

Regular Board Meeting
Agenda Summary
Tuesday, December 10, 2013
1:00 PM

Prescott Valley Campus, Room 110 and 111
 6955 Panther Path
 Prescott Valley, Arizona 86314

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

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

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

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

Item No.	Item	Time Req.	Start Time	Ref No.
1	CALL TO ORDER - HEADING	0	1:00 PM	484658
2	Call to Order - PROCEDURAL	0	1:00 PM	484659
3	Pledge of Allegiance - PROCEDURAL	1	1:00 PM	484660
4	Welcome to Guests and Staff - PROCEDURAL	2	1:01 PM	484661
5	Approval of Regular Board Meeting, November 12, 2013 - DISCUSSION AND/OR DECISION	2	1:03 PM	484662
6	Adoption of Agenda - DECISION	1	1:05 PM	484663
7	Open Call - PROCEDURAL	5	1:06 PM	484666
8	CONSENT AGENDA - HEADING	0	1:11 PM	484670
9	Receipt of Report on Revenues and Expenditures - Month of November 2013 - RECEIPT, DISCUSSION, AND/OR DECISION	1	1:11 PM	484671
10	Receipt of President's Monthly Monitoring Report - Executive Limitation 2.3.1 - Budget Deviations - November 2013 - RECEIPT, DISCUSSION, AND/OR DECISION	1	1:12 PM	484672

Item No.	Item	Time Req.	Start Time	Ref No.
11	Receipt of President's Monthly Monitoring Report - Executive Limitation 2.3.2 - Reserves - November 2013 - RECEIPT, DISCUSSION, AND/OR DECISION	1	1:13 PM	484674
12	Board Evaluation of Governance Policy 3.2 - Board Job Description - RECEIPT, DISCUSSION, AND/OR DECISION	1	1:14 PM	484738
13	INFORMATION - HEADING	0	1:15 PM	484676
14	Information from the President RE: National Junior College Athletic Association Men's Soccer Tournament; Update of the Arizona Community College Coordinating Council; Capital Improvement; College Highlights; and Other Related Issues - INFORMATION AND/OR DISCUSSION	15	1:15 PM	484677
15	Update from Instruction and Student Services to include: Faculty Senate; Other Related Issues - INFORMATION AND/OR DISCUSSION	5	1:30 PM	484678
16	SHORT RECESS - PROCEDURAL	10	1:35 PM	484855
17	POLICY - HEADING	0	1:45 PM	485998
18	Approval of Intergovernmental Agreement between Yavapai College and Mayer Unified School District No. 43 with the Purpose of Purchasing, Installing, and Maintaining a One-Sided Electronic LED Sign in Mayer - RECEIPT, DISCUSSION, AND/OR DECISION	10	1:45 PM	484816
19	10-Year Campus Master Plan - INFORMATION AND DECISION	60	1:55 PM	487570
20	OWNERSHIP LINKAGE - HEADING	0	2:55 PM	484728
21	Identify Board Officer and Liaison Roles - DISCUSSION	10	2:55 PM	484782
22	Proposed Ownership Linkage Survey Plan - INFORMATION, DISCUSSION AND/OR DECISION	15	3:05 PM	484729
23	Reports from Board Liaisons - Arizona Association for District Governing Boards (AADGB); Arizona Community Colleges Trustees (ACCT); and Yavapai College Foundation - INFORMATION	5	3:20 PM	484740
24	OTHER INFORMATION - HEADING	0	3:25 PM	484741
25	Correspondence to the Board - RECEIPT	5	3:25 PM	484742
26	Dates and Places of Future Meetings - DISCUSSION	5	3:30 PM	484748
27	ADJOURNMENT OF REGULAR MEETING - PROCEDURAL	1	3:35 PM	485983

Presenter : Ray Sigafoos	Start Time : 1:00 PM	Item No : 1
Proposed By : Ray Sigafoos	Time Req : 0	
Proposed : 11/15/2013	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.	26041

Description : CALL TO ORDER - HEADING

Details :

Attachments :

No Attachments

Presenter : Ray Sigafoos	Start Time : 1:00 PM	Item No : 2
Proposed By : Ray Sigafoos	Time Req : 0	
Proposed : 11/15/2013	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.	26041

Description : Call to Order - PROCEDURAL

Details :

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 1:00 PM

Item No : 3

Proposed By : Ray Sigafoos

Time Req : 1

Proposed : 11/15/2013

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.	26041

Description : Pledge of Allegiance - PROCEDURAL

Details :

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 1:01 PM

Item No : 4

Proposed By : Ray Sigafoos

Time Req : 2

Proposed : 11/15/2013

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.	26041

Description : Welcome to Guests and Staff - PROCEDURAL

Details :

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 1:03 PM

Item No : 5

Proposed By : Ray Sigafoos

Time Req : 2

Proposed : 11/15/2013

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.	429149

Description : Approval of Regular Board Meeting, November 12, 2013 - DISCUSSION AND/OR DECISION

Details : To affirm discussion and record of actions, motions made, and approved by the District Governing Board at the November 12, 2013 Regular Board Meeting. As part of the Board Agenda, the record of the proceedings of the previous meetings are presented for Board approval, reporting the kind of meeting, date, and place of the meeting, participants present, approval of consent items, and all the main motions, the hours of the meeting(s), and the adjournment. The approved minutes are used to establish a permanent record of decisions approved by the District Governing Board.

Attachments :

Title	Created	Filename
Unapproved Regular Meeting Minutes - 11-12-13.pdf	Dec 05, 2013	Unapproved Regular Meeting Minutes - 11-12-13.pdf

Yavapai College District Governing Board

Regular Board Meeting Unapproved Minutes of Regular Meeting

Tuesday, November 12, 2013

1:00 PM

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

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 Website will post meeting recordings approximately 12 days after each Board meeting at <http://www.yc.edu/v4content/governing-board/>.

Members Present:

Mr. Ray Sigafoos, Chair	Dr. Patricia McCarver, Chair/Secretary
Mr. Herald Harrington, Board Spokesperson	Dr. Dale Fitzner, Board Member
Mr. Robert Oliphant, Board Member	

Staff and Guests Attending Meeting Lists are on file in the District Office.

1. CALL TO ORDER - HEADING

2. Call to Order – PROCEDURAL

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

3. Pledge of Allegiance – PROCEDURAL

The Pledge of Allegiance was led by Dr. McCarver

4. Welcome to Guests and Staff – PROCEDURAL

Chair Sigafoos welcomed all guests and staff.

5. Approval of District Governing Board October 15, 2013 Regular Meeting Minutes - DISCUSSION AND/OR DECISION

Mr. Harrington moved, seconded by Dr. McCarver, to approve the October 15, 2013 Regular Meeting Minutes. Motion carried unanimously.

6. Adoption of Agenda – DECISION

Dr. McCarver moved, seconded by Mr. Harrington, to adopt the agenda as written. Motion carried unanimously.

7. Open Call - PROCEDURAL

Ruth Wicks, Verde Valley resident, addressed the Board and provided comments regarding the Campus Master Plan.

8. CONSENT AGENDA – HEADING

9. Receipt of Report on Revenues and Expenditures – Month of October 2013 - RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board packet, pgs. 13-22)

10. Receipt of President's Monthly Monitoring Report - Executive Limitation 2.3.1 - Budget Deviation - October 2013 - RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board packet, pgs. 23-25)

11. Receipt of President's Monthly Monitoring Report: Executive Limitation 2.3.2 - Reserves – October 2013 - RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board packet, pgs. 26-28)

12. Approval of Resolution 2013-#03-Capital Accumulation Fund Contribution - RECEIPT, DISCUSSION AND/OR DECISION (refer to Board packet, pgs. 29-30)

Mr. Harrington moved, seconded by Dr. Fitzner, to approve the consent agenda as written. Motion carried unanimously.

13. INFO - HEADING

14. Information from the President RE: Welcome Dr. Stuart Blacklaw, Vice President for Instruction and Student Services; Review of Remembrance Day National Roll Call; Gettysburg Symposium; Southwest Wine Center Groundbreaking; Fall Athletics Update; Capital Improvements; College Highlights; Other Related Issues – INFORMATION AND/OR DISCUSSION (refer to Board packet, pgs. 32-44)

Dr. Penny Wills reported on the following topics:

- Welcome Dr. Stuart Blacklaw, Vice President for Instruction and Student Services
- The Remembrance Day National Roll Call - Veteran's Day, November 8, 2013 had volunteers read the names of over 7000 fallen service member from the Iraq and Afghanistan conflicts.
- Gettysburg Symposium Lecture and Film Series to honor the 150th anniversary of the Gettysburg Address will be

- held November 12 through 17, 2013 - Attached
- Southwest Wine Center Groundbreaking will be on November 19, 2013 at the Verde Valley campus.
- Update on Fall Athletic Season
 - Women's Volleyball has completed a successful season
 - Soccer will be competing at the NJCAA Division I National Soccer Tournament in Tyler, TX November 18th through 23rd, and Coach Mike Pantalione will be recognized as the most winningest coach in NJCAA
- Capital Improvement – October 2013 - Attached - Information Only
- College Highlights - October 2013 - Attached - Information Only

15. Update from Instruction and Student Services to Include: 2013 Fall Full-time Student Equivalent (FTSE) and Enrollment Trends; Adjunct Faculty; Faculty Senate; Visual, Performing, and Liberal Arts; Other Related Issues - INFORMATION AND/OR DISCUSSION (refer to Board packet, pgs. 45-80)

Instruction and Student Services Division presented an update on the following:

- Fall Full-time Student Equivalent (FTSE) and Enrollment Trends – Tom Hughes, Director of Institutional Effectiveness and Research (refer to Power Point, pgs. 46-61)
- Faculty Senate – Joani Fisher, President for Faculty Senate discussed week 13 duties and requirements, Maricopa Community College visit; and a Compensation Committee Update from Cindy DeCecco (refer to Power Point, pgs. 62-65)
- Visual, Performing, and Liberal Arts – Jill Fitzgerald, Dean recognized Demoree Anderson and Holly Molina, Division Administrative Assistants, along with division highlights and activities (refer to Power Point, pgs. 66-73)
- Adjunct Faculty Update – Attached – Information Only

16. 2013 Annual Foundation Report – INFORMATION AND/OR DISCUSSION

Mr. Steve Walker, Vice President for College Development and Foundation, presented the Foundation's Fiscal 2013 Annual Report (refer to Power Point, pgs. 81-93)

17. SHORT RECESS – PROCEDURAL

Meeting recessed at 1:56 p.m.; reconvened at 2:08 p.m.

18. MONITORING REPORTS – HEADING

19. Receipt of President's Monitoring Report – Executive Limitation 2.4 – Asset Protection - MONITORING, DISCUSSION, AND/OR DECISION (refer to Board packet pgs. 93-103)

Executive Limitation 2.4 - Asset Protection

The President shall not cause or allow existing any condition that is unsafe, compromises an individual's privacy or limits accessibility, nor fails to provide a grievance process.

Mr. Harrington moved, seconded by Dr. Fitzner, that we have read the President's Monitoring Report regarding Policy 2.4, 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 2.4. Motion carried unanimously.

20. Board Self-Evaluation - Board-President Linkage Policy 4.2 – Accountability of the President - MONITORING, DISCUSSION AND/OR DECISION (refer to packet pg. 104-105)

Policy 4.2 - Accountability of the President - The President shall be the Board's only link to operational achievement and conduct, so that all authority and accountability of staff, as far as the Board is concerned, shall be considered the authority and accountability of the President.

Comments from Trustee Oliphant: I agree in general with 4.2.1. However, three questions: What if there is a conflict of interest? What if the termination may expose the College to criminal liability? Should the policy be amended to have terminations where there is a conflict of interest, or which may involve criminal liability, referred to the Board? Has this delegation been approved by Board legal counsel?

The Board requested the Board's Attorney and Attorney General's opinion regarding Policy 4.2 to be reviewed at future meeting.

21. POLICY – HEADING

22. Approval of Intergovernmental Agreement between City of Prescott and Yavapai Community College to assign a Sergeant of Northern Arizona Regional Training Academy (NARTA) – RECEIPT, DISCUSSION, AND/OR DECISION (refer to packet pg. 106-112)

The attached Intergovernmental Agreement is to set forth the duties and responsibilities of the parties and to formalize the routine appointment by the City of Prescott's Police Sergeant to supervise Northern Arizona Regional Training Academy at Yavapai College in return for the College paying the cost of the salary and benefits of said officer.

Dr. Fitzner moved, seconded by Mr. Oliphant, to approve the Intergovernmental Agreement between City of Prescott and Yavapai Community College as written. Motion carried unanimously.

23. Proposed Policy – Executive Limitation 2.6 – Presidential Continuity and Absences – DISCUSSION AND/OR DECISION (refer to packet pg. 113-114)

In conjunction with the revision of Governance Policy 4.7 – President Succession at the September 10, 2013 District Governing Board, the Board requested a new policy be created to clarify the President's succession plan. The following is the proposal for the new policy:

2.6 Presidential Continuity and Absences

The President shall not fail to appoint a College Vice President to act in the President's place when the President is absent or unavailable and to communicate necessary information about the absence and individual empowered to act to the Chair of the District Governing Board prior to the absence.

Dr. McCarver moved, seconded by Dr. Fitzner, to approve the addition of Executive Limitation 2.6 Presidential Continuity and Absences as written. Motion carried unanimously

24. 10 Year Campus Master Plan – INFORMATION, DISCUSSION AND/OR DECISION (refer to handout)

Dr. Clint Ewell, Vice President for Finance and Administrative Services, along with representatives from The Smith Group, presented the 6 month development process, data, recommendations, and a proposed timeline of the 10 Year Campus Master Plan. The cost analysis and funding will be presented at the December 10, 2013 District Governing Board Meeting.

Mr. Harrington moved, seconded by Dr. McCarver, to commission the College's administration to develop and present the budget associated with the proposed 10 Year Campus Master Plan at the December 10, 2013 District Governing Board Meeting. Motion carried with four yes votes and one no vote from Mr. Oliphant.

SHORT RECESS – PROCEDURAL

Meeting recessed at 4: 20 p.m.; reconvened at 4:26 p.m.

25. OWNERSHIP LINKAGE – HEADING

26. Reports from Board Liaisons - Arizona Association for District Governing Boards (AADGB), Association of Community Colleges Trustees (ACCT), and Yavapai College Foundation

- Arizona Association for District Governing Boards (AADGB) - Dr. Dale Fitzner reported the AADGB will meet at the Arizona Commission for Post-secondary Education Conference next week.
- Association of Community Colleges Trustees (ACCT) - Dr. Dale Fitzner reported the next event will be in Washington D.C. during February 2014.
- Yavapai College Foundation - Dr. Patricia McCarver reported the next Foundation meeting will be November 13th.

27. Proposed Ownership Linkage Survey Plan – INFORMATION, DISCUSSION AND/OR DECISION

Mr. Harrington moved, Dr. McCarver seconded, to postponed and move this agenda item to the December 10, 2013 District Governing Board meeting. Motion carried unanimously.

28. OTHER INFORMATION – HEADING

29. Correspondence to the Board – RECEIPT

Board Correspondence included: Thank you for participation in the Fourth Annual Joint DGB and Legislature meeting, and invitation to the AZ Commission for Postsecondary Education Conference.

30. Proposed Dates and Places of Future Meetings for the remainder of 2013 and for upcoming 2014 - DISCUSSION AND/OR DECISION (refer to Board packet, pgs. 120 -122).

Board Members will review the 2013 and 2014 District Governing Board calendars and will confirm meeting dates, times, and locations for future Board meetings.

2013 District Governing Board Meeting Dates and Locations for review:

- November 19, 2013 - Southwest Wine Center Groundbreaking Ceremony - Reminder
- November 21-22, 2013 Arizona Commission for Postsecondary Education Conference – Please RSVP
- December 5, 2013 Northern Arizona Regional Training Academy Commencement - Reminder
- December 13, 2013 Nursing Pinning Ceremony – Reminder

2014 District Governing Board Meeting Dates and Locations for review:

- January 14, 2014 - Added location of Prescott Campus Rock House
- February 4, 2014 - Requesting to change from February 11, 2014 due to Association of Community College Trustees and Rural Community College Alliance conferences

Mr. Harrington moved, seconded by Dr. McCarver, to change the February 2014 meeting from the 11th to the 4th. Motion carried unanimously

31. ADJOURNMENT OF REGULAR MEETING - PROCEDURAL

Dr. McCarver moved, seconded by Mr. Harrington that the meeting be adjourned. Motion passed unanimously.

Regular meeting adjourned at 4:31 p.m.

Respectfully submitted:

_____/S/
Ms. Karen Jones, Recording Secretary

Date: December 10, 2013

_____/S/
Mr. Ray Sigafoos, Chair

_____/S/
Dr. Patricia McCarver, Secretary

Board agenda, packet materials, handouts from meeting are on file in the District Office and posted on the College website: www2.yc.edu. The mission of Yavapai College is to provide cost-effective, convenient learning opportunities for the diverse populations of Yavapai County.

Presenter : Ray Sigafoos

Start Time : 1:11 PM

Item No : 8

Proposed By : Ray Sigafoos

Time Req : 0

Proposed : 11/15/2013

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.	26041

Description : CONSENT AGENDA - HEADING

Details :

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 1:11 PM

Item No : 9

Proposed By : Ray Sigafoos

Time Req : 1

Proposed : 11/15/2013

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 speed up the processing of Board decisions which the Chair believes the Board may not need further deliberation.</p>	429146

Description : Receipt of Report on Revenues and Expenditures - Month of November 2013 - RECEIPT, DISCUSSION, AND/OR DECISION

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

Included is the financial update report highlighting the status of several key financial indicators.

The report of Revenues and Expenditures for the fifth month of Fiscal Year 2013-2014 ending November 30, 2013 is attached. Expenditures are reported on the accrual basis of accounting.

Attachments :

Title	Created	Filename
Financial Update - Nov in Dec.pdf	Dec 04, 2013	Financial Update - Nov in Dec.pdf
Copy of YCFS Nov 2013 - Governing Board Budget Report.pdf	Dec 04, 2013	Copy of YCFS Nov 2013 - Governing Board Budget Report.pdf
Revenues__Expenditures_Cover_Sheet_Nov in Dec.pdf	Dec 04, 2013	Revenues__Expenditures_Cover_Sheet_Nov in Dec.pdf
Copy of YCFS Nov 2013_Summary.pdf	Dec 04, 2013	Copy of YCFS Nov 2013_Summary.pdf

YAVAPAI COLLEGE

FINANCIAL UPDATE

November 2013

FY2012-2013 Close and Audit

- The year-end close for FY2012-2013 was completed in October 2013.
- The auditors began their field work on October 21, 2013. The audit report (Comprehensive Annual Financial Report) will be issued in mid-December 2013 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 FY2012-2013 will be presented to the Board at the January 2014 meeting.

FY 2012-2013 Budget

General Fund

- Total property taxes collected have historically been approximately .5% less than the levy. We expect this trend to continue.
- Tuition and fees is projected to come in at budget for the fiscal year.
- Expenditures are expected to be below budget primarily due to unspent contingency budgets, a “healthcare premium” holiday that will occur in December, and from vacancy savings.

Auxiliary Fund

- Auxiliary Enterprises, which are those areas meant to be self-sufficient, are projected to be on budget for the fiscal year. Projections will be adjusted during the second half of the fiscal year once additional actual revenues and expenditures are incurred.

Unexpended Plant Fund

- The Unexpended Plant Fund currently has a deficit due to a significant amount of Capital Improvement Projects (CIP) being encumbered for the fiscal year. The supporting revenues to cover this deficit will be received over the remaining fiscal year.

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

**For the Five Months Ended November 30, 2013
Fiscal Year 2013-2014**

District Governing Board

Fiscal Year 2013-14 Appropriation:

\$ 179,447

	<u>Purpose</u>	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Total Expenditures/ Encumbrances</u>
EXPENDITURES (note 1):				
Salary Expenses	Staff Support	\$ 14,628	\$ 15,822	\$ 30,450
Assoc. of Community College Trustees	Membership Dues	5,264	-	5,264
Assoc. of Community College Trustees	Conference Fees	1,620	-	1,620
Dale Fitzner	Travel	2,976	-	2,976
Karen Jones	Travel	37	-	37
Osborn Maledon PA	Attorneys	8,646	51,354	60,000
Ourboardroom Technologies	Software maintenance	9,250	9,250	18,500
Penelope Wills	Travel	1,880	-	1,880
Ray Sigafos	Travel	84	-	84
Roswell Bookbinding	Board Minutes	215	1,285	1,500
Sodexo Inc.	Food Supplies	552	4,448	5,000
Supplies/Other	Various Vendors	148	-	148
Thee Place	Food Supplies	885	1,115	2,000
Yavapai Broadcasting	Board Meetings	750	2,250	3,000
YC Printing Services	Printing	1,114	-	1,114
				<u>133,573</u>
Remaining Budget - November 30, 2013				<u><u>\$ 45,874</u></u>

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

SUBJECT

Acceptance of Report of Revenues and Expenditures

REASON FOR CONSIDERATION BY THE BOARD

The District Governing Board reviews the College financial report.

BACKGROUND INFORMATION

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

The report of Revenues and Expenditures for the five months of FY2013-2014 ending November 30, 2013, is attached. Expenditures are reported on the accrual basis of accounting.

The General Fund gross revenues exceed projections at 51.3% of budget. Tuition and fees revenues are 77.3% of budget reflecting fall 2013 and a portion of spring 2014 semester enrollments. Spring registration opened on October 28, 2013, for continuing degree seeking students. State aid for the second quarter of the fiscal year was received in October 2013. General Fund expenditures represent 43.0% of the budget through five months. Institutional Support is over budget due to annual payments for liability insurance, maintenance agreements and other fees. Scholarships are at 48.9% of budget due to fall 2013 financial aid awards. Currently, General Fund revenues exceed expenditures/encumbrances by \$3,466,000.

Total General Fund revenues are expected to be below budget by about \$125,000. This is mainly due to property tax collections being less than the levy. Property taxes collected have historically been about .5% less than the levy. We expect this trend to continue. General Fund expenditures are projected to be under budget by approximately \$950,000. This is a result of several factors including vacancy savings, unspent contingency funds, a "healthcare premium" holiday which will occur in December 2013, and the continuous efforts by departments to incorporate cost management practices in decision making.

The Auxiliary Fund accounts for enterprise activities and other college-related support activities. The presentation is separated into two sections consistent with the annual adopted budget. The first area presented is for those enterprise activities which are meant to be self-sufficient. Currently, those activities are in a surplus position as a result of spring 2014 spring residence hall room registrations. The second presentation is for those areas supported by General fund tuition and fees. Currently, those activities are in a surplus position.

Unexpended Plant Fund revenues and expenditures are above projections primarily due to the encumbering of the expenses related to the winery building construction on the Verde campus and the remaining expenses related to the residence hall renovations. Unexpended Plant Fund expenditures represented 67.0% of budget through five months and exceed the Unexpended Plant Fund revenues by \$1,550,000. The remaining revenues to cover these commitments will be received over the remaining fiscal year.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Five Months Ended November 30, 2013 - 41.7% of the Fiscal Year Complete

Fiscal Year 2013-2014

SUMMARY - ALL FUNDS

	<u>Year-to-Date Revenues</u>				<u>Year-to-Date Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
REVENUES:							
General Fund	\$ 21,241,551				\$ 21,241,551	\$ 41,373,000	51.3%
Restricted Fund	6,578,390				6,578,390	14,586,000	45.1%
Auxiliary Fund	1,897,720				1,897,720	3,725,700	50.9%
Unexpended Plant Fund	10,897,445				10,897,445	18,442,600	59.1%
Debt Service Fund	2,872,501				2,872,501	6,928,000	41.5%
TOTALS	<u>43,487,607</u>				<u>43,487,607</u>	<u>85,055,300</u>	<u>51.1%</u>
		<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 Fund		\$ 16,205,822	\$ 13,003,476	\$ 11,433,543	\$ 17,775,755	\$ 41,373,000	43.0%
Restricted Fund		6,447,117	897,682	766,409	6,578,390	14,586,000	45.1%
Auxiliary Fund		1,393,267	760,981	602,832	1,551,416	3,725,700	41.6%
Unexpended Plant Fund		4,842,287	7,505,077	-	12,347,364	18,442,600	67.0%
Debt Service Fund		-	2,872,501	-	2,872,501	6,928,000	41.5%
TOTALS		<u>28,888,493</u>	<u>25,039,717</u>	<u>12,802,784</u>	<u>41,125,426</u>	<u>85,055,300</u>	<u>48.4%</u>
SURPLUS/(DEFICIT)					<u>2,362,181</u>	<u>-</u>	

COMMENTS:

Through the fifth month, 48.4% of budget has been committed (excluding labor encumbrances) compared to 51.1% of revenues received.

The Budget currently has a surplus of \$2,362,181.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Five Months Ended November 30, 2013 - 41.7% of the Fiscal Year Complete

Fiscal Year 2013-2014

RESTRICTED FUND

	<u>Year-to-Date Revenues</u>				<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
REVENUES:							
Federal Grants and Contracts	\$ 5,748,758				\$ 5,748,758	\$ 13,456,000	42.7%
State Grants and Contracts	47,997				47,997	180,000	26.7%
Private Gifts, Grants and Contracts	176,994				176,994	350,000	50.6%
Proposition 301 Funds	311,775				311,775	550,000	56.7%
Fund Balance Applied to Budget	50,000				50,000	50,000	100.0%
Reimbursement Due	242,866				242,866	N/A	N/A
TOTAL REVENUES	6,578,390				6,578,390	14,586,000	45.1%

	<u>Year-to-Date Expenditures</u>	<u>Total 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):						
Instruction	\$ 805,655	\$ 548,759	\$ 426,259	\$ 928,155	\$ 2,612,000	35.5%
Student Services	412,742	319,698	310,925	421,515	1,100,000	38.3%
Scholarships	5,197,045	-	-	5,197,045	10,753,000	48.3%
Public Service	31,675	29,225	29,225	31,675	121,000	26.2%
TOTAL EXPENDITURES	6,447,117	897,682	766,409	6,578,390	14,586,000	45.1%
SURPLUS/(DEFICIT)				\$ -		

COMMENTS:

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

Scholarships at 48.3% of budget due to fall 2013 financial aid awards.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Five Months Ended November 30, 2013 - 41.7% of the Fiscal Year Complete

Fiscal Year 2013-2014

AUXILIARY FUND

AREAS THAT ARE MEANT TO BE SELF-SUFFICIENT

	Expenditures (note 1)					Year-to-date Profit/(Loss)	Budgeted Profit / (Loss)	FY 13/14 Estimate	Budget to Estimate Variance
	Revenues	Actual Expenditures	Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances				
AUXILIARY ENTERPRISES									
Residence Halls	\$ 789,508	\$ 379,988	\$ 155,887	\$ 83,657	\$ 452,218	\$ 337,290	\$ -	\$ -	\$ -
Food Service	13,559	25,753	-	-	25,753	(12,194)	(79,400)	(79,400)	-
Vending	20,574	-	-	-	-	20,574	30,000	30,000	-
Bookstore	103,839	10,125	-	-	10,125	93,714	185,700	188,500	2,800
Performing Arts Center	117,191	441,001	207,430	166,958	481,473	(364,282)	(449,700)	(455,000)	(5,300)
Edventures	126,691	102,847	22,638	22,638	102,847	23,844	(21,000)	(21,000)	-
Family Enrichment Center	214,117	268,946	205,757	173,412	301,291	(87,174)	(194,300)	(194,300)	-
TOTAL ENTERPRISES	1,385,479	1,228,660	591,712	446,665	1,373,707	11,772	(528,700)	(531,200)	(2,500)

AREAS SUPPORTED BY GENERAL TUITION AND FEES

	Year-to-Date Revenues	Total Revenues	Budget	Percent of Budget	FY 13/14 Estimate	Budget to Estimate Variance
REVENUES:						
Other Revenues	\$ 165,358	\$ 165,358	\$ 195,200	84.7%	\$ 195,200	\$ -
Private Gifts	97,925	97,925	308,000	31.8%	308,000	-
Fund Balance Applied to Budget	41,667	41,667	100,000	41.7%	100,000	-
General Fund Transfer In	273,958	273,958	657,500	41.7%	657,500	-
Auxiliary Fund Transfer Out	(66,667)	(66,667)	(160,000)	41.7%	(160,000)	-
TOTAL REVENUES	512,241	512,241	1,100,700	46.5%	1,100,700	-

	Actual Expenditures	Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	Budget	Percent of Actual and Non-Labor Encumbrances to Budget	FY 13/14 Estimate	Budget to Estimate Variance
EXPENDITURES (note 1):								
Auxiliary Enterprises	\$ 128,918	\$ 122,727	\$ 120,297	\$ 131,348	\$ 388,000	33.9%	\$ 380,000	\$ (8,000)
Public Service	35,689	46,542	35,870	46,361	84,000	55.2%	84,000	-
Contingency	-	-	-	-	100,000	0.0%	-	(100,000)
TOTAL EXPENDITURES	164,607	169,269	156,167	177,709	572,000	31.1%	464,000	(108,000)
SURPLUS/(DEFICIT)				334,532	528,700			
ENTERPRISE SURPLUS/(DEFICIT)				11,772	(528,700)			
TOTAL AUXILIARY FUND				346,304	-			

Comments:

Residence Halls net profit above budget due to spring 2014 room registrations.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Five Months Ended November 30, 2013 - 41.7% of the Fiscal Year Complete

Fiscal Year 2013-2014

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	\$ 3,966,400				\$ 3,966,400	\$ 9,591,300	41.4%
State Appropriations	124,300				124,300	-	100.0%
Yavapai College Foundation Donation	-				-	875,000	0.0%
Investment Income	5,887				5,887	10,000	58.9%
Revenue Bond Proceeds	4,300,000				4,300,000	4,300,000	100.0%
Fund Balance Applied to Budget	1,668,400				1,668,400	1,668,400	100.0%
General Fund Transfer In	832,458				832,458	1,997,900	41.7%
TOTAL REVENUES	10,897,445				10,897,445	18,442,600	59.1%
		<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		\$ 833,593	\$ 133,850	\$ -	\$ 967,443	\$ 4,246,000	22.8%
Unplanned Maintenance		258,660	69,345	-	328,005	500,000	65.6%
Capital Improvement Projects		2,925,533	7,055,430	-	9,980,963	10,045,000	99.4%
Equipment		732,684	95,696	-	828,380	2,473,000	33.5%
Furniture and Fixtures		50,232	9,782	-	60,014	250,000	2.4%
Library Books		19,217	73,765	-	92,982	98,700	37.2%
Principal/Interest on Capital Leases		22,368	67,209	-	89,577	82,600	108.4%
Operating Contingency		-	-	-	-	500,000	0.0%
Property Tax Contingency		-	-	-	-	247,300	0.0%
TOTAL EXPENDITURES		4,842,287	7,505,077	-	12,347,364	18,442,600	67.0%
SURPLUS/(DEFICIT)					(1,449,919)	-	

COMMENTS:

Through the fifth month, 67.0% of budget has been committed (excluding labor encumbrances) compared to 59.1% of revenues received.

The Budget currently has a deficit of \$1,449,919 as a result of several significant projects being encumbered for the fiscal year.

The supporting revenues/transfers will be received over the remaining fiscal year.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Five Months Ended November 30, 2013 - 41.7% of the Fiscal Year Complete

Fiscal Year 2013-2014

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	\$ 2,099,760				\$ 2,099,760	\$ 5,077,500	41.4%
Investment Income	4,089				4,089	7,500	54.5%
General Fund Transfer In	701,250				701,250	1,683,000	41.7%
Auxiliary Fund Transfer In	66,667				66,667	160,000	41.7%
Fund Balance Applied to Budget	735				735	-	100.0%
TOTAL REVENUES	2,872,501				2,872,501	6,928,000	41.5%

	<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	\$ -	\$ 1,641,667	\$ -	\$ 1,641,667	\$ 3,940,000	41.7%
Interest Payments	-	462,917	-	462,917	1,111,000	41.7%
Pledged Revenue Obligations						
Principal Payments	-	381,250	-	381,250	915,000	41.7%
Interest Payments	-	220,000	-	220,000	528,000	41.7%
Revenue Bonds						
Principal Payments	-	116,667	-	116,667	280,000	41.7%
Interest Payments	-	50,000	-	50,000	120,000	41.7%
Bank Fees	-	-	-	-	4,000	0.0%
Property Tax Contingency	-	-	-	-	30,000	0.0%
TOTAL EXPENDITURES	-	2,872,501	-	2,872,501	6,928,000	41.5%
SURPLUS/(DEFICIT)				-	-	

COMMENTS:

Through the fifth month, 41.5% of budget has been committed (excluding labor encumbrances) compared to 41.5% of revenues received.

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

Presenter : Ray Sigafoos

Start Time : 1:12 PM

Item No : 10

Proposed By : Ray Sigafoos

Time Req : 1

Proposed : 11/15/2013

Item Type : Consent Item

Policy No.	Description	Ref No
2.3.1	The President shall not fail to promptly inform the Board of Governors when there are materially significant deviations from the budget.	344132

Description : Receipt of President's Monthly Monitoring Report - Executive Limitation
2.3.1 - Budget Deviations - November 2013 - RECEIPT, DISCUSSION,
AND/OR DECISION

Details : Executive Limitations 2.3.1 - Budget Deviations

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

Attachments :

Title	Created	Filename
Monitoring Report Executive Limitations Policy 2 3 1_Nov in Dec.pdf	Dec 04, 2013	Monitoring Report Executive Limitations Policy 2 3 1_Nov in Dec.pdf

**Monitoring Report - Monthly
Executive Limitations Policy 2.3.1 – Budget Deviations
November 2013**

The President shall not fail to promptly inform the Board of Governors 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 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 five months ended November 30, 2013, the General Fund has a surplus of \$3,465,800. This is primarily the result of tuition and fee revenues reflecting fall 2013 and a portion of spring 2014 semester enrollments.

For the fiscal year ended June 30, 2014, General Fund revenues are projected to be below budget by \$125,000 and expenditures are projected to be under budget by \$950,000, resulting in a net surplus of \$825,000 — a 2.0% positive variance.

Auxiliary Fund



For the fiscal year ended June 30, 2014, the Auxiliary fund is projected to be within budget. Projections will be adjusted during the second half of the fiscal year once additional actual revenues and expenditures are incurred.

Unexpended Plant Fund



- For the five months ended November 30, 2013, the Unexpended Plant Fund has a deficit of \$1,449,900 due to a significant amount of Capital Improvement Projects (CIP) being encumbered for the fiscal year. The supporting revenues to cover this deficit will be received over the remaining fiscal year.

For the fiscal year ended June 30, 2014, the Unexpended Plant Fund is projected to be within 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 financial needs of our students. As of November 30, 2013, no significant 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 five months ended November 30, 2013, there were no significant 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 are equipped with the vision and skills to create a sustainable economic environment. The College will fulfill this role at a justifiable cost.

Presenter : Ray Sigafoos

Start Time : 1:13 PM

Item No : 11

Proposed By : Ray Sigafoos

Time Req : 1

Proposed : 11/15/2013

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 speed up the processing of Board decisions which the Chair believes the Board may not need further deliberation.	429146

Description : Receipt of President's Monthly Monitoring Report - Executive Limitation 2.3.2 - Reserves - November 2013 - RECEIPT, DISCUSSION, AND/OR DECISION

Details : 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 below \$1 million without specific Board authorization and a realistic recovery.

Attachments :

Title	Created	Filename
Monitoring Report Executive Limitations Policy 2 3 2_Nov in Dec.pdf	Dec 04, 2013	Monitoring Report Executive Limitations Policy 2 3 2_Nov in Dec.pdf

**Monitoring Report - Monthly
Executive Limitations Policy 2.3.2 – Reserves
November 2013**

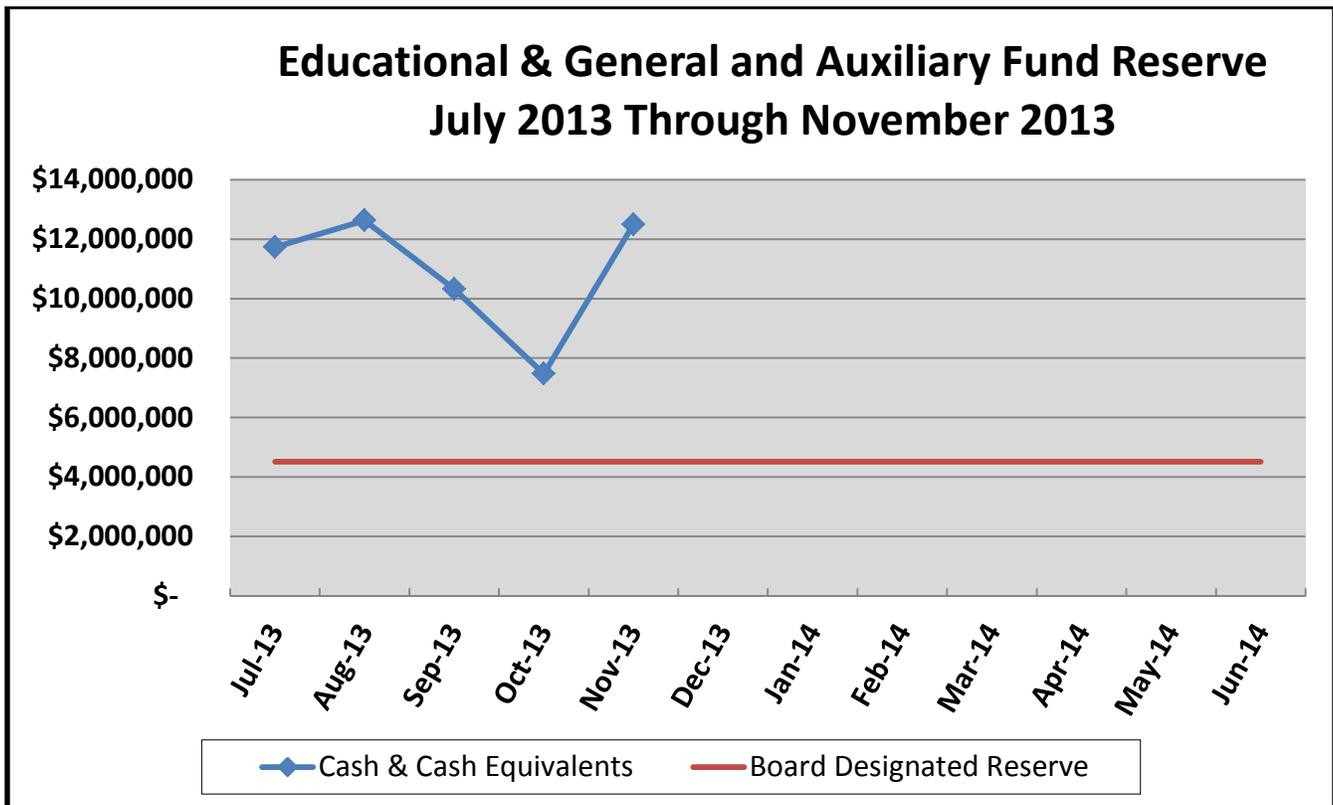
The President shall not allow the Current Fund Reserves to drop below ten percent (10%) of the operating budgets or Plant Fund Reserves below \$1 million without specific Board authorization and a realistic recovery plan.

President’s Interpretation:

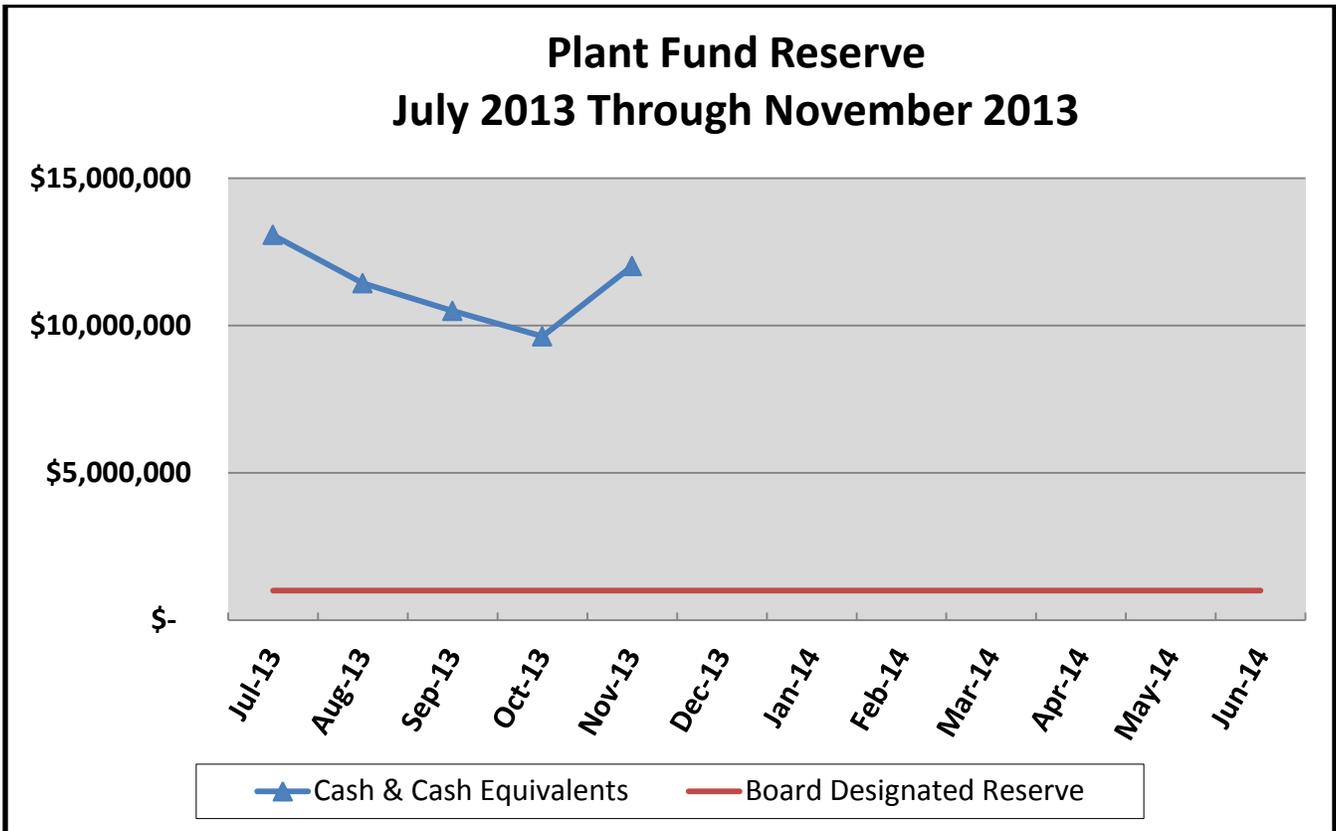
The Current Fund is a combination of the Operating Fund (Education and General) and the Auxiliary Fund. The budgets for these funds also include contingencies reserves to address unforeseen circumstances and seasonal revenues fluctuation. If the administration needs to adjust the Current Fund Reserves 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, 2013, through November 30, 2013, Current Fund reserves have exceeded the Governing Board’s designated reserve.



For the period July 1, 2013, through November 30, 2013, Plant Fund reserves have exceeded the Governing Board’s designated reserve. As of November 30, 2013, Plant Fund reserves exceed the Governing Board’s designated reserve amount by \$11,016,000.

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 are equipped with the vision and skills to create a sustainable economic environment.

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

Presenter : Ray Sigafoos

Start Time : 1:14 PM

Item No : 12

Proposed By : Ray Sigafoos

Time Req : 1

Proposed : 11/18/2013

Item Type : Consent 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 : Board Evaluation of Governance Policy 3.2 - Board Job Description - RECEIPT, DISCUSSION, AND/OR DECISION

Details :

Governance Policy 3.2 - Board Job Description

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.

- 3.2.1 - 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.

- 3.2.1.1 - Commitment to Arizona Community College

Shall strive to appropriately balance the importance of local responsiveness and control within the context of statewide needs and issues and commits to cooperating with all other Arizona community colleges through meaningful dialogue and open sharing of information in order to:

- a) Align the Ends of Yavapai College with efforts to meet the learning needs of all Arizona's communities efficiently and effectively.
- b) Assist one another in meeting high standards of public accountability.
- c) Build the capacities of all our institutions.

- 3.2.1.2 - Governing Policies

Shall produce written governing policies which address the broadest levels of all organizational decisions and situations.

- a) Ends: Defining which organizational products/impacts/benefits/outcomes, Yavapai College should be producing for which recipients/beneficiaries, and their relative worth in cost or priority.
- b) Executive Limitations: Constraining executive authority within boundaries of ethics and prudence.
- c) Governance Process: Specifying how the Board conceives, carries out and monitors its own tasks.
- d) Board-President Linkage: Determining how the Board delegates power to the President and monitors its proper use.

- 3.2.1.3 - Assurance

Shall monitor the President's performance in order to ensure successful fulfillment of Ends.

- 3.2.1.4 - Other Activities

Shall also approve names for District real property as recommended by the President.

Attachments :

Title	Created	Filename
Board Evaluation 3.2-Compilation.pdf	Dec 04, 2013	Board Evaluation 3.2-Compilation.pdf

Policy Number	District Governing Board Policy Review Evaluation of Board Policies Compilation - December 2013 Policies: 3.2 Board Job Description 3.2.1 Ownership Linkage 3.2.1.1 Commitment to Arizona Community Colleges 3.2.1.2 Governing Policies 3.2.1.3 Assurance 3.2.1.4 Other Activities <u>Call if you need any help finding data in OurBoardroom™</u> <i>(Karen, 928.776.2023)</i>	In Compliance	Out of Compliance	* Need More Data	N/A - Not Relevant at this time
3.2 Board Job Description	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:	4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2.1 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.	4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2.1.1 Commitment to Arizona Community Colleges	Shall strive to appropriately balance the importance of local responsiveness and control within the context of statewide needs and issues and commits to cooperating with all other Arizona community colleges through meaningful dialogue and open sharing of information in order to: a) Align the Ends of Yavapai College with efforts to meet the learning needs of all Arizona's communities efficiently and effectively. b) Assist one another in meeting high standards of public accountability. c) Build the capacities of all our institutions.	4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2.1.2 Governing Policies	Shall produce written governing policies which address the broadest levels of all organizational decisions and situations. a) Ends: Defining which organizational products/impacts/benefits/outcomes, Yavapai College should be producing for which recipients/beneficiaries, and their relative worth in cost or priority. b) Executive Limitations: Constraining executive authority within boundaries of ethics and prudence. c) Governance Process: Specifying how the Board conceives, carries out and monitors its own tasks. d) Board-President Linkage: Determining how the Board delegates power to the President and monitors its proper use.	4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2.1.3 Assurance	Shall monitor the President's performance in order to ensure successful fulfillment of Ends.	4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2.1.4 Other Activities	Shall also approve names for District real property as recommended by the President.	4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you indicated that the Board was out-of-compliance with one of its above-listed policies, please state the reason why:

Is this policy still relevant or useful to the Board? Yes **4** No

If not, should it be deleted, updated, changed? Please comment for discussion during Board meeting.

Comments/Remarks:



Yavapai
COLLEGE

**2013 “Roughriders” Soccer Team
Prescott, Arizona**



YAVAPAI COLLEGE CONSTRUCTION NEWS

December 2013

Greetings from Facilities!

I hope you enjoy reading the latest edition of the construction newsletter which contains information about major construction projects occurring college-wide. If you have questions about any of the projects please e-mail me at david.laurence@yc.edu. The news letter will also be posted on the Facilities web site.

College Wide Campus Master Plan

The proposed 10 year Campus Master Plan was presented at the District Governing Board regular meeting held on November 12. The plan will be discussed again at the December 10 meeting along with preliminary cost information.

Mayer/Spring Valley Site

The marquee and LED sign has been selected and permitting approved. The sign will be used to display messages for the school district and the College. Details of the Intergovernmental agreement between the College and Mayer School District are still being worked out so it will probably be February before the new sign is constructed on state highway 69 adjacent to Mayer High School.

Marapai Hall Renovation

Site work continues related to the construction of accessibility ramps, sidewalks and curbing. The new heating/cooling pipes are being installed through the building foundation to provide heating and cooling to each room. The hot and chilled water to make this happen will be provided by the heating and chiller plant which is a more energy efficient and less expensive method to condition the building. New fire water line is also installed along with associated hydrants.

Sheetrock is going up in the interior of the building along with the new fire sprinkler system and new plumbing including bath tubs. The elevator shaft is being constructed in addition to the new main stairwell.

The building's exterior has received a new roof, new windows and new masonry as needed.

The renovation will consist of updates to comply with new building codes such as life safety and ADA. The building will be fitted with security features, renovated common

areas, study rooms and a complete makeover of the laundry and kitchen facilities. New furniture is also planned for common areas and resident's rooms.

The construction is scheduled to conclude July 1, 2014.



Installation of Fire Sprinkler System



Constructing New Stairwell



Core Drilling for Heating and Cooling Pipe Pathway



Excavation for New Sports Courts



New Windows and Masonry Work after Removal of Room Heating/Cooling Units

DLR Group

Haley Construction

Building 6 Remediation and Renovation

The remediation of the building to correct moisture problems is underway. Steps include the re-grading of the surrounding site to slope drainage away from the building, address moisture penetration through walls and windows and the replacement of drywall. The project is planned for completion at the end of January at which ITS staff members will return to the building from temporary locations throughout the Prescott campus.



Interior of Building 6 Demolition Progress



Grade Change to Direct Water Away From Building

Tennis Court Renovation/Paving and Roadway Replacement

Design is in process for this project located at the corner of Whitlow and Washington in Rough Rider Park. In addition to the replacement of the existing tennis courts, work will occur to replace the low water crossing, lessen the severity of the radius at Whitlow and Washington, address drainage issues and replace the College's portion of the parking lot. This work is scheduled to take six months with a start date in late January 2014.



Rough Rider Park Parking Lot and Low Water Crossing

GLHN Architects and Engineers

Contractor TBD

Verde Valley Campus Southwest Wine Center Building O Reuse

The groundbreaking ceremony was held on November 19 and now construction will be starting this month. The construction and design team are working through the submittal process related to the construction and material requirements of this project. Construction is scheduled to conclude at the end of July 2014.

Boxwood

FCI Constructors, Inc.



Building O

Reclaimed Water Project

The College is still working with the neighboring Cottonwood Ranch and Mesquite Hills subdivisions to secure easements necessary for the water line to pass and connect with the pump house located at the upper vineyard. Once the easements are obtained, this project is scheduled to take 90 days to complete.

Verde Campus Electronic Security Project

The security contractor is scheduled to complete miscellaneous work by mid-December. Once the work is complete the issuing of key cards to Verde campus personnel will occur. The contractor is working with Facilities, ITS and Campus Safety to close this project out.

Well that's all for this short edition of the Yavapai College Construction News. Please stay tuned for the next edition containing information about major construction.

Under Construction

December 2013 College Highlights

Foundation Studies

- The 9x9x25 Challenge was a collaborative effort by the TeLS Department and the GIFT Center to create a writing platform for Yavapai College Instructors to share their expertise in teaching and learning with the YC Community in a lasting and interactive environment. Instructors agreed to make 9 blog posts about teaching over the course of 9 weeks, each post had a minimum of 25 sentences. The end result was a public repository of 152 pieces of writing from 16 College Faculty. The writing is thoughtful, useful and relevant to all instructors. Due to the challenge, several teachers were published in a newsletter by the Instructional Technology Council. You may view their articles at <http://www.itcnetwork.org/resources/itc-newsletter.html>. The League for Innovation in the Community College will feature the 9x9x25 Challenge in the “Member Spotlight” of the December 2013 issue: <http://www.league.org/publication/leagueconnections/LC201311.cfm>

Todd Conaway presented a session about the 9x9x25 Challenge at the Global Education Conference. A recording of the session may be viewed at <http://youtu.be/jbJqKqX39kA>

Tina Luffman, English Professor on the Verde Valley Campus, will have an article published in the Winter 2013 issue of the Instructional Technology Council (ITC) newsletter. The title of the article is “Constructivist Theory and Web 2.0 Technologies.” The publication noted one of Tina’s blogs in the recent 9x9x25 Challenge.

- English Professors, **Nancy Schafer and Tina Luffman**, who teach a number of Developmental Education classes in English, recently attended the “Fire in the Sky Developmental Education Conference” in Scottsdale.

Visual, Performing and Liberal Arts

- **Dr. Karly Way**, Professor of Sociology, Psychology, Communications, and Journalism reports that journalism students (from JRN 131 Media and Society) were hosted by the 2013-14 Humphrey Fellows for an informal lunch and cross-cultural discussion of global social media at ASU's Walter Cronkite School on Nov. 13th. This was followed by a tour of the radio/TV studios and school. **Dr. Stuart Blacklaw**, Vice President for Instruction and Student Services, was able to join the tour as he happened to be at the Walter Cronkite School to attend the Arizona Board of Regents “State of Our Universities” Program.
- **Tara O’Neill**, Associate Professor of Education and **Le Anne Lawhead**, Professor of Early Childhood Education, report that seven Early Childhood Education and Elementary Education students, with special permission from the Supai Tribe, visited Havasupai Elementary School in Supai, Arizona on November 14-15. Professors and students hiked the 11 miles down the Canyon to the school, and did a question/answer session with the teachers, principal and school psychologist. The next day, students were invited to join the staff for breakfast and observe K-8 classrooms. One professor and two students helicoptered out of the canyon while the rest hiked. Students who attended the field trip presented their findings to classmates. It was a valuable and inspiring experience for all!

- **Chris Eubank**, Associate Professor of Music and Choral Activities Director reports the following concert dates this semester:
 - December 6th at 7:00pm in the Performing Arts Center (PAC) - Student Honors Recital featuring students from the voice, piano and instrumental areas.
 - December 8th at 3:00pm in the PAC - Messiah performed by the YC Choral Union and members of the Prescott Chamber Orchestra - Tickets \$15.00.
 - December 13th at 7:00pm in the chamber room of the community building in Prescott Angelorum and Cantamos will be singing as part of Acker Night.
- **Dr. Jennifer Jacobson**, Professor of Sociology, reports that 32 students participated in Service Learning for Sociology 101 with 29 of the 32 completing the 10 hour requirement. Most students volunteered in PUSD as tutors or recess monitors at Miller Valley or Washington Traditional. The students will soon be presenting their experiences to the class. Here is a brief excerpt from one reluctant participant, “When I signed up for class and was informed that I would need to dedicate 10-12 hours of my free time to going out into the community to do service work, I was a little put off. I have a very full life and have tended to feel overwhelmed with school and work... However, when Service Learning was broken down and explained to me...I got excited; I didn't expect that reaction from myself. Through continuing to show up week after week and developing a relationship with the 1st grade class, I have come to look forward to it...I have realized that my volunteering has become an important routine in my life today, a healthy dose of altruism, and I plan on continuing to participate in this program until I eventually move out of Prescott.”
- Creative Writing Professor **Laraine Herring** conducted a workshop on November 8th at Yavapai College: Imagining the World of Your Story and another one on November 16th at Changing Hands Bookstore in Tempe: Unleash Your Inner Writer. In addition, Laraine participated in the Grow Big Get Read on-line conference November 13 – 14th.
- **Erin Whitesitt**, Adjunct Sociology Faculty, reports that she finished the 9x9x25 Challenge, and she’s pretty sure she was the only adjunct faculty member to complete it. At least one of Erin’s blog posts was chosen to appear on the ITC newsletter at: <http://teachingandlearningyc.blogspot.com/2013/10/an-ode-to-discussion-board.html>.
- **Kristen Kauffman**, Adjunct Creative Writing Faculty, is pleased to report that the Nanowrimo (National Novel Writing Month) events hosted by the English Club brought as many as 25 community members to campus for each event. At the Night of Writing Dangerously hosted at the Prescott campus library on November 15th, a total of 31 students showed up at various times in the evening, some even from the Verde Valley. The English Club gave away a costume prize for the noir detective theme and a prize for the winner of word wars (a contest to see how many handwritten words contestants can compose in 15 minutes). Agreeing it was success, the club is excited to plan next year's events.
- **Dr. Mark Shelley**, Professor of Psychology and Sociology, attended the “Reach for the Sky” Conference on Student Success, sponsored by Cengage Publishing in Scottsdale, AZ, on November 14-15. The free workshops and keynote speakers were excellent, confirming the direction of the Yavapai College First Year Experience initiative. Professors of English **Tina Luffman** and **Nancy Schafer** also attended the conference.

- **Cathy Willett**, Adjunct Photography Faculty, reports that she will be showing her work at the VISIONS GALLERY in Chandler. Both Digital Art Prints and Steel Sculpture will be included in the exhibition.

Sciences and Math

- **Brigid Bunch**, Adjunct PHE Instructor and competitive swimmer, competed in the US Masters Swim Nationals at Mission Viejo, CA where she took two first place finishes (200 meter IM and 200 meter backstroke) for her age group (50-54). Brigid's times ended up being the fastest on the national record for the season, earning her two All-American titles.
- The Yavapai College Men's Soccer team qualified as one of twelve Junior College teams to participate in this year's NJCAA National Championship, in Tyler, Texas. The team qualified by winning the West District Championship (AZ, UT, CO, WY, ID), at home on November 9th. Yavapai College Soccer Coach, **Mike Pantalione**, moved into the top spot for the junior college coaching annals with an outstanding 535 wins over his 25 years of coaching.

Instructional Support and Improvement

- TeLS is preparing for the Winter Institute, December 11-12. This exceptional program will include a keynote address from Don Carter, Director, NAU e-Learning Center, as well as a virtual appearance from Peggy Sheehy, Instructor at Ramapo Central School District, New York.
- Library Participation in the Gettysburg Symposium:
 - Civil war era original and reproduction clothing and artefacts on display - Items provided by the [Barrington House Educational Center](#) and YC employees: **Nancy Schafer** and **Bill Dunn** at the Prescott Library.
 - An engaging and captivating Civil war era timeline created by the Verde library staff.
 - Civil war era library collection materials on display and available to borrow.
 - Civil war era Prescott library collection bookmark created by **Sue Robertson**.
- Library Remodel
 - The HVAC project at the Prescott Library is complete.
 - All four group rooms now have dropped ceilings, ceiling insulation and individual thermostats.
- Beyond the Wall – YC Library's Blog
View the Library's interview with faculty member **Laraine Herring** on YC Library's blog, [Beyond the Wall!](#) In the video Laraine talks about her two new books which were released this month. The books, "Into the Garden of Gethsemane, Georgia" and "Gathering Lights" will soon be available at the Prescott Campus Library.
- Library Display featuring YC student drawings and paintings from the following Adjunct Art Instructors and courses:
 - **Dana Cohn's**
 - Art 190: Oil & Acrylic I
 - Art 191: Oil & Acrylic II

Ken Ottinger's

- Art 115: Colored Pencil/Pastel
- Art 190 & 191: Oil & Acrylic I and II
- Art 292: Advanced Projects in Oil & Acrylic

Jim Ward's

- Art 110: Drawing 1

- Library Staff, **Ginney Bilbray** and **Shelly Gilliam** received \$1,000 each from the Roger Runyan Employee Career Enhancement Award scholarship sponsored by the YC Foundation. Ginney is pursuing a Bachelor of Arts degree in English literature and Shelly is starting her Masters in Library Science program.

Presenter : Ray Sigafoos

Start Time : 1:30 PM

Item No : 15

Proposed By : Ray Sigafoos

Time Req : 5

Proposed : 11/15/2013

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 Services to include: Faculty Senate;
Other Related Issues - INFORMATION AND/OR DISCUSSION

Details : Instruction and Student Services will present reports on the following:

- Faculty Senate Update - Joani Fisher, President for Faculty Senate
- Other Related Issues

Attachments :

Title	Created	Filename
December Governing Board FA update-J Fisher.pdf	Dec 02, 2013	December Governing Board FA update-J Fisher.pdf

Faculty Senate



Current Senate Composition

148.5 years of YC experience!

Joan Fisher President (Foundation)	26 years
Vikki Bentz President-elect (BUSC)	16 years
Nichole Wilson-Treasurer (VPLA)	7 years
Vikki Bentz-Secretary (BUSC)	
Gino Romeo-Past Pres.(Foundation)	6 years
Lauren McCrea (VPLA)	13 years
Michael Davis (TECH)	6.5 years
Robert Smith (TECH)	7 years
Dave Gorman (Foundations)	14 years
Paul Smolenyak (SSHL)	14 years
Lori Isbell (Foundations)	7 years
Jason Whitesitt (VPLA)	13 years
Ron Luellen (TECH)	7 years
Marnee Zazueta (CTE)	10 years
Jim Bostwick (Foundations)	26 years

Fall 2013 – Faculty Association

The 2013-2014 Faculty Association :

- **Represents 111 full-time faculty members:** All full-time faculty members are eligible to join the YC Faculty Association.

The Faculty Association includes 76 dues paying voting members; however all faculty are encouraged to voice concerns, attend meetings and serve on committees.

- **Fosters collaboration:** Our nine standing committees include faculty from all divisions and departments. The ELT are invited regularly to committee meetings. FA President represents faculty on administrative committees.

Shared Governance

Definition

Shared Governance at Yavapai College is a deliberate process which will seek out the creative and constructive ideas and perspectives of this community of learners and which will enable active, responsible participation of affected parties (which could be functional units and/or employee groups defined as faculty, staff and administration) in the decision making process by providing meaningful opportunities to introduce, analyze, discuss and provide input or recommend courses of action before a final decision is made.

http://www.yc.edu/v5content/academics/instructional-support-improve/docs/docs/FacAssoc_SharedGovernance.pdf

Faculty Association Constitution

PREAMBLE

The basic functions of a college are to preserve, augment, criticize, evaluate and transmit knowledge and to foster creative capacities. Since these functions are performed by a community of educators who must be free to exercise independent judgment in the planning and execution of their individual educational responsibilities, the government of an institution of higher education should be designed to allow these educators to select and carry out their responsibilities with maximum effectiveness and integrity.

<http://www.yc.edu/v5content/academics/docs/FA%20Constitution%20updated%2010-18-13.pdf>

What's Next?

- Compensation Committee Members continue to participation in the Segal Sibson Faculty & Staff Compensation Study. Faculty's number one priority/scheduled step.
- Dual Enrollment exploration by Standards Committee underway
- Divisional/departmental structure change desired to provide clearer academic leadership

Presenter : Ray Sigafoos

Start Time : 1:35 PM

Item No : 16

Proposed By : Ray Sigafoos

Time Req : 10

Proposed : 11/20/2013

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.	26041

Description : SHORT RECESS - PROCEDURAL

Details :

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 1:45 PM

Item No : 17

Proposed By : Ray Sigafoos

Time Req : 0

Proposed : 11/26/2013

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.	26041

Description : POLICY - HEADING

Details :

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 1:45 PM

Item No : 18

Proposed By : Ray Sigafoos

Time Req : 10

Proposed : 11/20/2013

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 speed up the processing of Board decisions which the Chair believes the Board may not need further deliberation.</p>	429146

Description : Approval of Intergovernmental Agreement between Yavapai College and Mayer Unified School District No. 43 with the Purpose of Purchasing, Installing, and Maintaining a One-Sided Electronic LED Sign in Mayer - RECEIPT, DISCUSSION, AND/OR DECISION

Details : Approval of the attached Intergovernmental Agreement (IGA) will enable:

- Yavapai College to purchase, install and maintain a one-sided electronic LED sign in Mayer for the purpose of advertising programs offered by both Yavapai College and Mayer Unified School District.

- Mayer Unified School District has entered into a lease agreement with a Mayer landowner for placement of the electronic LED sign near Highway 69. The lease expires February 13, 2018 and is renewable for additional periods.

Attachments :

Title	Created	Filename
YC-MAYER IGA.pdf	Dec 03, 2013	YC-MAYER IGA.pdf

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between Mayer Unified School District No. 43 of Yavapai County, a political subdivision of the State of Arizona (“School District”), and Yavapai County Community College District d/b/a Yavapai College, a political subdivision of the State of Arizona (“College”).

RECITALS

This Agreement is for the purpose of purchasing, installing, and maintaining an electronic LED sign in Mayer for purposes of displaying public notices by both Parties. The sign that is to be installed is one-sided. When the School District obtains funding, the School District will arrange for the addition of the second side to the sign at the School District’s expense.

College has contracted with a local vendor for the acquisition, installation, and maintenance of the sign. A rendering of the sign is enclosed as Attachment A. The single sided marquee LED sign cost is \$37,279.18 including sales tax and installation.

School District has entered into a lease agreement with a Mayer landowner (“Landowner”) for placement of the electronic LED sign near Highway 69 (the “Lease,” and “Amendment 1” to the Lease are hereto attached as Attachment B). The Lease expires February 13, 2018, and is renewable for additional periods upon mutual agreement between School District and Landowner.

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

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

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

AGREEMENT

A. Term and Termination

The term of this Agreement shall commence and become effective when signed by both Parties, and will terminate on February 13, 2018. This Agreement may be renewed for successive terms of four (4) years upon mutual agreement and finalization of written notice of intent to renew signed by both Parties not less than one hundred and twenty (120) days prior to the termination date of the then-current term. School District warrants that it will maintain the Lease with Landowner for placement of the electronic sign referenced in this Intergovernmental Agreement as current and valid or alternatively obtain a renewal or extension of the Lease prior to any renewal or extension of this Intergovernmental Agreement with College.

B. Message display; mutual ownership of sign and responsibilities

1. Message display ratio: Both parties will be able to display public notices equally in a 50/50 ratio. The School District will be responsible for maintaining the sign, as well as uploading all data to be displayed on the sign. The College shall continue to have message display rights at no cost to the College at a fifty percent (50%) portion for the

duration of the original term of this Intergovernmental Agreement, and for any renewals of this Intergovernmental Agreement.

2. Times of message displays: Message displays shall be alternated for both Parties in mutually agreeable alternating equal time periods.
3. Message displays by other entities: School District may allow message displays for other entities. Such message display time will be part of the time allotted to the School District; College will retain its fifty percent (50%) portion for the College messages.
4. Ownership and responsibilities: The Parties shall consider that the sign is jointly owned; however, specific responsibilities for purchase, software maintenance and upgrades, message display content, and general upkeep are otherwise outlined herein.

C. Obligations of College

College shall:

1. Pay \$23,859.00 for the cost of the sign; the School District shall pay to the College the additional \$13,420.00 required for the College to pay the sign vendor in full immediately upon full acceptance of the work. Should the final invoice be for a lesser (or higher amount), obligations for both Parties will be adjusted proportionally, i.e., in a pro-rated manner.
2. Provide a project manager to oversee the installation and final acceptance of the sign. Written final acceptance of the sign shall be the responsibility of both Parties. School District shall provide College with written acceptance of the sign, and upon obtaining such written acceptance from School District and verifying that the sign is properly installed and working properly, College shall provide written final acceptance to the sign vendor.
3. Advise the sign vendor when the sign can begin production (i.e., provide a notice to proceed), and advise the School District of progress of the order. All communication with the sign vendor and instructions for the work shall be through the College's project manager. The project manager will coordinate with the School District regarding dates of installation and activities that will occur relating to installation of the sign.
4. Provide electronic files daily or as often as needed to the School District representative for message displays being requested by the College. Files will be sent from the College's marketing representative to the College's I.T. unit to be passed on to the School District. Files not transmitted to the School District by noon on a regular business day may not be posted until the following business day. Inasmuch as the School District and College are not open on Fridays during the summer, business days will be considered to be Monday through Thursday during that time.
5. Provide technical advice when feasible to the School District for operation of the sign. It is understood and agreed to by both Parties that the sign vendor is the primary contact for operational questions or problems with the sign. Preliminary

training for uploading content and files is to be provided to the School District by the sign vendor (via webinar).

D. Obligations of School District

School District shall:

1. Pay to the College the additional \$13,420.00 required for the College to pay the sign vendor in full (total cost is estimated to be \$37,279.18). Should the final invoice be for a lesser (or higher amount, which is not expected), obligations of both Parties will be adjusted proportionally, i.e., in a pro-rated manner.
2. Obtain all required permits for installation and operation of the sign, including those from the County of Yavapai, Arizona. School District is responsible for keeping permits current.
3. Contract, arrange and pay for all costs associated with the cost of bringing electric power to the site. No work is to be contracted for or occur until this Intergovernmental Agreement is approved and signed by both Parties, and the College's project manager has provided written notice to proceed. School District will advise the College's project coordinator in writing (via e-mail or fax) when the work is accepted in full by the School District.
4. Use best efforts to obtain renewal or other extension of the Lease no later than February 1, 2018. School District shall notify College in writing of this renewal, and provide a copy of the amendment of the contract indicating such renewal.
5. Arrange and pay for the cost of electricity to the sign and cabinets, and ensure that electricity is available to the sign on a continual basis unless unforeseen circumstances prevent it.
6. Contract with the sign vendor and pay for any and all costs of maintenance and additional software upgrades as may be needed or desired by the School District during the term of this Intergovernmental Agreement, and any renewal periods.
7. Pay the cost of the Lease as it becomes due and in a timely manner pursuant to the terms of the Lease. School District shall notify the College in writing of termination of the Lease within five (5) business days of School District's receipt of notice of termination from the Landowner or within five (5) business days of School District's date of mailing of its intention to terminate the Lease to Landowner. In the event the sign needs to be removed from the leased land for any reason, both Parties agree to work together to pursue another suitable alternative location for the sign in Mayer, Arizona.
8. Review all files to be uploaded that have been received from the College for appropriateness and content prior to uploading. Such review will be done by the School District superintendent, or his/her designee. In the event that a posting is considered inappropriate by the Superintendent or his/her designee, the College will be notified that the posting is being held, and will be delayed until both Parties agree on a suitable alternative, or is cancelled in its entirety. College agrees that School District may set general guidelines for message content in School District's discretion.

9. Within a reasonable time, notify the College's marketing representative at any time the sign is non-operational, the suspected cause, and the estimated date and time when it is expected to be operational (e-mail notification). It is understood that the School District may decide to turn off the sign during late night and early morning hours if requested by the neighboring community or required by state, federal, or local law. This is agreeable to the College, as long as the College receives advanced written notification of such action (i.e., e-mail notification to the College's Marketing representative).
- E. Conflict of Interest: The parties acknowledge that this Intergovernmental 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. Either Party may cancel this Intergovernmental Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Intergovernmental Agreement on behalf of the other Party is, at any time while this Intergovernmental Agreement or any extension is in effect, an employee or agent of the other Party with respect to the subject matter of this Intergovernmental Agreement.
- F. Insurance:
1. The College shall maintain during the term of this Intergovernmental Agreement adequate insurance or self-insurance, either through the Arizona Risk Retention Trust, or otherwise, to cover liability arising from the acts or omissions of the College, its agents or employees related to the performance of this Intergovernmental Agreement. The College shall add the School District as a named insured under the liability insurance coverage policy. The College shall not be responsible for maintaining insurance coverage for liability arising from the acts or omissions of the School District's agents or employees.
 2. The School District shall maintain during the term of this Intergovernmental Agreement adequate insurance or self-insurance, either through the Arizona Risk Retention Trust, or otherwise, to cover liability arising from the acts or omissions of the School District, its agents or employees related to the performance of this Intergovernmental Agreement. The School District shall add the College as a named insured under the liability insurance coverage policy. The School District shall not be responsible for maintaining insurance coverage for liability arising from the acts or omissions of the College's agents or employees.
 3. Damages to Sign: In the event the sign is damaged or destroyed by fire or any other cause, both Parties shall work together to repair or replace the sign if so desired by both Parties for a mutually agreeable amount. Such agreement shall be established in writing as an amendment to this Intergovernmental Agreement.
- G. Mediation: Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and neutral mediator. The Parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a Party for presentation before the mediator or representation by an attorney at the mediations, if such representation is desired.
- H. 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. Any action thereon shall be brought in the appropriate court in the County of Yavapai, State of Arizona.

- I. Non-Availability of Funds: Every financial obligation of the either Party under this Intergovernmental 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 Intergovernmental Agreement, this Intergovernmental Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Neither Party shall be liable for any purchases or subcontracts entered into by the parties to this Intergovernmental Agreement in anticipation of funding.
- J. Non-Discrimination: The College and the School District 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 School District 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.
- K. NOTICES: All notices, requests for payment, or other correspondence between the parties regarding this Intergovernmental Agreement shall be mailed or delivered to the respective parties at the following addresses:

Dean Slaga, Superintendent
Mayer Unified School District
P.O. Box 1059
Mayer, AZ 86333

With copies to:
Hufford, Horstman, Mongini, Parnell & Tucker, P.C.
120 N. Beaver Street
Flagstaff, AZ 86001

Phyllis Lewellen, Director of Purchasing and Contracting
Yavapai College
1100 East Sheldon Street
Prescott, AZ 86301

With copies to:
Mangum, Wall, Stoops and Warden, PLLC
P.O. Box 10
Flagstaff, AZ 86002-0010

- L. Good Faith: In exercising the powers granted by this Intergovernmental Agreement and in performing the duties required by this Intergovernmental Agreement, each Party has a duty to act in good faith with the reasonable belief that such Party's actions are in the best interest of the agreement, provided, however, that an error in judgment by itself shall not constitute a violation of this duty.
- M. Indemnification:
1. To the extent permitted by law, College agrees to indemnify, defend, and hold harmless the School District, its boards, commissions, officials, officers, employees, students, agents individually and collectively, from all fines, damages, claims, demands, suits, attorneys' fees or other actions of any kind arising in the performance of this Intergovernmental Agreement as a result of the negligence, negligent acts, willful misconduct, or omissions of College or its employees or agents.
 2. To the extent permitted by law, School District agrees to indemnify, defend, and hold harmless College, its boards employees, and agents, individually and collectively, from all fines, damages, claims, demands, suits, attorneys' fees or other actions of any kind arising under this Intergovernmental Agreement as a result of the negligence, negligent acts, willful misconduct, or omissions of the District, its governing board, employees, and agents.
 3. Notwithstanding any other provision of this Intergovernmental Agreement to the contrary, any agreement by School District or College to indemnify, defend, and hold harmless the other Party shall be limited to, and payable only from, the indemnifying Party's available insurance or self-insurance coverage for liability assumed by Intergovernmental Agreement, if any, available as a part of its general liability insurance program.
- N. Severability: Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.
- O. Assignment: Neither Party may assign any rights, liability, obligations or duties under this Agreement without the prior written consent of the other Party.
- P. Termination: This Intergovernmental Agreement may be modified only by mutual written consent of the Parties. Either party may terminate this Intergovernmental Agreement for any reason upon one hundred and eight (180) days' written notice to the other party. Upon termination of this Intergovernmental Agreement for any reason, the Parties will either agree within sixty (60) days of the termination notice to one Party buying out the other Party's share of ownership in the sign effective upon termination or the Parties may work together to come to an otherwise mutually agreeable arrangement.
- Q. Default and Force Majeure: In the event either Party fails to perform its obligations under this Agreement or otherwise materially breaches this Agreement, the non-breaching Party may suspend, modify, or terminate this Agreement immediately upon thirty (30) days written notice to the other Party. Either Party may terminate this Agreement upon the happening of any event of force majeure which would jeopardize the ability of such Party to perform any of its obligations hereunder.
- R. Compliance with Immigration Laws: As required by Arizona Revises Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) each Party warrants that

it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the other Party. Each Party acknowledges that a breach of this warranty by the Party or by any s subcontractors or sub-subcontractors under this Agreement shall be deemed a material breach of this Intergovernmental Agreement, and is grounds for penalties, including termination of this Intergovernmental Agreement, by the non-breaching Party. Each Party retains the legal right to inspect the documents of any Party, subcontractor and sub-subcontractor employee who performs work under this Intergovernmental Agreement, and to conduct random verification of the employment records of the Party and each subcontractor and sub-subcontractor who works on this Intergovernmental Agreement, to ensure that the Party and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Each Party shall defend, indemnify and hold harmless the other Party, its Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which the Party is found, or is alleged to be, liable arising out of the breach of any warranties of the breaching Party or any subcontractor or sub-subcontractor as specified in this paragraph.

- S. Employees: No provision of this Agreement shall be deemed to constitute either Party as an agent or employee of the other Party. Employees or agents of either School District or College will not, for any purpose, be considered employees or agents of the other Party.
- T. Ownership of Information: Nothing contained in this Intergovernmental Agreement shall be construed to grant either Party any express or implied rights in respect of either Party's confidential information, trademarks, patents, or other proprietary intellectual property (collectively, the "information") other than for the sole purpose of include the Information in messages exhibited on the sign or elsewhere. Upon termination of this Intergovernmental Agreement, the School District shall immediately cease from using the information and return the same to the College.
- U. Alterations: Neither Party shall make any alterations, improvements, or additions to the sign or its location without first obtaining the written permission of the other Party, which consent shall not be unreasonably withheld.
- V. Entire Agreement: This Intergovernmental Agreement, and its exhibits as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Intergovernmental Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Intergovernmental Agreement shall be made in writing and signed by the Parties to this Intergovernmental Agreement. Acceptance by either Party of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for any other performance or any future performance obligations.
- W. Warranty: Each Party hereby warrants and guarantees that the person signing this Intergovernmental Agreement on behalf of the Party is duly authorized to sign this Intergovernmental Agreement on that Party's behalf, and is empowered to bind the Party.

IN WITNESS WHEREOF, the Parties hereby execute this Intergovernmental Agreement:

FOR COLLEGE:

By: _____

Its: _____

FOR SCHOOL DISTRICT:

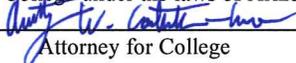
By: _____

Its: _____

Pursuant to Arizona Revised Statutes Section 11-952(D), the attorney for the MAYER Unified District No. 43 the ("School District") has this ___ day of _____, 20__, determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted the District under the laws of Arizona.

Attorney for School District

Pursuant to Arizona Revised Statutes Section 11-952(D), the attorney for the Yavapai County Community College District the ("College") has this 26 day of November, 2013, determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted the College under the laws of Arizona.



Attorney for College

IN WITNESS WHEREOF, the Parties hereby execute this Intergovernmental Agreement:

FOR COLLEGE:

By: _____

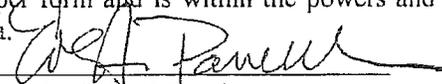
Its: _____

FOR SCHOOL DISTRICT:

By: _____

Its: _____

Pursuant to Arizona Revised Statutes Section 11-952(D), the attorney for the Mayer Unified District No. 43 the ("School District") has this 2 day of December, 2013 determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted the District under the laws of Arizona.

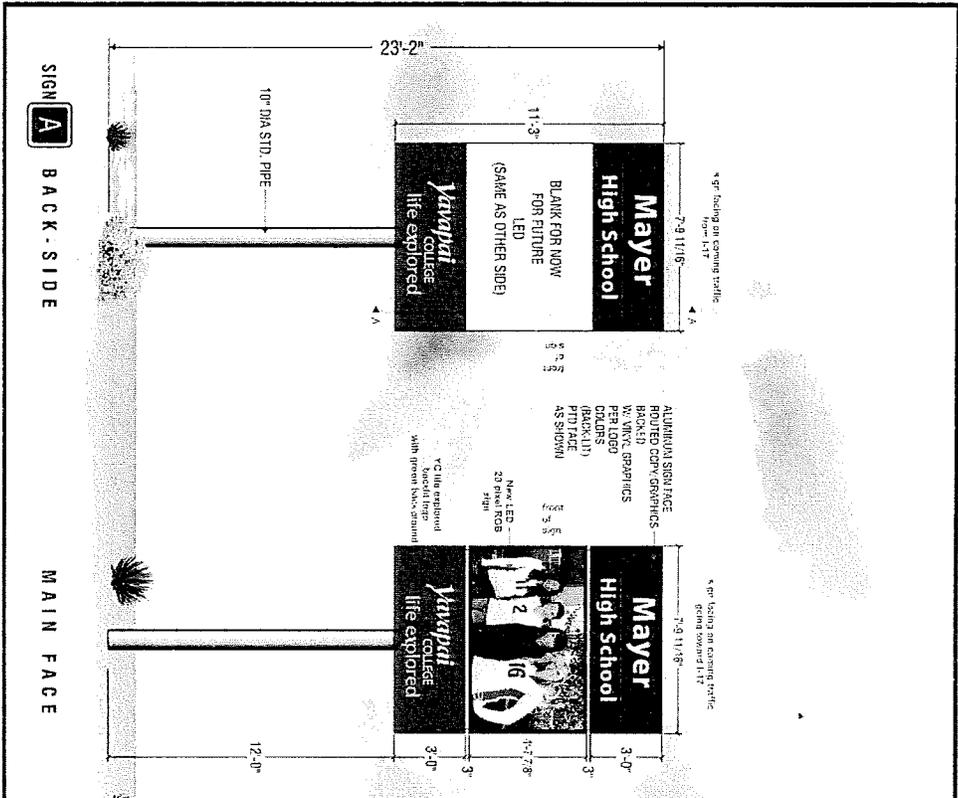


Attorney for School District

Pursuant to Arizona Revised Statutes Section 11-952(D), the attorney for the Yavapai County Community College District the ("College") has this ___ day of _____, 20___, determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted the College under the laws of Arizona.

Attorney for College

ATTACHMENT A FOLLOWS



D / F POLE SIGN - W / LED
SCALE: 1/4" = 1'-0"

Model: INF-20-RGG-Z-P-S
Matrix: 64 x 112

Display Specification	Color Processing: RGB 281 Trillion Colors, 16.7M Colors	Estimated Total Regular Operating Watts: 987.8
Display Size: 5.5 inches	Resolution: 7168 Pixels per edge Area	Estimated Total Regular Operating Watts: 987.8
Resolution: 7168 Pixels per edge Area	Display Area: 4.7 7/8" x 7.9 1/16" x 7.7 7/8"	Estimated Total Regular Operating Watts: 987.8
Display Area: 4.7 7/8" x 7.9 1/16" x 7.7 7/8"	Display Area Weight: 55.22 lbs. per foot (+/- 10%)	Estimated Total Regular Operating Watts: 987.8
Display Area Weight: 55.22 lbs. per foot (+/- 10%)	Cabinet Design: Factory Spec'd	Estimated Total Regular Operating Watts: 987.8
Cabinet Design: Factory Spec'd	Physical Cover: No	Estimated Total Regular Operating Watts: 987.8
Physical Cover: No	LED / Pixel Specification	Estimated Total Regular Operating Watts: 987.8
LED / Pixel Specification	Model Number: 2000	Estimated Total Regular Operating Watts: 987.8
Model Number: 2000	LED Pixel Pitch: 20.0 mm	Estimated Total Regular Operating Watts: 987.8
LED Pixel Pitch: 20.0 mm	Brightness: 8000 NITS	Estimated Total Regular Operating Watts: 987.8
Brightness: 8000 NITS	Viewing Angle: 160 Degree (Horizontal)	Estimated Total Regular Operating Watts: 987.8
Viewing Angle: 160 Degree (Horizontal)	LED's per pixel: Red: 1 Green: 1 Blue: 1	Estimated Total Regular Operating Watts: 987.8
LED's per pixel: Red: 1 Green: 1 Blue: 1	Standard	Estimated Total Regular Operating Watts: 987.8
Standard	Accessories / Communication	Estimated Total Regular Operating Watts: 987.8
Accessories / Communication	5 Year Software Upgrade	Estimated Total Regular Operating Watts: 987.8
5 Year Software Upgrade	Digital Temperature Control	Estimated Total Regular Operating Watts: 987.8
Digital Temperature Control	Software	Estimated Total Regular Operating Watts: 987.8
Software	Communication Device: 1 patch \$403.00	Estimated Total Regular Operating Watts: 987.8
Communication Device: 1 patch \$403.00	Comm Type: Wireless Ethernet - 5.8 GHz	Estimated Total Regular Operating Watts: 987.8
Comm Type: Wireless Ethernet - 5.8 GHz	On-site Service Plan: Not Offered	Estimated Total Regular Operating Watts: 987.8
On-site Service Plan: Not Offered		Estimated Total Regular Operating Watts: 987.8

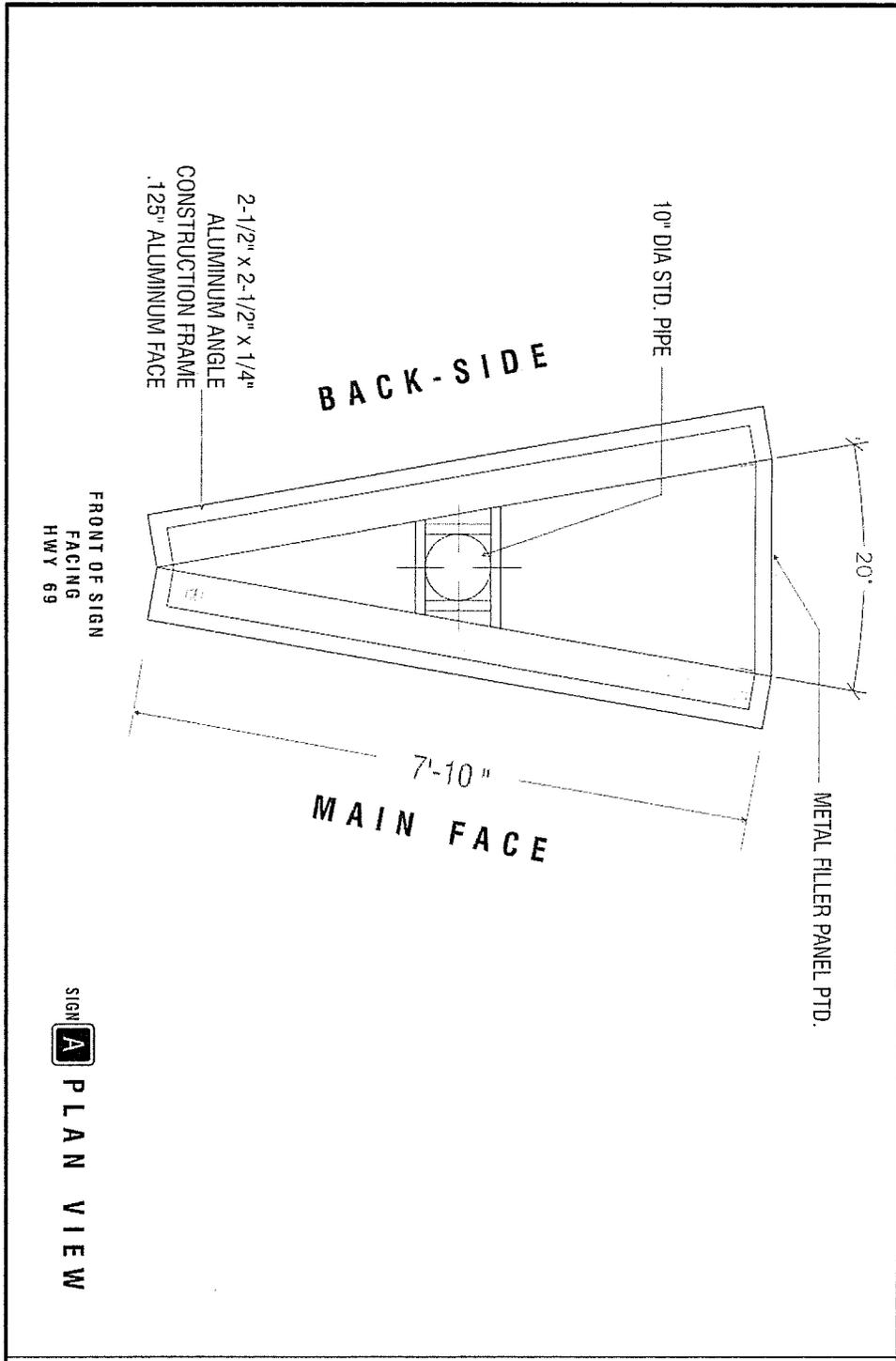
NOTE: BACKSIDE OF SIGN NON-ILLUMINATED

Mayer Marquee & LED sign
 Location, south of SR Highway 69 in front of Mayer High School

SIGNS PLUS
 Account Executive: SALLY JOHNSON
 Designer: INDOOR/OUTDOOR
 Design Manager: GUY BROWN
 Date: 2/21/2013
 Scale: 1/4" = 1'-0"
 Sheet: 2 of 6

PROJECT: YAVAPAI COLLEGE
 LOCATION: 1100 E. 1st St. Prescott, AZ 85301

2003 Valley View
 Prescott Valley, AZ 86314
 928-257-5955



SIGN **A** PLAN VIEW

SHEET 4 OF 6

Account Executive
 Sign: 2/11/2018
 Designer:
 Checker:
 Date: 2/11/2018
 Time: 10:55:36
 File:
 AS NOTED
 REVISIONS



5000 Valley Rd.
 Prescott Valley,
 Arizona
 86314
 800-257-5655

PROJECT: YAVAPAI COLLEGE
 LOCATION: 1100 E. Sheldon St. Prescott, AZ 85301

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Mayer
High School

SCHOOL STARTS
QUEST 5
SUMMER DAYS
ARE QUEEN!

Yavapai
COLLEGE
life explored

Mayer
High School

FOOTBALL
SUMMER
SEPTEMBER
25TH

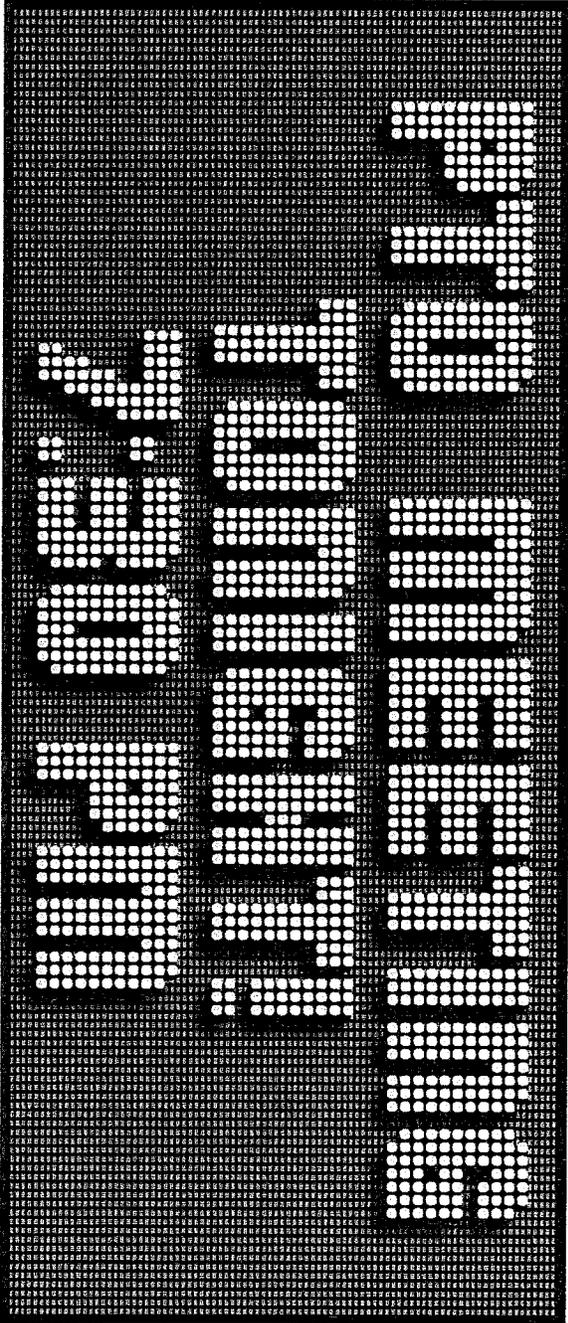
Yavapai
COLLEGE
life explored

LED VIEWING EXAMPLE Display Configuration: 20mm RGB, 64 x 112 MATRIX

PROJECT: YAVAPAI COLLEGE
LOCATION: 1001 Sheldon St., Prescott, AZ 85301
2000 Valley Rd., Prescott Valley, AZ 86314
88314
800-257-5055
Account Executive: SARA JOHNSON
Designer: FLORENCE
Date: 5/31/2013
Scale: 1/24
File Name: 20130531-056
Revision: 2
SHEET 5 of 6



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LED VIEWING EXAMPLE
Display Configuration: 20mm RGB, 64 x 112 MATRIX

<p>Account Executive CAROL JOHNSON Designer</p> <p>Date of Order: 09/26/00 2:56PM DMT: 2/11/2001 STATE: AZ CITY: PHOENIX ZIP: 85001</p>		<p>3003 Valley Rd. Prescott Valley, AZ 86314 800-257-5095</p>	<p>PROJECT YAVAPAI COLLEGE</p> <p>LOCATION: "100E Sheldon St" Prescott, AZ 86301</p>
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ATTACHMENT B FOLLOWS

LEASE AGREEMENT BETWEEN

THE MAYER UNIFIED SCHOOL DISTRICT NO. 43 12606 East Main Street Mayer, AZ 86333 (hereinafter "District") and Bert Teskey (hereinafter "Owner"), at PO Box 224 Mayer AZ 86333-0224

RECITALS:

WHEREAS, Owner owns real property adjacent to school district property and is willing to lease it to the District; and

WHEREAS, the District wishes to lease the real property for school purposes, specifically placement of an electronic reader board on this space; and

WHEREAS, the District is authorized to enter into a lease agreement pursuant to A.R.S. §15-341 and 15-342; and

WHEREAS, the parties wish to make an agreement which determines their obligations.

The parties agree as follows:

1. DESCRIPTION AND USE OF THE PROPERTY: Owner leases to District a parcel of real property adjacent to the high school campus, specifically next to the current football field, ("the premises") as described in Exhibit A, attached. The premises consist of vacant property which currently has no buildings or other construction. Electrical service trench must not exceed 8ft from ADOT property line. Electronic Reader Board sign must not exceed 150ft from current Mayer Unified School District easement. Access to property is granted to Mayer Unified School District on an as needed basis for normal maintenance and upkeep of sign.
2. TERM: The term of this lease shall be for four (4) years, eleven (11) months, commencing on March 13th, 2013 and ending on February 13th, 2018. The term of this Agreement may be renewed for additional terms upon mutual written agreement of the parties. Subsequent terms may be of longer duration if permitted by law without an election.
3. RENT: As and for compensation for the use of the property, District agrees to pay to Owner the amount of \$1,400.00 per year, due April 1st of each year. Rent during any subsequent renewals will be negotiated by the parties at the time of renewal. Any additional tax increases or fees will be paid in addition to the rent payment.
4. USE OF THE PREMISES: The District will have exclusive use of the leased premises unless otherwise specifically agreed in writing. The parties agree that the District's use, of the premises unless otherwise agreed in writing, will be limited to installation and use of a sign in the form of an electronic reader board on the premises, for informational purposes and advertising as determined by the District. Installation of this sign or reader board will or may require installation of a concrete pad, utilities, the board itself, regular access for board operation and maintenance, and other features as may be required by law or practical operation. District will maintain the leased property in a reasonably safe,

clean and neat condition. The District shall have the right to enter into agreements with utility companies and/or appropriate governmental agencies to obtain permits, provide utilities, or for installation as appropriate for use of the leased premises in accordance with the provisions of this lease.

5. OBLIGATIONS OF THE OWNER: During the term of this Agreement, the Owner shall provide reasonable approvals and cooperation as appropriate and necessary to completion of the installation and use of the property as intended by this lease.
6. INSPECTION: During the term of this Agreement, the premises shall be for the exclusive use of the District unless otherwise agreed in writing, with the exception that the Owner may have such access to the property as is afforded other members of the general public or may arrange for inspection on reasonable notice to the District.
7. INSURANCE: District shall procure and maintain throughout the term of the Agreement comprehensive liability insurance with a coverage of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence for injury to persons or property in connection with use, operation or condition of the leased premises. Owner shall also maintain property owner's liability insurance, in an amount to be determined by the owner, applicable to the premises. Either party may review the certificate of insurance of the other party upon request.
8. MEDIATION: The parties hereby agree to make all reasonable effort to resolve any disputes arising under this Agreement by negotiation in good faith. If the parties are unable to resolve matters by such negotiation, they agree to participate in mediation in an attempt to resolve any dispute prior to court action.
9. TERMINATION/EXPIRATION: This Agreement may be terminated by either party prior to the end of the lease term by providing the other party written notice of intent to terminate not less than six months prior to the intended termination date. Upon termination or expiration of this lease, District agrees to remove the reader board within a reasonable time, unless otherwise agreed. The parties agree that any concrete pad or utilities installed at the premises are an improvement of the property, that District need not remove them, and the District will be required only to remove the sign, and secure the property in a reasonably safe condition without removal of concrete or utility access.
10. NOTICES: Any notice will be sent to the parties at the addresses given in this Agreement or to such other addresses as the parties may designate in writing to the other.
11. NO ASSIGNMENT: This Agreement may not be assigned by either party.
12. WAIVER: No failure to enforce any condition of this Agreement shall imply or constitute a waiver of the right to insist upon performance of that condition or any other provision.

13. FULL AGREEMENT: The parties acknowledge and agree that this is the entire agreement with regard to lease of this property.

14. CONFLICT OF INTEREST: This Agreement is subject to the provisions of A.R.S. §38-511, which requires that this Agreement refer to this section allowing cancellation for conflicts of interest.

Mayer Unified School District No. 43

Owner

By: *Dean Sluga*

By: *Bert Teskey*

Printed Name: *Dean Sluga*

Printed Name: *BERT TESKEY*

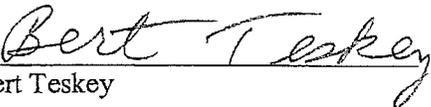
Title: *Superintendent*

Title: *Owner*

ADDENDUM

Addendum to the Lease Agreement between Bert Teskey, Owner, and the Mayer Unified School District No. 143, which commenced March 13, 2013.

Teskey and District understand and agree that District is working in cooperation with Yavapai County Community College District d/b/a Yavapai College for the purchase and installation of the electronic reader board on the leased premises and that College may direct the installation of the sign upon agreement with District and sign vendor. District may agree to allow notices from Yavapai College or others to be displayed on the reader board with District approval.


Bert Teskey


Mayer Unified School District No. 143

Presenter : Ray Sigafoos

Start Time : 2:55 PM

Item No : 21

Proposed By : Ray Sigafoos

Time Req : 10

Proposed : 11/19/2013

Item Type : Discussion

Policy No.	Description	Ref No
3.4.5	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.	413188
3.5	The Chair's role is to ensure the integrity of the Board's process and to represent the Board to outside parties.	396950

Description : Identify Board Officer and Liaison Roles - DISCUSSION

Details : According to the District Governing Board annual Calendar for December, the Board requested the Board Officer and Liaison Roles be discussed. District Governing Board Policy 3.5 covers the the broad scope of responsibility each role entails.

As required by A.R.S. §15-1443(B), the Board will elect a Chair and Secretary every January. In 2013 Mr. Ray Sigafoos was elected Chair and Dr. Pat McCarver elected Secretary. The expectation is to serve a two-year term; however, the Board may decide otherwise and elect a new Chair and Secretary every January.

The Board Chair will appoint Board Liaisons for one-year terms at the January or February meeting. Current liaisons are:

- Foundation Liaison - Dr. Pat McCarver
- AADGB Representative - Dr. Dale Fitzner
- Board Spokesperson - Mr. Herald Harrington

Attachments :

Title	Created	Filename
PolicyBranch 3.5.pdf	Nov 22, 2013	PolicyBranch 3.5.pdf

3.5 Board Chair and Other Officer Roles

Rev Date : Rev No : Ref No
10/4/2012 4 39695

The Chair's role is to ensure the integrity of the Board's process and to represent the Board to outside parties.

3.5.1 Job Output

Rev Date : Rev No : Ref No
1/16/2013 5 42914

The job output of the Chair shall be to see that the Board behaves consistent with its own policies and those legitimately imposed upon it from outside the organization.

3.5.1.1 Meeting Discussion Content

Rev Date : Rev No : Ref No
10/4/2012 4 39695

Meeting discussion content shall be those issues which, according to Board Policy 3.4.3.2, clearly belong to the Board to decide, not the President.

3.5.1.2 Deliberation

Rev Date : Rev No : Ref No
11/22/2005 2 4109

Deliberation shall be timely, fair, orderly, and thorough, but also efficient, limited to time, and kept to the point.

3.5.1.3 Behavior

Rev Date : Rev No : Ref No
4/23/2008 3 82593

The Chair shall ensure that any violations of the Board's policies concerning individual and group behavior are addressed promptly and in an appropriate manner.

3.5.2 Chair Decision Authority

Rev Date : Rev No : Ref No
10/4/2012 4 39695

The Chair has the authority to make all decisions that fall within any reasonable interpretation of the Board's Governance Process and on the Board-President Linkage policies.

The Chair does not have the authority to make decisions that fall within the Board's Ends or Executive Limitations policies. Therefore, the Chair has no authority to supervise or direct the President.

3.5.2.1 Chairing Meetings

Rev Date : Rev No : Ref No
1/17/2008 3 71125

The Chair is empowered to chair Board meetings with all of the commonly accepted power of that position (e.g., ruling, recognizing) using the Roberts Rules of Order as a guide for running meetings.

3.5.2.2 Outside Parties

Rev Date : Rev No : Ref No
3/27/2007 3 26057

The Chair shall represent the Board to outside parties in announcing Board-stated positions and in stating Chair decisions and interpretations within the area delegated to her or him.

3.5.2.3 Delegation of Authority

The Chair may delegate his or her authority at any time, but remains accountable for its use. The Yavapai College District Governing Board members hereby delegate to the Chair or his or her designee the authority to sign on behalf of the Board and/or Yavapai College such documents as have been approved by the Board at a legal meeting.

3.5.3 Board Chairs Role in Monitoring

The Chair shall ensure the conduct of Board self-evaluation in accordance with Policy 3.1.4.

3.5.4 Secretary

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.

3.5.5 Board Liaisons

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 committee. Board liaisons should provide advice and input to their assigned committee, especially in terms of Board policies. Upon request, Board liaisons provide written or oral reports on the progress of their assigned committee. The positions are:

- 1) Foundation Liaison
- 2) AADGB Representative
- 3) Board Spokesperson

3.5.5.1 Board Spokesperson

The Spokesperson is the formal conduit for the District Governing Board and is responsible for communicating as the Board representative with the public and the media - newspaper, radio, television, etc. The Spokesperson shall speak with one voice on behalf of the Board, instead of communicating his or her personal views on matters. If appropriate in the Chair's judgment, the Chair may designate at any time another Board member to serve as an adjunct Spokesperson on a specific matter or matters or for a specific period of time.

Presenter : Ray Sigafoos

Start Time : 3:05 PM

Item No : 22

Proposed By : Ray Sigafoos

Time Req : 15

Proposed : 11/18/2013

Item Type : Information Item

Policy No.	Description	Ref No
3.2.1.1	<p>Shall strive to appropriately balance the importance of local responsiveness and control within the context of statewide needs and issues and commits to cooperating with all other Arizona community colleges through meaningful dialogue and open sharing of information in order to:</p> <p>a) Align the Ends of Yavapai College with efforts to meet the learning needs of all Arizona's communities efficiently and effectively. b) Assist one another in meeting high standards of public accountability. c) Build the capacities of all our institutions.</p>	396932

Description : Proposed Ownership Linkage Survey Plan - INFORMATION, DISCUSSION AND/OR DECISION

Details : Dr. Clint Ewell, Vice President for Finance and Administrative Services, will present a proposal for a District Governing Board Ownership Linkage Survey to be conducted during the Spring of 2014. (this item was postponed from the November agenda)

Attachments :

Title	Created	Filename
DGB Survey.pdf	Nov 22, 2013	DGB Survey.pdf

We need your input! The Yavapai College District Governing Board is responsible for governing on behalf of and is responsible to the taxpayers of Yavapai County. Please take five minutes to complete and return this brief survey in the self-addressed envelope provided, or online at www.yc.edu/Ends Survey.

As you complete the following survey, please note that the District Governing Board has decided that the primary purpose of Yavapai College is to equip Yavapai County communities with the skills needed to create a sustainable economic and cultural environment, at a justifiable cost.

Please tell us the extent to which you agree with the following statements:

1. Yavapai College should help job seekers acquire the qualifications, skills, and knowledge needed to obtain a job or to progress in their career.
Disagree Somewhat Disagree Neutral Somewhat Agree Agree

2. In addition to awarding certificates and degrees, Yavapai College should prepare students to be successful at their next school should the students decide to pursue additional academic credentials.
Disagree Somewhat Disagree Neutral Somewhat Agree Agree

3. Yavapai College should provide affordable access to a variety of high-quality learning opportunities to people of all ages, whether to earn a degree or for personal enrichment (aka fun).
Disagree Somewhat Disagree Neutral Somewhat Agree Agree

4. Yavapai College should use its educational resources to help attract new business to Yavapai County.
Disagree Somewhat Disagree Neutral Somewhat Agree Agree

5. Yavapai College should enhance residents' access to a vibrant social and cultural life.
Disagree Somewhat Disagree Neutral Somewhat Agree Agree

6. Per tax Foundation.org, Arizona has 5th lowest property tax burden in the country. Yavapai College's tax rate is near the middle of Arizona community colleges. I believe I receive good value from this portion of my property tax bill.
Disagree Somewhat Disagree Neutral Somewhat Agree Agree

7. Yavapai College is making Yavapai County a better place to learn, to work, and to live.
Disagree Somewhat Disagree Neutral Somewhat Agree Agree

Please tell us a little about yourself:

8. I am (circle one)
 - a. Male Female
 - b. Under 35 years old 35-55 years old Over 55 years old

9. I have lived in Yavapai County for (circle one)
 - c. Less than 5 years
 - d. 6-10 years
 - e. 10-20 years
 - f. Over 20 years

In the past 3 years, I, or one of my family members, have participated in one of the following YC programs, services, or activities

If Yes, how satisfied were you?

	Yes	No	Dissatisfied	Somewhat Dissatisfied	Neutral	Somewhat Satisfied	Satisfied
a. Attended Pre-school at the Family Enrichment Center							
a. Earned college credit while in high school							
b. Earned a general equivalency diploma (GED)							
c. Took a class for credit							
d. Took a non-credit class through the Osher Lifelong Learning Institute (OLLI) and/or Community Education							
e. Participated in an economic development meeting where a YC employee was present							
f. Utilized the Small Business Development Center services							
g. Visited a YC Library							
h. Used a YC Computer lab							
i. Viewed an exhibit at a YC Art Gallery							
j. Attended a YC athletic event (soccer, volleyball, softball, baseball)							
k. Used exercise/ recreation facilities (weight room, pool, tennis court, nature trail)							
l. Attended a meeting at one of YC's facilities							
m. Visited the Sculpture Garden on the Prescott Campus							
n. Attended Performing Arts Center event (graduation, live entertainment, satellite event, movie, or TV)							
o. Attended Verde Valley event at the Mabery Pavilion or Community Room							
p. Participated in a children's event (Thumb Butte Speech Festival, 6 th grade math contest, School Matinee Series, College for Kids, robotics camp, athletic camp, etc.)							
q. Attended Art a la Carte or Literary Southwest lecture							
r. Travelled with an Adventures Trip							
s. Other _____							

In addition to Education, Economic Development, and Cultural Activities, please tell us if there is any other goals the college should be pursuing:

Please tell us if there is anything we could do better: _____

Please provide your email address if you would like to be entered in a drawing for an iPad: _____

The YC Foundation has graciously agreed to offer an iPad as an incentive to participate in this important survey.

Methodology:

Option A:

Assuming response rate of 10%, send survey with self-addressed envelope to 7700 households, proportionately distributed throughout the county.

Focus on East and west county feedback, rather than individual towns.

Hire company to help us develop representative mailing list

Manage through YC Institutional Research department

Approximate costs <\$15,000

Option B:

Work with Hanover Research...

Option C:

Develop RFP and solicit bids from Public Opinion Company to help develop survey and manage data collection and interpretation process.

Presenter : Ray Sigafoos

Start Time : 3:20 PM

Item No : 23

Proposed By : Ray Sigafoos

Time Req : 5

Proposed : 11/18/2013

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 committee. Board liaisons should provide advice and input to their assigned committee, especially in terms of Board policies. Upon request, Board liaisons provide written or oral reports on the progress of their assigned committee. The positions are:</p> <ol style="list-style-type: none">1) Foundation Liaison2) AADGB Representative3) Board Spokesperson	436609

Description : Reports from Board Liaisons - Arizona Association for District Governing Boards (AADGB); Arizona Community Colleges Trustees (ACCT); and Yavapai College Foundation - INFORMATION

Details : Arizona Association for District Governing Boards (AADGB) - Dr. Dale Fitzner

Association of Community Colleges Trustees (ACCT) - Dr. Dale Fitzner

Yavapai College Foundation - Dr. Patricia McCarver

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 3:25 PM

Item No : 24

Proposed By : Ray Sigafoos

Time Req : 0

Proposed : 11/18/2013

Item Type : Heading

Policy No.	Description	Ref No
3.4	<p>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.</p>	26041

Description : OTHER INFORMATION - HEADING

Details :

Attachments :

No Attachments

Presenter : Ray Sigafoos
Proposed By : Ray Sigafoos
Proposed : 11/18/2013

Start Time : 3:25 PM
Time Req : 5
Item Type : Information Item

Item No : 25

Policy No.	Description	Ref No
3.2.1	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.	470151

Description : Correspondence to the Board - RECEIPT

Details :

Attachments :

No Attachments

Presenter : Ray Sigafoos
Proposed By : Ray Sigafoos
Proposed : 11/18/2013

Start Time : 3:30 PM
Time Req : 5
Item Type : Decision Item

Item No : 26

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.	26041

Description : Dates and Places of Future Meetings - DISCUSSION

Details : Board Members will review and confirm meeting dates, times, and locations for the District Governing Board calendar - attached.

2013 Calendar invites Board Members to:

- Holiday Social immediately following this Board meeting
- Attend the Nursing Pinning Ceremony on Friday, December 13, 2013 at 3:00 p.m. in the Performing Arts Center.

2014 Calendar reviews District Governing Board meeting dates and locations.

Attachments :

Title	Created	Filename
Proposed Dates and Places of Future Meetings 2013-1.pdf	Dec 02, 2013	Proposed Dates and Places of Future Meetings 2013-1.pdf
2014- Proposed Dates and Places of Future Meetings.pdf	Dec 02, 2013	2014- Proposed Dates and Places of Future Meetings.pdf

PROPOSED DATES AND PLACES OF FUTURE MEETINGS 2013

TYPE OF MEETING	DATE/DAY/TIME/LOCATION
Regular Board Meeting	January 11, 2013, Friday, 1:00 p.m. Location: Prescott Valley Auditorium/Council Chambers
Open House- Social Event No business of the public body will be discussed and no action will be taken.	January 25, 2013, Friday, 2:00 p.m. Executive Assistant's Retirement Event Location: Prescott Campus – Building 32
Work Session	February 5, 2013, Tuesday, 11:15 a.m. Budget Work Session – 11:15 a.m. – 12:30 a.m. Location: Prescott Campus Building 32, Rm 119
Regular Board Meeting	Board Meeting – 1:00 p.m. Location: Prescott Campus–Rock House
Special Board Meeting – Higher Learning Commission Accreditation	March 5, 2013, Tuesday, 11:00 a.m. Briefing Session – 11:00 a.m. – 11:30 a.m. Meeting Higher Learning Commission Site Team Location: Prescott Campus – Building 32, Rm 119 11:30 a.m. – 12:15 a.m. Location: Prescott Campus – Building 32, Rm 119
Regular Board Meeting	March 5, 2013, Tuesday, 1:00 p.m. * Location: Prescott Campus – Rock House
Regular Board Meeting	April 16, 2013, Tuesday, 1:00 p.m. * Location: Verde Valley Campus, Building M, Rm 137
Regular Board Meeting	May 14, 2013, Tuesday, 1:00 p.m. Location: Prescott Campus–Rock House
Northern Arizona Regional Training Academy (NARTA) Commencement	May 9, 2013 Location: Prescott Campus - Performance Hall
Verde Valley Commencement	May 10, 2013 Location: Verde Valley Campus
Nursing Pinning Ceremony	May 11, 2013 Location: Prescott Campus - Performance Hall
Prescott Commencement	May 11, 2013 Location: Prescott Campus - Performance Hall
Regular Board Meeting	June 11, 2013, Tuesday, 1:00 p.m. Location: Prescott Campus – Rock House
JULY, 2013 No Board Meeting	
Regular Board Meeting	August 6, 2013, Tuesday, 1:00 p.m. Location: Career & Technical Education Center (CTEC), Rm 144
Board Retreat - Strategic Planning	September 9, 2013 Monday, 10:00 a.m. Location: Prescott Campus – Rock House
Board Retreat – Strategic Planning	September 10, 2013, Tuesday, 10:30 a.m.
Regular Board Meeting	1:00 p.m. Location: Verde Valley Campus, Building M, Rm 137
Pavilion Dedication	5:00 p.m. Location: Verde Valley Campus, Pavilion
3 rd Annual Community College Governing Board & State Legislator Summit	September 20, 2013, Friday, 11:30 a.m. Location: Coconino Community College 2800 S. Lone Tree, Flagstaff, AZ
Campus Master Plan – Open Forum	October 10, 2013, Thursday 11:00 a.m. Location: Verde Valley Campus, Building M, Room 137
Campus Master Plan – Open Forum	October 11, 2013, Friday 11:00 a.m. Location: Prescott Campus, 19-147
Regular Board Meeting	October 15, 2013, Tuesday, 1:00 p.m. Location: Chino Valley Agribusiness Center, Rm 120&121
Regular Board Meeting	November 12, 2013, Tuesday, 1:00 p.m. Location: Prescott Campus – Rock House
Southwest Wine Center Groundbreaking Ceremony	November 19, 2013, Tuesday, 11:00 a.m. Location: Verde Valley Campus
Arizona Commission for Postsecondary Education's Developing Arizona's Human Capital Conference	November 21-22, 2013 Location: Renaissance Hotel
Northern Arizona Regional Training Academy (NARTA) Commencement	December 5, 2013, Thursday, 11:00 a.m. Location: Prescott Campus - Performance Hall
Regular Board Meeting	December 10, 2013, Tuesday, 1:00 p.m. Location: Prescott Valley Campus, Room 110 & 111
District Governing Board Holiday Social	December 10, 2013, Tuesday, Immediately Following Regular Board Meeting Location: Prescott
Nursing Pinning Ceremony	December 13, 2013, Friday, 3:00 p.m. Location: Prescott Campus - Performance Hall

* **March 5, 2013 (First Tuesday of the Month) changed due to Spring Break scheduled for March 11th – 15th**

* **April 16, 2013 (Third Tuesday of the Month) - Mr. Sigafos is requesting third Tuesday of the month, due to his tax season workload.**

PROPOSED DATES AND PLACES OF FUTURE MEETINGS 2014

TYPE OF MEETING	DATE/DAY/TIME/LOCATION
Regular Board Meeting	January 14, 2014, Tuesday, 1:00 p.m. Location: Prescott Campus–Rock House
Regular Board Meeting and Budget Work Session	February 4, 2014, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House
Regular Board Meeting	March 4, 2014, Tuesday, 1:00 p.m. * Location: Sedona
Regular Board Meeting	April 15, 2014, Tuesday, 1:00 p.m.* Location: Prescott Campus-Rock House
Northern Arizona Regional Training Academy (NARTA) Commencement	May 8, 2014, Thursday Location: Prescott Campus - Performance Hall
Verde Valley Commencement	May 9, 2014, Friday Location: Verde Valley Campus
Nursing Pinning Ceremony	May 10, 2014, Saturday Location: Prescott Campus - Performance Hall
Prescott Commencement	May 10, 2014, Saturday Location: Prescott Campus - Performance Hall
Regular Board Meeting	May 13, 2014, Tuesday, 1:00 p.m. Location: Career & Technical Education Center (CTEC) Room 144
Regular Board Meeting	June 10, 2014, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House
JULY 2014 – NO BOARD MEETING	
Regular Board Meeting	August 12, 2014, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House
Board Retreat - Strategic Planning	September 8, 2014, Monday - TBD Location:
Regular Board Meeting	September 9, 2014, Tuesday, 1:00 p.m. Location:
Regular Board Meeting	October 14, 2014, Tuesday, 1:00 p.m. Location: Chino Valley Agribusiness Center Room 120 & 121
Regular Board Meeting	November 11, 2014, Tuesday, 1:00 p.m. Location:
Northern Arizona Regional Training Academy (NARTA) Commencement	December 2014 - TBD Location: Prescott Campus - Performance Hall
Nursing Pinning Ceremony	December 2014 - TBD Location: Prescott Campus - Performance Hall
Annual Board Retreat	December 2014 - TBD Location: Prescott Campus – Rock House
Regular Board Meeting	December 9, 2014, Tuesday, 1:00 p.m. Location: Prescott Campus – Rock House

* February 4, 2014 (First Tuesday of the Month) changed due to out of state conferences

* March 4, 2014 (First Tuesday of the Month) changed due to Spring Break scheduled for March 10th – 14th

* April 15, 2013 (Third Tuesday of the Month) - Mr. Sigafos is requesting third Tuesday of the month, due to his tax season workload.

Presenter : Ray Sigafoos

Start Time : 3:35 PM

Item No : 27

Proposed By : Ray Sigafoos

Time Req : 1

Proposed : 11/26/2013

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.	26041

Description : ADJOURNMENT OF REGULAR MEETING - PROCEDURAL

Details :

Attachments :

No Attachments