



**Regular Board Meeting
Agenda Summary
District Governing Board Regular Meeting
Tuesday, May 10, 2016
1:45 PM**

Prescott Campus, Building 3, Room 119
1100 E. Sheldon Street
Prescott, AZ

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	1:45 PM	626316
2	Call to Order - PROCEDURAL	0	1:45 PM	626317
3	Pledge of Allegiance - PROCEDURAL	1	1:45 PM	626318
4	Welcome to Guests and Staff - PROCEDURAL	1	1:46 PM	626319
5	Approval of April 19, 2016 District Governing Board Regular Meeting Minutes - DISCUSSION AND/OR DECISION	3	1:47 PM	626320
6	Adoption of Agenda - DECISION	1	1:50 PM	626321
7	INFORMATION - HEADING	0	1:51 PM	627829
8	Recognition of Faculty Members' Advancement to Continuing Contract Status - INFORMATION AND DISCUSSION	15	1:51 PM	627830
9	Recognition of Faculty Emeritus Awardees for 2016: Roy Traver and Dr. Roy Breiling - INFORMATION AND DISCUSSION	10	2:06 PM	627831
10	SHORT RECESS - PROCEDURAL	10	2:16 PM	627832

Item No.	Item	Time Req.	Start Time	Ref No.
11	CONSENT AGENDA - HEADING	0	2:26 PM	626322
12	Receipt of Report on Revenues and Expenditures - Month of April 2016 - RECEIPT, DISCUSSION, AND/OR DECISION	1	2:26 PM	626323
13	Receipt of President's Monthly Monitoring Report - Executive Limitation 2.3.1 - Budget Deviation - April 2016 - RECEIPT, DISCUSSION AND/OR DECISION	1	2:27 PM	626324
14	Receipt of President's Monthly Monitoring Report: Executive Limitation 2.3.2 - Reserves - April 2016 - RECEIPT, DISCUSSION, AND/OR DECISION	1	2:28 PM	626325
15	For Consideration for Approval the Intergovernmental Agreement Between Yavapai College and the Town of Chino Valley for Use of Their Shooting Facility - RECEIPT, DISCUSSION AND/OR DECISION	1	2:29 PM	637505
16	For Consideration for Approval of the Second Amendment to the Intergovernmental Agreement Between Yavapai College and the City of Prescott for the Purpose of Sharing Public Facilities - RECEIPT, DISCUSSION AND/OR DECISION	1	2:30 PM	637506
17	For Consideration for Approval of the Intergovernmental Agreement Between Yavapai College and Central Yavapai Fire District - RECEIPT, DISCUSSION AND/OR DECISION	1	2:31 PM	637507
18	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	1	2:32 PM	638233
19	INFORMATION (CONTINUED) - HEADING	0	2:33 PM	626334
20	Information from the President to Include: 2016 Commencement Ceremonies; District Governing Board Focus Forums; Faculty Summer Institute; Yavapai Combined Trust Quarterly Report; YCSA Update; College Highlights; Facilities Management News; and Other Related Information - INFORMATION AND/OR DISCUSSION	10	2:33 PM	626335
21	Update from Instruction and Student Development to Include: Faculty Senate; College Honors Program; Adjunct Faculty Newsletter; and Other Related Information - INFORMATION AND/OR DISCUSSION	25	2:43 PM	626336
22	MONITORING REPORT - HEADING	0	3:08 PM	626341
23	Receipt of President's Monitoring Report - Executive Limitation 2.0 - MONITORING, DISCUSSION, AND/OR DECISION	5	3:08 PM	626342
24	Receipt of Revised President's Monitoring Report - Executive Limitation 2.2 -Compensation and Benefits - MONITORING, DISCUSSION, AND/OR DECISION	5	3:13 PM	635530
25	Board Self-Evaluation of Governing Board Policy 3.0 - Governance Process - MONITORING, DISCUSSION AND/OR DECISION	5	3:18 PM	626344
26	Board Self-Evaluation of Governance Process 3.4 - Agenda Planning - MONITORING, DISCUSSION AND/OR DECISION	5	3:23 PM	626345
27	SHORT RECESS - PROCEDURAL	10	3:28 PM	635607

Item No.	Item	Time Req.	Start Time	Ref No.
28	OWNERSHIP LINKAGE - HEADING	0	3:38 PM	626348
29	Reports from Board Liaisons - Association of Community College Trustees (ACCT); Arizona Association for District Governing Boards (AADGB); Verde Valley Board Advisory Committee; and Yavapai College Foundation - INFORMATION AND/OR DISCUSSION	5	3:38 PM	626349
30	OTHER INFORMATION - HEADING	0	3:43 PM	626350
31	Correspondence to the Board - RECEIPT	5	3:43 PM	626351
32	District Governing Board Proposed Dates and Places of Future Meetings - DISCUSSION AND/OR DECISION	3	3:48 PM	626353
33	EXECUTIVE SESSION - A.R.S. §38-431.03(A)(1), Review of President's Annual Evaluation, Compensation, and Employment Agreement - PROCEDURAL	45	3:51 PM	634754
34	Convene in Public Session with Possible Action RE: President's Evaluation, Compensation, and Employment Agreement as a Result of Executive Session - DECISION	5	4:36 PM	634753
35	ADJOURNMENT OF REGULAR MEETING - PROCEDURAL	1	4:41 PM	626354

Presenter : Patricia McCarver

Start Time : 1:45 PM

Item No : 1

Proposed By : Patricia McCarver

Time Req : 0

Proposed : 2/12/2016

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 re-exploration 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 : Patricia McCarver

Start Time : 1:45 PM

Item No : 2

Proposed By : Patricia McCarver

Time Req : 0

Proposed : 2/12/2016

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 re-exploration 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 : Patricia McCarver
Proposed By : Patricia McCarver
Proposed : 2/12/2016

Start Time : 1:45 PM
Time Req : 1
Item Type : Procedure Item

Item No : 3

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 re-exploration 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 : Patricia McCarver
Proposed By : Patricia McCarver
Proposed : 2/12/2016

Start Time : 1:46 PM
Time Req : 1
Item Type : Procedure Item

Item No : 4

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 re-exploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation.	558881

Description : Welcome to Guests and Staff - PROCEDURAL

Details :

Attachments :

No Attachments

Presenter : Patricia McCarver

Start Time : 1:47 PM

Item No : 5

Proposed By : Patricia McCarver

Time Req : 3

Proposed : 2/12/2016

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 April 19, 2016 District Governing Board Regular Meeting Minutes - DISCUSSION AND/OR DECISION

Details : To affirm discussion and record of actions and motions made and approved by the District Governing Board at the April 19, 2016 Regular Board meeting and May 6, 2015 Special Meeting Minutes. 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. (Executive Session minutes are confidential by statute and are; therefore, not included in public documents.)

Attachments :

Title	Created	Filename
Unapproved Regular Meeting Minutes -April 19.pdf	Apr 28, 2016	Unapproved Regular Meeting Minutes - April 19.pdf



**Yavapai College District Governing Board
Regular Board Meeting
Unapproved Minutes of Regular Meeting
Tuesday, April 19, 2016
1:00 PM
Sedona Center, Room 34
4215 Arts Village Drive
Sedona, 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:

Dr. Patricia McCarver, Chair Mr. Steve Irwin, Secretary
Mr. Albert Filardo, Board Member Mr. Ray Sigafoos, Board Member
Ms. Deb McCasland, Board Member

Administration Present:

Dr. Penelope H. Wills, President Lynne Adams, Board Attorney
Other staff attending are on file in the District Office

1. CALL TO ORDER - HEADING

2. Call to Order – PROCEDURAL

Chair McCarver 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 McCasland

4. Welcome to Guests and Staff – PROCEDURAL

Chair McCarver welcomed all guests and staff. Former District Governing Board Member, Duane David Miller, passed away on February 7, 2016. Mr. Miller was a founding member of Yavapai College and served on the Board from 1967-1971. Longtime friend, Bobby Wood, provided a few words of respect and recognition.

5. Approval of District Governing Board March 1, 2016 Regular Meeting Minutes - DISCUSSION AND DECISION
(refer to Board agenda, pgs. 6-10)

Member Filardo moved, seconded by Member Sigafoos, to approve the District Governing Board March 1, 2016 Regular Meeting Minutes. Motion carried unanimously.

6. Adoption of Agenda – DECISION

Member Sigafoos, moved, seconded by Member Filardo, to adopt the agenda as written. Motion carried unanimously.

7. OWNERSHIP LINKAGE – HEADING

8. Open Call - PROCEDURAL

The following owners addressed the Board:

Governance Process - Dick Ellis

Allocation of resources – Barbara Duncan

Transparency – Bob Oliphant

Film & Media Arts Program - Michelle Lambeau and Joya Comeaux

9. CONSENT AGENDA – HEADING

Member McCasland moved, seconded by Member Sigafoos, to approve Consent Agenda as written with removal of item #10 for further discussion. Motion carried unanimously.

10. Receipt of Report on Revenues and Expenditures – Month of March 2016 - RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 13-22)

Member Sigafoos moved, seconded by Member Filardo, to approve the Report on Revenues and Expenditures – March 2016 as written. Motion carried unanimously.

11. Receipt of President's Monthly Monitoring Report - Executive Limitation 2.3.1 - Budget Deviation – March 2016 - RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 23-25)

The President reported compliance.

12. Receipt of President's Monthly Monitoring Report: Executive Limitation 2.3.2 - Reserves – March 2016 - RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 26-28)

The President reported compliance.

13. INFORMATION - HEADING

14. Information from the President to Include: Vice President for Instruction and Student Development; Mandatory New Student Orientation; Phi Theta Kappa (PTK) Awards; American Association of Community Colleges (AACC); Employee Service Recognition; College Highlights; Facilities Management News; and Other Related Issues - INFORMATION AND/OR DISCUSSION (refer to Board agenda, pgs. 30-48)

Dr. Penny Wills reported on the following topics with discussion from the Board:

- Yavapai College's new Vice President for Instruction and Student Development, Dr. Ron Liss will arrive June 1, 2016
- New Mandatory New Student Orientation both online and in-person sessions for degree and certificate seeking students
- Yavapai College's Phi Theta Kappa (PTK) was recognized with four (4) awards on March 5th at the Regional Convention in Mesa, AZ.
- American Association of Community College (AACC) Annual Convention - April 9-12, 2016 - Chicago, IL
- Employee Service Recognition - March 17 and March 23
- College Highlights - April 2016 - Attached - Information Only
- Facilities Management News - Attached - Information Only

15. Information from Instruction and Student Development to Include: Lifelong Learning; Faculty Senate; Student Leadership Council; Verde Valley SciTech Festival; Adjunct Faculty; and Other Related Information- INFORMATION AND/OR DISCUSSION (refer to Board agenda, pgs. 49-75)

Dr. James Perey, Executive Dean (for Scott Farnsworth, Interim Vice President for Instruction and Student Development) presented an update on the following:

- Lifelong Learning - Dennis Garvey, Dean of Lifelong Learning presented the Community Education and OLLI programs, enrollment, catalogs, and marketing.
- Faculty Senate - Dave Gorman reported on Faculty Association and Senate elections results with Dr. Selina Bliss serving as President for FY2016-17. YC hosted the successful Arizona Community College Assessment Conference with 150 attendees from across the state. YC faculty have been working with administration on the proposed budget and support the FY2016-2017 Budget Proposal including the compensation recommendations.
- Student Leadership Council - Nichole Wilson, the Student Leadership Council Faculty Coordinator and students, Jennifer Kelly, Courtney Warner, and Breanna Wheeler reported on SLC activities and events to include Fun Run, National Council on Student Leadership Conference, Campus Food Bank, Evening of Recognition, and upcoming events.
- Verde Valley Campus SciTech Festival on April 8, with 140 attendees
- Adjunct Faculty Newsletters - Attached - Information Only
- Other related information – The Fall 2015 Nursing Cohort had a pass rate 93%, which speaks to the role of faculty and what they are providing in the classroom, through instruction, and preparation of students.

16. Information from Yavapai College Advancement and Foundation to Include Updates: Strategic Planning and Development- INFORMATION AND/OR DISCUSSION (refer to Board agenda, pgs. 76-84)

Mr. Steve Walker, Vice President for College Advancement and Foundation provided a report on the Yavapai College Foundation Strategic Planning Process. Mr. Paul Kirchgraber, Director of Development, reported on the progress of scholarships and fundraising for FY 2015-2016.

17. MONITORING REPORTS – HEADING

18. Receipt of President's Monitoring Report - Executive Limitation 2.1.1 - Treatment of Employees - MONITORING, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 86-91)

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.

Member Sigafoos moved, seconded by Member Filardo, that we have read the President's Monitoring Report regarding Policy 2.1.1, and believe that the interpretation of the policies provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with these policies. Therefore, I move that we accept the Monitoring Report for Policy 2.1.1. Motion carried unanimously.

19. Receipt of President's Monitoring Report - Executive Limitation 2.2 - Compensation and Benefits - MONITORING, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 92-96)

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.

The Board requested that Executive Monitoring Report 2.2 be revised and reviewed at the May 2016 District Governing Board meeting.

20. President's Evaluation Process - DISCUSSION AND/OR DECISION

During the May 10, 2016 District Governing Board meeting, the Board is scheduled to evaluate the President's performance for FY 2015-2016. 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 policies, as set forth in the Monitoring Reports. The following is the accepted 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 21, 2016.
2. Board members are requested to complete the evaluation and forward to Lynne Adams, Legal Counsel, no later than May 4, 2016.
3. The information will be compiled by Lynne Adams.
4. The Board will present the compiled information to President Wills at the May 10, 2016 District Governing Board

meeting in executive session.

21. SHORT RECESS – PROCEDURAL

Meeting recessed at 2:28 p.m.; reconvened at 2:44 p.m.

22. POLICY ISSUES – HEADING

23. Consideration of the Preliminary Budget FY 2016-2017 - INFORMATION, DISCUSSION, AND/OR DECISION

(refer to Board agenda, pgs. 110-148; and FY2016-17 Preliminary Budget Overview Handout)

Dr. Clint Ewell, Vice President of Finance and Administrative Services, presented the FY 2016-2017 Preliminary Budget for the Board's consideration.

The Board members requested that the following items be included in the final budget review:

- Compensation recommendations contain trend lines in addition to target ranges.
- Updates on 2015-2016 Strategic Initiatives and Capital Projects.

24. OWNERSHIP LINKAGE - HEADING - CONTINUED

25. Reports from Board Liaisons - Arizona Association for District Governing Boards (AADGB) and Association of Community College Trustees (ACCT); Verde Valley Board Advisory Committee (VVBAC); and Yavapai College Foundation – INFORMATION, AND/OR DISCUSSION

- Arizona Association for District Governing Boards (AADGB) - Mr. Ray Sigafoos attended AADGB meeting on March 10, 2016. The agenda included a report on the Higher Ed for Higher Standards and the Governance Institute for Student Success (GISS). Additional information on GISS will be distributed to all Board members. The next meeting will be May 6, 2016.
- Verde Valley Board Advisory Committee - Mr. Al Filardo announced the newest VVBAC member, Lisa Sandoval, representing the Yavapai-Apache Nation. Also reported that the VVBAC Clarkdale Town Hall received positive feedback regarding the College. The next meeting will be April 20th.
- Yavapai College Foundation - Dr. Patricia McCarver reported that the April 13th meeting included the Foundation's Strategic Plan and Fundraising Report. The next meeting is May 11, 2016.

26. OTHER INFORMATION - HEADING

27. Correspondence to the Board – RECEIPT

Correspondence received included: Invitation to Northern Arizona Regional Training Academy Commencement; News Release to announce Lisa Sandoval to Verde Valley Board Advisory Committee; TAACCCT Grant Outcomes & Quick Facts; and Focus Magazine.

28. District Governing Board Dates and Places of Future Meetings - DISCUSSION AND/OR DECISION (refer to

Board agenda, pgs. 158-161)

Board members reviewed dates and places of the 46th Annual Commencement Ceremonies along with future events/meetings.

Verde Valley Campus Commencement - Friday, May 6, 2016 at 6:00 p.m. - Mabery Pavilion

Prescott Campus Commencement - Saturday, May 7, 2016 at 6:00 p.m. - Performing Arts Center

Nursing Pinning Ceremony, Prescott - Saturday, May 7, 2016 at 1:00 p.m. - Performing Arts Center

Northern AZ Regional Training Academy (NARTA) - Thursday, May 26, 2016 at 11:00 a.m. - Performing Arts Center

29. ADJOURNMENT OF REGULAR MEETING - PROCEDURAL

Member Sigafoos moved, seconded by Member Filardo to adjourn the meeting. Motion carried unanimously.

Regular meeting adjourned at 3:57 p.m.

Respectfully submitted:

_____/S/_____
Ms. Karen Jones, Recording Secretary

Date: May 10, 2016

_____/S/_____
Dr. Patricia McCarver, Chair

_____/S/_____
Mr. Steve Irwin, Secretary

*Board agenda, packet materials, handouts from meeting are on file in the District Office and posted on the College website: www.yc.edu.
The mission of Yavapai College is to provide quality higher learning and cultural resources for the diverse populations of Yavapai County.*

Presenter : Patricia McCarver

Start Time : 1:50 PM

Item No : 6

Proposed By : Patricia McCarver

Time Req : 1

Proposed : 2/12/2016

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 re-exploration 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 : Patricia McCarver

Start Time : 1:51 PM

Item No : 7

Proposed By : Patricia McCarver

Time Req : 0

Proposed : 3/17/2016

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 re-exploration 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 : Patricia McCarver
Proposed By : Patricia McCarver
Proposed : 3/17/2016

Start Time : 1:51 PM
Time Req : 15
Item Type : Information Item

Item No : 8

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 re-exploration 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 : Scott Farnsworth, Interim Vice President for Instruction and Student Development will recognize the following faculty members who have advanced to continuing contract status with Yavapai College:

- Chuck Allmon, Industrial Machine Mechanics, CTEC
- Rick Peters, Electrical Instrumentation, CTEC
- Ron Luellen, Automotive and Diesel, CTEC
- Scott Miller, Computer Technologies and Instructional Support Division, Prescott
- Sonny Rodriguez, Automotive, CTEC

Attachments :

No Attachments

Presenter : Patricia McCarver
Proposed By : Patricia McCarver
Proposed : 3/17/2016

Start Time : 2:06 PM
Time Req : 10
Item Type : Information Item

Item No : 9

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 re-exploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation.	558881

Description : Recognition of Faculty Emeritus Awardees for 2016: Roy Traver and Dr. Roy Breiling - INFORMATION AND DISCUSSION

Details : Introduction of the new Faculty Emeritus Awardees:

- Roy Traver - Served Yavapai College from 1997 to 2014
- Dr. Roy E. Breiling - Served Yavapai College from 1995 to 2014

Attachments :

No Attachments

Presenter : Patricia McCarver
Proposed By : Patricia McCarver
Proposed : 3/17/2016

Start Time : 2:16 PM
Time Req : 10
Item Type : Procedure Item

Item No : 10

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 re-exploration 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 : Patricia McCarver
Proposed By : Patricia McCarver
Proposed : 2/12/2016

Start Time : 2:26 PM
Time Req : 0
Item Type : Heading

Item No : 11

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 re-exploration 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 : Patricia McCarver

Start Time : 2:26 PM

Item No : 12

Proposed By : Patricia McCarver

Time Req : 1

Proposed : 2/12/2016

Item Type : Consent Item

Policy No.	Description	Ref No
3.4.3.4	<p>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.</p> <p>Therefore, the Consent Agenda will be used to:</p> <p>a) Deal with items which the Board has delegated but is required to review or receive by relevant law or contract; and</p> <p>b) To escalate the processing of Board decisions which the Chair believes the Board may not need further deliberation.</p>	560679

Description : Receipt of Report on Revenues and Expenditures - Month of April 2016 - RECEIPT, DISCUSSION, AND/OR DECISION

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

District Governing Board Detail Budget Report of Expenditures - April 2016

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

The report of Revenue and Expenditures for the tenth month of FY 2015-2016 ending on April 30, 2016 is attached. Expenditures are reported on the modified accrual basis of accounting.

Attachments :

Title	Created	Filename
Financial Update - Apr in May.pdf	May 04, 2016	Financial Update - Apr in May.pdf
YCFS Apr 2016 - Governing Board Budget Report.pdf	May 04, 2016	YCFS Apr 2016 - Governing Board Budget Report.pdf
YCFS Apr 2016_Summary.pdf	May 04, 2016	YCFS Apr 2016_Summary.pdf

YAVAPAI COLLEGE

FINANCIAL UPDATE

April 2016

FY2014-2015 Close and Audit

- The year-end close for FY2014-2015 was completed in November 2015.
- The auditors began their field work on October 26, 2015. The audit report (Comprehensive Annual Financial Report) was issued in mid-December 2015 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 FY2014-2015 was presented to the Board in early February 2016.

FY 2015-2016 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 significantly below budget for the fiscal year based upon lower fall and spring semester enrollments and the gradual suspension of the aviation program.
- Expenditures are expected to come in under budget for the fiscal year due to vacancy savings and unused contingency budgets.

Auxiliary Fund

- The Auxiliary Fund is comprised of Auxiliary Enterprises and Public Services. 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 services. Examples include Bookstore, Food Services, and Housing. 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.

- **REDC's training revenue is currently and projected to be significantly under budget for the fiscal year.** It was decided to not fill a vacant training position at the beginning of the fiscal year and to focus efforts on other economic development activities.
- Instruction expenses are significantly above budget due to more involved and multiple musical productions. Related revenues exceed budget as well but by a lesser amount.
- Total Auxiliary Enterprises are projected to be close to break-even for the fiscal year.

Unexpended Plant Fund

- The Unexpended Plant Fund currently has a surplus in excess of \$851k due to expenses/encumbrances being at 75.6% of budget through April 30, 2016. Although there are several large preventative maintenance projects scheduled for the last quarter of the fiscal year, a surplus is projected at June 30, 2016.

Other

- In August 2015 the **District's** pledged revenue obligation bonds were **upgraded from A2 to A1 by Moody's Investors Service partly attributed to the District's multi-year trend of strong operating performance and conservative expense management.** Standard & Poors recently affirmed its A rating on the pledged revenue obligation bonds.
- The **District's general obligation bond debt issues are rated Aa2 by Moody's Investors Service and AA- by Standard & Poors.** These high quality ratings were affirmed recently and are the result of the **District's diverse tax base, solid financial policies, history of operating surpluses and a low debt burden.**

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
REPORT OF EXPENDITURES**

**For the Ten Months Ended April 30, 2016
Fiscal Year 2015-2016**

District Governing Board

Fiscal Year 2015-16 Budget:

\$ 169,084

		<u>Year-to-Date</u>	<u>Encumbered</u>	<u>Total</u>
<u>Purpose</u>		<u>Expenditures</u>	<u>Obligations</u>	<u>Expenditures/ Encumbrances</u>
EXPENDITURES (note 1):				
Salary Expenses	Staff Support	\$ 32,189	\$ 5,406	\$ 37,595
Assoc. of Community College Trustees	Membership Dues	5,585	-	5,585
Assoc. of Community College Trustees	Conference Fees	7,400	-	7,400
Deborah McCasland	Travel	2,044	-	2,044
Gotprint.com	Printing	999	-	999
HF Group LLC	Printing	692	-	692
IPGA	Membership Dues	1,995	-	1,995
Karen Jones	Travel	266	-	266
Osborn Maledon PA	Legal Counsel	23,760	13,740	37,500
Ourboardroom Technologies	Software Maintenance	12,500	-	12,500
Patricia McCarver	Travel	1,190	-	1,190
PCAC Inc.	Membership Dues	135	-	135
Penelope Wills	Travel	1,583	-	1,583
Ray Sigafoos	Travel	2,044	-	2,044
Sodexo Inc.	Food Supplies	2,322	2,678	5,000
Steve Irwin	Travel	2,552	-	2,552
Supplies/Other	Various Vendors	792	-	792
The Governance Coach	Consulting	4,930	-	4,930
Yavapai Broadcasting	Board Meeting Broadcasts	2,000	1,000	3,000
YC Printing Services	Printing	2,054	-	2,054
				<u>129,856</u>
<u>Verde Valley DGB Advisory Committee</u>				
Osborn Maledon PA	Legal Counsel	4,200	800	<u>5,000</u>
				<u>5,000</u>
Remaining Budget - April 30, 2016				<u>\$ 34,228</u>

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Ten Months Ended April 30, 2016 - 83.3% of the Fiscal Year Complete

Fiscal Year 2015-2016

GENERAL FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>FY 15/16 Budget</u>	<u>Percent of Budget</u>	<u>FY 15/16 Estimate</u>	<u>Budget to Estimate Variance</u>	
REVENUES:								
Primary Property Taxes	\$ 27,191,030		\$ 27,191,030	\$ 32,875,800	82.7%	\$ 32,744,300	\$ (131,500)	
Tuition and Fees	10,626,866		10,626,866	12,273,000	86.6%	10,700,000	(1,573,000)	
Tuition and Fees - Contingency	(458,333)		(458,333)	(550,000)	83.3%	-	550,000	
State Appropriations	890,300		890,300	890,300	100.0%	890,300	-	
Other Revenues	326,461		326,461	470,000	69.5%	450,000	(20,000)	
Interest Income	41,060		41,060	50,000	82.1%	50,000	-	
Fund Balance Applied to Budget	2,392,500		2,392,500	2,871,000	83.3%	2,871,000	-	
General Fund Transfer Out	(4,433,417)		(4,433,417)	(5,320,100)	83.3%	(5,320,100)	-	
TOTAL REVENUES	36,576,467		36,576,467	43,560,000	84.0%	42,385,500	(1,174,500)	
					Percent of Actual and Non-Labor Encumbrances to Budget			
		Total Encumbered Obligations	Labor Encumbrances		FY 15/16 Budget	FY 15/16 Estimate	Budget to Estimate Variance	
EXPENDITURES (note 1):								
Instruction	\$ 14,349,267	\$ 870,382	\$ 740,597	\$ 14,479,052	\$ 17,829,000	81.2%	\$ 17,472,400	\$ (356,600)
Academic Support	3,555,377	465,221	414,850	3,605,748	4,874,000	74.0%	4,679,000	(195,000)
Institutional Support	6,823,114	1,178,262	842,435	7,158,941	8,672,000	82.6%	8,542,000	(130,000)
Student Services	3,610,192	508,050	460,762	3,657,480	4,751,000	77.0%	4,608,500	(142,500)
Operation/Maintenance of Plant	4,656,444	708,974	466,398	4,899,020	6,125,000	80.0%	6,033,200	(91,800)
Scholarships	801,627	9,491	-	811,118	826,000	98.2%	826,000	-
Public Service	138,556	17,388	17,387	138,557	83,000	166.9%	140,000	57,000
Operating Contingency	-	-	-	-	400,000	0.0%	-	(400,000)
TOTAL EXPENDITURES	33,934,577	3,757,768	2,942,429	34,749,916	43,560,000	79.8%	42,301,100	(1,258,900)
SURPLUS/(DEFICIT)				\$ 1,826,551	\$ -			

COMMENTS:

Fourth quarter State Aid was received in April 2016.
 Scholarships at 98.2% of budget due to spring 2016 financial aid awards.
 Public Service expenditures above budget due to a Career Coach position being moved from Instruction to Economic Development.

The Budget currently has a surplus of \$1,826,551.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Ten Months Ended April 30, 2016 - 83.3% of the Fiscal Year Complete

Fiscal Year 2015-2016

AUXILIARY FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>FY 15/16 Budget</u>	<u>Percent of Budget</u>	<u>FY 15/16 Estimate</u>	<u>Budget to Estimate Variance</u>
REVENUES:							
Residence Halls and Summer Conferences	\$ 1,076,154		\$ 1,076,154	\$ 1,190,000	90.4%	\$ 1,125,000	\$ (65,000)
Bookstore Rental and Commissions	178,270		178,270	210,000	84.9%	200,000	(10,000)
Food Services Sales	24,202		24,202	40,000	60.5%	35,000	(5,000)
Vending	34,689		34,689	33,000	105.1%	37,000	4,000
Edventures	313,986		313,986	290,000	108.3%	315,000	25,000
Community Events	399,806		399,806	503,000	79.5%	490,000	(13,000)
Regional Economic Development Center - Training	15,360		15,360	125,000	12.3%	20,000	(105,000)
Family Enrichment Center	482,056		482,056	555,200	86.8%	560,000	4,800
Winery - Tasting Room	35,031		35,031	50,000	70.1%	40,000	(10,000)
Yavapai College Foundation	253,699		253,699	410,000	61.9%	370,000	(40,000)
Other	313,910		313,910	242,800	129.3%	320,000	77,200
General Fund Transfer In	841,750		841,750	1,010,100	83.3%	1,010,100	-
Auxiliary Fund Transfer Out	(336,500)		(336,500)	(403,800)	83.3%	(403,800)	-
TOTAL REVENUES	3,632,413		3,632,413	4,255,300	85.4%	4,118,300	(137,000)

	<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>FY 15/16 Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>	<u>FY 15/16 Estimate</u>	<u>Budget to Estimate Variance</u>
EXPENDITURES (note 1):								
Instruction	\$ 164,320	\$ 10,332	\$ -	\$ 174,652	\$ 55,100	317.0%	\$ 180,000	\$ 124,900
Student Services	498,210	70,783	58,955	510,038	626,400	81.4%	610,000	(16,400)
Auxiliary Enterprises	1,014,080	124,075	94,992	1,043,163	1,518,700	68.7%	1,438,700	(80,000)
Public Service	622,511	122,203	66,159	678,555	889,800	76.3%	810,800	(79,000)
Facilities & Administrative Allocation Expense	887,740	-	-	887,740	1,065,300	83.3%	1,065,300	-
Contingency	-	-	-	-	100,000	0.0%	-	(100,000)
TOTAL EXPENDITURES	3,186,861	327,393	220,106	3,294,148	4,255,300	77.4%	4,104,800	(150,500)
SURPLUS/(DEFICIT)				\$ 338,265	\$ -			

COMMENTS:

Residence Halls and Summer Conferences revenues are above budget due to spring semester 2016 room revenue.
 Edventures sales and related expenditures are ahead of budget due to the August 2015 Scotland trip. Note, Edventures expenditures are part of Auxiliary Enterprises.
 REDC's training revenue is significantly under budget. It was decided to not fill a vacant training position at the beginning of the fiscal year and to focus efforts on other economic development activities.
 Instruction expenses are above budget due to more involved and multiple musical productions. Related revenues, which are included in the Other category, exceed budget as well.

The Budget currently has a surplus of \$338,265.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Ten Months Ended April 30, 2016 - 83.3% of the Fiscal Year Complete

Fiscal Year 2015-2016

UNEXPENDED PLANT FUND

	<u>Year-to-Date Revenues</u>			<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>	
REVENUES:							
Primary Property Taxes	\$ 8,098,720			\$ 8,098,720	\$ 9,791,900	82.7%	
Yavapai College Foundation Donation	-			-	116,000	0.0%	
Investment Income	16,669			16,669	22,000	75.8%	
Other	35,364			35,364	20,000	176.8%	
General Fund Transfer In	2,392,500			2,392,500	2,871,000	83.3%	
TOTAL REVENUES	10,543,253			10,543,253	12,820,900	82.2%	
		<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
EXPENDITURES (note 1):							
Preventative Maintenance		\$ 1,337,878	\$ 1,811,942	\$ -	\$ 3,149,820	\$ 3,010,000	104.6%
Unplanned Maintenance		270,935	134,779	-	405,714	500,000	81.1%
Capital Improvement Projects		2,196,075	822,809	-	3,018,884	4,538,700	66.5%
Capital Improvements - Future Projects		1,163,000	-	-	1,163,000	1,395,600	83.3%
Equipment		1,366,235	286,696	-	1,652,931	2,280,600	72.5%
Furniture and Fixtures		186,407	12,558	-	198,965	250,000	79.6%
Library Books		63,621	38,933	-	102,554	98,700	41.0%
Operating Contingency		-	-	-	-	500,000	0.0%
Property Tax Contingency		-	-	-	-	247,300	0.0%
TOTAL EXPENDITURES		6,584,151	3,107,717	-	9,691,868	12,820,900	75.6%
SURPLUS/(DEFICIT)					851,385	-	

COMMENTS:

The Budget currently has a surplus of \$851,385.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Ten Months Ended April 30, 2016 - 83.3% of the Fiscal Year Complete

Fiscal Year 2015-2016

DEBT SERVICE FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
REVENUES:					
Secondary Property Taxes	\$ 4,109,864		\$ 4,109,864	\$ 4,967,900	82.7%
Investment Income	8,481		8,481	12,000	70.7%
General Fund Transfer In	1,199,167		1,199,167	1,439,000	83.3%
Auxiliary Fund Transfer In	336,500		336,500	403,800	83.3%
Fund Balance Applied to Budget	88,333		88,333	100,000	88.3%
TOTAL REVENUES	5,742,345		5,742,345	6,922,700	82.9%

	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
EXPENDITURES (note 1):						
General Obligation Bonds						
Principal Payments	\$ -	\$ 3,495,833	\$ -	\$ 3,495,833	\$ 4,195,000	83.3%
Interest Payments	425,425	283,658	-	709,083	850,900	83.3%
Pledged Revenue Obligations						
Principal Payments	-	820,833	-	820,833	985,000	83.3%
Interest Payments	226,978	151,333	-	378,311	454,000	83.3%
Revenue Bonds						
Principal Payments	-	245,833	-	245,833	295,000	83.3%
Interest Payments	54,390	36,255	-	90,645	108,800	83.3%
Bank Fees	700	-	-	700	4,000	17.5%
Property Tax Contingency	-	-	-	-	30,000	0.0%
TOTAL EXPENDITURES	707,493	5,033,745	-	5,741,238	6,922,700	82.9%
SURPLUS/(DEFICIT)				1,107	-	

COMMENTS:

Through the tenth month, 82.9% of budget has been committed (excluding labor encumbrances) compared to 82.9% of revenues received.

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

Presenter : Patricia McCarver

Start Time : 2:27 PM

Item No : 13

Proposed By : Patricia McCarver

Time Req : 1

Proposed : 2/12/2016

Item Type : Consent Item

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 - April 2016 - RECEIPT, DISCUSSION AND/OR DECISION

Details : For consideration for approval of the monthly monitoring report for Executive Limitation 2.3.1 - Budget Deviation. 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 Report April in May.pdf	May 04, 2016	Policy 2.3.1 Report April in May.pdf

**Monitoring Report - Monthly
Executive Limitations Policy 2.3.1 – Budget Deviations
April 2016**

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 ten months ended April 30, 2016, the General Fund has a surplus of \$1,827,000. This is primarily the result of tuition and fee revenues for the summer 2016 semester, vacancy savings and unused contingency budgets.

For the fiscal year ended June 30, 2016, General Fund revenues are projected to be below budget by \$1,174,500 and expenditures are projected to be under budget by \$1,258,900, resulting in a net surplus of \$84,400.

Auxiliary Fund



For the fiscal year ended June 30, 2016, the Auxiliary fund is projected to be close to break-even.

Unexpended Plant Fund



For the ten months ended April 30, 2016, the Unexpended Plant Fund has a surplus of \$851,000. For the fiscal year ended June 30, 2016, the Unexpended Plant Fund is projected to be under budget.

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 number of students and their financial need. As of April 30, 2016, no significant negative variances from budget are expected.

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 ten months ended April 30, 2016, 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 : Patricia McCarver

Start Time : 2:28 PM

Item No : 14

Proposed By : Patricia McCarver

Time Req : 1

Proposed : 2/12/2016

Item Type : Consent Item

Policy No.	Description	Ref No
2.3.2	The President shall not allow the Current Fund Reserves to drop below ten percent (10%) of the operating budgets or Plant Fund Reserves to drop below \$1million without specific Board authorization and a realistic recovery plan.	560660

Description : Receipt of President's Monthly Monitoring Report: Executive Limitation 2.3.2 - Reserves - April 2016 - RECEIPT, DISCUSSION, AND/OR DECISION

Details : For consideration for approval of the monthly monitoring report for Executive Limitation 2.3.2 - Reserves. The President shall not allow the Current Fund Reserves to drop below ten percent (10%) of the operating budgets or Plant Funds Reserves to drop below \$1 million without specific Board authorization and a realistic recovery.

Attachments :

Title	Created	Filename
Policy 2.3.2 Report April in May.pdf	May 04, 2016	Policy 2.3.2 Report April in May.pdf

**Monitoring Report - Monthly
Executive Limitations Policy 2.3.2 – Reserves
April 2016**

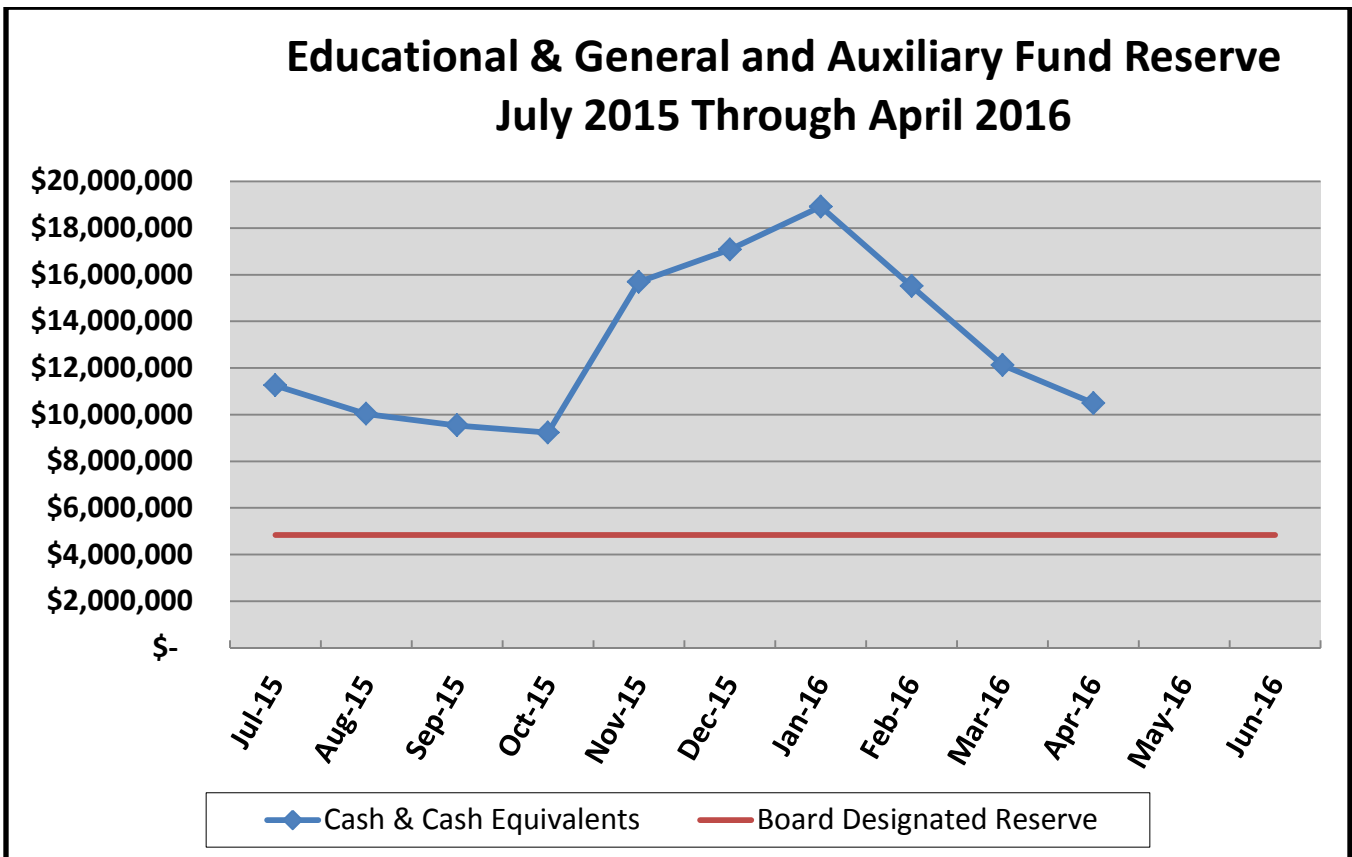
The President shall not allow the Current Fund Reserves to drop below ten percent (10%) of the operating budgets or Plant Fund Reserves to drop below \$1 million without specific Board authorization and a realistic recovery plan.

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, below the 10% of the operating budgets and/or the Plant Fund Reserves below \$1 million, the college must seek Board approval. In the request, the administration must include in this budget adjustment request a realistic recovery plan to stabilize the reserves.

Supporting Evidence:

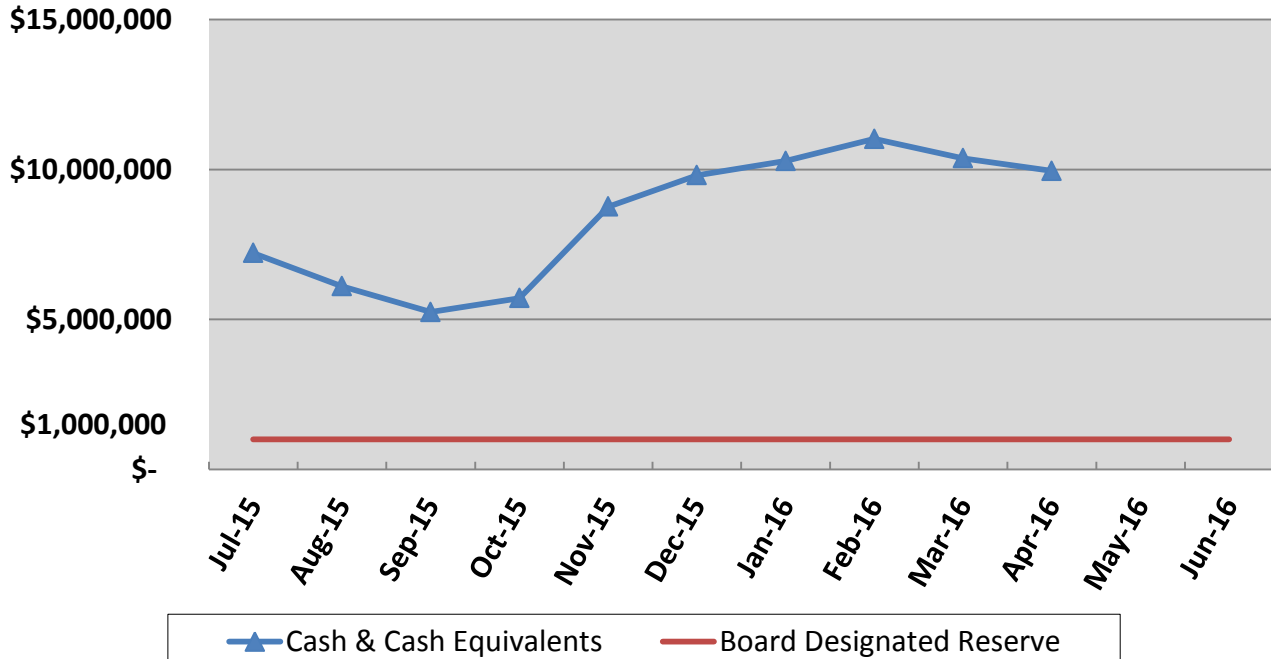
Source: Banner Finance



For the period July 1, 2015, through April 30, 2016, Current Fund reserves have exceeded the Governing Board’s designated reserve.



Plant Fund Reserve July 2015 Through April 2016



For the period July 1, 2015, through April 30, 2016, Plant Fund reserves have exceeded the Governing Board's designated reserve. As of April 30, 2016, Plant Fund reserves exceed the Governing Board's designated reserve amount by \$8,954,000.

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 : Patricia McCarver

Start Time : 2:29 PM

Item No : 15

Proposed By : Patricia McCarver

Time Req : 1

Proposed : 4/28/2016

Item Type : Consent Item

Policy No.	Description	Ref No
3.4.3.4	<p>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.</p> <p>Therefore, the Consent Agenda will be used to:</p> <ul style="list-style-type: none">a) Deal with items which the Board has delegated but is required to review or receive by relevant law or contract; andb) To escalate the processing of Board decisions which the Chair believes the Board may not need further deliberation.	560679

Description : For Consideration for Approval the Intergovernmental Agreement Between Yavapai College and the Town of Chino Valley for Use of Their Shooting Facility - RECEIPT, DISCUSSION AND/OR DECISION

Details : For consideration for approval the intergovernmental agreement (IGA) between Yavapai College and the Town of Chino Valley for use of their shooting facility. The Town owns the Proforce Tactical Law Enforcement Range which is operated and maintained by the Chino Valley Police Department for the purpose of training its officers and other peace officers. Pursuant to the terms of the IGA, Yavapai College would be able to use the facilities for an initial term of twenty (20) years and will automatically renew for an additional twenty (20) year term.

Attachments :

Title	Created	Filename
Chino Valley Shooting Facility IGA.pdf	May 02, 2016	Chino Valley Shooting Facility IGA.pdf

**INTERGOVERNMENTAL AGREEMENT
BETWEEN YAVAPAI COLLEGE
AND TOWN OF CHINO VALLEY FOR
USE OF THE CHINO VALLEY SHOOTING FACILITY LAW
ENFORCEMENT RANGE**

This Intergovernmental Agreement ("Agreement") is made and entered into this 26th day of April, 2016, by and between the Town of Chino Valley, a municipal corporation ("Town"), and Yavapai College, by and through its Yavapai College Police Department ("USER"). The Town and USER are, collectively, the "Parties."

RECITALS:

A. The Town owns the Proforce Tactical Law Enforcement Range (the "Range"), located at 2191 Sgt. Dee Barnes Way, in the Town of Chino Valley, Arizona, which is operated and maintained by the Chino Valley Police Department primarily for the purpose of training its officers and other peace officers, and

B. Because police officer training occurs primarily on weekdays, the Town intends to make the Range available to private groups on weekends for the purpose of private training and education; and

C. Users of property owned by the Town are required to enter into Use Agreements setting forth the terms and conditions of the use of the Town's property; and

D. User desires to use the Range pursuant to the terms and conditions set forth herein

AGREEMENTS:

In consideration of the mutual promises and undertakings of the Parties hereinafter set forth, it is hereby agreed as follows:

1.0 Purpose. The purpose of this Agreement is to establish terms and conditions whereby USER shall be permitted to use the Chino Valley Shooting Facility Law Enforcement Range (the "Facility") for training of personnel and related activities throughout the term of this Agreement.

2.0 Authority. Town and User have authority to enter into this Agreement pursuant to A.R.S. § 11-952.

3.0 Duration, Renewal and Termination.

3.1 Effective Date: The Effective Date of this Agreement shall be effective as of the 26th day of April, 2016

3.2 Term. This Agreement shall continue in full force and effect for an initial term of twenty (20) years and will automatically renew for an additional twenty (20) year term unless

written notice of intent not to renew is provided by the non-renewing Party to the renewing Party no less than sixty (60) days prior to the date of expiration of the initial term.

3.3 Termination. The Parties may, by mutual written agreement, terminate this Agreement at any time by giving no less than sixty (60) days written notice to the other Party.

4.0 Responsibilities of User

4.1 User shall pay for any and all consumable product replacement, repair and/or replacement of property and/or loaned equipment at the Facility that is or may be damaged, destroyed or rendered inoperable as a result of User's use of the Facility and its equipment and supplies pursuant to this Agreement.

4.2 User shall ensure all persons using the Facility during its scheduled time or for User purposes follow all rules and regulations of the Facility, as provided and/or posted at the Facility by the Town.

4.3 User shall collect all expended brass casings and put them in marked containers. Prior to vacating the Facility after each use, User shall properly dispose of all used targets and return the Facility to its state of readiness.

4.4 User shall provide all equipment and supplies necessary for its use, including, but not limited to, targets, ammunition, weapons, and cleaning supplies.

4.5 User shall provide one AZPOST certified Firearms Instructor for each scheduled reservation.

4.6 User shall provide the Town with a schedule of its use of the Facilities on a monthly basis, at least one week before the beginning of the month. Scheduling may be done electronically upon mutual agreement by the Parties.

4.7 User shall not use the Range nor permit anything to be done in or about the Range which will, in any way, conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

5.0 Responsibilities of the Town

5.1 The Town shall maintain the Facility and pay for the costs associated with maintenance of the Facility.

5.2 The Town shall waive any/all fees and other charges that would otherwise be owed by User for User's use of the Facility pursuant to this Agreement.

5.3 The Town shall provide User access to and use of the Facility during scheduled times for training and in-service practice.

5.4 The Town shall provide access to the basic amenities to include restrooms, non-potable water and trash receptacles.

5.5 The Town shall post Firearms Safety Rules which will be strictly adhered to by all User instructors and personnel.

6.0 Access and Use of the Facility. The Facility may be accessed and used by User only for the Permitted Uses, which shall include the following: use by recruits and in-service personnel, both sworn and civilian; use by User's volunteers; in-service use for any and all assigned personnel; or such other uses as deemed appropriate by mutual written agreement of the Parties.

7.0 Supervision and Control. The Town reserves the right to have a representative present to monitor User's use of the Facility and to close the Facility in the event of activities not authorized by the Agreement or violations of the posted Firearms Safety Rules or other rules and regulations of the Facility.

8.0 Employment Status and Compensation/Relation of the Parties

8.1 Each Party shall provide required workers compensation insurance, salary, benefits, and appropriate equipment for its employees.

8.2 Except as otherwise provided by law (specifically A.R.S. 23-1022(D)), in the performance of this Agreement, each Party is acting in its individual governmental capacity and not as an agent, employee, partner, joint venture, or associate of the other party. Employees, agents, or subcontractors of one Party shall not be deemed or construed to be employees or agents of the other Party.

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

10. Indemnification. User hereby agrees to indemnify and save harmless the Town against any and all claims arising from the User's use of the Facility or equipment or supplies provided by User pursuant to this Agreement due to the acts, omissions or negligence of the User's officers, employees, contractors, invitees or agents and against any and all claims arising from

injuries or damages however caused, sustained by any person or persons or to the property of any person, persons or other entities, including the Town, during such period of use. In any such claim or action against the Town or in which the Town is named as a party, the User, upon notice and demand by the Town, shall defend such action on behalf of the Town. The Town hereby agrees to indemnify and save harmless the User against any and all claims arising out of the acts or omissions of the Town's officers, employees, contractors, invitees or agents. In any such claim or action in which User is named as a party, the Town, upon notice and demand by the User, shall defend such action on behalf of the User.

11. Insurance.

11.1 In addition to compliance with the indemnity provisions as set forth in Paragraph 10 of this Agreement, User shall keep in full force and effect for all times this Agreement is in effect, a policy of general liability insurance with respect to the Facilities and the operations of User and others participating in the Permitted Use with coverage in an amount and in such forms as necessary to protect the Town and User against any and all claims arising from the User's use of the Facility pursuant to this Agreement including, but not limited to, claims arising from the acts, omissions or negligence of its officers, employees, contractors, invitees or agents and against any and all claims arising from injuries or damages, however caused, sustained by any person or persons or to the property of any person, persons or other entities, including the Town, occurring during such use. All policies shall name the Town of Chino Valley as an additional insured and shall contain a clause that the insurance company will not cancel or materially change the insurance without giving the Town thirty (30) days prior written notice and a waiver of subrogation against the Town. All policy forms shall be subject to review and approval of the Town. Prior to the effective date of this Agreement, User shall provide the Town with certificates of insurance and such other documents as may be requested by the Town in order to confirm the existence and adequacy of the insurance coverage specified herein. The Parties understand and agree that the policy limits or other provisions of insurance coverage obtained and maintained pursuant to this Paragraph shall in no way limit User's indemnification obligations set forth in Paragraph 11 of this Agreement. The minimum General Liability Insurance policy limit shall be One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate.

11.2 In addition to compliance with the indemnity provisions as set forth in Paragraph 11 of this Agreement, the Town shall obtain and maintain general liability insurance coverage in an amount and in such forms as necessary to protect the Town and User against any and all claims arising from the Town's maintenance of the Facility including, but not limited to claims arising from the acts, omissions or negligence of its officers, employees, contractors, invitees or agents and against any and all claims arising from injuries or damages, however caused, sustained by any person or persons or to the property of any person, persons or other entities, including the Town.

12. Default. In the event User fails to fulfill or breaches any term, covenant, condition, provision or agreement contained in this Agreement, then User shall be in default. In the event of any such default by User, in addition to and not in lieu of any other remedies available to the Town at law or in equity, the Town shall have the option to immediately terminate this

Agreement and all rights of User hereunder by giving written notice of such intention to terminate and the Town shall have the right to immediately take possession of the Property without further notice to User.

13. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for their sole benefit and neither Party intends to benefit any other person or entity to assume any other duty beyond that expressly imposed by general law or this Agreement.

14. Assignment. User shall not assign or otherwise convey any right or obligation as set forth in this Agreement or any interest thereof without the express written consent of the Town. Any action by User which purports such assignment or conveyance shall be null and void and of no effect whatsoever.

15. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the Facility. Any amendment or modification of this Agreement shall be made only by a written instrument executed by authorized representatives of the Parties.

16. Severability. If any part of this Agreement is 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.

17. Notices. All notices and demands which may be, or are required to be, given by either party to the other hereunder shall be in writing and hand delivered with acknowledgement or sent by United States Certified or Registered Mail, postage prepaid, addressed to the parties as set forth below:

Town:
Town of Chino Valley
Attn: Town Manager
202 North SR 89
Chino Valley, AZ 86323

Copy to:
Chino Valley Police Department
Attn: Chief of Police
1950 Voss Dr. #301
Chino Valley, AZ 86323

User

Yavapai College
Attn: Helinda Carr Ryan Bounhuys
Purchasing + Contracting
Address:
1100 E. Sheldon St, Bldg 7
Prescott AZ 86301

Copy To:

Yavapai College Police
Attn: Interim Chief Strickland
Address:
1100 E. Sheldon St, Bldg 28
Prescott AZ 86301

18. Governing Law. This Agreement shall be governed by and construed or enforced in accordance with the laws of the State of Arizona.

19. Conflict of Interest. This Agreement may be terminated pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below:

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

USER: YAVAPAI COLLEGE POLICE DEPT.
an ARIZONA POLICE SUBDIVISION

By: [Signature]
Its: Town Mayor

By: [Signature]
Its: VP FINANCE & ADMINISTRATION

Date: 4/26/16

Date: 3/1/16

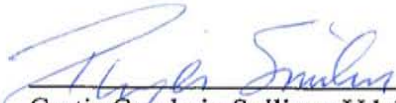
ATTEST:

[Signature]
Jami Lewis, Town Clerk

IGA ATTORNEY DETERMINATION


In accordance with the requirements of ARS Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) he or she reviewed the above Agreement on behalf of his or her respective clients; and, (2) as to his or her respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

For the Town of Chino Valley



Curtis Goodwin Sullivan Udal & Schwab
Town Attorney *Phyllis L.N. Simkey*
Date: 4/26/16

For Yavapai College

 (AS)

Attorney:
Date: 4/15/16

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

Signature

Date

Dr. Patricia McCarver
Chair, Board of Governors

Presenter : Patricia McCarver

Start Time : 2:30 PM

Item No : 16

Proposed By : Patricia McCarver

Time Req : 1

Proposed : 4/28/2016

Item Type : Consent Item

Policy No.	Description	Ref No
3.4.3.4	<p>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.</p> <p>Therefore, the Consent Agenda will be used to:</p> <p>a) Deal with items which the Board has delegated but is required to review or receive by relevant law or contract; and</p> <p>b) To escalate the processing of Board decisions which the Chair believes the Board may not need further deliberation.</p>	560679

Description : For Consideration for Approval of the Second Amendment to the Intergovernmental Agreement Between Yavapai College and the City of Prescott for the Purpose of Sharing Public Facilities - RECEIPT, DISCUSSION AND/OR DECISION

Details : For consideration for approval of the second amendment to the intergovernmental agreement (IGA) between Yavapai College and the City of Prescott for the purpose of sharing public facilities. The amendment extends the agreement through May 23, 2021 and allows for one (1) additional five (5) year term.

Attachments :

Title	Created	Filename
YC and City of Prescott Facilities IGA.pdf	May 02, 2016	YC and City of Prescott Facilities IGA.pdf
Orig City of Prescott Facilities IGA.pdf	May 05, 2016	Orig City of Prescott Facilities IGA.pdf
First Amend City of Prescott Facilities IGA.pdf	May 06, 2016	First Amend City of Prescott Facilities IGA.pdf

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Joint Use Agreement – Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Prescott, Arizona (“City”) and Yavapai County Community College District (“College”).

Witnesseth:

Whereas, on May 24, 2011, the Parties entered into that certain Joint Use Agreement – Intergovernmental Agreement between the City of Prescott, Arizona and The Yavapai County Community College District for the purpose of sharing public facilities for the period from May 24, 2011 through May 24, 2016, and;

Whereas on February 3, 2015, the City and College executed the First Amendment granting public access of the College’s recently renovated tennis courts, and incorporated Attachment A to this Amendment by adding a new paragraph 7 and renumbering paragraphs 7, 8, and 9 to be 8, 9, and 10, and;

Whereas, the City and College each desire to extend the Agreement for an additional five (5) year period from May 24, 2016, through May 23, 2021, and allow for one (1) additional five (5) year term, and;

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

1. Paragraph 9 is updated allowing for one (1) additional five (5) year term option, and that amended language is contained in the italicized portion of Paragraph 9 contained in revised Exhibit “A” to this Second Amendment, which is attached hereto and incorporated herein by reference.
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 SECOND AMENDMENT TO AGREEMENT TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

FOR CITY OF PRESCOTT:

FOR YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT:

By: _____
Hon. Harry Oberg

By: _____
Dr. Patricia McCarver

Title: Mayor

Title: District Governing Board Chair

Date: _____

Date: _____

ATTEST FOR CITY:

ATTEST FOR COLLEGE:

Dana R. DeLong,
City Clerk

Karen Jones,
Executive Assistant

ATTORNEY DETERMINATION

In accordance with the requirements of A.R.S. §11-952(D), each of the undersigned attorneys acknowledges that: (1) he reviewed the above Agreement on behalf of his/her client; and, (2) as to his/her respective client only, each attorney has determined that this Agreement is in proper form and is within powers and authority granted under the laws of the State of Arizona.

Jon M. Paladini

City Attorney for City of Prescott

Date: _____



Name:

Attorney for Yavapai College

Date: 4/19/16

7. Yavapai College Tennis Courts **Attachment A to Amendment #2**

The College will continue to be responsible for the courts' maintenance, upkeep, and custodial needs including parking areas, landscaping, and adjacent areas that are within the College's property boundary. The City will continue to be responsible for maintenance, upkeep and custodial needs for its property that abuts and is adjacent to the College property in the area of the tennis courts, e.g., Bill Vallely fields, restrooms, parking lots, etc.).

The College will pay for all related utilities for the Tennis courts.

The College will schedule use of the Tennis Courts, with College programs taking priority, and allowing frequent, daily use of the Court(s) by the citizens of Prescott and the general public for tennis related activities appropriate for such a facility. Such public use may require the assessment of nominal use fees to use the courts consistent with other College recreational facilities.

In the event of safety concerns such as inclement weather, maintenance or other issues, the College reserves the right to close the tennis courts until conditions improve adequately to reopen them as determined by the College.

8. Termination of agreement

This agreement is subject to termination upon mutual agreement of both Parties upon 180 days written notice. In the event that termination occurs during the middle of a season, the current season if any will allowed to be completed.


9. Renewal of Agreement

This agreement is renewable for one (1) additional five (5) year term if agreed upon in writing by both Parties. The College shall provide a written notice of its intention to renew ninety (90) days prior to the termination of the effective term. *The renewal would extend the agreement from May 24, 2021 through May 23, 2026.*

10. Miscellaneous provisions

- a. The uses granted herein shall apply only to the Parties herein, and are not assignable.
- b. The College shall accept the properties referred to in this agreement in their existing condition. No representations, statements or warranties, express or implied, have been made by or on behalf of Prescott as to the condition thereof. In no event shall Prescott be liable for any defect in such property or for any limitation on its use.

B: 4623 P: 698 07/19/2011 01:55:17 PM AG
Ana Wayman-Trujillo
OFFICIAL RECORDS OF YAVAPAI COUNTY \$6.00
CITY OF PRESCOTT 2011-0037693

B: 4823 P: 698 07/19/2011 01:55:17 PM AG
\$6.00 Page: 1 of 11 2011-0037693


Fee
\$0
\$8
\$5
\$1
\$0

RECORDED AT THE REQUEST OF:

City of Prescott

WHEN RECORDED, PLEASE
RETURN TO:

Prescott City Clerk's Office
Interoffice Mail

Caption: **City of Prescott Agreement 2011-447**
 Joint Use Agreement – Intergovernmental Agreement
 City of Prescott/Yavapai Community College District
 Sharing of Public Facilities
 Approved via Resolution No. 4078-1148 – 05/24/11

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

**JOINT USE AGREEMENT – INTERGOVERNMENTAL AGREEMENT
BETWEEN
YAVAPAI COMMUNITY COLLEGE DISTRICT
AND THE CITY OF PRESCOTT
TO SHARE PUBLIC FACILITIES**

The following Parties: the Governing Board of Yavapai County Community College District, doing business as Yavapai College, a community college district of the State of Arizona (hereinafter the "College"), Prescott campus, a comprehensive community college with a wide range of academic, vocational and community service programs and the City Council of the City of Prescott, a municipal corporation of the State of Arizona for and on behalf of the City Parks, Recreation and Library Department (hereinafter the "City"), which offers leisure services for the community, enter into a cooperative venture to share public facilities. The Parties agree that this cooperative venture is in the best interest of the College, the City and surrounding community.

This agreement becomes effective upon the final approval dates by the Yavapai Community College District Governing Board and the City Council of Prescott. The duration of this agreement shall be in effect for a minimum period of five (5) years with one opportunity for renewal for an additional five (5) years unless earlier terminated as provided for in Section 8 below.

The Parties agree to the following facilities joint use and maintenance requirements:

1. **Roughrider Park Baseball Field**

The College will schedule usage of the Roughrider Park Baseball Field (hereinafter the "Baseball Field") year-round. The City shall use the Baseball Field for programs and tournaments subject to availability and scheduling through the College.

The College will be responsible for all utility bills (including water), irrigation and mowing, locking/unlocking gates, scoreboard, and maintenance storage buildings.

Each entity will be responsible for general maintenance, such as trash removal, restroom cleaning or rental, field preparation, etc., limited to general maintenance incurred or necessitated by each Party's respective use of the Baseball Field during the period of time of their respective use.



2. Ken Lindley Field

The City will schedule the usage of Ken Lindley Field_(hereinafter "Soccer Field") from August 1 through November 15 in accordance with the following conditions:

- a. The College will receive top priority in scheduling except when the City needs the softball facility to finish summer season and/or host national softball tournaments, which will require a typical softball set to remain in place (using portable fence after 1 August) or to be set up prior to the tournament and removed after the tournament, whichever best accommodates the needs of the parties. The City shall provide one year advance notice to the College when the City needs the Soccer Field to host national softball tournaments.
- b. The College shall be entitled to a minimum of 100 hours of soccer team practice on the field, as determined by mutual agreement between the Parties.
- c. The College shall be entitled to field usage for a cumulative total of 50 hours for game days after Labor Day weekend, during the period September through November. These 50 hours are in addition to the 100 hours of soccer team practice referenced in 2.b. above.
- d. The College shall be entitled to field usage February 1 to May 1 for soccer practices and camps as scheduled through the Recreation Programming Office (Parks and Recreation of the City of Prescott).
- e. The College shall be entitled to use of the scoreboard at the Soccer Field.
- f. The College will have exclusive locker room access and storage throughout the year; provided, however, that the City shall not incur any liability for any items which are stolen or damaged.
- g. The College may store soccer goals at the field at an approved location during season; provided, however, that the City shall not incur any liability for any items which are stolen or damaged.
- h. Weekly striping of Soccer Field will be performed by the City providing appropriate City staffing is available, including practices starting 1 August. If appropriate City staffing is not available, the College may stripe the Soccer Field with an adjusted (lowered) preparation fee that is negotiated between the Parties.
- i. Regular cutting of turf area will be performed by the City prior to College use.

- j. The City reserves the right to restrict use of the field (excluding regularly scheduled college games) due to weather and turf conditions as agreed by both parties to avoid turf damage, and shall assist with finding alternative practice locations the morning of the relocation if necessary. In any case, the College's responsibility for repairing turf damage will be limited to any damage caused by the College's use.
- k. The College shall oversee all locking and unlocking of Soccer Field gates during soccer practice and games.
- l. The College shall have permission to display Roughrider Club signs at the field on game days.
- m. The College shall be entitled to use stadium parking.
- n. The College is responsible to pay for any damage that may occur to City property from its use by the College pursuant to this Agreement.
- o. The College shall pay the City \$250 per game for soccer preparations to Ken Lindley Field, unless other arrangements have been negotiated under h. above.

The City retains the use and 100% of the revenue from the food and beverage concession stand at the field. The College agrees to work with the City to resolve any scheduling conflicts that may come up between August 1 and September 30; provided, however, that in the event of a conflict between a City event and a College event, the City event shall take precedence.

3. Walraven Gym

The City will be allowed use of Walraven Gym (hereinafter "The Gym") two nights per week for fall volleyball leagues (i.e., late September to mid-November), and two nights per week for winter basketball leagues (i.e., early January to mid-April) with the following conditions:

- a. The College will set up volleyball for the above City leagues OR will provide City staff with access to volleyball standards and nets, and necessary training in setting up.
- b. The College will permit use of scoreboard by the City.
- c. The College will be responsible for all maintenance and utilities of The Gym.
- d. In the event of an ACCAC (Arizona Community College Athletic Conference) Volleyball and/or Basketball schedule change due to weather, catastrophic conditions



(as defined in paragraph 10.p), or play-offs, the College Volleyball team(s) will receive priority scheduling.

- e. The College shall allow the City use of The Gym for one weekend in August for a basketball and/or volleyball tournament that doesn't conflict with the college's team use. This arrangement should be scheduled between the Parties no later than April 1 of the calendar year.

4. Bill Valley Fields

The City will schedule the usage of Bill Valley Fields (hereinafter "Valley") by the College Softball Team between August 15 through November 15 and January 1 through May 15 of each year in coordination with the Little League Schedule for that year, in accordance with the following conditions:

- a. The College will share usage with City programs with the City reserving the right to schedule alternative site for the College softball program (practice or games) due to field conditions and/or schedule conflicts.
- b. During the months of March, April, and May (i.e., Little League season) on days when Prescott Little League Inc. will be using fields, all College practices shall vacate upper field by 3:30pm (4:00pm for lower field practices and game days) in order for Little League field preparations and warmups to occur.
- c. The College shall be entitled to use Bill Valley Lower Field between Noon and 3:30 p.m. per day softball team practice on fields scheduled by the City during fall and spring season.
- d. The College shall be entitled to Valley for a cumulative total of seventy-five (75) hours for game days between January 15 through May 15 on fields scheduled by the City. The College will make their best effort to start games at Noon to minimize possible schedule conflicts with other users who may be scheduled by the City.
- e. The College shall lock gates to the lower field after each usage, provided there are no other scheduled users.
- f. The City reserves the right to adjust practice locations on a specific field in order to preserve turf, and /or restrict use of the Valley due to weather and turf conditions.
- g. The College will pay the City for field preparations for game days only, for fall and spring games, in the sum of \$2,000 through an invoice issued by the City to the College at the conclusion of the season no later than June 30th of each calendar year (i.e., beginning in 2013 due to previously agreed-upon improvements). The fee may be adjusted or waived by the City in consideration of improvements made to the facility by the College that has been agreed to by the Parties prior to installation.



- h. The College shall be entitled to use of the announcer's booth and scoreboards on the fields used by the College.
- i. The College will be allowed to construct/install an equipment storage facility at a location to be determined by mutual agreement between Parties.
- j. City crews will perform all field preparation and maintenance on game days, including field marking supplies and bases. The College shall perform all field preparation and maintenance on practice days. The College shall use City's utility vehicle, drags, hoses, and tools, with regular inspections by City staff to ensure damage is not occurring beyond normal wear. The College shall reimburse the City to damage to above if it is determined the College is responsible. The College will not be responsible for maintenance or repairs needed for normal wear and tear.
- k. The College shall have permission to display Roughrider Club signs at the field on game days.
- l. The College is responsible to pay for all officials including public address announcers.

5. **Yavapai Performance Hall**

The College will allow the City to use Hall facilities a minimum of two times a year, at the same use rate as paid by college activities.

6. **Grace Sparkes Activity Center**

Subject to availability, the City will allow the use of gymnasium and meeting space by College at the normal rental rate.

7. **Termination of agreement**

This agreement is subject to termination upon mutual agreement of both Parties upon 180 days written notice. In the event that termination occurs during the middle of a season, the current season if any will allowed to be completed.

8. **Renewal of Agreement**

This agreement is renewable for one (1) additional five (5) year term if agreed upon in writing by both Parties. The College shall provide a written notice of its intention to renew ninety (90) days prior to the termination of the original term.

9. **Miscellaneous provisions**

- a. The uses granted herein shall apply only to the Parties herein, and are not assignable.
- b. The College shall accept the properties referred to in this agreement in their existing condition. No representations, statements or warranties, express or implied, have been made by or on behalf of Prescott as to the condition thereof.
In no event shall Prescott be liable for any defect in such property or for any limitation on its use.



- c. The City shall accept the properties referred to in this agreement in their existing condition. No representations, statements or warranties, express or implied, have been made by or on behalf of the College as to the condition thereof. In no event shall the College be liable for any defect in such property or for any limitation on its use.

- d. The College shall, at the College's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term or any part of the term hereof regulating the use by College of the City facilities which are the subject of this agreement.

- e. The City shall, at the City's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term or any part of the term hereof regulating the use by City of the College facilities which are the subject of this agreement.

- f. Upon the termination of each use allowed pursuant to this Agreement, each Party will quit and surrender the premises, in as good order and condition as when the use first started, reasonable wear and tear excepted.

- g. The College may not perform any act or carry on any practice which may damage, mar or deface the City facility being utilized or any structures thereon. The City must provide written notification within seven (7) calendar days of any damage that it believes is the responsibility of the College.

- h. The City may not perform any act or carry on any practice which may damage, mar or deface the College facility being utilized or any structures thereon. The College must provide written notification within seven (7) calendar days of any damage that it believes is the responsibility of the city.

- i. The College may not install, operate or maintain on the City facility being utilized any electrical equipment which will overload the electrical system therein or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by City.

- j. The City may not install, operate or maintain on the College facility being utilized any electrical equipment which will overload the electrical system therein or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by College.

- k. Each party (as "Indemnitor") agrees to defend, indemnify, 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 act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

- l. Alterations and additions may not be made to any City facility. Any alteration or addition of the premises, excepting movable fixtures, made with the consent the City shall become part of the realty and shall belong to the City upon termination of that particular use.
- m. Alterations and additions may not be made to any College facility. Any alteration or addition of the premises, excepting movable fixtures, made with the consent the College shall become part of the realty and shall belong to the College upon termination of that particular use.
- n. Upon termination of this Agreement all property belonging to each Party shall be returned to that Party in as good as a condition as received by the other Party, reasonable wear and tear accepted.
- o. 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. Both Parties hereby irrevocably submit to the personal jurisdiction of the United States District Court for the District of Arizona or the Court of Yavapai County, Arizona in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agree that all claims in respect to any such action or proceeding may be heard or determined in either such court. The 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 attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.
- p. Force majeure: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- q. This Intergovernmental Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and it may only be amended, modified or waived by a written instrument signed by the authorized agents of the Parties hereto.
- r. Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:



City of Prescott
c/o Director
Parks, Recreation, and Library Department
P. O. Box 2059
Prescott, AZ 86302

Yavapai College
c/o President
1100 E Sheldon Street
Prescott, AZ 86301

With a copy to:
Yavapai College
c/o Director of Athletics
1100 E Sheldon Street
Prescott, AZ 86301

With a copy to:
Yavapai College
Director of Purchasing and Contracting
1100 E. Sheldon Street
Prescott, AZ 86301

These addresses may be changed by either Party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) calendar days after being mailed to each Party by the Party changing the address.

- s. Pursuant to ARS §38-511, either Party public agency hereto may cancel this Intergovernmental Agreement without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of said Party is, at any time in which the Agreement or any extension thereof is in effect, an employee or agent of any other Party to the Agreement in any capacity or a consultant to any other Party to the Agreement with respect to the subject matter of the Agreement.

SEAL

Marlin Kuykendall
MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

Elizabeth A. Burke
ELIZABETH A. BURKE
City Clerk

Matthew Kidd
GARY D. KIDD
City Attorney

APPROVED BY CITY COUNCIL

RES # 4078-1148 ORD # -
DATE: 5-24-11 EFF: 6-23-11

PASSED, APPROVED AND ADOPTED by the Yavapai Community College District Board

Dale Fitzner
Chairman of the Board

ATTEST:

Marilyn Yetter
Secretary of the Board

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

Matthew Kidd
GARY KIDD
City Attorney



Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Yavapai Community College District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the District.

[Handwritten signature] 5/3/11

Attorney

**AMENDMENT NO. 1 TO JOINT USE AGREEMENT
IGA BETWEEN CITY OF PRESCOTT AND YAVAPAI COUNTY COMMUNITY COLLEGE
DISTRICT
(CITY CONTRACT NO. 2011-447) A **

This First Amendment to Joint Use Agreement – Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Prescott, Arizona (“City”) and The Yavapai County Community College District (“College”).

Witnesseth:

Whereas, on May 24, 2011, the Parties entered into that certain Joint Use Agreement – Intergovernmental Agreement between the City of Prescott, Arizona and The Yavapai County Community College District for the purpose of sharing public facilities for the period from May 24, 2011 through May 24, 2016, and;

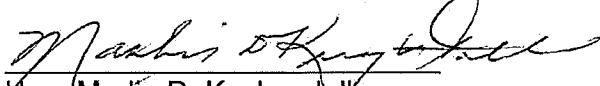
Whereas, the College has renovated its tennis courts, and both Parties wish to grant access to the public for use of the courts, and;

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

1. A new paragraph 7 shall be added in its entirety as indicated in attachment A.
2. Paragraphs 7, 8, and 9 shall be re-numbered to be 8, 9, and 10 as indicated in attachment A.
3. 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.

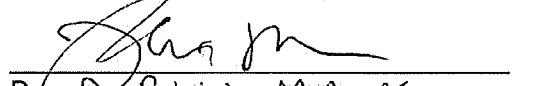
FOR CITY OF PRESCOTT:



Hon. Marlin D. Kuykendall,
Mayor

Date: 1-16-2015

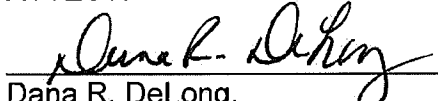
FOR YAVAPAI COLLEGE:



By: Dr. Patricia McCarver
Title: District Governing Board Chair

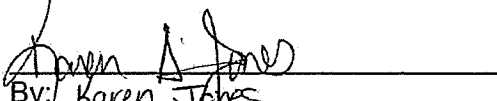
Date: 2/3/15

ATTEST:



Dana R. DeLong,
City Clerk

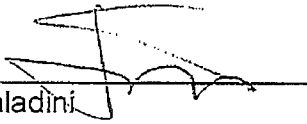
ATTEST FOR YAVAPAI COLLEGE:



By: Karen Jones
Title: Executive Assistant

ATTORNEY DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledges that: (1) he reviewed the above Agreement on behalf of his/her client; and, (2) as to his/her respective client only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



Jon M. Paladini

City Attorney for City of Prescott

Date: 1-16-15



Name:

Attorney for Yavapai College

Date: Jan. 23, 2015

ATTACHMENT A TO AMENDMENT NO. 1 (CITY CONTRACT NO. 2011-447)

7. Yavapai College Tennis Courts

The College will continue to be responsible for the maintenance, upkeep, and custodial needs of the tennis courts including parking areas, landscaping, and adjacent areas that are within the College's property boundary. The City will continue to be responsible for maintenance, upkeep and custodial needs for its property that abuts and is adjacent to the College property in the area of the tennis courts, e.g., Bill Valley fields, restrooms, parking lots, etc.).

The College will pay for all related utilities for the Tennis courts.

The College will schedule use of the Tennis Courts, with College programs taking priority, and allowing frequent, daily use of the Court(s) by the citizens of Prescott and the general public for tennis related activities appropriate for such a facility. Such public use may require the assessment of nominal use fees to use the courts consistent with other College recreational facilities.

In the event of safety concerns such as inclement weather, maintenance or other issues, the College reserves the right to close the tennis courts until conditions improve adequately to reopen them as determined by the College.

8. Termination of agreement

This agreement is subject to termination upon mutual agreement of both Parties upon 180 days written notice. In the event that termination occurs during the middle of a season, the current season if any will allowed to be completed.

9. Renewal of Agreement

This agreement is renewable for one (1) additional five (5) year term if agreed upon in writing by both Parties. The College shall provide a written notice of its intention to renew ninety (90) days prior to the termination of the original term.

10. Miscellaneous provisions

- a. The uses granted herein shall apply only to the Parties herein, and are not assignable.
- b. The College shall accept the properties referred to in this agreement in their existing condition. No representations, statements or warranties, express or implied, have been made by or on behalf of Prescott as to the condition thereof. In no event shall Prescott be liable for any defect in such property or for any limitation on its use.

Presenter : Patricia McCarver

Start Time : 2:31 PM

Item No : 17

Proposed By : Patricia McCarver

Time Req : 1

Proposed : 4/28/2016

Item Type : Consent Item

Policy No.	Description	Ref No
3.4.3.4	<p>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.</p> <p>Therefore, the Consent Agenda will be used to:</p> <ul style="list-style-type: none">a) Deal with items which the Board has delegated but is required to review or receive by relevant law or contract; andb) To escalate the processing of Board decisions which the Chair believes the Board may not need further deliberation.	560679

Description : For Consideration for Approval of the Intergovernmental Agreement Between Yavapai College and Central Yavapai Fire District - RECEIPT, DISCUSSION AND/OR DECISION

Details : For consideration for approval of the intergovernmental agreement (IGA) between Yavapai College and Central Yavapai Fire District to more effectively and economically provide maintenance and repairs for the College's fire apparatus and related equipment.

Attachments :

Title	Created	Filename
Central Yavapai Fire IGA.pdf	May 06, 2016	Central Yavapai Fire IGA.pdf

RECORDED AT THE REQUEST OF
AND WHEN RECORDED, RETURN TO:

Central Yavapai Fire District
8555 E. Yavapai Road
Prescott Valley, AZ 86314

**INTERGOVERNMENTAL AGREEMENT FOR
FIRE APPARATUS MAINTENANCE AND REPAIRS
BETWEEN CENTRAL YAVAPAI FIRE DISTRICT
AND Yavapai College**

PREAMBLE

This Agreement, effective the date of final signature, by and between the CENTRAL YAVAPAI FIRE DISTRICT, a political subdivision of the State of Arizona ("DISTRICT") and Yavapai County Community College District (the "COLLEGE").

RECITALS

WHEREAS, the COLLEGE and DISTRICT are empowered pursuant to A.R.S. §11-952 and A.R.S. §48-805 to enter into this Agreement for purposes of carrying out their mutual responsibilities; and

WHEREAS, the COLLEGE and DISTRICT wish to cooperate with each other in order to more effectively and economically provide maintenance and repairs for fire apparatus and related equipment (collectively, "**Apparatus**") consistent with the terms and conditions set forth herein.

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

COVENANTS

SECTION 1. - SCOPE OF WORK AND COMPENSATION

DISTRICT'S responsibilities and obligations

1. For the term of this Agreement, the DISTRICT shall provide full maintenance and repair services for the COLLEGE'S Apparatus, as needed on a 24-hour basis, seven days per week, consistent with the manufacturer's recommended maintenance schedules, and subject to the DISTRICT'S established repair schedule and prior maintenance or repair commitments. (Fleet records management is not included as part of this Agreement. COLLEGE will be responsible for advising the DISTRICT when a repair or maintenance is needed.)

2. The DISTRICT, at its fleet maintenance facility, will perform routine preventative maintenance and major repairs for COLLEGE's Apparatus, as requested by the COLLEGE.
3. The DISTRICT will provide total cost estimates for all services to COLLEGE's Representative for approval prior to beginning services.
4. The DISTRICT may provide emergency maintenance services at an alternate facility, when necessary and appropriate as determined by the COLLEGE's Representative.
5. In providing maintenance services for the COLLEGE's Apparatus, upon approval from COLLEGE Representative, the DISTRICT, may obtain maintenance assistance from an outside source, and may subcontract for maintenance or repairs ("Outside Contractor".)
6. The DISTRICT shall maintain records on all repairs made to the COLLEGE's Apparatus and shall provide the COLLEGE with a quarterly report of all repairs made.
7. The DISTRICT may submit an invoice to the COLLEGE on a monthly or quarterly basis reflecting the compensation owed to the DISTRICT.
8. The DISTRICT agrees that the priority given to the COLLEGE's out of service front line Apparatus for emergency repairs shall be comparable to the priorities given to other apparatus being serviced by the DISTRICT on an emergency basis. In addition, non-emergency repairs shall be assigned the appropriate priority at the discretion of the Fleet Service Manager, taking into consideration all other maintenance and repair commitments.

COLLEGE's responsibilities and obligations

1. The COLLEGE shall both deliver and pick up from the DISTRICT'S fleet maintenance facility all Apparatus except as provided for in Section 1, Paragraph 3 above.
2. Compensation to be paid to the DISTRICT shall be as follows:
 - a. The COLLEGE agrees to pay a base labor rate of \$106.75 per hour for heavy duty vehicle repair; which includes vehicles having a GVW in excess of 19,000 pounds, for all vehicles which have airbrakes, and for all pump work. The COLLEGE also agrees to pay a base labor rate of \$85.00 per hour for light duty vehicle repair; which includes small vehicles and ambulances having a GVW of 19,000 pounds or less (excluding vehicles with airbrakes which are considered heavy duty vehicles). Pump work is

not included in the light duty rate. These rates apply to maintenance services performed between the hours of 7am and 6pm, Monday through Friday.

- b. The COLLEGE agrees to pay a labor rate of 1.5 times the base labor rate set forth in Paragraph 2(a) above for maintenance performed on weekends, holidays, and for services performed outside the weekday hours stated above.
 - c. In addition to the hourly labor rate stated in Paragraphs 2(a) and 2(b) above, the COLLEGE agrees to pay for all parts and materials utilized in any repair performed by the District pursuant to this Agreement. The cost for such parts and materials shall be the DISTRICT'S cost, plus a ten percent (10%) handling fee.
 - d. The COLLEGE agrees to pay for any fees and costs incurred in the event the DISTRICT obtains maintenance assistance from an Outside Contractor. The fee to be paid by the COLLEGE for such outside maintenance assistance shall be the DISTRICT'S cost, plus a ten percent (10%) handling fee.
 - e. The labor rates will be jointly reviewed annually on April 1st, and any adjustment resulting therefrom shall be effective July 1 of that year (commencing July 1, 2010 and annually thereafter). If no review is had, or adjustment agreed to, the rate shall be the rate then in effect, plus six percent (6%).
 - f. The COLLEGE agrees that the minimum charge for any service rendered under this Agreement will be for one hour.
3. The COLLEGE agrees to pay the DISTRICT within 30 days of receiving an invoice from the DISTRICT.
 4. The COLLEGE agrees to establish and provide to the DISTRICT a list of personnel who are authorized to approve maintenance repairs and work to be done, and shall be solely responsible for training said personnel and maintaining their expertise and competence.
 5. So long as the DISTRICT reasonably relied on the work authorization given to it, the parties agree that the DISTRICT shall be paid pursuant to its rates as set forth in Paragraph 2 above.

SECTION 2. - GENERAL PROVISIONS

Nothing contained in this Agreement shall create any partnership or joint venture between the parties. Each party shall at all times be independent of each other and shall not at any time purport to act as an employee or agent of any other party.

The DISTRICT shall be excused for delay or failure to perform its obligations under this Agreement, in whole or part, when and to the extent that such delay or failure is a result of scheduling conflicts or causes beyond the reasonable control of the DISTRICT. Such causes include, without limitation, acts of God, acts of the public enemy, acts of the federal or state government, fire, floods, epidemics, quarantine restrictions or embargo. In addition, the DISTRICT shall not be responsible for delays caused by the acts or omissions of an Outside Contractor.

SECTION 3. - SEVERABILITY

If any provision of this Agreement shall be held to be unenforceable, it shall be deemed severable; however, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

SECTION 4. - DURATION OF AGREEMENT

This Agreement shall become effective upon the effective adoption and execution of this Agreement by both parties and, where required, the recordation of the same (the "Effective Date"), and shall automatically renew itself from year to year thereafter, until terminated.

SECTION 5. - LIABILITY INSURANCE

Each party shall maintain, during the life of this Agreement, a policy of liability insurance in the amount of not less than \$1,000,000 per occurrence with an aggregate liability coverage of not less than \$2,000,000.

The COLLEGE shall maintain property damage insurance covering damage which may occur to the COLLEGE's Apparatus while being or awaiting repair or service, or located on the property of the DISTRICT, including any damage by reason of vandalism.

COLLEGE acknowledges that the DISTRICT may, from time to time, cause work to be done by an outside source ("Outside Contractor.") In conjunction therewith, the COLLEGE agrees that the DISTRICT shall not be liable for any damage incurred by reason of the conduct of any Outside Contractor and agrees to hold the DISTRICT harmless from all costs, damages, or liability to the COLLEGE's Apparatus if caused by the conduct, or negligent act or omission of

an Outside Contractor, including any claim for negligent supervision. Nothing herein shall prevent the COLLEGE from pursuing a claim against any Outside Contractor providing services under this Agreement.

Each party shall provide the other with proof of insurance within thirty (30) days after the execution of this Agreement.

SECTION 6. - TERMINATION

This Agreement will terminate upon written notice should the governing body of either party fail to allocate funds for its continued implementation. Should termination occur due to said non-allocation, the non-allocating party shall give ninety (90) days written notice to the other party prior to said termination. The DISTRICT shall be entitled to payment for services incurred up to the effective date of said notice.

In addition, either party may terminate their participation in this Agreement, for any reason, effective ninety (90) days from the giving of written notice to the other party at the following addresses:

Central Yavapai Fire District	Yavapai College
Attn: Fire Chief	Attn: Director of Purchasing
8555 E. Yavapai Road	1100 E. Sheldon Street
Prescott Valley, Arizona 86314	Prescott, Arizona 86301

Either party may cancel this Agreement, pursuant to the requirements of A.R.S. §38-511.

SECTION 7. - IMMIGRATION; LEGAL ARIZONA WORKERS ACT COMPLIANCE.

Both parties are governmental entities that are required to comply with A.R.S. §41-4401. The parties hereby warrant that they will, at all times during the terms of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "State and Federal Immigration Laws"). Both parties further agree to insure that each subcontractor that performs any work under this Agreement likewise complies with the State and Federal Immigration Laws.

A breach of a warranty regarding compliance with the State and Federal Immigration Laws shall be deemed a material breach of the Agreement and the parties who breach may be subject to penalties up to and including termination of the Agreement.

Each entity retains the legal right to inspect the papers of any contractor or subcontractor working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the State and Federal Immigration Laws.

SECTION 8. - CONSEQUENTIAL DAMAGES; CONTRIBUTION; THIRD PARTIES

The DISTRICT shall not be liable for any consequential damages associated with the maintenance or repair of vehicles pursuant to this Agreement.

Nothing herein shall be construed to waive any claim for contribution or allocation of fault as it relates to claims arising from the negligent action or omission of the other party.

This Agreement shall not be construed as a third party beneficiary contract and shall be intended to benefit only the parties named specifically herein.

DISTRICT has not been provided information as to how the vehicle or equipment being serviced under this Agreement are to be used, and gives no warranties and makes no assurances as to the reliability or use of the parts installed by the DISTRICT pursuant to this Agreement. In conjunction therewith, the DISTRICT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OF MERCHANTABILITY.

SECTION 9. - WORKERS' COMPENSATION COVERAGE

All employees of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this particular Agreement, shall be deemed to be an employee of the party who is his or her primary employer, as provided in A.R.S. §23-1022(D), and the primary employer/party of such an employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the public notice required. In conjunction herewith, it is recognized that the Fleet Service Manager is an employee of the DISTRICT for the purposes of employment and benefit law.

SECTION 10. - NON-DISCRIMINATION

The parties will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The parties will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Orders 99-4 and 2000-4.

SECTION 12. - WAIVER OF JURY TRIAL; ATTORNEYS' FEES

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 agree to submit to a trial before the Court. The parties hereto further expressly covenant and agree that in the event of a dispute, mediation, arbitration or litigation arising from this IGA, each party shall bear its own attorneys' fees and costs and neither shall be entitled to an award of attorneys' fees.

This Agreement is intended to replace and supersede any prior agreements and amendments in their entirety, entered into between the parties relating to fire apparatus maintenance and repairs.

IN WITNESS WHEREOF, the parties enter into this Agreement on the date set forth below.

APPROVALS

CENTRAL YAVAPAI FIRE DISTRICT

Yavapai County Community
College District

Chairman/Fire Board Date

 5/5/16

Penelope H. Wills, Ph.D. Date
President

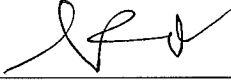
Clerk/Fire Board Date

Dr. Patricia McCarver Date
Chairman/ Board

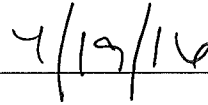
Fire Chief Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION
PURSUANT TO ARIZONA REVISED STATUTES SECTION 11-952.D

The undersigned attorney for Yavapai County Community College District, of Yavapai County has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona to the District.



Attorney for Yavapai County
Community College District



Date

Presenter : Patricia McCarver

Start Time : 2:32 PM

Item No : 18

Proposed By : Patricia McCarver

Time Req : 1

Proposed : 5/5/2016

Item Type : Consent Item

Policy No.	Description	Ref No
3.4.3.4	<p>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.</p> <p>Therefore, the Consent Agenda will be used to:</p> <ul style="list-style-type: none">a) Deal with items which the Board has delegated but is required to review or receive by relevant law or contract; andb) To escalate the processing of Board decisions which the Chair believes the Board may not need further deliberation.	560679

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 September 30, 2016.

Attachments :

Title	Created	Filename
YouthStep IGA Summer 2016.pdf	May 06, 2016	YouthStep IGA Summer 2016.pdf

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

This is an Intergovernmental Agreement (“Agreement”) entered into pursuant to ARS § 11-952 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”), each of which is a public agency of the State of Arizona as that term is defined in A.R.S. § 11-952.

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;

NOW, THEREFORE, pursuant to ARS § 11-952 Yavapai County, YCJCC and the College hereby agree as follows:

ARTICLE I

DURATION OF AGREEMENT: This Agreement shall become effective upon execution and shall terminate on the 30th day of September, 2016.

ARTICLE II

PURPOSE: 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 16 juvenile offenders. The collaboration of partner agencies includes YCJCC, Community Counts, 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

FINANCE AND BUDGET: The budget for the Program is split between two fiscal years, FY 2015-2016 and FY 2016-2017. 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 2015-2016 Budget

The College, on or before July 15, 2016, will submit invoices to YCJCC for expenditure reimbursement. All expenditures must be expended by June 30, 2016. 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	\$12,185.00
ERE	\$1,828.00
Contract Services	\$14,976.00
Operating & Supplies	\$1,850.00
Travel	\$911.00
Total	\$31,750.00

B. Fiscal Year 2016-2017 Budget

The College, on or before October 15, 2016, will submit invoices to YCJCC for expenditure reimbursement. All expenditures must be expended by September 30, 2016. 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	\$7,241.00
ERE	\$1,086.00
Contract Services	\$11,980.00
Operating & Supplies	\$600.00
Travel	\$762.00
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 to expend funds in the amount of **\$31,750.00** during Fiscal Year 2015-2016 as enumerated in Article IV, A and in the amount of **\$21,669.00** during Fiscal Year 2016-2017 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 2015-2016 funds shall be expended by June 30, 2016 and invoiced to YCJCC by July 15, 2016. Fiscal Year 2016-2017 funds shall be expended by September 30, 2016 and invoiced to YCJCC by October 15, 2016. 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

FINGERPRINTING: 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

AUDIT OF RECORDS: 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

TERMINATION: 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 parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part hereof. 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 or agent of the College with respect to the subject matter of this Agreement.

ARTICLE XI

INDEMNIFICATION: 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

INSURANCE: 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

COMPLIANCE WITH LAWS: 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

SEVERABILITY: 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

MODIFICATIONS: 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 or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the YCJCC at the end of the period for which funds are available. No liability shall accrue to the YCJCC in the event this provision is exercised, and the YCJCC 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

ARBITRATION: 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 and A.R.S. 12-133 except as may be required by other applicable statutes.

ARTICLE XX

INVALIDITY OF PART OF THE AGREEMENT: 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

NOTICES: 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 Director of Juvenile Court Services Yavapai County Juvenile Court 1100 Prescott Lakes Parkway Prescott, Arizona 86301	Ryan Bouwhuis Director of Purchasing and Contracts Yavapai College 1100 E. Sheldon St. Prescott, Arizona 86301
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ARTICLE XXII

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

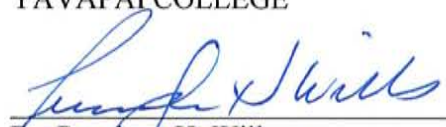
- 1) The Parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrant compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility 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.

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

YAVAPAI COUNTY JUVENILE COURT

YAVAPAI COLLEGE

Honorable Anna Young
Yavapai County Presiding Juvenile Judge



Dr. Penelope H. Wills
President, Yavapai College

Date

5/6/14

Date

Dr. Patricia McCarver
Chair, Board of Governors

Date

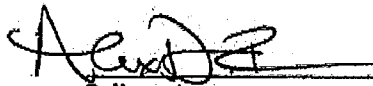
INTERGOVERNMENTAL AGREEMENT:

REVIEWED AND APPROVED AS TO FORM

The foregoing Intergovernmental 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

OFFICE of the ATTORNEY GENERAL
STATE of ARIZONA


College Attorney 4/21/2016 Date

*See attached INTERGOVERNMENTAL
AGREEMENT DETERMINATION form

Alex D. Ivan
Printed Name

In place of C Benson Hafford

Presenter : Patricia McCarver

Start Time : 2:33 PM

Item No : 19

Proposed By : Patricia McCarver

Time Req : 0

Proposed : 2/12/2016

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 re-exploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation.	558881

Description : INFORMATION (CONTINUED) - HEADING

Details :

Attachments :

No Attachments

Presenter : Patricia McCarver

Start Time : 2:33 PM

Item No : 20

Proposed By : Patricia McCarver

Time Req : 10

Proposed : 2/12/2016

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: 2016 Commencement Ceremonies; District Governing Board Focus Forums; Faculty Summer Institute; Yavapai Combined Trust Quarterly Report; YCSA Update; College Highlights; Facilities Management News; and Other Related Information - INFORMATION AND/OR DISCUSSION

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

- 2016 Commencement Ceremonies
- District Governing Board Focus Forums - Dennis Garvey, Dean for Lifelong Learning
- Faculty Summer Institute
- Yavapai Combined Trust Quarterly Report - Attached - Information Only
- YCSA Update - Attached - Information Only
- College Highlights - Attached - Information Only
- Facilities Management News - Attached - Information Only
- Other Related Information

Attachments :

Title	Created	Filename
YCT Monthly Report - Data thru Feb 2016.pdf	Apr 28, 2016	YCT Monthly Report - Data thru Feb 2016.pdf
YCSA Update-May 2016.pdf	Apr 28, 2016	YCSA Update-May 2016.pdf
May 2016 College Highlights.pdf	May 06, 2016	May 2016 College Highlights.pdf
May 2016 Facilities Management News.pdf	May 06, 2016	May 2016 Facilities Management News.pdf



Yavapai Combined Trust

Monthly Report

Reporting Period: July 2015 through June 2016

(Updated February 2016)

 Segal Consulting

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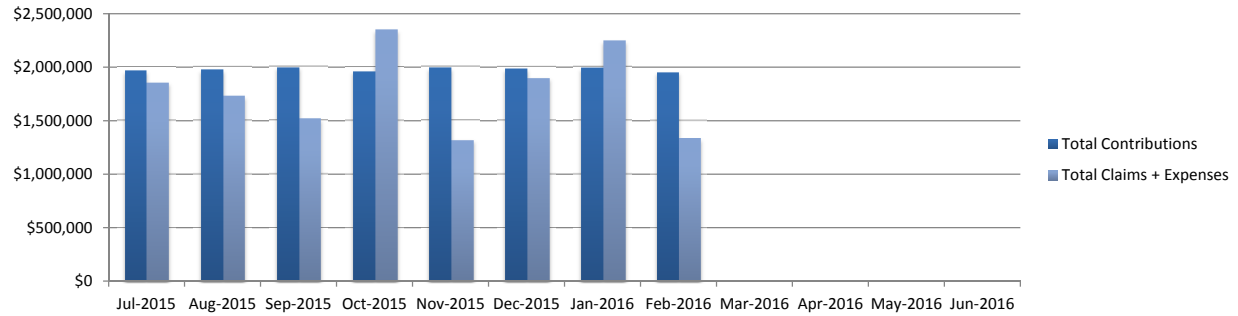


Yavapai Combined Trust Monthly Contributions vs. Expense Report



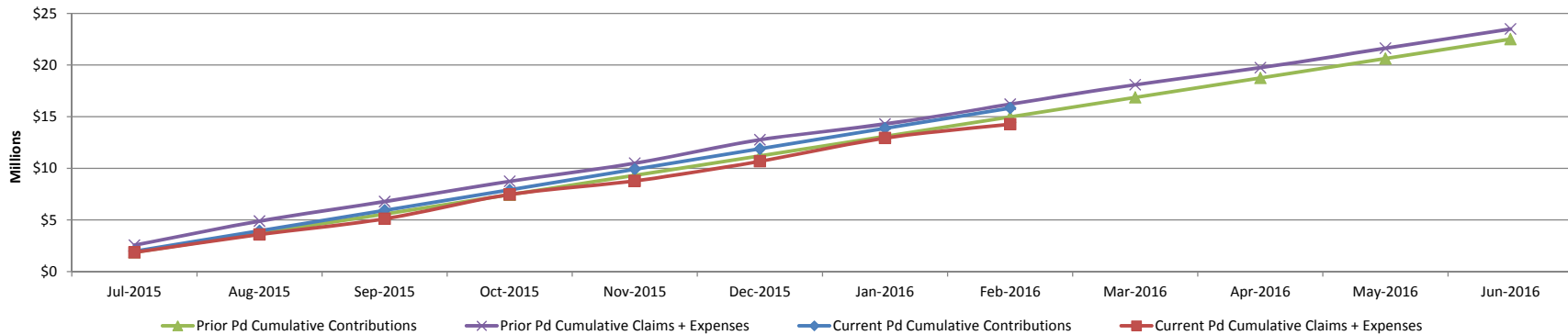
Total Paid claims during the period July 2015 through February 2016 are 12.8% less than total paid claims during the same period in the prior plan year.

The overall paid loss ratio is 90.1% for the current plan year to date, demonstrating an improvement from last year's plan year loss ratio of 104.3%.



	Medical Enrollment	Contributions ⁽¹⁾	Paid Claims					Total Claims	Expenses	Net Surplus/(Loss)	Loss Ratio
			Medical	Pharmacy	Dental	Vision	STD				
Jul-2015	2,342	\$1,967,638	\$1,166,182	\$222,972	\$185,851	\$67,403	\$18,003	\$1,660,411	\$198,860	\$108,367	94.5%
Aug-2015	2,355	\$1,975,331	\$1,041,475	\$267,743	\$175,892	\$50,918	\$12,775	\$1,548,803	\$182,553	\$243,975	87.6%
Sep-2015	2,355	\$1,997,564	\$888,747	\$285,240	\$117,807	\$27,411	\$10,768	\$1,329,973	\$191,253	\$476,338	76.2%
Oct-2015	2,369	\$1,962,602	\$1,677,335	\$253,662	\$199,951	\$35,459	\$5,086	\$2,171,492	\$180,136	(\$389,026)	119.8%
Nov-2015	2,372	\$1,993,467	\$709,970	\$260,327	\$98,439	\$21,188	\$8,549	\$1,098,471	\$221,369	\$673,627	66.2%
Dec-2015	2,367	\$1,982,412	\$1,189,644	\$206,415	\$127,343	\$22,262	\$6,840	\$1,552,505	\$345,838	\$84,069	95.8%
Jan-2016	2,381	\$1,993,928	\$1,578,114	\$284,256	\$159,377	\$18,876	\$5,493	\$2,046,116	\$198,459	(\$250,647)	112.6%
Feb-2016	2,369	\$1,954,931	\$777,794	\$246,095	\$105,120	\$18,426	\$7,167	\$1,154,601	\$184,364	\$615,966	68.5%
Mar-2016											
Apr-2016											
May-2016											
Jun-2016											
TOTAL	18,910	\$15,827,874	\$9,029,261	\$2,026,709	\$1,169,780	\$261,942	\$74,681	\$12,562,373	\$1,702,832	\$1,562,669	90.1%
Average	2,364	\$1,978,484	\$1,128,658	\$253,339	\$146,222	\$32,743	\$9,335	\$1,570,297	\$212,854	\$195,334	90.1%
Prior Pd (8 month) Avg	2,311	\$1,871,235	\$1,273,266	\$343,422	\$139,985	\$35,343	\$9,486	\$1,801,502	\$224,134	(\$154,401)	108.3%
Change from Prior Pd	2.3%	5.7%	-11.4%	-26.2%	4.5%	-7.4%	-1.6%	-12.8%	-5.0%	n/a	n/a
Prior Plan Year Avg	2,323	\$1,875,676	\$1,221,014	\$346,113	\$134,807	\$32,163	\$10,814	\$1,744,911	\$212,150	(\$81,385)	104.3%
Change from Prior PY Avg	1.8%	5.5%	-7.6%	-26.8%	8.5%	1.8%	-13.7%	-10.0%	0.3%	n/a	n/a

(1) Includes COBRA contributions

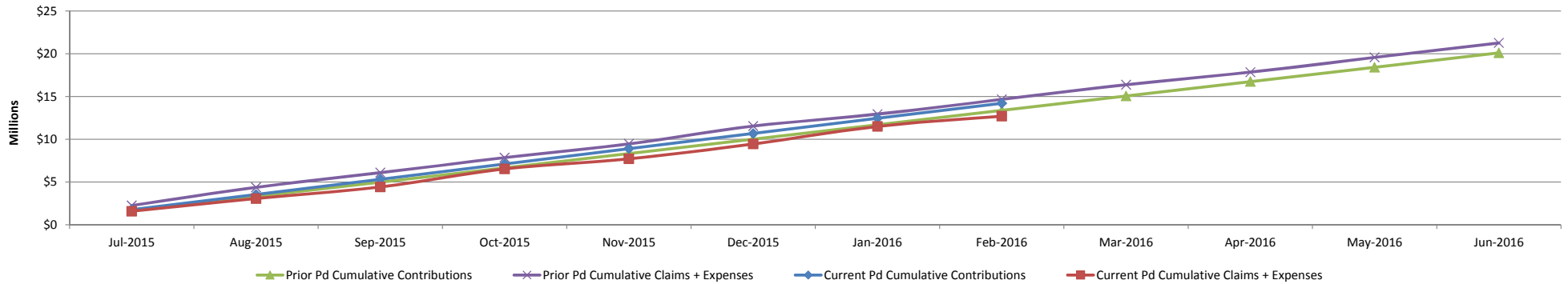


Medical claims during the current plan year to date are 13.0% below the Medical claims of the same period in the prior plan year, and Rx claims are 20.2% below that of the prior same period of the prior year. The medical/rx loss ratio is improved from the prior plan year to 89.4% vs the prior plan year of 105.8%.



	Enrollment	Contributions ⁽¹⁾	Paid Claims					Stop Loss Refunds	Rx Rebates	Plan Expenses	Total Cost	Net Surplus/(Loss)	Loss Ratio
			Premier	Basic Plus	HDHP	Medical	Rx						
Jul-2015	2,342	\$1,766,631	\$680,304	\$428,357	\$57,522	\$1,166,182	\$222,972	\$0	\$0	\$192,019	\$1,581,173	\$185,458	89.5%
Aug-2015	2,355	\$1,773,152	\$691,387	\$317,644	\$59,282	\$1,068,314	\$267,743	(\$26,838)	\$0	\$175,672	\$1,484,890	\$288,262	83.7%
Sep-2015	2,355	\$1,796,278	\$428,796	\$321,243	\$138,708	\$888,747	\$285,963	\$0	(\$723)	\$184,378	\$1,358,365	\$437,913	75.6%
Oct-2015	2,369	\$1,763,256	\$1,296,237	\$347,376	\$79,442	\$1,723,054	\$279,235	(\$45,720)	(\$25,573)	\$173,267	\$2,104,263	(\$341,007)	119.3%
Nov-2015	2,372	\$1,791,166	\$490,908	\$196,975	\$22,086	\$709,970	\$260,327	\$0	\$0	\$214,424	\$1,184,720	\$606,445	66.1%
Dec-2015	2,367	\$1,780,050	\$684,526	\$332,443	\$172,675	\$1,189,644	\$276,986	\$0	(\$70,571)	\$338,911	\$1,734,971	\$45,079	97.5%
Jan-2016	2,381	\$1,790,764	\$699,461	\$702,818	\$175,834	\$1,578,114	\$284,256	\$0	\$0	\$191,499	\$2,053,869	(\$263,105)	114.7%
Feb-2016	2,369	\$1,752,350	\$415,814	\$325,220	\$36,760	\$777,794	\$315,396	\$0	(\$69,302)	\$177,412	\$1,201,300	\$551,050	68.6%
Mar-2016													
Apr-2016													
May-2016													
Jun-2016													
TOTAL	18,910	\$14,213,646	\$5,387,434	\$2,972,075	\$742,310	\$9,101,819	\$2,192,879	(\$72,558)	(\$166,169)	\$1,647,581	\$12,703,551	\$1,510,095	89.4%
Average	2,364	\$1,776,706	\$673,429	\$371,509	\$92,789	\$1,137,727	\$274,110	(\$9,070)	(\$20,771)	\$205,948	\$1,587,944	\$188,762	89.4%
Prior Pd (8 month) Avg	2,311	\$1,671,689	\$679,938	\$586,692	\$40,456	\$1,307,086	\$343,422	(\$33,820)	\$0	\$217,293	\$1,833,981	(\$162,291)	109.7%
Change from Prior Pd	2.3%	6.3%	-1.0%	-36.7%	129.4%	-13.0%	-20.2%	-73.2%	n/a	-5.2%	-13.4%	n/a	n/a
Prior Plan Year Avg	2,323	\$1,675,621	\$707,744	\$534,369	\$46,105	\$1,288,218	\$346,113	(\$67,204)	\$0	\$205,291	\$1,772,418	\$1,470,330	105.8%
Change from Prior PY Avg	1.8%	6.0%	-4.8%	-30.5%	101.3%	-11.7%	-20.8%	-86.5%	n/a	0.3%	-10.4%	n/a	n/a

(1) Includes COBRA contributions



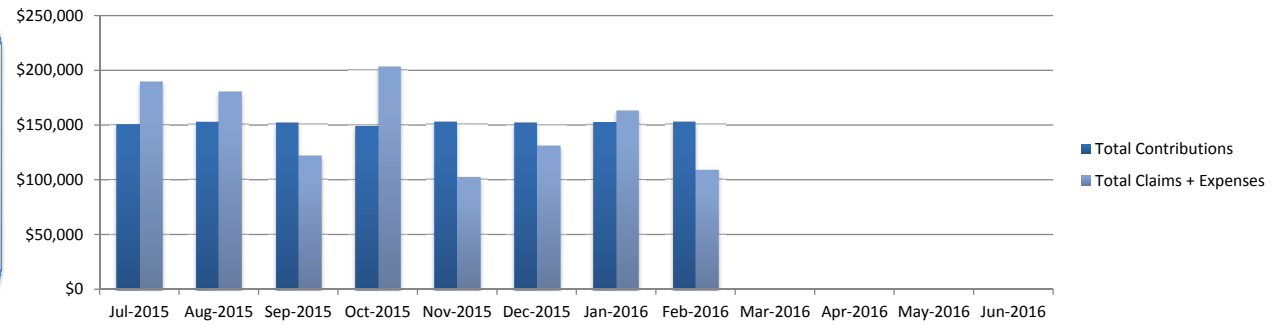


Yavapai Combined Trust Monthly Contributions vs. Expense Report - Dental

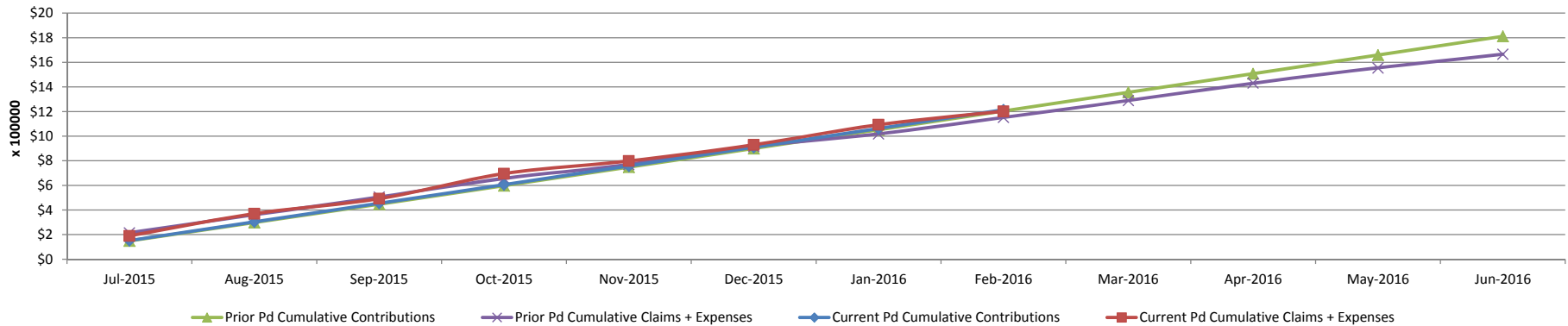


Total Dental claims during the period July 2015 through February 2016 have increased 4.5% compared to total dental claims of the same period in the prior plan year, and increased 8.5% over the average during the 2014-2015 plan year.

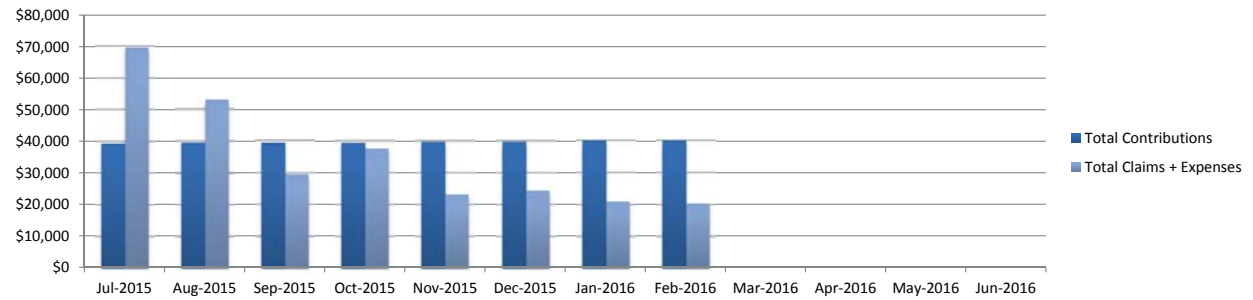
The loss ratio for the first eight months of the current plan year is 99.0%.



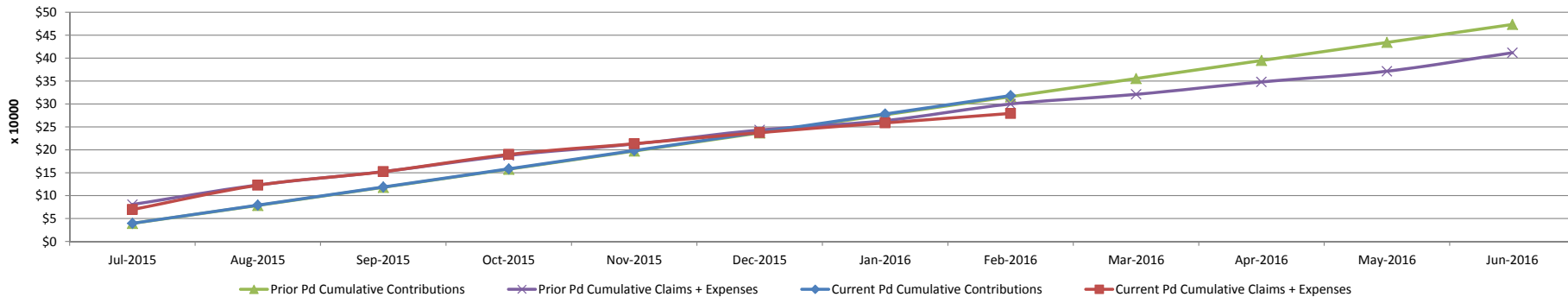
	Enrollment	Contributions	Paid Claims			Plan Expenses	Total Cost	Net Surplus/(Loss)	Loss Ratio
			Comprehensive	Preventive	Total Dental				
Jul-2015	2,294	\$151,373	\$180,405	\$5,446	\$185,851	\$4,015	\$189,866	(\$38,493)	125.4%
Aug-2015	2,307	\$152,350	\$169,377	\$6,515	\$175,892	\$4,037	\$179,930	(\$27,580)	118.1%
Sep-2015	2,307	\$151,723	\$115,123	\$2,683	\$117,807	\$4,037	\$121,844	\$29,879	80.3%
Oct-2015	2,290	\$149,472	\$191,657	\$8,294	\$199,951	\$4,008	\$203,959	(\$54,487)	136.5%
Nov-2015	2,327	\$152,299	\$95,110	\$3,329	\$98,439	\$4,072	\$102,511	\$49,788	67.3%
Dec-2015	2,322	\$152,370	\$123,754	\$3,589	\$127,343	\$4,064	\$131,406	\$20,964	86.2%
Jan-2016	2,332	\$152,821	\$154,474	\$4,903	\$159,377	\$4,081	\$163,458	(\$10,637)	107.0%
Feb-2016	2,327	\$152,275	\$100,855	\$4,265	\$105,120	\$4,072	\$109,192	\$43,083	71.7%
Mar-2016									
Apr-2016									
May-2016									
Jun-2016									
TOTAL	18,506	\$1,214,683	\$1,130,756	\$39,024	\$1,169,780	\$32,386	\$1,202,165	\$12,518	99.0%
Average	2,313	\$151,835	\$141,344	\$4,878	\$146,222	\$4,048	\$150,271	\$1,565	99.0%
Prior Pd (8 month) Avg	2,292	\$150,482	\$134,405	\$5,580	\$139,985	\$4,011	\$143,995	\$6,487	95.7%
Change from Prior Pd	0.9%	0.9%	5.2%	-12.6%	4.5%	0.9%	4.4%	n/a	n/a
Prior Plan Year Avg	2,300	\$150,950	\$129,744	\$5,063	\$134,807	\$4,024	\$138,831	\$12,118	92.0%
Change from Prior PY Avg	0.6%	0.6%	8.9%	-3.7%	8.5%	0.6%	8.2%	n/a	n/a



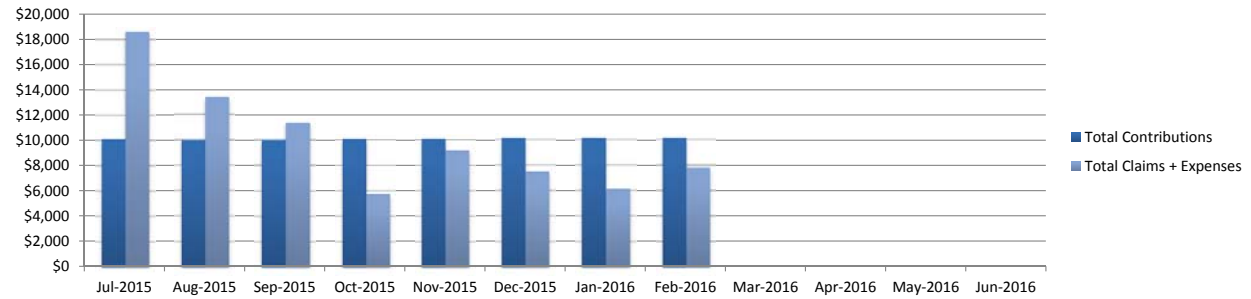
The loss ratio for the first eight months of the current plan year is 87.7%. Since the month of October 2015, the loss ratio for each month has remained below 75%, an expected target.



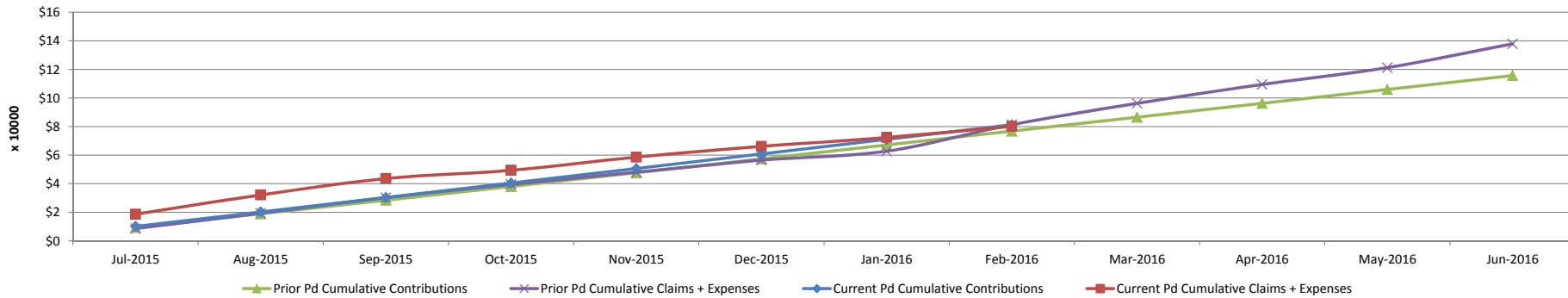
	Enrollment	Contributions	Paid Claims	Plan Expenses	Total Cost	Net Surplus/(Loss)	Loss Ratio
Jul-2015	1,716	\$39,495	\$67,403	\$2,145	\$69,548	(\$30,053)	176.1%
Aug-2015	1,727	\$39,723	\$50,918	\$2,159	\$53,077	(\$13,354)	133.6%
Sep-2015	1,722	\$39,480	\$27,411	\$2,153	\$29,564	\$9,916	74.9%
Oct-2015	1,737	\$39,726	\$35,459	\$2,171	\$37,630	\$2,096	94.7%
Nov-2015	1,744	\$39,831	\$21,188	\$2,180	\$23,368	\$16,464	58.7%
Dec-2015	1,736	\$39,795	\$22,262	\$2,170	\$24,432	\$15,363	61.4%
Jan-2016	1,746	\$40,113	\$18,876	\$2,183	\$21,058	\$19,055	52.5%
Feb-2016	1,748	\$40,122	\$18,426	\$2,185	\$20,611	\$19,511	51.4%
Mar-2016							
Apr-2016							
May-2016							
Jun-2016							
TOTAL	13,876	\$318,285	\$261,942	\$17,345	\$279,287	\$38,998	87.7%
Average	1,735	\$39,786	\$32,743	\$2,168	\$34,911	\$4,875	87.7%
Prior Pd (8 month) Avg	1,723	\$39,463	\$35,343	\$2,153	\$37,497	\$1,967	95.0%
Change from Prior Pd	0.7%	0.8%	-7.4%	0.7%	-6.9%	n/a	n/a
Prior Plan Year Avg	1,724	\$39,462	\$32,163	\$2,155	\$34,318	\$5,144	87.0%
Change from Prior PY Avg	0.6%	0.8%	1.8%	0.6%	1.7%	n/a	n/a

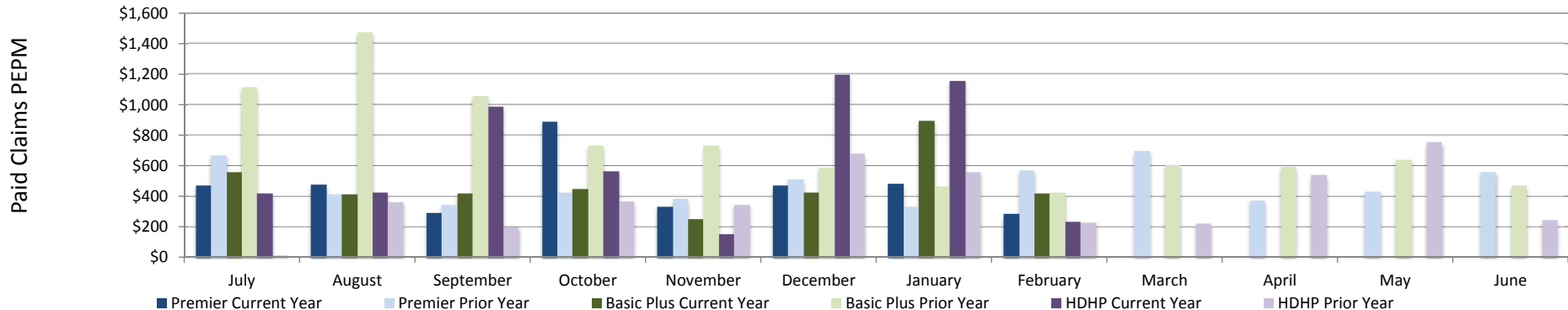


STD claims are exceeding last year's average policy year claims by 1.6%. The overall loss ratio has decreased to 98.7% and has been under 80% for each of the last three months.



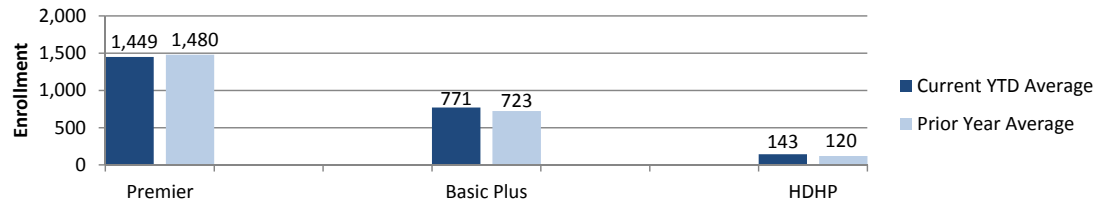
	Enrollment	Contributions	Paid Claims	Plan Expenses	Total Cost	Net Surplus/(Loss)	Loss Ratio
Jul-2015	2,273	\$10,139	\$18,003	\$682	\$18,685	(\$8,546)	184.3%
Aug-2015	2,285	\$10,107	\$12,775	\$686	\$13,460	(\$3,354)	133.2%
Sep-2015	2,282	\$10,083	\$10,768	\$685	\$11,453	(\$1,370)	113.6%
Oct-2015	2,302	\$10,148	\$5,086	\$691	\$5,776	\$4,372	56.9%
Nov-2015	2,310	\$10,172	\$8,549	\$693	\$9,242	\$930	90.9%
Dec-2015	2,311	\$10,197	\$6,840	\$693	\$7,534	\$2,663	73.9%
Jan-2016	2,320	\$10,231	\$5,493	\$696	\$6,189	\$4,042	60.5%
Feb-2016	2,317	\$10,184	\$7,167	\$695	\$7,862	\$2,322	77.2%
Mar-2016							
Apr-2016							
May-2016							
Jun-2016							
TOTAL	18,400	\$81,260	\$74,681	\$5,520	\$80,201	\$1,059	98.7%
Average	2,300	\$10,158	\$9,335	\$690	\$10,025	\$132	98.7%
Prior Pd (8 month) Avg	2,259	\$9,601	\$9,486	\$678	\$10,164	(\$563)	105.9%
Change from Prior Pd	1.8%	5.8%	-1.6%	1.8%	-1.4%	n/a	n/a
Prior Plan Year Avg	2,267	\$9,644	\$10,814	\$680	\$11,494	(\$1,851)	119.2%
Change from Prior PY Avg	1.5%	5.3%	-13.7%	1.5%	-12.8%	n/a	n/a





	Premier	Basic Plus	HDHP
Current YTD PEPM	\$464.63	\$481.78	\$647.74
Prior Average PEPM	\$478.34	\$739.10	\$384.21
% Change	-2.9%	-34.8%	68.6%

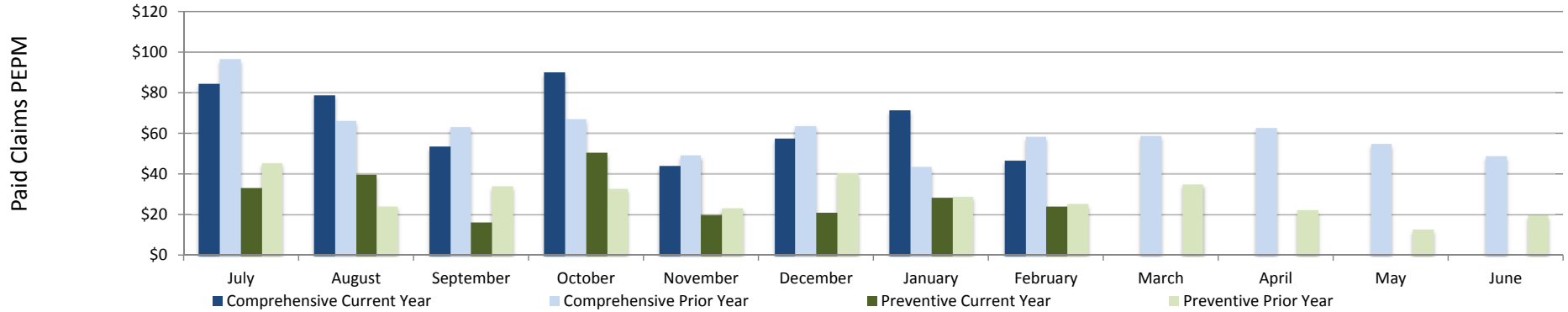
Minimal changes have occurred between the three medical plan offerings policy year over policy year in enrollment. The Basic Paid Claim PEPM has improved significantly for the new policy year. The HDHP appears to have some adverse experience occurring, driving the claims up by 68.6% on average this policy year.



	TOTAL		
	Premier	Basic Plus	HDHP
Jul-2015	1,443	762	137
Aug-2015	1,451	766	138
Sep-2015	1,449	766	140
Oct-2015	1,459	770	140
Nov-2015	1,460	771	141
Dec-2015	1,446	777	144
Jan-2016	1,446	783	152
Feb-2016	1,441	774	154
Mar-2016			
Apr-2016			
May-2016			
Jun-2016			
Average	1,449	771	143
% of Total	61.3%	32.6%	6.1%
Prior Year Average	1,480	723	120
Change	-2.0%	6.7%	19.4%

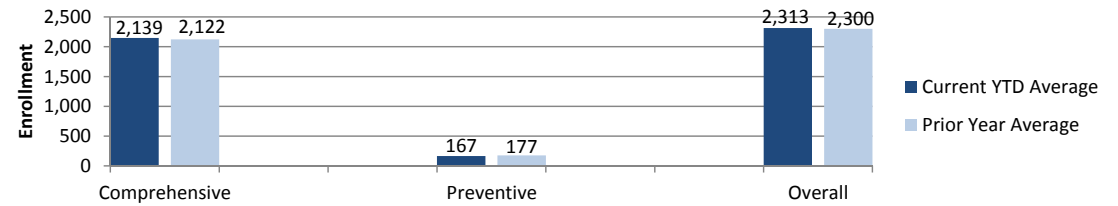


Yavapai Combined Trust Dental Paid Claims and Enrollment by Plan

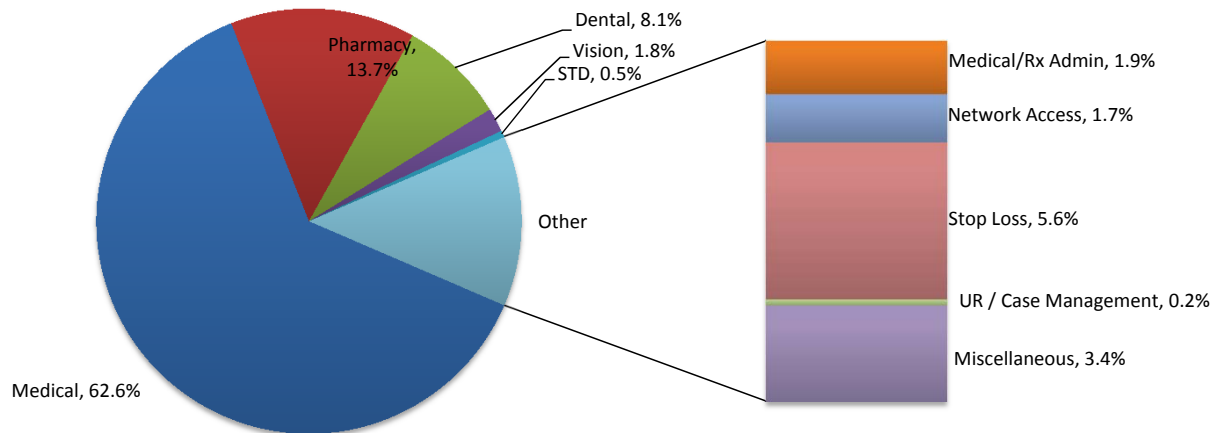
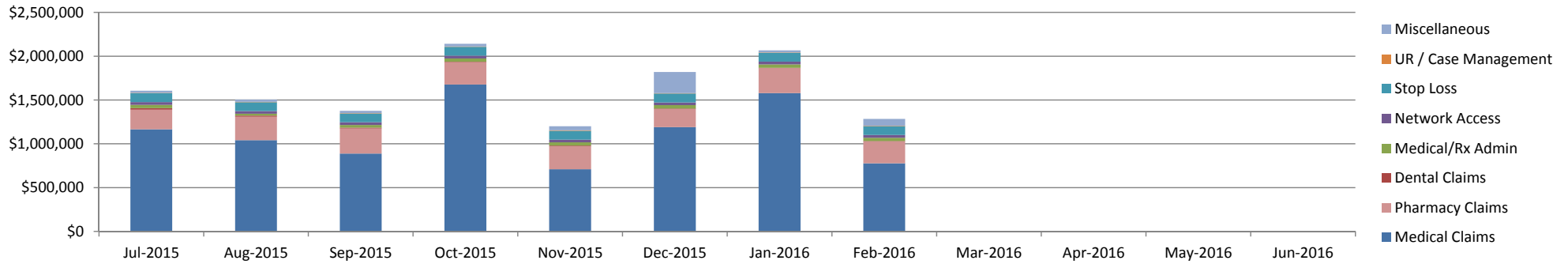


	Comprehensive	Preventive	Overall
Current YTD PEPM	\$65.86	\$29.19	\$63.21
Prior Average PEPM	\$61.13	\$28.58	\$58.62
% Change	7.7%	2.1%	7.8%

Consistent with the prior plan year, most dental participants are enrolled in the Comprehensive plan option.



	Comprehensive	Preventive	Overall
Jul-2015	2,130	164	2,294
Aug-2015	2,143	164	2,307
Sep-2015	2,143	164	2,307
Oct-2015	2,126	164	2,290
Nov-2015	2,161	166	2,327
Dec-2015	2,154	168	2,322
Jan-2016	2,160	172	2,332
Feb-2016	2,152	175	2,327
Mar-2016			
Apr-2016			
May-2016			
Jun-2016			
Average	2,146	167	2,313
% of Total	46.4%	3.6%	50.0%
Prior Year Average	2,122	177	2,300
Change	1.1%	-5.7%	0.6%

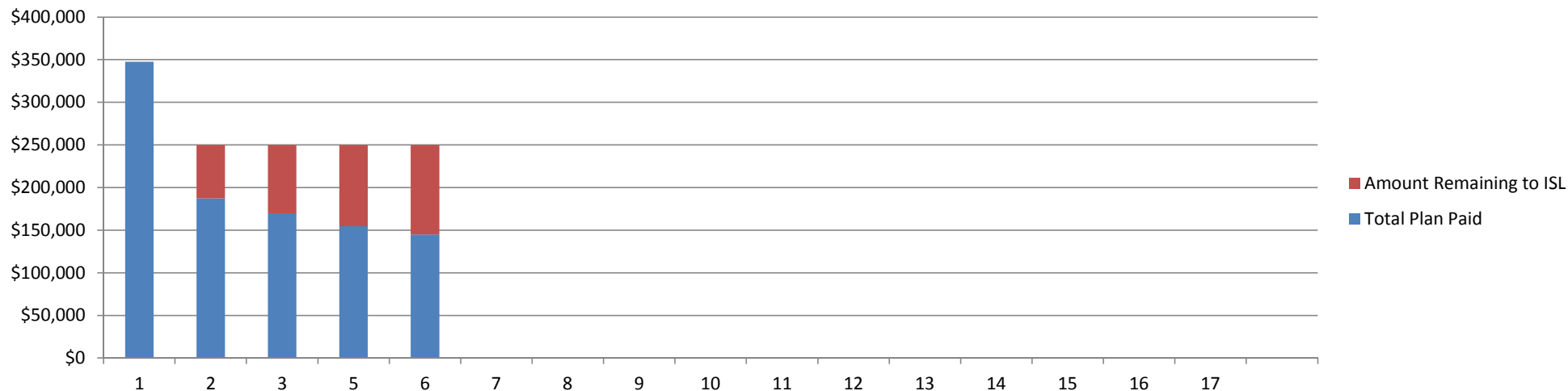


Overall experience has improved for the current policy year vs. the prior policy year for Medical and Rx claims. The Dental experience is now positive. Overall, the non-claim expenses are higher than the prior year, primarily due to the increased cost of Stop Loss.

	Medical Enrollment	Paid Claims					Non-Claim Expenses				
		Medical	Pharmacy	Dental	Vision	STD	Medical/Rx Admin	Network Access	Stop Loss	UR / Case Management	Miscellaneous
Jul-2015	2,342	\$1,166,182	\$222,972	\$185,851	\$67,403	\$18,003	\$37,501	\$31,124	\$100,708	\$4,463	\$25,064
Aug-2015	2,355	\$1,041,475	\$267,743	\$175,892	\$50,918	\$12,775	\$21,007	\$31,100	\$100,682	\$4,461	\$25,302
Sep-2015	2,355	\$888,747	\$285,240	\$117,807	\$27,411	\$10,768	\$30,085	\$31,177	\$100,466	\$4,471	\$25,776
Oct-2015	2,369	\$1,677,335	\$253,662	\$199,951	\$35,459	\$5,086	\$37,791	\$31,336	\$101,009	\$4,494	\$31,079
Nov-2015	2,372	\$709,970	\$260,327	\$98,439	\$21,188	\$8,549	\$37,699	\$31,310	\$101,111	\$4,490	\$46,760
Dec-2015	2,367	\$1,189,644	\$206,415	\$127,343	\$22,262	\$6,840	\$37,903	\$31,429	\$101,807	\$4,507	\$240,764
Jan-2016	2,381	\$1,578,114	\$284,256	\$159,377	\$18,876	\$5,493	\$37,961	\$31,482	\$102,065	\$4,514	\$22,437
Feb-2016	2,369	\$777,794	\$246,095	\$105,120	\$18,426	\$7,167	\$37,929	\$31,416	\$101,819	\$4,505	\$77,997
Mar-2016											
Apr-2016											
May-2016											
Jun-2016											
Average	2,364	\$1,128,658	\$253,339	\$146,222	\$32,743	\$9,335	\$34,734	\$31,297	\$101,208	\$4,488	\$61,897
PEPM Avg		\$477.49	\$107.18	\$61.86	\$13.85	\$3.95	\$14.69	\$13.24	\$42.82	\$1.90	\$26.19
Prior Plan Year Avg	2,323	\$1,221,014	\$346,113	\$134,807	\$32,163	\$10,814	\$34,071	\$30,276	\$86,662	\$4,308	\$56,833
PEPM Avg		\$525.71	\$149.02	\$58.04	\$13.85	\$4.66	\$14.67	\$13.04	\$37.31	\$1.86	\$24.47
% Change	1.8%	-9.2%	-28.1%	6.6%	0.0%	-15.2%	0.2%	1.6%	14.8%	2.4%	7.0%



Yavapai Combined Trust Claimants over \$125,000 through February 2016



One claimant has exceeded the \$250,000 Individual Stop Loss deductible during the current plan year through February 2016.

Claimant #	Status	Major Diagnosis	Medical Paid	Rx Paid	Total Plan Paid
1	Active	Prim Cardiomyopathy Nec	\$345,906	\$1,763	\$347,669
2	Active	Septicemia Nos	\$186,277	\$1,005	\$187,282
3	Active	Ac Lym Leuk Wo Achv Rmsn	\$169,773	\$0	\$169,773
5	Active	Septicemia Nos	\$154,164	\$588	\$154,751
6	Terminated	Mitral Valve Disorder	\$145,062	\$0	\$145,062
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
Total			\$1,001,181	\$3,356	\$1,004,537
% of Medical/Rx Claims			9.1%	0.0%	9.1%



Yavapai Combined Trust Estimated Fund Balance



Calculation as of February 29, 2016

	Recommended Funding Policy	Fund Balance as of 2/29/16 ⁽⁴⁾
Estimated Expenses/Claims For One Month ⁽¹⁾	\$1,795,000	
	+	
Estimated Risk Corridor ⁽²⁾	<u>\$4,772,000</u>	
	=	
Total Estimated Fund Balance	<u>\$6,567,000</u>	
Total Equity		<u>\$12,096,652</u>
	+	+
Estimated Recommended Reserve for Incurred But Not Reported (IBNR) ⁽³⁾	\$2,106,000	
IBNR Liability		<u>\$2,381,000</u>
	+	+
Current Liabilities Other Than IBNR		<u>\$683,162</u>
	=	=
Total Recommended Reserves	<u>\$8,673,000</u>	
Total Liabilities and Equity		<u>\$15,160,814</u>
Reserve Surplus/(Shortage)	<u>\$6,487,814</u>	

(1) One month average claims and expenses based on 12 month period ending February 29, 2016.

(2) Based on 25% of total paid claims for the past 12 months (excluding stop loss refunds).

(3) IBNR calculation based on IBNR Reserve as a % of prior 12 months paid claims from June 30, 2014 certification and paid claims during the 12 month period ending February 29, 2016.

(4) 'Total Equity' and 'Total Liabilities and Equity' reflect Balance Sheet provided by Summit.

IN THIS ISSUE

- ◇ PRESIDENT'S WELCOME
- ◇ HR FACT CHECKER
- ◇ CALENDAR REMINDERS
- ◇ CELEBRATING OUR EMPLOYEES
- ◇ 46TH ANNUAL COMMENCEMENT CEREMONIES
- ◇ EVENING OF RECOGNITION
- ◇ 2016 YC JOB FAIR
- ◇ COMMUNITY SERVICE: EARTH DAY
- ◇ YCSA COMMITTEE UPDATES



SUPPORT • COLLABORATION • COMMUNICATION • INFLUENCE

YCSA President's Welcome

Hello Yavapai College Staff!

First off, I would like to thank everyone that participated in the Earth Day events and extend a special thank you to the Community Service Committee for putting all of that together. It is so important to preserve the natural beauty around us, after all that is why we live in such a wonderful place like Arizona. Also, thank you to everyone who will be volunteering for graduation. Volunteering for these events is such a great way to meet your fellow coworkers who you might not otherwise meet. If you enjoy these events and would like to do more, please consider joining one of the YCSA committees, too.

Also, YCSA will be holding elections in June for the Vice President, Secretary and Web Designer positions. So, if you are interested, please fill out a nomination form. If you want to take your volunteering to the next level and have a real say in the goings-on of the staff, consider joining YCSA. One of Yavapai College's greatest assets is the people who work here, so I know there are some hardworking, dedicated individuals who are looking to take on a greater share of making YC the best place to work in the state!

Finally, as many of you know, the issues with the Fair Labor Standards Act and our summer work schedule are on-going and YCSA is closely involved with HR and the President's Leadership Team to make these transitions as smooth as possible. As far as FLSA goes, this is an issue that has come down from the federal government leaving YC in a difficult position of how to implement it. If you have any comments, concerns, or words of amazement about the FLSA itself, the proper person to contact would be your members of Congress. If you are worried about how it will affect you here at Yavapai College, please be sure to attend the forums and trainings, or contact YCSA.

James Elphick, TRIO Veterans Upward Bound

HR Fact Checker

These are interesting times for YC employees with changes to the Fair Labor Standards Act, proposals for compensation increases, and changes to the summer hours worked all poised to impact us all in one way or another. To that end, YCSA and HR would like to give what information we can, to ensure our staff are well-informed and prepared for what is coming.

Fair Labor Standards Act (FLSA): The federal government has proposed changes to the FLSA that will impact exempt and non-exempt employees. The biggest change comes from the increase in the salary test for exempt employees from \$23,660 annually to \$50,440. This increase is causing HR to reevaluate what positions are considered exempt and which are non-exempt. The positions that are considered exempt fall under several categories:

- Executive
- Professional
- Administrative
 - ◇ Subcategory: Educational Administrative Employee

(Continued on page 2)

Calendar Reminders

- May 6 First Friday: "Prof. Dev.: 5 Team Dysfunctions," "Newsletter Tips & Tricks," "Smiling Through Search & Selection" and "Spice Up Your PowerPoint"
- May 6 Verde Campus Graduation
- May 7 Nursing Pinning Ceremony & Prescott Graduation
- May 13 Summer Friday Closure Begins
- May 18 YCTWellness: Stress Management
- May 26 NARTA Graduation
- May 30 College Closed – Memorial Day
- June 22 YCSA Service Excellence Recognition (Prescott)
- June 23 YCSA Service Excellence Recognition (Verde)
- July 14 YCSA Social Committee Hosts "Summer Celebration"



For more information and other events, click on the links above or please visit ycsablog.wordpress.com.

Celebrating Our Employees

Welcome to our new employees and congratulations to those who transferred to new positions.

New Employees

Name	Department	Campus
Mary Talosi	Foundation	Prescott
Yvonne Bartlett	Foundation	Prescott

No position or status changes to report this month

Yavapai College Holds 46th Annual Commencement Ceremonies

Over 1,100 students are candidates for degrees or certificates during Yavapai College’s 46th Annual Commencement Ceremonies this spring.

Acknowledging one’s accomplishments, the hard work and sacrifices made by the students and their support network, and sharing future goals become life experiences that keep us moving forward. Students deserve to take that walk and be applauded for completing the educational program which will sustain them as a contributing member of society.

Students will graduate from Yavapai College and celebrate with family and friends during the following ceremonies this May:

Verde Valley Campus Commencement

Friday, May 6, 2016 at 6:00 p.m.
Chuck Mabery Pavilion, Verde Valley Campus, Clarkdale

Nursing Pinning Ceremony

Saturday, May 7, 2016 at 1:00 p.m.
Yavapai College Performing Arts Center, Prescott Campus

Prescott Campus Commencement

Saturday, May 7, 2016 at 6:00 p.m.
Yavapai College Performing Arts Center, Prescott Campus

Northern Arizona Regional Training Academy (NARTA) Graduation

Thursday, May 26, 2016 at 11:00 a.m.
Yavapai College Performing Arts Center, Prescott Campus



Special thanks to the staff members that help make these commencement ceremonies a great celebration for our students.

HR Fact Checker Continued

- Additional Exemptions to consider:
 - ◊ Computer Professional
 - ◊ Highly Compensated
 - ◊ Combination Exemption

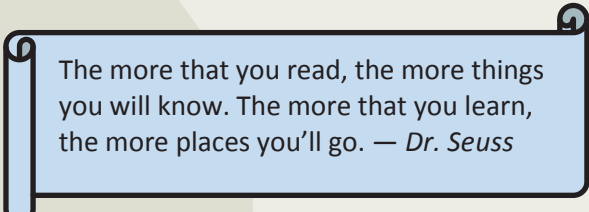
Most categories of employees that are exempt must meet the \$50,440 salary in order to remain exempt. There are many considerations to take into account to decide whether a position will be, or continue to be, exempt and HR is working diligently to make the best decisions possible for both the college and the employees. Decisions will not be finalized until the FLSA changes themselves are put into effect by the federal government, which is currently expected July 1, 2016.

Compensation Increase and Summer Hours: The leadership of YC is proposing to the District Governing Board a 2.6% compensation increase for all faculty and staff as well as an increase in summer hours from 32 to 36. The change in compensation is set to take effect July 1, 2016, while the change in summer hours will begin at the end of the spring semester in May 2017.

- For **exempt** staff this will mean a straight 2.6% increase to their pay and an additional 4 hours of work per week during the summer.
- For **non-exempt/hourly** staff this increase will come as a 1.3% increase in pay as well as an increase of 1.3% in yearly hours worked from the addition of 4 hours per week of work during the summer.

The increase in hours during the summer will add 52 hours of work to the calendar year and bring YC closer to our peers by going from 1976 hours per year to 2028 hours per year. The increase in hours during the summer will not change the hours the college is open, that will remain 8am-5pm.

We know there is a lot of information and it can be confusing. HR, YCSA, and the President’s Leadership Team will continue to work diligently to ensure all employees are informed and aware of the upcoming changes.



The more that you read, the more things you will know. The more that you learn, the more places you’ll go. — Dr. Seuss

Evening of Recognition 2016 Awards Ceremonies

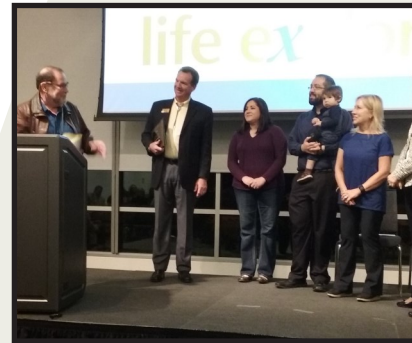
Yavapai College honored dozens of exceptional students and alumni at its annual recognition event held April 5 at the Prescott Campus.

Among the Prescott Campus student honorees were Skye Biasetti, who received the President's Award for Excellence from YC President Dr. Penny Wills; Sarah Ireland, the recipient of the Vice President's Award for Academic Excellence; and Frank Schrock, Student Service Award honoree.

Coordinator of the event, YC Academic Advisor and Retention Specialist, Bob Hoskovec has been on the front lines of student success for nearly 27 years. He continues to relish every story of struggle and perseverance. "Year after year we hear stories of sheer will and determination," he said. "It's unbelievable the hardships and the sacrifices many of our students make. They're phenomenal."

Similar recognition events are scheduled for later this month at the Verde Valley Campus to honor Verde Valley and Sedona Center students and at the Career and Technical Education Center (CTEC) in Prescott.

The complete list of the Prescott Campus Evening of Recognition honorees is below.



2016 Awards for Academic Excellence:

Fine Art, Shawnee McGovney
 Graphic Design, Luke Stasica
 Humanities, Ramon Mancha
 Instrumental Music, Shalom Eis
 Vocal Music, Jeremy Villa
 Musical Theater, Joanne Cole
 Computer Networking Technology, Elizabeth Repp
 Computer Systems and Applications, Deanna Medina
 Video Game Development, Chelsea Goodell
 Communication, Tom Contreras
 English, Killian Hays-George
 Math, Jeremy Obudzinski
 Emergency Management, Ryan Crean
 Emergency Medical Services, Keith Percy
 Fire Science, Jeff Kuykendall
 Nursing, Bethany Sidebottom
 Physical Education, Kylie Davis
 Sciences, Carley Weideman

Sciences, Jessica Chain
 Athletics, Iva Alebic
 Accounting, Skye Biasetti
 Administration of Justice, Barbara Ayers
 Business, Antonio Flores
 Education, Kimberly Dilbeck
 Social & Behavioral Sciences, Randall Jackson

Special awards:

Outstanding Resident of the Year, Ryan Crean
 Outstanding Student Employee, Hannah O'Brien
 All-USA Academic Team, Shalom Eis and Zara Glidden
 2016 Coca-Cola Bronze and Silver Scholar Awards, Shalom Eis and Zara Glidden
 Student Service Award, Frank Schrock
 President's Outstanding Alumni Award, The Rutherford Family
 Vice President's Award for Academic Excellence, Sarah Ireland
 President's Award for Excellence, Skye Biasetti

2016 Yavapai College Job Fair

Over 100 employers attended the 2016 Yavapai College Job and Career Fair on Thursday, March 31. Overall, there were more than 500 job openings offered. Of the 425 that attended this year, there were 325 qualified applicants and 32 hired for employment.

Through the combined efforts of Yavapai College, the Prescott Chamber of Commerce, Goodwill of Central Arizona and the Department of Economic Security (DES), the YC Job Fair has become an annual event in the community.

Our next Job Fair will be held in the fall at the Prescott Valley Event Center.



Community Service: Earth Day



YCSA Committee Updates

Welcoming Committee

The Welcoming Committee last met on Thursday, April 21. This is a committee that shows new YC employees how much they are welcome! Contact Connie at connie.delcastillo@yc.edu or ext. 2217 if you would like to participate.

Newsletter

The YCSA Newsletter Committee has had a very successful academic year, publishing a newsletter every month! After our upcoming May Newsletter, we plan on publishing one Summer Newsletter to give the committee a bit of a break. Make sure to check out our blog (ycsablog.wordpress.com) and let us know any upcoming news, or your comments. Thanks for reading!

Social Events

Thank you to our many Committee members for helping out with the Earth Day events in April!

Look for these upcoming activities in the next few months:

- Service Excellence Event on June 22 (Prescott)
- Service Excellence Event on June 23 (Verde)
- Summer Celebration on July 14

Professional Development

The Professional Development Committee will be conducting a quick survey of your thoughts and ideas for professional development via Survey Monkey. Please take a minute to respond, your input is valued!

YCSA Committees 2016

Administrative Governance	<i>Shar Jenniges, Chair</i>
Community Service	<i>Daintry Donovan, Interim Organizer/YCSA Board Liaison</i>
Employee Benefits	<i>Daintry Donovan, Interim Organizer/YCSA Board Liaison</i>
Newsletter	<i>Michelle Baker, Chair</i>
Professional Development	<i>Connie del Castillo, Interim Organizer/YCSA Board Liaison</i>
Service Excellence	<i>Shar Jenniges, Chair</i>
Social Events	<i>Katherine Anderson, Chair</i>
Welcoming Committee	<i>Connie del Castillo, Chair</i>

YCSA Board 2016

James Elphick — President	928-717-7687	james.elphick@yc.edu
Daintry Donovan — Vice President	928-776-2114	dainty.donovan@yc.edu
Angela Fabela — Secretary	928-776-2086	angela.fabela@yc.edu
Alice Burroughs — Web Design	928-634-6589	alice.burroughs@yc.edu
Connie Del Castillo — New Hire & Professional Development Liaison	928-776-2217	connie.delcastillo@yc.edu
Karen Leja — Alternative Representative	928-776-2270	karen.leja@yc.edu



May 2016 College Highlights

Arts and Humanities

- **Laraine Herring**, Professor of Creative Writing, reports the YC Creative Writing Program (CRW) held its 9th annual student reading at Peregrine Book Company on April 14th. Attendance was cross-discipline with four brave readers sharing their new work. The Outstanding CRW student for 2015-16 was Eva Hall.
- The Literary Southwest closed out its season with poets Jane Hirshfield and Susan Harris. 120 people--students, staff and community members -- attended the event.
- Yavapai College adjunct faculty voice instructor and singer, **Katherine LaTorraca**, sang the *National Anthem* and *Amazing Grace* March 31st in Sedona at the opening ceremony of the Welcome Home Vietnam Veterans Day Celebration of the Traveling Memorial Wall listing more than 58,000 names of veterans who died or are missing. Army veteran Specialist Six LaTorraca served from 1982-1985 is touring as featured soloist with the United States Army Field Band & Soldiers' Chorus. She has performed at numerous venues throughout the United States and Europe and at the 40th Anniversary of D-Day celebration in France.

Katherine LaTorraca, also performed an Evening of Entertainment April 16th at Sunset Village in Sedona. Her program included selections from *Phantom of the Opera*, *Cats*, *West Side Story*, *My Fair Lady*, jazz standards, and songs by George Gershwin, Cole Porter, Jerome Kern and Irving Berlin. Ms. LaTorraca made guest appearances with Rome Festival Opera, The Washington Opera at The Kennedy Center, the United States Army Field Band & Soldiers' Chorus, and is winner of the prestigious Jenny Lind Competition.

Business, Education and Social Sciences

Jeri Deniston, Adjunct Business and Marketing Faculty currently teaching BSA 231: Social Media Marketing, reports that her students are just now submitting their Facebook projects and has shared several of the best.

The following project is superb. The student may have had help from Russ Lyon with some of the tabs, but he integrated Pinterest himself and is working on bringing in his YouTube channel. This is an excellent example of how to use Facebook to market your business: <https://www.facebook.com/AultandAssociates/>

This project was created by a student who is a Pampered Chef consultant. She brought in her Instagram campaign images as a way to showcase what Pampered Chef is all about.

<https://www.facebook.com/PamperedChefWithFaithB/app/151858328287166/>

The following is a project created by a 16-year old student. He did a great job focusing on the Humane Society.

<https://www.facebook.com/yavapaihumanesocietyfan/app/106171216118819/>

Dr. Mark Shelley, Professor of Sociology and Psychology, reports that during the course of his sabbatical in Fall 2015, he compiled and analyzed results from a survey of 636 Yavapai College students which queried them regarding their uses of digital and mobile technologies. He also read over a dozen books on the topic. As a result of this research, he revised all his Spring courses to incorporate a “Powered-Off Classroom,” rigorously limiting the time students were required to spend on technology, and instead emphasizing “reclaiming conversation” and “thinking out loud” in the classroom. So far the results have been overwhelmingly positive. The first three weeks were a struggle--helping students overcome years of passivity. But once the students realized that he was serious and wasn't going to give up on the idea that they could have meaningful and thoughtful discussions and could process information and ideas WITHOUT all the bells and whistles, they have almost all jumped in and they are having a blast. More learning seems to be actually taking place because students are regaining FOCUS (as opposed to being distracted). Dr. Shelley continues to revise the sabbatical report and intends to submit it for publication within the year.

- **Jan McFarland**, Adjunct Psychology Faculty, reports completion of a signage project with ADOT for suicide prevention in the Midgley Bridge area (see attached) and expresses appreciation to Lisa Simpson-Kyle of YC Computer Lab for jpeg assistance!!
- **Dr. Michael Davis**, Professor and Program Director of Administration of Justice and Paralegal Studies, reports that he will be presenting to the entire Juvenile Justice staff at their annual meeting on May 6th at the Juvenile Court Services in Prescott. The topic will be “Juvenile Brain Development and the Law,” and he expects 60 to 70 participants at the continuing education presentation. In addition, Dr. Davis will be presenting at the Yavapai College Summer Institute on May 11th. He will be discussing the latest Consciousness theory and how that impacts education.

Computer Technologies & Instructional Support

- The Yavapai College **Student Learning and Outcomes (SLOA) committee** hosted the 3rd Annual Arizona Assessment Conference on the Prescott Campus on April 1, 2016. The event had great attendance with 86 participants representing 17 community colleges and two universities from around the state. Yavapai College faculty members, **Dr. Molly Beauchman (MAT)** and **Dr. Suzanne Waldenberger (HUM)**, presented the keynote address for the conference, highlighting the achievements that Yavapai College has made in assessment. **Dr. Matt Percy (BIO)** presented a lunch time address on HLC updates, which included a question and answer session for our colleagues from around the state. The conference also included eight different sessions ranging from classroom to institutional assessment, as well as several concurrent roundtable discussions towards the end of day. SLOA received very positive feedback from the

evaluations that were completed by the participants, not only about the keynote and presentations, but also about the organization of the event and the facilities that we provided for the conference.

- Curriculum and Articulation Coordinator, **Patti Schlosberg**, attended the 2016 Ellucian Degree Works forum in Denver, CO from April 15th -17th. Patti attended back-to-back sessions on Degree Works, our degree audit software, covering functional, technical, and general topics. Patti was also able to meet in person with Ellucian representatives to help resolve Degree Works questions specific to Yavapai College.
- **Patti Schlosberg, Angie Poland & Ed Bushman** attended the AZTransfer Summit in Phoenix on April 22nd. This conference was held for faculty and staff in public postsecondary education as a way to network, share best practices, and learn more about the Arizona Transfer System. A Presidential Panel, which included our very own **Dr. Penny Wills**, was conducted in which the Presidents spoke about the issues influencing higher education and transfer in Arizona.
- The Tech Savvy Conference was hosted by Yavapai College on April 23rd, in conjunction with the American Association of University Women (AAUW) Prescott Chapter. Tech Savvy is a daylong science, technology, engineering, and math (STEM) career conference designed to attract girls in sixth through ninth grade to these fields, and to inform families about STEM education and careers.

Paula Fuhst, Academic Advisor in Student Development, was instrumental in bringing Tech Savvy to Yavapai College by developing the partnership with AAUW and providing this educational opportunity for girls in our community. **Stacey Hilton**, Dean of Computer Technologies and Instructional Support and AAUW Member, served on the committee as the Curriculum Coordinator to assist in bringing this worthwhile event to the area. CTIS Division representatives **Ruth Alsobrook-Hurich**, Program Director for Video Game Development, and **Angela Poland**, Instructional Support Specialist, each taught a session at the event to promote STEM to sixth through ninth grade girls in the area. Other Yavapai College faculty that presented sessions included:

- **Molly Beauchman** (Math)
 - **Jeri Hamilton** (Math)
 - **Lindsay Henning** (Business & Computer Science)
 - **Lauren McCrea** (Art)
 - **Joanne Oellers** (Biology)
 - **Elizabeth Peters** (Pre-Engineering)
 - **Nichole Wilson** (Psychology)
- **Allan Jones**, an adjunct faculty member in Video Game Development, has been working diligently to restructure several of the video game design courses to prepare students to take the official Autodesk Maya Certification exam. This certification will provide our students another avenue to prove their skill level when pursuing this career.
 - To support students during finals week, the **Library** sponsors a roving cart to hand out free snacks to students. It gives them an energy boost, as well as a morale booster. There were a few special guests that assisted them this year!



Foundation Studies

- Two student members of Yavapai College's PTK chapter, **Bonnie Langlois** and **Martha Brubaker**, attended the Phi Theta Kappa International Convention in Washington D.C. from April 6th thru 10th. They were accompanied by Professor **Laura Cline**, who is the faculty advisor for the group. While at the convention, they were able to hear world renowned speakers like Katty Kay from the BBC speak on a range of topics. They were also able to take a tour of the monuments and see the Smithsonian. Thank you for your support of our PTK program, which allows students to access these educational and enriching travel opportunities.

Verde Valley Campus

Introduction to Screenwriting:

“SHOW - DON'T TELL”

Mature high school students welcome!

Tuesdays & Thursdays
May 17th - June 2nd
6:00 - 7:30 pm

Yavapai College Sedona Center
for Arts & Technology
Room 12

Learn how to think, see, and write like a screenwriter!
Write the screenplay you've always dreamed of writing!
This Intro to Screenwriting workshop: “Show - Don't Tell,”
will provide participants a solid grasp on the fundamental
building blocks of cinematic storytelling, script form, and
structure and script as a blueprint for production.

Fee: \$95.00

Presented by
Writer/Producer
Derek Chase

Yavapai
COLLEGE (Land's End, Highway 395)

For details, call (928) 634.6530
and to register go to: www.yc.edu
and search for “Verde Valley
Community Education”

YAVAPAI COLLEGE FACILITIES MANAGEMENT NEWS

May 2016

Greetings from Facilities!

The May 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

REDC Building 29 and Lifelong Learning Building 31 Renovations

In Building 29, drywall work is nearing completion and painting is underway. Millwork is being set along with floor preparation for carpet. Ceiling grid is being installed along with lighting. Windows and doors are set along with the remaining HVAC components. Construction is scheduled to continue through June 1, 2016. REDC staff is housed at the Rural Center for Entrepreneurship located at CTEC for the duration of the construction.

Paving rehabilitation will occur in early May which will require closing of the roadway between Buildings 29 and 30. A Newsflash with more details will be posted shortly.

Drywall work is nearing completion in Building 3. Installation of the new hard ceiling is nearing completion. Exterior windows are installed along with new exterior wall masonry and accessible walkways. During demolition it was discovered that the water line serving Buildings 30 and 31 needed immediate replacement; this work is complete.

Lifelong Learning staff are temporarily residing in Building 1, Room 200 and will return to Building 31 on or about June 1, 2016, which is when construction is scheduled to be complete.



View into REDC from Main Entry



Building 29 REDC/Lifelong Learning Joint Use Multi-purpose Room



Building 31 Life Long Learning East Classroom



Lifelong Learning Reception and Office Suite

Prescott and Verde Valley Campus Wayfinding and Open Space

Wayfinding

Wayfinding is in the design development stage while final information is being gathered to determine graphics depicting images of landscape features found in the Verde Valley and Prescott area. The next step is to develop pricing. This project is on a four year implementation schedule with the first phase set to begin this summer. Please see the PDF below for samples of wayfinding features along with proposed locations.



DD phasing
package.pdf

Open Space

The first and third phase of open space projects will be the installation of pavers, concrete work, additional plantings and lighting for Mabery Pavilion at the Verde Valley Campus. This work will continue through the summer of 2016 and end in August.



Phase 1 Verde
02.09.16.pdf

Phase 2 of the open space will be the amphitheater located between Buildings 3 and 4 on the Prescott Campus. Stay tuned for a future construction schedule.



Phase 2 Prescott
02.09.16.pdf

Please visit the Master Plan web page for drawings and more details concerning construction phasing. This is year one, of a five year implementation schedule.

Allied Health/EMS/JTED Health Occupation Programs

Programming is complete and now the project is in the schematic design phase which will continue through May. Cost estimating is also in progress as the scope of work for this project begins to emerge.

The current plan is to move EMS to the second floor of Building 2 to be in close proximity to Nursing and construct a garage on the Prescott campus to house ambulances and other EMS instructional equipment. Allied Health will move to Prescott

Valley from Building 2 along with JTED Medical Assistant and Nurse Assistant programs.

At this time, the very preliminary construction schedule is as follows:

1. Construct EMS Garage for Ambulance Parking at Prescott – Fall 2016
2. Prescott Valley Addition – Fall 2016 through Spring 2017
3. Building 2 Interior Remodel – Summer 2017
4. Prescott Valley Interior Remodel – Summer 2017
5. Move JTED from Centre Pointe to Prescott Valley – Summer 2017

Stay tuned for District Governing Board final approval as part of the FY 17 budget.

Building 15 Renovation

Programming continues with the first meeting held between the design and construction team, and faculty and staff. This meeting focused on an overview of each space along with how well or not, it functions to meet the needs of students and faculty.

Programming will continue to determine if additional spaces need to be added and/or existing spaces that need to be reprogrammed.

Programming will continue into May followed by the design process which typically takes nine months to a year for projects of this scope and size. Please keep reading future issues of this newsletter for updates with regard to design and construction schedules.

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.

SmithGroup/JJR

McCarthy Building Companies

Project Manager: David Laurence

Logistics/Moving: Chris Larson

Sedona Center Renovation

The first programming session is scheduled to kick off May 24. It is very early in the process but if design goes relatively quickly, construction could begin as early as January 2017. Stay tuned for more details as the design process unfolds.

CONSTRUCTION PROJECTS

CTEC Build-out and JTED Offices

Work continues with the enclosure of the west patio at CTEC to convert this space to faculty offices and a conference room. This will free up interior space at CTEC for JTED offices. This work is scheduled to be complete in July 2016. Construction is entirely in-house by Facilities team members Brandon Biro, Don Burke, Scott Ziminsky, Helmer Karstadt and Jamie Hernandez .





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 identified during this fiscal year include:

ADA/Parking Lot Rehabilitation at Verde Valley Campus – May 9 through June 30, 2016
Buildings 29/30/31 Pavement Rehabilitation – May 2016 Construction
CTEC Parking Lot Replacement – May 9 through July 30, 2016
Building 7 Restroom/ADA Renovation – May 16 through August , 2016
Building 4 Roof Replacement – June/July 2016
Verde Building I Restroom Renovation – TBD



CTEC Parking Lot Deterioration



Verde Valley Campus Parking Lot Deterioration

Michael Taylor Architects, Inc.
Project Manager: Bruce Hustedt

Haley Construction

RISK AND EMERGENCY MANAGEMENT

There's an old joke that asks: "How do you get to Carnegie Hall (New York's premier concert hall)?" The answer: "Practice!" It's no different for emergency management. Yavapai College's Emergency Response Team and our local partners routinely drill our procedures and tactics through exercises that range from tabletop discussions to full scale simulations.

On April 16th Yavapai College's Verde Campus was again the site for our annual MCI (Mass Casualty Incident) Drill. The exercise simulates a significant emergency situation on campus allowing first responders and YC EMS and Fire Science students to respond and practice their techniques, tools and how to work together.

Participation with our responding partners was strong this year and included YC Police, SWAT, HazMat, Guardian Air, EMS, Fire, Verde Valley Medical Center and the 91st Civil Support "Scorpion" Team. Actors played the part of victims, some as young as 5 years old.

The scenario involved an active shooter in a smoke filled building along with an explosion that released a toxic chemical. Each a challenging event by itself. I'm pleased to report that the response was effective, agencies worked well together and we all learned a lot. Despite the fact that numerous "victims" were extricated and transported by helicopter and ambulance, no actual injuries were sustained by participants.

Special thanks and admiration go out to everyone who routinely puts themselves in danger to protect us, and to those who made this drill possible!



Yavapai College's Own Sergeant Ty Payne in Action





FACILITIES MANAGEMENT NEW TEAM MEMBERS

There are no new team members to announce this month. There is an open position in Prescott Custodial.

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.

<http://www.yc.edu/v5content/facilities/>

Presenter : Patricia McCarver

Start Time : 2:43 PM

Item No : 21

Proposed By : Patricia McCarver

Time Req : 25

Proposed : 2/12/2016

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 : Update from Instruction and Student Development to Include: Faculty Senate; College Honors Program; Adjunct Faculty Newsletter; and Other Related Information - INFORMATION AND/OR DISCUSSION

Details : Scott Farnsworth, Interim Vice President for Instruction and Student Development will present an update on the following:

- Faculty Senate Update - David Gorman and Dr. Selina Bliss
- College Honors Program - Jason Whitesitt
- Adjunct Faculty Newsletter - Attached - Information Only
- Other Related Information

Attachments :

Title	Created	Filename
College Honors Program.pdf	May 05, 2016	College Honors Program.pdf
AA_Vol _5_Issue_10_May_2016.pdf	May 05, 2016	AA_Vol _5_Issue_10_May_2016.pdf

Yavapai College Honors Program

Year in Review



Our Mission

- The Yavapai College Honors Program provides educational enrichment opportunities and scholarship incentives for exceptional Yavapai College students. The program fosters an environment of service, intellectual curiosity, academic achievement, and social responsibility. Its members offer both classroom and campus leadership. Its graduates go forth to further their education, serve their community, and make the world a better place.



Our Theme

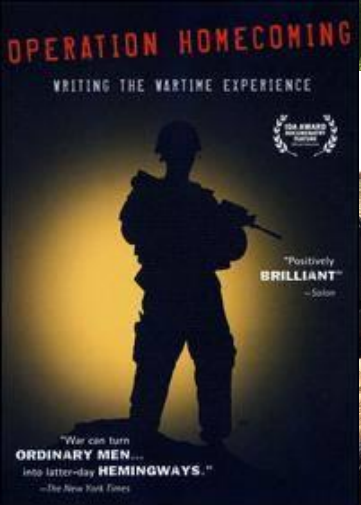
- Conservation, Environmentalism, and Ecology
- "When we try to pick out anything by itself, we find it hitched to everything else in the Universe." – John Muir
- Aldo Leopold, Ed Abbey, E. O. Wilson, and others
- *Ehipassiko* "come and see"
- Sense of Place



Our Service

- Over 1,000 hours of service on Yavapai College campuses and throughout our communities
- Prescott Creeks, The YC Learning Center, Prescott Valley Police Department, Walnut Creek Station, Big Brothers Big Sisters of Arizona, Community Pregnancy Center, Prescott Homeless Services, the Cloud Based Services Committee, Coast Keepers, and more!





DARE TO PROTECT SELF DEFENSE

Tuesday, April 19th
10am - 8pm
At Yavapai College
1100 E Sheldon St, Prescott, 86301

- 10:00am - 11:30am — Self-Defense Instruction (Building 02/ Room 115) with Teammate Master Jason Decker
- 12:00pm - 1:30pm — Free Lunch (Building 02/ Room 110)
- 12:30pm - 2:30pm — Speakers (Building 03/ Room 115) Terri Eckel and Siri Michel-Middlebart
- 3:00pm - 5:00pm — Speakers (Building 03/ Room 205) Catherine James Tobin, Peter Quansah
- 6:00pm - 8:00pm — Movie — "The Hunting Ground" (Building 04/ Room 102)

**AWARENESS
ASSAULT
PREVENTION
DEFENSE**

Supported by the Yavapai College Honors Program.
Page 119 of 160
FREE for all ages and abilities. FREE refreshments included.

For more information, contact Sarah Ireland: sire001@scholar.yc.edu

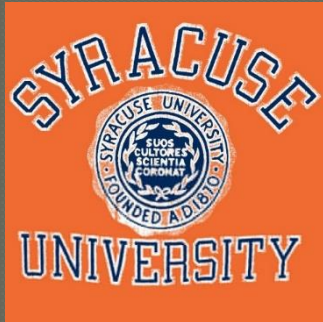
Educational Travel

- We took a 9-day educational travel trip to San Diego, California
- In keeping with our themes of conservation and ecology, we visited the San Diego Zoo, the Institute for Conservation Research, the Frozen Zoo, Scripps Research Aquarium, Kofa National Wildlife Refuge, and Los Peñasquitos Canyon Preserve
- We also visited the Museum of Man, the San Diego Art Museum, and iFly



What's Next?

- Outgoing students are headed to the Barrett Honors College, Arizona State University, Northern Arizona University, University of Arizona, Boston College, University of Washington, Syracuse, and the Cronkite School of Journalism, among others
- Over \$100,000 scholarships



A Retrospective

- <https://www.youtube.com/watch?v=YVTb8fbYhDY>



**UPCOMING FACULTY & ACADEMIC
CALENDAR ITEMS:**

April 29 - Last Pay Date for Adjunct Faculty Spring semester

May 1 - Scholarship Application Deadline

May 6 - Regular Semester Ends

May 6 - Verde Valley Commencement; 6:00 pm in the Mabery Pavilion

May 7 - Nursing Commitment & Pinning Ceremony; 1:00 pm in the Performing Arts Center

May 7 - Prescott Commencement; 6:00 pm in the Performing Arts Center

May 10-11-12 - Summer Institute - See more Page 2

May 12 - Final Grades due!

May 12 - Gen Ed Assessment due!

May 26 - NARTA Graduation; 11:00 am at Prescott Performing Arts Center

May 30 - Memorial Day - All Offices / Campuses closed

June 6 - Summer Session Begins

July 4 - All Campuses /Offices Closed

July 28 - Summer Semester Ends

August 4 - Summer Grades Due

August 15 - Prescott Campus Convocation - All Offices Closed

August 15-19 - Faculty Activities Week

August 22 - Fall Regular Semester Begins!

Registrar Updates... Sheila Jarrell

Prescott Campus, Bldg. 1-Rm. 111

Many thanks from the Office of the Registrar to our faculty for all that you do for our students!

Withdraw deadline: April 27

Final grading available starting: April 29

Final grades are due: **May 12 - Noon**

Please note - final grades are not viewable for students until all grades are submitted & final processing completed for the semester. This processing usually takes a couple of days; so my goal is to have all transcripts (grades & GPA) updated and viewable for students by end of day May 17.

(Dual Enrollment grades due May 26)

Summer semester: June 6 – July 28

Final grades will be due August 4 for all regular Summer classes.

(Short classes will be managed separately.)

Questions? Email registrar@yc.edu - or call 776.2107 or come by my office on the Prescott Campus: Bldg. 1 Room 111.

Testing Center hours for Final Exam Week,

May 2 - May 6, 2016

Prescott Campus

Monday - Thursday: 8:00 am –7:30 pm

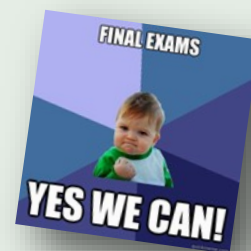
Friday: 8:00 am - 3:00 pm

Verde Valley Campus

Monday: 8:30 am – 7:00 pm

Tuesday – Thursday: 8:30 am – 4:30 pm

Friday: 8:30 am – 1:00 pm



Tests must be **completed** by closing time.

Final Exams only will be administered in the Testing Center during Final Exam Week.



Learning Centers Cram Jam! Cram Jam - April 25 thru May 6

Cram Jam events will include MAT & CHM Final Exam Review Sessions, chair massages, stress reduction activities and healthy snacks/refreshments for students.

Friendly Reminder...Tutors will be staffed until Friday, May 6th on both the Prescott & Verde campus. Tutoring and Study Sessions start at various times. For more information and list of scheduled events, please contact:

Angela Fabela (Prescott Campus) 776-2086 * Kim Stuit (Verde Valley Campus) 634-6562

End of semester hours will be:

Prescott Campus

Apr. 25 thru 28: 8:00 am - 10:00 pm

Apr. 29: 8:00 am - 5:00 pm

May 2 thru 4: 8:00 am - 10:00 pm

May 5: 8:00 am - 8:00 pm

May 6: 8:00 am - 5:00 pm

Verde Campus

May 2 thru 4: 8:00 am - 5:30 pm

May 5: 8:00 am - 4:30 pm

May 6: 10:00 am - 2:00 pm

Tutoring begins at 9:00 am Monday - Thursday and

10:00 am Friday

The Adjunct Advisor

Published for Yavapai College Adjunct Faculty
1100 E. Sheldon Street— Prescott, AZ 86301
Chris Heyer, AF Coordinator, Editor
Phone: 928-649-4568 (Verde)
928-776-2018 (Prescott)



\$\$ Summer 2016 Adjunct Payroll \$\$

Summer Session - June 6 to July 28

Pay dates: June 24, July 8, & July 22 *

For full-length summer session classes, instructors will be paid equal amounts on the dates listed above. For all short courses, instructors will be paid equal amounts on the pay dates listed above, depending on when the class begins and ends.

* Please be aware that your last pay date for summer will end before the end of the summer semester!

Please remind your students to register for Summer and Fall classes!

Financial Aid Processing:

Classes:

Summer 2016 – There is financial aid for Summer! Pell grants have already been awarded. For student loans, the student must complete a Summer Loan Request Form.

Fall 2016 – Students must complete the 2016-2017 FAFSA to be eligible for the upcoming Fall semester. Award notices for Fall 2016/Spring 2017 will begin the end of May (E-mail notification).

No Shows:

For Summer

Classes that begin on June 6th, drop no shows students by end of day on June 12th.

We appreciate your efforts in this. We continue to pay students financial aid who never attended class and we are trying to prevent this! Please see the Registrar's updates on the first page for more information.

Book Advances & Disbursements:

Summer

First Disbursement of Financial Aid June 16th

Students can begin charging summer books to our bookstore on May 19th, both online and in person.

Questions? Please call me!

Diana Dowling,
Director Financial Aid
Prescott Campus, Bldg I
Tel: (928) 776-2381
diana.dowling@yc.edu

Teaching & eLearning Support **TeLS**



TeLS 11th Annual Summer Institute 2016

May 10 & 11

~ Teaching, Learning & Student Success ~

May 10th Keynote: "The Community College Renaissance"~ Dr. Rufus Glasper, President and CEO, The League for Innovation in the Community College

- New this Summer - Faculty "Canvas Course Show 'N Tell" - Come see what your colleagues are teaching - some great and creative ideas!

May 11th - General Session: Pathways ~ Facilitated by Dean James Perey, Dean Tania Sheldahl, and Interim VP Scott Farnsworth.

Also Included...

- FREE FOOD!
- GIFT Fellowship Award
- Mini-Session: New Canvas User Interface
- Last Faculty Standing - Game & Prizes!
- **FREE Movie in the PAC: Screenagers**

look for more info via Newsflashes & on the Webletter. Register at YC Training Website or training.yc.edu.

Be sure to sign up for all the sessions you plan on attending, including Breakfast and Lunch. **Questions?** Please contact the Teaching & eLearning Support Department at 771-6120 or tels@yc.edu.

Follow Us On The Web!



Dear Colleagues and Friends -

Spring semester is a great time—there is no greater time than the end of the academic year. It's a final test of students crossing the finish line and all of us getting them there. It's really at this final crunch time that it becomes most evident that our students have the best at Yavapai College — all of our faculty, staff, deans, and administrators do amazing work all year long, and it shows so clearly at Commencement.

For me, it's a new journey. I'll be retiring in June—yep, it's true, and it's coming up pretty dang fast.

I have had a wonderfully fulfilling career with Yavapai College. I've seen a lot of changes since 1999, but the student focus has always been front and center. I've had the pleasure to work beside and with some incredible and dedicated people.

I have strived to support and be a voice for all adjunct faculty no matter where in the College District. Know that all of you do an incredible job for all of our students, regardless of program or campus.

I shall miss you all—your knowledge—your passion—and your love of teaching - and giving the very best that you can for our students at YC.

As for me, I'll be out in the garden, walking my dog, Sam, or hiking the high country of Montana.

The Very Best Regards,

Chris



Presenter : Patricia McCarver

Start Time : 3:08 PM

Item No : 22

Proposed By : Patricia McCarver

Time Req : 0

Proposed : 2/12/2016

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 re-exploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation.	558881

Description : MONITORING REPORT - HEADING

Details :

Attachments :

No Attachments

Presenter : Patricia McCarver

Start Time : 3:08 PM

Item No : 23

Proposed By : Patricia McCarver

Time Req : 5

Proposed : 2/12/2016

Item Type : Monitoring & Decision

Policy No.	Description	Ref No
2	The President shall not cause or allow any practice, which is either illegal, unethical, imprudent, or inconsistent with college policies.	344940

Description : Receipt of President's Monitoring Report - Executive Limitation 2.0 - MONITORING, DISCUSSION, AND/OR DECISION

Details : 2.0 Executive Limitations

The President shall not cause or allow any practice, which is illegal, unethical, imprudent, or inconsistent with college policies.

MOTION OPTIONS:

1. If Board intends to accept Monitoring Report:

We have read the President's Monitoring Report regarding Policy 2.0, 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 2.0.

2. If Board intends to not accept Monitoring Report:

If for Unreasonable Interpretation:

We have read the President's monitoring report regarding Policy 2.0 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 2.0. I move that the President provide the Board with a new Monitoring Report for Policy 2.0 [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 2.0 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 2.0. I move that the President provide the Board with a new Monitoring Report for Policy 2.0 [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 2.0.pdf	Apr 22, 2016	Report Policy 2.0.pdf
2.0 Compilation.pdf	May 06, 2016	2.0 Compilation.pdf

**President's Monitoring Report
Executive Limitations 2.0 – Executive Limitations
May 2016**

Executive Limitations 2.0 – Executive Limitations

The President shall not cause or allow any practice, which is illegal, unethical, imprudent, or inconsistent with College policies.

President's Interpretation:

All College employees must strive to achieve the highest quality in fulfilling their job responsibilities. All must be cognizant of and abide by current legal aspects related to their specific roles; be versed in and practice ethical behavior; be knowledgeable and support all College policies; and maintain and incorporate their understanding of best practices in their fields. It is expected that all employees will remain cognizant and support the mission of Yavapai College and the Ends Statements established annually by the Board.

Supporting Evidence:




The supporting evidence for Executive Limitation 2.0 is dependent on two primary sources. First, the President will report the highest quality in fulfilling job responsibilities which is demonstrated within the Executive Limitations 2.1 through 2.6 Monitoring Reports. Attached is a compilation of **all the Monitoring Reports to date identifying the President's Outcomes and the Board's Conclusions and Comments.**

Second, the President must report any known practice by employees which is inappropriate as described above. As there are no known actions in violation of laws, ethics, prudence, or consistency, it is the absence of such data which indicates compliance.

President's Conclusion:
I report compliance




Summary of Executive Limitations Monitoring Reports for July 2015 – May 2016

The District Governing Board has evaluated the President performance through the Monitoring Reports of the Executive Limitations submitted in Fiscal Year 2015-2016. Below is a summary of all the Monitoring Reports to date identifying the President's outcomes, and the Board's conclusions with comments. Please note that the reports reflect the Policy wording in effect at the time of the reporting period.

Executive Limitation	Date of Report/President's Conclusions	Board Conclusions and Comments
<p>Policy 2.0 – Executive Limitations – The President shall not cause or allow any practice, which is either illegal, unethical, imprudent or inconsistent with college policies.</p>	<p>Report in May 2016 President is reporting In Compliance President's Monitoring Rpt Webpage</p>	
<p>2.1. Service to the Public – The President shall not cause or allow to exist any condition, that is unsafe, compromises an individual's privacy or limits accessibility, nor fail to provide a grievance process.</p>	<p>-October 2015- President reported In Compliance President's Monitoring Rpt Webpage</p>	<p>* Board Accepted Monitoring Report 2.1  Approved Minutes - October 2015</p>
<p>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.</p>	<p>Report in April 2016 President reported In Compliance Monitoring Report 2.1.1</p>	<p>* Board Accepted Monitoring Report 2.1.1  Minutes Pending Approval</p>
<p>2.1.2 Treatment of Students – The President shall not cause or allow policies and procedures that are illegal, unethical, or not in conformance with college policies or best practices that ensure a college-wide focus on Student Success.</p>	<p>- December 2015 - President reported In Compliance President's Monitoring Rpt Webpage</p>	<p>* Board Accepted Monitoring Report 2.1.2  Approved Minutes - December 2015</p>
<p>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.</p>	<p>Report in May 2016 President is reporting In Compliance President's Monitoring Rpt Webpage</p>	
<p>2.3 Financial Management – 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.</p>	<p>Report in June 2016</p>	






*The Board's acceptance of the President's Monitoring Reports concludes that the interpretation of the policy is reasonable and the evidence is sufficient to support the conclusion of compliance.

Summary of Executive Limitations Monitoring Reports for July 2015 – May 2016

Executive Limitation	Date of Report/President's Conclusions	Board Conclusions and Comments
<p>2.3.1 Budget Deviations - The President shall not fail to promptly inform the Board when there are materially significant deviations from the budget. Report Monthly - <i>This monitoring report aligns with the Consent Agenda: Receipt of Report on Transfers & Other Expenditures.</i></p>	<p>Annual Report in June 2016 -Monthly Update- President reported In Compliance Pres Monitoring Rpt - 2.3.1</p>	<p>Board Approved Monthly Monitoring Report Update 2.3.1 for all months August 2015 through March 2016</p>
<p>2.3.2 Reserves – The President shall not allow the Current Fund Reserves to drop below ten percent (10%) of the operating budgets or Plant Fund Reserves to drop below \$1million without specific Board authorization and a realistic recovery plan. Report Monthly - <i>This monitoring report aligns with the Consent Agenda: Receipt of Report on Revenues and Expenditures.</i></p>	<p>Annual Report in June 2016 -Monthly Update- President reported In Compliance Pres Monitoring Rpt - 2.3.2</p>	<p>Board Approved Monthly Monitoring Report Update 2.3.2 for all months August 2015 through March 2016</p>
<p>2.3.3 Certification Financial Records – The President shall not fail to assure the accuracy of financial records and require certification by the Chief Financial Officer as a part of the audit process.</p>	<p>-February 2016 - President reported In Compliance- Pres Monitoring Rpt - 2.3.3</p>	<p>* Board Accepted Monitoring Report 2.3.3</p> <div style="text-align: center;">  <p>Approved Minutes - February 2016</p> </div>
<p>2.3.4 Real Property - The President shall not acquire, encumber, or dispose of real property; neglect the replacement of critical equipment; nor unnecessarily defer maintenance and repairs on the facilities and infrastructure throughout the District without Board authorization.</p>	<p>- March 2016 - President reported In Compliance Pres Monitoring Rpt - 2.3.4</p>	<p>* Board Accepted Monitoring Report 2.3.4</p> <div style="text-align: center;">  <p>Approved Minutes - March 2016</p> </div>
<p>2.3.4.1 Lease Limits and Delegation of Lease Authority for Real Property – Pursuant to A.R.S. §15-1444(B)(2), the Board hereby delegates to the College President the authority to enter into leases for real property either as lessor or lessee on behalf of the College without the need for the Board to approve such leases before they are effective. The College President may designate others serving under the President to assist with this duty; however, the College President shall continue to be responsible to the Board for the satisfactory execution of the delegated duty. This delegation may be rescinded in whole or in part at any time by the Board. The President shall not enter into any lease agreement for more than one year in duration or that exceeds \$200,000 per year without Board authorization.</p>	<p>- March 2016 - President reported In Compliance- Pres Monitoring Rpt 2.3.4.1</p>	<p>* Board Accepted Monitoring Report 2.3.4.1</p> <div style="text-align: center;">  <p>Approved Minutes - March 2016</p> </div>

*The Board's acceptance of the President's Monitoring Reports concludes that the interpretation of the policy is reasonable and the evidence is sufficient to support the conclusion of compliance.

Summary of Executive Limitations Monitoring Reports for July 2015 – May 2016

Executive Limitation	Date of Report/President's Conclusions	Board Conclusions and Comments
<p>2.3.4.2 Improvements to Leased Property – The President shall not make improvements to any real property, structure, or land leased by the District without notifying the Board; any lease improvements over \$10,000 requires the Board's approval.</p>	<p>- March 2016 - President reported In Compliance-</p> <p>Pres Monitoring Rpt 2.3.4.2</p>	<p>* Board Accepted Monitoring Report 2.3.4.2</p>  <p>Approved Minutes - March 2016</p>
<p>2.4 Asset Protection - The President shall not allow College assets, including intellectual property and operating capital to be unprotected, inadequately maintained, or inadequately insured.</p>	<p>-November 2015- President reported In Compliance-</p> <p>Pres Monitoring Rpt 2.4</p>	<p>* Board Accepted Monitoring Report 2.4</p>  <p>Approved Minutes - November 2015</p>
<p>2.5 Communication and Support to the District Governing Board The President shall not permit the Board to be uninformed, misinformed, or unsupported in its work.</p>	<p>- January 2016 – President reported In Compliance-</p> <p>Pres Monitoring Rpt 2.5 & 2.5.1</p>	<p>* Board Accepted Monitoring Report 2.5</p>  <p>Approved Minutes - January 2016</p>
<p>2.5.1 Compliance – The President shall not fail to advise the Board, if in the President's opinion, the Board is not in compliance with one or more of its own policies particularly in cases where Board behavior is detrimental to the working relationship between the Board and the President.</p>	<p>- January 2016 – President reported In Compliance-</p> <p>Pres Monitoring Rpt 2.5 & 2.5.1</p>	<p>* Board Accepted Monitoring Report 2.5.1</p>  <p>Approved Minutes - January 2016</p>
<p>2.6 Presidential Continuity and Absences - The President shall not fail to appoint a College Vice President, or designee, to act in the President's place when the President is absent or unavailable, and to communicate this information to the Board prior to the absence.</p>	<p>January 2016 – President reported In Compliance-</p> <p>Pres Monitoring Rpt 2.6</p>	<p>* Board Accepted Monitoring Report 2.6</p>  <p>Approved Minutes - January 2016</p>

*The Board's acceptance of the President's Monitoring Reports concludes that the interpretation of the policy is reasonable and the evidence is sufficient to support the conclusion of compliance.

Presidential Monitoring Worksheet for Executive Limitations Policies
Policy 2.0 – Executive Limitations

Compilation - May 2016

Executive Limitations 2.0	Executive Limitations The President shall not cause or allow any practice, which is illegal, unethical, imprudent, or inconsistent with College policies.	
Is the interpretation reasonable?	YES 5	NO
Does the data show accomplishment of the interpretation?	YES 5	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES 4	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO 4
Comments: McCarver: Performance reviews are conducted at least annually, and benefits are competitive. Salary study from 2014 shows that at that time, most positions within the college were market competitive		

SHADED ITEMS should be raised for discussion at the meeting.

Presenter : Patricia McCarver

Start Time : 3:13 PM

Item No : 24

Proposed By : Patricia McCarver

Time Req : 5

Proposed : 4/21/2016

Item Type : Monitoring & Decision

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 Revised President's Monitoring Report - Executive Limitation
2.2 -Compensation and Benefits - MONITORING, DISCUSSION, AND/OR
DECISION

Details : At the April 19, 2016 District Governing Board meeting, the Board requested time to review additional information added to the report.

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
Policy 2 2 Report - Updated.pdf	Apr 22, 2016	Policy 2 2 Report - Updated.pdf
2.2 Compilation.pdf	May 06, 2016	2.2 Compilation.pdf

Monitoring Report
Executive Limitations 2.2 – Compensation and Benefits
April 2016 - Updated

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 Policy 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 of employee engagement and satisfaction.

Performance Review

Supervisors provide feedback to employees throughout the year. In addition, supervisors complete a written evaluation at least annually, providing full time employees with feedback in 7 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, 96% of reviews were submitted for FY 2015.

College policy, process, training and form 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:

Since the original 2005 Compensation Study, the College has adopted a three year review cycle ensuring that all positions are reviewed regularly. **The College's compensation analyst** reviews each employee in the designated grades, their current duties and responsibilities, and checks each position against the appropriate market data. The recommended adjustments are reviewed by the HR Director, the Department/Division head, and the appropriate Vice President. For example, the Faculty Salary schedule maximums were increased by 1.7 percent to reflect the national cost of living adjustment for 2015. During 2014-2015 salary grade classifications 9 through 13 were reviewed:



Classification Review
Grades 9 through 13

In addition to our regular cycles of review, the College retained Sibson Company which completed a comprehensive compensation review for all full time faculty and staff positions in February of 2014. The conclusion of the study (in essence) was that our salary ranges were, with a few exceptions, competitive.

[Compensation Study](#)

The college provides an overall Compensation policy/philosophy to employees and a Faculty and Staff Compensation policy in the HR Section of the Policy Manual:

<http://www.yc.edu/v5content/policies/docs/2-hr/2014%202.17.pdf>

<http://www.yc.edu/v5content/policies/docs/2-hr/2014%202.42.pdf>

Employee Benefits:

The College is self-insured through our membership in the Yavapai Combined Trust. The College offers a competitive benefits package that includes but is not limited to health, dental, vision, long term disability, vacation, holiday, tuition waiver program, etc. All of our benefits are 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. Comparator groups include:

- Arizona Community Colleges
- College and University Professional Association – HR (CUPA-HR) Annual Benefit Survey
- Segal Benefit and Compensation Consultants



Benefits Survey

Employee Grievances and Legal Action

In calendar year 2015, there were no employee grievances or 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 – May 2016 – Updated From April 2016

Executive Limitation 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.	
Is the interpretation reasonable?	YES 5	NO
Does the data show accomplishment of the interpretation?	YES 2	NO 2
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES 4	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO 4
<p>Comments:</p> <p>Filardo: "Best practices" with which I am familiar use organizational level metrics that trigger compensation increases, e.g. increases in sales or increases in enrollments. For example, if enrollment is trending downwards or not increasing we should only consider cost of living increases. I would welcome a discussion on this item.</p> <p>McCasland: Are all employees-staff, faculty and administration- reviewed for workforce comparisons? There is a huge salary difference between administration and staff/faculty. The highest salary for a faculty member is \$84,789 versus \$164,524 (VP average) and \$267,811 for the President. City/County Managers and PUSD superintendent salaries range from \$118,000 to \$168,161. Source Prescott Daily Courier Sunshine Week Tax-based salaries and YC salary schedules.</p> <p>Sigafoos: This is a close call as to the data supplied. The report does include data regarding a study done of benefits from a national organization. The data from this study does include Arizona Community Colleges (Maricopa, Pima and Mohave were noted as participants). I am curious as to why Yavapai data wasn't included. If we were given an opportunity to participate and chose not to I would be interested in the rationale. The data presented in this report is a "sea of numbers" making it hard to tease out conclusions or trends. In a perfect world this kind of data would be depicted graphically with trends shown along with the raw data. What is missing from the data is any direct correlation between our circumstances and other direct peer groups (AZ Community Colleges). I think that the President needs to tighten up the selection of data sets and presentation of the data so that it is more transparent to the reader. Just a thought for the future monitoring cycle. In addition, the topic of this monitoring report is "compensation and benefits" and data regarding compensation, especially among our peer group, is missing. The topic of this monitoring report represents the largest category of budgeted expenditures of the College. It is incumbent on us as Board Members to understand the topic. Finally, the data presented is for 2014. Is there a follow up survey closer in time with today?</p> <p>McCarver: This report is based on the sub-policy reports received by the Board and approved in prior months this fiscal year. Those detailed reports show that the President is in compliance.</p>		

SHADED ITEMS should be raised for discussion at the meeting.

Presenter : Patricia McCarver

Start Time : 3:18 PM

Item No : 25

Proposed By : Patricia McCarver

Time Req : 5

Proposed : 2/12/2016

Item Type : Monitoring & Decision

Policy No.	Description	Ref No
3	The purpose of the Yavapai College District Governing Board, on behalf of the taxpayers of Yavapai County and the State of Arizona, shall be to ensure that Yavapai College achieves appropriate results at a justifiable cost, and avoids unacceptable actions and situations.	396359

Description : Board Self-Evaluation of Governing Board Policy 3.0 - Governance Process - MONITORING, DISCUSSION AND/OR DECISION

Details : 3.0 Governance Process

The purpose of the Yavapai College Board, on behalf of the taxpayers of Yavapai County and the State of Arizona, shall be to ensure that Yavapai College achieves appropriate results at a justifiable cost, and avoids unacceptable actions and situations.

Attachments :

Title	Created	Filename
3.0 Compilation.pdf	May 06, 2016	3.0 Compilation.pdf

**District Governing Board Policy Review
Evaluation of Governance Process Policies**

Compilation - May 2016

Governance Process 3.0	The purpose of the Yavapai College District Governing Board, on behalf of the taxpayers of Yavapai County and the State of Arizona, shall be to ensure that Yavapai College achieves appropriate results at a justifiable cost, and avoids unacceptable actions and situations.	
Interpretation		
Is the interpretation reasonable?	YES 4	NO 1
Does the data show accomplishment of the interpretation?	YES 3	NO 2
Is there sufficient evidence to indicate compliance with this Governance Process policy?	YES 3	NO 1
Is this policy still relevant or useful to the Board?	YES 4	NO 1
<p>Comments:</p> <p>Filardo: In my opinion there is not sufficient evidence to indicate compliance with this Governance Process Policy. Self evaluation process by the board provides a limited view of the DGB's performance. There seems to be some implicit bias by some members to discount a third party analysis that might provide a more objective evaluation of Policy Governance 3.0.</p> <p>McCasland: The interpretation needs to be addressed. This is a key responsibility of the Board.</p> <p>McCarver: The Board reviews the budget process starting in January each fiscal year, and has numerous discussions and presentations regarding each facet of the budget. We held a retreat in February to spend more time reviewing the proposed budget and tuition/fees in detail. The Board identifies it's Ends and uses the Budget process to ensure that appropriate planning and funding is secured to meet those ends. We are in compliance.</p>		

SHADED ITEMS should be raised for discussion at the meeting.

Presenter : Patricia McCarver

Start Time : 3:23 PM

Item No : 26

Proposed By : Patricia McCarver

Time Req : 5

Proposed : 2/12/2016

Item Type : Monitoring & Decision

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 re-exploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation.	558881

Description : Board Self-Evaluation of Governance Process 3.4 - Agenda Planning - MONITORING, DISCUSSION AND/OR DECISION

Details : 3.4 Agenda Planning

To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a re-exploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation.

3.4.1 End of Year Cycle

The cycle shall conclude each year on the last day of September so that administrative planning and budgeting can be based on accomplishing a one-year segment of the Board's most recent statement of long-term Ends.

3.4.2 Start of Annual Cycle

The cycle shall start with the Board's development of its agenda for the next year.

3.4.2.1 Calendar for Owner Input

Consultations with selected groups in the ownership or other methods of gaining ownership input shall be determined and arranged in September and October, and will be held during the balance of the cycle.

3.4.2.2 Calendar for Education and Ends

Governance education and education related to Ends' determination (e.g., Board training, presentations by futurists, demographers, advocacy groups and staff, studying internal and external publications, attending conferences, etc.) shall be arranged in September and October, and will be held during the balance of the cycle.

3.4.2.2.1 Board Member Orientation Process

New board members will be oriented in a manner that ensures acquaintance with all the Board's most critical responsibilities, documents, and processes.

a) An existing Board member will be appointed in advance of the November elections to mentor each new Board member and ensure their completion of the orientation process.

b) Board members will be familiarized with:

1) Title 15, Chapter 12 - Community Colleges, of the Arizona Revised Statutes and with the Open Meeting Law;

2) The Board's Policy Manual;

3) The principles and practice of Policy Governance (through relevant reading and/or workshop attendance);

4) The responsibilities of all staff engaged in Board support (including a meeting with the President); and

5) Use of OurBoardroom to access and organize all Board documents, agendas, minutes, as well as submission of agenda items and monitoring report assessments.

3.4.3 All Meeting Agendas

The Board shall plan its agenda around the specific job products of the Board, set out in the Board Job Description Policy 3.2. All meeting agendas shall clearly distinguish between items for the purposes of:

- a) Ownership Linkage;
- b) Policy Development;
- c) Monitoring of President Performance;
- d) Fulfillment of items that are:
 - 1) Procedural,
 - 2) For Information Only, and
 - 3) For Board Education.

For Monitoring of Board Performance, Board agendas will also distinguish between items for discussion and items for decision and items on the Board's Consent Agenda (see Policy 3.4.3.4).

3.4.3.1 Referencing Existing Board Policy

All items on the agenda will reference the relevant existing Board policies.

3.4.3.2 Distinguishing Between Matters for the Board or President

- a) Any matter that falls outside the scope of the Board's Ends or President's Executive Limitations policies is a matter for Board decision.
- b) Any matter that falls within the scope of the Board's Ends or President's Executive Limitations policies is a matter for the President's decision.

3.4.3.3 Process for Placing Items on the Agenda

The President and any Board member who wishes to place an item on the agenda should do so through the Board Chair.

- a) If it is the Board's issue it will be placed on the next Board agenda.
- b) If it is the President's issue, the Chair will refer it to the President to be addressed in accordance with Board policy and inform any Board member concerned.
- c) If the Board member feels that this process has not been followed appropriately, he/she will inform the Chair who will place the matter on the next Board agenda.

3.4.3.4 Consent Agenda

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.

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.

3.4.4 President Monitoring

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.

3.4.5 Elections/Appointments

As required by A.R.S. 15-1443(B), the Board will elect a Chair and a Secretary every January. The expectation will be that the newly-elected Chair and Secretary will serve a two-year term, but the Board may decide otherwise and elect a new Chair and Secretary every January. The Chair and Secretary shall serve from the date of election until the date on which their replacements are elected. The newly-elected Board Chair will appoint Board Liaisons for one-year terms at the January or February meeting.

Attachments :

Title	Created	Filename
3.4 Compilation.pdf	May 06, 2016	3.4 Compilation.pdf

**District Governing Board Policy Review
Evaluation of Governance Process Policies**

Compilation - May 2016

3.4 Agenda Planning	To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a re-exploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation.	
Interpretation		
Is the interpretation reasonable?	YES 4	NO 1
Does the data show accomplishment of the interpretation?	YES 4	NO
Is there sufficient evidence to indicate compliance with this Governance Process?	YES 4	NO
Is this policy still relevant or useful to the Board?	YES 4	NO 1
<p>Comments:</p> <p>McCasland: We need to spend more time reviewing and expanding the Ends policies and less time being lectured to. The Ends need to reflect the changing needs of our county.</p> <p>McCarver: We review our annual agenda plan each fall, and the schedule is available to Board members at each meeting. We held an Ends review in the Fall of 2015 and made several adjustments to the ends to reflect Board priorities. The board receives regular Board Education in areas such as Open Meeting Law, changes in legislation, education and job market trends, Budgeting and budget assumptions, Enrollment trends, etc.</p>		
3.4.1 End of Year Cycle	The cycle shall conclude each year on the last day of September so that administrative planning and budgeting can be based on accomplishing a one year segment of the Board's most recent statement of long-term Ends.	
Interpretation		
Is the interpretation reasonable?	YES 4	NO
Does the data show accomplishment of the interpretation?	YES 3	NO
Is there sufficient evidence to indicate compliance with this Governance Process?	YES 3	NO
Is this policy still relevant or useful to the Board?	YES 3	NO
<p>Comments:</p> <p>McCasland: I support the budget analysis include specific project and activity details on what has been accomplished. How do we know what has been accomplished? I need more details to evaluate progress.</p> <p>McCarver: The President prepares her annual monitoring report of Ends and the Board reviewed and approved the final Ends monitoring reports in October, 2015.</p>		
3.4.2 Start of Annual Cycle	The cycle shall start with the Board's development of its agenda for the next year.	
Interpretation		
Is the interpretation reasonable?	YES 3	NO 1
Does the data show accomplishment of the interpretation?	YES 3	NO 1

Is there sufficient evidence to indicate compliance with this Governance Process?	YES 3	NO
Is this policy still relevant or useful to the Board?	YES 3	NO
Comments: McCasland: Why is this an item to be monitored? What is the Board's development of its agenda for the next year? McCarver: We reviewed the annual Board calendar and agenda at our November, 2015 meeting, and have historically reviewed and at times adjusted the calendar annually		
3.4.2.1 Calendar for Owner Input	Consultations with selected groups in the ownership or other methods of gaining ownership input shall be determined and arranged in September and October, and will be held during the balance of the cycle.	
Interpretation		
Is the interpretation reasonable?	YES 3	NO
Does the data show accomplishment of the interpretation?	YES 3	NO
Is there sufficient evidence to indicate compliance with this Governance Process?	YES 3	NO
Is this policy still relevant or useful to the Board?	YES 3	NO
Comments: McCarver: The Board has scheduled focus groups throughout the county to address a specific set of questions related to how the college is meeting the needs of county residents. The Board also tasked the VVBAC with gathering information from Verde Valley residents in addition to the scheduled focus group sessions, and provide that feedback to the Board by the end of June 2016.		
3.4.2.2 Calendar for Education and Ends	Governance education and education related to Ends' determination (e.g., Board training, presentations by futurists, demographers, advocacy groups and staff, studying internal and external publications, attending conferences, etc.) shall be arranged in September and October, and will be held during the balance of the cycle.	
Interpretation		
Is the interpretation reasonable?	YES 3	NO
Does the data show accomplishment of the interpretation?	YES 3	NO
Is there sufficient evidence to indicate compliance with this Governance Process?	YES 3	NO
Is this policy still relevant or useful to the Board?	YES 3	NO
Comments: McCarver: The Board reviewed it's annual Calendar, which includes Board Education, scheduled agenda items, and plans, at its November, 2015 meeting. This activity is done annually.		

<p>3.4.2.2.1 Board Member Orientation Process</p>	<p>New board members will be oriented in a manner that ensures acquaintance with all the Board's most critical responsibilities, documents, and processes.</p> <p>a) An existing Board member will be appointed in advance of the November elections to mentor each new Board member and ensure their completion of the orientation process.</p> <p>b) Board members will be familiarized with:</p> <ol style="list-style-type: none"> 1) Title 15, Chapter 12 - Community Colleges, of the Arizona Revised Statutes and with the Open Meeting Law; 2) The Board's Policy Manual; 3) The principles and practice of Policy Governance (through relevant reading and/or workshop attendance); 4) The responsibilities of all staff engaged in Board support (including a meeting with the President); and 5) Use of OurBoardroom to access and organize all Board documents, agendas, minutes, as well as submission of agenda items and monitoring report assessments.
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Interpretation		
Is the interpretation reasonable?	YES 3	NO
Does the data show accomplishment of the interpretation?	YES 3	NO
Is there sufficient evidence to indicate compliance with this Governance Process?	YES 3	NO
Is this policy still relevant or useful to the Board?	YES 3	NO
Comments: McCarver: We had no new Board members this year.		

<p>3.4.3 All Meeting Agendas</p>	<p>The Board shall plan its agenda around the specific job products of the Board, set out in the Board Job Description Policy 3.2. All meeting agendas shall clearly distinguish between items for the purposes of:</p> <ol style="list-style-type: none"> a) Ownership Linkage; b) Policy Development; c) Monitoring of President Performance; d) Fulfillment of items that are: <ol style="list-style-type: none"> 1) Procedural, 2) For Information Only, and 3) For Board Education. <p>For Monitoring of Board Performance, Board agendas will also distinguish between items for discussion and items for decision and items on the Board's Consent Agenda (see Policy 3.4.3.4).</p>
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Interpretation		
Is the interpretation reasonable?	YES 4	NO
Does the data show accomplishment of the interpretation?	YES 4	NO
Is there sufficient evidence to indicate compliance with this Governance Process?	YES 3	NO
Is this policy still relevant or useful to the Board?	YES 3	NO
Comments: McCasland: The Board's items for discussion and decision should not be automatically placed on the Consent Agenda. McCarver: Board agendas are designed to focus on policy issues, ownership linkage input, Board education, monitoring of Ends, Executive Limitations and Board Policy, and procedural and general College information that supports Board priorities.		

3.4.3.1 Referencing Existing Board Policy	All items on the agenda will reference the relevant existing Board policies.	
Interpretation		
Is the interpretation reasonable?	YES 4	NO
Does the data show accomplishment of the interpretation?	YES 4	NO
Is there sufficient evidence to indicate compliance with this Governance Process?	YES 3	NO
Is this policy still relevant or useful to the Board?	YES 3	NO
Comments: McCarver: All agenda items must reference an appropriate Board Policy in order to be placed on the agenda.		
3.4.3.2 Distinguishing Between Matters for the Board or President	a) Any matter that falls outside the scope of the Board's Ends or President's Executive Limitations policies is a matter for Board decision. b) Any matter that falls within the scope of the Board's Ends or President's Executive Limitations policies is a matter for the President's decision.	
Interpretation		
Is the interpretation reasonable?	YES 4	NO
Does the data show accomplishment of the interpretation?	YES 4	NO
Is there sufficient evidence to indicate compliance with this Governance Process?	YES 3	NO
Is this policy still relevant or useful to the Board?	YES 3	NO
Comments: McCasland: I suggest we review the President's Executive Limitations for possible changes and updates. McCarver: This is an ongoing discussion for the Board, as we identify items of interest, and discuss whether it is appropriate for the Board to consider or discuss a particular agenda item.		
3.4.3.3 Process for Placing Items on the Agenda	The President and any Board member who wishes to place an item on the agenda should do so through the Board Chair. a) If it is the Board's issue it will be placed on the next Board agenda. b) If it is the President's issue, the Chair will refer it to the President to be addressed in accordance with Board policy and inform any Board member concerned. c) If the Board member feels that this process has not been followed appropriately, he/she will inform the Chair who will place the matter on the next Board agenda.	
Interpretation		
Is the interpretation reasonable?	YES 4	NO
Does the data show accomplishment of the interpretation?	YES 3	NO
Is there sufficient evidence to indicate compliance with this Governance Process?	YES 3	NO
Is this policy still relevant or useful to the Board?	YES 3	NO

Comments:

McCasland: I have asked questions on monitoring reports that are never addressed or discussed. Are we following our own process?

McCarver: To my knowledge, all requested agenda topics have been placed on the agenda as quickly as is practicable. Agenda requests generally go through the Board's Administrative Assistant, or are identified at a meeting for future discussion.

**3.4.3.4
Consent Agenda**

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.
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.

Interpretation

Is the interpretation reasonable?	YES 4	NO
Does the data show accomplishment of the interpretation?	YES 3	NO 1
Is there sufficient evidence to indicate compliance with this Governance Process?	YES 3	NO
Is this policy still relevant or useful to the Board?	YES 3	NO

Comments:

McCasland: How can an item be placed on the consent agent when the Board had had no deliberation of the information?

McCarver: Consent agenda items are routine items that are either Administrative items but required by State Statute to be approved by the Board, or routine items that most likely do not require discussion. We do allow Board members to pull any item from the Consent Agenda for discussion and consideration as needed.

**3.4.4
President Monitoring**

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.

Interpretation

Is the interpretation reasonable?	YES 4	NO
Does the data show accomplishment of the interpretation?	YES 3	NO
Is there sufficient evidence to indicate compliance with this Governance Process?	YES 3	NO
Is this policy still relevant or useful to the Board?	YES 3	NO

Comments:

McCasland: There is often little or no discussion by board members. Are the items we are monitoring of little importance and don't need discussion? Or are the reports on such a global level with little specifics that they are hard to discuss? Should the items we monitor be tied to specific goals and expected outcomes of the President?

McCarver: The Board reviews Executive Limitation reports each month according to our Board Calendar schedule, and reviews Ends monitoring reports each October. The Board also monitors its own policies and approves them at our monthly meetings.

3.4.5 Elections/Appointments	As required by A.R.S. 15-1443(B), the Board will elect a Chair and a Secretary every January. The expectation will be that the newly-elected Chair and Secretary will serve a two-year term, but the Board may decide otherwise and elect a new Chair and Secretary every January. The Chair and Secretary shall serve from the date of election until the date on which their replacements are elected. The newly-elected Board Chair will appoint Board Liaisons for one year terms at the January or February meeting.	
Interpretation		
Is the interpretation reasonable?	YES 4	NO
Does the data show accomplishment of the interpretation?	YES 4	NO
Is there sufficient evidence to indicate compliance with this Governance Process?	YES 3	NO
Is this policy still relevant or useful to the Board?	YES 3	NO
Comments: McCarver: Board elections are held in January, most years.		

SHADED ITEMS should be raised for discussion at the meeting.

Presenter : Patricia McCarver

Start Time : 3:28 PM

Item No : 27

Proposed By : Patricia McCarver

Time Req : 10

Proposed : 4/22/2016

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 re-exploration 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 : Patricia McCarver

Start Time : 3:38 PM

Item No : 28

Proposed By : Patricia McCarver

Time Req : 0

Proposed : 2/12/2016

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 re-exploration 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 : Patricia McCarver

Start Time : 3:38 PM

Item No : 29

Proposed By : Patricia McCarver

Time Req : 5

Proposed : 2/12/2016

Item Type : Information Item

Policy No.	Description	Ref No
3.5.5	<p>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:</p> <ol style="list-style-type: none">1) Foundation Liaison2) AADGB Representative3) Board Spokesperson	560681

Description : Reports from Board Liaisons - Association of Community College Trustees (ACCT); Arizona Association for District Governing Boards (AADGB); Verde Valley Board Advisory Committee; and Yavapai College Foundation - INFORMATION AND/OR DISCUSSION

Details : Association of Community College Trustees (ACCT) - Mr. Ray Sigafos

Arizona Association for District Governing Boards (AADGB) - Mr. Ray Sigafos

Verde Valley Board Advisory Committee - Mr. Al Filardo

Yavapai College Foundation - Dr. Patricia McCarver

Attachments :

Title	Created	Filename
Approved VVAC Minutes 2016 Mar 2.pdf	Apr 21, 2016	Approved VVAC Minutes 2016 Mar 2.pdf

Verde Valley Board Advisory Committee

Verde Valley Campus Building M Room 202
Approved Meeting Minutes – March 2, 2016

VVBAC Members present:

Mr. Paul Chevalier, Chair, Sedona
Ms. Janet Aniol, D2 Unincorporated
Ms. Carolyn Fisher, D3 Unincorporated
Mr. Randy Garrison, Cottonwood
Mr. Steve King, Camp Verde

VVBAC Members absent:

Mr. Bill Regner, Vice Chair, Clarkdale

DGB Members present:

Mr. Al Filardo, D3, VVBAC Liaison to DGB

College employees present:

Ms. Alexandra Helm, Administrative Coordinator, Verde Valley Campus

I. CALL TO ORDER – PROCEDURAL. Meeting called to order at 8:30 a.m. with Chair Chevalier presiding. A quorum was present.

II. APPROVAL OF MINUTES – DISCUSSION AND/OR DECISION.

– Chair Chevalier complimented Staff Helm on the February minutes.

On a motion by Member Fisher, with second by Member Garrison, minutes of February 3, 2016 were unanimously approved.

III. MEMBER UPDATES – INFORMATION AND/OR DISCUSSION

– Review of portions of the March 1, 2016 District Governing Board meeting

- Committee members commented on Item 25 of the March 1, 2016 District Governing board meeting.

– Review of Verde Independent articles and response (attached documents)

- Chair Chevalier noted the documents are there for information purposes.

– Update on VVBAC Representative from Yavapai-Apache Nation

- DGB Filardo reported he had received an email from Karla Reimer, Office Manager/Council Secretary for the Yavapai-Apache Nation, in which Chair Beauty put forward Lisa Sandoval as a replacement.

DGB Member Filardo will set up a meeting with Lisa Sandoval and Tim Carter.

Following that, he will request an item be added to the next District Governing Board meeting to approve Ms. Sandoval as a member of the VVBAC committee.

– Member reports on relevant activities and information

- Two weeks ago, Member King presented an update on the VVBAC committee's work to

the Camp Verde Town Council. Mayor German and Councilmember German are planning to schedule an open forum.

- Chair Chevalier reported there was an initial meeting with a culinary committee group at the Sedona Center. They are beginning to delve into the details regarding space, etc. for the program.

IV. Need for further YC representatives to provide information to our committee – Discussion and/or Decision

- Chair Chevalier stated the Marketing Director was not given permission to make a presentation to the committee. He would still like to hear an update from the marketing and recruitment departments before considering further recommendations. He then solicited input from the committee as to whether the committee should ask representatives from selected departments from the college make presentations from time to time. The committee agreed they would like to have the representatives from marketing and recruitment make a presentation within the next two to three months.

Chair Chevalier requested DGB Filardo make a request of the college to have the both departments present at the same meeting, preferably before summer break. Chair Chevalier to send an email to DGB Filardo with this request; DGB Filardo will carry it forward.

V. Adoption of draft questionnaire (attached documents)

- Chair Chevalier asks for approval of the questions or modifications to the questions.
 - After discussion, it was agreed that:
 - Committee members will try to get at least 20 responses to the questionnaire from community members in the area they represent.
 - Responses may be returned via email or hard copy (to be scanned, so as to be included with all responses).
 - Committee members to receive all responses by May 1.
 - Once responses are received by the committee members, they will be sent to Karen as one batch by each committee member.
 - All responses will be distributed by Staff Jones to all committee members and the members of the district governing board.

Carolyn will consider creating a website; will advise Staff Karen, if developed. Randy will create a form through Google and will send to Staff Karen to distribute to committee members.
On a motion from Member Fisher and a second from Member Garrison, the questionnaire was approved with one absence (Member King).

VI. Further recommendations to the Governing Board – Discussion and/or Decision

Tabled recommendation “Retain an Independent Consultant to study the structure, benefits and cost of a separate Verde Valley Administrative College” which would remain a part of the Yavapai College District.

Recommendation that the VVBAC ask the elected officials in the cities, towns, unincorporated areas and the Yavapai-Apache Nation if they support the above recommendation.

Introduction of other recommendations members of the committee would like to discuss/decide at a future meeting.

- Chair Chevalier introduced the item by restating the tabled recommendation as well as introducing the new recommendation. Chair Chevalier opened the discussion to the committee and asked that in light of what happened at the District Governing Board meeting yesterday, did the committee want to go forward with either or both recommendations?
- After discussion, the recommendation remained tabled; and the new recommendation was also tabled. Another recommendation may be suggested at a future meeting.
- As part of the discussion, DGB Member Filardo handed out to each committee member of copy of page 15 of the Winter 2016 Trustee Quarterly with sections underlined within the ACCT's Policy Action Agenda pertaining to access and equity. The committee agreed to review their previously submitted recommendations prior to the next meeting and look at the college's strategic plan and see if the college can do more in terms of getting more education for the money.

Chair Chevalier will ask Staff Jones for a latest copy of the Verde Valley strategic plan matrix; he will then send the strategic plan and the committee's existing recommendations to the committee members for review.

Chair Chevalier will ask Staff Jones to add the following items on the next agenda:

- *Open call*
- *Discussion item – Strategic plan matrix and existing recommendations*
 - *How can you ensure the equity distribution of monies be spent in the Verde Valley?*
 - *Can a system be put in place to guarantee access and equity?*
- *What are other ways we can engage the community?*

VII. Further ways VVBAC should engage the Verde Valley Discussion and/or Decision

- Since Member Regner was absent for this meeting, the additional recommendations he has proposed will be on the next agenda.

Chair Chevalier will send Member Fisher for her review a draft of a suggested additional recommendation to be placed on next meeting's agenda.
- It was suggested the committee present a brief report with a question and answer segment to VVREO as well as to the Verde Valley and Sedona chambers of commerce (to be scheduled no sooner than May 1).
 - *Member Fisher will update the Committee's presentation.*
 - *Member Garrison will contact VVREO, the Sedona and Cottonwood Chambers of Commerce to ascertain interest and a possible date for scheduling a meeting.*
 - *Steve King will contact the Camp Verde Chamber of Commerce to ascertain interest and a possible date for scheduling a meeting.*

VIII. Future Meeting Schedule - Discussion and/or Decision

- Since three committee members will be unable to attend the next scheduled meeting, the committee agreed to change the April meeting date from the 13th to the 20th.

W Apr 20 8:30 a.m. M-202, Verde Valley Campus

W May 11 8:30 a.m. M-137, Verde Valley Campus

IX. Adjourn – Procedural

On a motion by Member Fisher, with a second by Member King, the motion to adjourn carried unanimously.

Meeting adjourned at 10:30 a.m.

Presenter : Patricia McCarver

Start Time : 3:43 PM

Item No : 30

Proposed By : Patricia McCarver

Time Req : 0

Proposed : 2/12/2016

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 re-exploration 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 : Patricia McCarver

Start Time : 3:43 PM

Item No : 31

Proposed By : Patricia McCarver

Time Req : 5

Proposed : 2/12/2016

Item Type : Information Item

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 : Correspondence to the Board - RECEIPT

Details :

Attachments :

No Attachments

Presenter : Patricia McCarver

Start Time : 3:48 PM

Item No : 32

Proposed By : Patricia McCarver

Time Req : 3

Proposed : 2/12/2016

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 re-exploration of Ends policies annually; and (b) continually improves Board performance through Board education and enriched input and deliberation.	558881

Description : District Governing Board Proposed Dates and Places of Future Meetings - DISCUSSION AND/OR DECISION

Details : Proposed Dates and Places of Future Meetings for the District Governing Board.

Attachments :

Title	Created	Filename
FY15-16- Proposed Dates and Places of Future Meetings.pdf	Apr 21, 2016	FY15-16- Proposed Dates and Places of Future Meetings.pdf
FY16-17- Proposed Dates and Places of Future Meetings.pdf	Apr 21, 2016	FY16-17- Proposed Dates and Places of Future Meetings.pdf

PROPOSED DATES AND PLACES OF FUTURE MEETINGS – FY 2015-2016

TYPE OF MEETING	DATE/DAY/TIME/LOCATION
JULY 2015 – NO BOARD MEETING	
Regular Board Meeting	August 10, 2015, Monday, 1:00 p.m. Location: Prescott Campus – Rock House
Board Retreat	August 31, 2015, Monday – 9:00 a.m. Location: Prescott Campus-Rock House
Regular Board Meeting	September 1, 2015, Tuesday, 1:00 p.m. Location: Verde Valley Campus - Bldg. M, Rm 137
Regular Board Meeting	October 6, 2015, Tuesday, 1:00 p.m. Location: CTEC – Room 181
Regular Board Meeting	November 9, 2015, Monday, 1:00 p.m. Location: Chino Valley Agribusiness Center-Rm 120/
Regular Board Meeting	December 8, 2015, Tuesday, 1:00 p.m. Location: Prescott Campus – Bldg. 3 Multi-Purpose Room
Regular Board Meeting	January 12, 2016, Tuesday, 1:00 p.m. Location: Prescott Valley Center, Rooms 110-111
Board Budget Workshop	February 9, 2016, Tuesday, 9:30 a.m. Location: Prescott Campus – Rock House
Regular Board Meeting	February 9, 2016, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House
Regular Board Meeting*	March 1, 2016, Tuesday, 1:00 p.m. Location: Verde Valley Campus, Room M-137
Regular Board Meeting	April 19, 2016, Tuesday, 1:00 p.m. Location: Sedona Center, Room 34
Budget Public Hearing	May 10, 2016, Tuesday, 1:00 p.m. Location: Prescott Campus- Bldg. 3 -119
Budget Adoption Meeting	May 10, 2016, Tuesday, 1:30 p.m. Location: Prescott Campus- Bldg. 3 -119
Regular Board Meeting	May 10, 2016, Tuesday, 1:45 p.m. Location: Prescott Campus – Bldg. 3 -119
Regular Board Meeting	June 14, 2016, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House
JULY 2016 – NO BOARD MEETING	

September 1, 2015 and October 6, 2015 (First Tuesday of the Month) changed due to scheduling conflicts

*March 1, 2016 (First Tuesday of the Month) changed due to Spring Break scheduled for March 7–11, 2016

TYPE OF EVENT	DATE/DAY/TIME/LOCATION
CTEC Tour	October 6, 2015, Tuesday, 4:30 p.m. Location: CTEC
CTEC Open House	October 10, 2015, Saturday, 10:00 a.m. Location: CTEC
Association of Community College Trustees (ACCT) Leadership Congress	October 13 – October 17, 2015 Location: San Diego, CA
Sculpture Garden Dedication	November 4, 2015, Wednesday, 2:00 p.m. Location: Prescott Campus
Northern Arizona Regional Training Academy (NARTA) Commencement	December 3, 2015, Thursday – 11:00 a.m. Location: Prescott Campus – Performing Arts Center
Nursing Pinning Ceremony	December 11, 2015, Friday – 3:00 p.m. Location: Prescott Campus – Performing Arts Center
Ownership Linkage Focus Forum	February 10, 2016, Wednesday, 2:00 p.m. Location: Prescott Valley
Ownership Linkage Focus Forum	March 3, 2016, Thursday, 2:00 p.m. Location: Dewey-Humboldt Meeting Facilities
Ownership Linkage Focus Forum	March 16, 2016, Wednesday, 2:00 p.m. Location: Verde Valley Campus, Room I-125
Ownership Linkage Focus Forum	April 7, 2016, Thursday, 2:00 p.m. Location: Chino Valley Center, Room 57-132
Ownership Linkage Focus Forum	April 20, 2016, Wednesday, 2:00 p.m. Location: Prescott Campus, Room 32-119
Verde Valley Commencement	May 6, 2016, Friday, 6:00 p.m. Location: Verde Valley Campus
Nursing Pinning Ceremony	May 7, 2016, Saturday, 1:00 p.m. Location: Prescott Campus – Performing Arts Center
Prescott Commencement	May 7, 2016, Saturday, 6:00 p.m. Location: Prescott Campus – Performing Arts Center
Northern Arizona Regional Training Academy (NARTA) Commencement	May 26, 2016, Thursday, 11:00 a.m. Location: Prescott Campus – Performing Arts Center
International Policy Governance Association (IPGA) Annual Conference	June 16 – 18, 2016 Location: Toronto, Canada

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	August TBD, 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 8, 2016, Tuesday, 1:00 p.m. Location: Verde Valley Campus - Bldg. M, Rm 137
Regular Board Meeting	December 13, 2016, Tuesday, 1:00 p.m. Location: Prescott Campus – Rock House
Regular Board Meeting	January 10, 2017, Tuesday, 1:00 p.m. Location: Prescott Campus – Rock House
Annual Board Retreat	February 2017 – TBD Location: Prescott Campus – Rock House
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 Valley Center Rm110/111
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

**April potential change - request of Board Member

DATES AND PLACES OF EVENTS – FY 2016-2017

TYPE OF EVENT	DATE/DAY/TIME/LOCATION
Association of Community College Trustees (ACCT) Leadership Congress	October 5 – October 8, 2016 Location: New Orleans, LA
Northern Arizona Regional Training Academy (NARTA) Commencement	December 8, 2016, Thursday – 11:00 a.m. Location: Prescott Campus – Performing Arts Center
Nursing Pinning Ceremony	December 9, 2016, Friday – 3:00 p.m. Location: Prescott Campus – Performing Arts Center
Northern Arizona Regional Training Academy (NARTA) Commencement	May 4, 2017, 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

Presenter : Patricia McCarver

Start Time : 3:51 PM

Item No : 33

Proposed By : Patricia McCarver

Time Req : 45

Proposed : 4/13/2016

Item Type : Procedure Item

Policy No.	Description	Ref No
4.5	The Board shall negotiate a contract with the President that shall stipulate compensation and benefits for the President. The President's remuneration shall be decided in or about June of each year and shall be consistent with any existing contract, after a review of monitoring reports received in the last year.	560686

Description : EXECUTIVE SESSION - A.R.S. §38-431.03(A)(1), Review of President's Annual Evaluation, Compensation, and Employment Agreement - PROCEDURAL

Details : - Pursuant to A.R.S. §38-431.03(A)(1), Review and consideration of President Wills' annual evaluation, compensation, and employment agreement (the employee has been notified in writing).

Attachments :

No Attachments

Presenter : Patricia McCarver

Start Time : 4:36 PM

Item No : 34

Proposed By : Patricia McCarver

Time Req : 5

Proposed : 4/13/2016

Item Type : Decision Item

Policy No.	Description	Ref No
3.2	As an informed agent of the ownership, the Board's specific job outputs are those that are unique to its trusteeship role and necessary to ensure appropriate organizational performance. Accordingly, the Board:	429130

Description : Convene in Public Session with Possible Action RE: President's Evaluation, Compensation, and Employment Agreement as a Result of Executive Session - DECISION

Details : Pursuant to A.R.S. §38-431.03(D) - Legal action involving a final vote for decision shall not be taken at an executive session, except that the public body may instruct its attorney or representatives as provided in subsection A, paragraphs 4, 5, and 7 of this section. A public vote shall be taken before any legal action binds the public body.

Attachments :

No Attachments

Presenter : Patricia McCarver

Start Time : 4:41 PM

Item No : 35

Proposed By : Patricia McCarver

Time Req : 1

Proposed : 2/12/2016

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 re-exploration 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