

**Yavapai College
District Governing Board
Special Board Meeting**

**Wednesday, July 29th, 2026
Rock House and Virtually
1:00 p.m.**

The YouTube channel and Rock House will be open to the public at 12:45 p.m. at the latest. All individuals attending the meeting in person will be allowed to bring clear bags ONLY into the meeting. In addition, the College has implemented advanced weapons detections systems/metal detectors for attendees. These requirements are similar for attendees at any sporting event or concert, and they are intended to ensure safety. Please plan accordingly.

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

Livestream Link:
<https://www.youtube.com/user/YavapaiCollege>

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, A.3 and A.4, 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 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; or to consult with and instruct its attorneys regarding its position on contracts, litigation or settlement discussions. If indicated on 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 reasonable accommodation, such as a sign language interpreter or closed captions, by contacting the Executive Assistant at (928)776-2307. Requests should be made as early as possible to allow time to arrange the accommodation.

Please note that the meeting conclusion time is included for planning purposes only and does 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.

If the agenda includes an Open Call, members of the public will have no more than 3 minutes to speak. The time allotted for each speaker may be less than 3 minutes, depending on the number of individuals wishing to address the board at the meeting and the board president's determination of the total time available for open call at the meeting, given the other matters on the board's agenda. *In addition, if there are a number of people who wish to speak about the same issue and who have the same viewpoint about that issue, the board president may direct them to appoint a representative or representatives to speak for the entire group. Members of the board may not discuss items that are not specifically identified on the agenda but that are raised in Open Call. Matters raised during Open Call that are on the current board agenda may be discussed and/or decided by the board at the appropriate time on the agenda.

Yavapai College District Governing Board operates as a policy governance Board. This means that the Board makes all the policy decisions, adopts an annual budget, and hires the college president. The college president oversees daily operations and supervises college employees.

REVISED AGENDA

1. General Functions: Procedural
 - a. Call to Order
 - b. Pledge of Allegiance {Time: 1}
 - c. Call to the Public – **INFORMATION ONLY** – {Time: 10}
 - d. Adoption of Agenda – Board Chair Steve Bracety – **DECISION** {Time: 5}
2. Board Business
 - a. Board Liaison Appointments – Board Chair Steve Bracety – **DISCUSSION AND DECISION** {Time: 10}
 - b. Consent Agenda – **DECISION** {Time: 10}
 - i. Fifth Amendment to Lease Agreement between Yavapai Community College District and Northern Arizona Council of Governments Head Start (*Attached*)
 - ii. First Amendment to Intergovernmental Agreement Between Yavapai County Community College District and Chino Valley Unified School District #51 (*Attached*)
 - iii. T-Mobile Asset Purchase Agreement Assignment of FCC License Closing Document (*Attached*)
 - iv. Waiver of Conflict of Interest: Attorney-Client Privileged Communication Regarding Bike Repair Station Within Yavapai County (*Attached*)
 - v. District Governing Board Special Public Meeting Minutes – Tuesday, June 30th, 2026 (*Attached*)
 - c. Executive Session
 - i. A.R.S. §38-431.03(A)(3)(Legal Advice) and (A)(4)(Contracts), Discussion and Direction to the Board's Attorneys Regarding the Terms of the College President's Contract – Attorney Jon Paladini, Board Attorney – **PROCEDURAL** - {Time: 90}
 - ii. A.R.S. §38-431.03(A)(3)(Legal Advice), Discussion and Direction Regarding Waiver of Attorney-Client Privilege and Possible Release of Confidential Board Documents – Attorney Jon Paladini, Board Attorney – **PROCEDURAL** – {Time: 30}
 - iii. A.R.S. §38-431.03(A)(3)(Legal Advice) and (A)(4)(Contracts), Discussion and Possible Direction Regarding Procurement Process for Board Legal Counsel Hiring – Mr. Ed Lacasse, Director of Procurement and Contract Services – **PROCEDURAL** - {Time: 30}

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- d. Convene in Public Session
 - i. Possible Action: Consideration and/or decision in relation to items i, ii, and iii as a result of Executive Session – Attorney Jon Paladini, Board Attorney - **DECISION** - {Time: 10}
 - ii. Possible Action: Consideration and Decision on Approval of Administrator on Duty Employment Contract – Vice President Janet Nix – **DECISION** – {Time: 10}
- 3. Request for Future Agenda Items - **INFORMATION, DISCUSSION AND DECISION** {Time: 10}
- 4. Adjournment of Board Regular Meeting: Procedural – **DECISION** {Time: 1}

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**FIFTH AMENDMENT TO LEASE AGREEMENT
BETWEEN
YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
AND
NORTHERN ARIZONA COUNCIL OF GOVERNMENTS HEAD START**

This Fifth Amendment to Lease Agreement is entered into by and between Yavapai County Community College District, 1100 E. Sheldon St., Prescott, AZ (hereinafter referred to as "YC") and Northern Arizona Council of Governments Head Start, 119 East Aspen Avenue, Flagstaff, AZ (hereinafter referred to as "NACOG").

Witnesseth:

Whereas, on July 24, 1996, YC and NACOG entered into a Lease Agreement of up to a maximum of .76 acres of land owned by YC's Verde Valley Campus, Clarkdale, Arizona for the period from July 1, 1996 through June 30, 2011, and;

Whereas, on July 2, 2002, YC and NACOG executed the First Amendment to Agreement to allow expansion of the Head Start facility and other additions to the existing Lease Agreement, and;

Whereas, on June 29, 2011, YC and NACOG executed the Second Amendment to Agreement (inadvertently written as the first amendment) to extend with an additional five (5) year period from July 1, 2011 through June 30, 2016, and;

Whereas, on February 9, 2016, YC and NACOG executed the Third Amendment to Agreement to extend the agreement for an additional five (5) year period from July 1, 2016 through June 30, 2021, and;

Whereas, on April 20, 2021, YC and NACOG executed the Fourth Amendment to Agreement to extend the agreement for an additional five (5) year period from July 1, 2021 through June 30, 2026, and;

Whereas, YC and NACOG as written by Section 2 of the original Lease Agreement allowing for five (5) year extensions, each desire to extend the agreement for an additional five (5) year period from July 1, 2026 through June 30, 2031, and;

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

1. The term of the Agreement shall be extended for an additional five (5) year period from July 1, 2026 through June 30, 2031.
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 FIFTH AMENDMENT TO AGREEMENT TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

[Signatures to follow on subsequent page(s)]

**NORTHERN ARIZONA COUNCIL OF
GOVERNMENTS HEAD START**

Signed by:
Signature: Chris Fetzer
7735CA7FB7D24A1...

Name: Chris Fetzer

Title: Executive Director

Date: 7/2/2026

**YAVAPAI COUNTY COMMUNITY COLLEGE
DISTRICT**

Signature: _____

Name: _____

Title: _____

Date: _____

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Between

Yavapai County Community College District

And

Chino Valley Unified School District #51

This First Amendment to Intergovernmental Agreement (IGA) is entered into by and between Yavapai County Community College District, a political subdivision of the State of Arizona (hereinafter referred to as "College"), and Chino Valley Unified School District #51 (herein referred to as "School District") (individually a "Party" and collectively the "Parties"). Both Parties are public agencies of the State of Arizona as defined in "A.R.S." 11-951.

Witnesseth:

Whereas, on July 8, 2024, College and School District entered into an IGA for the purpose of offering college level courses that may be counted towards both high school and college graduation requirements effective through June 30, 2027, and;

Whereas, the College and School District desire, to update Exhibit A "Type of Instruction Dual Enrollment Courses" as required based on the addition of three classes.

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

1. Exhibit A of the IGA is deleted in its entirety and replaced with the attached revised Exhibit A, which is incorporated herein by this reference, due to the addition of classes as noted in the exhibit.
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 THEREOF, THE PARTIES HERETO HAVE CAUSED THE FIRST AMENDMENT TO IGA TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

Yavapai County Community College District

Chino Valley Unified School District #51

By: Doug Berry, Ph.D.

By: Cindy J. Daniels

Title: Acting Administrator on Duty

Title: Superintendent

Date: _____

Date: 7.14.26

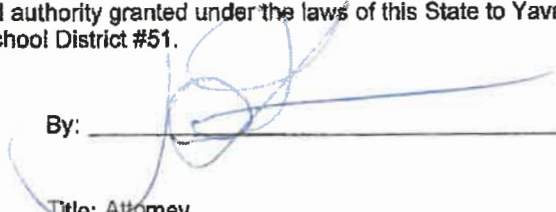
Pursuant to A.R.S. Section 11-952(D), the foregoing Amendment to Agreement has been reviewed by the undersigned attorneys for Yavapai County Community College District and Chino Valley Unified School District #51, who have determined that the Amendment is in proper form and within the powers and authority granted under the laws of this State to Yavapai County Community College District and Chino Valley Unified School District #51.

By: 

Title: Attorney

Counsel for Yavapai County Community College District

Date: 7/1/26

By: 

Title: Attorney

Counsel for Chino Valley Unified School District #51

Date: 7/14/26

EXHIBIT A

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

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

Semester 1 is Fall, Semester 2 is Spring and Semester 3 is a Year-long course.

DUAL ENROLLMENT CLASSES

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	H.S. TITLE
Introductory Equine Science	AGS 100	4	1 & 2	Zambrano	MI-AGS 100
Intro to Animal Industry	AGS 120	4	3	Holder	MI-AGS 120
Agricultural Mechanics	AGS 215	3	3	Holder	MI-AGS 215
Horticulture Fall Production	AGS 250	4	3	Zambrano	MI-AGS 250
Water Management	AGS 274	3	1 & 2	Holder	MI-AGS 274
Culinary Principles	CUL 101	4	1	Boris	MI-Culinary Arts I YC CUL 101/102
Culinary Fundamentals: Hot Foods	CUL 102	4	2	Boris	MI-Culinary Arts I YC CUL 101/102
Culinary Fundamentals: Breakfast & Garde Manger	CUL 103	4	1	Boris	MI-Culinary Arts I YC CUL 103/104
Culinary Fundamentals: Baking & Pastry	CUL 104	4	2	Boris	MI-Culinary Arts I YC CUL 103/104
College Composition I	ENG 101	3	1	Reiman	YC E101 College Eng
College Composition II	ENG 102	3	2	Reiman	YC E102 College Eng
Major Issues in World Literature	ENG 217	3	1	Reiman	YC E217 World Lit
Introduction to Shakespeare	ENG 242	3	2	Reiman	YC E242 Shakespeare
Cinematography and Lighting	FMA117	3	1	Ickler	YC F117 Cinematography and Lighting
Film and Media Production	FMA102	3	2	Ickler	YC F102 Film and Media Production
College Mathematics	MAT 142	3	1	Isenberg	YC M142 College Math
Elementary Statistics	MAT 167	3	2	Isenberg	YC M167 Stat
Precalculus (Algebra)	MAT 182	3	1	Isenberg	YC M182 PreCalc
Precalculus (Trigonometry)	MAT 183	2	2	Isenberg	YC M183 PreCalc
Calculus & Analytic Geometry I	MAT 220	5	3	Isenberg	YC M220 Calc
Arc I	WLD 140	4	1	Rotteger	MI-WLD 140
Arc II	WLD 145	4	2	Rotteger	MI-WLD 145

CONCURRENT ENROLLMENT CLASSES

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	H.S. TITLE
Arc I	WLD 140	4	1	Rotteger	MI- CE Welding I
Arc II	WLD 145	4	2	Rotteger	MI- CE Welding I
Oxyacetylene	WLD 130	4	1	Rotteger	MI-CE Welding II
Blueprint Reading	WLD 156	4	1	Rotteger	MI-CE Welding II
Gas Tungsten Arc Welding	WLD 200	4	1	Rotteger	MI-CE Welding III
Gas Metal Arc Welding	WLD 210	4	2	Rotteger	MI-CE Welding II
Welded Metal Fabrication	WLD 250	4	2	Rotteger	MI-CE Welding III

Closing Documents
ASSIGNMENT OF FCC LICENSE

A. **NEXTEL WEST CORP.** ("Buyer") and **YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT** ("Seller") have entered into an Asset Purchase Agreement dated as of April 3, 2026 the "Agreement") for the purchase by Buyer of the Federal Communications Commission ("FCC") license licensed to Seller as identified on Schedule A attached hereto (the "License").

B. Seller has applied for and received FCC consent to transfer the License to Buyer, in accordance with the Agreement.

C. Seller and Buyer desire to hereby evidence the transfer of the License to Buyer.

NOW, THEREFORE:

1. Seller assigns to Buyer all right, title and interest in the License free and clear of all Liens (as defined in the Agreement).

2. Buyer accepts this assignment and hereby assumes and undertakes all responsibility as, and agrees to assume, pay, perform, satisfy and discharge all of the obligations as licensee under the License from and after the date of this assignment.

3. This Assignment of FCC License shall be governed by the laws of the State of Arizona, without giving effect to conflict of law's provisions thereof.

4. This Assignment of FCC License may be executed in one or more counterparts, which shall be effective as original agreements of the Parties executing such counterpart. Original signatures transmitted by facsimile or via portable document format (pdf) shall be effective to create such counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of FCC License as of the date written below.

Date: July 30, 2026

SELLER:

**YAVAPAI COUNTY COMMUNITY COLLEGE
DISTRICT**

BUYER:

NEXTEL WEST CORP.

By: _____
Name: Steve Bracety
Title: District Governing Board, Chair

By: _____
Name: Paul McCarthy
Title: Senior Director

Reviewed by T-Mobile Legal

By: _____
Name: Angie Hirzel
Title: Principal Corporate Counsel

ATTACHMENT A

LICENSE

Licensee	Market	Call Sign	Authorized Channels	License Expiration
Yavapai County Community College District	Prescott, AZ	WND276	G1, G2, G3, G4, GK1, GK2, GK3	6/10/2028

BUYER'S CLOSING CERTIFICATE

The undersigned does hereby certify, represent and warrant on behalf of **NEXTEL WEST CORP.** ("Buyer"), that:

1. I am a duly appointed, authorized and acting officer or authorized signatory of Buyer.
2. The conditions and obligations applicable to Buyer under Section 7(b) of the Asset Purchase Agreement, dated as of April 3, 2026 (the "Agreement"), between Buyer and **YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT** ("Seller"), have been satisfied.
3. All the representations and warranties of Buyer made in Section 8(b) of the Agreement are true and correct on the date of this Closing Certificate with the same force and effect as if they had been made by Buyer on and as of this date.

IN WITNESS WHEREOF, I have hereunto set my hand this date of July 30, 2026.

BUYER:
NEXTEL WEST CORP.

By: _____
Name: Paul McCarthy
Title: Senior Director

Reviewed by T-Mobile Legal

By: _____
Name: Angie Hirzel
Title: Principal Corporate Counsel

SELLER'S CLOSING CERTIFICATE

The undersigned does hereby certify, represent and warrant on behalf of **YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT** ("Seller"), that:

1. I am a duly appointed, authorized and acting officer or authorized signatory of Seller.
2. The conditions and obligations applicable to Seller under Sections 7(a) of the Asset Purchase Agreement, dated as of April 3, 2026 (the "Agreement"), between Seller and NEXTEL WEST CORP. ("Buyer"), have been satisfied.
3. All the representations and warranties of Seller made in Section 8(a) of the Agreement are true and correct on the date of this Closing Certificate with the same force and effect as if they had been made by Seller on and as of this date.

IN WITNESS WHEREOF, I have hereunto set my hand this date of July 30, 2026

SELLER:
YAVAPAI COUNTY COMMUNITY COLLEGE
DISTRICT

By: _____
Name: Steve Bracety
Title: District Governing Board Chair

FLOW OF FUNDS AGREEMENT

NEXTEL WEST CORP. (“Buyer”), and **YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT** (“Seller”) have entered into an Asset Purchase Agreement, dated as of April 3, 2026 (the “Agreement”).

I. **Consideration** - The Consideration for the License purchased by Buyer pursuant to Section 2 of the Agreement is as follows:

Consideration	\$928,000
Consideration Balance Payable at Closing	\$928,000

II. **Payment Instructions**

Seller and Buyer agree to the foregoing calculations and agree to the delivery of the funds by wire transfer in accordance with Seller’s Payment Instructions, which are attached to the Agreement as Attachment B.

IN WITNESS WHEREOF, the undersigned have executed this Flow of Funds Agreement as of the date written below.

Date: July 30, 2026

SELLER:
**YAVAPAI COUNTY COMMUNITY
COLLEGE DISTRICT**

BUYER:
NEXTEL WEST CORP.

By: _____
Name: Steve Bracety
Title: District Governing Board Chair

By: _____
Name: Paul McCarthy
Title: Senior Director

Reviewed by T-Mobile Legal

By: _____
Name: Angie Hirzel
Title: Principal Corporate Counsel

WAIVER OF CONFLICT OF INTEREST

Re: Yavapai College – Waiver of Conflict of Interest concerning the preparation of Agreement or revisions, including addenda, to an Agreement regarding a bike repair station with Yavapai County.

The Governing Board of Yavapai College, having reviewed the conflict of interest letter dated July 13, 2026, from Deputy County Attorney Colby Morris of the Yavapai County Attorney’s Office (the “YCAO”), affirms that it is fully informed and it consents to and understands the implications of waiving the conflict of interest of the YCAO between Yavapai County Community Health Services, and Yavapai College (“YCCHS”) and Yavapai College regarding an agreement for a bike repair station.

Therefore, the Governing Board of Yavapai College approves the Waiver of Conflict of Interest and authorizes the YCAO to proceed with preparation and review of and provide legal services related to the above-referenced matters on behalf of YCCHS and Yavapai College, if requested and if such dual representation is appropriate. The Governing Board of Yavapai College also authorizes the YCAO to review or draft agreements, including any additional contracts, intergovernmental agreements, follow-on agreements, amendments, renewals, or extensions between YCCHS and Yavapai College regarding agreements regarding a bike repair station.

Dated this _____ day of _____, 2026.

Yavapai College

By: _____
Governing Board President

Yavapai College
District Governing Board
Special Board Meeting

Tuesday, June 30th, 2026
Rock House and Virtually
1:00 p.m.

The YouTube channel and Rock House will be open to the public at 12:45 p.m. at the latest. All individuals attending the meeting in person will be allowed to bring clear bags ONLY into the meeting. In addition, the College has implemented advanced weapons detections systems/metal detectors for attendees. These requirements are similar for attendees at any sporting event or concert, and they are intended to ensure safety.

Please plan accordingly.

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

Livestream Link:

<https://www.youtube.com/user/YavapaiCollege>

Member's Present:

Mr. Steve Bracety, Board Chair
Mr. Toby Payne, Board Secretary
Mr. Patrick Kuykendall, Board Member
Mr. William Kiel, Board Member
Mrs. Deb McCasland, Board Member

Administration Present:

Dr. Lisa Rhine, President
Mr. Jon Paladini, Board Attorney
Ms. Yvonne Sandoval, Executive Assistant
Ms. Kimberly Whitman, Secretary to the Board

SPECIAL BOARD MEETING – PUBLIC MINUTES

<HTTPS://YAVAPAI.HOSTED.PANOPTO.COM/PANOPTO/PAGES/VIEWER.ASPX?ID=FE2C0BE2-11A2-4E6B-BAE5-B479017A59C8>

1. General Functions: Procedural
 - a. Call to Order

This agenda item begins at: 13:00:00

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=fe2c0be2-11a2-4e6b-bae5-b479017a59c8&start=11.957879>

Board Chair Bracety called the meeting to order at 1:00pm.

- b. Pledge of Allegiance {Time: 1}

This agenda item begins at: 13:00:12

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=fe2c0be2-11a2-4e6b-bae5-b479017a59c8&start=24.306857>

A moment of silence was held for the 19 fallen Granite Mountain Hotshots. Board Attorney Jon Paladini then led the Pledge of Allegiance.

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2. Board Business

a. Consent Agenda - **DECISION**

- i. Intergovernmental Agreement Between Yavapai County Community College District and Valley Academy for Career and Technology Education District #01 (*Attached*)
- ii. First Amendment to Intergovernmental Agreement Between Yavapai County Community College District and Humboldt Unified School District #22 (*Attached*)
- iii. City of Prescott Joint Dispatch Services Intergovernmental Agreement No. 2 (*Attached*)
- iv. Intergovernmental Agreement Between Yavapai Community College District and Mountain Institute Career and Technology Education District #02 (*Attached*)
- v. Board Budget Hearing Meeting Minutes – Tuesday May 26th, 2026 (*Attached*)
- vi. Board Budget Adoption Meeting Minutes – Tuesday May 26th, 2026 (*Attached*)
- vii. Board Regular Meeting Minutes – Tuesday May 26th, 2026 (*Attached*)
- viii. Board Workshop Meeting Minutes – Thursday May 28th, 2026 (*Attached*)
- ix. Board Public Special Meeting Minutes – June 10th, 2026 (*Attached*)

This agenda item begins at: 13:00:57

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=fe2c0be2-11a2-4e6b-bae5-b479017a59c8&start=69.43416>

Board Member Kiel, seconded by Board Secretary Payne, moved to approve items 1-8 on the Consent Agenda. The motion passed unanimously (Ayes: Bracety, Kiel, Kuykendall, McCasland and Payne).

Board Member McCasland acknowledged an edit that needed to be made to the June 10th Minutes on the Consent Agenda. The edit required the removal of McCasland and Kuykendall from the vote to adjourn in the June 10th meeting. They were cited as being present for the vote when they had left the meeting prior to the vote. Board Chair Bracety acknowledged the Board administration present in session, who then acknowledged the changes would be made upon approval.

Board Member McCasland, seconded by Board Member Payne, moved to approve item 9 on the consent agenda with the edit of McCasland and Kuykendall being omitted from the adjournment vote they were absent from. The motion passed unanimously (Ayes: Bracety, Kiel, Kuykendall, McCasland and Payne).

b. Executive Session

- i. A.R.S. §38-431.03(A)(3)(Legal Advice) and (A)(4)(Contracts), Discussion and Direction to the Board's Attorneys Regarding the Terms of the College President's Contract – Attorney Jon Paladini – **PROCEDURAL** {Time: 90}

This agenda item begins at:

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=fe2c0be2-11a2-4e6b-bae5-b479017a59c8&start=267.71099>

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Board Member Kiel, seconded by Board Secretary Payne, moved to enter into Executive Session pursuant to A.R.S. §38-431.03(A)(3)(Legal Advice) and (A)(4)(Contracts), Discussion and Direction to the Board's Attorneys Regarding the Terms of the College President's Contract with Attorney Jon Paladini. The motion passed unanimously (Ayes: Bracety, Kiel, Kuykendall McCasland and Payne).

The District Governing Board entered Executive Session at 1:06 pm.

c. Convene in Public Session

This agenda item begins at:15:50:14

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=fe2c0be2-11a2-4e6b-bae5-b479017a59c8&start=448.702526>

The District Governing Board entered back into Public Session at 3:50 pm.

- i. Possible Action: Discussion and consideration of Resolution No. 2026-22
(*Attached*) – **DECISION** {Time: 10}

This agenda item begins at: 15:50:54

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=fe2c0be2-11a2-4e6b-bae5-b479017a59c8&start=488.393292>

Board Member Kiel, Seconded by Board Member Kuykendall, moved to approve item i, Resolution No. 2026-22. The motion passed with a 4-1 vote (Ayes: Bracety, Kiel, Kuykendall and Payne, Nays: McCasland).

- ii. Possible Action: Discussion and consideration of President's Contract, as the result of Executive Session – Attorney Jon Paladini – **DECISION** {Time: 30}

This agenda item begins at:

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=fe2c0be2-11a2-4e6b-bae5-b479017a59c8&start=543.802272>

Board Chair Bracety, Seconded by Board Secretary Payne, moved to place Dr. Lisa Rhine on paid administrative leave effective immediately. The motion passed unanimously (Ayes: Bracety, Kiel, Kuykendall McCasland and Payne).

Board Chair Bracety, seconded by Board Member Kiel, moved to appoint Dr. Douglas Berry as administrator on duty and to take whatever action necessary during the absence of the President. The motion passed unanimously. (Ayes: Bracety, Kiel, Kuykendall, McCasland and Payne).

3. Adjournment of Board Regular Meeting: Procedural – **DECISION** {Time: 1}

This agenda item begins at: 15:53:49

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=fe2c0be2-11a2-4e6b-bae5-b479017a59c8&start=663.533914>

Board Chair Bracety, seconded by Board Secretary Payne, moved to adjourn the Tuesday, June 30th, 2026, District Governing Board Special Meeting. The motion passed unanimously (Ayes: Bracety, Kiel, Kuykendall, McCasland, and Payne).

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Respectfully Submitted,

Kimberly Whitman, Recording Secretary

Date

Mr. Steve Bracety, Board Chair

Mr. Toby Payne, Board Secretary

Yavapai College District Governing Board operates as a policy governance Board. This means that the Board makes all the policy decisions, adopts an annual budget, and hires the college president. The college president oversees daily operations and supervises college employees.

ADMINISTRATOR ON DUTY CONTRACT

This Employment Contract (“Contract”) is entered into by and between the Governing Board (the “Board” or “Governing Board”) of the Yavapai County Community College District (the “College”) and Douglas Berry as Administrator on Duty (“Administrator”). The Board and the Administrator may be referred to collectively as the Parties or individually as Party.

WHEREAS the Board and Administrator believe that the educational programs of the College will benefit directly from the appointment of the Administrator as the College’s administrator on duty. Therefore, the Board and Administrator, in consideration of the foregoing, agree as follows:

1. **Term of Appointment.**

1.1 The Board hereby appoints the Administrator, and the Administrator accepts the appointment as the administrator on duty, a full-time position, on an at-will basis, commencing on July 30, 2026 and ending upon notice from the College, which may be given in its sole and absolute discretion at any time. Absent notice from the College, this Agreement shall automatically terminate upon the earlier of the following: (a) the College’s current President returns from her reassignment to home; (b) the College hires a permanent President to replace President Rhine; or (c) mutual agreement of the parties.

2. **Professional Certification and Responsibilities.**

2.1 **Certification.** Administrator shall hold and maintain throughout the term of this Contract any and all necessary credentials and qualifications necessary to serve as the Administrator and/or administrator on duty.

2.2 **Administrator’s Duties and Responsibilities.** During the term of this Agreement, the Administrator shall possess and may exercise all authority, responsibilities, and executive powers typically delegated to the College’s President in accordance with the Board’s and/or College’s policies and procedures, and state and/or Federal law. The Administrator shall be responsible for the day-to-day management of the College and the general administration of the College system. During the term of this Agreement, the Administrator’s duties and responsibilities shall include, but not be limited to, the following:

2.2.1 Those set forth in Board and/or College Policies, Regulations and/or Procedures outlining the responsibilities of the President, as those Policies currently exist and as may be revised during the term of this Contract;

2.2.2 In cooperation with the Board, the Administrator shall be responsible for the implementation of the vision, mission and the educational goals for the College;

2.2.3 The Administrator shall promptly notify the Board of any College issues that may have a significant and/or an adverse impact on the College, the Board, the Administrator,

or College operations;

2.2.4 The performance of such other reasonable duties or tasks as the Board may assign or delegate to the Administrator from time to time.

The Parties agree that during the term of this Contract, the Administrator is expected to exercise independent judgement within the scope of his executive discretion and in accordance with College and/or Board policies and procedures as well as state and/or federal law. Action taken by the Administrator and in accordance with College and/or Board policies and procedures as well as state and/or federal law shall not constitute grounds for adverse employment action.

During the term of this Contract, the Board agrees to support the Administrator by respecting the distinction between governance and administration, communicating through official Governing Board action, and by communicating with the Administrator through the Governing Board's chair, when authorized. To that end, the Governing Board agrees to refrain from directing any individual College employees, other than the Administrator, either directly or indirectly through the Administrator. The Administrator shall also be provided with the resources necessary for the effective administration and implementation of Board policies and day-to-day management of the College.

3. Compensation & Benefits.

3.1 Annual Base Salary. Effective July 30, 2026 and for the duration of this Contract, the Administrator shall receive an additional twenty-percent (20%) of the Administrator's current base salary. The Administrator's compensation shall revert back to the salary applicable to the Administrator's position; however, the Administrator shall also be entitled to any cost-of-living or other College-wide salary adjustments the Administrator would have received in his role as Provost and Vice President of Students affairs.

3.2 Benefits. The Administrator shall continue to receive all benefits associated with his regular executive position and shall receive any benefits customarily provided to the President, on a pro rata basis, during the term of this Contract. Such benefits include, but are not limited to, the following: executive leave; professional membership(s); presidential association dues; and a professional development budget.

4. Return to Previous Position. Following the termination of this Contract, the Administrator shall be returned to the position of Provost and Vice President of Students affairs. Upon the Administrator's return to such position, the Administrator shall retain all rights, benefits, seniority, tenure (if applicable), years of service, and salary schedule applicable to that position. Service as the Administrator shall not serve as a resignation, separation, demotion or adverse employment action from the Acting Administration's position of Provost and Vice President of Students affairs. In addition, service as the Administrator shall be considered continuous service with the College.

5. Prohibited Retaliation. The College agrees that the Administrator's acceptance of the appointment as Administrator shall not be used as the basis for demotion, elimination of the

employee's previous position, reduction in compensation associated with employee's regular position (except institution-wide actions), unfavorable performance evaluations arising solely from the exercise of decisions related to his role as Administrator, or retaliation following the Administrator's return to Provost and Vice President of Students.

6. **Professional Liability Coverage.** The Board agrees that it shall provide professional liability insurance for Administrator under the College's general liability insurance. Such insurance policy shall provide coverage to Administrator from all demands, claims, suits, actions and legal proceedings brought against Administrator in his individual capacity or in his official capacity as an agent under employment of the College, provided the incident arose while Administrator was acting within the scope of his employment and does not fall within an exception to coverage under the insurance policy. In no case will individual Board members be personally liable for defending or indemnifying the Administrator in any matter. The Board shall not be required to indemnify Administrator from costs of defending any claims by the Board.
7. **Transition to Interim President.** During the term of this Contract, the Administrator agrees that if the College's position of President is vacant for any reason, the Administrator's title shall automatically transition to the title of Interim President. In the event of such transition, the Administrator's title of Interim President shall remain in place for the remainder of this Contract term.
8. **Withholding of Pay.** Administrator's signature on this Contract constitutes his prior written authorization, pursuant to A.R.S. § 23-352, for the College to withhold from Administrator's pay any compensation paid in excess of the accurate amounts payable to Administrator pursuant to the express provisions of this Contract, Governing Board Policy or Board action.
9. **Governing Law.** This Contract is made and entered into in Arizona, and shall be governed by the laws of the State of Arizona. The venue for any litigation arising out of this Contract and the employment relationship shall be Yavapai County, Arizona.
10. **Severability.** In the event any covenant, term, condition or provision of this Contract shall be deemed by a court of competent jurisdiction to be illegal, void or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions and provisions hereof shall remain in full force and effect to the extent permitted by law.
11. **Construction.** This Contract has been negotiated by and between the Board and Administrator in arms-length negotiations and both parties are responsible for the drafting of this Contract. Both parties have reviewed this Contract with appropriate legal counsel, or have waived their right to do so, and the parties hereby mutually and irrevocably agree that this Contract shall be construed neither for nor against either party, but in accordance with the plain language and intent hereof. Headings are used herein for convenience only, and shall play no part in the construction of any provision of this Contract.
12. **Waiver.** The waiver by either party of any covenant, term, condition or provision of this Contract or any breach thereof shall not be deemed to be a waiver of any subsequent contravention or breach

of same or any other covenant, term, condition or provision herein contained. No covenant, term, condition or provision of this Contract shall be deemed to have been waived by either party, unless such waiver is in writing, signed by both parties and properly approved by the Board.

13. **Notices.** Any notice required to be given hereunder shall be hand-delivered or sent by United States certified mail, return receipt requested, and addressed to (a) in the case of Administrator, the College Office, or upon his written request, to his home address as on file in the College office, with a courtesy copy via Administrator's personal email address on file with the College; and (b) in the case of the Governing Board, the Board President's home address and in c/o the College Office, with courtesy copies sent via each Board Members' College email address.
14. **Time.** Time is of the essence of this Contract and every term and condition hereof.
15. **Integration and Amendment.** This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties with respect to the subject matter hereof. No modification or amendment hereto shall be valid or binding upon either party unless such amendment or modification is in writing, duly executed by the parties and properly approved by the Board.
16. **Non-Discrimination.** The parties agree to comply with all provisions of applicable federal, state and local laws relating to non-discrimination and equal employment opportunity.

The Board approved this Contract at a properly noticed public meeting of the Governing Board held on July 30, 2026. In witness thereof, the parties indicate their agreement to the above terms by affixing their signatures below.

ADMINISTRATOR

Douglas Berry

July __, 2026

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD BY:

Steve Bracety, Board President