Yavapai College District Governing Board



Regular Board Meeting Agenda Summary

District Governing Board Regular Meeting
Tuesday, April 18, 2017

1:00 PM

Rock House, Prescott Campus 1100 E. Sheldon Street Prescott, AZ 86301

Pursuant to Arizona Revised Statutes (A.R.S.) §38-431.02, notice is hereby given to the members of the Yavapai College District Governing Board and to the general public that the Board will hold a public meeting, open to the public as specified below. The Board reserves the right to change the order of items on the agenda. One or more members of the Board may participate in the meeting by telephonic communication.

Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Board may vote to go into Executive Session, which will not be open to the public, for legal advice concerning any item on the agenda or to review, discuss and consider records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law. As indicated in the agenda, the Board may also vote to go into executive session, which will not be open to the public, to discuss specific agenda items.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Karen Jones at (928)776-2307. Requests should be made as early as possible to allow time to arrange the accommodation.

Please note that agenda item times are for planning purposes only and do not necessarily reflect the actual time of the agenda item. When regular board meetings, public hearings (both truth in taxation and budget adoption public hearings) and budget adoption special meetings are scheduled for the same date, each hearing or meeting will begin immediately upon adjournment of the preceding hearing or meeting. Members of the public wishing to attend those subsequent hearings or meetings are advised to arrive at the time that the first hearing or meeting is scheduled to begin.

| Item No. | Item | Time Req. | Start Time | Ref No. |
|-------------|--|--------------|---------------|---------|
| 1 | CALL TO ORDER - HEADING | 0 | 1:00 PM | 670733 |
| 2 | Call to Order - PROCEDURAL | 0 | 1:00 PM | 670734 |
| 3 | Pledge of Allegiance - PROCEDURAL | 1 | 1:00 PM | 670735 |
| 4 | Welcome to Guests and Staff - PROCEDURAL | 1 | 1:01 PM | 670736 |
| 5 | Approval of District Governing Board March 7, 2017 Regular Meeting Minutes - DISCUSSION AND DECISION | 2 | 1:02 PM | 670737 |
| 6 | Adoption of Agenda - DECISION | 1 | 1:04 PM | 670738 |
| 7 | INFORMATION - HEADING | 0 | 1:05 PM | 702480 |
| 8 | Recognition of Faculty Members' Advancement to Continuing Contract Status - INFORMATION AND DISCUSSION | 15 | 1:05 PM | 704470 |
| 9 | SHORT RECESS - PROCEDURAL | 10 | 1:20 PM | 707026 |
| 10 | OWNERSHIP LINKAGE - HEADING | 0 | 1:30 PM | 670739 |
| 11 | Open Call - PROCEDURAL | 20 | 1:30 PM | 670740 |

Ref No: 670729

| Item No. | Item | Time Req. | Start Time | Ref No. |
|-------------|---|--------------|---------------|---------|
| 12 | CONSENT AGENDA - HEADING | 0 | 1:50 PM | 670741 |
| 13 | Receipt of Report on Revenues and Expenditures - March 2017 - RECEIPT, DISCUSSION, AND/OR DECISION | 1 | 1:50 PM | 670742 |
| 14 | Receipt of President's Monthly Monitoring Report - Executive Limitation 2.3.1 - Budget Deviation - March 2017 - RECEIPT, DISCUSSION, AND/OR DECISION | 1 | 1:51 PM | 670743 |
| 15 | Receipt of the President's Monthly Monitoring Report: Executive Limitation 2.3.2 - Reserves - March 2017 - RECEIPT, DISCUSSION, AND/OR DECISION | 1 | 1:52 PM | 670744 |
| 16 | For Consideration for Approval of Resolution 2017 - #01 - Capital Accumulation Account Contribution - RECEIPT, DISCUSSION, AND/OR DECISION | 2 | 1:53 PM | 703936 |
| 17 | For Consideration for Approval of the Intergovernmental Agreement Between the Sedona Oak Creek Unified School District and Yavapai College for the Purpose of Investing in the Sedona Performing Arts Center and Providing the College Access - RECEIPT, DISCUSSION AND/OR DECISION | 2 | 1:55 PM | 704510 |
| 18 | For Consideration for Approval of the First Amendment to the Intergovernmental Agreement (IGA) Between Yavapai College and Humboldt Unified District No. 22 for the Purpose of Providing On-Site Nursing Training - RECEIPT, DISCUSSION AND/OR DECISION | 2 | 1:57 PM | 706859 |
| 19 | For Consideration for Approval of the Intergovernmental Agreement (IGA) between Yavapai College and the Superior Court in Yavapai County to provide a Youth Summer Training and Enrichment Program (YouthSTEP) - RECEIPT, DISCUSSION, AND/OR DECISION | 2 | 1:59 PM | 712200 |
| 20 | For Consideration for Approval of the Second Amendment to the Intergovernmental Agreement (IGA) Between Yavapai College and Mayer Unified District No. 43 for the Purpose of the Lease of Real Property and Improvements at Mayer High School - RECEIPT, DISCUSSION AND/OR DECISION | 2 | 2:01 PM | 712649 |
| 21 | INFORMATION - HEADING (CONTINUED) | 0 | 2:03 PM | 670745 |
| 22 | Information from the President to Include: All Arizona Academic Team Celebration; American Association of Community Colleges (AACC) Annual Convention; Community Outreach; Evening of Recognition; College Highlights; Facilities Management News; and Other Related Issues - INFORMATION AND/OR DISCUSSION | 15 | 2:03 PM | 670746 |
| 23 | Update from Instruction and Student Development to Include: Faculty Senate; Small Business Administration (SBA) Excellence Award; and Other Related Information - INFORMATION AND/OR DISCUSSION | 20 | 2:18 PM | 670747 |
| 24 | MONITORING REPORTS - HEADING | 0 | 2:38 PM | 670749 |
| 25 | Receipt of President's Monitoring Report - Executive Limitation 2.1.1 - Treatment of Employees - MONITORING, DISCUSSION, AND/OR DECISION | 5 | 2:38 PM | 670750 |
| 26 | Receipt of President's Monitoring Report - Executive Limitation 2.2 - Compensation and Benefits - MONITORING, DISCUSSION, AND/OR DECISION | 5 | 2:43 PM | 670751 |

| Item No. | Item | Time Req. | Start Time | Ref No. |
|-------------|--|--------------|---------------|---------|
| 27 | SHORT RECESS - PROCEDURAL | 10 | 2:48 PM | 704469 |
| 28 | MONITORING REPORTS - HEADING (CONTINUED) | 0 | 2:58 PM | 712646 |
| 29 | Board Meeting Evaluation (Monthly) - INFORMATION, DISCUSSION AND/OR DECISION | 10 | 2:58 PM | 670762 |
| 30 | President's Evaluation Process - INFORMATION AND/OR DISCUSSION | 5 | 3:08 PM | 670752 |
| 31 | BOARD EDUCATION - HEADING | 0 | 3:13 PM | 702473 |
| 32 | Focus Study: Access for the Underserved Students/Populations - INFORMATION AND DISCUSSION | 20 | 3:13 PM | 702474 |
| 33 | POLICY - HEADING | 0 | 3:33 PM | 670754 |
| 34 | Consideration of the Preliminary Budget FY 2017-2018 - INFORMATION, DISCUSSION, AND/OR DECISION | 45 | 3:33 PM | 670755 |
| 35 | OWNERSHIP LINKAGE (CONTINUED) - HEADING | 0 | 4:18 PM | 670756 |
| 36 | 2016-2017 Ownership Linkage Plan - Survey Questions - INFORMATION, DISCUSSION, AND/OR DECISION | 10 | 4:18 PM | 703919 |
| 37 | Reports from Board Liaisons - Board Spokesperson; Arizona Association for District Governing Boards (AADGB) and Yavapai College Foundation - INFORMATION AND/OR DISCUSSION | 5 | 4:28 PM | 670757 |
| 38 | OTHER INFORMATION - HEADING | 0 | 4:33 PM | 670758 |
| 39 | District Governing Board Dates and Places of Future Meetings - INFORMATION, DISCUSSION AND/OR DECISION | 5 | 4:33 PM | 670760 |
| 40 | ADJOURNMENT OF REGULAR MEETING - PROCEDURAL | 1 | 4:38 PM | 670761 |

Presenter: Ray Sigafoos Start Time: 1:00 PM Item No: 1

Proposed By: Ray Sigafoos **Time Req**: 0

Proposed: 9/27/2016 Item Type: Heading

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: CALL TO ORDER - HEADING

Details:

Attachments:
No Attachments

Presenter: Ray Sigafoos Start Time: 1:00 PM Item No: 2

Proposed By: Ray Sigafoos Time Req: 0

Proposed: 9/27/2016 **Item Type**: Procedure Item

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: Call to Order - PROCEDURAL

Details:

Attachments:No Attachments

Presenter: Ray Sigafoos Start Time: 1:00 PM Item No: 3

Proposed By: Ray Sigafoos **Time Req:** 1

Proposed: 9/27/2016 **Item Type**: Procedure Item

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: Pledge of Allegiance - PROCEDURAL

Details:

Attachments: No Attachments

Presenter: Ray Sigafoos Start Time: 1:01 PM Item No: 4

Proposed By: Ray Sigafoos Time Req: 1

Proposed: 9/27/2016 **Item Type**: Procedure Item

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

 $\textbf{Description}: \mbox{Welcome to Guests and Staff} - \mbox{PROCEDURAL}$

Details : Chair Sigafoos will welcome guests and staff.

Attachments: No Attachments

Presenter: Ray Sigafoos Start Time: 1:02 PM Item No: 5

Proposed By: Ray Sigafoos Time Req: 2

Proposed: 9/27/2016 **Item Type**: Decision Item

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.5.4 | Unless the Chair has delegated his or her authority otherwise pursuant to Policy 3.5.2.3, the Secretary fulfills the duties of the Chair in the absence of the Chair, including chairing Board meetings and signing documents on behalf of the Board and/or Yavapai College. The Secretary assures the accuracy of Board documents. The Board has its own documents so the accuracy of Board records are critical for historical purposes. The Secretary attests to the Board's adoption of policy. | 558943 |

Description: Approval of District Governing Board March 7, 2017 Regular Meeting

Minutes - DISCUSSION AND DECISION

Details : To affirm discussion and record of actions and motions made and

approved by the District Governing Board at the March 7, 2017 Regular

Board Meeting. As part of the Board Agenda, the record of the

proceedings of the previous meetings are presented for Board approval, reporting the kind of meeting, date, and place of the meeting, participants present, approval of consent items, and all the main motions, the hours of the meeting(s), and the adjournment. The approved minutes are used to

establish a permanent record of decisions approved by the District

Governing Board.

Attachments:

| Title | Created | Filename |
|---|--------------|---|
| Unapproved Regular Meeting Minutes Mar7.pdf | Mar 27, 2017 | Unapproved Regular Meeting Minutes Mar7.pdf |



Yavapai College District Governing Board Regular Board Meeting

Unapproved Minutes of Regular Meeting

Tuesday, March 7, 2017 1:00 PM

Verde Valley Campus 601 Black Hills Drive, Building M, Room 137 Clarkdale, Arizona

District Governing Board meeting recordings may be viewed on CableOne Access 13 or the Yavapai College Website. CableOne Access 13 records all regular board meetings for subsequent broadcast and the schedule is available on the Access 13 website at http://www.access13.org. The District Governing Board agenda, packet materials, handouts, and minutes are on file in the District Office and posted on the College website along with regular board meeting recordings posted approximately 12 days after each meeting at http://www.yc.edu/v5content/district-governing-board/.

Members Present:

Mr. Ray Sigafoos, Chair

Mr. Steve Irwin, Secretary

Dr. Connie Harris, Board Member

Dr. Patricia McCarver, Board Member

Ms. Deb McCasland, Board Member

Administration Present:

Dr. Penelope H. Wills, President

Lynne Adams, Board Attorney

Karen Jones, Executive Assistant

Other staff attending are on file in the District Office.

1. CALL TO ORDER - HEADING

2. Call to Order - PROCEDURAL

Chair Sigafoos called the Yavapai College District Governing Board meeting to order at 1:00 p.m.

3. Pledge of Allegiance – PROCEDURAL

The Pledge of Allegiance was led by Member Harris.

4. Welcome to Guests and Staff - PROCEDURAL

Chair Sigafoos welcomed all guests and staff.

5. Approval of the District Governing Board February 13, 2017 Retreat and February 14, 2017 Regular Meeting and Executive Session Minutes- DISCUSSION AND DECISION (refer to Board agenda, pgs. 6-12)

Member McCarver moved, seconded by Member Harris, to approve the District Governing Board February 13, 2017 Retreat and February 14, 2017 Regular Meeting and Executive Session Minutes as written. Motion carried unanimously.

6. Adoption of Agenda – DECISION

Member McCarver moved, seconded by Member Irwin, to adopt the agenda as amended as written. Motion carried unanimously.

7. OWNERSHIP LINKAGE - HEADING

8. Open Call - PROCEDURAL

The following owners addressed the Board:

Budget: Ruth Wicks

College Governance: Joel Staadecker

Due Diligence: Bob Oliphant

Budget: Janet Aniol

Educational Opportunities in Verde Valley: Jane Russell-Winiecki

9. CONSENT AGENDA - HEADING

Member McCarver moved, seconded by Member Irwin, to approve the consent agenda with removal of item #10. Motion carried unanimously.

 Receipt of Report on Revenues and Expenditures – Month of February 2017 - RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 15-24)

Member McCasland moved, seconded by Member McCarver, to approve consent agenda item #10. Motion carried unanimously.

11. Receipt of President's Monthly Monitoring Report - Executive Limitation 2.3.1 - Budget Deviation - February 2017 - RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 25-27)

The President reported compliance.

12. Receipt of President's Monthly Monitoring Report: Executive Limitation 2.3.2 - Reserves – February 2017 - RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 28-30)

The President reported compliance.

13. INFORMATION - HEADING

- 14. Information from the President to Include Game Changer Award; Employee Service Recognition; Yavapai College Staff Association (YCSA) Report; Spring Open Forums; College Highlights; Facilities Management News; and Other Related Issues INFORMATION AND/OR DISCUSSION (refer to Board agenda, pgs. 32-52) Dr. Penny Wills reported on the following topics with discussion from the Board:
 - Game Changer Award Merilee Fowler, Executive Director of MATFORCE, presented the Game Changer award

- to the College's Police Department for going above and beyond to make a positive difference in Yavapai County.
- Employee Service Recognition was held on February 22 at the Prescott Campus and March 1 at the Verde Valley Campus. The Board recognized Lisa Kyle-Simpson for 25 years of service at Yavapai College.
- YCSA Report James Elphick, Association President, reported on the association's three (3) active committees: Staff Benefits & Development, Community Service & Social Events, and Newsletter. YCSA has experienced extensive growth of staff involvement and is considering reorganizing the YCSA Board to include Committee Chairs
- Spring Open Forums were held on March 1 at the Prescott and Verde Valley Campuses.
- College Highlights Attached Information Only
- Facilities Management News Attached Information Only
- 15. Information from Instruction and Student Development to Include Faculty Senate; Verde Valley Student Leadership Council; Adjunct Advisor; and Other Related Information INFORMATION AND/OR DISCUSSION (refer to Board agenda, pgs. 53-57)
 - Dr. Ron Liss, Vice President for Instruction and Student Development, presented an update on the following:
 - Faculty Senate Update Dr. Selina Bliss, Faculty Senate President, reported that the Faculty Association has unanimously voted to share, with the District Governing Board, their objections with the process and reasoning to change the 2018-2019 Academic Calendar to a 16-week term. Currently the 16-week term is being re-considered with a decision to be made by April 1st.
 - Verde Valley Student Leadership Council Dr. Mark Shelley, Student Leadership Council (SLC) Faculty
 Coordinator, and students presented the Verde SLC Survey (see handout). The purpose of the survey is to gauge
 student satisfaction on the Verde campus and ultimately enhance the student experience. This survey will
 continue until the end of the semester. At the conclusion of the survey, SLC plans to share the results and create
 solutions.
 - Adjunct Advisor Attached Information Only
- **16.** Information from Yavapai College Advancement and Foundation INFORMATION AND/OR DISCUSSION (refer to Board agenda, pgs. 58-65)
 - Mr. Paul Kirchgraber, Interim Executive Director for Yavapai College Foundation, provided an update on Foundation: Major Fundraising Campaigns, Mini Campaigns, and Scholarships.

17. MONITORING REPORTS - HEADING

- 18. Receipt of President's Monitoring Report Executive Limitations 2.1.2 Treatment of Students MONITORING, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 66-80)
 - Member Harris moved, seconded by Member Irwin, that we have read the President's Monitoring Report regarding Policy 2.1.2, we believe that the interpretation of the policy provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we accept the Monitoring Report for Policy 2.1.2. Motion carried with four (4) yes votes and one (1) no vote from Member McCasland.
- 19. Receipt of President's Monitoring Report Executive Limitations 2.3.4 Real Property MONITORING, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 81-90)
 - Member McCarver moved, seconded by Member Harris, that we have read the President's Monitoring Report regarding Policy 2.3.4 and sub policies, we believe that the interpretation of the policy provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we accept the Monitoring Report for Policy 2.3.4 and sub policies. Motion carried unanimously.
- 20. Board Evaluation of Governance Policy 3.5 Board Member Code of Conduct and Ethics MONITORING AND DISCUSSION (refer to Board agenda, pgs. 91-98)
 - The Board requested policy 3.5.2.2 be reviewed at a future meeting and considered along with policy 3.5.5.1 as both refer to representing/speaking for the Board. Suggested the policy include "unless otherwise delegated."
- 21. Receipt of Board Self-Evaluation Board/President Linkage Policy 4.4 Monitoring President Performance MONITORING, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 99-103)
- 22. Board Meeting Evaluation INFORMATION AND/OR DISCUSSION
 - During the February 13, 2017 Retreat, the Board discussed a new method for monthly self-evaluation of Board meetings to continue to assess meeting conduct; commitment to governance style and processes; and the Board's performance according to the Board's Governance Process policies 3.1.4 Self-Evaluation and 3.5.3 Board Chair's Role in Monitoring.
 - Previously, the quarterly self-evaluation was completed by one Board member on an alternating schedule. The proposed evaluation form would be completed by all Board members after each meeting to assess the Board conduct and processes in accordance with the Board's Governance Process policies. These monthly evaluations will be compiled by staff and reviewed by the Board on a quarterly schedule.
 - Dr. McCarver and Dr. Harris will finalize the evaluation language and present at the District Governing Board Meeting in April for a decision.
- 23. Overview of the President's Evaluation Process DISCUSSION AND/OR DECISION
 - The Board will review the process and resources to be used to effectively analyze the President's job performance during FY 2016-2017. The following suggested resources will be presented at the May 9, 2017 District Governing Board Meeting for completion and evaluation at the June 13, 2017 Board Meeting:

- President's Summary of Performance
- Summary of Monitoring Reports (as submitted according to the 2016-2017 Board's Agenda Planning Calendar)
- Board's Evaluation and Comments for the President

The Board requested the evaluation forms be distributed to Board members on April 20, 2017, for completion and returned to the Legal Counsel by May 5th, and evaluation at the May 9, 2017 Executive Session.

24. SHORT RECESS - PROCEDURAL

Meeting recessed at 2:44 p.m.; reconvened at 2:59 p.m.

25. POLICY - HEADING (CONTINUED)

26. Review of the District Governing Board Budget Proposal for FY 2017-2018 - INFORMATION, DISCUSSION, AND/OR DECISION (refer to Board agenda, pg. 119 and handout)

Dr. Clint Ewell, Vice President for Finance and Administrative Services, presented the District Governing Board budget history from FY 2012 through 2017 and a proposed budget for the next fiscal year 2017-2018.

Member McCarver moved, seconded by Member Harris, to approve the District Governing Board Budget for FY2017-2018 as presented. Motion carried unanimously.

27. Consideration of the Campus Master Plan - INFORMATION, DISCUSSION AND/OR DECISION

Dr. Clint Ewell, Vice President for Finance and Administrative Services, provided an update of the Campus Master Plan (CMP) for consideration by the Board. The Board was asked to accept the CMP so the budget preparation process for the new fiscal year can move forward.

Member McCasland moved, seconded by Member McCarver, to approve the Campus Master Plan as written. Motion carried unanimously.

28. Review of the Preliminary Capital Budget for FY 2017-2018 - INFORMATION AND/OR DISCUSSION- (refer to handout)

Dr. Clint Ewell, Vice President for Finance and Administrative Services, presented the Capital Budget Information for FY 2017-2018. These assumptions provide information about the budget preparation as well as set the general parameters for internal deliberation of the budget for FY 2017-2018.

29. OWNERSHIP LINKAGE (CONTINUED) - HEADING

- **30.** Receipt of the Third District Governing Board Annual Report INFORMATION AND/OR DISCUSSION The Board received the Yavapai College District Governing Board Annual Report 2016.
- 31. Focus Study: Access for the Underserved Students/Populations INFORMATION AND DISCUSSION

 During the September 12, 2016 District Governing Board Retreat, the Board determined that the Ownership Linkage and Board Education plans will focus on a study of access for the underserved/lower socioeconomic populations of Yavapai County.
 - Dr. Wills proposed the educational plan include reading materials, speakers to present to the Board, and conducting the community conversations at the remote learning centers.
- **32. Planning of September 2017 District Governing Board Retreat DISCUSSION AND/OR DECISION**Board members discussed the planning of the September 2017 District Governing Board Retreat:
 - Facilitator
 - Proposed Topics: Ends Review, Executive Limitations Review, Annual Calendar Member McCarver moved, seconded by Member Harris, that the September 11, 2017 Retreat be facilitated by Richard Stringham, Governance Coach Consultant; and the topics will include review of Ends, Executive Limitations, and Annual Calendar. Motion carried unanimously.
- 33. Reports from Board Liaisons Arizona Association for District Governing Boards (AADGB); Yavapai College Foundation; and Board Spokesperson INFORMATION, AND/OR DISCUSSION
 - Arizona Association for District Governing Boards (AADGB) Member McCasland reported the next meeting will be March 9, 2017 which will follow the All Arizona Academic Luncheon.
 - Yavapai College Foundation Member McCarver reported the next meeting will be March 8, 2017.
 - Board Spokesperson Chair Sigafoos announced his correspondence to the Town of Chino Valley declining their request to present at the April 18, 2017 District Governing Board meeting.

34. OTHER INFORMATION - HEADING

35. District Governing Board Dates and Places of Future Meetings - DISCUSSION AND/OR DECISION (refer to Board agenda, pgs. 143-145)

The Board reviewed proposed meetings, dates, times, and locations for Fiscal Year 2016-2017.

36. ADJOURNMENT OF REGULAR MEETING - PROCEDURAL

Member McCarver moved, seconded by Member McCasland, to adjourn the meeting. Motion carried unanimously. Regular meeting adjourned at 4:03 p.m.

Respectfully submitted:

| /S/ | Date: April 18, 2017 |
|--------------------------------------|----------------------|
| Ms. Karen Jones, Recording Secretary | - |

Presenter: Ray Sigafoos Start Time: 1:04 PM Item No: 6

Proposed By: Ray Sigafoos Time Req: 1

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: Adoption of Agenda - DECISION

Details:

Attachments:
No Attachments

Presenter: Ray Sigafoos Start Time: 1:05 PM Item No: 7

Proposed By: Ray Sigafoos Time Req: 0

Proposed: 2/16/2017 Item Type: Heading

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: INFORMATION - HEADING

Details:

Attachments:No Attachments

Presenter: Ray Sigafoos Start Time: 1:05 PM Item No: 8

Proposed By: Ray Sigafoos **Time Req:** 15

Proposed: 3/9/2017 **Item Type**: Information Item

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: Recognition of Faculty Members' Advancement to Continuing Contract

Status - INFORMATION AND DISCUSSION

Details : Dr. Ron Liss, Vice President for Instruction and Student Development, and the Division Deans will recognize the following faculty members who have

advanced to continuing contract status with Yavapai College:

- Beth Bazevage, Nursing

- Ashley Picard, Nursing

- Liz Peters, Electrical Instrumentation, CTEC

- Andrea Schaben, Math

Attachments:

No Attachments

Presenter: Ray Sigafoos Start Time: 1:20 PM Item No: 9

Proposed By: Ray Sigafoos **Time Req:** 10

Proposed: 3/28/2017 **Item Type**: Procedure Item

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: SHORT RECESS - PROCEDURAL

Details:

Attachments: No Attachments

Presenter: Ray Sigafoos Start Time: 1:30 PM Item No: 10

Proposed By: Ray Sigafoos **Time Req:** 0

Proposed: 9/27/2016 **Item Type**: Heading

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: OWNERSHIP LINKAGE - HEADING

Details:

Attachments: No Attachments

Presenter: Ray Sigafoos Start Time: 1:30 PM Item No: 11

Proposed By: Ray Sigafoos Time Req: 20

Proposed: 9/27/2016 **Item Type**: Decision Item

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: Open Call - PROCEDURAL

Details: This is an opportunity for residents of Yavapai County to provide their input on any issue within the jurisdiction of the Yavapai College District Governing Board. Under the Arizona Open Meeting Law, A.R.S. §38-431.01 (H), at the conclusion of the Open Call, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future Board agenda. However, members of the public body shall not discuss or take legal action on matters raised during an Open Call

legal action.

If you wish to address the Board, please complete a "Request to Speak" form, and give it to the recording Secretary and be prepared to limit your remarks to the time allotted.

to the public unless the matters are properly noticed for discussion and

Attachments:

No Attachments

Presenter: Ray Sigafoos Start Time: 1:50 PM Item No: 12

Proposed By: Ray Sigafoos **Time Req**: 0

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: CONSENT AGENDA - HEADING

Details:

Attachments: No Attachments

Presenter: Ray Sigafoos Start Time: 1:50 PM Item No: 13

Proposed By: Ray Sigafoos **Time Req:** 1

Proposed: 9/27/2016 **Item Type**: Consent Item

| Policy No. | Description | Ref No |
|------------|--|--------|
| 3.4.3.4 | The Board shall use a Consent Agenda to comply with its legal and contractual obligations on matters which it has otherwise delegated to the President and to enable efficient decision making. | 560679 |
| | Therefore, the Consent Agenda will be used to: a) Deal with items which the Board has delegated but is required to review or receive by relevant law or contract; and b) To escalate the processing of Board decisions which the Chair believes the Board may not need further deliberation. | |

Description: Receipt of Report on Revenues and Expenditures - March 2017 -

RECEIPT, DISCUSSION, AND/OR DECISION

Details: This item is on the consent agenda to comply with A.R.S. §15-1461 -

District Budget

Included is the Financial Update Report highlighting the status of several key indicators.

The report of Revenue and Expenditures for the ninth month of FY 2016 - 2017 ending March 31, 2017, is attached. Expenditures are reported on the modified accrual basis of accounting.

Attachments:

| Title | Created | Filename |
|---|--------------|--|
| Financial Update - March in April.pdf | Apr 12, 2017 | Financial Update - March in April.pdf |
| YCFS Mar 2017 - Gov Brd Budget Report.pdf | Apr 12, 2017 | YCFS Mar 2017 - Gov Brd Budget Report.pdf |
| YCFS Mar 2017_Summary.pdf | Apr 12, 2017 | YCFS Mar 2017_Summary.pdf |

YAVAPAI COLLEGE

FINANCIAL UPDATE

March 2017

FY2015-2016 Close and Audit

- The year-end close for FY2015-2016 was completed in November 2016.
- The auditors began their field work on October 17, 2016. The audit report (Comprehensive Annual Financial Report) was issued in mid-December 2016 in time to qualify for the Certificate of Achievement for Excellence in Financial Reporting award from the Government Finance Officers Association (GFOA).
- The Comprehensive Annual Financial Report (CAFR) for FY2015-2016 was presented to the Board in February 2017.

FY 2016-2017 Budget

General Fund

- Total property taxes collected have historically been approximately .4% less than the levy. We expect this trend to continue.
- Tuition and fees is projected to come in below budget for the fiscal year based upon lower fall 2016 and spring 2017 enrollment. This shortfall will be covered by the tuition and fees contingency budget.
- Expenditures are expected to come in under budget for the fiscal year due to vacancy savings and unused contingency budgets.

<u>Auxiliary Fund</u>

The Auxiliary Fund is comprised of Auxiliary Enterprises and Public Auxiliary Enterprises generally exists to furnish non-core goods or services to students and employees, charging a fee directly related to, although not necessarily equal to, the cost of the goods or Examples include Bookstore, Food Services, and Housing. services. Public Services are those non-instructional services provided primarily to benefit individuals and groups external to the institution, charging a fee directly related to, although not necessarily equal to, the cost of the goods or services. Examples include REDC and Community Events. While each Auxiliary Fund operation is managed as a self-supporting activity, the District historically and currently transfers funds from the General Fund to the Auxiliary Fund to subsidize various operations. This is most notable in the public services area where the District strives to balance offering these DGB-End-driven services with the charging of reasonable prices.

• Total Auxiliary Enterprises is projected to be within budget for the fiscal year.

Unexpended Plant Fund

• The Unexpended Plant Fund currently has a large deficit due to a significant amount of Preventative Maintenance and Capital Improvement Projects (CIP) being encumbered for the fiscal year.

For the fiscal year ended June 30, 2017, the Unexpended Plant Fund is projected to have a deficit due to the scope of the Prescott Valley building expansion and Sedona Center remodel projects being increased, as approved by the DGB on September 13, 2016. The deficit is expected to less than the \$3.7M scope increase.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT REPORT OF EXPENDITURES

For the Month Ended March 31, 2017 - 75.0% of the Fiscal Year Complete Fiscal Year 2016-2017

District Governing Board

| Fiscal Year 2016-17 Budget: | | | | | | | | \$ 170,168 | |
|---|---------------------------------|--------------|-----------|-----|-----------|------|----------|--------------------|--|
| | | Year-to-Date | | | | | | Total nditures/ | |
| | Purpose | Exp | enditures | Obl | ligations | Encu | mbrances | | |
| EXPENDITURES (note 1): | | | | | | | | | |
| Salary Expenses | Staff Support | \$ | 29,659 | \$ | 7,923 | \$ | 37,582 | | |
| Association of Community College Trustees | Membership Dues/Consulting | | 10,813 | | - | | 10,813 | | |
| Connie Harris | Travel | | 130 | | - | | 130 | | |
| Deborah McCasland | Travel | | 3,131 | | - | | 3,131 | | |
| EMI Print Works | Printing Services | | 280 | | - | | 280 | | |
| HF Group LLC | Binding | | 542 | | 958 | | 1,500 | | |
| IPGA | Dues & Conference | | 4,635 | | - | | 4,635 | | |
| Karen Jones | Travel | | 159 | | - | | 159 | | |
| Osborn Maledon PA | Legal Counsel | | 19,239 | | 18,261 | | 37,500 | | |
| Ourboardroom Technologies | Software Maintenance | | 12,500 | | - | | 12,500 | | |
| Penelope Wills | Travel | | 471 | | - | | 471 | | |
| Prescott Resort | Workshop/Food | | 436 | | - | | 436 | | |
| Ray Sigafoos | Travel | | 94 | | - | | 94 | | |
| Sodexo Inc. | Food Supplies | | 1,964 | | 3,036 | | 5,000 | | |
| Steve Walker | Travel | | 250 | | - | | 250 | | |
| The Governance Coach | Consulting | | 4,615 | | - | | 4,615 | | |
| Supplies/Other | Various Vendors | | 1,221 | | - | | 1,221 | | |
| VVTV | Board Meeting Broadcasts | | 1,635 | | 1,500 | | 3,135 | | |
| Yavapai County Elections | Board Elections | | 38,405 | | - | | 38,405 | | |
| YC Printing Services | Printing | | 1,160 | | - | | 1,160 | | |
| - | - | | | | | | | 163,017 | |
| Verde Valley DGB Advisory Committee | | | | | | | | | |
| | | | | | | | | | |
| Osborn Maledon PA | Legal Counsel | | 435 | | - | | 435 | | |
| | | | | | | | | 435 | |
| Remaining Budget - March 31, 2017 | | | | | | | | \$ 6,716 | |

REPORT OF REVENUES AND EXPENDITURES

For the Month Ended March 31, 2017 - 75.0% of the Fiscal Year Complete

Fiscal Year 2016-2017

SUMMARY - ALL FUNDS

| | Year-to-Date Revenues | | | | Year-to-Date Revenues | Budget | Percent of Budget |
|--------------------------------------|--------------------------|------------------------------|---------------------------|-------------------------|--|-----------------------------|---|
| REVENUES: | | | | | | | |
| General Fund | \$ 34,385,843 | | | | \$ 34,385,843 | \$ 43,611,000 | 78.8% |
| Restricted Fund | 11,830,482 | | | | 11,830,482 | 14,275,400 | 82.9% |
| Auxiliary Fund | 3,537,457 | | | | 3,537,457 | 4,300,900 | 82.2% |
| Unexpended Plant Fund | 9,515,570 | | | | 9,515,570 | 11,648,400 | 81.7% |
| Debt Service Fund | 5,172,222 | | | | 5,172,222 | 6,896,000 | 75.0% |
| TOTALS | 64,441,574 | | | | 64,441,574 | 80,731,700 | 79.8% |
| | | Year-to-Date Expenditures | Encumbered Obligations | Labor Encumbrances | Total Expenditures and Non-Labor Encumbrances | Budget | Percent of Actual and Non- Labor Encumbrances to Budget |
| EXPENDITURES (note 1): General Fund | | ¢ 20.045.215 | ¢ | ¢ 4027140 | ¢ 21.001.420 | ¢ 42.611.000 | 72.40/ |
| Restricted Fund | | \$ 30,945,315 11,674,582 | \$ 5,883,264 425,221 | \$ 4,837,140 290,967 | \$ 31,991,439 11,808,836 | \$ 43,611,000 14,275,400 | 73.4% 82.7% |
| Auxiliary Fund | | 3,224,630 | 413,409 | 281,194 | 3,356,845 | 4,300,900 | 78.0% |
| Unexpended Plant Fund | | 5,248,451 | 8,286,009 | 201,194 | 13,534,460 | 11,648,400 | 116.2% |
| Debt Service Fund | | 637,729 | 4,533,321 | | 5,171,050 | 6,896,000 | 75.0% |
| TOTALS | | 51,730,707 | 19,541,224 | 5,409,301 | 65,862,630 | 80,731,700 | 81.6% |
| SURPLUS/(DEFICIT) | | | | | (1,421,056) | - | |

COMMENTS:

Through the ninth month, 81.6% of budget has been committed (excluding labor encumbrances) compared to 79.8% of revenues received.

The budget currently has a deficit of 1,421,056 which is due to the Plant Fund (see page 5 for further details).

REPORT OF REVENUES AND EXPENDITURES

For the Month Ended March 31, 2017 - 75.0% of the Fiscal Year Complete

Fiscal Year 2016-2017

GENERAL FUND

| | Year-to-Date Revenues | _ | Total Revenues | FY 16/17 Budget | Percent of Budget | FY 16/17 Estimate | Budget to Estimate Variance |
|--------------------------------------|--------------------------|----|-------------------|--------------------|----------------------|----------------------|-----------------------------------|
| REVENUES: | | | | | | | |
| Primary Property Taxes | \$ 25,774,128 | \$ | 25,774,128 | \$ 34,538,200 | 74.6% | \$ 34,538,200 | \$ - |
| Primary Property Taxes - Contingency | (112,500) | | (112,500) | (150,000) | 75.0% | (142,500) | 7,500 |
| Tuition and Fees | 9,949,152 | | 9,949,152 | 10,751,000 | 92.5% | 10,751,000 | - |
| Tuition and Fees - Contingency | (412,500) | | (412,500) | (550,000) | 75.0% | (495,400) | 54,600 |
| State Appropriations | 600,150 | | 600,150 | 800,000 | 75.0% | 800,000 | - |
| Other Revenues | 263,106 | | 263,106 | 442,900 | 59.4% | 442,900 | - |
| Interest Income | 31,382 | | 31,382 | 55,000 | 57.1% | 45,000 | (10,000) |
| Fund Balance Applied to Budget | 1,552,500 | | 1,552,500 | 2,070,000 | 75.0% | 2,070,000 | - |
| General Fund Transfer Out | (3,259,575) | | (3,259,575) | (4,346,100) | 75.0% | (4,346,100) | - |
| TOTAL REVENUES | 34,385,843 | | 34,385,843 | 43,611,000 | 78.8% | 43,663,100 | 52,100 |
| | | | | | Percent of | | |

| | Year-to-Date Expenditures | Total Encumbered Obligations | Labor Encumbrances | Total Expenditures and Non-Labor Encumbrances | FY 16/17 Budget | Actual and Non- Labor Encumbrances to Budget | FY 16/17 Budget | Budget to Estimate Variance |
|--------------------------------|------------------------------|------------------------------------|-----------------------|---|--------------------|---|--------------------|-----------------------------------|
| EXPENDITURES (note 1): | | | | | | | | |
| Instruction | \$ 12,899,556 | \$ 1,735,373 | \$ 1,581,760 | \$ 13,053,169 | \$ 17,516,000 | 74.5% | \$ 17,165,695 | \$ (350,300) |
| Academic Support | 3,196,056 | 653,364 | 616,746 | 3,232,674 | 4,745,000 | 68.1% | 4,555,200 | (189,800) |
| Institutional Support | 6,300,574 | 1,773,419 | 1,243,089 | 6,830,904 | 8,775,000 | 77.8% | 8,643,400 | (131,600) |
| Student Services | 3,323,557 | 750,022 | 690,840 | 3,382,739 | 5,021,000 | 67.4% | 4,820,100 | (200,900) |
| Operation/Maintenance of Plant | 4,299,511 | 961,205 | 701,654 | 4,559,062 | 6,270,000 | 72.7% | 6,144,600 | (125,400) |
| Scholarships | 801,233 | 6,830 | - | 808,063 | 878,000 | 92.0% | 878,000 | - |
| Public Service | 124,828 | 3,051 | 3,051 | 124,828 | 156,000 | 80.0% | 152,900 | (3,100) |
| Prop 301 Contingency | - | - | - | - | 250,000 | 0.0% | - | (250,000) |
| TOTAL EXPENDITURES | 30,945,315 | 5,883,264 | 4,837,140 | 31,991,439 | 43,611,000 | 73.4% | 42,359,895 | (1,251,100) |
| SURPLUS/(DEFICIT) | | | | \$ 2,394,404 | \$ - | | | |

COMMENTS:

Third quarter State Aid was received in January 2017.

Tuition and Fees revenues above budget due to spring 2017 tuition payments being recorded. This will even out over the next few months. Scholarships at 92.0% of budget due to spring 2017 financial aid awards being disbursed.

The Budget currently has a surplus of \$2,394,404.

REPORT OF REVENUES AND EXPENDITURES

For the Month Ended March 31, 2017 - 75.0% of the Fiscal Year Complete

Fiscal Year 2016-2017

RESTRICTED FUND

| Year-to-Date Revenues | | _ | Total Revenues | Budget | Percent of Budget |
|--------------------------------------|--------------|----|-------------------|---------------|----------------------|
| REVENUES: | | | | | |
| Federal Grants and Contracts | \$ 9,258,941 | \$ | 9,258,941 | \$ 11,805,000 | 78.4% |
| State Grants and Contracts | 138,171 | | 138,171 | 211,000 | 65.5% |
| Private Gifts, Grants and Contracts | 677,670 | | 677,670 | 783,000 | 86.5% |
| Proposition 301 Funds | 556,854 | | 556,854 | 675,000 | 82.5% |
| State Appropriation - STEM Workforce | 580,800 | | 580,800 | 774,400 | 75.0% |
| Fund Balance Applied to Budget | 27,000 | | 27,000 | 27,000 | 100.0% |
| Reimbursement Due | 591,046 | | 591,046 | N/A | N/A |
| TOTAL REVENUES | 11,830,482 | _ | 11,830,482 | 14,275,400 | 82.9% |
| | | | | | |

| | | | -to-Date nditures | Total cumbered lligations | Enc | Labor umbrances | 1 | Total enditures and Non-Labor cumbrances | | Budget | Percent of Actual and Non- Labor Encumbrances to Budget |
|------------------------|---|------|----------------------|-------------------------------------|-----|--------------------|----|---|----|------------|---|
| EXPENDITURES (note 1): | • | | , | | | | | | | | |
| Instruction | | \$ 2 | ,382,318 | \$ 243,305 | \$ | 115,584 | \$ | 2,510,039 | \$ | 2,814,600 | 89.2% |
| Academic Support | | | - | - | | - | | - | | 2,000 | 0.0% |
| Student Services | | | 880,030 | 165,109 | | 158,576 | | 886,563 | | 1,144,200 | 77.5% |
| Scholarships | | 8 | ,330,937 | - | | - | | 8,330,937 | | 10,202,600 | 81.7% |
| Public Service | | | 81,297 | 16,807 | | 16,807 | | 81,297 | | 112,000 | 72.6% |
| TOTAL EXPENDITURES | | 11 | ,674,582 | 425,221 | | 290,967 | | 11,808,836 | 1 | 14,275,400 | 82.7% |
| SURPLUS/(DEFICIT) | | | | | | | \$ | 21,646 | | | |

COMMENTS:

Restricted Funds expended only to the extent that Grants and Gifts are received.

The Budget currently has a surplus of \$21,646.

Third quarter STEM Workforce appropriation was received in January 2017. Scholarships at 81.7% of budget due to spring semester 2017 financial aid awards being disbursed.

 $\textbf{Note 1:} \ \ \textbf{Expenditures reported on the modified accrual basis of accounting.}$

REPORT OF REVENUES AND EXPENDITURES

For the Month Ended March 31, 2017 - 75.0% of the Fiscal Year Complete

Fiscal Year 2016-2017

AUXILIARY FUND

| | Year-to-Date Revenues | | | | Total Revenues | FY 16/17 Budget | Percent of Budget | FY 16/17 Estimate | Budget to Estimate Variance |
|---|--------------------------|------------------------------|------------------------------------|-----------------------|--|---|---|---|-----------------------------------|
| REVENUES: | | | | | | | | | |
| Auxiliary Enterprises | | | | | | | | | |
| Residence Halls and Summer Conferences | \$ 1,133,660 | | | | \$ 1,133,660 | \$ 1,182,400 | 95.9% | \$ 1,200,000 | \$ 17,600 |
| Bookstore Rental and Commissions | 162,509 | | | | 162,509 | 210,000 | 77.4% | 192,000 | (18,000) |
| Food Services Sales | 22,263 | | | | 22,263 | 33,000 | 67.5% | 32,400 | (600) |
| Vending | 30,634 | | | | 30,634 | 35,000 | 87.5% | 40,000 | 5,000 |
| Edventures | 349,898 | | | | 349,898 | 310,000 | 112.9% | 350,000 | 40,000 |
| Winery - Tasting Room | 67,191 | | | | 67,191 | 75,000 | 89.6% | 78,000 | 3,000 |
| Family Enrichment Center | 407,529 | | | | 407,529 | 582,300 | 70.0% | 582,300 | - |
| Public Services | ,- ,- | | | | ,- ,- | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | |
| Community Events | 387,705 | | | | 387,705 | 479,000 | 80.9% | 450,000 | (29,000) |
| Regional Economic Development Center - Training | 50,545 | | | | 50,545 | 55,000 | 91.9% | 55,000 | - |
| Other Revenues | ,- | | | | ,- | , | | , | |
| Yavapai College Foundation | 254,473 | | | | 254,473 | 410,000 | 62.1% | 385,000 | (25,000) |
| Other | 292,375 | | | | 292,375 | 324,300 | 90.2% | 344,300 | 20,000 |
| Fund Balance Applied to Budget | , - | | | | - | 100,000 | 0.0% | - | - |
| General Fund Transfer In | 679,875 | | | | 679,875 | 906,500 | 75.0% | 906,500 | _ |
| Auxiliary Fund Transfer Out | (301,200) | | | | (301,200) | (401,600) | 75.0% | (401,600) | - |
| TOTAL REVENUES | 3,537,457 | | | | 3,537,457 | 4,300,900 | 82.2% | 4,213,900 | 13,000 |
| | | | | | | | | | |
| EXPENDITURES (note 1): | | Year-to-Date Expenditures | Total Encumbered Obligations | Labor Encumbrances | Total Expenditures and Non-Labor Encumbrances | FY 16/17 Budget | Percent of Actual and Non- Labor Encumbrances to Budget | FY 16/17 Estimate | Budget to Estimate Variance |
| Instruction | | \$ 113,376 | \$ 8,835 | \$ - | \$ 122,211 | \$ 171,900 | 71.1% | \$ 154,900 | \$ (17,000) |
| Student Services | | 463,753 | 100,080 | 85,776 | 478,057 | 616,000 | 77.6% | 616,000 | \$ (17,000) |
| Auxiliary Enterprises | | 1,019,935 | 131,144 | 92,846 | 1,058,233 | 1,528,700 | 69.2% | 1,493,700 | (35,000) |
| Public Service | | 783,125 | 173,350 | 102,572 | 853,903 | 819,000 | 104.3% | 889,000 | 70,000 |
| Facilities & Administrative Allocation Expense | | 783,125 844,441 | 1/3,350 | 102,372 | 853,903 844,441 | 1,065,300 | 79.3% | 1,090,300 | 25,000 |
| | | 044,441 | - | - | 044,441 | 1,065,300 | 79.3% 0.0% | 1,090,300 | |
| Contingency TOTAL EXPENDITURES | | 3,224,630 | 413,409 | 281,194 | 3,356,845 | 4,300,900 | 78.0% | 4,243,900 | (100,000) (57,000) |
| TOTAL EAFEINDITURES | | 3,444,030 | 413,409 | 201,194 | 3,330,645 | 4,300,900 | 76.0% | 4,443,900 | (37,000) |
| SURPLUS/(DEFICIT) | | | | | \$ 180,612 | \$ - | | | |

Page 4

COMMENTS:

Residence Halls and Summer Conferences revenues are above budget due to spring 2017 semester room revenues being recorded. This will even out over the next few months. Edventures sales and related expenditures are ahead of budget due to the September 2016 Italy trip. Note, Edventures expenditures are part of Auxiliary Enterprises.

The Budget currently has a surplus of \$180,612.

Note 1: Expenditures reported on the modified accrual basis of accounting.

Page 21 of 209

REPORT OF REVENUES AND EXPENDITURES

For the Month Ended March 31, 2017 - 75.0% of the Fiscal Year Complete

Fiscal Year 2016-2017

UNEXPENDED PLANT FUND

| | Year-to-Date Revenues | | | | Total Revenues | Budget | Percent of Budget |
|--|----------------------------|---|--|-----------------------|---|---|---|
| REVENUES: Primary Property Taxes Primary Property Taxes - Contingency | \$ 6,485,139 (33,750) | | | | \$ 6,485,139 (33,750 | \$ 8,690,300 (45,000) | 74.6% 75.0% |
| Yavapai College Foundation Donation Investment Income Other | 103,635 32,771 9,675 | | | | 103,635 32,771 9.675 | 50,000 15,000 20.000 | 207.3% 218.5% 48.4% |
| Fund Balance Applied to Budget General Fund Transfer In | 918,100 2,000,000 | | | | 9,673 918,100 2,000,000 | 918,100 2,000,000 | 100.0% 100.0% |
| TOTAL REVENUES | 9,515,570 | | | | 9,515,570 | 11,648,400 | 81.7% |
| | | | | | Total | | Percent of Actual and Non- |
| | | Year-to-Date Expenditures | Encumbered Obligations | Labor Encumbrances | Expenditures and Non-Labor Encumbrances | Budget | Labor Encumbrances to Budget |
| EXPENDITURES (note 1): | | Expenditures | Obligations | Encumbrances | Non-Labor Encumbrances | | Encumbrances to Budget |
| EXPENDITURES (note 1): Preventative Maintenance Unplanned Maintenance | _ | | | | Non-Labor | | Encumbrances |
| Preventative Maintenance Unplanned Maintenance Capital Improvement Projects Equipment | - | \$ 1,191,102 262,167 2,754,890 959,759 | * 1,848,853 40,406 6,068,012 205,249 | Encumbrances | Non-Labor Encumbrances \$ 3,039,955 302,573 8,822,902 1,165,008 | \$ 3,028,000 400,000 5,549,300 2,072,400 | 100.4% 75.6% 159.0% 56.2% |
| Preventative Maintenance Unplanned Maintenance Capital Improvement Projects Equipment Furniture and Fixtures Library Books | | \$ 1,191,102 262,167 2,754,890 | \$ 1,848,853 40,406 6,068,012 | Encumbrances | Non-Labor Encumbrances \$ 3,039,955 302,573 8,822,902 | \$ 3,028,000 400,000 5,549,300 2,072,400 250,000 98,700 | 100.4% 75.6% 159.0% 56.2% 5.9% 32.4% |
| Preventative Maintenance Unplanned Maintenance Capital Improvement Projects Equipment Furniture and Fixtures | | \$ 1,191,102 262,167 2,754,890 959,759 26,014 | \$ 1,848,853 40,406 6,068,012 205,249 96,901 | Encumbrances | Non-Labor Encumbrances \$ 3,039,955 302,573 8,822,902 1,165,008 122,915 | \$ 3,028,000 400,000 5,549,300 2,072,400 250,000 98,700 250,000 | 100.4% 75.6% 159.0% 56.2% 5.9% |

COMMENTS:

The Budget currently has a deficit of \$4,018,890 as a result of several significant Capital Improvement and Preventative Maintenance projects being encumbered for the fiscal year. The Plant Fund is expected to be in a deficit at year-end due to the scope of the Prescott Valley building expansion and Sedona Center remodel projects being increased, as approved by the DGB on September 13, 2016.

REPORT OF REVENUES AND EXPENDITURES

For the Month Ended March 31, 2017 - 75.0% of the Fiscal Year Complete

Fiscal Year 2016-2017

DEBT SERVICE FUND

| | Year-to-I Revenu | | | | | Total Revenues | Budget | Percent of Budget |
|--|---------------------|--------|------------------------------|---------------------------|-----------------------|--|--------------|---|
| REVENUES: | | | | | | | | |
| Secondary Property Taxes | \$ 3,71 | 3,383 | | | | \$ 3,713,383 | \$ 4,974,800 | 74.6% |
| Secondary Property Taxes - Contingency | (2: | 2,500) | | | | (22,500) | (30,000) | 75.0% |
| Investment Income | | 7,439 | | | | 7,439 | 10,000 | 74.4% |
| General Fund Transfer In | 1,07 | 9,700 | | | | 1,079,700 | 1,439,600 | 75.0% |
| Auxiliary Fund Transfer In | 30 | 1,200 | | | | 301,200 | 401,600 | 75.0% |
| Fund Balance Applied to Budget | 9: | 3,000 | | | | 93,000 | 100,000 | 93.0% |
| TOTAL REVENUES | 5,172 | ,222 | | | | 5,172,222 | 6,896,000 | 75.0% |
| EXPENDITURES (note 1): | | | Year-to-Date Expenditures | Encumbered Obligations | Labor Encumbrances | Total Expenditures and Non-Labor Encumbrances | Budget | Percent of Actual and Non- Labor Encumbrances to Budget |
| General Obligation Bonds | | | | | | | | |
| Principal Payments | | | \$ - | \$ 3,221,250 | \$ - | \$ 3,221,250 | \$ 4,295,000 | 75.0% |
| Interest Payments | | | 378,375 | 189,225 | - | 567,600 | 756,800 | 75.0% |
| Pledged Revenue Obligations | | | | | | | | |
| Principal Payments | | | - | 768,750 | - | 768,750 | 1,025,000 | 75.0% |
| Interest Payments | | | 207,278 | 103,672 | - | 310,950 | 414,600 | 75.0% |
| Revenue Bonds | | | | | | | | |
| Principal Payments | | | - | 225,000 | - | 225,000 | 300,000 | 75.0% |
| Interest Payments | | | 50,776 | 25,424 | - | 76,200 | 101,600 | 75.0% |
| Bank Fees | | | 1,300 | | | 1,300 | 3,000 | 43.3% |
| TOTAL EXPENDITURES | | | 637,729 | 4,533,321 | | 5,171,050 | 6,896,000 | 75.0% |
| SURPLUS/(DEFICIT) | | | | | | 1,172 | | |

COMMENTS:

Through the ninth month, 75.0% of budget has been committed (excluding labor encumbrances) compared to 75.0% of revenues received.

Presenter: Ray Sigafoos Start Time: 1:51 PM Item No: 14

Proposed By: Ray Sigafoos **Time Req:** 1

| Policy No. | Description | Ref No |
|------------|---|--------|
| 2.3.1 | The President shall not fail to promptly inform the Board when there are materially significant deviations from the budget. | 560659 |

Description: Receipt of President's Monthly Monitoring Report - Executive Limitation

2.3.1 - Budget Deviation - March 2017 - RECEIPT, DISCUSSION,

AND/OR DECISION

Details: For consideration for approval of the monthly monitoring report for

Executive Limitation 2.3.1 - Budget Deviation - March 2017. The President

shall not fail to promptly inform the Board when there are materially

significant deviations from the budget.

Attachments:

| Title | Created | Filename |
|---------------------------------|--------------|---------------------------------|
| Policy 2 3.1_March in April.pdf | Apr 12, 2017 | Policy 2 3.1_March in April.pdf |

Monitoring Report - Monthly Executive Limitations Policy 2.3.1 - Budget Deviations March 2017

The President shall not fail to promptly inform the Board when there are materially significant deviations from the budget.

President's Interpretation:

The college budget is comprised of various categories (operating, capital, restricted, debt, and auxiliaries.) It is developed based on the information received from enrollment projections, state funding, local property tax projections, and estimated expenses based on Board Ends, Strategic Initiatives, and projected operating costs. The Board approves the budget in May/June for the upcoming year. As all of these projections are realized, the President will notify the Board of any material deviation of 5% or more variance for the individual funds. The college has established controls through Banner (e.g., approvals on requisitions, non-sufficient funds notifications, and fund security) to ensure early notification of any potential deviations. At all times, any budget transfers made between major funds may only be made within legal statutes and will require Board approval.

Supporting Evidence:

Source: Monthly Revenue and Expenditure

Financial Reports

General Fund



For the nine months ended March 31, 2017, the General Fund has a surplus of \$2,394,000. This is primarily the result of tuition and fee revenues for the spring 2017 semester. This will level out over the next few months.

For the fiscal year ended June 30, 2017, General Fund revenues are projected to be above budget by \$52,100 and expenditures are projected to be under budget by \$1,251,100, resulting in a net surplus of \$1,303,200 — a 3.0% positive variance.

Auxiliary Fund



For the fiscal year ended June 30, 2017, the Auxiliary fund is projected to be within budget.

Unexpended Plant Fund



For the nine months ended March 31, 2017, the Unexpended Plant Fund has a large deficit of \$4,018,900 due to a significant amount of Preventative Maintenance and Capital Improvement Projects (CIP) being encumbered for the fiscal year.

For the fiscal year ended June 30, 2017, the Unexpended Plant Fund is projected to have a deficit due to the scope of the Prescott Valley building expansion and Sedona Center remodel projects being increased, as approved by the DGB on September 13, 2016. The deficit is expected to be less than the \$3.7M scope increase.

Restricted Fund



The Restricted Fund, which accounts for federal, state and private monies, includes expenditures that are restricted to the amount of grants or gifts received and which do not exceed the grant award or gift received. Restricted Funds are primarily driven by federal financial aid which will fluctuate depending on the financial needs of our students. As of March 31, 2017, the Restricted Fund has a small surplus and is expected to be below budget for the fiscal year.

Debt Service Fund



The Debt Service Fund accounts for the monies used to pay the interest and principal on **the District's long**-term bonds. College debt is at fixed rates of interest—for the nine months ended March 31, 2017, there were no variances from budget.

President's Conclusion:

I report compliance.

Policy 2.3.1 aligns with Ends Statement No. 1 – Yavapai College exists so communities within Yavapai County have access to and are equipped with the knowledge and skills to create a sustainable economic environment.

Presenter: Ray Sigafoos Start Time: 1:52 PM Item No: 15

Proposed By: Ray Sigafoos **Time Req**: 1

Proposed: 9/27/2016 **Item Type**: Consent Item

| Policy No. | Description | Ref No |
|------------|--|--------|
| 2.3.2 | The President shall not allow the Current Fund Reserves to drop below seventeen percent (17%) or to exceed thirty-four percent (34%) of the Current Fund budget for more than a three-month continuous period without a realistic plan to bring the reserves within this range or specific Board authorization to remain outside the range. The President shall not allow the Plant Fund Reserves to drop below \$1 million without specific Board authorization and a realistic recovery plan. | 694486 |

Description: Receipt of the President's Monthly Monitoring Report: Executive Limitation

2.3.2 - Reserves - March 2017 - RECEIPT, DISCUSSION, AND/OR

DECISION

Details: For consideration for approval of the monthly monitoring report for

Executive Limitation 2.3.2 - Reserves - March 2017. The President shall not allow the Current Fund Reserves to drop seventeen percent (17%) or to exceed thirty-four percent (34%) of the Current Fund budget for more than a three-month continuous period without a realistic plan to bring the reserves within this range or specific Board authorization to remain outside

the range.

The President shall not allow the Plant Fund Reserves to drop below \$1 million without specific Board authorization and a realistic recovery plan.

Attachments:

| Title | Created | Filename |
|---------------------------------|--------------|---------------------------------|
| Policy 2 3.2_March in April.pdf | Apr 12, 2017 | Policy 2 3.2_March in April.pdf |

Monitoring Report - Monthly Executive Limitations Policy 2.3.2 - Reserves March 2017

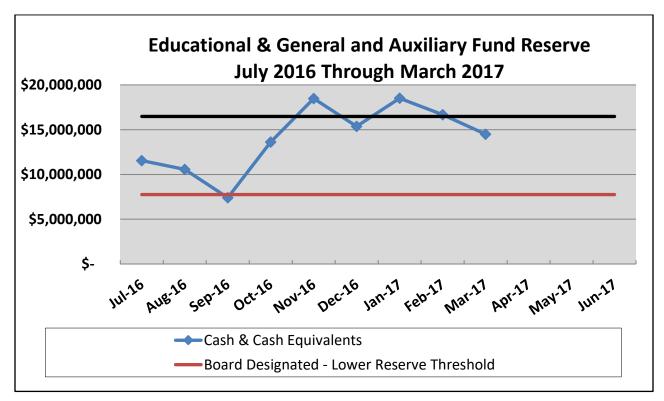
The President shall not allow the Current Fund Reserves to drop below seventeen percent (17%) or to exceed thirty-four percent (34%) of the Current Fund budget for more than a three-month continuous period without a realistic plan to bring the reserves within this range or specific Board authorization to remain outside the range. The President shall not allow the Plant Fund Reserves to drop below \$1 million without specific Board authorization and a realistic recovery plan.

President's Interpretation:

The Current Fund is a combination of the Operating Fund (Education and General) and the Auxiliary Fund. The budgets for these funds also include contingencies reserves to address unforeseen circumstances and seasonal revenues fluctuation. If the administration needs to adjust the Current Fund Reserves for more than a three-month period, either above or below the Board's range/or the Plant Fund Reserves below \$1 million, the college must seek Board approval. In the adjustment request, the administration must include a realistic plan to bring the reserves within the range or specific Board authorization to remain outside the range.

Supporting Evidence:

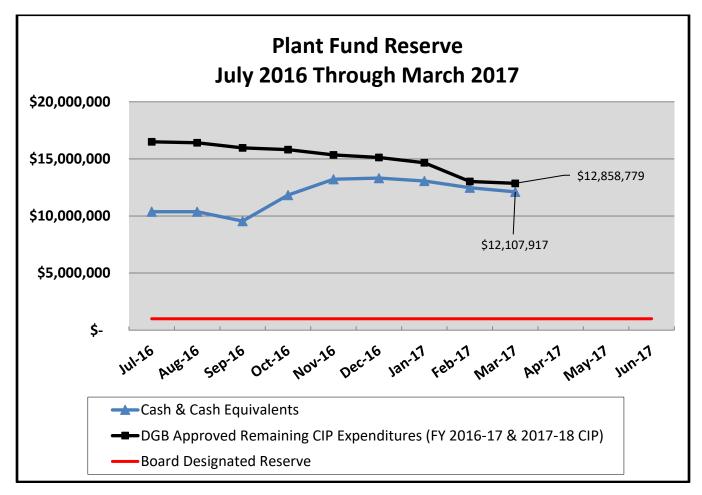




For the period July 1, 2016, through March 31, 2017, Current Fund Reserves have been in compliance with the above executive limitation.

Source: Banner Finance





For the period July 1, 2016, through March 31, 2017, Plant Fund Reserves have exceeded the Governing Board's designated reserve and are very close to the amount of monies needed to cover the next two years of CIP that have been approved by the DGB.

President's Conclusion:

I report compliance.

Executive Limitation 2.3.2 aligns with Ends Statement No. 1 – Yavapai College exists so communities within Yavapai County have access to and are equipped with the knowledge and skills to create a sustainable economic environment.

To that end, maintaining adequate operating reserves provides the necessary cash flow for the District to deliver its programs and increases the District's ability to respond to temporary adverse operating conditions such as an unforeseen decrease in operating revenues.

Presenter: Ray Sigafoos Start Time: 1:53 PM Item No: 16

Proposed By: Ray Sigafoos **Time Req:** 2

Proposed: 3/2/2017 Item Type: Consent Item

| Policy No. | Description | Ref No |
|------------|--|--------|
| 3.4.3.4 | The Board shall use a Consent Agenda to comply with its legal and contractual obligations on matters which it has otherwise delegated to the President and to enable efficient decision making. | 560679 |
| | Therefore, the Consent Agenda will be used to: a) Deal with items which the Board has delegated but is required to review or receive by relevant law or contract; and b) To escalate the processing of Board decisions which the Chair believes the Board may not need further deliberation. | |

Description: For Consideration for Approval of Resolution 2017 - #01 - Capital

Accumulation Account Contribution - RECEIPT, DISCUSSION, AND/OR

DECISION

Details : The Arizona Constitution allows a community college district to accumulate

amounts for the purpose of purchasing land, buildings or improvements or constructing buildings or improvements. By restricting these resources for the above purposes, the expenditures for the purposes stated will qualify as exclusion to the State imposed expenditure limitation calculation in

subsequent fiscal years.

Attachments:

| Title | Created | Filename |
|---|--------------|---|
| Accumulation Resolution _April 2017.pdf | Mar 24, 2017 | Accumulation Resolution _April 2017.pdf |

YAVAPAI COLLEGE DISTRICT GOVERNING BOARD

RESOLUTION 2017-#01

A RESOLUTION OF THE DISTRICT GOVERNING BOARD, YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT, ARIZONA, PROVIDING FOR THE ACCUMULATION OF FUNDS FOR THE PURPOSE OF PURCHASING LAND, BUILDINGS OR IMPROVEMENTS OR CONSTRUCTING BUILDINGS OR IMPROVEMENTS.

The Yavapai County Community College District Governing Board judged that establishing an accumulation account restricted for the purpose of purchasing land, buildings or improvements or constructing buildings or improvements will enhance the educational mission of the District.

WHEREAS, the Arizona Constitution, Article IX, Section 21, allows a Community College District to accumulate amounts for the purpose of purchasing land, buildings or improvements or constructing buildings or improvements.

WHEREAS, the Arizona Constitution, Article IX, Section 21, allows the amounts accumulated for the purpose of purchasing land, buildings or improvements or constructing buildings or improvements to qualify as exclusion to the state-imposed expenditure limitation calculation in future fiscal years.

WHEREAS, the District Governing Board has the authority to establish annual budgets and allocate resources:

NOW, THEREFORE, BE IT RESOLVED by the Yavapai College District Governing Board that a contribution in the amount of \$12,000,000 be deposited into the Capital Accumulation account to fund the five year deferred maintenance and capital improvement plans. The contribution amount is comprised of \$4,500,000 of unspent General Fund monies related to prior fiscal years, \$2,000,000 which was budgeted to be transferred, and \$7,500,000 of Plant fund monies accumulated for the purpose of completing preventative maintenance and Capital Improvement Projects (CIP) as budgeted by the District.

PASSED, APPROVED and ADOPTED by the District Governing Board of the Yavapai County Community College District this 18th day of April, 2017.

| Mr. Ray Sigafoos, Board Chair | |
|----------------------------------|--|
| ATTEST: | |
| Mr. Steve Irwin, Board Secretary | |

Presenter: Ray Sigafoos Start Time: 1:55 PM Item No: 17

Proposed By: Ray Sigafoos Time Req: 2

Proposed: 3/9/2017 **Item Type**: Consent Item

| Policy No. | Description | Ref No |
|------------|--|--------|
| 3.4.3.4 | The Board shall use a Consent Agenda to comply with its legal and contractual obligations on matters which it has otherwise delegated to the President and to enable efficient decision making. | 560679 |
| | Therefore, the Consent Agenda will be used to: a) Deal with items which the Board has delegated but is required to review or receive by relevant law or contract; and b) To escalate the processing of Board decisions which the Chair believes the Board may not need further deliberation. | |

Description : For Consideration for Approval of the Intergovernmental Agreement

Between the Sedona Oak Creek Unified School District and Yavapai College for the Purpose of Investing in the Sedona Performing Arts Center and Providing the College Access - RECEIPT, DISCUSSION AND/OR

DECISION

Details: For consideration for approval of the intergovernmental agreement (IGA)

between the Sedona Oak Creek Unified School District (District) and Yavapai College for the purpose of investing in the Sedona Performing Arts Center (Facility) and providing the College access and opportunity to hold credit, non-credit and community programming and classes in the Facility. The College will upgrade/invest in the Facility per Section 2 of the agreement. The District will allow the College access at no charge to facilities/classrooms for credit, non-credit, and community programming as part of the College's curriculum to include at least one College Performing Arts Center performance. The IGA may be terminated by either party pursuant to Section 6 of the agreement. The IGA will be in effect from the date of final signature by all parties until June 30, 2022.

Attachments:

| Title | Created | Filename |
|--------------------------|--------------|--------------------------|
| Sedona Oak Creek IGA.pdf | Apr 14, 2017 | Sedona Oak Creek IGA.pdf |

INTERGOVERNMENTAL AGREEMENT FOR UPGRADE AND USE OF CLASSROOMS AT THE SEDONA PERFORMING ARTS CENTER

SEDONA OAK CREEK UNIFIED SCHOOL DISTRICT AND YAVAPAI COUNTY COMMUNITY COLLEGE

THIS AGREEMENT, entered into upon date of final signature, by and between the SEDONA OAK CREEK SCHOOL DISTRICT, a municipal corporation of Arizona (hereinafter the "District"), and YAVAPAI COUNTY COMMUNITY COLLEGE, a community college district of the State of Arizona (hereinafter the "College"):

WITNESSETH:

WHEREAS, this IGA would allow for improvements to the Sedona Performing Arts Center ("Facility") and provide access to the College at the Facility for credit and non-credit programming of the College's curriculum; and

WHEREAS, ARS §11-952 authorizes two or more public agencies (including the College and the District) to contract for services or jointly exercise any powers common to the contracting parties, if the agreement meets certain requirements set forth in §11-952; and

WHEREAS, the College and District desire to formalize Facility arrangements by entering into this Intergovernmental Agreement ("IGA"); and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

<u>Section 1</u>. PURPOSE. The purpose of the IGA is to invest in the Facility while providing the College with access and opportunity to hold credit, non-credit and community programming and classes at and in the Sedona Performing Arts Center.

<u>Section 2</u>. OBLIGATIONS OF THE COLLEGE. The College will upgrade/invest in the Facility with installation of the following:

- 48' of portable free standing frame for 2 barres
- 96' of barres for free standing frame
- 50' of wall mounted mirrors
- Le Lena Studio A built up floor w/Alvas Matlay semi-permanent installation

<u>Section 3</u>. OBLIGATIONS OF THE DISTRICT. In exchange for upgrades listed in Section 2 of this IGA, District will allow College access at no charge to facilities/classrooms for credit, non-credit, and community programming as part of the Yavapai Community College

curriculum to include at least one event/College Performing Arts Center performance utilizing the Sedona Performing Arts Center. The District shall be responsible for the maintenance and care of the sprung floor once installed.

<u>Section 4</u>. SCHEDULING. Prior to each semester administration from the College and the District shall meet to determine needs, curriculum, and scheduling. Scheduling may include but is not limited to afternoon, evening, nights and weekends for each semester including summer. In addition, scheduling is not limited to the black box theater and may include other classrooms and spaces for programming including the auditorium and stage facilities.

<u>Section 5</u>. TERM. The term of this Agreement shall be from the date first-above written to June 30, 2022, unless sooner terminated as set forth in Section 5 herein. The Parties may extend the IGA up to five years at any time upon mutual written consents.

Section 6. TERMINATION. This Agreement may be terminated by either party for any reason whatsoever, effective 60 days after receipt of notice. In the event that the agreement is terminated the District must allow the College to complete coursework through the current semester. In addition, if less than 5 years left on the agreement the District agrees to reimburse the College \$750/month of the remaining agreement.

Section 7. INDEMNIFICATION. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'idemnitee') for, from and against any and all claims, losses, liability costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

<u>Section 8</u>. INSURANCE AND LIABILITY. The parties hereto shall maintain such insurance programs (including policies of insurance, participation in risk retention pools, and self-insurance plans) as they individually deem necessary to indemnify against liability resulting from actions taken by their respective employees and officers under this Agreement. In the event of any claim, action, settlement or judgment against any party based upon acts pursuant to this Agreement, that party shall bear sole responsibility for defense and payment of the same.

<u>Section 9</u>. NO PARTNERSHIP; NOT EMPLOYEES. Nothing herein is intended to create a partnership or joint venture between the parties, nor does it create an employment relationship between the personnel of the College and the District, or the personnel of the District and the College.

<u>Section 10</u>. NOTICES. All notices provided in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently delivered or served when presented personally or upon the third (3rd) day after being deposited in the United States mail, postage prepaid, by registered or certified mail, addressed as follows:

College: Yavapai Community College

1100 E. Sheldon Street Prescott, Arizona 86301

Attn: Purchasing & Contracting

District: Sedona Oak Creek Unified School District

<u>Section 11.</u> ASSIGNMENT. This Agreement shall not be assigned by either party hereto.

<u>Section 12</u>. ARBITRATION. In the event of a dispute hereunder, the Parties agree to use arbitration insofar as applicable by Section 12-1518, Arizona Revised Statutes, and rules promulgated thereunder.

<u>Section 13</u>. CONFLICT OF INTEREST. The Parties understand that this Agreement is subject to cancellation pursuant to Section 38-511 of the Arizona Revised Statutes, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is or becomes, at any time while this Agreement or any extension hereof is in effect, an employee or agent of the other party, specifically with respect to the subject matter of this Agreement.

<u>Section 14</u>. GOVERNING LAW. The laws of the State of Arizona shall govern this Agreement, the courts of which state shall have jurisdiction of the subject matter hereof.

<u>Section 15.</u> WAIVER OF JURY TRIAL. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

Section 16. WAIVER OF ATTORNEYS' FEES. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, whether pursuant to the Agreement, to ARS Section 12 341.01 (A) and (B), or to any other state or federal statute, court rule, case law, or common law.

<u>Section 17</u>. FURTHER INSTRUMENTS. Each party hereto shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 18. AMENDMENT AND CONSTRUCTION. This Agreement sets forth the entire understanding of the parties as to the matters set forth herein as of the date of this Agreement and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 19. AUTHORITY. The individual signing below on behalf of each party hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the respective party, and that this Agreement is binding upon the Parties according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first-above written.

SEDONA OAK CREEK UNIFIED SCHOOL DISTRICT, a municipal corporation of Arizona, (District)

Signée Name, Title Superintendent

ATTEST:

Sally adigelitness Name, Title Board Secretary

The foregoing Intergovernmental Agreement has been submitted to me as Attorney for Sedona-Oak Creek Unified School District review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the District under the laws of Arizona.

Attorney Name, District Attorney

4

YAVAPAI COUNTY COMMUNITY COLLEGE, a community college district of the State of Arizona (hereinafter "College");

Mr. Ray Sigafoos, College District Governing Board Chair

ATTEST:

Karen Jones, College Executive Assistant

The foregoing Intergovernmental Agreement has been submitted to me as Attorney for Yavapai County Community College District review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the District under the laws of Arizona.

Attorney Name, College Attorney



<u>Via Email</u>

April 14, 2017

Ben Hufford Hufford, Horstman, Mongini, Parnell & Tucker, P.C. 120 N. Beaver Street Flagstaff, AZ 86001

RE: Waiver of Conflict of Interest

Dear Mr. Hufford,

I hereby acknowledge that the law firm of Hufford Horstman et.al. represents both the Sedona Oak Creek Joint Unified School District and Yavapai College in connection with the intergovernmental agreement for a partnership with the Sedona Performing Arts Center.

Yavapai College hereby waives any conflict of interest that may exist in the law firm of Hufford Horstman by representing both Yavapai College and the Sedona Oak Creek Joint Unified School District with regard to advice pertaining to the IGA.

Sincerely,

Ryan Bouwhuis, Director



Presenter: Ray Sigafoos Start Time: 1:57 PM Item No: 18

Proposed By: Ray Sigafoos **Time Req:** 2

Proposed: 3/27/2017 **Item Type**: Consent Item

| Policy No. | Description | Ref No |
|------------|--|--------|
| 3.4.3.4 | The Board shall use a Consent Agenda to comply with its legal and contractual obligations on matters which it has otherwise delegated to the President and to enable efficient decision making. | 560679 |
| | Therefore, the Consent Agenda will be used to: a) Deal with items which the Board has delegated but is required to review or receive by relevant law or contract; and b) To escalate the processing of Board decisions which the Chair believes the Board may not need further deliberation. | |

Description: For Consideration for Approval of the First Amendment to the

Intergovernmental Agreement (IGA) Between Yavapai College and Humboldt Unified District No. 22 for the Purpose of Providing On-Site Nursing Training - RECEIPT, DISCUSSION AND/OR DECISION

Details: For consideration for approval of the first amendment to the

intergovernmental agreement (IGA) between Yavapai College and Humboldt Unified District No. 22 for the purpose of providing on-site nursing training for one additional year. The original IGA provided for a non-financial agreement whereby Yavapai College students could receive

on-site training by working with a nurse at the school district. The

amendment will extend the IGA until March 19, 2018.

Attachments:

| Title | Created | Filename |
|--|--------------|--|
| 1st Amendment to Nursing Program IGA.pdf | Mar 27, 2017 | 1st Amendment to Nursing Program IGA.pdf |
| Original Nursing Program IGA.pdf | Apr 13, 2017 | Original Nursing Program IGA.pdf |

FIRSTAMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Between

Yavapai County Community College District

And

Humboldt Unified District No.22

This First Amendment to Intergovernmental Agreement (IGA) is entered into by and between Yavapai County Community College District, a community college district of the State of Arizona (hereinafter referred to as "College"), and Humboldt Unified District No. 22 of Yavapai County, a political subdivision of the State of Arizona (hereinafter referred to as "District").

Witnesseth:

Whereas, on March 20, 2012, College and District entered into an IGA to provide a means whereby the College's students may receive on-site training as a nurse at a District location effective March 20, 2012 through March 19, 2017, and;

Whereas, the College and District each desire, as allowed in Section A. "*Term and Termination*" of the IGA, to extend the Agreement for one (1) additional one-year period from March 20, 2017 through March 19, 2018.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY COLLEGE AND DISTRICT THAT SAID IGA IS AMENDED AS FOLLOWS:

- 1. The term of this Agreement shall be extended for one (1) additional one-year period from March 20, 2017 through March 19, 2018.
- 2. Except as expressly amended herein, the terms and conditions set forth in said original IGA shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS FIRST AMENDMENT TO IGA TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

| FOR COLLEGE: | | FOR DISTRICT: |
|--|----------|---|
| | | |
| Mr. Ray Sigafoos | | Mr. Daniel Streeter |
| College District Governing Board Chair | | HUSD Superintendent |
| ATTEST: | | ATTEST: |
| | | Mary Dia |
| Karen Jones | ADDROVED | Mary Diaz |
| College Executive Assistant | APPROVED | Assistant to the Governing Board & Superintendent |

FEB 1 4 2017

NURSING PROGRAM INTERGOVERNMENTAL AGREEEMENT

This Nursing Program Intergovernmental Agreement ("Agreement") is made and entered into this <u>20</u>^{**} day of <u>March</u>, 20/2, by and between Humboldt Unified District No. 22 of Yavapai County, a political subdivision of the State of Arizona ("District"), and Yavapai County Community College District d/b/a Yavapai College, a political subdivision of the State of Arizona ("College").

RECITALS

This Agreement is a non-financial agreement for the purpose of District providing a means whereby College's students may receive on-site training as a nurse.

College offers education in the field of nursing (the "Program").

College desires to offer college students enrolled in the Program ("College Students") onsite training by working with a nurse at a District location.

District hires a nurse to work at District sites ("District Nurse") and desires to provide College Students with on-site training by working with a District Nurse at a District location (the "Practicum").

District is authorized to enter into this Agreement by A.R.S. §15-342(13) and A.R.S. §11-952.

College is authorized to enter in this Agreement by A.R.S. §15-1444(B)(4) and A.R.S. §11-952.

NOW THEREFORE, for the mutual covenants and promises contained herein, the Parties agree as follows:

AGREEMENT

A. Term and Termination

The Parties do not anticipate joint purchase of any property under this Agreement. Upon termination of this Agreement, each Party shall retain the property owned by that Party, and if a Party is in possession of property owned by the other Party, the property shall be returned to the Party owning the property within thirty (30) days of termination. Each Party shall be responsible for the expenses it incurs under this Agreement.

APPROVED

MAR 2 0 2012

Humbolde Unified School Dear Governing Board

B. Obligations of College

College shall:

- 1. provide a Program instructor to work with District to oversee the College Students in the Practicum (the "Liaison");
- 2. require each College Student to be fingerprinted prior to working with District's students and satisfy the criminal history check requirements of A.R.S. §15-512;
- 3. provide the District with a list of goals and objectives to be achieved by College Students in the Practicum. This list of goals and objectives shall be attached to this Agreement as Exhibit A;
- 4. require that each College Student to abide by all District policies and procedures;
- 5. require the Liaison to go through proper District administrative channels to plan for observation of College Students in the Practicum;
 - 6. adequately insure College Students while attending the Practicum;
- 7. provide instruction and training to College Students to ensure that medical and student records are kept confidential and in compliance with the requirements of all federal, state, and local laws including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g and the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- 8. require that no College Student assigned to the Practicum shall be under age 18;
- 9. agree and consent that District's Nurses shall have the sole discretion to select appropriate clinical learning experiences for College Students, consistent with the goals and objectives of the Program;
- 10. provide proof to District of drug screening of each College Student who participates in the Practicum before such College Student works with any District students, and ensure that any who fails a drug screen will not be allowed to participate in the Practicum;
 - 11. require compliance with applicable federal, state, and local laws.
- 12. select students to participate in the Practicum each academic term, and no other students will be registered or allowed to participate during that academic term.

- 13. require that each College Student who participates in the Practicum to have:
 - a. CPR training;
 - b. a negative tuberculosis test prior to participation in the Practicum; and
- c. current (within 6 months) inoculations and other medical tests as required, and immunizations for tuberculosis (PDD/TB), measles (Rubella/Rubeola), chickenpox (Varicella) and hepatitis (HBSAG) or the hepatitis B vaccination; and
- 14. inform each College Student that the College Student is required to provide their own transportation to the District Practicum location, or arrange with College for such transportation. District shall have no responsibility or obligation to provide College's students with transportation to the District's sites. Nothing in this paragraph shall prohibit District and College from agreeing that College or the District will provide transportation for the students to a District site.

C. Obligations of District

District shall:

- 1. select District Nurses to teach the Practicum, and who shall have the sole discretion to select appropriate clinical learning experiences, consistent with the goals and objectives of the Program, for College Students;
- 2. permit College Students to provide care under the direction of the District Nurse to District's students and personnel appropriate to the College student's level of education;
 - 3. retain full responsibility for the care of District students and personnel;
- 4. maintain administrative and professional supervision of College Students insofar as their presence affects the operation of District facilities and/or the direct and indirect care of District's students and personnel;
- 5. provide a copy of the District's calendar of events and any relevant dates to College;
- 6. monitor College Student attendance and maintain records of College Student progress in the Practicum;
- 7. appoint one person as a contact to liaise with College and monitor the Practicum.

- 8. provide College Students an orientation to the District's facilities, policies and procedures;
- 9. provide adequate classroom and/or conference space for College Students assigned to the Practicum;
- 10. provide available audio-visual aids relating to the various educational phases under study by the College Students; and
- 11. notify College if District's Nurse is no longer eligible to provide on-site training due to licensing deficiencies.

D. Licensure and Accreditation

College warrants that it is licensed by the Arizona State Board of Nursing to provide Nursing Training, is approved by the Arizona Department of Health to provide certified caregiver training, and holds a Conditional Vocational License given by the Arizona State Board of Private Postsecondary Education to provide certified caregiver and nursing programs. College hereby warrants that, during the Term of this Agreement, it will maintain the requirements for licensure and accreditation without limitation and without any cost to District, and will abide by all current rules and regulations of the Arizona State Board of Nursing and the Arizona Department of Health.

If any license or accreditation or approval is suspended or revoked during the Term of this Agreement, College shall immediately notify District of such suspension or revocation.

E. Discrimination Prohibited

No person shall be excluded from participation in, denied the benefits of, or subjected to discrimination in any activity arising out of this Agreement on the grounds of race, color, national origin, sex or disability. The lack of English language skills will not be a barrier to admission and participation in any activity arising out of this Agreement.

F. Insurance

College shall have in force at all times during the Term of this Agreement comprehensive liability insurance, including acts, errors, and omissions of College's students, to cover all activities related to performance of this Agreement in an amount no less than One Million dollars (\$1,000,000) per occurrence. College shall name District as an additional insured on the policy. College shall immediately notify District in the event of any loss of the required coverage, and District shall have the option, in its sole discretion, of terminating this Agreement or providing coverage.

College's insurance company, amount of coverage, and effective dates are:

Name of Insurance Company:

Arizona Risk Retention Trust, Inc.

Amount of liability coverage:

\$1,000,000 per occurrence

Policy No.: Effective Date: Expiration Date:

G. Indemnification

To the extent permitted by law, College agrees to indemnify, defend, and hold harmless the District, its boards, commissions, officials, officers, employees, students, agents individually and collectively, from all fines, damages, claims, demands, suits, attorneys' fees or other actions of any kind arising in the performance of this Agreement as a result of the negligent acts or omissions of College or its employees or agents.

To the extent permitted by law, District agrees to indemnify, defend, and hold harmless the College, its boards, commissions, officials, officers, employees, students, agents individually and collectively, from all fines, damages, claims, demands, suits, attorneys' fees or other actions of any kind arising in the performance of this Agreement as a result of the negligent acts or omissions of District or its employees or agents.

Notwithstanding any other provision of this Agreement to the contrary, any agreement by District or College to indemnify, defend, and hold harmless the other Party shall be limited to, and payable only from, the indemnifying Party's available insurance or self-insurance coverage for liability assumed by Agreement, if any, available as a part of its general liability insurance program.

H. Conflicts of Interest

This Agreement is subject to the Provisions of A.R.S. §38-511 regarding conflicts of interest.

I. Severability

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

J. Entire Agreement

This Agreement, and its exhibits as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement. Acceptance by either Party of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for any other performance or any future performance obligations.

K. Assignment

Neither Party may assign any rights, liability, obligations or duties under this Agreement without the prior written consent of the other Party.

L. Default and Force Majeure

In the event either Party fails to perform its obligations under this Agreement or otherwise materially breaches this Agreement, the non-breaching Party may suspend, modify, or terminate this Agreement immediately upon written notice to the other Party. Either Party may terminate this Agreement upon the happening of any event of force majeure which would jeopardize the ability of such Party to perform any of its obligations hereunder.

M. Warranty

Each Party hereby warrants and guarantees that the person signing this Agreement on behalf of the Party is duly authorized to sign this Agreement on that Party's behalf, and is empowered to bind the Party.

N. Compliance with Immigration Laws

As required by Arizona Revises Statutes Section 41-4401 (Government procurement; Everify requirement; definitions) each Party warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's Enverify 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 other Party. Each Party acknowledges that a breach of this warranty by the Party or by any s subcontractors or sub-subcontractors under this Agreement shall be deemed a material breach of this Agreement, and is grounds for penalties, including termination of this Agreement, by the non-breaching Party. Each Party retains the legal right to inspect the papers of any Party, subcontractor and sub-subcontractor employee who performs work under this Agreement, and to conduct random verification of the employment records of the Party and each subcontractor and sub-subcontractor who works on this Agreement, to ensure that the Party and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

O. Iran/Sudan

Pursuant to A.R.S. Section 35-393.06, each Party hereby warrants that it does not have scrutinized business operations in Iran. Pursuant to A.R.S. Section 35-391.06, each Party hereby warrants that it does not have scrutinized business operations in the Sudan.

P. Employees

No provision of this Agreement shall be deemed to constitute either Party as an agent or employee of the other Party. College Students, nurses, employees or agents of either District or College will not, for any purpose, be considered employees or agents of the other Party.

Q. Governing Law

The terms of this Agreement will be construed in accordance with State of Arizona law; any action thereon shall be brought in the appropriate court in the County of Yavapai, State of Arizona.

R. Removal from Practicum

District retains the right to refuse to allow a College Student to participate in the Practicum and to remove any College Student from the Practicum.

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EXHIBIT A

(Insert the goals and objectives for College Students participating in the Practicum as referred to in Section B, Subsection 3.)

YAVAPAI COLLEGE Department of Nursing

NSG 231 SCHOOL NURSE EXPERIENCE

Objectives:

- Differentiate between normal and abnormal child development for the school age child.
- 2. Complete a physical assessment on a school-age child using the basic Physical Assessment form found on Backboard.
- 3. Compare the role of the school nurse with the role of the nurse within an acute healthcare facility.

Guidelines:

This community nursing experience requires you to wear the Yavapai College uniform and school name tag, additionally take all equipment required for a clinical rotation.

YCC students are to report to the school office at least 15 minutes before the designated time. Students should engage in activities at the direction of the school nurse, i.e. assist with hearing and sight screenings, measure heights and weights, sign in and interview children seeking care for minor injuries, and complete a basic physical assessment, etc.

The basic Physical Assessment form is found on your Blackboard course. This four page assessment is to be turned in within two weeks of your visit with the school nurse.

DO NOT CONTACT THE SCHOOLS... You will sign up for a school during your Orientation or Workshops.

Nursing 231 Yavapai College Nursing Department **Pediatric Physical Assessment** Student Name: _____ Date: _____ Patient Initials: _____ Patient Age: ____ Gender: _____ History illnesses (including infectious diseases): Chronic Conditions: Asthma: _____ Diabetes: _____ Seizures: ____ Other: _____ Current Medications and dosage: Erickson's Stage of Development: Ht: _____ Wt: ____ HR: ____ RR: ____ BP: ____ Temp: ____ Allergies: Nutrition Diet: ______ Wt. loss/gain: _____ Condition of teeth, gums and lips: Integumentary Skin Color: _____ Texture: _____ Rashes (location): Bruises/Abrasions (location):

| Neurologic/Head | | | | |
|------------------------------|-------------------------------------|-------------------|-------------|--|
| LOC/State | DC/StateFacial Symmetry: | | | |
| Sensory Deficit Aids: | | | | |
| Reflexes: | | | | |
| Fontanels (Anterior, posteri | or size and appearance, if pre | sent): | | |
| Eyes: | | | | |
| Pupils: | Discharge: | Clarity: | | |
| Strabismus:Ears: | Swelling: | Ptosis: | | |
| Shape: | Symmetry: | Discharge: | | |
| Oxygenation | | | | |
| Respirations (rate, dept | :h, rhythm): | | | |
| Retractions: | Nasal Flaring: | Grunting: | | |
| Breath Sounds: | Cough: | Mucous Membranes: | | |
| Skin/nail beds color: | | | | |
| Cardiovascular | | | | |
| Apical HR: | Rhythm: | Murmur: | | |
| Capillary refill: | refill:Peripheral pluses/locations: | | | |
| | kin Turgor: Edema: | | | |
| Musculoskeletal | | | | |
| ROM: | Symmetry: | | | |
| Activity Tolerance: | :Strength: | | | |
| | | | | |
| GI/GU Abdomen | | | | |

2

| Abdomen appeara | nce:Bowel sounds: | | |
|------------------|--|--|--|
| Last BM: | Urine output:Urine characteristics: | | |
| | | | |
| Immunizations (E | Dates and Dosages) | | |
| DTa/DTP/Td: | | | |
| Polio: | | | |
| HIB: | | | |
| Нер В: | | | |
| Нер А: | | | |
| MMR: | | | |
| Varicella: | | | |
| Pneumococcal: | | | |
| H1 N1: | | | |
| | | | |
| Screening Tests | | | |
| Vision: | | | |
| Safety Conside | rations Based on Developmental Age of this Child | | |
| | | | |

| Problem (What brought the student to the School Nurse): |
|--|
| |
| |
| |
| |
| Nursing Diagnosis (Actual and/or Risk for): |
| |
| |
| |
| |
| Interventions: |
| |
| |
| |
| |
| |
| State Two Examples How Well the Child Responded to the School Nurse's |
| Interventions. |
| |
| |
| |
| |
| |
| Any Other Comments About Your Clinical Experience with the School Nurse: |
| |
| |
| |

By: De Distrect

Its: Description of the property of the prope

IN WITNESS WHEREOF, the parties execute this Agreement:

Pursuant to Arizona Revised Statutes Section 11-952(D), the attorney for the Humboldt Unified District No. 22 the ("District") has this <u>(0)</u> day of <u>May</u>. 20] determined that the foregoing Nursing Program Intergovernmental Agreement is in proper form and is within the powers and authority granted the District under the laws of Arizona.

Attorney for District

Pursuant to Arizona Revised Statutes Section 11-952(D), the attorney for the Yavapai County Community College District the ("College") has this 22 day of 12 determined that the foregoing Nursing Program Intergovernmental Agreement is in proper form and is within the powers and authority granted the College under the laws of Arizona.

Attorney for College

Presenter: Ray Sigafoos Start Time: 1:59 PM Item No: 19

Proposed By: Ray Sigafoos **Time Req:** 2

Proposed: 4/7/2017 **Item Type**: Consent Item

| Policy No. | Description | Ref No |
|------------|--|--------|
| 3.4.3.4 | The Board shall use a Consent Agenda to comply with its legal and contractual obligations on matters which it has otherwise delegated to the President and to enable efficient decision making. | 560679 |
| | Therefore, the Consent Agenda will be used to: a) Deal with items which the Board has delegated but is required to review or receive by relevant law or contract; and b) To escalate the processing of Board decisions which the Chair believes the Board may not need further deliberation. | |

Description : For Consideration for Approval of the Intergovernmental Agreement (IGA)

between Yavapai College and the Superior Court in Yavapai County to provide a Youth Summer Training and Enrichment Program (YouthSTEP) -

RECEIPT, DISCUSSION, AND/OR DECISION

Details: For consideration for approval of the intergovernmental agreement (IGA)

between Yavapai College and the Superior Court in Yavapai County
Juvenile Court Center to provide a Youth Summer Training and

Enrichment Program (YouthSTEP) effective upon execution and shall

terminate on October 15, 2017.

Attachments:

| Title | Created | Filename |
|-------------------|--------------|-------------------|
| YouthSTEP IGA.pdf | Apr 14, 2017 | YouthSTEP IGA.pdf |

AGREEMENT BETWEEN SUPERIOR COURT IN YAVAPAI COUNTY AND YAVAPAI COLLEGE FOR THE OPERATION OF THE YouthSTEP PROGRAM

This is an Agreement ("Agreement") entered into by and between the Superior Court in Yavapai County, Yavapai County Juvenile Court Center ("YCJCC") and the Governing Board of Yavapai County Community College District, doing business as Yavapai College, a community college district of the State of Arizona ("College").

WITNESSETH:

WHEREAS, the presiding judge of the juvenile court in Yavapai County is required pursuant to ARS § 8-322 to submit a plan for expenditure of monies to fund programs to reduce the number of repeat juvenile offenders and to provide services for juveniles who are on probation and

WHEREAS, YCJCC has determined to include in its plan summer youth training and education services provided by the College due to the beneficial effect of these services upon juvenile offenders in Yavapai County and;

WHEREAS the College has the authority to provide youth training pursuant to ARS § 11-1041 and 11-1042;

NOW, THEREFORE, YCJCC and the College hereby agree as follows:

ARTICLE I

<u>DURATION OF AGREEMENT</u>: This Agreement shall become effective upon execution and shall terminate on the 15th day of October, 2017.

ARTICLE II

<u>PURPOSE</u>: The purpose of this Agreement is to set forth the understanding of the parties regarding the terms and conditions under which YCJCC and the College will provide a summer youth training and education program:

Yavapai County, through the Yavapai County Juvenile Court Center, obtained approval from the Administrative Office of the Courts to utilize state funds allocated to the Yavapai County Juvenile Court Center to fund a summer job training program. The program, Youth Summer Training and Enrichment Program, YouthSTEP ("Program"), consists of a summer job readiness and remedial education/life skills program for 18 juvenile offenders. The collaboration of partner agencies includes YCJCC, Northern Arizona Council of Government (NACOG), and the College. Funding for the Program is available, in the amount of \$53,419.00.

The College and YCJCC are authorized by A.R.S. § 11-952 et. seq. to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions

necessary to the public health, safety and welfare, and the proprietary functions of such public agencies.

The College and YCJCC desire to work in cooperation with one another to further the goals of the approved Program. The College is familiar with the educational, administrative and operational requirements, goals and objectives of the Program as set forth and acknowledges and agrees that it can meet and achieve those requirements, goals and objectives by providing the services, personnel and resources set forth in Article III.

ARTICLE III

SCOPE OF SERVICES TO BE PERFORMED BY THE COLLEGE:

- A. Provide office space for Program staff and a location to conduct the classroom and work experience portions of the program;
- B. Provide administrative support as appropriate;
- C. Utilize available resources and support personnel to achieve project goals;
- D. Recruit, hire and train faculty, mentors and coordinators for the program;
- E. Provide co-directors for the program.

ARTICLE IV

<u>FINANCE AND BUDGET:</u> The budget for the Program is split between two fiscal years, FY 2016-2017 and FY 2017-2018. As such, budget allocations and expenditures must be made for each corresponding fiscal year's budget and may not overlap, as outlined below:

A. Fiscal Year 2016-2017 Budget

The College, on or before July 15, 2017, will submit invoices to YCJCC for expenditure reimbursement, with the exception of Contract Services which will be expended directly by YCJCC. All expenditures must be expended by June 30, 2017. These invoices may be submitted on a monthly basis during the budget period. Upon receipt of an expenditure reimbursement request, YCJCC will issue a warrant to the College pursuant to allowable budget categories, as follows:

| Personnel | \$12,800.00 |
|----------------------|-------------|
| ERE | \$1,030.00 |
| Contract Services | \$15,270.00 |
| Operating & Supplies | \$1,850.00 |
| Travel | \$800.00 |
| Total | \$31,750.00 |

B. Fiscal Year 2017-2018 Budget

The College, on or before October 15, 2017, will submit invoices to YCJCC for expenditure reimbursement, with the exception of Contract Services which will be expended directly by YCJCC. All expenditures must be expended by September 30, 2017. These invoices may be submitted on a monthly basis during the budget period. Upon receipt of an expenditure reimbursement request, YCJCC will issue a warrant to the College pursuant to allowable budget categories, as follows:

| Personnel | \$7,500.00 |
|----------------------|-------------|
| ERE | \$605.00 |
| Contract Services | \$12,464.00 |
| Operating & Supplies | \$600.00 |
| Travel | \$500.00 |
| Total | \$21,669.00 |

C. Payment Terms: Upon receipt of an expenditure reimbursement request from the College, YCJCC will remit a warrant to the College.

ARTICLE V

FUND ACCOUNTING:

- A. The College is responsible for expending funds during Fiscal Year 2016-2017 as enumerated in Article IV, A and during Fiscal Year 2017-2018 as enumerated in Article IV, B. Funds distributed to the College shall be handled and accounted for in accordance with the regular operating procedures established by the College. Any interest earned on these monies while in the possession of the College shall accrue to the College and may be used by the College for the Program.
- B. Fiscal Year 2016-2017 funds shall be expended by June 30, 2017 and invoiced to YCJCC by July 15, 2017. Fiscal Year 2017-2018 funds shall be expended by September 30, 2017 and invoiced to YCJCC by October 15, 2017. Funds expended or requested for reimbursement after these time lines will not be reimbursed to the College.
- C. Any operating supplies purchased by the College with funds distributed under this agreement shall be used by the College for the administrative, operational and educational services associated with this IGA. At the end of this agreement term, or any successive agreement term with YCJCC, any remaining and unused operating supplies having more than nominal value shall be returned to the Yavapai County Juvenile Court Center.

ARTICLE VI

EMPLOYMENT STATUS OF STAFF: Except as otherwise provided in law, in the performance of this Agreement and the Program, both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or

associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party.

ARTICLE VII

<u>FINGERPRINTING</u>: The provisions of A.R.S. 41-1758, et seq. are hereby incorporated as provisions of this Agreement.

- A. Personnel who are employed by the College in connection with the Program, whether paid or not, and who are required or allowed to provide services directly to juveniles shall be fingerprinted as a condition of employment. The College shall submit employee fingerprints to the Department of Public Safety or its designated agency before the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision. Personnel under eighteen years of age shall not be prohibited from employment solely because criminal history record information is not available to the department.
- B. Fingerprint checks shall be conducted pursuant to A.R.S. Section 41-1750, 41-1758, et seq.
- C. The College shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel.
- D. Personnel who are employed by the College in connection with the Program, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Public Safety and notarized whether they are awaiting trial on or have ever been convicted of any of the following criminal offenses in this state or similar offenses in another state or jurisdiction:

Sexual abuse of a minor; incest; first or second degree murder; kidnapping; arson; sexual assault; sexual exploitation of a minor; contributing the delinquency of a minor; commercial sexual exploitation of a minor; felony offenses involving distribution of marijuana or dangerous or narcotic drugs; burglary; robbery; a dangerous crime against children as defined in A.R.S. 13-705; child abuse; sexual conduct with a minor; molestation of a child; manslaughter; aggravated assault.

- E. Personnel who are employed by the College in connection with the Program, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Public Safety and notarized whether they have ever committed an act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- F. This Agreement may be canceled or terminated if the fingerprint check or the certified form of any person who is employed by the College in connection with the Program, whether paid or not, and who is required or allowed to provide services directly to juveniles discloses that a person has committed any act of sexual abuse of a child, including sexual exploitation or commercial sexual exploitation, or any act of child abuse or that the person has been convicted of or awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction: Sexual abuse of a

minor; incest; first or second degree murder; sexual assault; sexual exploitation of a minor; commercial sexual exploitation of a minor; a dangerous crime against children as defined in A.R.S. 13-705; child abuse; sexual conduct with a minor; molestation of a child.

The College may avoid cancellation or termination of the Agreement if the person whose fingerprints or certification form shows that he has been convicted or is awaiting trial on the offenses listed in this subsection or has committed any of the acts listed in subsection "D" of this article is immediately prohibited from employment or service with the provider in any capacity requiring or allowing contact with juveniles.

G. The Agreement may be canceled or terminated if the fingerprint check or certified form of any person who is employed by the College in connection with the Program, whether paid or not, and who is required or allowed to provide services directly to juveniles without supervision discloses that the person has been convicted of or is awaiting trial on any of the following criminal offenses in this state or similar offenses in another jurisdiction: Arson; contributing to the delinquency of a minor; felony offenses involving distribution of marijuana or dangerous or narcotic drugs; burglary; robbery; kidnapping; manslaughter; aggravated assault.

The College may avoid cancellation or termination of the Agreement if the person whose fingerprints or certification form shows that he has been convicted of or awaiting trial on an offense or similar offense as listed in this subsection is immediately prohibited from employment or service with the provider in any capacity requiring or allowing the person to provide services directly to juveniles without supervision, or, for providers of substance abuse services for minors, unless the person has been granted an exception for good cause pursuant to the requirements and procedures of A.R.S 41-619.55.

- H. The requirements of subsections A through G of this article do not apply to any personnel who are employed by a provider that has a contract for services to juveniles with licenses or is certified by the Department of Health Services, the Supreme Court or the State Department of Juvenile Corrections and who have been fingerprinted and submitted the required certification form in connection with that employment. Federally recognized Indian tribes or military bases may submit and the Department of Public Safety shall accept certifications that state that no personnel who are employed or who will be employed during the Agreement term have been convicted of, have admitted committing or are awaiting trial on any offense under subsection D of this article.
- I. Adult clients of a provider or licensee who receive treatment services are exempt from the requirements of this section, unless they provide services directly to juveniles without supervision. Volunteers who provide services to juveniles under direct visual supervision of the provider's employees are exempt from the fingerprinting requirements of this section.

ARTICLE VIII

<u>AUDIT OF RECORDS</u>: Pursuant to A.R.S. §§ 35-214 and 35-215, the College shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the appropriate State of Arizona agency or department at reasonable times and with a minimal disruption of the College's educational activities. Upon request from YCJCC, the College shall produce the original of any or all such records within a reasonable amount of time.

ARTICLE IX

<u>TERMINATION:</u> This Agreement may be terminated upon written notice by either party if in its judgment such action is necessary due to: funding availability, statutory changes in the Program, either party's failure to implement or operate the approved Program, or either party's non-compliance with this Agreement. Upon termination of this agreement any remaining and unused operating supplies having more than nominal value shall be returned to the Yavapai County Juvenile Court Center.

ARTICLE X

CONFLICT OF INTEREST: The requirements of A.R.S. § 38-511 apply to this Agreement. The YCJCC may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the YCJCC is, at any time while this Agreement or any extension is in effect, an employee, agent, or consultant of the College with respect to the subject matter of this Agreement.

ARTICLE XI

<u>INDEMNIFICATION</u>: To the extent permitted by law, each party (as "indemnitor") agrees to indemnify, defend, and hold harmless each other party (as "indemnitee") from and against any and all claims, losses, liability costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE XII

<u>INSURANCE</u>: Prior to commencing services under this Agreement, the College must furnish the YCJCC certification from insurer(s) for coverage in the minimum amounts as stated below. The coverage shall be maintained in full force and effect during the term of this Agreement and shall not serve to limit any liabilities or any other College obligations. The *insurance*

requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or the College from liabilities that might arise out of the performance of the work under this Agreement by the College, its agents, representatives, employees or subcontractors, and College and the governmental entity are free to purchase additional insurance. (Note: this applies only to Colleges used by a governmental entity, not to the governmental entity itself.)

- A. MINIMUM SCOPE AND LIMITS OF INSURANCE: College shall provide coverage with limits of liability not less than those stated below.
 - 1. Commercial General Liability Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
 - General Aggregate: \$2,000,000
 - Products Completed Operations Aggregate: \$1,000,000
 - Personal and Advertising Injury: \$1,000,000
 - Blanket Contractual Liability Written and Oral: \$1,000,000
 - Fire Legal Liability: \$50,000
 - Each Occurrence: \$1,000,000
 - a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the College".

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the College with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the College.
- 2. Excess Liability to follow form of the primary Commercial General Liability in the minimum amount of \$3,000,000.
- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity

- shall be additional insureds to the full limits of liability purchased by the College even if those limits of liability are in excess of those required by the Agreement.
- 2. The College's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. The College's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the College shall not be limited to the liability assumed under the indemnification provisions of its Agreement with the other governmental entity(ies) party to the IGA.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name and Address) and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the College from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: College shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

- F. SUBCONTRACTORS: College's certificate(s) shall include all subcontractors as insureds under its policies or the College shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL: Any modification or variation from the insurance requirements in any

Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the College or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the College or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

ARTICLE XIII

<u>COMPLIANCE WITH LAWS:</u> Both parties shall comply with all applicable laws, ordinances, rules, regulations and statutes which may be applicable to this Agreement. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

ARTICLE XIV

<u>SEVERABILITY:</u> Each provision of this Agreement stands alone and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement

ARTICLE XV

<u>MODIFICATIONS</u>: Any modification or amendments shall be by formal written amendment and executed by the parties hereto.

ARTICLE XVI

ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties. This Agreement may not be changed orally. This Agreement may be modified by a subsequent agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension, addendum or discharge is sought.

ARTICLE XVII

NON-AVAILABILITY OF FUNDS: Every payment obligation of the YCJCC under this Agreement is conditioned upon the availability of funds appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by YCJCC or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the YCJCC or any other agency of the State of Arizona in the event this provision is exercised, and neither the YCJCC nor any other agency of the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under

this paragraph. The YCJCC shall not be liable for any purchases or subcontracts entered into by the parties to this IGA in anticipation of funding.

ARTICLE XVIII

NON-DISCRIMINATION: The College and YCJCC shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The College and YCJCC shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans With Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

ARTICLE XIX

<u>ARBITRATION</u>: The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review required by Supreme Court Administrative Policy 4.07, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

ARTICLE XX

<u>INVALIDITY OF PART OF THE AGREEMENT:</u> The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

ARTICLE XXI

<u>NOTICES</u>: All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties at the following addresses:

| Scott Mabery | Ryan Bouwhuis |
|-------------------------------------|--------------------------------------|
| Director of Juvenile Court Services | Director of Purchasing and Contracts |
| Yavapai County Juvenile Court | Yavapai College |
| 1100 Prescott Lakes Parkway | 1100 E. Sheldon St. |
| Prescott, Arizona 86301 | Prescott, Arizona 86301 |

ARTICLE XXII

<u>COMPLIANCE REQUIREMENTS FOR A.R.S.</u> § 41-4401 – IMMIGRATION LAWS AND E-VERIFY REQUIREMENTS:

- 1) The Parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrant compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 2) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Parties may be subject to penalties up to and including termination of the Agreement.
- 3) The Parties retain the legal right to inspect the documents of any employee of the other Party who works on the Agreement to ensure that the other party is complying with the warranty under this paragraph.

ARTICLE XXIII

<u>COMPLIANCE WITH ANTI-BOYCOTT OF ISRAEL REQUIREMENTS</u>: The College warrants it is not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date written below:

| YAVAPAI COUNTY JUVENILE COURT | YAVAPAI COLLEGE |
|---|----------------------------|
| | Jung Sinds |
| Honorable Anna Young | Dr. Penelope H. Wills |
| Yavapai County Presiding Juvenile Judge | President, Yavapai College |
| 9/5/17 Date | 4/12/17 Date |
| | Mr. Ray Sigafoos |
| | Chair, Board of Governors |
| | 7 |
| | Date |

AGREEMENT:

REVIEWED AND APPROVED AS TO FORM

The foregoing Agreement between Yavapai County Superior Court on behalf of the Yavapai County Juvenile Court Center, and Yavapai College has been reviewed pursuant to ARS § 11-952 by the undersigned, who have determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona and Yavapai College.

YAVAPAI COLLEGE

Bensan Hoffald by Eve A Panul 4/1/17

Printed Name

Presenter: Ray Sigafoos Start Time: 2:01 PM Item No: 20

Proposed By: Ray Sigafoos Time Req: 2

Proposed: 4/13/2017 Item Type: Consent Item

| Policy No. | Description | Ref No |
|------------|--|--------|
| 3.4.3.4 | The Board shall use a Consent Agenda to comply with its legal and contractual obligations on matters which it has otherwise delegated to the President and to enable efficient decision making. | 560679 |
| | Therefore, the Consent Agenda will be used to: a) Deal with items which the Board has delegated but is required to review or receive by relevant law or contract; and b) To escalate the processing of Board decisions which the Chair believes the Board may not need further deliberation. | |

Description: For Consideration for Approval of the Second Amendment to the

Intergovernmental Agreement (IGA) Between Yavapai College and Mayer Unified District No. 43 for the Purpose of the Lease of Real Property and Improvements at Mayer High School - RECEIPT, DISCUSSION AND/OR

DECISION

Details: For consideration for approval of the second amendment to the

intergovernmental agreement (IGA) between Yavapai College and Mayer Unified District No. 43 for the purpose of the lease of real property and improvements to the Technology Building located at Mayer High School.

The amendment will extend the IGA until May 31, 2022.

Attachments:

| Title | Created | Filename |
|---------------------------------------|--------------|--|
| Mayer lease 2nd amendment.pdf | Apr 13, 2017 | Mayer lease 2nd amendment.pdf |
| Mayer IGA Org and First Amendment.pdf | Apr 13, 2017 | Mayer IGA Org and First Amendment.pdf |

AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement is entered into by and between Yavapai County Community College District ("YC"), and Mayer Unified School District No. 43 of Yavapai County ("Owner").

Witnesseth:

Whereas, on May 17, 2012, YC and Owner entered into a Lease Agreement for lease of real property and improvements thereon which is commonly known as Technology Building located at Mayer High School, for the period from June 1, 2012 through May 31, 2017, and;

Whereas, on October 19, 2012, YC and Owner executed the First Amendment to Lease Agreement to share bandwidth costs for Internet and communication, and;

Whereas, YC and Owner each desire to extend the Lease Agreement for an additional five (5) year period from June 1, 2017 through May 31, 2022, as allowed under Section 2 "Term" from the original Lease Agreement

NOW, THEREFORE, IT IS MUTUALLY AGREED BY YC AND OWNER THAT SAID AGREEMENT IS AMENDED AS FOLLOWS:

- 1. The term of the Lease Agreement shall be extended for an additional five (5) year period from June 1, 2017 through May 31, 2022. YC will have no payment obligations during this five (5) year extension to Lease Agreement.
- 2. Except as expressly amended herein, the pricing, terms and conditions set forth in said original Lease Agreement and First Amendment to Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS SECOND AMENDMENT TO LEASE AGREEMENT TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

| Mayer Unified School District No. 43 | Yavapai County Community College District | | |
|--------------------------------------|--|--|--|
| By: | By: Mr. Poy Signfons | | |
| Mr. Dean Slaga | Mr. Ray Sigafoos | | |
| Title: Superintendent | Title: District Governing Board Chair | | |
| Date: | Date: | | |
| ATTEST: | ATTEST: | | |
| Anna Puett | Karen Jones, Executive Assistant Office of the | | |

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made effective the 1st day of June, 2012, by and between Yavapai County Community College District, a political subdivision of the State of Arizona, having its principal office at 1100 E. Sheldon Street, Prescott, Arizona 86301 ("YCC"), and the Mayer Unified School District No. 43 of Yavapai County, a political subdivision of the State of Arizona, having its principal office at 12606 E. Main Street, P.O. Box 1059, Mayer, Arizona 86333 ("Owner"). For purposes of this Lease, each of Owner and YCC may be termed a "Party" and collectively may be termed "the Parties".

AGREEMENT

1. Lease and Premises

Owner hereby leases to YCC and YCC hereby leases from Owner, on the terms and subject to the conditions specified in this Lease, the real property and improvements thereon which is commonly known as Technology Building located at Mayer High School in Mayer, in Mayer, Arizona, and which is legally described in Exhibit A, attached and incorporated herein by reference, together with all and whatever improvements which are now existing or hereafter placed thereon (the "Improvements") and any and all appurtenances thereto, all being referred to as the "Premises." Owner represents and warrants that it owns good and marketable title to the Premises, subject to restrictions, agreements, conditions and easements of record, conditions and notes on recorded plats or plans, and rights of any utility company.

2. <u>Term</u>

(A) This Lease shall commence on June 1, 2012 (the "Commencement Date"), and shall terminate on May 30, 2017 (the "Term"), for a total Term of five (5) years, unless sooner terminated as provided elsewhere herein. YCC may request an option to extend the lease for an additional term of five (5) years in accordance with the same terms and conditions of the lease, subject to the approval of the Owner whose approval will not be unreasonably withheld, upon

providing written notice to the Owner at least sixty (60) days before the expiration of the current term.

3. Rent

YCC agrees to pay to Owner, at the location of notice or at such place as Owner may designate in writing from time to time, rent for the Premises in the amount of One Dollars (\$1.00) per year, payable monthly in advance without demand or notice, beginning on the Commencement Date and continuing on the anniversary of the Commencement Date for each year during the Term of this Lease. YCC does for itself, its successors and assigns, covenant and promise to pay rent without further notice and without demand, deduction, counterclaim or set-off of any kind. Any other sums due and payable to Owner under this Lease shall be considered additional rent. As additional consideration to Owner, YCC will invest approximately \$200,000.00 in the Premises, broken out as approximately \$80,000.00 in mutually acceptable permanent improvements and approximately \$120,000.00 in mutually acceptable fixtures and equipment, all of which shall become the property of Owner when the Lease expires.

4. <u>Use of Premises</u>

The Premises may be used by YCC for any lawful purpose reasonably related to YCC's operation of a public institution of higher education. YCC will not use or permit any use of the Premises in violation thereof, and will operate in a clean, safe and sanitary manner. YCC will not use the Premises to operate an elementary school without Owner's prior written approval. YCC shall be responsible to maintain and procure, at YCC's own expense, all licenses, permits or inspection certificates required by any governmental authority respecting YCC's use of the Premises.

5. Taxes and Utilities

(A) Owner will pay all real estate taxes and assessments, if any, assessed, levied, confirmed, or imposed on the Premises during the term of this Lease, personal property, furniture, fixtures and equipment, and all replacements improvements or additions to them.

- (B) YCC will not be obligated to pay local, state or federal net income taxes assessed against Owner; local state or federal capital levy of Owner; or sales, excise, franchise, gift, estate, succession, inheritance, or transfer taxes of Owner.
- (C) YCC shall pay for all utilities serving the Premises, including but not limited to internet and communication, water, gas, electricity, snow and trash removal.
- (D) YCC shall be liable for all business use and occupancy taxes due, if any, based on the occupancy and use of the Premises.

6. Owner Access

YCC shall permit Owner and its agents, upon 24 hours notice, to enter into and upon the Premises at reasonable times during normal business hours for the purpose of inspecting the Premises. For a period of ninety (90) days prior to the termination of this Lease, Owner may: (i) enter upon the Premises during normal business hours to show the Premises to prospective tenants provided that such entry and showing does not interfere with the conduct of YCC's operations and Owner provides notice to YCC not less than twenty-four (24) hours before entry; and (ii) erect signage upon the Premises for the purpose of advertising the availability of the Premises for lease/sale. Owner will have the right to use any means Owner may deem proper to open doors in the Premises and to the Premises in an emergency in order to enter the Premises.

7. <u>Insurance; Self-Insurance; Indemnification</u>

- (A) YCC shall maintain during the term of this Lease adequate insurance or self-insurance, either through the Arizona Risk Retention Trust, or otherwise, to cover liability arising from the acts or omissions of YCC, its agents or employees relating to the performance of this Lease. YCC shall add the Owner as a named insured under the liability insurance coverage policy. YCC shall not be responsible for maintaining insurance coverage for liability arising from the acts or omissions of the Owner's agents or employees.
- (B) The Owner shall maintain during the term of this Lease adequate insurance through the Arizona Risk Retention Trust, or otherwise, to cover liability arising from the acts or

omissions of the Owner's agents or employees relating to the performance of this Lease. The Owner shall not be responsible for maintaining insurance to cover liability arising from the acts or omissions of YCC's agents or employees.

(C) To the fullest extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the acts, omissions, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

8. Fire and Extended Coverage Insurance

- (A) Owner shall throughout the Term of this Lease, at Owner's expense, either through insurance or self-insurance coverage, keep the Premises and all Improvements on the Premises (but excluding equipment, furniture, and trade fixtures on the Premises) insured in an amount equal to the full replacement cost against damages caused by fire, lightning, flood and all other causes of physical loss ("all risk" coverage). Owner shall deliver to YCC copies of insurance certificates evidencing the aforesaid insurance at the time of execution of this Lease.
- (B) YCC shall throughout the term of this Lease, at YCC's expense, either through insurance or self-insurance coverage, keep the equipment, furniture and trade fixtures on the Premises ("FF&E") insured in an amount equal to the actual cash value of the FF&E against damages caused by fire, lightning, flood and all other causes of physical loss.

9. [RESERVED]

10. Damages to Premises

(A) In the event the Premises are damaged or destroyed by fire or any other cause Owner shall, at Owner's expense, repair or restore the Premises, including any improvements and fixtures or equipment constructed or installed by YCC. Owner shall complete such repairs or restorations in accordance with all applicable laws, rules, and regulations within one hundred

twenty (120) days after such damage or destruction, provided however, if the completion of such repairs-or restoration shall be delayed by weather, strikes, inability to procure labor or materials, fire, flood, delays in obtaining permits, insurance proceeds, or other occurrences or conditions beyond Owner's control, the aforesaid time periods shall be extended by the period of such delay.

(B) If any such destruction or damage shall not be of such extent as to render the Premises wholly untenantable for the use contemplated under Paragraph 4 above, then YCC's liability to pay rent shall not cease. If the destruction or damage shall be of such an extent that the Premises are wholly untenantable, then YCC may terminate this Lease on thirty (30) days written notice to Owner with only an obligation to turn the Premises over to the Owner in no worse condition than caused by the damage, including all improvements and fixtures or equipment constructed or installed by YCC.

11. Condemnation

If during the Term of this Lease the Premises or a portion of the Premises shall be taken as a result of the exercise or threat of the power of eminent domain (the "Parcel Taken"), Owner and YCC shall each have the right, at their option: (i) to terminate this Lease; or (ii) amend this Lease by deleting from the description of the Premises the Parcel Taken. As so amended, this Lease and Owner's and YCC's obligations under this Lease, with the exception of the rent obligations specified in this Lease, which rent obligations will abate in proportion to the Parcel Taken, as of the day on which the condemning authority shall take possession, shall continue in full force and effect without change.

Following condemnation, if, in the opinion of YCC, the property is no longer suitable for the operations of YCC, this Lease shall be terminated as of the date on which legal title vests in the condemning authority or the date on which Owner settles pursuant to a contract for the sale for public use or under the threat of condemnation, whichever first occurs, and all rental and other sums payable under this Lease shall be prorated to and shall cease as of such date.

The entire amount of any award for such taking shall belong to Owner, and YCC waives any right it may have to any portion of such award.

12. <u>Maintenance and Repairs; Environmental Matters</u>

- (A) Except as provided in Paragraph 12 (B), YCC, at its expense, shall at all times during the Term of this Lease keep the Premises, Improvements and appurtenances, fixtures, and equipment attached and related thereto, and all additions, replacements and expansions, in good condition and repair, and on termination of this Lease, will surrender all of same in good repair, broom-clean and free of trash, reasonable wear and use excepted. YCC warrants that any new improvements, as may be provided by YCC, shall comply with all applicable federal, state and local building codes and regulations. YCC shall be responsible for minor, routine maintenance and repair of the Premises, including but not limited to clearing of ice and snow from sidewalks and parking lot, sanding and/or salting, replacing broken window glass, janitor and cleaning services, window washing, minor repairs and maintenance to the building interior and exterior, construction and maintenance of the fence, and minor maintenance and repair of landscaping and the ground areas.
- (B) Owner shall be responsible for the repair and replacement of the parking lot, replacement or removal of landscaping features, and the maintenance, repair and replacement of the roof, structural walls and foundation. Owner shall be responsible for major repairs, including but not limited to the replacement of the heating, ventilation and air condition systems, plumbing and electrical systems, painting and repairs to the exterior of the building.
- (C) As regards their respective responsibilities in Paragraph 12 (A) and (B), Owner and YCC shall, respectively, cause the Premises to remain in compliance with all applicable laws, ordinances, governmental permits and regulations (including consent decrees and administrative laws, ordinances, and regulations) relating to public health and safety and protection of the environment, all as amended and modified from time to time (collectively, the "Environmental Laws").
- (D) YCC will not permit to occur any release, spillage, emission, generation, manufacture, storage, treatment, transportation, or disposal of "hazardous material," as that term

is defined in subparagraph (J) of this Paragraph 12, on, in or from the Premises, except for those hazardous materials that are necessary for YCC's operations and then only strictly in accordance with all Environmental Laws. YCC will promptly notify Owner, in writing, if YCC has or acquires notice or knowledge that any hazardous material has been or is threatened to be released, discharged, stored, disposed of or transported in violation of the Environmental Laws. In such event, YCC will immediately notify Owner, and YCC, at its own cost and expense for those hazardous materials that have been brought onto the Premises in the course of YCC's operations, will immediately take such action as is necessary to detain the spread of and remove the hazardous material in accordance with applicable Environmental Laws to the reasonable satisfaction of Owner and as required by appropriate governmental environmental authorities.

- (E) YCC will keep the Premises free of any lien imposed pursuant to any Environmental Laws.
 - (F) [RESERVED]
 - (G) Owner represents and warrants to YCC that:
- (1) Owner has no knowledge and has received no notice of any pollution, health, safety, fire, environmental, sewerage or building code violation, as those terms are defined in any hazardous substance laws as that term is defined in subparagraph (J);
- (2) neither the Premises nor the ground under or about the Premises is contaminated with or contains any hazardous or toxic substance, pollutant, contaminants, or petroleum, including crude oil or any fraction of it, or contains any underground storage tank;
- (3) the Premises are not subject to investigation or currently in administrative or judicial litigation regarding any environmental condition, such as alleged noncompliance or alleged contamination.
- (4) Owner, at its own cost and expense, for those hazardous materials that were on the Premises prior to YCC's occupation of the Premises, will immediately take such action as is necessary to detain the spread of and remove the hazardous material in accordance

with applicable Environmental Laws as required by appropriate governmental environmental authorities.

- (H) If any cleanup, repair, detoxification or other similar action is required by any governmental or quasi-governmental agency as a result of the storage, release or disposal of hazardous materials by Owner, its agents or contractors at any time, or by any prior owner, possessor, or operator of any part of the Premises, and such action requires that YCC's operations be closed or that access be denied for greater than a twenty-four (24) hour period, then the rent will be abated entirely during the period beyond twenty-four (24) hours. If the closure or denial of access persists in excess of thirty (30) days, then, at YCC's election by written notice to Owner given within ten (10) days after the end of the thirty (30) day period, this Lease will end as of the commencement of such closure.
- (I) YCC will have the right to contest by appropriate proceedings diligently conducted in good faith in the name of YCC, or, with the prior consent of Owner, in the name of Owner, or both, without cost or expense to Owner, the validity or application of any law, ordinance, order, rule, regulation or legal requirement of any nature. If compliance with any law, ordinance, order, rule regulation or requirement may legally be delayed pending the prosecution of any proceeding, without incurring any lien, charge or liability of any kind against the Premises or YCC's interest in the Premises, and without subjecting YCC or Owner to any liability, civil or criminal, for failure to so comply, YCC may delay compliance until the final determination of the proceeding. Even if a lien, charge or liability may be incurred by reason of delay, YCC may contest and delay, provided that the contest or delay does not subject Owner to criminal liability. Owner will not be required to join any proceedings referred to in this paragraph unless the provisions of any applicable law, rule, or regulation at the time in effect requires that the proceedings be brought by or in the name of Owner, or both. In that event, Owner will join the proceedings or permit them to be brought in its name if YCC pays all related expenses.
 - (J) For purposes of this Lease, "hazardous material" means:

- (1) "hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9601, et seq., or the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., each as amended to this date and as amended after this date;
- (2) "hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act 42 U.S.C. §6902, et seq., as amended to this date and as amended after this date;
- (3) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended to this date or as amended after this date.
- (K) The provisions of this Lease relating to hazardous material will survive the expiration or termination of this Lease.

13. Alterations

YCC shall not make any alterations, improvements or additions to the Premises without first obtaining the written permission of Owner, which consent shall not be unreasonably withheld. Owner's prior written consent will not be necessary for any alteration, addition or improvement which: (i) costs less than Five Thousand Dollars (\$5,000.00) including labor and materials; (ii) does not change the general character of the Premises or reduce the fair market value of the Premises; and (iii) is in compliance with the laws, ordinances, orders, rules, regulations, certificates of occupancy or other governmental requirements.

14. Signs

YCC shall have the right to erect signs for the purpose of identification and direction evidencing YCC's operations on the Premises. Such signs shall conform to applicable state and/or local restrictions. Installation of signs will be permitted thirty (30) days prior to the

beginning of this Lease, or sooner as permitted by Owner. On termination or expiration of this Lease or vacating of the Premises, YCC, at its own expense, shall remove any and all such signs and other indicia of YCC's operations from the Premises.

15. Liens

- A. If any act or omission of YCC or claim against YCC results in a lien or claim of lien against Owner's title to the Premises, YCC, upon notice thereof, shall promptly remove or release same by payment of bond or otherwise to fully satisfy said lien. If not so released within fifteen (15) days after notice to YCC to do so, Owner may (but need not) pay or discharge any lien without inquiry as to the validity thereof at YCC's expense and YCC shall, within ten (10) days after demand for payment of all costs and expenses incurred by Owner, pay unto Owner the full amount plus interest at the rate of one and one-half percent (1.5%) per month. YCC may contest any lien by first furnishing Owner with a good and sufficient surety bond issued by a reputable surety company.
- B. Owner warrants that during the Term of this Lease, Owner shall not encumber the Premises.

16. Waivers

No waiver by either party to this Lease of any provision or default under this Lease, whether in a single instance or repeatedly, shall be deemed a future waiver of such provision or default.

17. Owner's Representations

Owner represents and warrants that:

- (A) Owner is legally empowered to execute this Lease and that the person signing this Lease on behalf of Owner has all authority to do so; and
- (B) upon the payment by YCC of the rent and other sums due Owner, and upon performance of all the covenants, terms and conditions on YCC's part to be observed and performed, YCC shall peaceably and quietly hold and enjoy the Premises or the tenancy created under this Lease without hindrance or interruption by Owner or any other person or persons

lawfully or equitably claiming by, through or under Owner, subject nevertheless to the terms and conditions of this Lease.

18. Defaults and Remedies

- (A) If YCC defaults in performing any of the covenants or obligations specified in this Lease to be performed by YCC, Owner shall notify YCC of such default in writing. Upon notice of written default, YCC shall have the right to cure any default in making a payment of rent or any other payment required to be made under this Lease by tendering such payment together with any penalty, interest or deposit to the party entitled thereto within fifteen (15) days after such notice.
- (B) If YCC shall default in the performance of any covenant on its part to be performed under this Lease, other than payment of rent or other payment required to be made under this Lease, and shall fail to remedy such default within the time periods set forth in Paragraph 18 (C) of this Lease, after Owner shall have notified YCC of such default, Owner, without being obligated to do so and without thereby waiving such default, may take such action as is commercially reasonable and appropriate to cure such default. Owner's expenditures and costs in connection therewith, together with one and one-half percent (1.5%) per month interest thereon, shall be at YCC's expense and shall be payable as additional rent upon the thirtieth (30th) day of the month next following.
- (C) YCC shall have the right to cure any default other than nonpayment of rent or other payments due under this Lease by doing so within thirty (30) days after such notice, provided, however, that if any such other default cannot reasonably be cured within thirty (30) days, YCC may cure it if YCC commences such cure within thirty (30) days after such notice and thereafter diligently prosecutes such cure to completion and such cure is cured in full on or before the one hundred and twentieth (120th) day after such notice. If YCC fails to cure in a timely manner any default of which it was given written notice, Owner may, by giving further written notice to YCC at any time thereafter during the continuance of such default, either: (i) perform as provided in Paragraph B of this Section 18; or (ii) terminate this Lease; or (iii) re-

enter the Premises by summary legal proceedings or otherwise, expelling YCC and removing all property therefrom and reletting the Premises at the best possible rent obtainable, making reasonable efforts therefor, and receive the rent therefrom; but YCC shall remain liable for the equivalent of the amount of all rent payable under this Lease less the proceeds, if any, of reletting. Any and all deficiencies in payment by YCC shall be paid monthly to Owner on the date provided in this Lease for the payment of rent.

- (D) If Owner defaults in performing any of the covenants or obligations specified in this Lease to be performed by Owner, YCC shall notify Owner of such default in writing. If Owner shall fail to remedy such default within the time periods set forth Paragraph 18 (E) of this Lease, after YCC shall have notified Owner of such default, YCC, without being obligated to do so and without thereby waiving such default, may take such action as is commercially reasonable and appropriate to cure such default. YCC's expenditures and costs in connection therewith, together with one and one-half percent (1.5%) per month interest thereon, shall be at Owner's expense and shall be withheld from subsequent rent payments until such expenditures and costs are accounted for in full.
- (E) YCC shall have the right to cure any default of Owner within thirty (30) days after notice is provided to Owner, provided, however, that if any such default cannot reasonably be cured within thirty (30) days, Owner may cure it if Owner commences such cure within thirty (30) days after such notice and thereafter diligently prosecutes such cure to completion and such cure is cured in full on or before the one hundred and twentieth (120th) day after such notice. If Owner fails to cure in a timely manner any default of which it was given written notice, YCC may, by giving further written notice to Owner at any time thereafter during the continuance of such default: (i) perform as provided in Paragraph D of this Section 18; (ii) terminate this Lease; (iii) seek specific performance of Owner's covenants or obligations; and/or (iv) seek entitlement to any other remedy available at law or in equity.

19. Late Payment

Any payment due under this Lease that is received thirty (30) or more days after the due date, shall be subject to a late charge equal to five percent (5%) of the amount then due.

20. Notices

All notices to be given to the Owner or YCC shall be in writing and delivered personally or by Certified Mail sent to the Party at the address below:

If to YCC:

Clint Ewell, VP for Finance and Administrative Services Yavapai College 1100 E. Sheldon Street Prescott, Arizona 86301

With copies to:

Mangum, Wall, Stoops & Warden, PLLC P. O. Box 10 Flagstaff, AZ 86002-0010

If to Owner:

Mayer USD No. 43 12606 E. Main Street P.O. Box 1059 Mayer, Arizona 86333

| With co | opies to: |
|---------|-----------|
| | |
| | |
| | |
| | |

21. Holding Over

If YCC holds over after the expiration of the Term without the written consent of Owner, then the term of this Lease following expiration shall be construed to be a tenancy from month to month, and shall be on the terms and conditions specified in this Lease. Notwithstanding the foregoing, if the parties are engaged in good faith negotiations of the provisions of a new lease, then Owner shall not consider YCC a holdover tenant. If Owner determines, in its reasonable discretion, that such negotiations are not advancing, then Owner shall notify YCC in writing of such determination and YCC shall become a holdover tenant effective ten (10) days following the receipt of notice by the YCC and therefore subject to eviction.

22. Meaning of Words

The words "Owner" and "YCC" shall mean respectively all parties of Owner or YCC, regardless of number, and the word "he" shall be synonymous with "she," "it" and "they," and the word "his" shall be synonymous with "her," "its" and "their." If the Term of this Lease is extended in the manner provided elsewhere in this Lease, the word "Term" shall thereafter mean the Term of this Lease as so extended.

23. Remedies Cumulative

All remedies of the parties are cumulative.

24. <u>Captions</u>

The captions of this Lease are for convenience only and shall not be construed as defining or modifying any of the provisions of this Lease.

25. Governing Law

This Lease is entered into in the State of Arizona and shall be construed and interpreted in accordance with its laws, which laws shall control in the event of any conflict of law. Venue shall be Yavapai County, Arizona.

26. Binding Effect

This Lease shall be binding upon and inure to the benefit of the parties and their respective officers, employees, shareholders, directors, agents, servants, representatives, parents, subsidiaries, affiliates, successors and assigns.

27. Entire Agreement

This Lease and any Exhibit attached to this Lease shall constitute the entire integrated agreement between the parties with respect to the Premises and shall not be subject to change, modification, amendment or addition without the express written consent of both parties.

28. <u>Legal Fees</u>

In the event that it becomes necessary for either party to retain the services of legal counsel to enforce the terms of this Lease, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys, expert and investigative fees, incurred in enforcing the terms of this Lease.

29. Due Diligence

Each party declares that the terms of this Lease have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel. This Lease is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not contained in this Lease.

30. <u>Conflict of Interest</u>

This Lease is subject to cancellation for conflict of interest under Arizona Revised Statutes Section 38-511.

31. <u>Immigration Law</u>

As mandated by Arizona Revised Statutes § 41-4401, each Party:

(i) warrants the Party's compliance with all federal immigration laws and regulations that relate to the Party's employees and their compliance with Arizona Revised Statutes § 23-214(A);

- (ii) acknowledges that a breach of the warranty in subsection (i) of this section shall be deemed a material breach of this Lease that is subject to penalties up to and including termination of this Lease; and
- (iii) retains the legal right to inspect the papers of any contractor or subcontractor employee who works pursuant to this Lease to ensure compliance with the warranty.

32. Iran/Sudan Interests

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that the Party does not have a scrutinized business operation in either Iran or the Sudan. The Party further certifies that no subcontractors, hired by the Party to carry out the duties of this Lease shall have a scrutinized business operation in either Iran or the Sudan.

33. Books and Accounts

All books, accounts, reports, files and other records relating to this Lease shall be subject at all reasonable times to inspection and audit by YCC or its agents for five (5) years after completion of this Lease. In the event YCC is audited, Owner shall produce such records as are requested by YCC at YCC's address reflected in Section 20 above, or such other location as designated by YCC, upon reasonable notice to the Owner. In the event Owner is audited, YCC shall produce such records as are requested by Owner at the address of Owner reflected in Section 20 above, or such other locations as designated by Owner, upon reasonable notice to YCC.

34. Nondiscrimination

The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

| FOR OWNER: | FOR YCC: |
|--|--|
| Mayer Unified School District No. 43 | Yavapai Community College District |
| By: | By: Dale Sitzner |
| Title: Superintadat | Title: Board Chain |
| Date: My 17, 2012 | Date: May 8, 20/2 |
| ATTEST: OPFICIAL SEAL ANNA M PUETT NOTARY PUBLIC STATE OF ARIZONA YAVAPAI COUNTY | ATTEST: KIMBERLY ANN FLORES Notary Public—Arizona Yavapai County Expires on 08/31/2015 |
| Mv Comm. Expires 06-16-2014 | Limbella ann horr |

EXHIBIT A LEGAL DESCRIPTION

note: agreement was processed

by Dr. Ewell's office.

Procusement was not involved.

Agreement was processed

with no degal description

included.

Hewellen

AMENDMENT TO AGREEMENT

This First Amendment to Agreement is entered into by and between Yavapai County Community College District ("YCC"), and Mayer Unified School District No. 43 of Yavapai County ("Owner").

Witnesseth:

Whereas, on May 17, 2012, YCC and Owner entered into a lease agreement for lease of real property and improvements thereon which is commonly known as Technology Building located at Mayer High School, for the period from June 1, 2012 through May 31, 2017, and;

Whereas, YCC and Owner have agreed on shared bandwidth costs for internet and communication, and;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY YCC AND OWNER THAT SAID AGREEMENT IS AMENDED AS FOLLOWS:

- 1. Paragraph 5, "Taxes and Utilities," page 3, shall be amended to add: "(E) Owner shall invoice and YCC shall pay at the beginning of the first year of the term, \$20,928.00. Owner shall invoice and YCC shall pay at the beginning of the second year of the agreement which begins on July 1, 2013, \$5,232.00. There will be no further obligation on the part of YCC to make payments for this cost during years three through five (3-5) of this agreement. This will grant YCC access to utilize 25% of owner's DS3(high speed point-to-point) connection between the Mayer and Spring Valley locations.
- 2. Except as expressly amended herein, the pricing, terms and conditions set forth in said original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS FIRST AMENDMENT TO AGREEMENT TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

| Mayer Unified School District No. 43 | Yavapai County Community College District | | |
|--------------------------------------|--|--|--|
| By: Don Sley | By: Myllin Spuellen | | |
| Title: Superintendent | Title: Wirefox of Purchasing | | |
| Date: 10/10/2012 | Date: 10/19/12 | | |

Presenter: Ray Sigafoos Start Time: 2:03 PM Item No: 21

Proposed By: Ray Sigafoos **Time Req**: 0

Proposed: 9/27/2016 Item Type: Heading

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: INFORMATION - HEADING (CONTINUED)

Details:

Attachments: No Attachments

Presenter: Ray Sigafoos Start Time: 2:03 PM Item No: 22

Proposed By: Ray Sigafoos **Time Req:** 15

Proposed: 9/27/2016 **Item Type**: Information Item

| Policy No. | Description | Ref No |
|------------|---|--------|
| 2.5 | The President shall not permit the Board to be uninformed, misinformed, or unsupported in its work. | 344945 |

Description : Information from the President to Include: All Arizona Academic Team

Celebration; American Association of Community Colleges (AACC) Annual Convention; Community Outreach; Evening of Recognition; College

Highlights; Facilities Management News; and Other Related Issues -

INFORMATION AND/OR DISCUSSION

Details : Dr. Wills will report on the following topics with discussion from the Board:

- All Arizona Academic Team Celebration

- American Association of Community Colleges (AACC) Annual Convention - April 20-25, 2017 - New Orleans, LA

- Community Outreach February, March, and April Presentations to City and Town Council Meetings
- Evening of Recognition Verde Valley April 11; Prescott, April 17; CTEC April 21
- College Highlights Attached Information Only
- Facilities Management News Attached Information Only
- Other related issues

Attachments:

| 7.11.11.11.11.11.11.11.11.11.11.11.11.11 | | | | | |
|---|--------------|---|--|--|--|
| Title | Created | Filename | | | |
| All AZ Academic 2017.pdf | Mar 31, 2017 | All AZ Academic 2017.pdf | | | |
| April 2017 College Highlights.pdf | Mar 31, 2017 | April 2017 College Highlights.pdf | | | |
| April 2017 Facilities Management News.pdf | Apr 11, 2017 | April 2017 Facilities Management News.pdf | | | |

2017 All Arizona Academic Team

Kendra Chadborn Verde Valley Campus Major: Pre-Law

Transferring To: An Arizona University



2nd Team

Favorite Quote:

"Do to others what you would have them do to you." Matthew 7:12

Cassondra Frederiksen Prescott Campus Major: Education

Transferring To: Northern Arizona University



2nd Team

Favorite Ouote:

"Change will not come if we wait for some other person or some other time. We are the ones we've been waiting for. We are the change that we seek." *Barack Obama*

Jennifer Kelly

Chino Valley Agribusiness & Science Technology Center

Major: Entrepreneurship

Transferring To: Arizona State University



2nd Team

Favorite Quote:

"If you can dream it, you can do it." – Walt Disney

<u>2017 All Arizona</u> Academic Team

Yerania Rodriguez-Ibarra Verde Valley Campus Major: Dental Hygiene

Transferring To: Northern Arizona University



2nd Team

Favorite Quote:

"You don't have to see the whole staircase, just take the first step." – *Martin Luther King, Jr.*

Mishael Umlor Prescott Campus

Major: Environmental Engineering

Transferring To: Northern Arizona University



1st Team

Favorite Quote:

"A river cuts through rock, not because of its power, but because of its persistence – *Jim Watkins*

April 2017 College Highlights

Business, Education and Social Sciences

• Tara O'Neill, Professor of Education, reports that on Friday, February 24th she was Yavapai County Spelling Bee Judge in Camp Verde. Students in grades one through eight from 37 public, private, charter and home schools competed in the event, now in its 71st year. O'Neill noted that spelling bees have taken place for generations in our country. "It's gratifying to keep an age-old tradition that gives gifted spellers a chance to shine. It's also a chance to embrace all our children's academic talents." Winners from the county spelling bees met March 25th at Arizona PBS studios on the Arizona State University campus to compete for the state title and a chance to advance to the National Spelling Bee in Washington, D.C. on June 1st. Further information about the event appeared in local publications viewable at the links below:

http://www.quadcitiesbusinessnews.com/bmo-harris-bank-supports-spelling-bee-throughout-county/

http://www.dcourier.com/news/2017/feb/26/tanner-dodt-wins-third-consecutive-county-spelling/



• Le Anne Lawhead, Professor of Early Childhood Education (ECE) and Program Director, reports that the ECE Department partnered with Buena Vista Children's Services to offer the 22nd annual 'Arizona on the Move' Early Childhood conference on the Clarkdale Campus on Saturday, February 25, 2017. Over 130 participants attended the conference to participate in 32 high quality workshops and session options throughout the day. Additionally, over 100 members in the Verde Valley community attended a key note the evening prior to the conference, facilitated by the Gurian Institute. This presentation offered information about the importance of early brain development and how teachers, parents and caregivers can be aware of building healthy, happy children while paying special attention to current neuroscience research, including learning styles and gender differences.

Professor Lawhead also reports that on March 6 and 7, 2017, the Early Childhood Education Department hosted facilitators from the National Raising A Reader Program (of which Yavapai College is an implementer) for two workshops. Both workshops focused on the topic of adapting books and shared reading experiences for exceptional learners and children with special needs. The evening event was open to the community and free of charge, while the workshop on March 7th was presented to Yavapai College education students. The ECE Department was selected as a partner for this opportunity through Raising a Reader's National office.

- **Dr. Amy Stein,** Professor of History and Humanities, reports that she was appointed to the Higher Learning Commission (HLC) Institutional Actions Council (IAC). This council is the "second" stage of the accreditation process. After peer reviewers evaluate an institution, the IAC evaluates both the evaluation and the original assurance argument from the institution. Dr. Stein has been a peer reviewer for a number of years, and it is a mark of distinction to serve on the IAC.
- Jan McFarland, Adjunct Professor of Psychology, reports that she continues to work with Suicide Prevention, as a Chair for Fundraising/Raffles for the American Foundation for Suicide Prevention, Arizona Chapter. She is also fundraising again with Northern Arizona "We Care" Suicide Prevention.

Computer Technologies and Instructional Support

Dr. Molly Beauchman, District Assessment Director and Mathematics Professor, Dr. Suzanne Waldenberger, General Education Coordinator and Humanities Professor, and Joanne Oellers, SLOA Chair and Biology Professor, attended the Association of American Colleges and Universities (AAC&U) Conference: General Education and Assessment: Design Thinking for Student Learning on February 23-25, 2017 in Phoenix, AZ

During the poster session and reception on the first evening of the conference, Suzanne and Molly presented a poster outlining Yavapai College's General Education Assessment process (see below). All of us had the opportunity to learn about General Education Assessment at the national, state, and local levels. We left the conference feeling positive about what we have been able to accomplish in the area of General Education Outcomes Assessment over the past four years at Yavapai College. The resources and information gathered from the sessions and from networking with

professionals from around the nation will help us continue moving the process forward.

Now That We Have Data...

Poster Session presented by:

- Molly Beauchman, PhD, District Assessment Director and Mathematics Professor
- **Suzanne Waldenberger**, PhD, General Education Coordinator and Humanities Professor



- Yavapai Community College's General Education and Degree Program (Associate and Associate of Applied Science) faculty have worked together to develop and implement an assessment process that provides information about student attainment of ten General Education Core Curricular Outcomes at two data points: in the general education course and again in a course that is required in the degree program. In addition, this process provides data for the state-mandated Arizona State General Education requirements for transfer degrees. This poster will describe the assessment process focusing on rubrics, the disaggregation of data and feedback loops. Participants will have the opportunity to trace the process by which Yavapai College developed the general education assessment cycle and examine various rubrics used to assess general education outcomes in program and general education course, and the data collection process, results and reports.
- QM@YC is excited to announce that the first courses have been submitted by our faculty for Quality Matters Certification!

Quality Matters (QM) is a process by which professors can assess the design of their online or hybrid courses to meet a level of excellence that is rooted in educational research and proven student (and teacher!) success.

QM is a robust assessment of course structure; it focuses on the design of online/hybrid course environments as opposed to assessing instructional

content. Each online class earns its own certification. The QM certification follows the course, not the instructor. In other words, another professor may teach that course if it is QM certified. The course remains QM certified unless the new teacher makes significant changes to the design of the course.

At Yavapai College, QM is the only process named as being part of the improvement efforts YC is conducting. Faculty Senate approved QM as an assessment tool. Most of our full-time and many of our part-time faculty are trained in QM's Standards and apply them to their courses.

- Patti Schlosberg, Curriculum and Articulation Coordinator, and Angie Poland, Instructional Support Specialist, attended the 2017 DegreeWorks Forum in Orlando, Florida from March 17th 19th. The forum provided an opportunity for Patti and Angie to network with colleagues at other schools who use DegreeWorks as their degree audit software. They also attended sessions covering the functional, technical, and general aspects of DegreeWorks to prepare for an upcoming system upgrade, and to learn more about other functionalities within DegreeWorks that will aid in student success.
- Ustadza Ely, Technical Services and Technology Manager for the Library, and James Rider, Library Technology Technician, presented "Rocking the Small Screen: Video & Libraries" at the Computers in Libraries National Conference in Arlington, Virginia on March 30, 2017.

Foundation Studies

- Lori Isbell, English Professor, reports her ENG 102 student, Haley Parson, a
 member of the Yavapai College softball team, is now working as a part-time
 sportswriter for *The Daily Courier*. Her first article appeared on February
 27th: http://www.dcourier.com/news/2017/feb/27/embry-riddle-softball-splits-home-series/
 - Haley is a freshman at Yavapai College, and she excels in both academics and athletics as well as beginning her media career.
- **Jeri Hamilton**, Math Professor, spoke at the induction ceremony for the Mu Alpha Theta math club at Bradshaw Mountain High School on Tuesday, March 7th. She also serves as the faculty advisor of the newly formed Yavapai College Math Club. This group held a successful math movie night and is currently selling Yava pi T-shirts as a fund-raiser.
- At the end of the fall semester, Phi Theta Kappa, in conjunction with facilities and the Preschool A classroom from the FEC, planted a butterfly garden in front of the PAC. This was the culmination of their Honors in Action project on the effects and causes of climate change. The garden was designated as an official monarch waystation by monarchwatch.org.

Career and Technical Education

Dr. Karla Phillips, reports Terri Schuett, YC AAS Agriculture Technology student and owner of Happy Vine Flowers, a floral design business, hosted an event with flower growers from around the country. The guests included Debra Prinzing, Seattle, WA Slow Flowers, Les & Melissa Saltzman, Alaska Legacy Peonies and Board Members of Alaska Peony Growers Association, Morgan Anderson, Ph.D., Scottsdale, AZ, Event Floral Designer and Floriculture Educator, Lindsay Statler, Green Creek Gardens in Dewey, Anne Jensen, MesaTre Soli Heirloom Roses, and Shanti Wade of Whipstone Farm in Paulden. Their shared goal was to connect Arizona flower growers and educators to national supporters, and advocate for AZ grown flowers. The group toured Whipstone Farms in Paulden and the YC Chino Valley gardens and greenhouse. They were all impressed and surprised at the scale and efficiency of the YC Agribusiness Programs. Debra Prinzing highlighted the YC program on her national podcast that afternoon. YC Agriculture students are currently growing flowers, herbs, vegetables, shrubs, vines, and trees for their annual plant sale to be held Saturday May 6, from 8 a.m. to noon.



Sciences, Health and Public Safety

• Dr. Jeb Bevers, Biology Professor, and Dr. Beth Boyd, Geology Professor, along with YC students, Diri Curtis, Ivy Morton, Tom Cornell, and Travis Robinson, hosted the 51st Annual Western Association of Vertebrate Paleontology meetings at Yavapai College on February 17-19, 2017. Attendees arrived from across Arizona, California, Utah, New Mexico, Colorado and Mexico. Participants enjoyed a full day of talks and science poster presentations on Saturday, February 18th. Many paleontologists in attendance were excited to examine YC's Milk Creek fossil collections, and were treated to a field site visit on Sunday, February 19th.



YAVADAI COLLEGE FACILITIES MANAGEMENT NEWS

April 2017

Greetings from Facilities!

The April issue of this newsletter contains the latest information related to Facilities Management programs and projects, along with general information concerning the campus master plan and subsequent capital improvements. If you have questions about any of the items listed, please e-mail me at david.laurence@yc.edu. The newsletter will also be posted on the Facilities web site.

College Wide Campus Master Plan Phase 1b

Prescott Campus Open Space

Construction of the new amphitheater located between Buildings 3 and 4, is scheduled to begin in July and conclude in August.



Allied Health/EMS/JTED Health Occupation Programs

Site utility rough in is complete for the new addition and central plant. Footings are complete as masonry walls and elevator shaft are constructed. HVAC components are on site and work will begin this month in preparation for the new electrical service.

The Prescott Valley Center still is a very busy and congested site until August of 2017, so please use caution and obey all construction-warning signs.

On the Prescott campus, the EMS garage is under construction.

The updated construction schedule is as follows:

- 1. Construct EMS Garage for Ambulance Parking at Prescott March through April 2017
- 2. Prescott Valley Center Parking Expansion December 2016 through June 2017
- 3. Prescott Valley Center Addition January 2017 through July/August 2017
- 4. Prescott Valley Center Addition Floor 2 Completion December 2017
- 5. Building 2 Interior Remodel May through August 2017
- 6. Prescott Valley Center Existing Space Remodel May through August 2017
- 7. Move JTED from Centre Pointe to Prescott Valley July/August 2017
- 8. Move Allied Health to Prescott Valley Center July/August 2017
- 9. Move EMS from Prescott Valley Center to Building 2 July/August 2017

The goal of the construction and design team is to ensure that class and lab space is ready for students at the start of the fall 2017 semester.



Masonry Exterior Wall Construction First Floor of Addition



Interior of View of First Floor



Central Plant Stem Wall Construction



EMS Garage

Buildings 1 and 15 Renovation

Construction documents are nearing completion in preparation for a May 15 start date. Schedule details are being finalize to coordinate construction activities with the PAC and Building 1. Facilities will begin moving items from Buildings 1 and 15 to storage to accommodate construction May 5. Minor remodeling of Building 3 is complete to support faculty offices moving from Building 15.

The tentative schedule for the renovation of both buildings is as follows:

Building 1 Rooms 200, 203, 204, 205 and 206 Building 15 Floor One Building 15 Floor Two May 15 – August 15, 2017 May 15 – August 15, 2017 August 15 – January 15, 2018

McCarthy Building Companies

SmithGroup/JJR

Project Manager: David Laurence

Logistics/Moving: Chris Larson

Sedona Center Renovation

Adminstrative offices have received new flooring and paint. Installing ceiling grid, fire sprinklers throughout culinary and pastry kitchems. All kitchen equipment has arrived in Phoenix and will be deployed April 17 – May 1. Structural and architectural beams are set and window being framed over the café space. Framing is underway in classrooms 28 and 29 along with rough in of mechanical and lighting. The walk-in coolers and freezers supporting culinary are installed. Saw cutting is complete for new shade structure columns and HVAC units will be set on the roof by crane on April 17. Project substantial completion is scheduled for July 1.



Installing Sprinklers in Pastry Kitchen



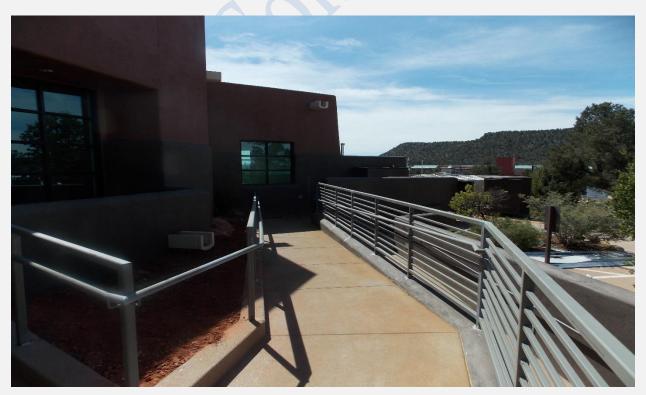
Cooking Stations Vent Hoods Installed in Culinary



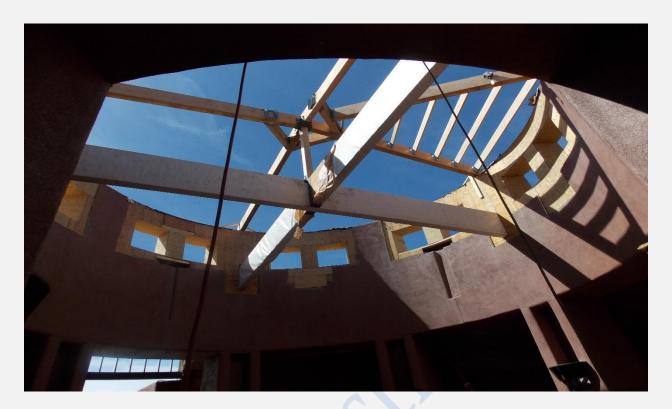
New Walk-in Freezer and Refrigerators



Bridge Construction for New Front Entrance



New Ramp for Freezer, Refrigerator and Food Storage Access



New Window Framing over Café

SPS+

McCarthy Building Companies

Project Manager: David Laurence

Logistics/Moving: Chris Larson

If you would like more information about the campus master plan or implementation schedule, please go to http://masterplan.yc.edu/. This site is updated on a regular basis as new information concerning project progress becomes available.

CONSTRUCTION PROJECTS

Prescott Trail Improvements

The exercise stations are installed and ready for use. The College has collaborated with CrossFit, Inc. to make significant improvements to the YC Trail. CrossFit, Inc. has provided 15 exercise stations.



Starting Point at Roughrider Park



Trail Map Adjacent to Starting Point



One of Fifteen Different Exercise Stations Located Along YC Trail

Project Manager: Mike Kervin

PREVENTIVE MAINTENANCE PROJECTS

As part of the budget, preventive maintenance projects are scheduled each year to ensure that College facilities are maintained at a level to support optimum performance in building systems, infrastructure, life safety, roadways and parking, along with College grounds. These projects are the result of a recent Facilities Condition Assessment (FCA) which identifies when repairs, modifications or replacement of components should occur. Some of the major FCA projects remaining for this fiscal year include:

Verde Valley Campus Parking Lot Fogging – May 6,7 and 8, 2017

Future FCA Projects:

Building 15 Roof - TBD/FY18

Building 3 Breezeway Decking Leaks - TBD/FY18

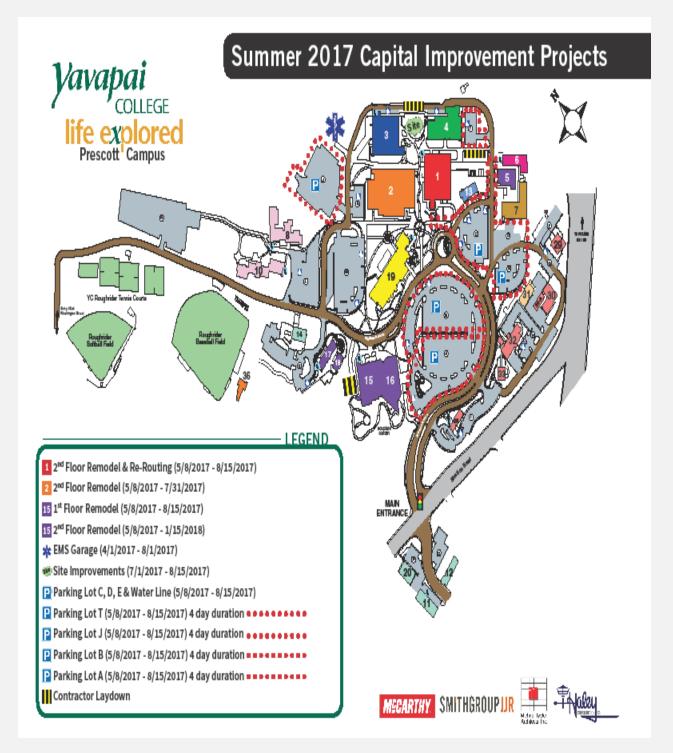
Building 4 Breezeway Decking Leaks - TBD/FY18

Phase 1 Ball Field Drainage - TBD/FYFY18

Phase 2 Prescott Waterline Replacement - TBD/ FY18

Phase 1 CTEC Parking Lot Drainage and Expansion – TBD/FY18

For more information, please see the Prescott site map below for a list of summer preventive maintenance and capital improvement projects



Summer Schedule at the Prescott Campus



Risk and Emergency Management

Bright yellow, green and fluorescent orange are on display all over the Yavapai College District lately. Whether you are at the Prescott campus, Prescott Valley or Sedona you are likely to encounter these eye-catching colors.



Signs of spring blooms? Maybe, but more likely they are warning signs of construction hazards. As the Facilities newsletter describes, exciting projects are underway seemingly, everywhere you look these days. This will continue in the coming months as our sites grow and evolve.

Nevertheless, these colors are more than just attention grabbing. They are there for your safety and the safety of those working on these



projects.

Here are some tips to navigate the hazards, avoid delays and stay safe:

- 1. **Slow Down** The campus speed limit is **15 mph** (if conditions permit).
- No Shortcuts Barriers are in place for a reason. Please respect all barriers and do not trespass
 or attempt to "shortcut" across any construction zones.
 Please do not cut through parking lots. Follow traffic patterns

and sidewalks.

- 3. **Watch for Pedestrians** People may be walking in areas not normally used to avoid hazards.
- 4. Look for Signs Obey signs and always be prepared to stop.
- 5. **Consider Alternate Routes** If there is another way to get where you are going, consider using it.
- 6. **Be Alert.** Walk defensively and be ready for unexpected events. Do not count on other path users or drivers to always be paying attention.



- 7. **Do not Text, Cross Look,** and listen for approaching traffic by removing your headphones and looking up from your phone. In short, pay attention to your surroundings.
- Do not Assume Never rely on others to see you, stop, move out of the way or alert you to a hazard. Safety is your responsibility!



9. **Use Signed Crossings** – Only use signed crossings and, as Mom always said, look both ways.

Do not let the temporary inconvenience of construction become a permanent tragedy.



FACILITIES MANAGEMENT NEW TEAM MEMBERS

No new Facilities team members this month but we are looking to fill the vacated HVAC Technician III position at the Prescott Campus.

Well that's all for this edition of Yavapai College Facilities Management News. Please stay tuned for the next edition containing the latest information related to projects and programs around the college.

Presenter: Ray Sigafoos Start Time: 2:18 PM Item No: 23

Proposed By: Ray Sigafoos **Time Req:** 20

Proposed: 9/27/2016 **Item Type**: Information Item

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: Update from Instruction and Student Development to Include: Faculty

Senate; Small Business Administration (SBA) Excellence Award; and Other Related Information - INFORMATION AND/OR DISCUSSION

Details : Dr. Ron Liss, Vice President for Instruction and Student Development will

present an update on the following:

- Faculty Senate - Dr. Selina Bliss, Faculty Senate President

- Small Business Administration (SBA) Excellence Award for State of

Arizona - Kurt Haskell

- Adjunct Advisor Newsletter - Attached - Information Only

Attachments:

| Title | Created | Filename |
|---------------------------------|--------------|---------------------------------|
| FacultySurvey 4 3.pdf | Apr 03, 2017 | FacultySurvey 4 3.pdf |
| SBA Excellence Award.pdf | Apr 13, 2017 | SBA Excellence Award.pdf |
| AA Vol 5 Issue 9 April 2017.pdf | Apr 13, 2017 | AA Vol 5 Issue 9 April 2017.pdf |

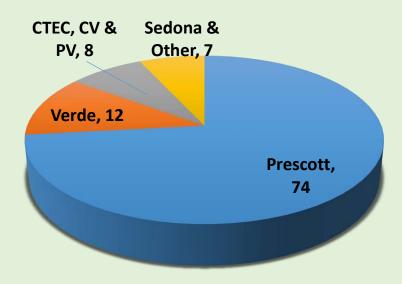


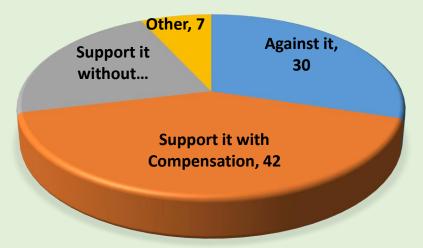
Findings of the Faculty Survey on the Academic Calendar

Faculty Survey – Academic Calenda

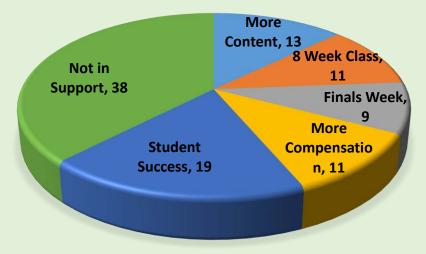
102 Total Responses





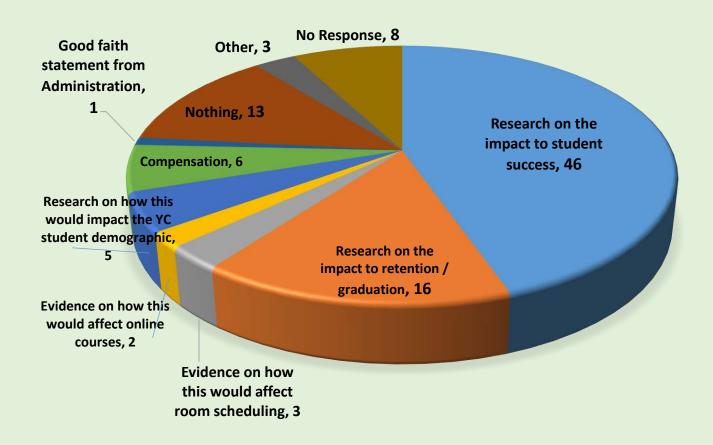


When asked to chose one option, significantly more faculty support the new calendar with compensation than without it, $x^2(3) = 25.61$, p<.05.

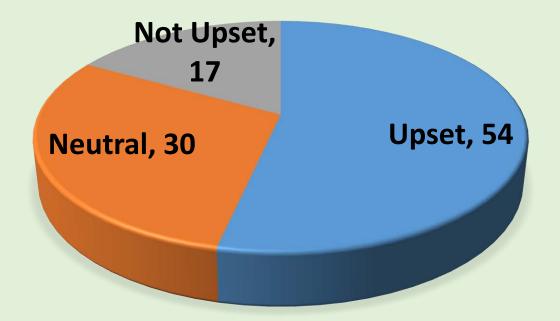


Of those "in support", when asked to state their top priority as to "why", there was no significant difference among the reasons given, $x^2(4) = 4.70$, p > .05.

Question: What would you like to see (if anything), BEFORE moving to a 16-week calendar? Top Priority reported

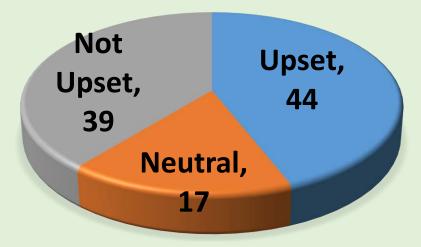


Question: How did you react to the news that the College plans to make the change to a 16-week calendar in the Fall 2018 term (including 16 extra faculty work days) without any current plan for adequate remuneration? Responses grouped by reaction.

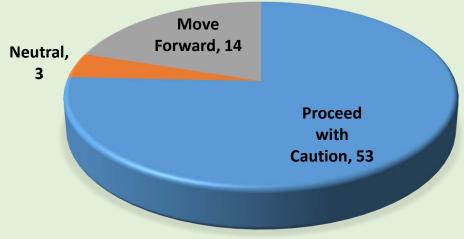


Significantly more faculty were upset by the news of the 16 week calendar than not upset, $x^2(2) = 20.93$, p < .05.

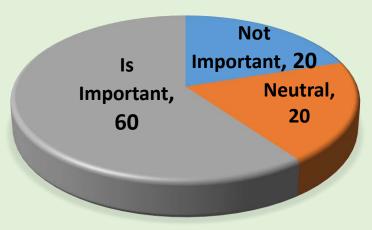
When asked to rate their feelings on a Likert scale, there was no significant difference between those that were generally upset and those generally not upset, $x^2(1) = 0.30$, p > .05.



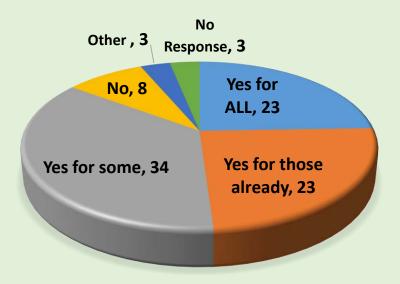
When asked to judge their position on a Likert scale, significantly more faculty feel we should proceed with caution rather than moving forward, $x^2(2) = 22.82$, p<.05.



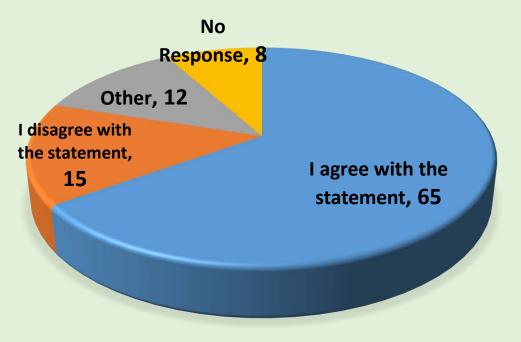
Significantly more faculty feel student feedback is important before moving forward, $x^2(2) = 32.00$, p<.05.



When asked if we should offer 8 week courses, significantly more faculty feel 8 week sessions should be offered if a 16 week is adopted, $x^2(4) = 47.22$, p < .05.



On January 11th, 2017, the Yavapai College Faculty Association is on the record that we are primarily against moving to a 16-week calendar due to the lack of information provided by the administration stipulating the benefits of and data/reasons for making this change now. Since not all faculty members were present to vote, please select one of the options below.



Significantly more faculty agree with the FA's vote of no support for the 16 week calendar, $x^2(3) = 86.32$, p<.05.



Comments

Faculty Survey - Academic Calendar

BUSINESS AT THE STREET OF THE

U. S. SMALL BUSINESS ADMINISTRATION

ARIZONA DISTRICT OFFICE 2828 N. CENTRAL AVE, SUITE 800 PHOENIX, AZ 85004-1093

602-745-7200 • 602-745-7210 (FAX) •

March 22, 2017

Donald Kurt Haskell Yavapai College Small Business Development Center 1100 E Sheldon Street, Building 29 Prescott, AZ 86301

Dear Kurt,

It is my pleasure to advise you that you have been named the 2017 Small Business Development Center of Excellence award recipient for the State of Arizona.

Congratulations. Your hard work, great ideas and dedication have made you a success in your business and the U.S. Small Business Administration (SBA) is pleased to be able to recognize you with this award.

Small Business Week is an important national event and the many nomination packages received by this office were well prepared and all of the candidates are deserving of recognition.

The award will be presented during the Arizona Small Business Association's (ASBA) 24th Annual Enterprise Business Awards Luncheon which will be held on May 18, 2016 at the Arizona Biltmore Hotel, 2400 East Missouri Avenue in Phoenix. Registration for the luncheon commences at 11:15 with lunch served at 11:45am. Information is available from the Arizona Small Business Association at 602-306-4000. If I can provide additional information on the award presentation please do not hesitate to contact me at 602-745-7222.

Again, congratulations on receiving this prestigious award.

Sincerely,

District Director

CC: Arizona Small Business Association



April 2017 Volume V I Issue 9



The Adjunct Advisor A Newsletter for Adjuncts

In this Issue

| April Happenings | 1 |
|--|---|
| Evening of Recognition | 1 |
| Student Exhibition-Prescott Campus | 1 |
| From our Registrar | 1 |
| I Wandered Lonely as a Cloud | 2 |
| Celebrate National Poetry Month | 2 |
| Verde Valley Job Fair | 2 |
| Yoga Benefits for Students & Teachers | 2 |
| National Sexual Assault Awareness | 2 |
| Verde Valley Student Leadership Survey | 3 |
| Learning Center Cram Jam Extended Hours | 3 |
| National Library Week | 3 |
| Money Matters - Financial Aid Updates | 4 |
| Student Exhibition - Verde Valley Campus | 4 |
| | |



April Happenings

- April 5 Yavapai College & Cottonwood Chamber of Commerce—Verde Valley Fairgrounds
 9:00 am until 1:00 pm
- April 5 Nat'l. Sexual Awareness Event –Prescott PAC 5:30 to 7:30
- April 7 First Friday Offerings
 See YC Training Website/ First Friday
- April 9 Poulenc's Gloria PAC 3:00
- **April 9-15** National Library Week—Visit your Library and view various displays
- **April 11** –Evening of Recognition—Verde Valley 5:30 pm—Bring your Class!
- **April I I** Student Exhibition ~ Prescott Campus
- April 12 Nat'l. Sexual Awareness Event Verde Valley - M 137 5:30 to 7:00
- **April 17**—Evening of Recognition—Prescott 5:30 pm
- **April 17** Fall Registration Open 7:00 am for degree-seeking/continuing students
- April 24 Fall Registration open 7:00 am for all students
- **April 30** YC Choral Concert ~ Of Heaven and Earth: Combined Choirs 3:00



EVENING OF RECOGNITION

The Evening of Recognition is an annual event honoring the achievements of outstanding YC students nominated by Faculty and Staff for academic excellence. Awards are also presented to the All USA Academic Team, Outstanding Student Service, President's Out-

standing Alumni, Vice President's Award for Academic Excellence and the President's Award for Excellence. Please encourage your students to attend this important event.

| Day/Date | Campus | Time |
|--------------------|--|---------|
| Tuesday, April I I | Verde Valley M-137 | 5:30 pm |
| Monday, April 17 | Prescott—PAC | 5:30 pm |
| Friday, April 21 | CTEC Go to Prescott Building 19 Community Room | 6:00 pm |

Student Exhibition ~ Prescott Campus

April 11 through May 6, 2017 Opening Reception: Friday, April 28, 2017 5:00 to 7:30 pm

The Emerging Artist Exhibition is free and open to the public. It features a variety of outstanding art- work created by students in the numerous artistic disciplines. This is a amazing opportunity that showcases the spark of creativity and innovation to visually stimulate and encourage thought-provoking conversation! If you are spurred by novelty, inspired by creativity and/or delighted by color you will not want to miss this superb exhibition.

The event is open in conjunction with the 4th Friday Art Walk in Prescott and also open for the Friday, April 28th Art Walk.



From our Registrar...Sheila Jarrell

Dear Fabulous Faculty,

It's April and our thoughts turn to Registration...the 2017-2018 Class Schedule were made available to view on April 1.

Summer 2017 Registration begins:

Monday, April 3, 2017—7:00 am for continuing, degree-seeking students Monday, April 10, 2017 —7:00 am Open Registration—All Students

Fall 2017 Registration begins:

Monday, April 17, 2017—7:00 am for continuing, degree-seeking students Monday, April 24, 2017 —7:00 am Open Registration—All Students

If you have any questions or concerns, feel free to contact me. I am happy to help you in person!

Sheila Jarrell, M.Ed., Registrar sheila.jarrell@yc.edu

928.776.2107 Prescott Campus I-III

The Adjunct Advisor

Published for Yavapai College Adjunct Faculty 1100 E. Sheldon Street-Prescott, AZ 86301 Elsie Gibbs Freeman, Editor Phone: 928-634-6562(Verde)

I Wandered Lonely as a Cloud by William Wordsworth

I wandered lonely as a cloud That floats on high o'er vales and hills. When all at once I saw a crowd, A host, of golden daffodils; Beside the lake, beneath the trees, Fluttering and dancing in the breeze.

Continuous as the stars that shine And twinkle on the milky way. They stretched in never-ending line Along the margin of a bay: Ten thousand saw I at a glance, Tossing their heads in sprightly dance.

The waves beside them danced; but they Out-did the sparkling waves in glee: A poet could not but be gay, In such a jocund company: I gazed—and gazed—but little thought What wealth the show to me had brought:

For oft, when on my couch I lie In vacant or in pensive mood, They flash upon that inward eye Which is the bliss of solitude; And then my heart with pleasure fills, And dances with the daffodils.

April is National Poetry Month



Ways to **CELEBRATE** National Poetry Month

- ♦ Learn about poets in your state
- ♦ Memorize a poem every week
- Chalk a favorite poem on the sidewalk
- ♦ Create an anthology of your favorite poems
- ♦ Write a poem and read it aloud to family/friends
- ♦ Start a poetry reading group
- ♦ Read/study different poetic forms
- ♦ Subscribe to American Poets magazine
- ♦ Write a sonnet and sell it to Hallmark cards
- ♦ Order a free National Poetry Month poster
- ♦ Attend a poetry reading at a local coffee house
- ♦ Read a new poem every day
- ♦ Read the first chapter of Muriel Rukeyer's book The Life of Poetry.

(source: https://poets.org)

Yavapai College & Cottonwood Chamber of Commerce Job Fair

Wednesday, April 5 from 9:00 am to 1 pm Verde Valley Fairgrounds, Cottonwood

Learn the latest information about careers:



- Find out & apply for part-time, full-time & temporary jobs
- Learn the latest information about careers.
- Meet with reps from business, healthcare, non-profit and military organizations

PROFESSIONAL ATTIRE IS STRONGLY RECOMMENDED

For information, contact katherine.anderson@yc.edu; 928-776-2008.

The Job Fair is coordinated by the Yavapai College Regional Economic Development Center, the Cottonwood Chamber of Commerce, and Arizona@work.

Benefits of Yoga for Students and Teachers

Some practitioners of Yoga ardently believe that college and Yoga have a few things in common. Think about that for a moment...college is designed to provide students with tools in order to connect with people in a meaningful and productive manner. "The purpose in yoga, known as dharma, provides tools to make an impact with the world." (https://www.mindbodygreen.com) Regardless of whether or not you agree with this statement, Yoga has been around for more than 5,000 years and there is growing evidence that people who regularly practice yoga reap these benefits:

- ♦ Alleviate Stress
- Improved Body Image
- ♦ Reduced Conflict
- ♦ Improved Concentration
- Improved Desk Posture
- Improved Workouts

Here are some articles which you might want to checkout:

http://www.active.com/fitness/Articles/Common-Yoga-Terms-Defined http://www.active.com/fitness/articles/8-types-of-yoga-explained



April is National Sexual Assault Awareness & Prevention Month



In 2009, President Obama proclaimed April as National Sexual Assault Awareness and Prevention Month. The Yavapai County Coordinated Community Response Team (YCCCRT) has invited everyone to attend the 3rd annual "No More" Sexual Assault Awareness event on Wednesday, April 5 at the Yavapai College Performing Arts Center (Prescott) from 5:30 pm until 7:30 pm and on Wednesday, April 12 at the Yavapai College, Verde Valley Campus from 5:30 pm to 7:00 pm in Room M-137.

ATTENTION ALL FACULTY...

The **Student Leadership Council** requests your **help** with a **survey** they are conducting to ascertain levels of satisfaction and evaluate the needs of the students who attend classes on the Verde Valley campus. This survey is trying to reach online learners as well as those attending classes on campus. Council members would greatly appreciate faculty members posting the survey monkey link on their Canvas shell, and advising their students that Yavapai College students have a voice. A robust response to the survey ensures an accurate depiction of those areas in need of improvement on the Verde Valley campus and ultimately contributes to student success and fulfillment at YC. Council members would like a minimum of 250 responses by April 17. Thank you for supporting this important project. Here is the link to the survey presented by the Yavapai College Verde Valley Student Leadership Council.

https://www.surveymonkey.com/r/P2LP8P

Learning Centers Announce Extended Hours* for Cram Jam

The YC Learning Centers contribute greatly to student success by conducting group review sessions, providing ways to reduce stress, offering healthy snacks, and getting students into the right mind-frame to function at peak performance. Here is the schedule for the Cram Jam week.

| Prescott Campus | | Verde Valley Ca | | alley Campus |
|------------------|----------------------|------------------------------------|------------------|---------------------|
| Dates | Time | SLOW KEEP BE TAKE POSITIVE TT EASY | Dates | Time |
| April 24 thru 27 | 8:00 am to 10:00* pm | UNPLUG ENJOY HAVE BREATHE | April 24 thru 27 | 8:00 am to 7:00* pm |
| April 29 | 9:30 am to 5:00 pm | 4 50 | April 28 | 9:30 am to 5:00 pm |
| May I thru 3 | 8:00 am to 10:00* pm | RELAX OUTSIDE () MEDITATE | May I thru 4 | 8:00 am to 5:00 pm |
| May 4 | 8:00 am to 8:00 pm | | May 5 | "Graduation" |
| May 5 | 9:30 am to 5:00 pm | | | |

Check the Learning Center website for more details; content review and time will vary.



"Books don't crash, don't get viruses and they don't need screen savers."

YC Libraries...

The Yavapai College Library joins libraries in schools, campuses and communities nation-wide in celebrating the dynamic changes happening in today's libraries. April 9-15 is National Library Week, a time to highlight the changing role of libraries, librarians and library workers.

Our libraries offer access to a variety of print and digital resources, including databases, e-books that can be accessed in person or online. According to the American Library Association, "Libraries level the playing field for people of any age who are seeking the information and access to technologies that will improve their quality of life."

The Yavapai College **Prescott Campus** Library is celebrating National Library Week with a beautiful display and tasty treats. The Yavapai College **Verde Campus** Library is also celebrating National Library Week with a display of historical & unique libraries from around the world and yummy refreshments.

The PSLA offers the following suggestions for celebrating National Library Week:

- Oreate a Library Journal of favorite types of books read and share with friends
- Read a timeless classic to your children...stop at the most interesting part and encourage them to check the book out of the library and complete the story.
- Share an interesting picture from a story book and ask others to create a story based on the picture share story on Facebook.
- Ohrow How many words/names can you create from "National Library Week."



Money Matters — Financial Aid April Update

Spring has sprung at the Answer Center and Financial Aid! We have already posted financial aid for summer for those students who are eligible.

If students are asking whether or not they have anything available send them our way!

The YC Foundation Scholarship deadline is **June 1**! Please encourage your students to fill out the application located in their financial aid portal. We have one application for all of our scholarships!

We are already awarding for the 2017-2018 year, so please encourage your students to apply for financial aid at www.fafsa.ed.gov. If students have questions regarding their financial aid we are happy to help! They can come see our Answer Center staff at the Prescott, Prescott Valley, CTEC, and Verde Valley Campuses. Students can also email us at answercenter@yc.edu or call at 928.776.2152.

Diana Dowling, Associate Dean of Student Development



Verde Valley Art Gallery

April 17 - May 4, 2017 Opening Reception April 20, 2017



All art is functional. By mastering the tools of visual literacy, the artist engages the audience in a dialog and thus the work functions as a means of expressing and exchanging thoughts and ideas. The Student Art Exhibi-

tion illustrates the accomplishments of Verde Campus art students in this time-honored form of communication and expression.

The Student Art Exhibition features work from a variety of disciplines taught in Yavapai College's Verde Art Department, including painting, drawing, ceramics, jewelry, and two-dimensional media.

YC MUSIC DEPARTMENT

April Musical Happenings Across the District:

| Sunday, April 9 | Poulenc's Gloria Yavapai College Master Chorale and Women's Chorale will join together in a combined concert. | 3 pm | PAC | \$ 15.00 |
|----------------------|---|------|-----------|--------------|
| Wednesday, April 19 | The Bolshoi Ballet: A Hero of Our Time The Bolshoi Principals, Soloists and Corps de Ballet Satellite Broadcast Cast: | • | | \$ 15.00 |
| Friday, April 21 and | Catherine Russell | 7 pm | Camp Verd | e \$ 35.00 |
| Saturday, April 22 | | 7 pm | PAC | |
| Sunday, April 23 | Phoenix Symphony: Schubert Symphony No. 9 | 3 pm | PAC | Contact them |
| Monday, April 24 | YC Music Department: A Jazz Jumble YC Roughrider and Trailblazer big bands | 7 pm | PAC | \$ 8.00 |
| Sunday, April 30 | YC Music Department: Of Heaven and Earth | 3 pm | PAC | \$ 8.00 |
| | YC Women's Chorale & Community Chorale | 3 pm | PAC | \$ 8.00 |



Presenter: Ray Sigafoos Start Time: 2:38 PM Item No: 24

Proposed By: Ray Sigafoos **Time Req**: 0

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: MONITORING REPORTS - HEADING

Details:

Attachments: No Attachments

Presenter: Ray Sigafoos Start Time: 2:38 PM Item No: 25

Proposed By: Ray Sigafoos **Time Req:** 5

| Policy No. | Description | Ref No |
|------------|--|--------|
| 2.1.1 | The President shall not cause or allow personnel policies and procedures that are illegal, unethical, or not in conformance with college policies or best practices. | 344128 |

Description: Receipt of President's Monitoring Report - Executive Limitation 2.1.1 -

Treatment of Employees - MONITORING, DISCUSSION, AND/OR

DECISION

Details: 2.1.1 Treatment of Employees

The President shall not cause or allow personnel policies and procedures that are illegal, unethical, or not in conformance with college policies or best practices.

MOTION OPTIONS:

1. If Board intends to accept Monitoring Report:

We have read the President's Monitoring Report regarding Policy 2.1.1, we believe that the interpretation of the policy provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we accept the Monitoring Report for Policy 2.1.1.

2. If Board intends to not accept Monitoring Report:

- If for Unreasonable Interpretation:

We have read the President's monitoring report regarding Policy 2.1.1 and we believe that the interpretation of the policy provided is not reasonable. Therefore, I move that we not accept the Monitoring Report for Policy 2.1.1. I move that the President provide the Board with a new Monitoring Report for Policy 2.1.1 [at the X board meeting] [within X amount months] that includes a new interpretation.

- If for Insufficient Evidence:

We have read the President's monitoring report regarding Policy 2.1.1 and we believe that the interpretation of the policy provided is reasonable, but we do not believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we not accept the Monitoring Report for Policy 2.1.1. I move that the President provide the Board with a new Monitoring Report for Policy 2.1.1 [at the X board meeting] [within X amount months] that provides sufficient evidence to support the conclusion of compliance.

Attachments:

| Title | Created | Filename |
|--|--------------|---|
| Report Policy 2 1 1 Treatment of Employees.pdf | Apr 11, 2017 | Report Policy 2 1 1 Treatment of Employees.pdf |
| 2.1.1 Compilation.pdf | Apr 13, 2017 | 2.1.1 Compilation.pdf |

Monitoring Report Executive Limitations 2.1.1 - Treatment of Employees April 2017

Executive Limitations Policy 2.1.1 - Treatment of Employees

The President shall not cause or allow personnel policies and procedures that are illegal, unethical, or not in conformance with College policies or best practices.

President's Interpretation:

All College employees (both paid and volunteers) are valued members of our community. As such, the College has developed personnel policies to ensure employees and volunteers behave ethically and within the bounds of the law while at the College. The goal of these policies is to create an open, participative, and productive work environment. These policies are reviewed periodically by the College community in light of best practices.

The critical corollary to creating such a productive work environment is employee training throughout the organization. Faculty and staff must be given opportunities to further their professional development as they are expected to keep current in their respective fields. The College must also provide continued management training and development for all levels of the administration.

Finally, the College has an established a formal grievance process to voice concerns about mistreatment from fellow employees.

Supporting Evidence:

Related to Strategic Plan

The College implemented a five-year Strategic Plan in the Fall of 2015 which supports the **District Governing Board's End**s Statements as we strive to improve academic excellence, economic development, and cultural enrichment at a justifiable cost. **The President's** interpretation and supporting evidence of Executive Limitation 2.1.1 is directly sustained by the Strategic Initiative "Organizational Development" which promotes internal communication and collaboration within and among College employees, departments, and campuses. In addition, it supports a commitment to enhance professional development opportunities for faculty and staff.

Policies

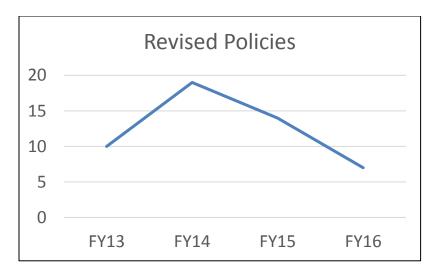
The College provides a policy manual that is accessible to all employees and external constituents through the College website. The policy manual includes the following:

- Section 1 District Governing Board
- Section 2 Human Resources (Personnel)
- Section 3 Academic Systems
- Section 4 Student
- Section 5 Administrative Services
- Section 6 General Operations

http://www.yc.edu/v5content/policies/default.htm

Policy Review

Policies are reviewed periodically both internally and through legal counsel. The College uses a policy review process that includes a Policy Review Council (PRC) made up of District-wide representation, including Faculty. The policy review process was put into place in June of 2008 (updated in December 2010) and is described on the College website: http://www.yc.edu/v5content/policies/guidelines.htm



Employee Training and Development

The College offers several opportunities for employee development:

A. Online Orientation

The College provides an online resource for new hires and current employees. New hires are required to complete the training within 30 days of being hired, and current employees are invited to review the training. The training includes, but is not limited to the following:

- An overview of the College's Governing Board, leadership, structure, departmental functions, and Mission.
- Links to all College policies
- Directives and links to required trainings
 - o Safety
 - o Harassment Prevention
 - o IT Security
 - o Ethics
- District/Campus Resources http://www.yc.edu/v5content/human-resources/new-employee.htm

B. In-Person Orientation

In addition to our online Orientation, the College created an In-Person Orientation in FY15. The current format consists of a half-day training offered once per semester, and varies in attendance based on the number of new hires as well as availability of new employees on the scheduled dates.

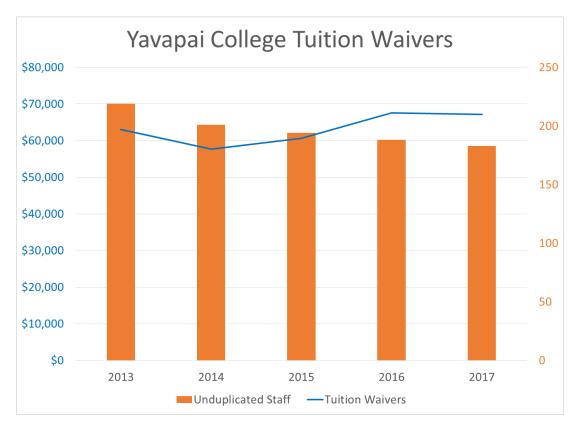
The in-person orientation is coordinated through Human Resources and is presented by members of the Executive Leadership Team (ELT) and members of **the President's** Leadership Team (PLT). The training includes the following:

- Welcome by Dr. Wills (President)
- Working in Higher Education by Dr. Liss (VP Instruction/Student Dev)
- An overview of Yavapai College by Dr. Ewell (VP Finance/Admin)
- Being successful in my job by Monica Belknap (HR Director)
- I.T. security training by Patrick Burns (CIO)
- Campus safety training by Peter Oppenheim (Risk Manager) and Sergeant Ty Payne
- The benefits of being a YC Employee by Kirsten Fanning (HR Manager)
- Student Success by Tania Sheldahl (Assoc. VP Student Development
- YCSA (Staff Association) Overview by James Elphick (YCSA President)
- Faculty Senate Overview by Selina Bliss (Faculty Senate President)



C. Tuition Waivers

Employees may take a certain number of YC classes each semester for no charge. The following chart demonstrates the value of the classwork as well as the number of participants.



D. First Friday Training

On the first Friday of most months, multiple classes are offered by employees to fellow employees.

In FY16, 256 employees attended First Friday classes. The classes consisted of 490 total training hours with topics such as Excel, Word, Keyboard Commando, Risk Threat Assessment, the Fair Labor Standards Act Changes, *The Happiness Advantage*, and *All Things Telephone*. In addition, there were several professional development classes presented by **Mountain States Employers' Council on** the topics of Employment Law and Workplace Legal Issues; the 5 Dysfunctions of a Team; Leadership: Why Would Anyone Follow You; and Developing Trust in the Workplace.

E. Campus Answers

In 2016, the College offered online training courses developed by Campus Answers, a nationally recognized organization providing on-line training resources to colleges and universities on the subjects Ethics, Harassment and Title IX. To date, 99% of all full-time employees have completed this online training.

F. Other Training and Development Opportunities

Faculty and staff have access to a variety of other training opportunities.

- Convocation is held prior to the Fall semester start date to assemble all faculty and staff. The College alternates between having a YC faculty speaker and a national speaker to stimulate thought and conversation in regard to Student Success. This past fall, Dr. Ron Liss, Vice President of Instruction and Student Development, was keynote speaker at Convocation. Dr. Liss shared information about student success to inspire faculty and staff in their roles at YC.
- Workshops are conducted at various times throughout the year, such as Guided Pathway training which followed Convocation in September 2016. Scott Farnsworth, Associate Vice President for Student Success, and Tania Sheldahl, Associate Vice President for Student Development, facilitated a half-day workshop for faculty and staff to begin planning the implementation of Guided Academic Pathways in order to support students in completing their degree or certification.
- Professional Growth Committee is a faculty-led committee to allocate funds to faculty applicants who wish to attend conferences, take classes, or pursue other developmental opportunities.
- Great Ideas for Teaching is another source of funds for faculty to study new ideas to improve teaching and learning.
- Sabbaticals offer faculty extended time to perform research, pursue a degree, or enhance their professional skills and knowledge. YC supports up to five faculty sabbaticals per year, and the FY17 sabbatical topics included Organ/tissue Plastination and Fabric Design.
- Learning Institutes are facilitated at the end of the Fall and Spring semesters where YC faculty share best practices on teaching and learning. This year, over 100 faculty participated in 54 sessions, representing about 700 training hours.

Grievances, Audits, and Employment Legal Activity

The College has a separate formal grievance policy for Faculty and for Staff. Since the last report there has been one formal grievance submitted by a staff employee in connection to corrective action, using the policies outlined below:

Faculty: https://www.yc.edu/v5content/policies/docs/2.37 Faculty Grievance 03212017.pdf

Staff: https://www.yc.edu/v5content/policies/docs/2-hr/2.23 Grievance Staff 03212017.pdf

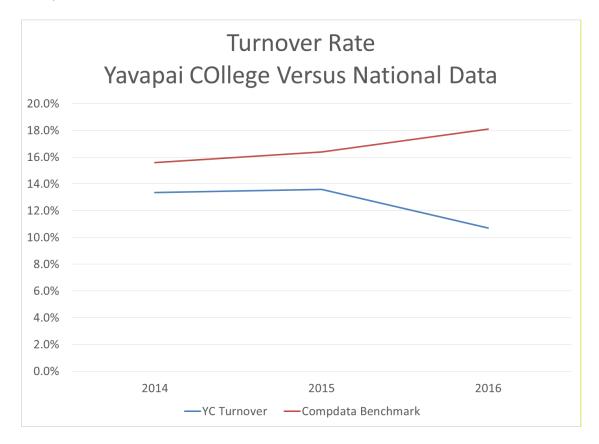
For calendar year 2016, Human Resources worked on 30 employment relations issues (2.5% of 1,183 total employees).

To date, the College has two employment-related matters pending possible legal action:

- Equal Employment Opportunity Commission (EEOC) Notice of Charge was received on 12/10/2015 on behalf of a terminated employee. There has been no follow up from the EEOC as of this writing.
- As has been shared with the DGB on prior occasions, a wrongful dismissal complaint is included as part of the Aviation lawsuit.

Employee Statistics/Turnover and Retention

During calendar year 2016, the full time employee turnover rate was 10.71%, down from 2015's turnover rate of 13.59%. Per Compdatasurveys.com, the national turnover rate in 2016 was 18.1%, while Arizona was 19.6%.



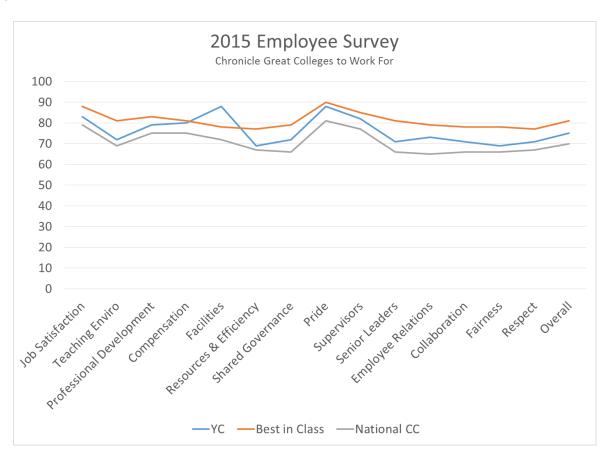
The following table provides details of Yavapai College's 2016 turnover:

| Termination Reason | 2016 | |
|-----------------------------|-------|---------|
| | Count | % |
| Dismissal | 2 | 4.55% |
| End of Assignment | 3 | 6.82% |
| Family Reasons or Relocate | 4 | 9.09% |
| Found New Job | 17 | 38.64% |
| Job Related Hrs/Work Cond | 1 | 2.27% |
| Resignation | 5 | 11.36% |
| Retirement < 15 Yrs Service | 5 | 11.36% |
| Retirement > 15 Yrs Service | 2 | 4.55% |
| Unsatisfactory Performance | 2 | 4.55% |
| Violated Rules, Policies | 3 | 6.82% |
| Grand Total | 44 | 100.00% |

Employee Surveys

Periodically, the College surveys employees regarding the corporate climate. Our most recent survey was in 2015, which included both two-year and four-year schools across the country. As you can see from the chart below, <u>Yavapai College was above the national community college average in every category</u>, and achieved "best in class" across all institutions as it

relates to our employees' perception of our Facilities. Relative to Treatment of Employees, particular strengths of YC compared to our peers include Employee Relations between faculty, staff, and administration as well as having pride in where we work and what we are trying to achieve.





President's Conclusion:

I report compliance

<u>Presidential Monitoring Worksheet for Executive Limitations Policies</u> Policy 2.1.1 – Treatment of Employees

Compilation - April 2017

| Executive | Treatment of Employees | | | |
|--|---|---------------|----------------|--|
| Limitation | The President shall not cause or al | llow personne | l policies and | |
| 2.1.1 | procedures that are illegal, unethical, | or not in con | formance with | |
| | college policies or best practices. | | | |
| Is the interpretatio | n reasonable? | YES | NO | |
| | | 4 | | |
| Does the data show accomplishment of the YES N | | | | |
| interpretation? 3 1 | | | | |
| Is there sufficient e | YES | NO | | |
| the Executive Limitation policy? | | | | |
| Based upon your re | YES | NO | | |
| this Executive Limit | this Executive Limitations policy be amended? | | | |
| - | | | | |

Comments:

McCasland: There is no mention of the faculty concerns regarding the lack of adequate information concerning proposed changes to the academic calendar. Selina Bliss, faculty association president, was quite clear in addressing the administration's failure to follow the Shared Governance model that is in place regarding faculty involvement in the process of academic changes.

McCarver: Excellent data on several points that impact treatment of employees. I appreciate the graphs and charts to show trends and progress.

SHADED ITEMS should be raised for discussion at the meeting.

Presenter: Ray Sigafoos Start Time: 2:43 PM Item No: 26

Proposed By: Ray Sigafoos **Time Req**: 5

| Policy No. | Description | Ref No |
|------------|---|--------|
| 2.2 | The President will not allow employment, compensation, or benefit practices that are illegal, unethical, in violation of college policies or best practices, or incur unfunded liabilities or imply permanent or guaranteed employment. | 344130 |

Description: Receipt of President's Monitoring Report - Executive Limitation 2.2 -

Compensation and Benefits - MONITORING, DISCUSSION, AND/OR

DECISION

Details: 2.2 Compensation and Benefits

The President will not allow employment, compensation, or benefit practices that are illegal, unethical, in violation of college policies or best practices, or incur unfunded liabilities or imply permanent or guaranteed employment.

MOTION OPTIONS:

1. If Board intends to accept Monitoring Report:

We have read the President's Monitoring Report regarding Policy 2.2, we believe that the interpretation of the policy provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we accept the Monitoring Report for Policy 2.2.

2. If Board intends to not accept Monitoring Report:

- If for Unreasonable Interpretation:

We have read the President's monitoring report regarding Policy 2.2 and we believe that the interpretation of the policy provided is not reasonable. Therefore, I move that we not accept the Monitoring Report for Policy 2.2. I move that the President provide the Board with a new Monitoring Report for Policy 2.2 [at the X board meeting] [within X amount months] that includes a new interpretation.

- If for Insufficient Evidence:

We have read the President's monitoring report regarding Policy 2.2 and we believe that the interpretation of the policy provided is reasonable, but we do not believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we not accept the Monitoring Report for Policy 2.2. I move that the President provide the Board with a new Monitoring Report for Policy 2.2 [at the X board meeting] [within X amount months] that provides sufficient evidence to support the conclusion of compliance.

Attachments:

| Title | Created | Filename |
|-----------------------------|--------------|-----------------------------|
| Report 2 2 Compensation.pdf | Apr 11, 2017 | Report 2 2 Compensation.pdf |
| 2.2 Compilation.pdf | Apr 13, 2017 | 2.2 Compilation.pdf |

Monitoring Report Executive Limitations 2.2 - Compensation and Benefits April 2017

Executive Limitations 2.2 - Compensation and Benefits

The President will not allow employment, compensation, or benefit practices that are illegal, unethical, in violation of College policies or best practices, or incur unfunded liabilities or imply permanent or guaranteed employment.

President's Interpretation:

All College employees are valued members of our community (see Executive Limitation 2.1.1). The individual positions that each employee holds are to be consistently evaluated not only to monitor the employees' job performance, but also the continued need for such positions to support the Board's Ends. As such, no employment is to be viewed as guaranteed or permanent.

Compensation and benefits for all positions are to be reviewed periodically in an effort to recruit and retain employees in relation to the appropriate workforce market. Employment policies and practices must fulfill legal requirements, be consistent with general College policies, and be guided by current best practices in human resource development.

Supporting Evidence:

Related to Strategic Plan

The College implemented a five-year Strategic Plan in the Fall of 2015 which supports the District Governing Board's Ends Statements as we strive to improve academic excellence, economic development, and cultural enrichment at a justifiable cost. The President's interpretation and supporting evidence of Executive Limitation 2.2 is directly sustained by the Strategic Initiative "Organizational Development" which provides regular and comprehensive evaluation for employee engagement and satisfaction.

Performance Review

Supervisors provide feedback to employees throughout the year which includes a written evaluation at least annually. This evaluation provides full time employees with feedback in seven different categories in addition to an overall performance assessment of Exceeds Expectations, Meets Expectations, or Needs Improvement. As part of this process, the supervisor and employee set goals for the upcoming year which support the needs of the department, the Strategic Plan of the College, and/or the employee's individual development needs. Per Human Resource records, 99.5% of reviews were completed and submitted for FY 2016.

College policy, process, training, and forms can be found at: http://www.yc.edu/v5content/policies/docs/2-hr/2014%202.04.pdf http://www.yc.edu/v5content/human-resources/performance/staff.htm

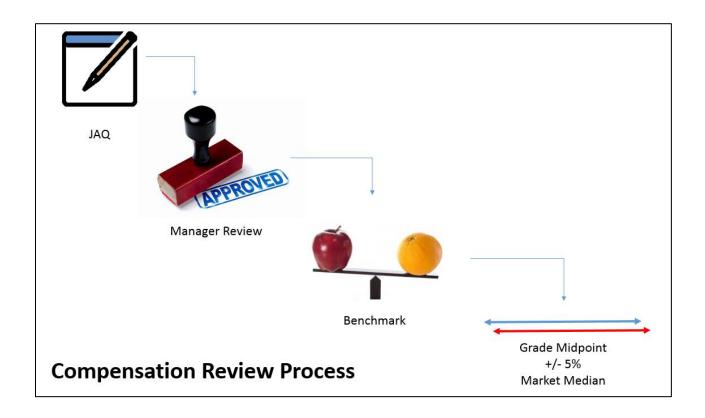
Position Review

As employees leave the organization, we treat this as an opportunity to critically evaluate the need for this position. We assess the need for the work which was being performed, and opportunities to re-engineer processes or automate. We also estimate the relative value of filling this position compared to fulfilling another unmet need in the District.

Compensation Review

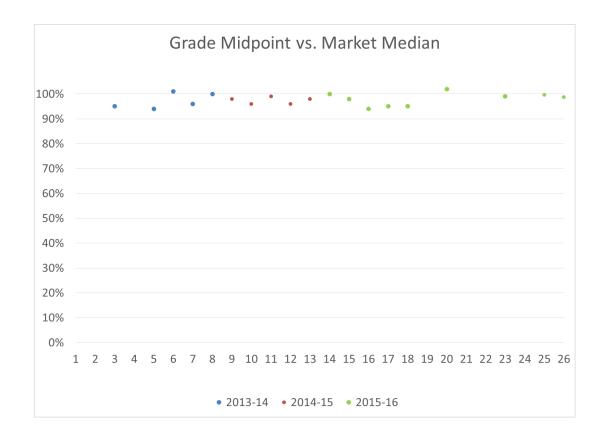
Per Yavapai College Policy 2.17, "Yavapai College is committed to providing total compensation, including salary and benefits, that enable the College to attract, retain, and motivate skilled, talented, and diverse employees."

To ensure market-competitive salaries, the College has adopted a three-year review cycle. Each year, the Human Resources Compensation Analyst reviews roughly 1/3 of the positions, using a Job Analysis Questionnaire (JAQ) in which individual employees update their duties and responsibilities. After the JAQ is approved by the employee's supervisor, the compensation analyst benchmarks the position against the appropriate market data to ensure it is placed in the appropriate YC compensation grade, with the goal of placing positions in a grade whose midpoint is within 5% of the market median for that position. See Compensation Process Diagram below.

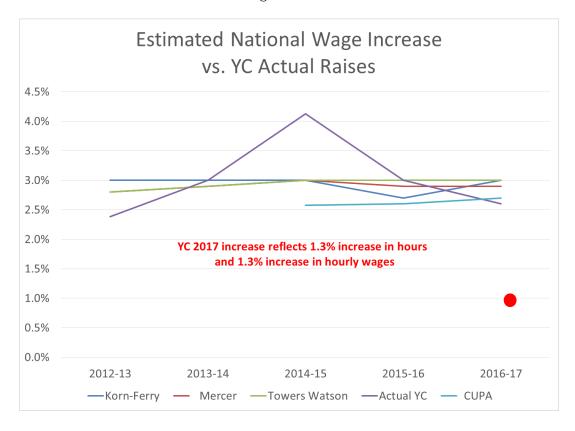


The 2016 review examined staff grades 14-24, as well as an annual review of faculty compensation. In all, the grades and compensation of 38 positions encompassing 170 full time people were reviewed. The grades of 12 staff members were changed as a result of the analysis. In addition, nine faculty changed grades by completing additional coursework, as per the faculty salary schedule.

The following chart demonstrates the results of our three-year compensation review cycle. As you can see, Yavapai College positions are placed in grades whose midpoints average 97% of the market medians relevant to those positions.



In addition to the position market analyses, the College researches and evaluates benchmark data in order to make annual compensation recommendations to the Board. The College uses a variety of sources including CUPA, Mercer, Korn-Ferry, and Tower-Watson. The benchmarking results are shown below:



Employee Benefits

The College is self-insured through our membership in the Yavapai Combined Trust. The College offers a competitive benefits package which is listed and described on our benefits website:

http://www.yc.edu/v5content/human-resources/benefits.htm

The College conducts regular market comparisons for employee benefits as seen in the CUPA-HR Employee Healthcare and Other Benefits Survey. YC benefits are comparable to market, as is demonstrated in the chart below.

Yavapai College Benefits Benchmark Report vs. CUPA 2016 (491 colleges)

| | | | Yavapai College | National Colleges |
|----|---------|-------------------------|-----------------------|---|
| 1. | Medica | al | | |
| | a. | Health | Offers PPO, HMO, HDHP | 84% PPO, 36% HMO, 54% HDHP |
| | b. | Dental | Yes | 94% offer Dental |
| | c. | Vision | Yes | 72% offer Vision |
| | d. | Retiree Coverage (65+) | No | ~40% |
| | e. | Part-Time Employee | No | ~35% |
| | f. | Domestic Partner | No | 70% same sex, 50% opposite sex (4% subsidize) |
| | g. | Health Flex Savings | Yes | 97% |
| | h. | On-campus medical | No | 24% (and 44% charge fee) |
| | i. | Formal Wellness Program | Yes | 57% |
| | | | | |
| 2. | Paid Ti | me Off | 55 Days | 53 Days |
| | | | | |
| 3. | Other | | | |
| | a. | Dependent Care Flex | Yes | 98% |
| | b. | | Yes | 87% |
| | c. | Life Insurance | Yes | 99% |
| | d. | Short term disability | Yes | 65% |
| | e. | Long term disability | Yes | 97% |
| | f. | Tuition assistance | Yes | 96% |
| | g. | Childcare benefits | Yes | 19% (30% subsidize 30%) |
| | h. | Retirement | Yes | 98% |
| | i. | 403(b) | Yes | 98% |
| | j. | 457(b) | Yes | 94% |
| | | | | |

Legal Action

In calendar year 2016, there were no legal actions related to compensation and benefits.



President's Conclusion:

I report compliance.

Presidential Monitoring Worksheet for Executive Limitations Policies Policy 2.2 - Compensation and Benefits Compilation - April 2017

| Executive | Compensation and Benefits | | | |
|--|--|------------------|--------------|--|
| Limitation | The President will not allow employment, compensation, or benefit | | | |
| 2.2 | practices that are illegal, unethical, in violation of college policies or | | | |
| | best practices, or incur unfunded liab | ilities or imply | permanent or | |
| | guaranteed employment. | | | |
| Is the interpretation | n reasonable? | YES | NO | |
| | | 4 | | |
| Does the data show accomplishment of the | | YES | NO | |
| interpretation? | | 3 | 1 | |
| Is there sufficient evidence to indicate compliance with | | YES | NO | |
| the Executive Limit | 3 | | | |
| Based upon your review of the monitoring report, should | | YES | NO | |
| this Executive Limitation policy be amended? | | | 3 | |
| Comments: | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

SHADED ITEMS should be raised for discussion at the meeting.

Presenter: Ray Sigafoos Start Time: 2:48 PM Item No: 27

Proposed By: Ray Sigafoos **Time Req**: 10

Proposed: 3/9/2017 **Item Type**: Procedure Item

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: SHORT RECESS - PROCEDURAL

Details:

Attachments:
No Attachments

Presenter: Ray Sigafoos Start Time: 2:58 PM Item No: 28

Proposed By: User Seven Time Req: 0

Proposed: 4/13/2017 Item Type: Heading

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: MONITORING REPORTS - HEADING (CONTINUED)

Details:

Attachments:No Attachments

Presenter: Ray Sigafoos Start Time: 2:58 PM Item No: 29

Proposed By: Ray Sigafoos Time Req: 10

Proposed: 9/27/2016 **Item Type**: Procedure Item

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.1.4 | Shall monitor and regularly discuss the Board's own process and performance through: | 560668 |
| | a) Regular monitoring by the full Board of its Governance Process and Board-President Linkage policies.b) Review of the Board's overall performance as a governing body. | |
| | Shall delegate to the Chair the responsibility to develop and conduct this evaluation process in accordance with Policy 3.5.3. | |

Description: Board Meeting Evaluation (Monthly) - INFORMATION, DISCUSSION

AND/OR DECISION

Details: During the February 13, 2017 Retreat and the March 7, 2017 Regular

Meeting, the Board discussed a new method for monthly self-evaluation of Board meetings to continue to assess meeting conduct; commitment to governance style and processes; and the Board's performance according to the Board's Governance Process policies 3.1.4 Self-Evaluation and 3.5.3 Board Chair's Role in Monitoring. Board members Dr. McCarver and

Dr. Harris are proposing revisions to the form for the Board's

consideration.

Attachments:

| Title | Created | Filename |
|----------------------------------|--------------|----------------------------------|
| Monthly Qtrly Eval Worksheet.pdf | Apr 13, 2017 | Monthly Qtrly Eval Worksheet.pdf |

Yavapai College District Governing Board Board Meeting Self-Evaluation (Monthly)

| | | | | ed for Month of: ed by: | |
|--------|-----------------------------|----------------|---|--|---|
| | | | | | pehaviors that need to be improved? |
| Y [| es No | | NEEDING IMPRO sed on administra | veMeN1 :ive/internal operations | |
| | 2 | Board involv | ved in making dec | isions in areas already de | legated to CEO |
| | 3 | Decisions w | rithout considering | g ownership input, or led | by a few vocal owners |
| | 4 | Decisions w | rithout whole Boa | rd input, or led by a few v | ocal members |
| | 5 | Board autor | matically approvir | g decisions of individuals | or committees without due consideration |
| | <u> </u> | Board focus | sed on present an | d/or past | |
| | | Board makii | ng reactive decision | ons rather than pro-active | decisions |
| If | answered " | Yes" for any n | number above, giv | e a brief example. | |
| | | | | | |
| _ | | | | | |
| | • | _ | | rd and reflecting on our mance in the following | r individual and collective behavior during categories: |
| : | L- Needs im | provement | 2- Satisfactory | 3- Proficient | Brief comment of specific examples to support your response |
| | he Board op | perates as a u | nit and honors Bo | ard decisions. | |
| | ᆸ + Needs Impro | vement S | atisfactory | Proficient | |
| | | | • | constituency is the entire | |
| (| county. | | | | |
| | <u> </u> | | 2 | <u></u> 3 | |
| _ | Needs Impro | | atisfactory | Proficient | |
| | soard memb | ers operate e | The strict and with the strict and a strict | out conflicts of interest. 3 | |
| | - Needs Impro | vement S | atisfactory | Proficient | |
| _ | | | | upporting student | |

What is the most important thing the Board could do to improve our function as a board?

learning and student success.

Needs Improvement Satisfactory

☐ 3

Proficient

Presenter: Ray Sigafoos Start Time: 3:08 PM Item No: 30

Proposed By: Ray Sigafoos **Time Req:** 5

Proposed: 9/27/2016 **Item Type**: Monitoring & Decision

| Policy No. | Description | Ref No | | | | |
|------------|--|--------|--|--|--|--|
| 3.4.4 | President Monitoring Reports are produced in accordance with the Board's Annual Agenda Calendar. Board members shall be given the opportunity for individual review of the reports in advance of the relevant Board meeting before formal review at the next available meeting when there shall be the opportunity to collectively discuss what is being evaluated and share comments. | | | | | |
| 4.2 | The President shall be the Board's only link to operational achievement and conduct, so that all authority and accountability of staff, as far as the Board is concerned, shall be considered the authority and accountability of the President. Accordingly: | | | | | |
| 4.4 | Systematic and rigorous monitoring of the President's job performance shall be solely against the only expected President job outputs: organizational accomplishment of Board policies on Ends and organizational operation within the boundaries established in Board policies on Executive Limitations. Accordingly: | | | | | |

Description: President's Evaluation Process - INFORMATION AND/OR DISCUSSION

Details : At the May 9, 2017 District Governing Board meeting, the Board is schedule to evaluate the President's performance for FY 2016-2017. The evaluation will be based on the President's progress in meeting the Ends established by the Board and her compliance with the Executive Limitations and other applicable Board polices, as set forth in the Monitoring Reports. The following is the suggested schedule to complete the process:

- 1. The Board members will receive a performance summary from the President, applicable Monitoring Reports, other relevant information, and evaluation forms by April 20, 2017.
- 2. Board members are requested to complete the evaluation and forward to Lynne Adams, Legal Counsel, no later than May 5, 2017.
- 3. The information will be compiled by Lynne Adams.
- 4. The Board will present the compiled information to President Wills at the May 9, 2017 District Governing Board meeting in executive session.

Attachments:

No Attachments

Presenter: Ray Sigafoos Start Time: 3:13 PM Item No: 31

Proposed By: Ray Sigafoos **Time Req:** 0

Proposed: 2/16/2017 **Item Type**: Heading

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: BOARD EDUCATION - HEADING

Details:

Attachments: No Attachments

Presenter: Ray Sigafoos Start Time: 3:13 PM Item No: 32

Proposed By: Ray Sigafoos Time Req: 20

Proposed: 2/16/2017 Item Type: Board Education

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.2.1 | And its Ownership Linkage shall be the link between the organization and its owners, who are residents of Yavapai County and those who are affected by Yavapai College. | 560671 |

Description: Focus Study: Access for the Underserved Students/Populations -

INFORMATION AND DISCUSSION

Details: During the September 12, 2016 District Governing Board Retreat, the

Board determined that the Ownership Linkage and Board Education plans will focus on a study of access for the underserved lower socioeconomic populations. Ms. Gerry Garvey will present information, current programs,

and needs of the underserved lower socioeconomic populations of

Yavapai County.

Attachments:

| Title | Created | Filename |
|----------------------------|--------------|----------------------------|
| POVERTY INDICATORS 4 3.pdf | Apr 11, 2017 | POVERTY INDICATORS 4 3.pdf |

POVERTY INDICATORS IN THE PRESCOTT QUAD-CITY AREA:

A COMMUNUTY BASED
ASSESSMENT OF RESOURCES

"Poverty is not an accident. Like slavery and apartheid, it is man-made and can be removed by the actions of human beings."

- Nelson Mandela, 1918-2013

Poverty In Yavapai County

- 9% of families live in poverty (\$22,350/yr. for a family of four)
- 26% of households with children 0-5 live in poverty
- 62% of single mothers with children 0-5 live in poverty (median income: \$18,096)
- ▶ 19% increase in children 0-5 receiving nutritional assistance since 2010
- 1 in 4 children are food insecure
- ► 53% of children do not receive early education to prepare them for school
- 25% are senior citizens many have lost their homes or have significant loss in retirement income
- 5% of grandparents are raising their grandchildren
- 17% are disabled
 - County lost \$126,000 federal grants for food, shelter, emergency healthcare

Arizona Children Living in Poverty

- According to the U.S. Census Bureau, in 2012 approximately 1.1 million Arizonans were living in poverty. For a family of four, this means an annual household income of less than\$21,954.
- Arizona Children Living in Poverty
- Households with persons under 18 years old 27%
- Households with persons 5-17 years old 25.3%
- Households with persons under 5 years old 30.5%

Food insecurity and low wages are directly related to a larger challenge for Yavapai County; our poverty rates are on the rise.

"The notion that the problem of addressing a single issue such as individual behaviors or government interventions must be abandoned."

(prominent economist, Jeffrey Sachs as cited in Solanki, 2012)

Sample Size By Group

- Leadership (Group 1) 230 Participants
- Poverty (Group 2) 123 Participants
- Incomplete 62 Participants
- Total Sampler Size 415 Participants

Likert Scale

- **12345**
- 1. inadequate
- 2. less than
- 3. adequate*
- 4. somewhat adequate
- 5. good resource and availability

Resource Likert Scores

Resource Likert score of Leadership (Group 1) Likert score of Poverty(Group 2)

- ▶ 1. Housing and Banking (1) Inadequate (3) Somewhat inadequate
- 2. Predator Protection (1) Inadequate (2) Less than adequate
- 3, Job Opportunities/Wages (1) Inadequate (2) Less than adequate
- 4. Educational Services (3) Somewhat inadequate (3) Somewhat inadequate
- 5. Transportation Services (1) Inadequate (1) Inadequate
- 6. Health and Nutrition Services (2) Less than adequate (3) Somewhat inadequate
- 7. Leadership (1) Inadequate (2) Less than adequate

Additional Findings:

Additional Findings:

- 42.28% of the sample living at or below the federal definition of poverty attended college.
- 22.47% of the sample living at or below the federal definition of poverty hold a college degree or certificate of professional training.
- **74.11%** of Poverty group reported combined household earnings below the living wage of \$19.30/hour for a single person.
- 28.35% of Leadership group reported earning more than \$100,000 per year.
- 55.90% of Leadership group who reported earning over \$100,000 per year also self identified as middle class. (Table 5)

Participants Willing to Engage Improvement Processes

Participants willing to engage in an improvement processes:

- 1. Housing and Banking 29.79% 101
- 2. Predator Protection 27.63% 92
- 3. Job Opportunities/Wages 32.23% 107
- → 4. Educational Services 25.54% 83
- 5. Transportation Services 25.16% 81
- 6. Health and Nutrition Services 21.74% 70
- 7. Leadership 22.81% 73

As Quad-Cities Continues to Grow, We Will Likely Witness Three Effects:

- (1) the continued migration of work eligible residents to communities where jobs, living wages and community resources are available; a trend already under way during the 2010 census as demonstrated by a 2-3% drop in the 21-35 year demographic,
- (2) Fiscal hardship: Despite our area's reliance on growth and development, in Yavapai County the majority of governmental revenue is generated by privilege/sales tax.
- (3) The growing number of people living in poverty will impact the city's bottom line impacting city systems further diminishing overall quality of life indicators for all residents.

Possible Next Steps

- (1) Distribute Survey results to the community with full report available on the Web site:
- (2) Convene a "Poverty Indicator Action Conference"

The conference will highlight best case practices that positively impact poverty indicator resources.

Possible Next Steps

(3) White Paper

A summary of the proposed, "Poverty Indicators Action Conference", including research and analysis of the poverty indicators used in the survey and an examination of short and long term implications for our community, will be presented in a white paper. The white paper will be used as a foundation for presentations and forums to encourage community officials, business leaders, nonprofits, and advocates to look at growing poverty populations in a new light. The paper will be available for distribution and on the United Way of Yavapai County Running head: POVERTY INDICATORS IN THE QUADCITY AREA 2014, website.

Possible Next Steps

(4) Launch a "Campaign to End Poverty" - A Call to Action!

Conference participants and community members will be invited to join a campaign to end poverty in our community. The campaign objective will be to reduce the rate of people living in poverty by 20% by 2020. Working together, we will be seeing poverty clearly by 2020

YAVAPAI COLLEGE

Thank You for this opportunity to present this critical information for your consideration.

QUESTIONS

Gerry Garvey

Fellow Associate: Institute for Sustainable Change, Prescott College

Presenter: Ray Sigafoos Start Time: 3:33 PM Item No: 33

Proposed By: Ray Sigafoos **Time Req:** 0

Proposed: 9/27/2016 **Item Type**: Heading

| Policy No. | Description | | | |
|------------|---|--------|--|--|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 | | |

Description: POLICY - HEADING

Details:

Attachments: No Attachments

Presenter: Ray Sigafoos Start Time: 3:33 PM Item No: 34

Proposed By: Ray Sigafoos **Time Req:** 45

Proposed: 9/27/2016 **Item Type**: Policy & Decision

| Policy No. | Description | Ref No |
|------------|--|--------|
| 2.3 | The President shall not allow annual financial planning and budgeting that deviates materially from the Board's Ends' priorities, jeopardizes financial solvency, fails to be part of a multi-year strategic management plan, or violates applicable statutes. | 560658 |

Description: Consideration of the Preliminary Budget FY 2017-2018 - INFORMATION,

DISCUSSION, AND/OR DECISION

Details: Dr. Clint Ewell, Vice President of Finance and Administrative Services, will

present the FY 2017-2018 Preliminary Budget for the Board's

consideration.

Attachments:

| Title | Created | Filename |
|---|--------------|---|
| FY2017-18 Preliminary Board Budget Book.pdf | Apr 13, 2017 | FY2017-18 Preliminary Board Budget Book.pdf |

life explored

Yavapai College Preliminary Budget



FY2017–2018

Presented to the District Governing Board April 18, 2017

Career & Technical Education Center
Chino Valley Center
Prescott Campus
Prescott Valley Center
Sedona Center
Verde Valley Campus

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TABLE OF CONTENTS

Yavapai Community College District Budget FY2017-2018

INTRODUCTION

| Message from the PresidentVice President's Transmittal Letter | |
|---|----|
| FY2017-2018 DISTRICT BUDGET | |
| | 4 |
| List of Principal Officers | |
| Summary of Revenue Data | |
| Summary of Expense Data District Levy Assumptions | |
| Primary Property Tax Values, Tax Rates and Levies – Past Ten Fiscal Years | |
| Secondary Property Tax Values, Tax Rates and Levies – <i>Past Terr Fiscal Years</i> Secondary Property Tax Values, Tax Rates and Levies – <i>Past Ten Fiscal Years</i> | |
| Assessed Valuations, Tax Rates and Levy History – Past Ten Fiscal Years | |
| General Fund Revenue | |
| Current Funds – Unrestricted Cash Balance | |
| Current General Funds Revenues and Other Additions | |
| General Fund Expenditures | |
| Current General Fund Expenditures and Other Deductions | |
| Current Auxiliary Enterprises Funds – Revenues and Other Additions | |
| Current Auxiliary Funds – Expenditures and Other Deductions | |
| Current Restricted Funds – Revenues and Other Additions | |
| Current Restricted Funds – Expenditures and Other Deductions | |
| Plant Fund & Expenditure Limitation | |
| Unexpended Plant Fund - Cash Balance | 17 |
| Unexpended Plant Fund - Revenues and Other Additions | |
| Unexpended Plant Fund - Expenditures and Other Deductions | |
| Retirement of Indebtedness Plant Fund - Revenues and Other Additions | 20 |
| Retirement of Indebtedness Plant Fund - Expenditures and Other Deductions | |
| Expenditure Limitation Compliance | 22 |
| Long-range Financial Planning | |
| Five-year Projections of Revenues and Expenditures – All Funds | 23 |
| Five-year Projections of Expenditure Limitation Compliance – All Funds | |
| Five-year Capital Improvement Plan | 25 |
| Five-year Buildings and Grounds Preventative Maintenance Plan | |
| Five-year Equipment Replacement Plan | 28 |
| | |

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A Message from the President

It is my pleasure to present to you the proposed Fiscal Year 2017-2018 operating and capital budget.

The budget document is submitted in accordance with the appropriate laws of the State of Arizona. The preparation of the annual budget is one of the most important tasks of the year, ensuring we align our resources in a way which reflects our values by making Yavapai County a premier place to learn, work, and live. It is also the primary tool by which we ensure Yavapai College remains a good value for students and tax payers alike.

Engaging Students

As a comprehensive community College, we engage with students of all ages. It begins with Pre-K children in our Family Enrichment Center, one of the best Early Childhood Education Schools in the state, if not the region.

We continue our outreach to K-12 students with the College for Kids program which exposes students to a College environment over the Summer, as well as the Children's Matinee Series in our Performing Arts Center during the school year. We provide opportunities for high school students to earn College credits through our Dual Credit program and through our JTED partnerships which offer Career Technical Education opportunities.

We offer non-credit programs to adults such as Adult Basic Education which prepares people without a high school diploma to earn a General Equivalency Degree, and English as a Second Language for those who need to improve their communication skills. We also offer a host of Community Education programs to adults who do not want or need College credits, but have a continued interest in learning. Of note, the College has received two of the coveted grants from Osher to establish Osher Lifelong Learning Institutes (OLLI) throughout the county. OLLI is community education designed for people "50 and better."

Last but not least, we have our credit programs which allow students to earn a certificate or Associates degree. Depending on the student's area of study, these programs can lead directly to employment and/ or allow the student to transfer to a four year university. As we have shared with you before, our students who transfer are very successful at their new school, outperforming other transfer students as well as classmates who began as Freshman at the university. We make Yavapai County a premier place to learn.

Supporting the Economy

Yavapai College plays a supporting role in strengthening the local economy of the various communities within our district. We offer training in over 25 Career Technical programs throughout the district. Traditional programs such as Auto, Electrical and Welding can be found at CTEC. But we have many other Career Technical programs including Allied Health in Prescott Valley and Nursing at the Prescott and Verde Campuses. We offer Hospitality and Culinary in Sedona, and Viticulture and Enology at the Verde Campus to name but a few.

The Regional Economic Development Center (REDC) provides informational reports to various economic development agencies, chambers of commerce, cities and towns. In addition to providing industry-specific custom training, they help employers by finding them qualified interns, as well as hosting job fairs to connect employers to students and recent graduates. The REDC also manages the Small Business Development Center, both of which help entrepreneurs start or grow new businesses. We make Yavapai County a premier place to work.

Building Community

Yavapai College provides many opportunities for our constituents to engage with each other through social and cultural activities. In addition to our credit and non-credit classwork, the College is part of the county library system, and holds roughly 20% of the entire collection. The College has a strong visual arts program with Galleries on both campuses. Likewise, the College has a strong performing arts program, which produces a variety of affordable music and theater events. Similarly, the Yavapai College Foundation sponsors nationally touring artists to perform in the Performing Arts Center and occasionally in other Yavapai County venues. Residents can participate in educational trips around the world, hear a variety of lectures, and see films and performances via satellite. Community members come to campus for events ranging from wine tastings to farmer's markets. We make Yavapai County a premier place to live.

We are proud to provide state of the art programs and service, picturesque campuses and well-maintained facilities that are second to none. It is because we value Fiscal Stewardship that we can provide all of this at a justifiable cost.

П

Cordially,

Penny Wills, Ph.D. President

Page 170 of 209

April 18, 2017

TO: The District Governing Board and Citizens

Yavapai County Community College District

FROM: Clint Ewell, Ed.D.

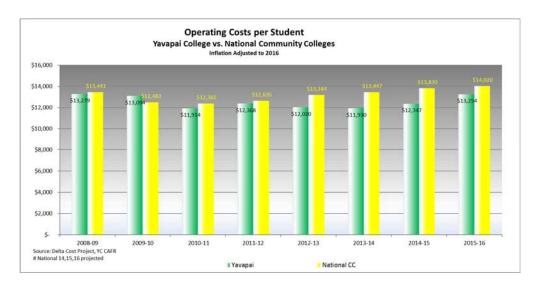
Vice President, Finance & Administrative Services

Budget Strategy

The budget is the financial means by which we pursue the District Governing Board's three End Statements: Help Students achieve their educational goals; Help communities develop and sustain economic base jobs; and Provide access to a vibrant social and cultural life. We adhere to the District Governing Board's mandate to provide these programs and services at a "justifiable cost".

Cost-per-FTSE

Cost per FTSE is a standard measure of higher education efficiency. A common way to calculate Operating cost-per-FTSE is to divide the Instruction, Academic Support, Student Services, Institutional Support, & Facilities, Auxiliary and Public Service expenditures by the FTSE generated for the same fiscal year. The following graph illustrates a comparison of the actual Yavapai College inflation adjusted cost-per-FTSE for the past eight years.



Through focused efforts to lower costs while maintaining quality, Yavapai College has maintained its inflation-adjusted Operating cost per FTSE for the past decade. These cost improvements have brought YC's operating costs to approximately 2% below the national average community College cost per student.

Though we are proud of this accomplishment, we realize that our operating costs are still above our Arizona peer average for a variety of reasons which have been discussed with the Board as part of the annual budget cycle. This includes our academic program mix (lots of non-credit and CTE), geography, well maintained facilities, and a variety of unique services. Nonetheless, we will continue to look for opportunities to control or reduce costs while providing the quality programs, services, and facilities our constituents have come to expect.

Budget Highlights

The FY2017-2018 total budget of \$80.9 million, including all funds, is \$0.3 million less than FY2016-2017. The current funds (General and Auxiliary funds) increased 1.6% over the previous year. Capital (Plant fund) funds decreased by 5.8% over the previous year. The Restricted Fund decreased by 3.0% over the previous year, primarily due to decreases in enrollments which led to fewer Pell grants. The Retirement of Indebtedness Fund remained essentially flat compared with the current fiscal year.

Total budgeted expenditures by Fund:

- General Fund is \$44.6M
- Auxiliary Fund is \$4.6M
- Restricted Fund is \$13.8M
- Plant Fund is \$11.0M
- Retirement of Indebtedness Fund is \$6.9M

General Fund Highlights:

Revenues

The District's largest funding sources are derived from local property taxes, tuition and fees, and state appropriations.

<u>Property Taxes:</u> The District is limited, by statute, to increasing primary property taxes by no more than two percent over the maximum amount allowed in the previous tax year for existing property. In addition, the adopted rate is applied to the assessed value of new construction. However, the effect is cumulative, so if the College Board does not raise the Tax Levy in a given year, it may raise the Levy by 4% the following year. Because we have practiced good fiscal stewardship over the years, the College is now 10% below the Levy maximum.

Staff is recommending that the District forego an increase in taxes for Fiscal Year 2017-2018. Staff is proposing to levy at the current year's levy \$43,228,500, plus new construction of \$682,000, or \$43,910,500 total. The proposed levy amount is a 1.6% increase over the current year's levy of \$43,228,500. The primary tax rate is projected to decrease from 1.8439 per \$100 of net assessed property value to 1.7827 per \$100 of net assessed property value. With the possible exceptions of Maricopa and Eastern, every other AZ Community College district plans to request a 2% or more increase.

<u>Tuition and Fees</u>: The Board approved average increases of 5% for tuition per student credit hour for instate and Western Undergraduate Exchange tuition rates, while out of state rates remained flat. The Board also approved various changes in differentiated tuition for destination or high-cost programs, including a 13% decrease in Helicopter Aviation Flight fees. These changes keep Yavapai College's base annual Tuition and Fees at \$2,490 (for 30 credits for base tuition), which is below the Arizona community College average and slightly less than one-fourth of the Arizona four-year university average. Tuition is purposefully set at least 20% below the national community college average tuition rate in an effort to keep YC coursework affordable and accessible, given that the median household income in our service district is 20% below the national average.

State Aid: For FY2017-2018, Yavapai College expects to receive \$160,000 less in operating aid as well as a decrease of \$135,300 in STEM funding from the state versus FY2016-2017. However, YC expects approximately \$25,000 in additional Prop 301 money, which is to be used for programs that support workforce development. Together, these three components of State Aid comprise near 2.4% of the total YC budget. It is worth noting that the Prop 301 money will sunset in FY2019-20.

Expenses

- Total General Fund expenses increased 1% over the prior year.
- Based on an annual compensation analysis, YC raises are designed to ensure we provide market-competitive. This is in compliance with Executive Limitation 2.2. We are proposing a 3% increase in compensation which is inclusive of a 1.3% increase in hours. A portion of the increases in compensation will be funded through internal cost savings.
- Benefit expenses increased to accommodate changes in health and retirement.
- Merit Scholarships increased to offset Tuition price increases referenced above.
- All other expenses were adjusted based on the best known information at this time.

Auxiliary Fund Highlights

Programs and services in the Auxiliary Fund are those which, generally speaking, are meant to be sold to students and YC employees. We also budget Public Service programs in the Auxiliary Fund. Public Services are those non-education programs and services which are primarily sold to external stakeholders. Ideally, Auxiliary Fund programs are expected to generate enough revenues to cover their costs. Those programs and services which do not break even are critically evaluated on an annual basis to ensure they remain mission-critical to Yavapai College.

The Auxiliary Budget increased 7.8% compared with the current fiscal year, primarily due to increases in overhead allocations.

Plant Fund Highlights

Five-year Capital Improvement Plan

The YC Capital budget includes a variety of components including the district-wide, five-year Capital Improvement Plan (CIP). The CIP identifies major capital projects needed to align facilities with the Academic Master Plan and to allow the District to address the changing needs of the community. The CIP is primarily informed by the Campus Master Plan, which was originally approved by the Board in 2013, and is updated annually as part of the Budget process. The CIP is presented in detail within this document. For planning purposes, 5 years of projects are projected; however, the Board is only approving the first two years of the CIP when they approve the final budget.

Planned Maintenance

The College holds the philosophy that well-maintained facilities lead to the lowest Total Cost of Ownership. As such, the District's strategic initiatives prescribe the implementation of a district-wide, five-year comprehensive program for the maintenance of all district facilities, grounds and infrastructure. The five-year Planned Maintenance Budget is based upon the Facilities Condition Index report, which was originally performed in 2011 and is updated annually. The maintenance projects for the current fiscal year are budgeted within the District's Unexpended Plant Fund. This prudent annual capital investment has led to a 94% Facility Condition Index score which is of national caliber.

Five-year Equipment Replacement Plan

The Equipment Replacement Plan identifies critical equipment, classroom equipment, and computing equipment that has reached the end of its useful life. Critical equipment is defined as equipment with a cost of \$1,000 or more per unit which has a useful life of greater than one-year, and is essential to the day-to-day operations of existing programs or service areas within the District. The program is a five-year plan that projects spending for anticipated replacement of existing equipment within the same level of service currently provided. The five-year equipment replacement plan is detailed within this document and the equipment expenditures planned for the current fiscal year are budgeted within the District's Unexpended Plant Fund.

Long Range Financial Planning

Long-range financial forecasting plays an integral part in the budget development. Operating revenue and expenditure projection assumptions were prepared for a five-year period. Revenue projections were based on Primary Property Taxes trends, projections in enrollment growth (FTSE), and current economic trends. Expenditure estimates included projections by fund to allow for increases in commodities and contracted services (maintenance agreements), salaries and fringe benefits, bonded and lease-purchase debt payments and allowing for new initiatives to meet the District's strategic initiatives.

The results of the five-year estimate of revenues and expenditures demonstrate the ability of the District to continue operations at our current level plus allow for the limited funding of new initiatives into the future. The projected future surplus in recurring revenues will enable the District to continue to fund Planned Maintenance and Equipment replacement initiatives, along with limited capital improvement plan projects – all of which safeguard the capital investments made by our community.

These projections are based on the best known information at this time and may change through legislative actions. Revisions to long-range projections are to be made annually with the preparation of each fiscal year's budget. The Long Range Financial Planning results are presented in detail within this document.

Expenditure Limitation

Important to the District's financial stability is the ability to remain in compliance with the State's imposed expenditure limitation (spending cap). On June 3, 1980, Arizona voters approved a State constitutional change prescribing an expenditure limitation for each county, city, town, and community college district throughout the State. The purpose of the constitutional change was to control tax increases by limiting what districts could spend. In essence, Yavapai College is limited to what we spent per student in 1980, adjusted for inflation. Those districts that over spent this limit would lose up to 33% of their state aid, while districts that underspend the limit are allowed to accumulate "credits" in case they need to overspend in a given year.

In March of 2016 Senate Bill 1322 was signed into law giving community College districts three choices in estimating their FTSE to be used to calculate the expenditure limitation. One choice gives districts 30 percent higher FTSE for career and technical education students, recognizing that these types of programs are more expensive to provide. I am pleased to share that the College's cost control efforts have been successful, allowing the District to accumulate \$21.7 million in discretionary "credits" during the past ten years. In other words, the college is consistently operating below its 1980 cost per student—despite the fact that we have dramatically increased the proportion of high-cost career technical education programs that help prepare students to enter the workforce.

The preparation of this budget document is attributed to the countless hours of the Business Office, Budget Managers, Deans, Vice Presidents and the President's Leadership Team. Thanks to their efforts, Yavapai College continues to be in a fiscally sound position.

I would like to express my appreciation to all those who assisted and contributed to the preparation of this budget. We are proud to be good fiscal stewards on behalf of the citizens of Yavapai County.

Respectfully submitted,

Clint Ewell, Ed.D.
Vice President, Finance &
Administrative Services

Page 174 of 209

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

Mr. Raymond Sigafoos Chair, District 1

Ms. Deb McCasland Member, District 2

Dr. Connie Harris Member, District 3

Dr. Patricia McCarver Member, District 4

Mr. Steve Irwin Board Secretary, District 5

YAVAPAI COLLEGE ADMINISTRATION

Dr. Penelope H. Wills President

Dr. Ron Liss VP for Instruction and Student

Development

Dr. Clint Ewell VP of Finance & Administrative Services

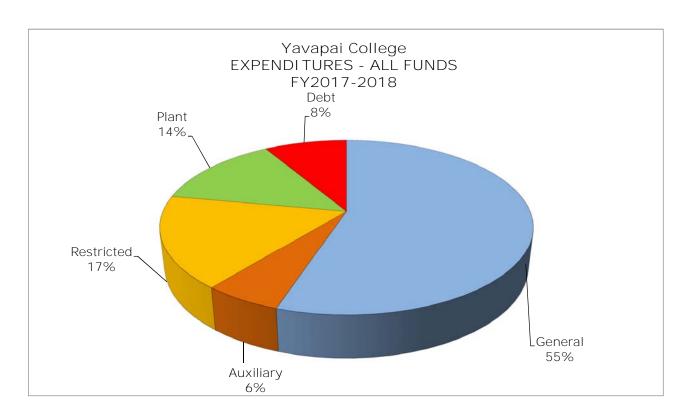
Vacant VP for Community Relations

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT (YAVAPAI COLLEGE) BUDGET FOR FY2017-2018 SUMMARY OF REVENUE DATA

| <u>REVENUES</u> | Current Year <u>2016-2017</u> | Proposed Budget 2017-2018 | Dollar (\$) <u>Difference</u> | Percentage (%) <u>Difference</u> |
|--|--|--|--|--|
| Current Funds Current General Fund - Unrestricted Property Taxes - Primary, Net Contingency Tuition & Fees State Appropriations Other Sources Auxiliary Enterprises Fund Sales and Services Other Sources Sub-Total Current Funds - Unrestricted | \$ 34,388,200 10,751,000 800,000 497,900 2,961,700 734,300 50,133,100 | \$ 35,470,000 10,746,500 640,000 461,500 2,986,700 682,600 50,987,300 | \$ 1,081,800 (4,500) (160,000) (36,400) 25,000 (51,700) 854,200 | 3.1% 0.0% -20.0% -7.3% 0.8% -7.0% 1.7% |
| Current Funds - Restricted Federal Grants and Contracts State Grants and Contracts State Appropriations/Prop 301 Private Gifts, Grants and Contracts Sub-Total Current Funds - Restricted | \$ 11,805,000 211,000 1,449,400 783,000 14,248,400 | \$ 11,255,400 365,000 1,339,100 856,000 13,815,500 | \$ (549,600) 154,000 (110,300) 73,000 (432,900) | -4.7% 73.0% -7.6% 9.3% -3.0% |
| TOTAL CURRENT FUNDS | \$ 64,381,500 | \$ 64,802,800 | \$ 421,300 | 0.7% |
| Plant Funds Unexpended Plant Fund Property Taxes - Primary, Net Contingency Other Sources Non-recurring Retirement of Indebtedness | \$ 8,645,300 35,000 50,000 | \$ 8,245,500 45,000 - | \$ (399,800) 10,000 (50,000) | -4.6% 28.6% -100.0% |
| Property Taxes - Secondary, Net Contingency Other Sources TOTAL PLANT FUNDS | \$ 4,944,800 10,000 13,685,100 | \$ 4,898,800 10,000 13,199,300 | \$ (46,000) - (439,800) | -0.9% 0.0% -3.2% |
| GRAND TOTAL - CURRENT & PLANT FUNDS | \$ 78,066,600 | \$ 78,002,100 | \$ (18,500) | 0.0% |
| Fund Balance Applied to Budget | 3,215,100 | 2,956,000 | (259,100) | -8.1% |
| TOTAL REVENUES AVAILABLE FOR EXPENDITURES | \$ 81,281,700 | \$ 80,958,100 | \$ (323,600) | -0.4% |

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT (YAVAPAI COLLEGE) BUDGET FOR FY2017-2018 SUMMARY OF EXPENSE DATA

| | | Current Year 2016-2017 | | Proposed Budget 2017-2018 | Dollar (\$) <u>Difference</u> | Percentage (%) <u>Difference</u> |
|--|----------|---------------------------------------|----------|---------------------------------------|---------------------------------------|--|
| CURRENT GENERAL AND PLANT FUNDS EXPENDITURES | | | | | | |
| Current Funds Current General Fund - Unrestricted Auxiliary Enterprises Sub-Total Current Funds - Unrestricted | \$ | 44,161,000 4,300,900 48,461,900 | \$ | 44,608,000 4,634,800 49,242,800 | \$ 447,000 333,900 780,900 | 1.0% 7.8% 1.6% |
| Current Funds - Restricted TOTAL CURRENT FUNDS | \$ | 14,275,400 62,737,300 | \$ | 13,840,500 63,083,300 | \$ (434,900) 346,000 | -3.0% 0.6% |
| Plant Funds Unexpended Plant Fund Retirement of Indebtedness TOTAL PLANT FUNDS | \$ | 11,648,400 6,896,000 18,544,400 | \$ | 10,971,500 6,903,300 17,874,800 | \$ (676,900) 7,300 (669,600) | -5.8% 0.1% -3.6% |
| GRAND TOTAL - CURRENT & PLANT FUNDS | \$ | 81,281,700 | \$ | 80,958,100 | \$ (323,600) | -0.4% |
| B. EXPENDITURE PER FTSE: | | | | | | |
| FTSE | | 3,479 | | 3,479 | - | 0.0% |
| Current General Fund Unexpended Plant Fund | \$ \$ | 12,694 3,348 | \$ \$ | 12,822 3,154 | 128 (195) | 1.0% -5.8% |
| II. EXPENDITURE LIMITATION PURSUANT TO A.R.S.4 | | | FISCAL Y | EAR 2016-2017 | \$ 41,393,014 | |
| | | | FISCAL Y | EAR 2017-2018 | \$ 45,586,098 | |



YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT (YAVAPAI COLLEGE) BUDGET FOR FY2017-2018

DISTRICT LEVY ASSUMPTIONS

| 1. | 2017-2018 MAXIMUM ALLOWABLE PRIMARY PROPERTY TAX LEVY PURSUANT TO A.R.S. 42-301: | \$ | 48,615,192 |
|----|---|-------|-------------|
| 2. | 2017-2018 PRIMARY PROPERTY TAX LEVY REQUIRED FOR BUDGET IS: | \$ | 43,910,500 |
| 3. | AMOUNT RECEIVED FROM PRIMARY PROPERTY TAXES IN FISCAL YEAR 2016-2017 IN EXCESS OF THE MAXIMUM ALLOWABLE AMOUNT AS CALCULATED PURSUANT TO A.R.S. 42-301. | \$ | - |
| 4. | 2017-2018 PRIMARY ASSESSED VALUATION IS ESTIMATED TO BE: | \$ 2, | 463,150,036 |
| 5. | 2017-2018 SECONDARY ASSESSED VALUATION IS ESTIMATED TO BE: | \$ 2, | 463,150,036 |

6. PROPOSED BUDGET LEVY QUALIFICATION:

YAVAPAI COLLEGE IS IN COMPLIANCE WITH PRIMARY TAX LEVY LIMITATIONS FOR FY2017-2018 BASED UPON 2017 ASSESSED VALUE ESTIMATES AND ALL APPLICABLE PROVISIONS OF ARS 42-301.

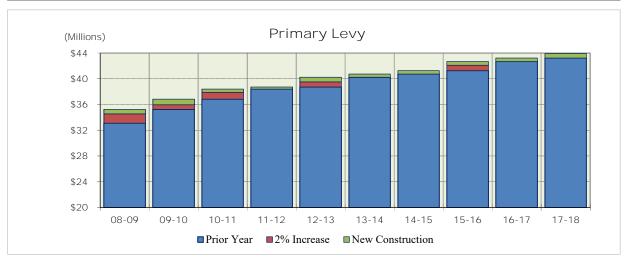
7. SUMMARY OF PRIMARY AND SECONDARY PROPERTY TAX LEVIES AND RATES:

| | Current Year <u>2016-2017</u> | Proposed Budget 2017-2018 | Dollar (\$) <u>Difference</u> | Percentage (%) <u>Difference</u> |
|---|--|--|--|--|
| A. Amount Levied | | | | |
| Primary Tax Levy Prior Year New Construction 2% Increase | \$ 42,667,700 560,800 - \$ 43,228,500 | \$ 43,228,500 682,000 - \$ 43,910,500 | \$ 560,800 121,200 - \$ 682,000 | 1.3% 21.6% 1.6% |
| Secondary Tax Levy | 4,974,800 | 4,928,800 | (46,000) | -0.9% |
| TOTAL PROPERTY TAX LEVY B. Rates Per \$100 Net Assessed Valuation: | \$ 48,203,300 | \$ 48,839,300 | \$ 636,000 | 1.3% |
| Primary Tax Rate | 1.8439 | 1.7827 | (0.0612) | -3.3% |
| Secondary Tax Rate | 0.2122 | 0.2001 | (0.0121) | -5.7% |
| TOTAL PROPERTY TAX RATE | 2.0561 | 1.9828 | (0.0733) | -3.6% |

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT (YAVAPAI COLLEGE) PRIMARY PROPERTY TAX ASSESSED VALUES, TAX RATES and LEVIES PAST TEN FISCAL YEARS







YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT (YAVAPAI COLLEGE) SECONDARY PROPERTY TAX ASSESSED VALUES, TAX RATES and LEVIES PAST TEN FISCAL YEARS



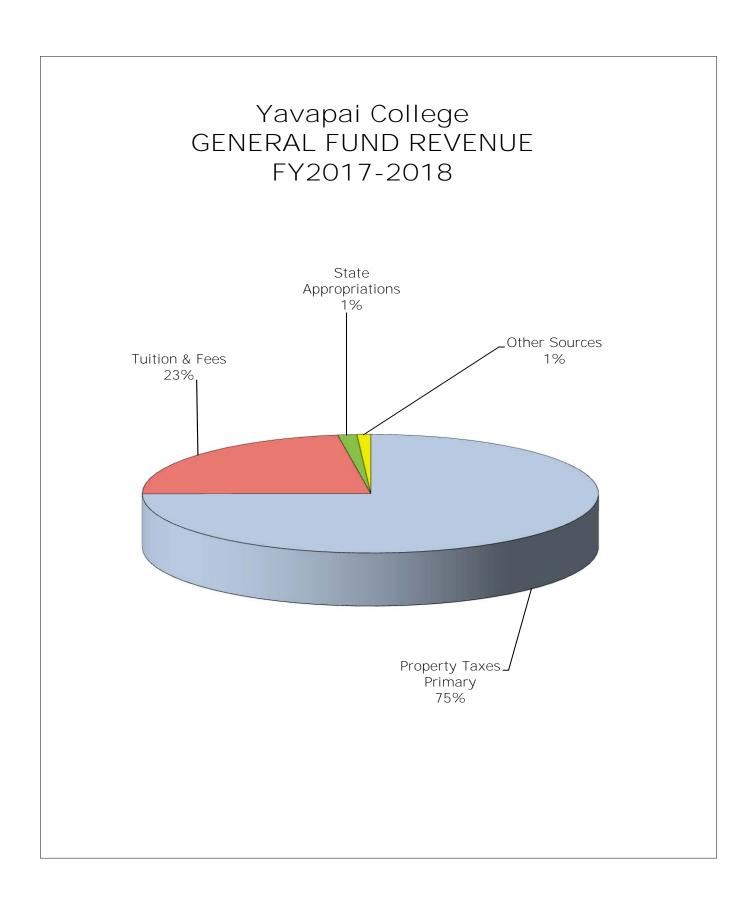




YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT (YAVAPAI COLLEGE) BUDGET FOR FY2017-2018 PAST TEN FISCAL YEARS

ASSESSED VALUATION, TAX RATE AND LEVY HISTORY

| <u>Year</u> | Primary Assessed <u>Valuation</u> | Tax <u>Rate</u> | Tax <u>Levy</u> | Secondary Assessed <u>Valuation</u> | Tax <u>Rate</u> | Tax <u>Levy</u> |
|-------------|---|--------------------|--------------------|---|--------------------|--------------------|
| 08-09 | \$ 2,956,557,356 | 1.1915 | \$ 35,225,387 | \$ 3,748,593,832 | 0.1394 | \$ 5,227,884 |
| 09-10 | 3,274,078,347 | 1.1250 | 36,833,381 | 3,824,935,514 | 0.1367 | 5,228,333 |
| 10-11 | 3,187,577,677 | 1.2046 | 38,397,561 | 3,350,111,921 | 0.1563 | 5,235,677 |
| 11-12 | 2,712,177,881 | 1.4274 | 38,714,700 | 2,753,690,772 | 0.1901 | 4,974,800 |
| 12-13 | 2,405,473,723 | 1.6725 | 40,231,600 | 2,414,825,073 | 0.2150 | 5,192,500 |
| 13-14 | 2,232,629,599 | 1.8241 | 40,725,900 | 2,279,676,521 | 0.2227 | 5,077,500 |
| 14-15 | 2,217,272,811 | 1.8606 | 41,253,800 | 2,267,389,484 | 0.2231 | 5,059,400 |
| 15-16 | 2,279,183,448 | 1.8721 | 42,667,700 | 2,279,183,448 | 0.2180 | 4,967,900 |
| 16-17 | 2,344,409,942 | 1.8439 | 43,228,500 | 2,344,409,942 | 0.2122 | 4,974,800 |
| 17-18 | 2,463,150,036 | 1.7827 | 43,910,500 | 2,463,150,036 | 0.2001 | 4,928,800 |



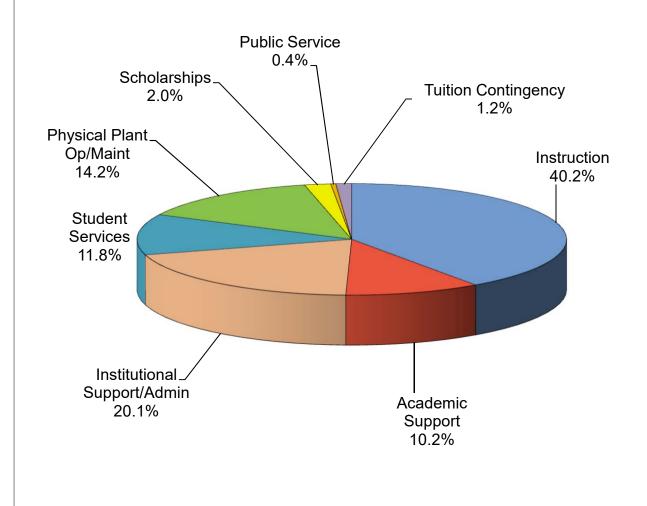
CURRENT FUNDS - UNRESTRICTED CASH BALANCE

| | | <u>Amount</u> |
|--|------------------|------------------|
| Unrestricted Cash Balance as of July 1, 2016 | | \$ 12,948,000 |
| Add: Estimated Revenues - FY2016-2017 | \$ 47,625,000 | |
| Less: Estimated Expenses - FY2016-2017 | (46,016,000) | |
| Less: Transfer to Plant Fund - Capital Projects Accumulation Account - FY2016-2017 | (4,500,000) | |
| Estimated Increase (Decrease) in Cash Balance FY2016-2017 | | (2,891,000) |
| Estimated Current Funds - Cash Balance June 30, 2017 | | 10,057,000 |
| Less: Governing Board Designated Minimum Amount for Financial Stability Policy | | (8,409,000) |
| Estimated Cash Balance in Excess of Required Reserves as of June 30, 2017 | | 1,648,000 |
| Add: Transfer from Restriced Fund - FY2017-2018 | \$ 100,000 | |
| Less: Auxiliary Fund - Amount Applied to FY2017-2018 Budget | (100,000) | |
| Less: Transfer to Plant Fund - FY2017-2018 | (1,000,000) | |
| Estimated Increase (Decrease) in Current Funds Unrestricted Cash Balance | | (1,000,000) |
| Estimated Current Funds - Unrestricted Cash Balance Available | | |
| to Provide Cash Flow for Operations at June 30, 2017 | | \$ 648,000 |

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT (YAVAPAI COLLEGE) FY2017-2018 BUDGET CURRENT GENERAL FUND - REVENUES AND OTHER ADDITIONS

| REVENUES | 2016-2017 BUDGET | 2017-2018 BUDGET | D | OLLAR (\$) | PERCENTAGE (%) DIFFERENCE |
|---|--|---|----|--|---|
| PROPERTY TAXES - PRIMARY Property Tax Contingency | \$ 34,538,200 (150,000) | \$ 35,620,000 (150,000) | \$ | 1,081,800 | 3.1% 0.0% |
| PROPERTY TAXES - PRIMARY | \$ 34,388,200 | \$ 35,470,000 | \$ | 1,081,800 | 3.1% |
| STATE APPROPRIATIONS Maintenance Support Sub-total State Appropriations | \$ 800,000 | \$ 640,000 640,000 | \$ | (160,000) | -20.0% -20.0% |
| TUITION & STUDENT FEES General Tuition Out-of-District Tuition Tuition - Noncredit Out-of-State Tuition Student Fees Tuition and Fee Remissions/Waivers | \$ 9,543,000 75,000 235,000 573,000 75,000 250,000 | \$ 9,440,000 100,000 265,000 615,000 76,500 250,000 | \$ | (103,000) 25,000 30,000 42,000 1,500 | -1.1% 33.3% 12.8% 7.3% 2.0% 0.0% |
| Sub-Total Tuition & Student Fees | \$ 10,751,000 | \$ 10,746,500 | \$ | (4,500) | 0.0% |
| OTHER SOURCES Investment Income Other | \$ 55,000 442,900 | \$ 45,000 416,500 | \$ | (10,000) (26,400) | -18.2% -6.0% |
| Sub-Total Other Sources | \$ 497,900 | \$ 461,500 | \$ | (36,400) | -7.3% |
| Gross Revenues | \$ 46,437,100 | \$ 47,318,000 | \$ | 880,900 | 1.9% |
| Unrestricted Fund Balance Applied to Budget | \$ 2,070,000 | \$ 900,000 | \$ | (1,170,000) | -56.5% |
| TRANSFERS IN/OUT | | | | | |
| Transfer from Restricted Fund | - | 100,000 | | 100,000 | 100.0% |
| Transfer to Auxiliary Fund | (906,500) | (1,269,700) | | (363,200) | 40.1% |
| Transfer to Retirement of Indebtedness Plant Fund | (1,439,600) | (1,440,300) | | (700) | 0.0% |
| Transfer from GF Fund Balance to Plant Fund | (2,000,000) | (1,000,000) | | 1,000,000 | -50.0% |
| TOTAL REVENUES AVAILABLE FOR EXPENDITURES | \$ 44,161,000 | \$ 44,608,000 | \$ | 447,000 | 1.0% |





CURRENT GENERAL FUND EXPENDITURES AND OTHER DEDUCTIONS

| EXPENDITURES | 2016-2017 BUDGET | 2017-2018 BUDGET | OLLAR (\$) FFERENCE | PERCENTAGE (%) DIFFERENCE |
|---|--|---|--|---|
| Current General Fund | | | | |
| Instruction Academic Support Institutional Support/Administration Student Services Physical Plant Operations/Maintenance Scholarships Public Service Tuition Contingency Prop 301 Labor Contingency | \$ 17,516,000 4,745,000 8,775,000 5,021,000 6,270,000 878,000 156,000 550,000 250,000 | \$ 17,947,000 4,552,000 8,945,000 5,260,000 6,328,000 877,000 169,000 530,000 | \$ 431,000 (193,000) 170,000 239,000 58,000 (1,000) 13,000 (20,000) (250,000) | 2.5% -4.1% 1.9% 4.8% 0.9% -0.1% 8.3% 0.0% -100.0% |
| TOTAL CURRENT GENERAL FUND BUDGET | \$ 44,161,000 | \$ 44,608,000 | \$ 447,000 | 1.0% |

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT (YAVAPAI COLLEGE) BUDGET FOR FY2017-2018 CURRENT AUXILIARY ENTERPRISES FUNDS

REVENUES AND OTHER ADDITIONS

| Revenues & Other Additions By Source | Budget <u>2016-2017</u> | | Budget 2017-2018 | | OLLAR (\$) FFERENCE | PERCENTAGE (%) DIFFERENCE |
|--|----------------------------|---|--|----|---|--|
| AUXILIARY ENTERPRISES Residence Halls and Summer Conferences Bookstore Rental and Commissions Food Services Sales Vending Edventures Winery - Tasting Room Family Enrichment Center Subtotal | \$ | 1,182,400 210,000 33,000 35,000 310,000 75,000 582,300 2,427,700 | \$ 1,250,600 185,000 33,000 40,000 280,000 100,000 579,300 2,467,900 | \$ | 68,200 (25,000) - 5,000 (30,000) 25,000 (3,000) 40,200 | 0.0% 14.3% -9.7% 33.3% -0.5% |
| <u>PUBLIC SERVICES</u> Community Events Regional Economic Development Center - Training Subtotal | \$ | 479,000 55,000 534,000 | \$ 463,800 55,000 518,800 | \$ | (15,200) - (15,200) | 0.0% |
| OTHER REVENUES Yavapai College Foundation Other Subtotal | \$ | 410,000 324,300 734,300 | \$ 438,000 244,600 682,600 | \$ | 28,000 (79,700) (51,700) | |
| Total Revenues & Other Additions | \$ | 3,696,000 | \$ 3,669,300 | \$ | (26,700) | -0.7% |
| UNRESTRICTED FUND BALANCE AT JULY 1 APPLIED TO BUDGET | | 100,000 | 100,000 | | - | 0.0% |
| TRANSFERS IN/OUT | | | | | | |
| Transfer in from General Fund Transfer to Retirement of Indebtedness Plant Fund - Revenue Bond P & I | \$ | 906,500 | \$ 1,269,700 | \$ | 363,200 (2,600) | 40.1% |
| TOTAL AVAILABLE FOR EXPENDITURES | \$ | 4,300,900 | \$ 4,634,800 | \$ | 333,900 | 7.8% |

CURRENT AUXILIARY FUNDS - EXPENDITURES AND OTHER DEDUCTIONS

| | Bud <u>2016-</u> | Budget 2017-2018 | | DOLLAR (\$) DIFFERENCE | | PERCENTAGE (%) <u>DIFFERENCE</u> | |
|--|---------------------|--------------------------------------|----|--|----|---|--|
| Instruction Student Services Auxiliary Enterprises Public Service Contingency | 6 1,5 8 | 71,900 16,000 28,700 19,000 | 1, | 99,600 689,200 541,200 974,500 100,000 | \$ | (72,300) 73,200 12,500 155,500 | -42.1% 11.9% 0.8% 19.0% 0.0% |
| Facilities & Administrative Allocation Expense TOTAL CURRENT AUXILIARY FUNDS BUDGET | | 65,300 | , | 230,300 | \$ | 165,000 | 15.5% 7.8% |

CURRENT RESTRICTED FUNDS - REVENUES AND OTHER ADDITIONS

| | Budget <u>2016-2017</u> | | Budget 2017-2018 | _ | OLLAR (\$) IFFERENCE | PERCENTAGE (%) <u>DIFFERENCE</u> |
|--|---|----|---|----|---|---|
| Revenues and Other Additions by Source | | | | | | |
| GIFTS, GRANTS, AND CONTRACTS | | | | | | |
| Federal Grants and Contracts U.S. DOE - TRIO Student Cluster U.S. DOE - Adult Education U.S. DOE - Financial Aid Cluster U.S. DOE - Vocational Education U.S. NSF - Technical Education U.S. Small Business Administration Other | \$ 951,500 167,900 9,828,100 175,000 350,000 112,000 220,500 | \$ | 983,000 277,700 9,058,200 175,000 292,500 112,000 355,400 | \$ | 31,500 109,800 (769,900) - (57,500) - 136,500 | 0.0% -16.4% 0.0% 61.9% |
| Subtotal | \$ 11,805,000 | \$ | 11,255,400 | \$ | (549,600) | -4.7% |
| State Grants and Contracts AZ DOE - Adult Education AZ DES - First Things First Other Subtotal | \$ 103,500 47,500 60,000 211,000 | \$ | 205,500 52,200 107,300 365,000 | \$ | 102,000 4,700 47,300 154,000 | 98.6% 9.9% 78.8% - 73.0% |
| Private Gifts, Grants and Contracts Bernard Osher Foundation Yavapai College Foundation Freeport-McMoRan Maricopa Community College Foundation - STEM Other Subtotal | \$ 105,000 369,500 92,000 100,000 116,500 783,000 | \$ | 105,000 485,000 92,000 50,000 124,000 856,000 | \$ | 115,500 - (50,000) 7,500 73,000 | 0.0% 31.3% 0.0% -50.0% - 6.4% 9.3% |
| OTHER REVENUES AND ADDITIONS Prop. 301 Sales Tax Revenues State Appropriation - STEM Workforce Programs Subtotal | \$ 675,000 774,400 1,449,400 | \$ | 700,000 639,100 1,339,100 | \$ | 25,000 (135,300) (110,300) | |
| Total Revenues & Other Additions | \$ 14,248,400 | \$ | 13,815,500 | \$ | (432,900) | -3.0% |
| TRANSFERS IN/OUT | | | | | | |
| RESTRICTED FUND BALANCE AT JULY 1 APPLIED TO BUDGET | 27,000 | | 125,000 | | 98,000 | 363.0% |
| Transfer to General Fund | - | | (100,000) | | (100,000) | 100.0% |
| TOTAL AVAILABLE FOR EXPENDITURES | \$ 14,275,400 | \$ | 13,840,500 | \$ | (334,900) | -2.3% |

CURRENT RESTRICTED FUNDS - EXPENDITURES AND OTHER DEDUCTIONS

| CURRENT RESTRICTED FUND (Note 1) Instruction \$ 2,814,600 \$ 2,791,500 \$ (23,100) -0.8% Academic Support 2,000 - (2,000) -100.0% Student Services 1,144,200 1,372,500 228,300 20.0% Scholarships 10,202,600 9,510,500 (692,100) -6.8% Public Service 112,000 166,000 54,000 48.2% TOTAL EXPENDITURES AND OTHER DEDUCTIONS OF CURRENT RESTRICTED FUNDS \$ 14,275,400 \$ 13,840,500 \$ (434,900) -3.0% | | Budget 2016-2017 | 2 | Budget 2017-2018 | OLLAR (\$) FFERENCE | PERCENTAGE (%) DIFFERENCE |
|--|----------------------------------|---------------------|----|---------------------|----------------------------|---------------------------------|
| Academic Support 2,000 - (2,000) -100.0% Student Services 1,144,200 1,372,500 228,300 20.0% Scholarships 10,202,600 9,510,500 (692,100) -6.8% Public Service 112,000 166,000 54,000 48.2% TOTAL EXPENDITURES AND OTHER DEDUCTIONS OF CURRENT RESTRICTED DEDUCTIONS OF CURRENT RESTRICTED - - (2,000) -100.0% | CURRENT RESTRICTED FUND (Note 1) | | | | | |
| Student Services 1,144,200 1,372,500 228,300 20.0% Scholarships 10,202,600 9,510,500 (692,100) -6.8% Public Service 112,000 166,000 54,000 48.2% TOTAL EXPENDITURES AND OTHER DEDUCTIONS OF CURRENT RESTRICTED DEDUCTIONS OF CURRENT RESTRICTED 10,202,600 1,372,500 (692,100) -6.8% | Instruction | \$ 2,814,600 | \$ | 2,791,500 | \$ (23,100) | -0.8% |
| Scholarships 10,202,600 9,510,500 (692,100) -6.8% Public Service 112,000 166,000 54,000 48.2% TOTAL EXPENDITURES AND OTHER DEDUCTIONS OF CURRENT RESTRICTED DEDUCTIONS OF CURRENT RESTRICTED 10,202,600 9,510,500 (692,100) -6.8% | Academic Support | 2,000 | | - | (2,000) | -100.0% |
| Public Service 112,000 166,000 54,000 48.2% TOTAL EXPENDITURES AND OTHER DEDUCTIONS OF CURRENT RESTRICTED | Student Services | 1,144,200 | | 1,372,500 | 228,300 | 20.0% |
| TOTAL EXPENDITURES AND OTHER DEDUCTIONS OF CURRENT RESTRICTED | Scholarships | 10,202,600 | | 9,510,500 | (692,100) | -6.8% |
| DEDUCTIONS OF CURRENT RESTRICTED | Public Service | 112,000 | | 166,000 | 54,000 | 48.2% |
| FUNDS \$ 14,275,400 \$ 13,840,500 \$ (434,900) -3.0% | | | | | | |
| | FUNDS | \$ 14,275,400 | \$ | 13,840,500 | \$ (434,900) | -3.0% |

Note 1: Restricted Fund expended only to the extent that Grants and Gifts are received.

UNEXPENDED PLANT FUND - CASH BALANCE

| | | <u>Amount</u> |
|---|-------------------|------------------|
| Cash Balance as of July 1, 2016 | | \$ 11,444,600 |
| Add: Estimated Revenues - FY2016 - 2017 | \$ 8,784,000 | |
| Less: Estimated Expenses - FY2016 - 2017 | (15,499,000) | |
| Add: Transfer from General Fund - FY2016 - 2017 | 4,500,000 | |
| Estimated Increase (Decrease) in Cash Balance - FY2016 - 2017 | | (2,215,000) |
| Estimated Cash Balance as of June 30, 2017 | | \$ 9,229,600 |
| Less: Amount Applied to FY2017-2018 Budget | \$ (1,681,000) | - |
| Less: Estimated Balance in Capital Accumulation Account | (6,000,000) | |
| Cash Balance Reserved for Capital Projects | | (7,681,000) |
| Estimated Cash Balance Available/Reserves as of July 1, 2017 | | \$ 1,548,600 |

UNEXPENDED PLANT FUND - REVENUES AND OTHER ADDITIONS

| | Budget 2016-2017 | Budget 2017-2018 | DOLLAR (\$) DIFFERENCE | PERCENTAGE (%) <u>DIFFERENCE</u> |
|---|---|---|-------------------------------------|--|
| Revenues and Other Additions By Source | | | | |
| Recurring Primary Levy - Capital Property Tax Contingency Investment Income Other | \$ 8,690,300 (45,000) 15,000 20,000 | \$ 8,290,500 (45,000) 25,000 20,000 | \$ (399,800) - 10,000 - | -4.6% 0.0% 66.7% 0.0% |
| Non-Recurring Yavapai College Foundation Donation | 50,000 | | (50,000) | -100.0% |
| Total Revenues | \$ 8,730,300 | \$ 8,290,500 | \$ (439,800) | -5.0% |
| Fund Balance Applied to Budget | 918,100 | 1,681,000 | 762,900 | 83.1% |
| TRANSFERS IN/OUT | | | | |
| Transfer in from General Fund | 2,000,000 | 1,000,000 | (1,000,000) | -50.0% |
| AMOUNT AVAILABLE FOR EXPENDITURES - UNEXPENDED PLANT FUND | \$ 11,648,400 | \$ 10,971,500 | \$ (676,900) | -5.8% |

UNEXPENDED PLANT FUND - EXPENDITURES AND OTHER DEDUCTIONS

| UNEXPENDED PLANT FUND | <u> </u> | Budget 2016-2017 | Budget 2017-2018 | DOLLAR (\$) DIFFERENCE | PERCENTAGE (%) <u>DIFFERENCE</u> |
|--|----------|----------------------|----------------------|---------------------------|--|
| Buildings/Infrastructure | | | | | |
| Preventative Maintenance | \$ | 3,028,000 | \$ 3,674,000 | \$ 646,000 | 21.3% |
| Unplanned Maintenance Capital Improvement Projects (CIP) | | 400,000 5,549,300 | 250,000 4,208,800 | (150,000) (1,340,500) | -37.5% -24.2% |
| | | 3,347,300 | 1,200,000 | (1,010,000) | 24.270 |
| Equipment Equipment | | 2.072.400 | 2.240.000 | 167,600 | 8.1% |
| Furniture and Fixtures | | 250,000 | 250,000 | - | 0.0% |
| Library Books | | 98,700 | 98,700 | - | 0.0% |
| Contingency | | | | | |
| Capital Contingency | | 250,000 | 250,000 | | 0.0% |
| TOTAL EXPENDITURES - UNEXPENDED | | | | | |
| PLANT FUNDS | \$ | 11,648,400 | \$ 10,971,500 | \$ (676,900) | -5.8% |

RETIREMENT OF INDEBTEDNESS PLANT FUND REVENUES AND OTHER ADDITIONS

| | Budget <u>2016-2017</u> | Budget <u>2017-2018</u> | DOLLAR (\$) DIFFERENCE | PERCENTAGE (%) <u>DIFFERENCE</u> |
|--|------------------------------------|------------------------------------|---------------------------|--|
| RETIREMENT OF INDEBTEDNESS | | | | |
| Secondary Tax Levy Property Tax Contingency Interest Income | \$ 4,974,800 (30,000) 10,000 | \$ 4,928,800 (30,000) 10,000 | \$ (46,000) | -0.9% 0.0% 0.0% |
| TOTAL RETIREMENT OF INDEBTEDNESS REVENUES | \$ 4,954,800 | \$ 4,908,800 | \$ (46,000) | -0.9% |
| FUND BALANCE AT JULY 1 APPLIED TO BUDGET | \$ 100,000 | \$ 150,000 | \$ 50,000 | 50.0% |
| TRANSFERS IN/OUT | | | | |
| Transfer in from General Fund - Pledged Revenue Obligations P & I Transfer in from Auxiliary Fund - Revenue Bond P & I | 1,439,600 401,600 | 1,440,300 404,200 | 700 2,600 | 0.0% 0.6% |
| TOTAL AMOUNT AVAILABLE FOR RETIREMENT OF REVENUE & PLEDGED REVENUE BONDS | \$ 1,841,200 | \$ 1,844,500 | \$ 3,300 | 0.0% |
| TOTAL AVAILABLE FOR EXPENDITURES - RETIREMENT OF INDEBTEDNESS | \$ 6,896,000 | \$ 6,903,300 | \$ 7,300 | 0.1% |

RETIREMENT OF INDEBTEDNESS PLANT FUND EXPENDITURES AND OTHER DEDUCTIONS

| | Final <u>Maturity</u> | <u>2</u> | Budget 2016-2017 | <u>2</u> | Budget 017-2018 | _ | DLLAR (\$) FFERENCE | PERCENTAGE (%) DIFFERENCE |
|---|--------------------------|----------|---------------------|----------|--------------------|----|------------------------|---------------------------------|
| RETIREMENT OF INDEBTEDNESS | | | | | | | | |
| Retirement of Indebtedness (Principal) | | | | | | | | |
| General Obligation Bonds - 2012 Refunding | 7/1/2024 | \$ | 3,290,000 | \$ | 3,510,000 | \$ | 220,000 | 6.7% |
| General Obligation Bonds - 2011 Refunding | 7/1/2021 | | 1,005,000 | | 885,000 | | (120,000) | -11.9% |
| Total General Obligation Bonds | | | 4,295,000 | | 4,395,000 | | 100,000 | 2.3% |
| Pledged Revenue Obligations | 7/1/2025 | | 1,025,000 | | 1,070,000 | | 45,000 | 4.4% |
| Revenue Bonds | 7/1/2028 | | 300,000 | | 310,000 | | 10,000 | 3.3% |
| Sub-total Retirement of Indebtedness | | \$ | 5,620,000 | \$ | 5,775,000 | \$ | 155,000 | 2.8% |
| Interest on Indebtedness | | | | | | | | |
| General Obligation Bonds - 2012 Refunding | | \$ | 617,600 | \$ | 551,800 | \$ | (65,800) | -10.7% |
| General Obligation Bonds - 2011 Refunding | | | 139,200 | | 109,000 | | (30,200) | -21.7% |
| Total General Obligation Bonds | | | 756,800 | | 660,800 | | (96,000) | -12.7% |
| Pledged Revenue Obligations | | | 414,600 | | 370,300 | | (44,300) | -10.7% |
| Revenue Bonds | | | 101,600 | | 94,200 | | (7,400) | -7.3% |
| Sub-total Interest on Indebtedness | | \$ | 1,273,000 | \$ | 1,125,300 | \$ | (147,700) | -11.6% |
| Bank Fees | | | 3,000 | | 3,000 | | - | 0.0% |
| TOTAL EXPENDITURES AND OTHER DEDUCTIONS - | | | | | | | | |
| RETIREMENT OF INDEBTEDNESS | | \$ | 6,896,000 | \$ | 6,903,300 | \$ | 7,300 | 0.1% |

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT (YAVAPAI COLLEGE) BUDGET FOR FY2017-2018 EXPENDITURE LIMITATION COMPLIANCE

| | | rent Funds | | | Plant F | - | | |
|--|------------------------|------------------------|----|--|------------------------|-----------------------------------|----|---|
| | Unrestr General | Auxiliary | = | Restricted | Plant | Debt | | TOTAL |
| PROJECTED BUDGET EXPENDITURES (see below) | \$ 43,708,000 | 4,484,800 | \$ | 13,840,500 | \$ 10,621,500 | \$ 6,903,300 | \$ | 79,558,100 |
| LESS EXCLUSIONS DEBT SERVICE/BONDED INDEBTEDNESS DIVIDENDS, INTEREST AND GAIN ON SALE GRANTS & AID FROM FEDERAL GOVERNMENT GRANTS, ETC. FROM PRIVATE AGENCY PROP. 301 FUNDS AMOUNTS ACCUMULATED TO PURCHASE LAND | 45,000 - - - | - - - 438,000 | | - - 11,255,400 856,000 700,000 | 25,000 - - - | 6,900,300 3,000 - - - | | 6,900,300 73,000 11,255,400 1,294,000 700,000 |
| AND CAPITAL TUITION AND FEES PRIOR YEARS CARRY FORWARD USED | - 10,746,500 - | - 859,300 - | | - - - | 4,165,900 - - | - - - | | 4,165,900 11,605,800 - |
| TOTAL EXCLUSIONS | \$ 10,791,500 | \$ 1,297,300 | \$ | 12,811,400 | \$ 4,190,900 | \$ 6,903,300 | \$ | 35,994,400 |
| BUDGET EXPENDITURES SUBJECT TO LIMIT | \$ 32,916,500 | \$ 3,187,500 | \$ | 1,029,100 | \$ 6,430,600 | \$ - | \$ | 43,563,700 |
| BUDGETED EXPENDITURE LIMITATION AS CALCULATED BY THE ECONOMIC ESTIMATES COMMISSION | | | | | | | \$ | 45,586,098 |
| AMOUNT (OVER) UNDER LIMITATION | | | | | | | \$ | 2,022,398 |
| PRIOR YEARS CARRY FORWARD AVAILABLE FOR USE: | | | | | | | | |
| Balance after Use for FY2015-2016 Actual | \$ 9,992,300 | \$ - | \$ | 419,600 | \$ 11,280,500 | \$ - | \$ | 21,692,400 |
| BUDGETED EXPENDITURES Less: Budgeted Items Not Expected to be Spent: | \$ 44,608,000 | \$ 4,634,800 | \$ | 13,840,500 | \$ 10,971,500 | \$ 6,903,300 | \$ | 80,958,100 |
| Contingencies Allowance for Unexpended Appropriations | - 900,000 | 100,000 50,000 | | - | 250,000 100,000 | - | | 350,000 1,050,000 |
| Total adjustments | \$ 900,000 | \$ 150,000 | \$ | - | \$ 350,000 | \$ - | \$ | 1,400,000 |
| BUDGETED EXPENDITURES FOR EXPENDITURE LIMITATION | \$ 43,708,000 | \$ 4,484,800 | \$ | 13,840,500 | \$ 10,621,500 | \$ 6,903,300 | \$ | 79,558,100 |

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT (YAVAPAI COLLEGE) BUDGET FOR FY2017-2018 FIVE-YEAR PROJECTIONS OF REVENUES AND EXPENDITURES

| <u>Revenues</u> | <u>F</u> | FY 2017-18 | <u>F</u> | <u>Y 2018-19</u> | • | FY 2019-20 | <u>I</u> | FY 2020-21 | | FY 2021-22 |
|---|----------|--|----------|--|----|--|----------|--|----|--|
| Property Taxes - Primary Property Taxes - Secondary General Fund - Tuition and Fees State Appropriations Federal Grants and Contracts State Grants and Contracts State Workforce Development Funds Investment Income Sales and Services | \$ | 43,715,500 4,898,800 11,081,500 1,279,100 11,255,400 365,000 700,000 80,000 3,312,800 | \$ | 44,808,388 4,889,002 11,524,760 1,279,100 11,480,508 368,650 707,000 81,600 3,395,620 | \$ | 45,928,598 4,879,224 11,985,750 1,279,100 11,710,118 372,337 714,070 83,232 3,480,511 | \$ | 47,076,813 4,869,466 12,465,180 1,279,100 11,944,320 376,060 - 84,897 3,567,524 | \$ | 48,253,733 4,344,727 12,963,787 1,279,100 12,183,206 379,821 - 86,595 3,656,712 |
| Sales and Services Private Gifts, Grants and Contracts Capital Projects Accumulation Account Other (Fund Balance and Miscellaneous) Total Revenues | \$ | 1,294,000 1,681,000 1,295,000 80,958,100 | \$ | 1,294,000 4,650,031 200,000 84,678,659 | \$ | 3,480,511 1,294,000 5,576,055 204,000 87,506,995 | \$ | 3,567,524 1,294,000 5,313,965 208,080 88,479,405 | \$ | 3,656,712 1,294,000 7,484,947 212,242 92,138,870 |
| Expenditures | | | | | | | | | | |
| General Fund Auxiliary Fund Restricted Fund Plant Fund - Operations Plant Fund - Building Maintenance Program Plant Fund - Equipment Replacement Program Plant Fund - Capital Improvement Plan Debt Service Fund Total Expenditures | \$ | 44,608,000 4,634,800 13,840,500 598,700 3,924,000 2,240,000 4,208,800 6,903,300 80,958,100 | \$ | 46,615,360 4,704,322 14,117,310 610,674 3,924,000 2,084,500 5,733,000 6,889,493 84,678,659 | \$ | 48,713,051 4,774,887 14,399,656 622,887 3,924,000 2,237,400 5,959,400 6,875,714 87,506,995 | \$ | 50,905,138 4,846,510 14,687,649 635,345 3,924,000 2,623,800 3,995,000 6,861,963 88,479,405 | \$ | 53,195,869 4,919,208 14,981,402 648,052 3,924,000 2,344,100 5,793,000 6,333,239 92,138,870 |
| Favorable/(Unfavorable) | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |

Assumptions: Primary property tax levy - 1.0% levy increases on average plus an additional 1.5% increases from new construction. Tuition and fees - 1.0% enrollment growth and 3.0% price increases.

General Fund expenditures - 3.0% to 4.0% for increases in health insurance, retirement, commodities, contracted services, utilities and salaries plus an additional 1.0% for strategic initiatives.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT (YAVAPAI COLLEGE) BUDGET FOR FY2017-2018 FIVE-YEAR PROJECTIONS OF EXPENDITURE LIMITATION COMPLIANCE

| | <u> </u> | Y 2017-18 | <u> </u> | FY 2018-19 | <u> </u> | FY 2019-20 | 1 | FY 2020-21 | <u>I</u> | FY 2021-22 |
|--|----------|---|----------|---|----------|---|----|---|----------|---|
| Expenditures | | | | | | | | | | |
| General Fund Auxiliary Fund Restricted Fund Plant Fund - Operations Plant Fund - Building Maintenance Program Plant Fund - Equipment Replacement Program Plant Fund - Capital Improvement Plan CIP - Future Projects | \$ | 44,608,000 4,634,800 13,840,500 598,700 3,924,000 2,240,000 4,208,800 | \$ | 46,615,360 4,704,322 14,117,310 610,674 3,924,000 2,084,500 5,733,000 | \$ | 48,713,051 4,774,887 14,399,656 622,887 3,924,000 2,237,400 5,959,400 | \$ | 50,905,138 4,846,510 14,687,649 635,345 3,924,000 2,623,800 3,995,000 | \$ | 53,195,869 4,919,208 14,981,402 648,052 3,924,000 2,344,100 5,793,000 |
| Debt Service Fund Contingencies Not Expected to be Expended Total Adjusted Expenditures | \$ | 6,903,300 (350,000) (1,050,000) 79,558,100 | \$ | 6,889,493 (350,000) (997,500) 83,331,159 | \$ | 6,875,714 (350,000) (947,625) 86,209,370 | \$ | 6,861,963 (350,000) (900,244) 87,229,161 | \$ | 6,333,239 (350,000) (855,232) 90,933,638 |
| <u>Exclusions</u> | | | | | | | | | | |
| Bond Debt Service Payments Interest Income Federal Grants Gifts from Private Agencies Amounts Accumulated - Capital Tuition & Fees Prop 301 Funds Prior Years Carryforward Used | \$ | 6,900,300 73,000 11,255,400 1,294,000 4,165,900 11,605,800 700,000 | \$ | 6,889,493 81,600 11,480,508 1,294,000 6,300,000 11,524,760 707,000 | \$ | 6,875,714 83,232 11,710,118 1,294,000 7,245,000 11,985,750 714,070 | \$ | 6,861,963 84,897 11,944,320 1,294,000 8,331,750 12,465,180 | \$ | 6,333,239 86,595 12,183,206 1,294,000 9,581,513 12,963,787 |
| Total Revenues | \$ | 35,994,400 | \$ | 38,277,361 | \$ | 39,907,884 | \$ | 40,982,110 | \$ | 43,642,340 |
| Expenditures Subject to Limitation | \$ | 43,563,700 | \$ | 45,053,798 | \$ | 46,301,486 | \$ | 46,247,051 | \$ | 47,291,299 |
| Estimated Expenditure Limitation | | 45,586,098 | | 46,041,959 | | 46,502,379 | | 46,967,403 | | 47,437,077 |
| Favorable/(Unfavorable) | \$ | 2,022,398 | \$ | 988,161 | \$ | 200,893 | \$ | 720,352 | \$ | 145,779 |
| FTSE @ 1% Growth-per-Year | | 3,479 | | 3,514 | | 3,549 | | 3,584 | | 3,620 |

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT (YAVAPAI COLLEGE) BUDGET FOR FY2017-2018 FIVE-YEAR CAPITAL IMPROVEMENT PLAN

| Capital Improvement Projects - Description | F | Y 2017-18 | F | Y 2018-19 | F` | Y 2019-20 | F` | Y 2020-21 | F | Y 2021-22 |
|---|----|-------------|----|-------------|----|-------------|----|-----------|----|-----------|
| | | | | | | | | | | |
| Prescott - Building 1 - Visual Arts Phase 2 | | 304,500 | | = | | = | | = | | - |
| Prescott - Building 15 Art/Music Design, Const. & FF&E - Renovation | | 1,692,400 | | - | | - | | - | | - |
| Prescott Valley - Renovation Design, Construction & FF&E (2nd half) | | 1,086,000 | | - | | _ | | - | | - |
| Prescott Valley - Land (Adjacent to Bldg 40) | | 460,000 | | - | | - | | - | | - |
| Sedona - Renovation Design, Construction & FF&E (2nd half) | | 1,345,000 | | - | | - | | - | | - |
| CTEC - Additional Parking | | - | | 240,000 | | 177,000 | | - | | - |
| CTEC - Food Services Area | | = | | 250,000 | | 150,000 | | = | | = |
| Prescott - Building 1 - TRIO/VUB Relocation | | = | | 362,000 | | 100,000 | | = | | = |
| Prescott - Building 3 - Renovate Space for NARTA | | = | | 1,000,000 | | 500,000 | | = | | = |
| Prescott - Building 19 Library Design, Const. & FF&E - Renovation | | = | | 250,000 | | = | | = | | 3,481,500 |
| Prescott - Multi-use Field Design & Construction | | - | | 105,000 | | 1,532,400 | | 1,245,000 | | - |
| Prescott - Surface Lot Construction | | - | | 216,000 | | 1,000,000 | | - | | - |
| Prescott - Event Center Design & Construction | | - | | - | | - | | 2,750,000 | | 2,311,500 |
| Prescott Valley - Bldg-40 Second Floor Expansion & Rotunda | | 180,000 | | 1,620,000 | | - | | - | | - |
| Verde - Building L Design, Const. & FF&E - Renovation | | - | | 1,300,000 | | 2,500,000 | | - | | - |
| Open Space Improvements - Design & Construction | | 320,000 | | 300,000 | | = | | - | | - |
| On Campus Signage | | 160,000 | | 90,000 | | = | | - | | - |
| Transfer of Expenses to Restricted Fund - STEM Funding & Prop. 301 Sales Tax Revenues | \$ | (1,339,100) | \$ | (1,339,100) | \$ | (1,339,100) | \$ | (715,000) | \$ | (715,000) |
| Total Capital Projects | \$ | 4,208,800 | \$ | 4,393,900 | \$ | 4,620,300 | \$ | 3,280,000 | \$ | 5,078,000 |
| Revenue Sources | | | | | | | | | | |
| Investment Income | \$ | 25.000 | \$ | 25.000 | \$ | 25,000 | \$ | 25.000 | \$ | 25.000 |
| Capital Project Accum. Account | Ψ | 4,183,800 | Ψ | 4,118,900 | Ψ | 4,345,300 | Ψ | 3,005,000 | Ψ | 5,053,000 |
| YC Foundation - Multi-use Field | | - | | 250,000 | | 250,000 | | 250,000 | | - |
| Total Revenues | \$ | 4,208,800 | \$ | 4,393,900 | \$ | 4,620,300 | \$ | 3,280,000 | \$ | 5,078,000 |
| Excess/(Needed Capital) | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| | | | | | | | | | | |

Note: Detailed explanations of new projects scheduled for FY2017-18 and FY2018-19 can be referenced on the next page.

Key:

Green = Continuing Projects Approved in prior years.

Red = Projects to be Approved in years 2017-18 and 2018-19.

Black = Future Projects

Purple = Newly identified project

FY17-18 Capital Improvement Plan Budget Rationale

March 2017

1 Prescott Valley Center

In FY2015-16, The District decided to renovate the Prescott Valley Center as well as a portion of Building 2 on the Prescott Campus. The Prescott Valley Center will provide needed space to accommodate the Allied Health programs and Mountain Institute JTED health occupation programs. This investment will extend the useful life of the facility and delay our need to build a new campus. As the youngest and fastest growing community in Yavapai County, YC still believes additional space is needed in PV; however, we have reduced the scope of the expansion to 50,000 ft rather than 136,000 ft as originally envisioned. Prescott Valley is still envisioned as the primary hub of Allied Health programs (except Nursing). This project supports DGB End 1: Education.

YAVAPAI COMMUNITY COLLEGE DISTRICT (YAVAPAI COLLEGE) BUDGET FOR FY2017-2018 FIVE-YEAR BUILDINGS AND GROUNDS PREVENTATIVE MAINTENANCE PLAN

| | <u>F`</u> | <u> 2017-18</u> | <u>E`</u> | Y 2018-19 | <u>F</u> | <u>Y 2019-20</u> | <u>E`</u> | <u>Y 2020-21</u> | <u>F</u> | Y 2021-22 |
|--------------------------------------|-----------|-----------------|-----------|-----------|----------|------------------|-----------|------------------|----------|-----------|
| Unplanned Maintenance | \$ | 250,000 | \$ | 250,000 | \$ | 250,000 | \$ | 250,000 | \$ | 250,000 |
| Preventative Maintenance by Category | | | | | | | | | | |
| Site | | 1,210,000 | | 1,114,000 | | 1,039,000 | | 864,000 | | 689,000 |
| Architecture | | 1,250,000 | | 1,600,000 | | 1,725,000 | | 1,900,000 | | 2,075,000 |
| Mechanical | | 500,000 | | 500,000 | | 500,000 | | 500,000 | | 500,000 |
| Plumbing | | 60,000 | | 60,000 | | 60,000 | | 60,000 | | 60,000 |
| Electrical | | 450,000 | | 200,000 | | 200,000 | | 200,000 | | 200,000 |
| Technology | | 200,000 | | 200,000 | | 150,000 | | 150,000 | | 150,000 |
| Life Safety | | 4,000 | | - | | - | | - | | - |
| Preventative Maintenance Total | \$ | 3,674,000 | \$ | 3,674,000 | \$ | 3,674,000 | \$ | 3,674,000 | \$ | 3,674,000 |
| TOTAL MAINTENANCE | \$ | 3,924,000 | \$ | 3,924,000 | \$ | 3,924,000 | \$ | 3,924,000 | \$ | 3,924,000 |

Planned Preventative Maintenance by Project FY 2017-18 Career & Technical Education Center 31,500 Various Maintenance Projects Chino Valley Agribusiness & Science 55,000 Various Maintenance Projects Prescott Campus, Bldg-01 150,000 PR Bldg 1 Roof (phase 2) Prescott Campus, Bldg-01 82,500 Chiller Demo/Salvage 275,000 PR Bldg 3 Breeze Way Prescott Campus, Bldg-03 330,000 PR Bldg 03 Roof Prescott Campus, Bldg-03 Prescott Campus, Bldg-04 275,000 PR Bldg 4 Breeze Way Prescott Campus, Bldg-15 600,000 PR Bldg 15 Renovations (phase 2) Prescott Campus, Bldg-15 110,000 PR Bldg 15 Roof Prescott Campus, Lots D & E 100,000 Reconfiguration & Paving Prescott Campus, Site 300,000 PR Water Line Replacement (phase 2) Prescott Campus, Site 825,000 PR Baseball Field Flood Control (phase 1) Prescott Valley Campus, Bldg-40 440,000 PV Bldg 40 Roof Replacement - old section Verde Campus 100,000 Bldg L Drainage & Other Maintenance Projects \$ 3,674,000 Preventative Maintenance Total

YAVAPAI COMMUNITY COLLEGE DISTRICT (YAVAPAI COLLEGE) BUDGET FOR FY2017-2018 FIVE YEAR EQUIPMENT REPLACEMENT PLAN

| <u>Department</u> | FY | <u>′ 2017-18</u> | <u>F</u> | Y 2018-19 | <u>F</u> | Y 2019-20 | <u>E`</u> | <u>Y 2020-21</u> | <u>F`</u> | Y 2021-22 |
|--|----|------------------|----------|-----------|----------|-----------|-----------|------------------|-----------|-----------|
| Career & Technical Education | \$ | 153,740 | \$ | 152,200 | \$ | 211,551 | \$ | 187,734 | \$ | 276,700 |
| Arts & Humanities | | 55,250 | | 96,400 | | 67,000 | | 16,165 | | 124,640 |
| Sciences, Nursing, Allied Health, HPER & Athletics | | 124,900 | | 169,356 | | 109,425 | | 195,975 | | 148,100 |
| Public Safety | | 70,500 | | 53,100 | | 338,578 | | 362,046 | | 60,400 |
| Digital Media & Viticulture | | 18,600 | | 19,558 | | 20,536 | | 21,567 | | 21,604 |
| Computer Technologies and Instructional Support | | 48,800 | | 37,480 | | 16,200 | | 5,085 | | 4,100 |
| Information Technology Services | | 1,244,200 | | 896,731 | | 946,510 | | 1,415,003 | | 1,117,556 |
| Business Services | | 96,000 | | 102,000 | | 90,000 | | 90,000 | | 95,000 |
| Facilities - All | | 240,000 | | 236,500 | | 233,000 | | 234,500 | | 231,000 |
| Campus Safety | | 100,000 | | 50,000 | | 50,000 | | 50,000 | | 50,000 |
| Marketing | | 5,000 | | = | | 3,000 | | = | | 5,000 |
| Auxiliary Enterprises | | 83,010 | | 271,175 | | 151,600 | | 45,725 | | 210,000 |
| Total Equipment | \$ | 2,240,000 | \$ | 2,084,500 | \$ | 2,237,400 | \$ | 2,623,800 | \$ | 2,344,100 |

Presenter: Ray Sigafoos Start Time: 4:18 PM Item No: 35

Proposed By: Ray Sigafoos Time Req: 0

Proposed: 9/27/2016 **Item Type**: Heading

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: OWNERSHIP LINKAGE (CONTINUED) - HEADING

Details:

Attachments : No Attachments

Presenter: Ray Sigafoos Start Time: 4:18 PM Item No: 36

Proposed By: Ray Sigafoos **Time Req:** 10

Proposed: 3/1/2017 **Item Type**: Discussion

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.2.1 | And its Ownership Linkage shall be the link between the organization and its owners, who are residents of Yavapai County and those who are affected by Yavapai College. | 560671 |

Description: 2016-2017 Ownership Linkage Plan - Survey Questions - INFORMATION,

DISCUSSION, AND/OR DECISION

Details: Dr. Clint Ewell, Vice President for Finance and Administrative Services, will

present a proposed District Governing Board Ownership Survey. The survey is conducted every three years as part of the Board's Ownership

Linkage Plan to provide ownership feedback/input.

Attachments:

| Title | Created | Filename |
|----------------------|--------------|----------------------|
| Survey Questions.pdf | Apr 13, 2017 | Survey Questions.pdf |

Community Ends Survey Questions

1. Support for Ends

- Yavapai College should help job seekers acquire the qualifications, skills and knowledge needed to obtain a job or to progress in their career
- b) In addition to awarding certificates and degrees, Yavapai College should prepare students to be successful at their next school should the students decide to pursue additional academic credentials
- Yavapai College should provide affordable access to a variety of high-quality learning opportunities to people of all ages for personal enrichment
- d) Yavapai College should use its educational resources to help attract new business to Yavapai County.
- e) Yavapai College should enhance residents' access to a vibrant social and cultural life
- f) In addition to Education, Economic Development, and Cultural Activities, please tell us if there are any other goals the college should be pursuing

2. Demographics

- a) Gender
- b) Your age category
- c) I have lived in Yavapai County for
- d) Residency: Please indicate the zip code of your current residence
- e) Other associations with Yavapai College (please explain below)
- 3. Participation in & Satisfaction with YC Services
 - a) In the past 3 years, I, or one of my family members, have participated in one of the following YC programs, services, or activities
 - b) For "yes" responses to the previous question, please explain your level of satisfaction with any of the activities listed above which you have participated in the past 3 years
- 4. Progress Toward Vision: Yavapai College is making Yavapai County a better place to learn, to work, and to live
- 5. Please tell us if there is anything we could do better

Presenter: Ray Sigafoos Start Time: 4:28 PM Item No: 37

Proposed By: Ray Sigafoos **Time Req:** 5

Proposed: 9/27/2016 **Item Type**: Information Item

| Policy No. | Description | Ref No |
|------------|--|--------|
| 3.5.5 | All Board liaisons are appointed by the Board Chair annually. The role of a Board liaison is to serve as a communication representative between the Board and committee. The Board liaison serves as the point of contact for information review, input, and approval prior to Board receipt. Board liaisons attend and participate in all meetings and conference calls of their assigned committees. Board liaisons should provide advice and input to their assigned committees, especially in terms of Board policies. Upon request, Board liaisons provide written or oral reports on the progress of their assigned committees. The positions are: | 560681 |
| | 1) Foundation Liaison 2) AADGB Representative 3) Board Spokesperson | |

Description : Reports from Board Liaisons - Board Spokesperson; Arizona Association

for District Governing Boards (AADGB) and Yavapai College Foundation -

INFORMATION AND/OR DISCUSSION

Details: Board Spokesperson - Ray Sigafoos

Arizona Associaton for District Governing Boards (AADGB) - Deb

McCasland and Dr. Connie Harris

Yavapai College Foundation - Dr. Patricia McCarver and Steve Irwin

Attachments:

No Attachments

Presenter: Ray Sigafoos Start Time: 4:33 PM Item No: 38

Proposed By: Ray Sigafoos **Time Req:** 0

Proposed: 9/27/2016 **Item Type**: Heading

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: OTHER INFORMATION - HEADING

Details:

Attachments:
No Attachments

Presenter: Ray Sigafoos Start Time: 4:33 PM Item No: 39

Proposed By: Ray Sigafoos **Time Req:** 5

Proposed: 9/27/2016 **Item Type**: Decision Item

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: District Governing Board Dates and Places of Future Meetings -

INFORMATION, DISCUSSION AND/OR DECISION

Details: Board members will review dates and places of the 47th Annual

Commencement Ceremonies along with future events/meetings.

Verde Valley Campus Commencement - Friday, May 5, 2017 at 6:00 p.m. - Mabery Pavilion

Prescott Campus Commencement - Saturday, May 6, 2017 at 6:00 p.m. -

Performing Arts Center

Nursing Pinning Ceremony, Prescott - Saturday, May 6, 2017 at 1:00 p.m.

- Performing Arts Center

Northern AZ Regional Training Academy (NARTA) - Thursday, May 25,

2017 at 11:00 a.m. - Performing Arts Center

Attachments:

| Title | Created | Filename |
|---|--------------|---|
| FY16-17- Proposed Dates and Places of Future Meetings.pdf | Mar 09, 2017 | FY16-17- Proposed Dates and Places of Future Meetings.pdf |
| FY17-18- Proposed Dates and Places of Future Meetings.pdf | Apr 04, 2017 | FY17-18- Proposed Dates and Places of Future Meetings.pdf |

| Proposed Dates and Places of Future Meetings - FY 2016-2017 | | | | | | |
|---|---|--|--|--|--|--|
| TYPE OF MEETING | DATE/DAY/TIME/LOCATION | | | | | |
| JULY 2016 - NO BOARD MEETING | | | | | | |
| Regular Board Meeting | August 9, 2016, Tuesday, 1:00 p.m. Location: Prescott Campus - Rock House | | | | | |
| Board Retreat | September 12, 2016, 9:00 a.m. Location: Prescott Campus - Rock House | | | | | |
| Regular Board Meeting | September 13, 2016, Tuesday, 1:00 p.m. Location: Verde Valley Campus - Bldg. M, Rm 137 | | | | | |
| Regular Board Meeting | October 11, 2016, Tuesday, 1:00 p.m. Location: Prescott Campus - Rock House | | | | | |
| Regular Board Meeting* | November 1, 2016, Tuesday, 1:00 p.m. Location: Sedona Center - Rm 34 | | | | | |
| | DECEMBER 2016 - NO BOARD MEETING | | | | | |
| Budget Preview Workshop | January 10, 2017, Tuesday, 10:00 a.m. Location: Prescott Campus - Rock House | | | | | |
| Regular Board Meeting | January 10, 2017, Tuesday, 1:00 p.m. Location: Prescott Campus - Rock House | | | | | |
| Board Retreat | February 13, 2017 - Tuesday, 9:00 a.m. Location: Prescott - Prescott Resort | | | | | |
| Regular Board Meeting | February 14, 2017, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House | | | | | |
| Regular Board Meeting* | March 7, 2017, Tuesday, 1:00 p.m. Location: Verde Valley Campus, Room M-137 | | | | | |
| Regular Board Meeting* | April 18, 2017, Tuesday, 1:00 p.m. Location: Prescott Campus - Rock House | | | | | |
| Regular Board Meeting | May 9, 2017, Tuesday, 1:00 p.m. Location: Prescott Campus, Multi-Purpose Room 3-119 | | | | | |
| Regular Board Meeting | June 13, 2017, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House | | | | | |

^{*}March change due to Spring Break March 12-18, 2017

Rev. 3/9/17

| *November changed due to scheduling conflict | Rev. 3/9/17 | | | |
|--|--|--|--|--|
| Dates and Places of Events - FY 2016-2017 | | | | |
| Type of Event | Date/Day/Time/Location | | | |
| Tour of Buildings 29 and 31 | August 9, 2016, Tuesday, 3:15 p.m. Location: Prescott Campus - Buildings 29 and 31 | | | |
| Association of Community College Trustees (ACCT) Governance Institute for Student Success (GISS) | September 9, 2016 Location: Tempe, AZ | | | |
| Association of Community College Trustees (ACCT) Leadership Congress | October 5 - October 8, 2016 Location: New Orleans, LA | | | |
| Nursing Pinning Ceremony | December 9, 2016, Friday - 3:00 p.m. Location: Prescott Campus - Performing Arts Center | | | |
| Holiday Social | December 13, 2016, Tuesday - 4:00 p.m. No Business will be conducted | | | |
| Northern Arizona Regional Training Academy (NARTA) Commencement | December 15, 2016, Thursday - 11:00 a.m. Location: Prescott Campus - Performing Arts Center | | | |
| Verde Valley Commencement | May 5, 2017, Friday, 6:00 p.m. Location: Verde Valley Campus | | | |
| Nursing Pinning Ceremony | May 6, 2017, Saturday, 1:00 p.m. Location: Prescott Campus - Performing Arts Center | | | |
| Prescott Commencement | May 6, 2017, Saturday, 6:00 p.m. Location: Prescott Campus - Performing Arts Center | | | |
| Northern Arizona Regional Training Academy (NARTA) Commencement | May 25, 2017, Thursday - 11:00 a.m. Location: Prescott Campus - Performing Arts Center | | | |
| International Policy Governance Association (IPGA) Conference | June 22-24, 2017 Location: San Diego, CA Page 207 of 209 | | | |

Page 207 of 209

^{*}April date change - request of Board Member

^{*}November changed due to scheduling conflict

| Proposed Dates and Places of Future Meetings - FY 2017-2018 | | | | | | |
|---|--|--|--|--|--|--|
| TYPE OF MEETING | Date/Day/Time/Location | | | | | |
| JULY 2017 - NO BOARD MEETING | | | | | | |
| Regular Board Meeting | August 8, 2017, Tuesday, 1:00 p.m. Location: Prescott Campus - Rock House | | | | | |
| Board Retreat | September 11, 2017 - TBD Location: Prescott Campus-Rock House | | | | | |
| Regular Board Meeting | September 12, 2017, Tuesday, 1:00 p.m. Location: Sedona - Rm 34 | | | | | |
| Regular Board Meeting | October 10, 2017, Tuesday, 1:00 p.m. Location: Verde Valley Campus, Room M-137 | | | | | |
| Regular Board Meeting | November 14, 2017, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House | | | | | |
| DECEMBE | R 2017 - NO BOARD MEETING | | | | | |
| Regular Board Meeting | January 9, 2018, Tuesday, 1:00 p.m. Location: Prescott Campus - Rock House | | | | | |
| Annual Board Workshop | February 12, 2018 - TBD Location: Prescott Campus - Rock House | | | | | |
| Regular Board Meeting | February 13, 2018, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House | | | | | |
| Regular Board Meeting* | March 6, 2018, Tuesday, 1:00 p.m. Location: Verde Valley Campus, Room M-137 | | | | | |
| Regular Board Meeting | April 10, 2018, Tuesday, 1:00 p.m. Location: CTEC - 181 | | | | | |
| Regular Board Meeting | May 8, 2018, Tuesday, 1:00 p.m. Location: Prescott Campus, Multi-Purpose Room 3-119 | | | | | |
| Regular Board Meeting | June 12, 2018, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House | | | | | |
| | | | | | | |

^{*}March meeting changed due to Spring Break

1/19/17

| Dates and Places of Events - FY 2017-2018 | | | | |
|---|---|--|--|--|
| Type of Event | Date/Day/Time/Location | | | |
| Association of Community College Trustees (ACCT) Leadership Congress | September 25–28, 2017 Location: Las Vegas, NV | | | |
| Nursing Pinning Ceremony | December 8, 2017, Friday – 3:00 p.m. Location: Prescott Campus – Performing Arts Center | | | |
| Northern Arizona Regional Training Academy (NARTA) Commencement | December 14, 2017, Thursday - 11:00 a.m. Location: Prescott Campus - Performing Arts Center | | | |
| Verde Valley Commencement | May 4, 2018, Friday, 6:00 p.m. Location: Verde Valley Campus | | | |
| Nursing Pinning Ceremony | May 5, 2018, Saturday, 1:00 p.m. Location: Prescott Campus - Performing Arts Center | | | |
| Prescott Commencement | May 5, 2018, Saturday, 6:00 p.m. Location: Prescott Campus - Performing Arts Center | | | |
| Northern Arizona Regional Training Academy (NARTA) Commencement | May 24, 2018, Thursday - 11:00 a.m. Location: Prescott Campus - Performing Arts Center | | | |

Presenter: Ray Sigafoos Start Time: 4:38 PM Item No: 40

Proposed By: Ray Sigafoos Time Req: 1

Proposed: 9/27/2016 **Item Type**: Procedure Item

| Policy No. | Description | Ref No |
|------------|---|--------|
| 3.4 | To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation. | 558881 |

Description: ADJOURNMENT OF REGULAR MEETING - PROCEDURAL

Details:

Attachments: No Attachments