or outdated system security.
- Evaluate and manage the risks of holding sensitive information by identifying, classifying, and inventorying the information the District holds to assess where stronger access and security controls may be needed to protect data in accordance with state statutes and federal regulations.

Evaluate and determine the business functions and IT systems that would need to be restored quickly
given the potential impact disasters or other IT system interruptions could have on critical organizational
functions, such as student services, and operations, such as payroll and accounting, and determine
how to prioritize and plan for recovery.

The District's responsible officials' views and planned corrective action are in its corrective action plan included at the end of this report.

This finding is similar to prior-year finding 2017-01.

2018-02

Information technology (IT) controls—access, configuration management, security

Condition and context—The District's control procedures were not sufficiently designed, documented, and implemented to respond to risks associated with its IT systems and data. The District lacked adequate procedures over the following:

- Restricting access to its IT systems and data—Procedures did not consistently help prevent or detect unauthorized or inappropriate access.
- **Configuring systems securely**—Procedures did not ensure IT systems were securely configured and configuration changes were adequately managed.
- **Securing systems and data**—IT security policies and procedures lacked controls to prevent unauthorized or inappropriate access or use, manipulation, damage, or loss.

Criteria—The District should have effective internal controls to protect its IT systems and help ensure the integrity and accuracy of the data it maintains.

- Logical and physical access controls—Help to ensure systems and data are accessed by users who have a need, access granted to systems and data is appropriate, the District monitors and reviews access to key systems and data, and the District protects the physical access to its system infrastructure.
- Well-defined documented configuration management process—Ensures the District's IT systems
 are configured securely. This helps limit the possibility of an adverse impact on the system security or
 operations.
- IT security internal control policies and procedures—Help prevent, detect, and respond to instances of unauthorized or inappropriate access or use, manipulation, damage, or loss to its IT systems and data.

Effect—There is an increased risk that the District may not adequately protect its IT systems and data, which could result in unauthorized or inappropriate access and the loss of confidentiality and integrity of systems and data.

Cause—The District had not sufficiently documented and fully implemented its policies and procedures over protecting IT systems and data.

Recommendations—To help ensure the District has effective policies and procedures over its IT systems and data, the District should follow guidance from a credible IT security framework such as that developed

by the National Institute of Standards and Technology. To help achieve these control objectives, the District should develop, document, and implement control procedures in each IT control area described below:

Access

- Periodically review employee user access ensuring appropriateness and compatibility with job responsibilities.
- Remove terminated employees' access to IT systems and data.
- Review contractor and other nonentity account access to ensure it remains appropriate and necessary.
- Evaluate the use and appropriateness of accounts shared by two or more users and manage the credentials for such accounts.
- Enhance authentication requirements for IT systems.
- Review data center physical access periodically to determine whether individuals still need it.

Configuration management

• Configure IT resources appropriately and securely, manage changes to IT resource configurations, and maintain configuration settings.

Security

- Perform proactive key user and system activity logging and log monitoring, particularly for users with administrative access privileges.
- Prepare and implement a security incident-response plan making it clear how to report and handle incidents.
- Provide all employees ongoing training on IT security risks and their responsibilities to ensure systems and data are protected.
- Perform IT vulnerability scans and remediate vulnerabilities in accordance with a remediation plan.
- Identify, evaluate, and apply patches in a timely manner.

The District's responsible officials' views and planned corrective action are in its corrective action plan included at the end of this report.

This finding is similar to prior-year findings 2017-02 (access), 2017-03 (configuration management), and 2017-04 (IT security).

Navajo County Community College District (Northland Pioneer College) Schedule of expenditures of federal awards Year ended June 30, 2018

Federal agency/CFDA number	Federal program name	Cluster title	Pass-through grantor	Pass-through grantor's number	Program expenditures
National Sciene	ce Foundation				
47 076	Education and Human Resources		Science Foundation AZ	DUE-0728405	\$ 26,667
47 076	Education and Human Resources		Science Foundation	17-085	600
	Total 47.076				27,267
	Total National Science Foundation				27,267
Small Business	s Administration				
59 037	Small Business Development Centers		Maricopa County Community College District	SBAHQ-17-B-0026	123,832
Department of	Education				
84 002	Adult Education—Basic Grants to States		Arizona Department of Education	V002A1800003	462,003
84 007	Federal Supplemental Educational Opportunity Grants	Student Financial Assistance Cluster			59,000
84 033	Federal Work-Study Program	Student Financial Assistance Cluster			129,379
84 063	Federal Pell Grant Program	Student Financial Assistance Cluster			2,224,129
	Total Student Financial Assistance Cluster				2,412,508
84 031	Higher Education—Institutional Aid				380,319
84 048	Career and Technical Education—Basic Grants to States		Arizona Department of Education	V048A170003	309,220
84 334	GEAR UP State Grant 2012-19		Northern Arizona University	1001848-23	6,584
	Total Department of Education		-		3,570,634
	Total expenditures of federal awards				\$ 3,721,733

Note 1 - Basis of presentation

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Navajo County Community College District for the year ended June 30, 2018. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Note 2 - Summary of significant accounting policies

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

Note 3 - Catalog of Federal Domestic Assistance (CFDA) numbers

The program titles and CFDA numbers were obtained from the federal or pass-through grantor or the 2018 Catalog of Federal Domestic Assistance.

Note 4 - Indirect cost rate

The District did not elect to use the 10 percent de minimis indirect cost rate as covered in 2 CFR §200.414.

November 9, 2018

Lindsey Perry, Auditor General Office of the Auditor General 2910 N. 44th St., Ste. 410 Phoenix, AZ 85018

Dear Ms. Perry:

We have prepared the accompanying corrective action plan as required by the standards applicable to financial audits contained in *Government Auditing Standards* and by the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Specifically, for each finding we are providing you with our responsible officials' views, the names of the contact people responsible for corrective action, the corrective action planned, and the anticipated completion date.

Sincerely,

Maderia J. Ellison

Associate Vice President/Chief Business Officer

Ellism

Financial statement findings

2018-01 - Managing Risk

The District should identify, analyze and reduce risks to help prevent undesirable incidents and outcomes that could impact business functions and IT systems and data.

Phillip Way, Associate Vice President and Chief Information Officer & Maderia Ellison, Associate Vice President and Chief Business Officer Anticipated completion date: Sept. 1, 2019

Corrective Action Plan:

The District has been made aware of the issues related to risk-assessment process and concurs with the finding and recommendations.

The District will make the necessary changes to improve an entity-wide risk-assessment process that includes District Administration and IT management to develop an appropriate risk response that defines objectives to identify risks, define risk tolerance, identify, analyze and respond to identified risk; specifically it will:

- Develop new policies and procedures to formalize an entity wide risk assessment process that will include information technology.
- Evaluate and identify risk scenarios, including likelihood and magnitude; document and disseminate results, review, and prioritize for mitigation.
- Develop and document security measures to identify, classify and inventory sensitive information with procedure(s) that include security categories of classification, potential state statutes and federal regulations which may apply and disclosure notification as part of District procedure.
- Evaluate and update existing business continuity plan to include disaster impact on key business processes and establish a prioritization of these functions with defined acceptable time frames.
- Recruit and hire a Security Coordinator as a position that has been vacant for more than a year, as a primary area of focus and responsibility.

2018-02 – Information technology (IT) controls – access, configuration management and security

The District should improve its access, configuration management and security over information technology resources.

Phillip Way, Associate Vice President and Chief Information Officer Anticipated completion date: July 1, 2019

Corrective Action Plan:

The District has been made aware of the issues related to improving existing access, configuration management and security and concurs with the finding and recommendations.

The District will make the necessary changes to improve existing access controls over information technology resources; specifically it will:

- Evaluate and update existing controls and processes to review user access to network and systems. Process development to establish supervisory responsibilities at all leadership levels to ensure compliance with IS/IT mandates.
- Evaluate and update existing policies and procedures across the District departments to
 effectively provide timely employee status updates that notify IS/IT for timely removal of
 employee access and/or removal of account.
- Evaluate and update existing contractor and nonentity account access audit procedure for annual review.
- Evaluate and document shared network access account procedure to include revision of credentials when group members leave a shared account.
- Evaluate and update existing password policy for all account users and apply to all network and system accounts.
- Update and define physical access policy/procedure to data center locations.

The District will make the necessary changes to improve existing configuration management over information technology resources; specifically it will:

- Evaluate and update existing configuration management procedures against current IS/IT standards and best practices and update where needed and implemented.
- Evaluate and evolve the IS/IT resources configuration settings for all systems and document those processes.
- Continue to recruit and hire a Database Administrator as a position that has been vacant for the past four years as a primary area of focus and responsibility.

The District will make the necessary changes to improve existing security controls over information technology resources; specifically it will:

- Develop through evolution of existing controls, effective IS/IT security processes that aid
 in the prevention, detection and response to potential unauthorized access/use,
 manipulation, damage, or loss of IS/IT resources. The security posture of the District is
 already undergoing significant development and has recognized this area in the recent
 year with a great attention. The District has been seeking to hire a Security Coordinator
 for the past year and the position is currently still vacant.
- Establish enhanced monitoring and logging practice to be developed further with procedure outlining expectations and actions required.
- Evaluate and establish an incident response plan scenario and test cycle to ensure effective incident response measures.
- Coordinate internal training development with the District trainer to establish a
 continuous program focused on IS/IT security risk. Training will include a basic
 understanding of information security, personal user responsibility, recognizing potential
 risk/threat vectors, and proper reporting and handling of incidents.
- Perform, analyze, and evaluate, on a periodic basis, an IS/IT vulnerability scan. Results will be shared as appropriate and actions taken as required.
- Continue to evaluate and update service patches as appropriate and timely required.

November 9, 2018

Lindsey Perry Auditor General 2910 N. 44th St., Ste. 410 Phoenix, AZ 85018

Dear Ms. Perry:

We have prepared the accompanying summary schedule of prior audit findings as required by the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Specifically, we are reporting the status of audit findings included in the prior audit's schedule of findings and questioned costs

Sincerely,

Maderia J. Ellison

Associate Vice President/Chief Business Officer

Navajo County Community College District (Northland Pioneer College) Summary schedule of prior year audit findings Year Ended June 30, 2018

The District should improve its risk-assessment process to include information technology security.

Finding No. 2017-01

Status: Partially Corrected

As of June 30, 2018, the District has not fully implemented the necessary changes to improve and document an entity-wide risk-assessment process that includes District Administration and IT management due to the complexity of the requirement. The District has developed policies and procedures documenting and addressing the IT risk-assessment process and continues to develop entity-wide risk assessment processes in addition to improving its IT risk assessments and better document remediation, prioritization and responses.

The District should improve its access controls over information technology resources.

Finding No. 2017-02

Status: Partially Corrected

As of June 30, 2018, the District has not fully implemented the necessary changes to improve existing access controls over information technology resources due to the complexity of the requirements. The District has developed policies and procedures documenting the control processes over IT access controls. These policies and procedures allow the District to better monitor, manage and control access to data and IT devices.

The District should improve its configuration management process over information technology resources.

2017-03

Status: Partially Corrected

As of June 30, 2018, the District has not fully implemented the necessary changes to improve existing configuration management over information technology resources. The District has developed IT Management Guidelines documenting the process, applications and roll back processes of configuration management.

The District should improve security over information technology resources.

2017-04

Status: Partially Corrected

As of June 30, 2018, the District has not fully implemented the necessary changes to improve security over information technology resources. The District has developed policies and procedures documenting the security protocol over IT management. These policies and procedures allow the District to better maintain IT security, manage and review access to data and IT devices.



Regular Meeting Agenda Item 8B January 15, 2019 Action Item

REQUEST TO APPROVE EXTERNAL HEARING OFFICERS, Procedure 2755

Recommendation:

Staff recommends the approval of the list of external Hearing Officers under Procedure 2755, Discipline of Employees.

Summary:

College Procedure 2755 requires that the District Governing Board approve a list of acceptable hearing officers on an annual basis (Procedure 2755, ll.C). The approval of acceptable external hearing officers will be used for calendar year 2019. The list of Hearing Officers is provided by the college attorney and these individuals have agreed to serve if called on.

NORTHLAND PIONEER COLLEGE

List of Hearing Officers/Investigators

Prudence Lee

1023 E. Country Gables Dr. Phoenix, AZ 85022 602-758-9914

• Clyde Dangerfield

Cantelme & Brown, PLC. 3003 N. Central Ave., Suite 600 Phoenix, AZ 85012 602-281-6859

• Pierce Coleman

2020 North Central Ave., Suite 670 Phoenix, AZ 85004 Office 602-772-5506 Justin Pierce direct line 602-772-5507

• Don Peters

PETERS, CANNATA & MOODY PLC 3030 North Third St., Suite 905 Phoenix, Arizona 85012 602 248 2900

• C. Benson Hufford

Hufford Horstman Mongini Parnell & Tucker, PC Tucson, Arizona (also has an office in Flagstaff) 928-226-0000

Regular Meeting Agenda Item 8C January 15, 2019 Action Item

Standards of Conduct Policy

Recommendation:

Staff recommends District Governing Board adoption of a board policy regarding standards of conduct in procurement.

Summary:

The college, in accordance with the Codes of Federal Regulation (CFR) and as required under federal funding, must adopt and maintain a written standards of conduct policy per the CFR citation noted below. This policy will also provide a reference point for future procedures, as required, to address employee conduct (5 CFR 2635).

§ 200.318 General procurement standards.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts.

Policy 1219 Standards of Conduct

The President, or designee, shall establish a procedure for compliance with <u>2 C.F.R. Part 200, §200.318(c)(1)</u> (*General procurement standards*) governing the actions of all public officers and employees engaged in the selection, award and administration of contracts.

Regular Meeting Agenda Item 8E January 15, 2019 Action Item

Request to Re-approve Multiyear Contract with EBSCO

Recommendation:

Staff recommends re-approval to renew an ongoing contract with EBSCO, a company which provides academic library data bases to support instruction.

Summary:

The request to renew EBSCO was approved by the District Governing Board at the December 18, 2018 meeting. The DGB is receiving this request again because the original contract did not include the six months from January 1, 2019 to June 30, 2019. This contract would allow the institution to lock in an annual rate of 2.5%. The multi-year agreement only includes an annual increase of 2.5% rather than the industry standard of 5%. The college will be billed annual installments for the next three and a half years. This is the same rate that was approved by the board at the December 18, 2018 meeting. 1st six months \$10,020, 1st year \$20, 542, 2nd year \$21,055, 3rd year \$21,582 for a total of \$73,199



Product Order Form

CustID:
OrderID:
Date:

s8434783 WSR387823 12/04/2018

Page 1 of 1

P.O. Box 682 Ipswich, MA 01938 USA www.ebsco.com

(978) 356-6500 (800) 653-2726 **Fax:** (978) 356-5640 information@epnet.com

Purchasing Customer NORTHLAND PIONEER COLLEGE 2251 E. NAVAJO BLVD HOLBROOK, AZ, 86025 USA

Contact: Stan Pirog (928) 524-7323 stan.pirog@npc.edu Billing Address NORTHLAND PIONEER COLLEGE 2251 E. NAVAJO BLVD HOLBROOK, AZ, 86025 USA

Your invoice will be sent to: Stan Pirog

stan.pirog@npc.edu

Product Name	Begin Date	Expire Date	Price
EBSCO Package			\$73,199.00
Academic Search Complete	01/01/2019	06/30/2022	
CINAHL Complete	01/01/2019	06/30/2022	

Total: \$73,199.00

The above excludes all applicable tax

Currency: US Dollar

Price represented is the cash discounted price for payments received by check or electronic payment. If paying by a method other than check or electronic payment, please inquire for non cash discounted pricing. Payment due upon receipt of invoice. Interest of 1 percent per month charged for payment received later than 30 days after invoice date. eBooks and eAudiobooks ordered are non-returnable and non-refundable.

Terms and Conditions

Customer agrees to terms and conditions of the appropriate EBSCO License Agreement for usage of purchased access or subscription to electronic databases, econtent and services. If ordering ebooks or audiobooks, customer also agrees to the terms and conditions of the Library eContent Agreement. If ordering EIS Professional Services, customer also agrees to the Professional Services Engagement terms and conditions.

Order Comments:

To be invoiced in the following installments: 1.1.19 - \$10,020 7.1.19 - \$20,542 7.1.20 - \$21,055 7.1.21 - \$21,582

Please sign, scan and email this form to: ASHTON DAVIS at asdavis@ebsco.com

Thank you for your business!

If unable to scan, please fax to: 978 356-5640

Regular Meeting Agenda Item 8F January 15, 2019 Action Item

Request to Re-Approve Purchase of Anatomage Tables

Recommendation:

Staff recommends the re-approval of purchase for two Anatomage clinical tables, using Title III NASNTI funds, in the amount of \$119,295.20.

Summary:

In December the Board approved the purchase of two Anatomage clinical tables, using Title III NASNTI funds, for a cost of \$113,990.00. However the college subsequently discovered that use tax would be required. Working with the vendor the college received a price reduction of \$4000 per table to offset some of the additional cost incurred. A breakdown of the new costs is attached in the revised quote below showing an increase of \$5305.20 to the originally approved amount. All funds are still available through the supplemental funding received from the Title III NASNTI program.

Northland Pioneer College EXPANDING MINDS • TRANSFORMING LIVES

REQUISITION

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s U.,	Anatomage Inc.				well & Hu					Date Ja	n 8, 2019
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T R	Ph: (408) 885-1474 Phone FAX (408) 295-9786 info@anatomage.com		age.com	Rickey	E PRESIDE	9)	nuired for Purch	ases \$10.000 8		Date .	n 8, 2019 / /
D							•			Date	, ,
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Anatomage

Price Quotation

Anatomage Inc. 303 Almaden Blvd., #700 San Jose, CA 95110 www.anatomage.com info@anatomage.com (408) 885-1474 Phone (408) 295-9786 Fax

Prepared By

Kingston Yi

(310) 490-8171

Phone Email

kyi@anatomage.com

Contact Name

P.J. Way

Phone

(800) 266-7845

Email

phillip.way@npc.edu

Bill To Name

Northland Pioneer College

Bill To

1001 W Deuce of Clubs,

Show Low, Arizona 85901

United States

Ship To Name

Created Date

Expiration Date

Quote Number

Northland Pioneer College

Ship To

1001 W Deuce of Clubs

Show Low, Arizona 85901

United States

1/7/2019

3/31/2019

2018-2911

Additional

Information

Turnaround time is ~4-6 weeks from receipt of PO

Product	Line Item Description	Sales Price	Quantity	Total Price
Anatomage Table Clinical	Clinical table w/full content	\$58,000.00	1.00	\$58,000.00
1st Year Warranty, Software Upgrade, Tech Support	Included w/Table	\$0.00	1.00	\$0.00
InVivo5 3D Imaging Software with Medical Design Studio	Included w/Table	\$0.00	1.00	\$0.00
On-site Training	Included w/ Table	\$0.00	1.00	\$0.00
Crate	wooden crate to ship Table	\$600.00	1.00	\$600.00
Multi Unit Discount	2 units	(\$4,500.00)	1.00	(\$4,500.00)

Total Price

\$54,100.00

Shipping and

\$895.00

Handling

Grand Total

\$54,995.00

Country of Origin: United States Place of Manufacture: San Jose, CA

Price does not include taxes and duties, which must be paid by Consignee

Quote is only valid in USD

Acceptance



Price Quotation

Anatomage Inc. 303 Almaden Blvd., #700 San Jose, CA 95110 www.anatomage.com info@anatomage.com (408) 885-1474 Phone (408) 295-9786 Fax

Prepared By

Kingston Yi

Created Date

1/7/2019

Phone

(310) 490-8171

Expiration Date

3/31/2019

Email

kyi@anatomage.com

Quote Number

2018-3448

Contact Name

P.J. Way

Phone

(800) 266-7845

Email

phillip.way@npc.edu

Bill To Name

Northland Pioneer College - AZ

Ship To Name

Northland Pioneer College - AZ

Bill To

1001 W Deuce of Clubs,

Ship To

1400 E 3rd St

Show Low, Arizona 85901

one 95001

Winslow, Arizona 86047 United States

United States

Additional

Turn around times are 4-6 weeks

Information

Product	Line Item Description	Sales Price	Quantity	Total Price
Anatomage Table Clinical	1/2 the size and full content as Table	\$58,000.00	1.00	\$58,000.00
1st Year Warranty, Software Upgrade, Tech Support	Included w/ Table	\$0.00	1.00	\$0.00
Medical Design Studio	Included w/ Table	\$0.00	1.00	\$0.00
On-site Training	Included w/ Table	\$0.00	1.00	\$0.00
Crate	wooden crate to ship Table	\$600.00	1.00	\$600.00
Multi Unit Discount	2 units	(\$4,500.00)	1.00	(\$4,500.00)

Total Price \$54,100.00
Shipping and \$895.00
Handling
Grand Total \$54,995.00

Country of Origin: United States Place of Manufacture: San Jose, CA

Price does not include taxes and duties, which must be paid by Consignee

Quote is only valid in USD

Acceptance

Signature Date

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

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

Description of Product and/or Service: 2 Anatomage clinical tables, which will provide anatomy visualization technology for use in classes with one table located at the Little Colorado Campus and the other table located at the White Mountain Campus.

Na	me of Supplier: Anatomage, Inc. Date: 12/12/2018
Ple	ase select the reason for recommending the above named supplier:
	The requested product is an integral part or accessory to existing equipment.
	The service requested is for existing equipment which can only be completed by the original manufacturer or manufacturer's designated service provider.
✓	The requested product or service has unique design, performance, and/or quality specifications that are essential to particular teaching needs and are not available in comparable products.
	The requested service requires a supplier that can demonstrate unique skills or experience.
✓	Only one supplier is capable of providing supplies, services, or construction.
	Emergency – The goods or services are needed to correct or prevent an emergency health, environmental or safety hazard; special or time sensitive events; and/or emergency repair or replacement of existing equipment essential for daily operations.
	ne frame this Justification will extend from: December 2018 to: February 2018 (Not to exceed 5 ars.)
Ad	ditional Information (Required Irrespective of Reason Selected):
	ase explain why other suppliers were excluded from the evaluation. Attach additional sheets if
Do 23, An NP	cessary. In Crews, with the United States Department of Education, directed Ms. Heister on October 2018 (email included below in the packet) to proceed with this purchase of the 2 atomage clinical tables under the Title III NASNTI using the monetary post award that C received, as no comparable products are available to specifically deliver collaborative, distance atomy curriculum.
	compatibility with existing equipment is your reason for recommending the supplier, provide the lowing information about the existing equipment.
De	scription:N/A
Ма	nufacturer & Model No.:
	her Suppliers Contacted: Note all other suppliers considered for this product or service. Include the ison why the product or service was not acceptable. Attach additional sheets if necessary.
	a) Supplier: N/A

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

	Contact Name & Phone #:
	Product/Service Description:
	Technical Deficiency:
b)	Supplier:N/A
•	Contact Name & Phone #:
	Product/Service Description:
	Technical Deficiency:
Autho	rization
Rickey	Jackson
	or Typed Name of Vice President/Chief Business Officer
	Ason (Dec 13, 2018)
Signati	ure of Vice President/Chief Business Officer
Danall	Haistan.
	Heister I or Typed Name of Requester
	el & Hurbo
,,	ure of Requester
	that I am in compliance with the Disclosure of Substantial Interest requirements (Policy 1220, lure 2715). I understand and accept my obligation to disclose any interest in a proposed College ction.
l have	no substantial interest to disclose.
best of	ove is an accurate and current statement of all my reportable outside interests and activities, to the my knowledge.
Date: _	Dec 13, 2018 Requester's Signature: Foull & Hubo
	For CBO Use Only
	CHIEF BUSINESS OFFICER APPROVAL
Annrov	# 12 도시 : 도시 : 12 도
Appro	
	Need additional information before a decision can be made.
	Note: approved as sole source per grantor direction on purchase. Information needed:
	는 보이 아는 보는 지수는 보는 이 아이가 이 보다는 원부로 보이면 아직들은 사람들은 회사들은 회사를 가지 않는 것은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

NPC Procedures:

Northland Pioneer College purchasing procedures permit, under certain conditions, purchases of goods or services from a directed or sole source without soliciting bids from multiple sources.

NPC recognizes that special circumstances may not support the use of competitive bidding. In these situations, directed or sole source purchases may be an acceptable alternative.

Directed or sole source purchases are an exception to the Northland Pioneer College Purchasing Procedure, and must always be in writing. The Chief Business Officer will approve a directed or sole source purchase on a case-by-case basis.

Definitions:

<u>Directed Source:</u> Indicates a product or service must, for specific and justifiable reasons, be purchased from one specified supplier. Directed Source procurement may be used when one of the following conditions exists:

- The requested product is an integral part or accessory to existing equipment.
- The service requested is for existing equipment which can only be completed by the original manufacturer or manufacturer's designated service provider.
- The requested product or service has unique design, performance, and/or quality specifications
 that are essential to a particular research protocol or teaching needs and are not available in
 comparable products.
- The requested service or system requires a supplier with unique skills or experience.

Sole Source: Indicates only one supplier exists capable of providing a particular product or service.

Process:

The Directed or Sole Source Justification Form shall accompany any request for a purchase from a Directed or Sole Source where:

- the purchase exceeds \$5,000 (*3,500 for federal grant purchases), and
- the purchase is not covered by an existing contract or price agreement.

Furnish the necessary explanation and documentation as noted on the form. The requestor and the appropriate approver (vice president) must co-sign this document. Forward the form and supporting documentation to the Vice President for Administrative Services for review and approval.

Evaluation:

For directed and sole source purchases, each department is responsible for evaluating alternative sources of supply and documenting the reasons that the purchase will be directed to a particular supplier or service provider when alternative sources are available. Departments also are responsible for verifying that prices paid for directed and sole source purchases are fair and reasonable.

Under no circumstances shall a supplier be advised that a contract will be awarded on a directed or sole source basis before approval by the Vice President for Administrative Services.

The determination as to whether a directed or sole source justification is reasonable is based on one or more of these criteria:

- the requestor has investigated and documented his/her evaluation of potential alternate sources of supply for the requested product and/or service.
- the requestor's documentation explains how similar products and/or services cannot meet the required specifications.
- the requestor has documented that a good faith effort has been made to identify other sources.

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

If the purchase meets the criteria for Directed or Sole Source, the Vice President for Administrative Services will authorize the purchase. The Directed or Sole Source Form will be returned to the requestor if the purchase does not meet the criteria or if additional information is needed.

Exclusions:

Subscriptions, dues, memberships and other similar items will be treated as sole source, and do not require sole source justification documentation.

SAM Search Results List of records matching your search for:

Search Term: Anatomage Inc.*
Record Status: Active

ENTITY Anatomage, Inc.

Status: Active

DUNS: 962613332

+4:

CAGE Code: 7G0J3

DoDAAC:

Expiration Date: 06/14/2019

Has Active Exclusion?: No

Debt Subject to Offset?: No

Address: 303 Almaden Blvd Ste 700

City: San Jose

State/Province: CALIFORNIA

ZIP Code: 95110-2721

Country: UNITED STATES

Regular Meeting Agenda Item 8G January 15, 2019 Information Item

Review of "Request for Qualifications (RFQu) for Design and Architect Services" and "Construction Manager Job Description"

Summary:

Staff will review the Request for Qualifications (RFQu) for Design and Architect Services and the Construction Manager Job description. The RFQu and Construction Manager are associated with the construction/repair of facilities at the Show Low Campus. Staff previously committed to sharing this information with the District Governing Board prior to posting for solicitation. Staff plans to post the RFQu and the job description this month (January 2019). Legal review of the RFQu is currently in progress and may result in some changes.



REQUEST FOR QUALIFICATIONS #TBD

Design Professional Planning and Architectural Services for Continuation of Master Facilities Plan and Capital Improvement RFQu Release Date: TBD

Qualifications Due Date TBD

Notice of Request for Qualifications

In accordance with A.R.S. § 41-2578, competitive sealed Offers for the services specified, will be received by the Purchasing and Contracting department of the Navajo County Community College District dba Northland Pioneer College (NPC) **online** through the Public Purchase E-Procurement system (https://www.publicpurchase.com/) at the date and time posted in Public Purchase. Late Offers will not be considered.

Request for Qualifications Solicitation Point of Contact:

Maderia Ellison Associate VP, Chief Business Officer 1001 W. Deuce of Clubs, Show Low, AZ 85901 928 532-6743 maderia.ellison@npc.edu

Inquiries

PROCEDURAL QUESTIONS regarding this Request for Qualifications should be directed to: **Maderia Ellison, Chief Business Officer** via the <u>Public Purchase</u> Questions tab

<u>TECHNICAL QUESTIONS</u> regarding this Request for Qualifications should be directed to: **David Huish, Director of Facilities** via the <u>Public Purchase</u> Questions tab

<u>PUBLIC PURCHASE AND GENERAL QUESTIONS</u> regarding this Request for Qualifications should be directed to: Robert Johnson, Purchasing Manager via the <u>Public Purchase</u> Questions tab

MANDATORY PRE-OFFER CONFERENCE AT THE WHITE MOUNTAIN CAMPUS OF NORTHLAND PIONEER COLLEGE

Goldwater Center Conference Room 103, 1001 W. Deuce of Clubs, Show Low, AZ 85901 10 a.m. Arizona Time

Campus Map: http://www.npc.edu/sites/files/location/Campus%20map WMC%20August18.pdf

SCHEDULE OF EVENTS

<u>ACTIVITY</u>	DATE
Release RFQu	TBD
Mandatory Pre-Offer Conference, 10:00 a.m. AZ Time	TBD
Final date for inquiries, 5:00 p.m. AZ Time	TBD
Offers due date, 2:30 p.m. AZ Time	TBD



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DEFINITION OF TERMS

As used in this solicitation, the terms listed below are defined as follows:

- "Attachment": any item the Solicitation requires an Offeror to submit as part of the Offer.
- "The College": Northland Pioneer College.
- "Contract": the combination of the Solicitation, including the Instructions, the Terms and Conditions, the Specifications and Statement or Scope of Work; the accepted Offer, any Solicitation Amendments (Addenda) or Contract Amendments; any Exhibits, and any terms applied by law.
- "Contract Amendment": a written document signed by the Purchasing Officer that is issued for the purpose of making changes in the Contract.
- "Contract Manager": the appointed College official responsible for the direct supervision of the contracted project.
- "Contractor": any person who has a contract with Northland Pioneer College.
- "Days": calendar days unless otherwise specified.
- **"E-Procurement":** (Electronic Procurement) means conducting all or some of the procurement function over the Internet. Point, click, buy, and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of E-Procurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.
- "Exhibit": any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- "Gratuity": a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- "LEED": Leadership in Energy and Environmental Design.
- "Offer": bid, proposal or quotation.
- "Offeror": a potential Contractor/Vendor who responds to a Solicitation.
- "Person": means any corporation, business, individual, union, committee, club, or other organization of group of individuals.
- "Public Purchase": comprehensive online database of government bid opportunities.
- "Purchasing Officer": the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- "RFQu": Request for Qualifications.
- "The Request for Qualifications": a complete and properly signed Offer to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the RFQu Documents.
- **"Solicitation":** An Invitation for Bids (IFB), a Request for Proposals (RFP), Request for Quote (RFQ) or a Request for Qualifications (RFQu).
- "Solicitation Amendment (or Addendum)": a written document that is authorized by the Purchasing Officer and issued for the purpose of making changes to the Solicitation.

- **"Statement of Qualifications (SOQ)":** portion of Offer identifying prospective Offeror's experience, financial capacity, key personnel, current profile of Offeror's activity, and other information pertinent to the RFQu.
- **"Subcontract":** any Contract, express or implied, between the Offeror and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- "Vendor": a person or firm in the business of selling otherwise providing products, materials or services
- "NPC": Northland Pioneer College, including all locations.
- "Xeriscaping": Landscape that requires little or no irrigation.



GENERAL INFORMATION

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

Our campus locations are:

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

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

Our center locations are:

Springerville-Eagar Center 940 E Maricopa Street Springerville, AZ 85938

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

Whiteriver Center 720 S Chief Ave Whiteriver, AZ 85941 Silver Creek Campus 1611 S Main Street Snowflake, AZ 85937

Little Colorado Campus 1400 E Third Street Winslow, AZ 86047

Hopi CenterFirst Mesa (adjacent to Hopi Jr./Sr. High School)
Highway 264, Milepost 397

Keams Canyon, AZ 86034

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

Part I: REQUEST FOR QUALIFICATIONS (RFQu)

NPC is seeking to establish one (1) design professional planning and architectural services contract award to a person or firm for continuation of campus master planning efforts and capital improvements.

Offers are subject to the terms, conditions, and specifications contained herein and are hereby made part of this request. The Offer must be received electronically no later than the due date and time. Any Offer arriving after this time is disqualified. Offers not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

All Offerors shall carefully examine the RFQu documents. Any ambiguities, errors, inconsistencies and/or inquiries concerning the intent, meaning and/or interpretations of the RFQu document shall be submitted in the Q&A tab of Public Purchase and received by the NPC Associate VP, Chief Business Officer prior to the Inquiries Due Date & Time. NPC will provide written answers to the inquiries in the Q&A tab of Public Purchase or via amendment visible to all participants. Offerors shall not contact the employees of NPC, aside from the NPC Associate VP, Chief Business Officer Contact concerning this procurement while the proposal and evaluation are in process. NPC will not be responsible for any oral instructions or information made by any employee(s) of NPC in regard to this RFQu.

NPC anticipates one (1) contract award to provide the services requested. Whether or not it actually enters into any contract and work is awarded under the contract are at NPC's discretion. Further, NPC will use any awarded contract on an as needed basis; it makes no guarantee as to its actual spending under resulting contract.

The contract period will be a one (1) year term subject to four (4) additional one (1) year terms, upon mutual agreement. NPC reserves the right to add services, reduce scope of work, or conduct work in phases during the contract period under the same terms and conditions of this agreement. Additional services may be included in the future under the same contract. The anticipated beginning date of the contract is **February 2019**.

Mandatory Pre-Offer Conference/Site Visit

Mandatory Pre-Offer Conference and Site Visit to be held on TBD at the Goldwater Center Conference Room (103) 1001 W. Deuce of Clubs, Show Low, AZ 85901.

The purpose of this conference is to allow Offerors an opportunity to present inquiries and obtain clarification relative to any requirement of this solicitation. An Offeror may not rely on any verbal responses to inquiries at the conference. Material issues raised at the conference result in changes to the RFQu shall be answered solely through an Amendment or Addendum or via the Q&A function within <u>Public Purchase</u> (reference "Inquiries").

Due to the importance of all Offerors having a clear understanding of the requirements for this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those Offerors who are represented at this proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster.

PART II: PURPOSE AND PROJECT VISION

Purpose

The purpose of this Request for Qualifications (RFQu) is to provide a common understanding of the professional services required for continued campus master planning efforts and capital improvements to architectural firms capable of providing such services for NPC, including services for each of the four campuses and five centers.

In addition to providing campus master planning services, NPC will consider using the same firm to complete and provide full design services for the renovations and construction.

NPC invites architectural firms with design and construction experience at higher education institutions and design construction experience to submit interest and qualifications for selection consideration.

Selection of the architectural firm will be conducted in a two-phase process. The architect must first obtain prequalification status through this (RFQu) application process. Firms pre-qualified and accepted will then be offered the opportunity to interview with the selection committee the week of **TBD** (subject to change). The selected firm will then enter into agreement with NPC for professional services using Standard AIA documents. It will be the responsibility of the selected firm to complete the documents for submission and signature by NPC.

Project Vision

Continuation of campus master plan efforts: Provide professional services in collaboration with NPC's owner representative, administration, and stake holders with the continuation of the campus master plan efforts and subsequent capital improvement plan.

The capital improvement plan is a three-year look ahead of projects that include renovations, new construction, land development, and infrastructure improvements. The plan is highly dynamic and subject to change to meet the needs of NPC and the campus master plan. Progress will be reported at regular intervals to a variety of audiences.

Sustainability

NPC requires the Offeror to be LEED certified. Sustainability is important to the design/construction project.

Background

NPC began the current campus master plan in 2012 to develop a master site plan for each campus identifying renovations and construction.

Team Approach

NPC intends to form a team consisting of NPC representatives and design and construction partners, that will work collaboratively to develop the best project to meet the needs of the various user groups and delivered on-time and within budget. Prompt, concise communication is essential for project success especially with RFI's, submittals, inspection etc. to ensure schedules are maintained and project delivery aligns with the academic calendar.

The proposal should display clearly and accurately the capability, knowledge, experience and capacity of the Proposer to meet the requirements of this RFQu.

PART III: UNIFORM OFFER INSTRUCTIONS

Arbitration

In a judicial review proceeding, the parties agree to comply with applicable, mandatory arbitration requirements, in compliance with A.R.S. § 12-1518.

Availability of Funds

In accordance with A.R.S. § 35-154, every payment obligation of NPC under the Contract is conditioned upon the availability of funds appropriated for payment of such obligation. If funds are not appropriated and available for the continuance of the Contract, the Contract may be terminated by NPC at the end of the period for which funds are available or at NPC's option, may allow appropriate amendment to the contract. No liability shall accrue to NPC in the event this provision is exercised, and NPC shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Bid Security

Bid Security is not required for this RFQu.

Claims Resolution

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9 and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

Compliance with Applicable Laws

The materials and services supplied under the Contract shall comply with all applicable Federal, state and local laws, and the Offeror shall maintain all applicable licenses and permit requirements.

Conformity to Requirements

Unless otherwise expressly provided in the Contract, for one year after delivery and acceptance to NPC the materials and services provided under the Contract shall: conform to the requirements of the Contract and any subsequent amendments/change orders (including without limitation: all descriptions, specifications, and drawings identified in the Scope of Work, and any written affirmations of the Offeror included as part of the Contract), be free from defects in material and workmanship, conform to or perform in a manner consistent with current industry standards, and be fit for their intended purpose or use as described under the Contract. Delivery alone does not constitute acceptance by NPC. Where testing and acceptance of the materials cannot be done until after installation, the warranty shall begin upon acceptance.

Continuation of Performance

The Offeror shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice upon termination of Contract.

Cost of Offer Preparation

Any and all costs associated with the preparation of responses to this Request for Qualifications, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Offeror and shall not be reimbursable in any manner by the College.

Disclosure

If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion

from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.

Employee Identification

Offeror agrees to provide an employee identification number or social security number to NPC for the purposes of reporting appropriate taxing authorities, monies paid by NPC under the ensuing Contract. If the federal identifier of the Offeror is a social security number, this number is requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041aA.

Evidence of Intent to be Bound

The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of the intent to be bound, such as an original signature, shall result in rejection of the Offer.

Exceptions to RFQu Documents

Exceptions to the Terms and Conditions

Applicants shall be presumed to be in agreement with the terms and conditions of the RFQu unless the Applicant takes specific exception to one or more of the conditions on this form. If submitting an Offer conditioned on exceptions to the Solicitation Documents, indicate the specific exceptions on Appendix F. OFFERORS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFQu SPECIFICATIONS. IF AN OFFEROR MATERIALLY DEVIATES FROM A RFQu SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

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

Exceptions to Other Solicitation Documents

An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.

Exclusion of Offerors from Submitting

An Offeror may be removed or suspended from NPC's list of potential contractors and be prohibited from participating in any of the Solicitation processes if there has been a failure, without good cause, to perform in accordance with the terms of a past contract or with any other government entity. An

Offeror may be removed or suspended if its performance with respect to a previously awarded purchase order or contract has been unsatisfactory. Such exclusion must remain in effect for at least 90 days after unsatisfactory performance has been recorded, but shall not exceed a period of 360 calendar days in duration. An Offeror excluded from participating shall be relieved of prohibition at any time after the 90-day minimum period, upon demonstrating to NPC's satisfaction that the problems which resulted in the removal or suspension have been corrected.

Familiarity with this RFQu

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

Federal Excise Tax

NPC is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by NPC.

Force Majeure

Except for payment of sums due, neither party shall be liable to the other or deemed in default if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the party. Examples of Force Majeure include but shall not be limited to:

- 1. Acts of God or of the public enemy, and
- 2. Acts of the federal or state government in either its sovereign or contractual capacity.

The delayed party shall notify the other party as soon as is practicable and shall specify the causes of such delay. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party when commencement of performance will take place. For the purposes under "Third Party Antitrust Violations" both parties shall have all rights and remedies available under law.

Identification of Taxes in Offer

NPC is subject to all applicable state and local privilege taxes. All applicable taxes shall be identified as a separate item offered in the RFQu. When applicable, the tax rate and amount shall be identified in the cost proposal.

Intellectual Property Violations

The materials and services supplied under the Contract do not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property law.

Invoicing

All billing notices or invoices shall be sent to NPC whose address appears on the Purchase Order as the 'bill to address' and should contain, at a minimum, the following information.

- 1. Bill to Name and Address
- 2. Offeror Name, Remit to Address and Contact Information
- 3. Contract Number
- 4. Purchase Order Number
- 5. Project Number
- 6. Invoice Number and Date
- 7. Services Delivered
- 8. Itemized Pricing
- 9. Total Invoice Amount Due

Problems regarding billing or invoicing shall be directed to NPC as listed on the Purchase Order. Invoices not sent to the proper address, or not containing the necessary and required information will be rejected by the owner and returned for correction. An Offeror whose payments are delayed due to improper invoicing shall make no claim against NPC for late or finance charges.

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

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

License in Arizona

All Offerors providing architectural services to NPC shall be licensed by the Board of Technical Registration in Arizona.

Conflict of Interest

NPC reserves all rights that it may have to cancel any Agreement for possible conflicts of interest under A.R.S. § 38-511.

No Israel Boycott

Offeror agrees it is not currently engaged in, and agrees that for the duration of the Agreement it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

Modifications/Revisions to Request for Qualifications

Any interpretation, correction, or change to this RFQu will be made in the 'Amendments' tab in <u>Public Purchase</u>. Vendors will be notified of any Amendments via <u>Public Purchase</u>-generated email. Vendors must acknowledge the Amendment in <u>Public Purchase</u>. Interpretations, corrections, or changes to this RFQu made in any other manner will not be binding, and Offerors shall not rely upon such interpretations, corrections, and changes.

No Additional or Extra Charges

There will be no additional charges paid by NPC that are not identified in the Offer.

Nonconforming Tender

Materials or services supplied under the Contract shall fully comply with the Contract. The delivery of materials or services or any portion of the materials or services, which do not fully comply, constitutes a breach of contract. NPC reserves all rights to pursue any remedy available under the Contract or applicable law.

Non-exclusive Remedies

The rights and the remedies of NPC under the Contract are not exclusive.

Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

Offer Pricing

All Offerors submitting Offers agree that their pricing is valid for a minimum one hundred twenty (120) days after Offer submission to the College.

Offeror Personnel

Offeror, Offeror's employees, and authorized subcontractors shall perform services under the Contract in a professional manner with the requisite skills and knowledge, consistent with industry standards and in accordance with the requirements as stated in the Contract. All Offeror key personnel shall maintain any certifications relevant to the services provided under the Contract and shall provide evidence of such certification upon request.

Payments

Determination of the acceptability of Services shall be made by the sole judgment of NPC. Acceptance criteria shall be compliance with the requirements of the Scope of Work, Terms and Conditions of the Contract, and Offeror's proposal. Offeror deficiencies relating to the stated acceptance and performance criteria of Services under the Contract shall result in a delay for payment and shall be corrected by Offeror at Offeror's expense. Payment shall not be made until all nonconformance issues are corrected to the satisfaction of NPC and in accordance to the requirements of the Contract and an undisputed invoice has been received by NPC.

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

Persons with Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Point of Contact. Requests shall be made as early as possible to allow time to arrange the accommodation.

Pricing

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Offeror's offer as accepted by NPC. Details of service not explicitly stated in the Scope of Work or in Offeror's Offer, but necessarily a part of, are deemed to be understood by Offeror and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

Additional Charges

Any charges or fees not delineated in the Offeror's Contract may not be added, billed, or invoiced under the Contract. For ADDITIONAL SERVICES that may arise during the course of the project Service Order Agreement, Owner and Offeror shall agree in writing through an executed Design Change Notice to the original agreement.

Services of Subcontractors

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

Travel

Offeror shall obtain written approval from the Owner prior to performing any travel under the Contract in which reimbursement of expenses will be requested. Offeror will be reimbursed for actual expenses incurred in accordance with the current rates specified in the NPC's Travel Policy. Offeror shall itemize all per diem and lodging charges. NPC shall reject any claim for travel reimbursement without prior written approval.

Negotiated Fee

Hourly rates will be negotiated and incorporated into this contract. The method of payment basis for any request for services shall be Hourly Rates for the Offeror's personnel. Hourly Rates shall be effective through the term of the contract. Any escalation in Hourly Rates shall be mutually agreed upon between the Offeror and Purchasing Officer.

Service Order Agreement

NPC reserves the right to select any person or firm to perform the project scope of service and does not provide any guarantee or commitment to any quantity or monetary value of any project(s), which may be initiated under this contract. After Offeror completion of the initial contract AIA Documentation upon award; any contract to perform a project scope of service Phase will be initiated by the Owner and further amend the AIA contract through a Service Order Agreement and Notice to Proceed.

Offeror shall develop and submit a fee proposal for each Service Order request, complete an AIA Exhibit B-Description of Service for the project, and sign a Service Order Agreement upon NPC acceptance of scope of work and final fee. NPC reserves the right to further negotiate the Offeror fee proposal for each Service Order Agreement request and any proposed Subcontractor pricing.

Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification Number in the space provided on Appendix B.

Public Records

Proposals become "public records" and shall be subject to public disclosure consistent with A.R.S. § 39-121. Offerors must invoke the exemptions to disclosure provided by law in the proposal, and must identify data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Proposers will be responsible for all costs, including attorney's fees, associated with defending such asserted exemptions from disclosure. Proposals may be reviewed after contract award at the Purchasing and Contracting office during normal working hours by appointment.

Responsiveness to Specifications

It is recognized that more than one method may be used to accomplish the sought after task functionality. If the Offeror has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the RFQu response. The College shall be the sole judge as to whether any alternate methodology will be accepted.

RFQu Inquiries

Please input all inquiries regarding this Request for Qualifications in the 'Bid Q&A' section of the RFQu on <u>Public Purchase</u> no later than the due date and time.

Right to Assurance

If NPC in good faith has reason to believe that the Offeror does not intend to, or is unable to perform or continue performing under the Contract, the Purchasing Officer may require the Offeror give a written assurance of intent to perform within a reasonable time. Failure by the Offeror to provide written assurance within the time specified may be the basis for terminating the Contract or any other remedy available by law or provided by the Contract.

Right of Offset

NPC shall be entitled to offset against any sums due the Offeror, any expenses or costs incurred by NPC, or damages assessed by NPC concerning the Offeror's non-conforming performance or failure to perform the Contract, including expenses, costs, and damages described in the Terms and Conditions.

Site Visits

Outside of the mandatory site visit, no additional site visits or conversations with college personnel are to occur by any prospective Offeror unless specifically authorized in writing by the Director of Purchasing or designee.

Stop Work Order

NPC may, at any time, by written order to the Offeror, require the Offeror to stop all or any part, of the work called for by the Contract. Upon receipt of the order, the Offeror shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs associated with the work covered by the order during the period of work stoppage. If Offeror incurs losses, the Offeror must make a claim in accordance to Paragraph 10 of the Terms and Conditions of the Contract.

Submission of Offer

It shall be the responsibility of the Offeror to ensure that the Offer documents are uploaded into <u>Public Purchase</u> no later than the due date and time. Offers received after this time and date will not be considered. Oral, facsimile (fax machine), mail, e-mail or computer data transfer proposals **will not** be accepted. Each Offer shall be prepared simply, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFQu. Emphasis should be on completeness and clarity of contents.

Subcontracts

The Offeror shall not enter into any Subcontract under the Contract for the performance of the Contract without the advance written approval of the Purchasing Officer. The Offeror shall submit a formal, written request on Offeror's company letterhead, signed by an authorized representative of the Offeror, and containing the following information:

- 1. The subcontractor's name, address, phone number, e-mail, and primary point of contact.
- 2. The certifications required of the subcontractor (if any).
- 3. The subcontractor's small business status (if applicable).
- 4. The type of goods and/or services to be provided by the subcontractor.
- 5. The amount of time or effort (as a percent of total Contract performance) that the subcontractor will perform in relation to total performance of the Contract's requirements.
- 6. The quality assurance measures that the Offeror will use to monitor the subcontractor's performance.

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

Survival of Warranties

All representations and warranties made by the Offeror under the Contract shall survive the expiration or termination of the Contract.

Third Party Antitrust Violations

The Offeror assigns to NPC any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Offeror, toward fulfillment of the Contract.

Withdrawal / Modification of Proposals

Offers may be withdrawn by written request any time before the scheduled opening date and time. No Offer may be withdrawn or modified after the submission deadline.

PART IV: CONTENT AND ELECTRONIC SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ)

Content of Statement of Qualifications (SOQ)

Offer and Acceptance

Offers shall include a signed Offer and Acceptance form (Appendix B). The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted through <u>Public Purchase</u> with the Offer no later than the RFQu due date and time. Failure to return a signed Offer and Acceptance form may result in rejection of the Offer.

RFQu Amendments

An RFQu Amendment shall be acknowledged in <u>Public Purchase</u> no later than the Offer due date and time. Failure to acknowledge an RFQu Amendment may result in rejection of the Offer.

Confidential Information

If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate in Appendix E: Certifications the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.

Non-collusion, Employment, and Services

By signing the Offer and Acceptance form or other official contract form(s), the Offeror certifies that:

- (1) The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- (2) The Offeror does not discriminate against any employee or applicant for employment or person whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with applicable federal, state, and local laws and executive orders regarding employment.

Required Documents

The submitted SOQ shall include the following documents. Failure to submit all documents below according to instructions may have a negative impact on the evaluated score or result in the Offer being determined non-responsive and therefore not susceptible for award.

- Submission of Qualifications (SOQ) Must address all five sections
- Appendix A RFQu Terms and Conditions (No submission required)
- Appendix B Signed Offer and Acceptance Form
- Appendix C References
- Appendix D Substitute W9 and Vendor Authorization Form
- Appendix E Certifications
- Appendix F Exceptions Taken By Offeror
- Appendix G Sample AIA Documents (No submission required)
- Appendix H Offer Checklist

Pre-printed Documents

Any pre-printed documents required by this solicitation are located within the Offer Attachments document and shall be completed in the format provided and according to any instructions contained within the document or elsewhere in these instructions. Offerors shall download all pre-printed documents, save the completed document to their computer, and upload completed documents as part of their submitted Offer in Public Purchase. Completed documents shall be grouped accordingly, to include all supplemental documents submitted by the Offeror in response to the request for qualifications attachment section, and titled in accordance with the Attachment Pre-Printed Document Number, Letter, and Name (e.g., Attachment A Signed Offer and Acceptance Form). Excessive marketing attachments that are not requested in the Offer Documents are discouraged.

SOO Sections

The SOQ must include a response to each of the following sections starting at Section 1 below. The information and outline below shows how your proposal should be organized.

Section 1) Experience and Financial Stability

Experience

Explain each of these points in detail. Describe your experience in master planning for higher education institutions (this is critical), and providing architectural services for small and large projects, particularly in higher education facilities. Indicate when those projects were completed, including all similar related projects. Include information regarding budgets and pertinent information for each project. NPC will consider this type of experience to be critical in their choice of an architectural firm or firms.

Provide examples via reproduction of drawings, color copies of photos or other means of your past work which you feel best expresses the firm's abilities as it relates to this project.

Financial Stability

Include 3 years financial statements with income/balance sheets.

Section 2) Method of Approach & Qualifications; Project Team

Method of approach and qualifications

Describe your proposed approach to the master plan project. Provide examples of previous similar projects where you have utilized this approach. Provide information on how your project team would apply their combined experience and qualifications to each phase of this project. Describe the process your firm proposes to use to avoid problems during construction. Include brief examples and photos from similar projects for which you have provided similar services.

Briefly describe the technological tools with which you propose to track this project relative to budget, schedule, team communication, change control, meeting minutes, etc. Provide short excerpts of documents you have produced through the use of the tools.

Describe what makes your firm stand out above your peers and why your firm should be selected as the most qualified for this project.

Describe the aesthetic opportunities and challenges you perceive in this project.

Address the following Project Approach high-priority areas:

- Prior experience in architectural services for master plans and capital improvement plans at higher educational sites.
- Demonstrated experience in project cost controls and project cost reporting systems.
- Demonstrated experience in achieving and responding to Owner's project review processes, and meeting project development deadlines.
- Proven successful experience in the construction process and partnering with both the construction manager or bidder as well as the customer.
- Prior experience renovating existing buildings in higher education institutions.

Project Team

List the firm's total number of staff and their responsibilities.

Describe your process for managing your office workload and integrating new projects. How long do you anticipate between your first notification of a project and when you will be able to start work?

- Provide a graphical organization tree with photos of proposed staff for this project.
- Indicate the proposed workload (as a percentage) of each team member.

Note that your firm will need to notify NPC of any substantial change in anticipated workload. Further, substituting different team members at any point during the project will require both notification to and approval from NPC.

List the primary individuals to be assigned to the project and identify their positions on the project team. Include a resume (1/2 page maximum per person) describing the applicable qualifications and experience of each individual. List examples of their experience on similar projects and/or projects these individuals have worked on together, identifying project size, schedule and complexity, as well as their specific role.

- Provide a concise definition of your job as an architect.
- Provide a brief overview of the architectural and related services your firm Offers.
- Indicate proximity of your office to NPC and related ability to support the project.

Recommend practices and procedures for this project to promote interaction between the College and your firm on a "team" or "win-win" or "partnering" basis. Give examples of successful experiences.

Address the following Project Team high-priority areas:

- Emphasis should be placed on the assigned Project Manager and all staff capabilities and experience.
- Indicate prior experience of your firm's construction assistance role on similar projects.
- Have the individuals in Proposer's project team for this project worked together previously in successfully completing a campus master plan project?

Section 3) Expedited Completion of Project (Time Savings)

- Describe what practices, procedures and resources you propose for this project to save time and/or dollar in completing this project, and how you have demonstrated this in the past.
- Identify what you believe to be the expedited completion time high priority areas, and address your methodology for achieving a quality result for those areas.

Section 4) References

Complete **Appendix** C to submit client/reference information. References must include higher education institutions (minimum of two) for which you have completed master plans. NPC is excluded as a reference option.

Section 5) Pricing

Indicate hourly pricing for all levels of professional services that would be billed for work under the Contract if awarded. Indicate any charges for travel and other related expenses if any.

Electronic Submission

Public Purchase

This solicitation process is being conducted in <u>Public Purchase</u>. All documents, inquiries and communication must take place within the tool at <u>Public Purchase</u>. Please be advised that utilizing <u>Public Purchase</u> requires a certain level of technical competency that should be considered when selecting staff to work in the system. The successful submission of your Offer in <u>Public Purchase</u> is critical in order for NPC to receive and evaluate your offer. Therefore, particular focus should be placed on the selection of staff given the responsibility for submitting your Offer in Public Purchase.

Offers shall be submitted either on the forms provided in this RFQu or their substantial equivalent. Any substitute documents for the forms provided in this RFQu are to be legible and contain the same information requested on the form. A facsimile or email Offer shall be rejected.

Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside <u>Public Purchase</u>, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected.

Electronic Documents

The RFQu is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to Public Purchase. Any unidentified alteration or modification to the RFQu, attachments, exhibits, forms, charts, or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to NPC. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Solicitation Point of Contact.

Opening

Offers received by the due date and time will be opened online and the name of each Offeror will be publically available. Offerors will not be subject to public inspection until after contract award.

PART V: SELECTION PROCESS

Selection Committee

A Selection Committee will review the SOQ and develop a finalists list of at least three (3) and not more than five (5) persons of firms, ranked in order of preference.

Evaluation Criteria for SOQ

Firms interested in providing services for this RFQu must submit a SOQ addressing the following evaluation criteria. The evaluation criteria and relative weight of criteria will be used to develop the finalists list for interviews.

•	Experience & Financial Stability	(35 points)
•	Method of Approach & Qualifications; Project Team	(15 points)
•	Expedited Completion of Project (Time Savings)	(20 points)
•	References	(15 points)
•	Pricing	(15 points)

Interviews

Interviews shall be conducted with at least three (3) and no more than five (5) Offerors. Before the interviews are held, NPC shall distribute the evaluation criteria and weight of the evaluation criteria if different than the criteria listed in this RFQu. Interviews will be conducted in person and are estimated to be forty-five to sixty minutes in length. The proposed key personnel are required to attend.

Clarifications

NPC may request oral or written clarifications, including demonstrations or inquiries and answers, for the sole purpose of providing a greater understanding of the offer. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its offer.

Negotiations

Negotiations will be conducted for the contract with the highest qualified Offeror on the finalists list, taking into account the estimated value, the scope, the complexity, pricing, and the nature of the professional services rendered.

If NPC is unable to negotiate a satisfactory contract with the highest qualified Offeror, NPC shall formally terminate negotiations with that Offeror. Negotiations may then be undertaken for a contract with the next most qualified Offeror on the finalists list until an agreement is reached for the contract or a determination is made to reject all Offers.

Responsibility, Responsiveness, and Susceptibility

NPC shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the statement of qualification's responsiveness and susceptibility for contract award.

Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;

Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;

Whether the Offeror is legally qualified to contract with NPC and the Offeror's financial, business, personnel, or other resources, including subcontractors; This includes if the vendor or key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body;

Whether the Offeror promptly supplied all requested information concerning its responsibility;

Whether the Offer was sufficient to permit evaluation by NPC, in accordance with the evaluation criteria identified in this Solicitation or other necessary Offer components. Necessary Offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;

Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;

Whether the Offer limits the rights of NPC;

Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon NPC necessary for successful Contract performance. NPC shall be the sole determiner as to the reasonableness of a condition;

Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and:

Whether the Offeror provides misleading or inaccurate information.

Financial Stability

The Offeror must be financially stable and able to substantiate the financial stability of its company. NPC reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services.

If the solicitation does not require the Offeror to submit financial information at Offer submission, current financial statements or other financial information deemed appropriate by NPC, must be provided within five (5) business days of request. NPC reserves the right to reject any Offer, which does not demonstrate financial stability sufficient for the scope of the Contract award as determined by the sole judgement of NPC.

PART VI: EVALUATION AND AWARD

Unit Price Prevails

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

Taxes

If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.

Prompt Payment Discount

Prompt payment discounts of thirty (30) days or greater set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.

Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

Disqualifications

An Offeror (including each of its principals) who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.

Offer Acceptance Period

An Offeror submitting an Offer under the RFQu shall hold its Offer open for the number of days from the Offer due date that is stated in the RFQu. If the RFQu does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120).

Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the NPC reserves the right to:

- (1) Waive any minor informality;
- (2) Reject any and all Offers or portions thereof; or
- (3) Cancel the Solicitation.

Best Advantage to NPC

NPC intends to enter into negotiations with the highest qualified person or firm on the final list.

Contract Document Consolidation

At its sole option, following any contract award NPC may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Offeror's Offer not pertaining to the Contract's operation; or (ii) excluding any components of the Offeror's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

Notice to Proceed

Offerors shall commence with the performance of the Contract upon receipt of a Notice to Proceed issued by the Procurement Officer or other written authorized representatives as set forth in the Contract. Prior to receiving this notice, Offerors shall not commence any billable activities in the performance of the Contract.

Evidence of Insurance Coverage

Prior to commencing services under any awarded Contract, successful Offeror shall provide and maintain during the entire term of an awarded Contract, a certificate of insurance indicating the coverages stated in Appendix A: RFQu Terms and Conditions of this solicitation.

NPC anticipates one (1) contract award to provide the services requested. Whether or not it actually enters into any contract and how work is awarded under the contract are at NPC's discretion. Further, NPC will use any awarded contract on an as needed basis; it makes no guarantee as to its actual spending under any resultant contract.

NPC intends to award a firm-fixed price contract unless otherwise indicated. In accordance with the Arizona Procurement Code § 41-2535, procurements not exceeding a prescribed amount, award(s) shall be made to the responsible offeror(s) whose Offer is determined to be the most advantageous to the College based upon the evaluation criteria. Only those quotations initially deemed to be responsive and meeting all minimum requirements will be considered.

This Request for Qualifications does not constitute a commitment by NPC to award a contract. The College reserves the right to waive any formalities and/or to reject any or all proposals and/or cancel this RFQu at any time. Any contract award under this RFQu shall be made because it serves the best interest of the College. No contract award shall exist until an Offer and acceptance has been executed in writing.

Contract Commencement

It is the intent of the College to commence the contract in **February 2019**. The Award will be made prior to commencement of performance. No work is to begin until a purchase order is issued. The performance period will be from that time through the end of the contract. Unsuccessful Offerors will be notified via mail upon contract execution but not beforehand. Results will not be provided via the telephone.

NPC reserves the right to add services, reduce scope of work, or conduct work in phases during the contract period under the same terms and conditions of this agreement. Additional services may be included in the future under the same contract.

Multiple Awards

NPC reserves the right to make multiple awards if, after considering the additional administrative costs, it is in NPC best interest to do so.

Awarded Offeror Unable to Meet Service Requirements

If a vendor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next highest ranked vendor if this determination occurs within a reasonable time period after contract award.

Exclusion of Vendors or Suppliers from Bidding

An Offeror may be removed or suspended from a campus's list of potential Offerors and be prohibited from participating in any of the bid processes if there has been a failure, without good cause, to perform in accordance with the terms of a past contract or with any other governmental entity. A vendor or Supplier may also be removed or suspended if its performance with respect to a previously awarded purchase order or contract has been unsatisfactory. Such exclusion must remain in effect for at least 90 days after the unsatisfactory performance has been recorded, but shall not exceed a period of 360 calendar days in duration. A vendor or Supplier excluded from bidding shall be relieved of the prohibition at any time after

the 90-day minimum period, upon demonstrating to the campus's satisfaction that the problems which resulted in the removal or suspension have been corrected.

Failure to sign all forms included in the RFQu packet or signing with a false statement shall void the submitted proposal/Offer and/or any resulting contract. In addition, the Supplier may be excluded from future bidding participation with NPC and may be subject to such actions as permitted by law.





APPENDIX A: REQUEST FOR QUALIFICATIONS DESIGN PROFESSIONAL PLANNING AND ARCHITECTURAL SERVICES TERMS & CONDITIONS

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

The following are definitions as set forth in these Terms & Conditions:

- Contractor means any person or firm in the business of selling or otherwise providing products, materials or services, who has a contract with the College; a successful "Offeror" who is awarded a contract with The College becomes a "Contractor".
- Offeror means a person or firm making an offer in response to an RFQu.

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

- 1. <u>Assignment:</u> Contractor shall not, directly or indirectly, in whole or in part, sell, transfer, assign, convey, pledge, encumber or otherwise dispose of the resulting contract without first obtaining the written consent of the College's Chief Business Officer or designee.
- 2. <u>Binding Effect</u>: The parties agree that the resulting contract shall be binding upon their respective successors, assigns or transferees of any nature, if assignment and/or transfer are permitted in accordance with the terms of the resulting contract.
- 3. <u>Cancellation of Contract/Default</u>: Either party may terminate this Agreement with or without cause by giving the other party at least 90 days prior written notice of termination.

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

- A. Cancel any contract with a ninety (90) day written notice
- B. Reserve all rights or claims to damage for breach of any covenants of the contract
- C. Perform any test or analysis on materials (equipment/products) for compliance with the specifications of the contract. If the results of any test or analysis find a non-compliance with the specifications, the actual expense of testing shall be borne by the Contractor;
- D. In case of default, the College reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the College. The College may recover any actual excess costs from the Contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law

- 4. Catastrophe: If, because of riots, war, public emergency or calamity, fire, earthquake, Act of God, government restriction, labor disturbance or strike, business operations at the College shall be interrupted or stopped, performance of the resulting contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence; and the expiration date of the resulting contract may by mutual agreement of both parties be extended for a period of time equal to the time that such default in performance is excused.
- 5. Charges Outside Scope of Agreement: Charges of the Contractor for services not permitted by or beyond the scope of the resulting contract shall be an expense of the Contractor and not of or reimbursable by Northland Pioneer College unless pre-approved in writing by the College's Chief Business Officer or designee.
- 6. Confidential Information/Privacy Laws: The College is subject to various federal and state laws mandating that it keep certain information confidential. The Contractor may receive or have access to confidential information during the performance of the resulting contract. The Contractor agrees that it will not disclose, publish, reproduce, or otherwise make available information that the College identifies to it as confidential without the written authorization of Northland Pioneer College. This requirement survives the completion, termination or cancellation of the resulting contract.
- 7. Compliance with Anti-Boycott of Israel Requirements: Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.
- 8. Compliance with Immigration Laws: As required by Arizona Revised Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) the resulting Contractor warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the resulting Contractor. The resulting Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under the resulting contract shall be deemed a material breach of the resulting contract, and is grounds for penalties, including termination of the resulting contract, by the College. The College retains the legal right to inspect the documents of any Contractor, subcontractor and sub-subcontractor employee who performs work under the resulting contract, and to conduct random verification of the employment records of the resulting Contractor and each subcontractor and sub-subcontractor who works on the resulting contract, to ensure that the resulting Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The resulting Contractor shall defend, indemnify and hold harmless the College, its District Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which the College is found, or is alleged to be, liable arising out of the breach of any warranties of the resulting Contractor or any subcontractor or sub-Contractor as specified in this paragraph.
- 9. Cooperative Purchasing: Any contract resulting from this solicitation shall be for the use of the College. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the College's Purchasing Department are eligible to participate in any subsequent contract. The parties agree that these lists are subject to change.

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

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

- 10. Contracts Administration: Contractor must notify the College's Chief Business Officer or designee for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.
- 11. Contract Assignment or Sub Contract: The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the College.
- 12. Contract Cancellation for Conflict of Interest: Pursuant to A.R.S. 38-511, the resulting contract and/or any Purchase

- Order(s) issued against it is subject to cancellation by the College if any personnel significantly involved in the resulting contract are found to be in conflict of interest.
- 13. <u>Contract Format:</u> The resulting award notice will incorporate this RFQu, the response thereto, all additional agreements and stipulations, and the results of any final negotiations. All of these documents will constitute the final contract.
- 14. <u>Contract Modification:</u> Any changes to the resulting contract (including any renewals, or amendments of any type) must be agreed upon both parties and approved in writing by the College's Chief Business Officer or designee and the President or Vice President of the resulting contracting company.
- 15. <u>Contract Status</u>: The response to this RFQu will be considered as an offer to contract. After final negotiations, the College in accordance with the section below will issue an acceptance of the RFQu Offer.
- 16. <u>Contract Renewal:</u> Written notice of any intent for renewal will be given by the College to the Contractor thirty- days (30) before the end of the resulting contract, if the District determines that such action is in the best interest of the District. If the Contractor does not wish to renew the contract, written notice must be given to the College Chief Business Officer or designee for College consideration at least ninety (90) calendar days prior to the end of the resulting contract period.
- 17. <u>Contractor's Risk</u>: Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Request for Proposal, which occurs prior to delivery to the College; and such loss, injury, or destruction shall not release seller from any obligation hereunder.
- 18. <u>Contract Termination for Appropriation</u>: The resulting Contract shall be in force until the expiration date. However, the College is a political subdivision subject to State appropriation of funds. If the Northland Pioneer College Board of Directors determines, at its sole discretion, not to allocate sufficient funds for the College to uphold this agreement, the College has the right to terminate this agreement upon (30) thirty-days written notice.
- 19. Contract Termination for Breach: A non-breaching party may terminate the resulting contract for the failure of the other party to comply with the resulting contract by giving that other party (60) sixty-day written notice of the failure to comply. The College may terminate the resulting contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.
- 20. Entire Agreement: The resulting contract expresses the totality of the terms of the agreement between the parties. Any verbal representation shall have no force or effect whatsoever. The resulting contract shall supersede and replace any and all prior agreements between the parties with respect to the subject matter covered by the resulting contract. The parties each represent that no promises, representations or inducements have been made by the other party with respect to the subject matter of the resulting contract, except as specifically set forth herein. The resulting contract may not be changed, altered, modified or amended except by an agreement in writing signed by both parties.
- 21. <u>Equal Opportunity and Affirmative Action</u>: The College is committed to Equal Opportunity and Affirmative Action. The successful Contractor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, physical ability, or marital status and follow all state and federal laws pertaining to Equal Opportunity Employment.
- 22. <u>Indemnification</u>: The Contractor will indemnify, defend and hold harmless the College, including its directors, officers, employees, students, consultants and agents, from and against any claims, demands, loss, damage or expense relating to any third-party infringement claim, bodily injury or death of any person or damage to real and/or tangible personal property incurred while such other party is performing activities under the auspices of the Agreement if and to the extent such is caused by the negligent or willful acts of omissions of the indemnifying party, its personnel or agents in the performance of activities described in or called for in the implementation of the Agreement. Notwithstanding the foregoing or any other provision of this memorandum of understanding to the contrary, any contract by the College to indemnify, defend or hold harmless the other Party shall be limited to and payable only from the College's available insurance or self-insurance coverage liability assumed by contract, if any, available as part of the College's general liability insurance program.
- 23. <u>Interpretation:</u> The parties intend the resulting contract, in addition to all Terms and Conditions, to express their complete and final agreement.
- 24. **Key Personnel:** It is essential that the Contractor provide adequately experienced personnel, capable of and devoted to the successful accomplishment of work, to be performed under this contract. The Contractor must agree to assign specific

- individuals to the key positions. Requests to make changes of such personnel will be submitted to the College in writing for prior approval. Such approval will not be unreasonably withheld.
- 25. <u>Liability for Taxes:</u> The Contractor assumes complete liability for all taxes applicable to the operations, income, and transactions of the Contractor. The College shall not be liable and will not make reimbursement to the Contractor for any tax imposed either directly or indirectly upon the Contractor by any authority by reason of the resulting contract or otherwise.
- 26. <u>Licenses:</u> Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
- 27. <u>Insurance Requirements:</u> The Contractor shall maintain during the term of the resulting contract the following insurance policies issued by companies licensed in Arizona. <u>Prior to commencing work or services</u>, Contractor shall furnish the College's Chief Business Officer or designee with certificates of insurance evidencing the required coverage, conditions, and limits required by the resulting contract.
 - A. **Commercial General Liability** insurance with a limit of not less than \$2,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of the resulting contract.
 - B. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000.00 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.
 - C. Worker's Compensation insurance with limits statutorily required by any Federal or State law and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
 - D. **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.
 - E. <u>Certificates</u>: Successful bidder shall furnish annually to the College, a certificate or certificates of insurance from an insurance company licensed to do business in the State of Arizona showing that the prescribed policies are in force and effect and each certificate shall provide that the insurance company shall not change or cancel any insurance until the College has been notified, in writing, at least thirty (30) days before the date of *change* or cancellation. Additionally, the Contractor agrees to provide evidence that its management employees are bonded. Submission on the required documents shall be due before the start of each contract year.

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

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

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

29. <u>Gratuities:</u> The College may, by written notice, terminate this Contract, in whole or in part, if the College determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the College for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The College, in addition to any other rights or remedies, shall be entitled to recover

- exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- 30. <u>No Liens:</u> Contractor shall keep the College free and clear of any and all liens asserted by any person or firm for any reason arising out or as a result of the furnishing of goods and/or services by or to Contractor by any third party.
- 31. Order of Precedence: In the event of a conflict between the specifications, requirements, terms and conditions contained in the RFQu, the RFQu Offer, and the Supplemental Agreement, the Supplemental Agreement shall take precedence followed by the specifications, requirements, terms and conditions contained in the College RFQu and lastly, the RFQu Offer.
- **32**. **Parties to Agreement:** The resulting contract shall be between Northland Pioneer College, hereafter referred to as the College, and the successful Offeror, hereafter referred to as Contractor.
- 33. **Permits**: The Contractor shall be responsible for obtaining all required permits.
- 34. Pricing. Prices shall be firm for the term of the contract. After initial contract term and prior to any contract renewal, the College will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The contractor shall likewise offer any published price reduction, during the contract period, to the College concurrent with its announcement to other customers. All price adjustments will be effective upon written acceptance by the College Chief Business Officer or designee.
- 35. **Protests:** A protest shall comply with and be resolved according to Arizona State Procurement Rules Title 41, Chapter 23, Article 9 and rules adopted there under.
- 36. <u>Provision of Supplies. Materials and Labor:</u> The Contractor shall furnish all supplies, equipment, and all management and labor necessary for the efficient and sound provision of the products and/or services included in the resulting contract, subsequent extensions and amendments.
- 37. Records: Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes 35-214 and 35-215 each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the College's Attorney or the Purchasing Department.
- 38. Relationship of Parties: Nothing in the resulting contract shall be construed to make either party the legal representative or agent of the other party; neither shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the resulting contract shall be that of independent Contractor, not employer/employee, joint venture, agent or business partners.
- 39. <u>Safekeeping of Records</u>: Contractor shall keep in a safe place all financial records and statements pertaining to the operations of the resulting contract for a period of three (3) years from the close of each year's operation.
- 40. <u>Safety</u>: The Contractor shall be solely and completely responsible for the safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.
- 41. <u>Severability:</u> If any part of the resulting contract is ever ruled to be invalid, illegal, or unenforceable by a court or other body of competent jurisdiction, the remainder of the resulting contract shall continue in full force and effect and shall be deemed modified to the minimum extent necessary to make it enforceable.
- 42. <u>Termination for Convenience.</u> The College reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the College without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the College. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the College. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted

before the effective date of the termination.

- 43. <u>Terms of Payment</u>: If applicable, the College will issue a Purchase Order for purposes of invoicing and payment. Each invoice will be itemized to reflect actual work completed as well as the product and services provided for the specific period billed.
- 44. <u>Unauthorized Firearms & Explosives:</u> No person conducting business on College property is to carry a firearm or explosive of any type. All bidders, Contractors and subcontractors are to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapons permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.
- 45. <u>Waiver:</u> No waiver shall be deemed to be made by any party of any right under the resulting contract unless the waiver is in writing signed by the waiving party. Each waiver, if any, shall be a waiver only with respect to the specific instance involved. No waiver shall impair the rights of the waiving party or the obligations of the other party in any other respect at any other time.
- 46. Work to be performed by others: The College reserves the right to perform any and all services in-house or may utilize the services of other firms on unrelated projects.





APPENDIX B: OFFER AND ACCEPTANCE

The Undersigned hereby offers and agrees to furnish the material/s, service/s or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer. All exceptions must be identified in Appendix F.

CERTIFICATION

By signature in the offer section below, the Offeror also certifies the signer is fully authorized to sign on behalf of the Offeror listed and to fully bind the company to all conditions and provisions thereof.

	For clarification of this offer, contact:					
Arizona Transaction (Sales) Privilege License #	Name:					
Federal Employer Identification #	Phone:					
Tax Rate:%	Email:					
Company Name	Signature of Person Authorized to Sign Offer					
Address	Signatory's Name:					
City State Zip	Signatory's Title:					
The offer is hereby accepted.	NCE OF OFFER					
The offer is hereby accepted. The Offeror is now bound to sell the material/s, service.	o/s and/or construction listed in compliance with the					
Solicitation's terms, conditions, specifications, amend College/public entity.						
This contract shall henceforth be referred to as Contra	This contract shall henceforth be referred to as Contract #					
The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order or written notice to proceed.						
Awarded this , 2019.						
Authorized Signature for Northland Pioneer College						
Signatory's Name						
Signatory's Title:						



APPENDIX C: REFERENCES

Please provide a listing of three (3) references for which the company has provided exact or similar products and/or services within the last three (3) years. Any Offeror who does not provide complete references may be eliminated from the selection process as nonresponsive. Please note the College will:

- Consider references in its decision to award a contract according to the evaluation criteria identified in the Solicitation.
- Not call Offerors to tell them that their references will be contacted because all references
 provided will be contacted by the College during the selection process; however, the College
 reserves the right to contact references for only those firms considered for award.
- Not work through an Offeror's Reference Manager to complete a reference.

Please confirm that each reference is willing to participate in a 30 to 45-minute reference check call and inform the reference that they may be contacted by a College representative.

Reference #1 Company Name:	
Complete Company Address:	
Contact Name:	Contact Title:
Contact Email:	Description of products and/or services provided:
Reference #2 Company Name:	
Complete Company Address:	
Contact Name:	Contact Title:
Contact Email:	Description of products and/or services provided:
Reference #3 Company Name:	
Complete Company Address:	
Cantact Name	Contact Title:
Contact Name:	

Return to: Purchasing Dept. (928) 524-7695 Phone (928) 524-7698 Fax purchasing@npc.edu



Northland Pioneer College Substitute W-9 & Vendor Authorization Form

DO NOT SEND TO IRS

► TAXPAYER IDEN	TIFICATION	N NUMBE	R (TIN):									cation Numb ımber (SSN)	er (EIN)
►BUSINESS LEGAL	NAME & I	DBA if ap	plicable: ((must r	match TIN abo	ve)							
Do you collect Sale	s Tax on be	ehalf of th	ne State o	f Arizor	na? 🗌 Yes 🔲	No							
If "Yes" please pro-	vide Arizon	a License	:#:			Sales/use rate charg					%	DUNS#:	
► REMIT TO ADDR						Tate charg	geu.				1 /6	DONS#.	
NAME:													
ADDRESS:													
ADDRESS LINE 2:													
CITY:				STAT	E:			ZIP:					
PHONE:				FAX:				E-M	AIL:				
▶ PROCUREMENT	ADDRESS -	- PO will	be e-mail	ed to v	endor if infor	mation is prov	vided	•					
CONTACT NAME:													
ADDRESS:													
CITY:				STAT	E:			ZIP:					
PHONE:		FAX	:		E-MAIL:			WEB	SITE:				
► Check appropria					check only O	NE of the follo	wing sev	en box	es. Se	e IRS	Forr	n W-9 for	
instructions <u>https:/</u>	/ w w w.ii s.ş	<u> 30v/pub/</u>	irs-pui/rw	<u>19.pui</u> .				Exe	mptio	n (co	des a	apply only	to
	C C 0 1 1 1] orotion	C Compos] mation	Dorthorchin	☐ ☐ Trust/estate	e Othe					t individua	ls;
Individual/sole proprietor or	C Corpo	oration	S Corpoi	ration	Partnership	Trust/estate	Cine	"				page 3):	
single-member LLC								mpt p le (if a	-	!			
Limited liability	company.	Enter the	tax classi	ificatio	n			Exe	mptio	n fro	m _		
(C=C corporatio				rship) ▶				FATCA reporting code (if any)					
Note: For a single-	member Ll	LC that is	disregard	ed, do	 not check LLC;	check the app	ropriate		-		count	ts maintain	ned
box in the li	ne above fo	or the tax	classificat	tion of	the single-mer		<u>'</u>		side th				
► FEDERAL SUPPL	ER TYPE –	Please ch	neck all th	at app	ly	_					_	_	
Service Disabl	∟ ed Veteran	Owned ((VD)		Small Disa	∟ ⊔advantaged (S	D)		W	ome	n Ow	」 ∕ned (WO)	
Veteran Owned (VO) Minority Institution (MI) HUB Zone (HZ) ▶ CERTIFICATION			ie (HZ)										
Under penalties of perjury, I certify that:													
 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal 													
	Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me I am no longer subject to backup withholding,												
3. I am a U													
have failed to report all	interest and d	ividends on	your tax ret	urn.		-				_			ou
The Internal Revenue withholding.	The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.												
Signature of U.S. In	dividual:	_					Date:						

Revised: Feb. 2016



NON-COLLUSION

<u>Certification:</u> By signing the forms included in this Solicitation, the Offeror certifies and warrants that:

a) <u>Non-collusion</u>. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer.

CONFLICT OF INTEREST

The undersigned certifies that to the bes	t of his/her knowledge (check only one):
	Northland Pioneer College who has, or whose any contract resulting from this request.
Pioneer Community College who h	c officers or employees of Northland ave, or whose relative has, a substantial interest equest, and the nature of the substantial interest, to this certification.
(Company name)	(Address)
(Signature of person authorized to sign)	(Phone)
(Print name)	(Fax)
(Print title)	(Federal Taxpayer ID Number)



CERTIFICATION REGARDING RESPONSIBILITY MATTERS

As prescribed in 9.104-7(a) of the Federal Acquisition Regulation:

FAR 52.209-5 Certification on Regarding Responsibility Matters (Oct 2015)

(a)	
	(1) The Offeror certifies, to the best of its knowledge and belief, that
	(i) The Offeror and/or any of its Principals
	(A) Are \Box are not \Box presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
	(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if Offeror checks "have", the Offeror shall also see 52.209-7, if included in this solicitation); and
	(C) Are \Box are not \Box presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
	(D) Have \Box , have not \Box , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
	(1) Federal taxes are considered delinquent if both of the following criteria apply:
	(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.



(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (*iv*) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has \Box has not \Box , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.



(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(Company name)	(Address)
(Signature of person authorized to sign)	(Phone)
(Print name)	(Fax)
(Print title)	(Federal Taxpayer ID Number)



CONFIDENTIALITY AND TRADE SECRETS FORM

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that is proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

This form must be completed and returned with the response to the solicitation and any supporting information to assist Navajo County Community College District in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

In the event any Proposer includes in the Offer any information deemed "proprietary" or "protected", such information shall be <u>separately packaged from the balance of the Offer and</u> clearly marked as to any proprietary claim.

All Offerors must select one of the following:

my entire response will become public record in accordance with A.A.C. R2-7-C317.
My response does contain trade secret information because it contains information that
 Is a formula, pattern, compilation, program, device, method, technique or process, AND

- 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
- 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. Navajo County Community College District reserves the right to make its own determination of Proposer's trade secret materials through a written determination in accordance with A.A.C. R2-7-103.



APPENDIX E: CERTIFICATIONS

If Northland Pioneer College agrees with the offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, proposer agrees that the entire offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Proposer agrees to indemnify and hold Northland Pioneer College, its agents and employees, harmless from any claims or causes of action relating to Northland Pioneer College's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by Northland Pioneer College in defending such an action.

Company Name			Signature of Person Authorized to Sign
Address			Printed Name
City	State	Zip	Printed Title

R2-7-103. Confidential Information

- A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- B. Until a final determination is made under subsection (C), the Northland Pioneer College Chief Business Officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by the College to have a legitimate state interest
- C. Upon receipt of a submission, the Northland Pioneer College Chief Business Officer shall make one of the following written determinations:



- 1. The designated information is confidential and Northland Pioneer College and the Purchasing Department shall not disclose the information except to those individuals deemed to have a legitimate state interest;
- 2. The designated information is not confidential; or
- 3. Additional information is required before a final confidentiality determination can be made.
- D. If the Northland Pioneer College Chief Business Officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination.
- E. The Northland Pioneer College Chief Business Officer may release information designated as confidential under subsection (A) if:
 - 1. A request for review is not received by Northland Pioneer College Purchasing Department within the time period specified in the notice; or
 - 2. Northland Pioneer College, after review, makes a written determination that the designated information is not confidential.



APPENDIX F: EXCEPTIONS TAKEN BY OFFEROR

Solici	tation #	E:Offero	or Name:	
Respo	onder N	ame:		Phone:
discre	etion, m			Please note the College, at its sole exceptions may cause the rejection
applic	cable).	·		ng Appendices and Amendments (if nal pages may be attached as needed.
Exc. #		Section, Term/ Condition, Form Specification,	Exception	Potential advantages and/or disadvantages to the College as a result of the exception

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the	_ day of	in the year	
BETWEEN the Architect's client ident (Name, legal status, address and other	ified as the Owner	: 	This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or
and the Architect: (Name, legal status, address and othe	r information)		modification.
for the following Project: (Name, location and detailed descript	ion)		

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
 - .1 Design phase milestone dates, if any:

- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204TM—2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204—2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204—2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer

Init.

.2 Civil Engineer:

.3 Other, if any: (List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2 (List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 / Electrical Engineer

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- § 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.

- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

- § 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM 2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents,

§ 3.6.3 Certificates for Payment to Contractor

- § 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Sunnleme	ntal Services	Responsibility
ouppierrici	ital ocivides	(Architect, Owner, or not provided)
§ 4.1.1.1	Programming	(Tremeet, Owner, or not provided)
§ 4.1.1.2	Multiple preliminary designs	
§ 4.1.1.3	Measured drawings	
§ 4.1.1.4	Existing facilities surveys	
§ 4.1.1.5	Site evaluation and planning	\(\(\chi_{\chi}\)
§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	•>
§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	

Suppleme	ntal Services	Responsibility (Architect, Owner, or not provided)			
§ 4.1.1.22	Security evaluation and planning				
§ 4.1.1.23	Commissioning				
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3				
§ 4.1.1.25	Fast-track design services				
§ 4.1.1.26	Multiple bid packages				
§ 4.1.1.27	Historic preservation				
§ 4.1.1.28	Furniture, furnishings, and equipment design	ST AT A			
§ 4.1.1.29	Other services provided by specialty Consultants				
§ 4.1.1.30	Other Supplemental Services				

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM—2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
 - Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
 - .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
 - .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
 - .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
 - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

9 4.2.3 The Ar	cnitect snaii p	provide Construction Phase Services exceeding the limits set forth below as Additional
Services. Whe	n the limits b	elow are reached, the Architect shall notify the Owner:
.1	() reviews of each Shop Drawing, Product Data item, sample and similar submittals of the
	Contractor	
.2	() visits to the site by the Architect during construction
.3	() inspections for any portion of the Work to determine whether such portion of the Work is
	substantially	complete in accordance with the requirements of the Contract Documents
.4	() inspections for any portion of the Work to determine final completion.

- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner

shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM—2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- § 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
 - .1 give written approval of an increase in the budget for the Cost of the Work:
 - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
 - .3 terminate in accordance with Section 9.5;
 - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
 - .5 implement any other mutually acceptable alternative.
- § 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other

reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the

person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuar dispute resolution shall be the following: (Check the appropriate box.)	nt to this Section 8.2, the method of binding
☐ Arbitration pursuant to Section 8.3 of this Agreemen	t
☐ Litigation in a court of competent jurisdiction	
Other: (Specify)	

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional

person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
- § 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum (Insert amount)
- .2 Percentage Basis
 (Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other (Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (%)
Design Development Phase		percent (%)
Construction Documents		percent (%)
Phase / /				
Procurement Phase		percent (%)
Construction Phase		percent (%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- 12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$\) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101TM_2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

^	Y- 1 '1 '.
	Lyhihita
.3	Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204TM_2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

OWNER (Signature) ARCHITECT (Signature) (Printed name and title) (Printed name, title, and license number, if required)



APPENDIX H: OFFER CHECKLIST

NPC MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT submit all Appendices along with the SOQ.

	DOCUMENT	SUBMITTED
1.	Statement of Qualifications (SOQ)	YES no
2.	Appendix A: RFQ-CMAR Terms and Conditions	☐ YES ⊠ no
თ .	Appendix B: <u>Signed</u> Offer and Acceptance Form	YES no
4.	Appendix C: References	☐ YES ☐ no
5.	Appendix D: Substitute W9 & Vendor Authorization Form	YES no
6.	Appendix E: Certifications	☐ YES ☐ no
7.	Appendix F: Exceptions Taken By Offeror	YES no
8.	Appendix G: Sample AIA Documents	☐ YES ⊠ no
9.	Appendix H: Offer Checklist	YES no

Northland Pioneer College

Position Description

Draft 12/20/18

TITLE: Construction Manager

DIVISION: Administrative Services

DEPARTMENT: Facilities

CLASSIFICATION: Administrator, D3

GENERAL STATEMENT OF RESPONSIBILITIES: The Construction Manager will be responsible for overseeing the construction of new buildings and remodeling projects at the campus located in Show Low, Arizona over several years.

The Construction Manager is responsible for managing, directing and reporting of all activities on the job site as it relates to construction. The Construction Manager will provide leadership to ensure construction schedules, budget management, safety & quality standards, owner satisfaction, and effectiveness of trade partners are maintained throughout the construction process. The Construction Manager will work with architects, contractors, and subcontractors to ensure that the projects are completed on time, on budget and to the quality standards desired by NPC.

PRINCIPAL DUTIES: (essential functions)

- Oversee and direct construction projects from conception to completion
- Review the project in-depth to schedule deliverables and help create cost estimates
- Develop and monitor construction budgets and provide regular updates to the Chief Business Officer (CBO)
- Oversee all onsite and offsite construction activity to monitor compliance with building and safety regulations
- Coordinate and direct contractors
- Ensure contractual conditions of performance are met
- Review work progress on a daily basis and report progress/deviations to the Director of Facilities
- Attend District Governing Board meeting with project updates periodically
- Prepare internal and external reports pertaining to job status
- Plan ahead to prevent problems and resolve any emerging ones
- Obtain permits and licenses from local jurisdictions
- Keep project records of all meetings and inventory/library of all construction documents
- Analyze, manage and mitigate risks to the College
- Ensure quality construction standards and the use of proper construction techniques
- Ensure that the project is constructed to plans and specifications and in keeping with the quality and quantity standards desired by College
- Carry out supervisory responsibilities in accordance with College polices and applicable laws
- Perform other duties as assigned.

SKILLS REQUIRED:

- Reliable with proven work experience in construction management or management processes
- Excellent communication and customer service skills
- Detail orientated team player with strong work ethic and integrity
- Ability to read and understand blueprints and engineering designs
- Ability to develop a sound budget, monitor it and resolve discrepancies
- Outstanding knowledge of building products, construction details and relevant rules, regulations and quality standards
- Competent in conflict and crisis management
- Good time-management skills
- Ability to multi-task
- Strong interpersonal and communication skills
- Critical-thinker and problem-solver
- Strong computer skills in Word, Excel, and Outlook

REQUIRED QUALIFICATIONS:

- Bachelor's Degree in Construction, Architecture, Engineering or related field.
- A minimum of 5 years' experience in scheduling, ordering, field supervision, quality control, and production of all phases of educational/commercial construction.

PREFERRED QUALIFICATION:

• A minimum of 7 years' experience in scheduling, ordering, field supervision, quality control, and production of all phases of educational/commercial construction.

PHYSICAL REQUIREMENTS:

The physical requirements indicated below are examples of the physical aspects that this position must perform in carrying out essential job functions:

- Ability to work at least 8 hours per day, walking around construction site or in an office.
- Persons performing service in this position classification will exert 50 pounds of force to lift, carry, push, pull, or otherwise move objects.
- Perceiving the nature of sound, near and far vision, depth perception, providing oral information, the manual dexterity to operate business related equipment, and handle and work with various materials and objects are important aspects of this job.
- Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job.
- Work hours may include evenings and weekends.

ORGANIZATIONAL RELATIONSHIPS:

Reports to the Director of Facilities.

Regular Meeting Agenda Item 8H January 15, 2019 Action Item

Request to Approve the purchase of Network Switches, Licensing, and Support

Recommendation:

Staff recommends an approval to purchase of network switches, associated licensing and required support from CDW-G for a total price of \$124,544.75 which includes applicable sales tax.

Summary:

This purchase addresses the lifecycle replacement of network switch hardware. The network switches will provide enhanced performance, integrated security features and centralized management. This is a budgeted and scheduled item of the college. The vendor selected for this purchase has undergone the competitive purchase process and has been awarded contract 2018011-01 (expires Feb. 2023) with the National IPA Cooperative; Northland Pioneer College is a current member of the National IPA Cooperative.

Additionally, obtained quote for reference of comparison:

Quote no. 4854124.1 \$159,726.74 World Wide Technologies

REQUISITION Northland Pioneer College EXPANDING MINDS • TRANSFORMING LIVES P.O. NUMBER U ORIGINATOR / BUDGET MANAGER G G BUDGET MANGER / DEAN / DIRECTOR D S Т Ε VICE PRESIDENT (Required for Purchases \$10,000 & Above) D Use Tax _____ 1099 ____ PRESIDENT (Required for Purchases \$25,000 & Above) NPC IDENTIFICATION NUMBER ___ BOARD APPROVAL (Required for \$50,000 & Above) Date / / GIVE FULL AND COMPLETE PARTICULARS FOR EACH ITEM REQUESTED QTY **DETAILED DESCRIPTION UNIT PRICE AMOUNT** ACCOUNT NUMBER SUB TOTAL □ SALES / □ USE TAX **FREIGHT TOTAL** COMMENTS/SPECIAL INSTRUCTIONS:

All vendors for service, equipment rentals, and leases <u>must</u> have a W-9 compliance form on file with the NPC Business Office. If the vendor is not listed on the 1099 listing, a completed W-9 form must be attached to the requisition.

MPR 5/14-Marketing/Forms/Business Office

QUOTE CONFIRMATION



DEAR ERNEST HESS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KHPS706	12/19/2018	CISCO C9200S	302679	\$124,544.75

IMPORTANT - PLEASE READ

Special Instructions: TAX:MULTIPLE TAX JURISDICTIONS APPLY TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CISCO DIRECT C9200-48P-E Mfg. Part#: C9200-48P-E TAX: HOLBROOK, AZ 6.1000% \$5,328.05 Contract: National IPA Technology Solutions Education (2018011-01)	30	5396216	\$2,911.50	\$87,345.00
CISCO DIRECT C9200-NM-4G Mfg. Part#: C9200-NM-4G TAX: HOLBROOK, AZ 6.1000% \$419.99 Contract: National IPA Technology Solutions Education (2018011-01)	30	5396219	\$229.50	\$6,885.00
CISCO DIRECT C9200-DNA-E-48-3Y Mfg. Part#: C9200-DNA-E-48-3Y Electronic distribution - NO MEDIA TAX: HOLBROOK, AZ 6.1000% \$922.32 Contract: National IPA Technology Solutions Education (2018011-01)	30	5396222	\$504.00	\$15,120.00
CIS DIR 1YR SNET 8X5XNBD Mfg. Part#: CON-SNT-C92048PE 9 months SmartNET cotermed to 9/30/19 Electronic distribution - NO MEDIA TAX: HOLBROOK, AZ 6.1000% \$490.09 Contract: National IPA Technology Solutions Education (2018011-01)	30	5397824	\$267.81	\$8,034.30

PURCHASER BILLING INFO	SUBTOTAL \$117,384.30
PURCHASER BILLING INFO	SUBIUTAL \$117,364.30
Billing Address:	SHIPPING \$0.00
NORTHLAND PIONEER COLLEGE BUSINESS OFFICE	SALES TAX \$7,160.45
PO BOX 610 HOLBROOK, AZ 86025-0610 Phone: (928) 524-7600	GRAND TOTAL \$124,544.75
Payment Terms: NET 30 Days-Govt/Ed	
DELIVER TO	Please remit payments to:
Shipping Address: NORTHLAND PIONEER COLLEGE ERNEST HESS 102 N 1ST AVE HOLBROOK, AZ 86025-2902 Shipping Method: DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



 Chris Burns
 |
 (877) 459-2002
 |
 chrburn@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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SAM Search Results List of records matching your search for :

Record Status: Active DUNS Number: 026157235 Functional Area: Entity Management, Performance Information

ENTITY CDW Government LLC Status: Active

DUNS: 026157235 +4: CAGE Code: 1KH72 DoDAAC:

Expiration Date: Aug 28, 2019 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 230 N Milwaukee Ave

City: Vernon Hills State/Province: ILLINOIS ZIP Code: 60061-4304 Country: UNITED STATES

https://www.sam.gov/

Regular Meeting Agenda Item 8I January 15, 2019 Action Item

Request to Approve the purchase of a Data Storage, Service, and Support Solution

Recommendation:

Staff recommends an approval to purchase, from CDW-G, the TEGILE Storage, Service and Support solution for a price of \$124,779.54 which includes applicable sales tax.

Summary:

This purchase supports the college digital storage requirements. The expanding resource environment will be implemented to deliver improved performance and reliability. This is a budgeted item of the college. This is a budgeted and scheduled item of the college. The vendor selected for this purchase has undergone the competitive purchase process and has been awarded contract R160201 (expires 31 July 2019) with the National IPA Cooperative; Northland Pioneer College is a current member of the National IPA Cooperative.

Additionally, obtained quote for reference of comparison:

Quote no. 307425 \$254,658.60 Transource Services Group Quote no. NPC-WD-Quote01 \$269,756.30 Thin Client Computing

REQUISITION Northland Pioneer College EXPANDING MINDS • TRANSFORMING LIVES P.O. NUMBER U ORIGINATOR / BUDGET MANAGER G G BUDGET MANGER / DEAN / DIRECTOR D S Т Ε VICE PRESIDENT (Required for Purchases \$10,000 & Above) D Use Tax _____ 1099 ____ PRESIDENT (Required for Purchases \$25,000 & Above) NPC IDENTIFICATION NUMBER ___ BOARD APPROVAL (Required for \$50,000 & Above) Date / / GIVE FULL AND COMPLETE PARTICULARS FOR EACH ITEM REQUESTED QTY **DETAILED DESCRIPTION UNIT PRICE AMOUNT** ACCOUNT NUMBER SUB TOTAL □ SALES / □ USE TAX **FREIGHT TOTAL** COMMENTS/SPECIAL INSTRUCTIONS:

All vendors for service, equipment rentals, and leases <u>must</u> have a W-9 compliance form on file with the NPC Business Office. If the vendor is not listed on the 1099 listing, a completed W-9 form must be attached to the requisition.

MPR 5/14-Marketing/Forms/Business Office

QUOTE CONFIRMATION



DEAR ERNEST HESS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. <u>Click here</u> to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KHKK065	12/13/2018	TEGILE T4700	302679	\$124,779.54

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Tegile IntelliFlash All-Flash Array T4700 - flash storage array	2	4416667	\$46,050.00	\$92,100.00
Mfg. Part#: T4700				
UNSPSC: 43201802				
Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)				
<u>Tegile - network adapter</u>	4	4378773	\$1,300.68	\$5,202.72
Mfg. Part#: CARD-10G-E-2-SFP+				
UNSPSC: 43201404				
Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)				
<u>Tegile IntelliCare Support Program Premier - extended service</u>	2	4429085	\$6,666.75	\$13,333.50
agreement - 1				
Mfg. Part#: T4700-1YR-4HR				
UNSPSC: 81111812				
Electronic distribution - NO MEDIA				
Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)				
<u>Tegile Introduction and Administration - Instructor-led</u> <u>training (ILT) - se</u>	3	3831410	\$500.00	\$1,500.00
Mfg. Part#: EDU-ILT-ADM				
UNSPSC: 86101601				
Electronic distribution - NO MEDIA				
Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)				
<u>Tegile Standard Onsite Professional Services installation / configuration -</u>	2	3802290	\$2,777.81	\$5,555.62
Mfg. Part#: PROSERV-STN				
UNSPSC: 81111812				
Electronic distribution - NO MEDIA				
Contract: MARKET				

PURCHASER BILLING INFO	SUBTOTAL	\$117,691.84
Billing Address: NORTHLAND PIONEER COLLEGE	SHIPPING	\$0.00
BUSINESS OFFICE	SALES TAX	\$7,087.70
PO BOX 610 HOLBROOK, AZ 86025-0610	GRAND TOTAL	\$124,779.54
Phone: (928) 524-7600 Payment Terms: NET 30 Days-Govt/Ed		
DELIVER TO	Please remit payments to:	

Shipping Address: NORTHLAND PIONEER COLLEGE 102 N 1ST AVE HOLBROOK, AZ 86025-2902

Shipping Method: DROP SHIP-GROUND

CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

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