



**Revised Board Meeting  
Agenda Summary  
District Governing Board Regular Meeting  
Tuesday, June 09, 2015  
1:15 PM**

Prescott - Susan N. Webb Community Room 19-147  
1100 E. Sheldon Street  
Prescott, Arizona

*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	1:15 PM	564273
2	Call to Order - PROCEDURAL	0	1:15 PM	564274
3	Pledge of Allegiance - PROCEDURAL	1	1:15 PM	564275
4	Welcome to Guests and Staff - PROCEDURAL	1	1:16 PM	564276
5	Approval of May 19, 2015 District Governing Board Budget Workshop and Regular Meeting Minutes - DISCUSSION AND DECISION	3	1:17 PM	564277
6	Adoption of Agenda - DECISION	5	1:20 PM	564278
7	CONSENT AGENDA - HEADING	0	1:25 PM	564282
8	Receipt of Report on Revenues and Expenditures - May 2015 - RECEIPT, DISCUSSION, AND/OR DECISION	1	1:25 PM	564283
9	Receipt of the President's Monthly Monitoring Report - Executive Limitations 2.3.1 - Budget Deviation - May 2015 - RECEIPT, DISCUSSION, AND/OR DECISION	5	1:26 PM	564284

Item No.	Item	Time Req.	Start Time	Ref No.
10	Receipt of the President's Monthly Monitoring Report - Executive Limitations 2.3.2 - Reserves - May 2015 - RECEIPT, DISCUSSION, AND/OR DECISION	5	1:31 PM	564285
11	POLICY ISSUES - HEADING	0	1:36 PM	576879
12	For Consideration of Approval of Public and Charter School Dual Enrollment Intergovernmental Agreements with Yavapai Community College District -RECEIPT, DISCUSSION, AND/OR DECISION	2	1:36 PM	564286
13	For Consideration for Approval of the First Amendment to Lease for Property located at Joslin-Whipple Subdivision - RECEIPT, DISCUSSION, AND/OR DECISION	1	1:38 PM	575725
14	INFORMATION - HEADING	0	1:39 PM	564288
15	Presentation of Recommendations by the Verde Valley Board Advisory Committee (VVBAC) - INFORMATION AND DISCUSSION	5	1:39 PM	576816
16	Information from the President to Include: Yavapai College Baseball; Top-Ranked Arizona Community College Affordable Online Classes; DK Ranch Proposal; College For Kids; College Highlights; Facilities Management News; and Other Related Issues - INFORMATION AND/OR DISCUSSION	15	1:44 PM	564289
17	Information from Instruction and Student Development to Include: Update on The Lead Program; and Other Related Issues - INFORMATION AND/OR DISCUSSION	10	1:59 PM	564290
18	SHORT RECESS - PROCEDURAL	10	2:09 PM	564292
19	MONITORING REPORTS - HEADING	0	2:19 PM	564293
20	Receipt of President's Monitoring Report - Executive Limitation 2.3 - Financial Management - MONITORING, DISCUSSION, AND/OR DECISION	5	2:19 PM	564294
21	OWNERSHIP LINKAGE - HEADING	0	2:24 PM	564297
22	Reports from Board Liaisons - Arizona Association for District Governing Boards (AADGB); Verde Valley Board Advisory Committee (VVBAC); and Yavapai College Foundation - INFORMATION AND/OR DISCUSSION	5	2:24 PM	564300
23	OTHER INFORMATION - HEADING	0	2:29 PM	564301
24	Correspondence to the Board - RECEIPT	5	2:29 PM	564302
25	Proposed Dates and Places of Future Meetings for the Remainder of 2015 - DISCUSSION AND/OR DECISION	5	2:34 PM	564304
26	EXECUTIVE SESSION - A.R.S. §38-431.03(A)(3), Receive Legal Advice Regarding Policy 2.1.1.Due Diligence Review; and, A.R.S. §38-431.03(A)(1), Review of President's Annual Evaluation, Compensation, and Employment Agreement - PROCEDURAL	45	2:39 PM	564305
27	Convene in Public Session with Possible Action RE: President's Evaluation, Compensation, and Employment Agreement as a Result of Executive Session - DECISION	5	3:24 PM	564306
28	ADJOURNMENT OF REGULAR MEETING - PROCEDURAL	1	3:29 PM	564307

**Presenter :** Patricia McCarver

**Start Time :** 1:15 PM

**Item No :** 1

**Proposed By :** Patricia McCarver

**Time Req :** 0

**Proposed :** 3/23/2015

**Item Type :** Heading

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

**Description :** CALL TO ORDER - HEADING

**Details :**

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver

**Start Time :** 1:15 PM

**Item No :** 2

**Proposed By :** Patricia McCarver

**Time Req :** 0

**Proposed :** 3/23/2015

**Item Type :** Procedure Item

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

**Description :** Call to Order - PROCEDURAL

**Details :**

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver  
**Proposed By :** Patricia McCarver  
**Proposed :** 3/23/2015

**Start Time :** 1:15 PM  
**Time Req :** 1  
**Item Type :** Procedure Item

**Item No :** 3

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

**Description :** Pledge of Allegiance - PROCEDURAL

**Details :**

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver  
**Proposed By :** Patricia McCarver  
**Proposed :** 3/23/2015

**Start Time :** 1:16 PM  
**Time Req :** 1  
**Item Type :** Procedure Item

**Item No :** 4

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

**Description :** Welcome to Guests and Staff - PROCEDURAL

**Details :** Chair McCarver will welcome all guests and staff.

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver

**Start Time :** 1:17 PM

**Item No :** 5

**Proposed By :** Patricia McCarver

**Time Req :** 3

**Proposed :** 3/23/2015

**Item Type :** Discussion

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

**Description :** Approval of May 19, 2015 District Governing Board Budget Workshop and Regular Meeting Minutes - DISCUSSION AND DECISION

**Details :** To affirm discussion and record of actions and motions made and approved by the District Governing Board at the May 19, 2015 District Governing Board Budget Workshop and 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 decision approved by the District Governing Board.(Executive Session minutes are confidential by statute and are; therefore, not included in public documents.)

**Attachments :**

Title	Created	Filename
Unapproved Special Workshop Minutes -5-19-15.pdf	Jun 04, 2015	Unapproved Special Workshop Minutes -5-19-15.pdf
Unapproved Regular Meeting Minutes -5-19-15.pdf	Jun 04, 2015	Unapproved Regular Meeting Minutes -5-19-15.pdf



# Yavapai College District Governing Board

## Board Budget Workshop Unapproved Minutes of Budget Workshop

Tuesday, May 19, 2015

10:30 AM

Prescott Campus - Building 32, Room 119  
1100 E. Sheldon Street  
Prescott, Arizona

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

### **Members Present:**

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

### **Administration Present:**

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

### **1. CALL TO ORDER - HEADING**

#### **2. Call to Order – PROCEDURAL**

Chair McCarver called the Yavapai College District Governing Board meeting to order at 10:30 a.m.

#### **3. Adoption of Agenda – DECISION**

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

### **4. POLICY - HEADING**

#### **5. Review of Yavapai College FY 2015-2016 Preliminary Budget - INFORMATION AND/OR DISCUSSION**

Dr. Clint Ewell, Vice President for Finance and Administrative Services, reviewed the Annual Budget process for the FY 2015-2016 (see attached Budget Workshop PowerPoint and Budget Workshop Book).

- January Environmental Scan & Assumptions
  - o Member McCasland requested to review information on number of classes cancelled by campus/site.
  - o Chair McCarver ask for clarification regarding Property Tax Levy vs. Inflation. Dr. Ewell reviewed *the Property Tax in Arizona* power point highlighting that taxpayers may see adjustments in assessed value and/or percentage of tax rate. The County Assessor makes adjustments to property value or tax percentage in order for the tax levy to remain unchanged regardless of economic changes. Yavapai College’s collected tax levy amount remains the same unless the College votes for an increase. The College may receive a property tax funding increase if new construction increases in the county.
  - o Chair McCarver requested a review of Restricted Revenue. Dr. Ewell highlighted State support that is at risk.
- February Capital Budget
  - o Member McCasland requested clarification on what part of the Campus Master Plan was included in the FY 2015-2016 Budget approval. Dr. Ewell referred the Board to review the Preliminary Budget, Five-Year Capital Improvement Plan, page 25. The Board legally is approving only one year of capital improvement for FY 2015-2016, but to maintain fiscal responsibility and stewardship, Administration provides a five year plan to show project progression into future years.
  - o Member McCasland asked if the Board has the authority to remove items from the budget, but not to add items. Legal Counsel clarified that once the budget is approved and published for public review, the Board would then only be able to remove items and not add items. Chair McCarver reminded the Board that now is the time to make adjustments to the budget, because the Budget is obligated to approve a budget to meet the June deadline.
  - o Chair McCarver stated that capital improvement is different from capital (facilities) maintenance. Dr. Ewell clarified that building 15 is combination of improvement and maintenance. Building 15 is due for deferred maintenance under the Facilities Maintenance Plan, which was developed to comply with the Board’s policy to maintain College facilities.
  - o Member McCasland requested more information before approving the capital improvement/maintenance of building 15, such as how was the plan developed, how it fits with courses offered, and how instruction benefits from these changes. She stated that this is nice to have, but not necessary for quality education. Dr. Blacklaw stated that the new program curriculum was presented from Dr. Ralston, Dean of Arts and Humanities, at the February District Governing Board meeting and staff included a synopsis of how capital funding fits with the Board Ends Statements (refer to page 26).
  - o Member Filardo suggested a strategic plan for the building 15 renovation that includes affordable and assessable quality education for all in Yavapai County. He would support funding that demonstrates these qualities.

- Member Sigafos reminded the Board that the Art Program is the fourth largest program at the College and understands the need for improvements and maintenance of building 15.
- March Revenue Proposals
  - Member Filardo asked to review the synopsis of no property tax increase and postponing the capital expense for one year. Dr. Ewell reminded the Board that the capital plan is a one-time expense and postponing this expense would only cover recurring expenses for one year.
- April Preliminary Budget
  - Member McCasland suggests that the Board evaluate the College's reserve requirements and consider using to cover costs rather than approving a property tax increase. Dr. Ewell and staff would not recommend reducing these reserves as that would not be fiscally prudent. Dr. Ewell also reminded the Board that reserves are one-time monies and would not continue for recurring costs; fiscal stewardship requires that the College maintains these reserves and meets industry reserve standards; and meet cash flow challenges of how the County Assessor distributes property tax funds.
  - Dr. Ewell reviewed Revenue Risks and highlighted SB1476: 1% Cap Overview which limits the State paying up to \$1M per county, and requires other "qualifying" local jurisdictions to pay the balance. The College is anticipating this bill to effect the FY 2016-2017 Budget.
  - Member McCasland asked Governor Ducey if he planned to reduce the funding to Yavapai College in the future. The Governor responded with a no and expects funding to continue as he took the heavy hit this year. Dr. Wills is hearing a different message from legislative members.
  - The Board reviewed the costs associated with each Critical New Initiative. Member Filardo clarified that the property tax would cover the new initiatives.
- Other Requested Data
  - Dr. Ewell clarified that the Board's approval of the budget would then require administration to allocate monies to meet Board Ends. Chair McCarver confirmed that the Board approves the total amount of the budget which includes tuition/fees and property tax adjustments, provides direction of large capital investments, and communicates what the Board wants to achieve at what cost. She also reminded the Board that specific details, projects, and programs will be determined under operations by the President and staff.

Dr. McCarver directed the Board members to provide input for the President and staff regarding adjustments to the FY 2015-2016 Budget Proposal at the Regular Board meeting later today. She also reminded the members that by Arizona State statutes, the College's budget must be approved at the June District Governing Board meeting.

**6. SHORT RECESS – PROCEDURAL**

No recess was taken.

**7. POLICY (CONTINUED) – HEADING**

**8. Continued Review of Yavapai College FY 2015-2016 Preliminary Budget - INFORMATION AND/OR DISCUSSION**

**9. ADJOURNMENT OF BUDGET WORKSHOP - PROCEDURAL**

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

Special meeting adjourned at 12:23 p.m.

Respectfully submitted:

\_\_\_\_\_/S/\_\_\_\_\_  
Ms. Karen Jones, Recording Secretary

Date: June 9, 2015

\_\_\_\_\_/S/\_\_\_\_\_  
Dr. Patricia McCarver, Chair

\_\_\_\_\_/S/\_\_\_\_\_  
Mr. Steve Irwin, Secretary

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



**Yavapai College District Governing Board  
Regular Board Meeting  
Unapproved Minutes of Regular Meeting  
Tuesday, May 19, 2015  
1:00 PM  
Prescott Campus - Rock House  
1100 E. Sheldon Street  
Prescott, Arizona**

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**Members Present:**

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

**Administration Present:**

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

**1. CALL TO ORDER - HEADING**

**2. Call to Order – PROCEDURAL**

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

**3. Pledge of Allegiance – PROCEDURAL**

The Pledge of Allegiance was led by Member Irwin

**4. Welcome to Guests and Staff – PROCEDURAL**

Chair McCarver welcomed all guests and staff with special recognition of Continuing Contract Faculty and Verde Valley Board Advisory Committee.

**5. Approval of District Governing Board April 14, 2015 Regular Meeting and May 6, 2015 Special Meeting Minutes - DISCUSSION AND/OR DECISION**

Member Irwin moved, seconded by Member Filardo, to approve the District Governing Board April 14, 2015 Regular Meeting and May 6, 2015 Special Meeting Minutes. Motion carried unanimously.

**6. Adoption of Agenda – DECISION**

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

**7. CONSENT AGENDA – HEADING**

Member McCasland requested that all items be removed from consent agenda for discussion.

**8. Receipt of Report on Revenues and Expenditures – Month of April 2015 - RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 15 – 24)**

Member McCasland requested an explanation of receipt of revenue being down and how this effects next year's budget.

Dr. Ewell explained that the planning cycle takes into account budget trends from this year and that the next year budget will be adjusted for any changes that have occurred during the current budget.

Member Sigafoos moved, seconded by Member Filardo, to approve the Report on Revenues and Expenditures - Month of April 2015. Motion carried unanimously.

**9. Receipt of President's Monthly Monitoring Report - Executive Limitation 2.3.1 - Budget Deviation – April 2015 - RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 25-27)**

The President reported compliance.

Member McCasland asked how the College manages the tuition monies collected for 2015 Fall semester.

Mr. Frank D'Angelo, Controller, stated that the monies are held in a deferred account to be utilized for the FY2015-2016 budget.

Member Sigafoos moved, seconded by Member McCasland, to approve the receipt of the President's Monthly Monitoring Report regarding 2.3.1. Motion carried unanimously.

**10. Receipt of President's Monthly Monitoring Report: Executive Limitation 2.3.2 - Reserves – April 2015 - RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 28- 30)**

The President reported compliance.

Member Sigafoos moved, seconded by Member McCasland, to approve the receipt of the President's Monthly Monitoring Report regarding Policy 2.3.2. Motion carried unanimously.

**11. For Consideration For Approval of the Intergovernmental Agreement (IGA) between Superior Court in Yavapai County and Yavapai College to provide a Youth Summer Training and Enrichment Program (YouthSTEP) - RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 31-44)**

Member McCasland asked if this program will be self-funded.

Dr. Wills responded this program will be self-funded.

Member McCasland moved, seconded by Member Filardo, to approve the Intergovernmental Agreement (IGA) between the Superior Court in Yavapai County and Yavapai College to provide a Youth Summer Training and



Enrichment Program. Motion carried four (4) yes votes and one (1) abstention from Member Irwin due to possible conflict.

**12. For Consideration For Approval of Resolution 2015 #02 - Steele Foundation - Possible Gift of Real Property - RECEIPT, DISCUSSION AND/OR DECISION** (refer to Board agenda, pgs. 45-46)

Member Sigafoos moved, seconded by Member Irwin, to approve the Resolution 2015 #02 – Steele Foundation - Possible Gift of Real Property. Motion carried unanimously.

**13. INFORMATION - HEADING**

**14. Recognition of Faculty Members' Advancement to Continuing Contract Status - INFORMATION AND DISCUSSION**

Dr. Stuart Blacklaw, Provost and Vice President for Instruction and Student Development will recognize the following faculty members who have advanced to continuing contract status with Yavapai College:

- Tara O'Neill
- Richard Hartley
- Joanne Oellers
- Cynthia Schroder
- Brandelyn Andres
- Stephen Doyle
- Amber Davies-Sloan
- Mark Muchna

**15. SHORT RECESS - PROCEDURAL**

Recess for Board members to congratulate the faculty members who were advanced to Continuing Contract Status. Meeting recessed at 1:14 p.m.; reconvened at 1:21 p.m.

**16. OWNERSHIP LINKAGE - HEADING**

**17. Presentation by the Verde Valley Board Advisory Committee (VVBAC) - INFORMATION AND DISCUSSION**

The Verde Valley Board Advisory Committee (VVBAC) has been charged to provide advice to the Yavapai College District Governing Board based on objective analysis and feedback from Verde Valley communities.

- Mr. Paul Chevalier, Chair of VVBAC, provided a brief summary of recent committee activity. Also provided a recap of the committee's March recommendations to postpone approval of the capital improvement budget, and increase marketing/recruitment efforts in the Verde Valley. Two new recommendations include amending the Campus Master Plan to remove all language regarding the divesting of the Sedona Center and that the Board not increasing property taxes this year. Mr. Chevalier distributed a handout providing additional information regarding property tax increases. Finally, Mr. Chevalier requested the Board allow the VVBAC to act independently without interference and not utilize the Chair's recommended facilitator.

The Board will reconsider the need of a facilitator for the June 3<sup>rd</sup> VVBAC meeting based upon the outcome of the next VVBAC.

**18. Open Call - PROCEDURAL**

The following requests were received to address the Board regarding:

- Prescott Unified Taxes Limitations and Lack of educational metrics vs. investments - John Lamerson
- Message from Sedona Mayor – Bob Oliphant

**19. INFORMATION (CONTINUED)- HEADING**

**20. Information from the President to Include: 2015 Commencement Ceremonies; President's Monitoring Report 2.2 Board Request; Faculty Summer Institute; Strategic Initiatives; College Highlights; Facilities Management News; and Other Related Information - INFORMATION AND/OR DISCUSSION** (refer to Board agenda, pgs. 51-76)

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

- 2015 Commencement Ceremonies
- President's Monitoring Report 2.2 Compensation and Benefits as requested by the Board – Dr. Wills reported that in 2011 the College had the largest decrease of positions in the Verde Valley area which was heavily influenced by the reduction in state funding
- Faculty Summer Institute was focused on the new Learning Management System (LMS) and provided training for the Fall 2015 transition
- Strategic Initiatives - the Committee is working through the SWOT analysis
- College Highlights - Attached - Information Only
- Facilities Management News - Attached - Information Only
- Other Related Information

**21. Update from Instruction and Student Development to Include: College Honors Program; Foundation Studies; Adjunct Faculty Newsletter; and Other Related Information - INFORMATION AND/OR DISCUSSION** (refer to Board agenda, pgs. 77-86)

Dr. Stuart Blacklaw, Provost and Vice President for Instruction and Student Development, presented the following:

- College Honors Program (CHP) - Jason Whitesitt, Coordinator, highlighted the 2014-2015 activities and shared the YC Honors 14-15 a Year in Reflection video (refer to

<https://www.youtube.com/watch?v=ijhWWauRMuk&feature=youtu.be>)

- Foundation Studies - Dean Holbrook, Dean, provided information for the curriculum programs included in the Foundation division to include First Year Experience, College Honors Program, Dual Enrollment, Adult Basic Education, and Student Success Skills. Mr. Holbrook also shared the successful outcomes from First Year Experience courses and New Student Orientation.
- Adjunct Faculty Newsletter - Attached - Information Only
- Other Related Information – Introduced new Faculty Senate President Professor David Gorman.

**22. POLICY - HEADING**

**23. Role of the District Governing Board RE: Campus Master Plan - DISCUSSION AND/OR DECISION (refer to Board agenda, pg. 87-91)**

During the April 14, 2015 District Governing meeting, the Board requested further discussion regarding their role in changes and updates to the Campus Master Plan.

The Board requested that future changes to the Campus Master Plan will be recognized by the Board through a motion that acknowledges receipt of changes and adjustments of the Campus Master Plan.

Member Sigafoos moved, Member Irwin seconded, to accept the Campus Master Plan revisions as publicized as of April 2015. Motion carried unanimously.

**24. SHORT RECESS – PROCEDURAL**

Meeting recessed at 2:44 p.m.; reconvened at 2:54 p.m.

**25. FY 2015-2016 Preliminary Budget Recap and Budget Workshop Overview - INFORMATION AND/OR DISCUSSION**

Dr. Clint Ewell, Vice President of Finance and Administrative Services, recapped the FY 2015-2016 Preliminary Budget for the Board's consideration.

Dr. McCarver, Board Chair, provided an overview of the District Governing Board Budget Workshop.

The Board members provided the following feedback:

- Member Irwin stated that S.B.1476: 1% Cap Overview is particularly threatening to the budget and would request additional clarification on how the three renovations meet educational Ends
- Member McCasland suggested removing building 15 renovations until the College has a better financial picture and along with the completion of the strategic plan
- Member Filardo suggests shifting building 15 renovations to avoid property tax increase and to address funding risks
- Chair McCarver suggests staff explains the effects on the education programs if the renovations are shifted to future years.
- Member Sigafoos clarified that the property tax proposals will address recurring expenses and continuing operations

**26. MONITORING REPORTS – HEADING**

**27. Receipt of President's Monitoring Report - Executive Limitation 2.0 - MONITORING, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 94-97)**

2.0 Executive Limitations

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

President reports compliance.

Member Sigafoos commented that he was not available to complete the monitoring reports and would vote that the president is in compliance.

Member Sigafoos moved, seconded by Member Irwin, that we have read the President's Monitoring Report regarding Policy 2.0 and sub-policies, and believe that the interpretation of these policies provided are reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with these policies. Therefore, I move that we accept the Monitoring Report for Policy 2.0 and sub-policies. Motion carried with four (4) yes votes and one (1) no vote from Member McCasland.

**28. Receipt of President's Monitoring Report - Executive Limitation 2.1.2 - Treatment of Students - MONITORING, DISCUSSION AND/OR DECISION (refer to Board agenda, pgs. 98-112)**

Executive Limitation 2.1.2 Treatment of Students

The President shall not cause or allow policies and procedures that are illegal, unethical, or not in conformance with college policies or best practices that ensure a college-wide focus on student success.

President reports compliance.

Member Sigafoos commented that he was not available to complete the monitoring reports and would vote that the president is in compliance.

Member Irwin moved, seconded by Member Sigafoos that we have read the President's Monitoring Report regarding Policy 2.1.2, and believe that the interpretation of these policies provided are reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with these policies. Therefore, I move that we accept the Monitoring Report for Policy 2.1.2. Motion carried unanimously.

**29. Board Self-Evaluation of Governing Board Policy 3.0 - Governance Process - MONITORING, DISCUSSION AND/OR DECISION (refer to Board agenda, pgs. 113-114)**

3.0 Governance Process

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

Member Sigafoos commented that he was not available to complete the evaluation and would vote “yes” for all categories.

**30. Board Self-Evaluation of Governance Process 3.4 - Agenda Planning - MONITORING, DISCUSSION AND/OR DECISION** (refer to Board agenda, pgs. 115-122)

Member Sigafoos commented that he was not available to complete the evaluation and would vote “yes” for all categories.

Member McCasland requested additional information regarding safety for employees.

The Chair referred Member McCasland to review President’s Monitoring Report 2.2 presented at the April 14, 2015. Member McCasland suggested that the Board spend more time on procedural and ownership issues; and less time on fluff such as college and student activities. The Board members can read about these activities in the reports and should focus on fiscal responsibility and the wishes of the tax payers.

Member Sigafoos disagreed and stated the Board purpose is education and students.

**31. Board Self-Evaluation - Board-President Linkage 4.5 - President Compensation and Benefits - MONITORING, DISCUSSION AND/OR DECISION** (refer to Board agenda, pgs. 123-124)

Member Sigafoos commented that he was not available to complete the evaluation and would vote “yes” for all categories.

*The Board requested to change the calendar for evaluation of this policy to coincide with the President’s evaluation.*

**32. President’s Evaluation Process- INFORMATION AND DISCUSSION**

Chair McCarver reminded the members that the President’s Evaluation packages have been mailed to each Board member and are due back to Lynne Adams, Legal Counsel. The Board will discuss the compilation with the President at the Executive Session on June 9, 2015

**33. OWNERSHIP LINKAGE (CONTINUED) - HEADING**

**34. Reports from Board Liaisons - Arizona Association for District Governing Boards (AADGB); Verde Valley Board Advisory Committee (VVBAC); and Yavapai College Foundation – INFORMATION AND/OR DISCUSSION**

- Arizona Association for District Governing Boards (AADGB) – Member Sigafoos will be attending the next meeting to be held in July 2015.

- Verde Valley Board Advisory Committee (VVBAC) - Member Filardo stated that the VVBAC Chair and members have presented to the Cottonwood, Sedona, and Big Park City Council meeting regarding the committees work.

- Yavapai College Foundation - Chair McCarver attended the Annual Foundation meeting held on May to celebrate the end of the year.

**35. OTHER INFORMATION - HEADING**

**36. Correspondence to the Board – RECEIPT**

Correspondence received included: Direct mailers highlighting the value of an education at Yavapai College; Community Education catalog; and invitation from Northern Arizona University for President’s Reception.

**37. Planning of September 2015 District Governing Board Retreat - DISCUSSION AND/OR DECISION**

Board members will discuss the planning of the September 2015 District Governing Board Retreat:

- Facilitator

- Proposed Topics

1. Ends Statements Review

2. Receipt of College’s Strategic Plan

3. Data Repository, Benchmarking, and Trends

Member Sigafoos stated that a facilitator is very important to guide a review of the Boards Ends.

Chair McCarver will research facilitators and report back to the Board.

**38. Proposed Dates and Places of Future Meetings for 2015 - RECEIPT, DISCUSSION AND/OR DECISION** (refer to Board agenda, pgs. 137-138)

**39. ADJOURNMENT OF REGULAR MEETING - PROCEDURAL**

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

Regular meeting adjourned at 3:48 p.m.

Respectfully submitted:

\_\_\_\_\_/S/\_\_\_\_\_  
Ms. Karen Jones, Recording Secretary

Date: June 9, 2015

\_\_\_\_\_/S/\_\_\_\_\_  
Dr. Patricia McCarver, Chair

\_\_\_\_\_/S/\_\_\_\_\_  
Mr. Steve Irwin, Secretary

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

**Presenter :** Patricia McCarver

**Start Time :** 1:20 PM

**Item No :** 6

**Proposed By :** Patricia McCarver

**Time Req :** 5

**Proposed :** 3/23/2015

**Item Type :** Decision Item

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

**Description :** Adoption of Agenda - DECISION

**Details :**

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver

**Start Time :** 1:25 PM

**Item No :** 7

**Proposed By :** Patricia McCarver

**Time Req :** 0

**Proposed :** 3/23/2015

**Item Type :** Heading

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"><li>a) Deal with items which the Board has delegated but is required to review or receive by relevant law or contract; and</li><li>b) To escalate the processing of Board decisions which the Chair believes the Board may not need further deliberation.</li></ul>	560679

**Description :** CONSENT AGENDA - HEADING

**Details :**

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver

**Start Time :** 1:25 PM

**Item No :** 8

**Proposed By :** Patricia McCarver

**Time Req :** 1

**Proposed :** 3/23/2015

**Item Type :** Consent Item

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

**Description :** Receipt of Report on Revenues and Expenditures - May 2015 - RECEIPT, DISCUSSION, AND/OR DECISION

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

District Governing Board Detail Budget Report, Expenditures & Vendors - May 2015

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

The report of Revenue and Expenditures for the eleventh month of FY 2014-2015 ending May 31, 2015 is attached. Expenditures are reported on the modified accrual basis of accounting.

**Attachments :**

Title	Created	Filename
Financial Update - May in June.pdf	Jun 02, 2015	Financial Update - May in June.pdf
YCFS May 2015 - Governing Board Budget Report.pdf	Jun 02, 2015	YCFS May 2015 - Governing Board Budget Report.pdf
YCFS May 2015_Summary.pdf	Jun 02, 2015	YCFS May 2015_Summary.pdf

# **YAVAPAI COLLEGE**

## **FINANCIAL UPDATE**

May 2015

### **FY2013-2014 Close and Audit**

- The year-end close for FY2013-2014 was completed in November 2014.
- The audit report (Comprehensive Annual Financial Report) was issued in mid-December 2014 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 FY2013-2014 was discussed with the Board in February 2015.

### **FY 2014-2015 Budget**

#### General Fund

- Total property taxes collected have historically been approximately .4% less than the levy. We expect this trend to continue. In addition, for FY 2014-2015, **YC's collections will be an additional .3% less as a result of a downward adjustment made to Transwestern Pipeline's centrally assessed values.**
- Tuition and fees is projected to be \$175,000 under budget for the fiscal year due to lower than projected enrollments.
- Expenditures are expected to come in under budget for the fiscal year due to vacancy savings and unused contingency budgets.

#### Auxiliary Fund

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

### Unexpended Plant Fund

- Property taxes collected **will be below the District's levy due to the** same reasons as described above for the General Fund.
- The Unexpended Plant Fund currently has a deficit due to a significant amount of Preventative Maintenance and Capital Improvement Projects (CIP) being encumbered for the fiscal year.
- CIP is projected to be over budget for the fiscal year due to work related to the renovations of buildings one, three, and CTEC being shifted from fiscal year 2015-16 to 2014-15. This work shift is necessary in order for the renovations to be completed by the beginning of the fall 2015 semester. The two-year net financial impact to the District is zero, as **next year's budget will be reduced by an** offsetting amount. In other words, the total project costs remain the same, but the expenses are incurred sooner.

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

**For the Eleven Months Ended May 31, 2015  
Fiscal Year 2014-2015**

**District Governing Board**

**Fiscal Year 2014-15 Appropriation:**

**\$ 166,256**

	<b><u>Purpose</u></b>	<b><u>Year-to-Date Expenditures</u></b>	<b><u>Encumbered Obligations</u></b>	<b><u>Total Expenditures/ Encumbrances</u></b>
<b>EXPENDITURES (note 1):</b>				
Salary Expenses	Staff Support	\$ 34,201	\$ 2,879	\$ 37,080
AA Locksmith/Awards	Plaques	424	-	424
Assoc. of Community College Trustees	Membership Dues	5,422	-	5,422
Assoc. of Community College Trustees	Conference Fees	8,560	-	8,560
Arizona Assoc of District Governing Brds	Membership Dues	1,000	-	1,000
Dale Fitzner	Travel	2,249	-	2,249
Gotprint	Printing	928	-	928
IPGA	Membership Dues	350	-	350
Karen Jones	Travel	217	-	217
Larson Newspapers (Red Rock News)	Advertising	559	-	559
Osborn Maledon PA	Attorneys	23,420	16,933	40,353
Ourboardroom Technologies	Software Maintenance	18,500	-	18,500
Out of the Woods Consulting	Consulting	15,394	110	15,504
Patricia McCarver	Travel	842	-	842
Penelope Wills	Travel	2,035	-	2,035
Prescott Comm Access Channel	Membership Dues	135	-	135
Prescott Newspapers, Inc.	Advertising	2,592	-	2,592
Ray Sigafoos	Travel	2,728	-	2,728
Roswell Bookbinding	Board Minutes	520	980	1,500
Sodexo Inc.	Food Supplies	2,135	2,865	5,000
Supplies/Other	Various Vendors	1,620	-	1,620
Thee Place	Food Supplies	196	1,529	1,725
Yavapai Broadcasting	Board Meetings	2,250	750	3,000
YC Printing Services	Printing	3,068	-	3,068
				<u>155,391</u>
<b><u>Verde Valley DGB Advisory Committee</u></b>				
Osborn Maledon PA	Attorneys	5,361	4,639	10,000
Supplies/Other	Various Vendors	58	-	58
Thee Place	Food Supplies	276	-	276
				<u>10,334</u>
<b>Remaining Budget - May 31, 2015</b>				<b><u>\$ 531</u></b>

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



**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT**

**REPORT OF REVENUES AND EXPENDITURES**

**For the Month Ended May 31, 2015 - 91.7% of the Fiscal Year Complete**

**Fiscal Year 2014-2015**

**SUMMARY - ALL FUNDS**

	<u>Year-to-Date Revenues</u>		<u>Year-to-Date Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
<b>REVENUES:</b>					
General Fund	\$ 39,160,401		\$ 39,160,401	\$ 42,197,000	92.8%
Restricted Fund	13,303,867		13,303,867	16,526,900	80.5%
Auxiliary Fund	3,748,438		3,748,438	4,073,900	92.0%
Unexpended Plant Fund	12,563,502		12,563,502	13,789,800	91.1%
Debt Service Fund	6,305,040		6,305,040	6,907,000	91.3%
<b>TOTALS</b>	<u><b>75,081,248</b></u>		<u><b>75,081,248</b></u>	<u><b>83,494,600</b></u>	<u><b>89.9%</b></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>
<b>EXPENDITURES (note 1):</b>						
General Fund	\$ 35,950,207	\$ 2,257,903	\$ 1,392,563	\$ 36,815,547	\$ 42,197,000	87.2%
Restricted Fund	13,329,855	244,148	102,531	13,471,472	16,526,900	81.5%
Auxiliary Fund	3,252,501	151,939	110,467	3,293,973	4,073,900	80.9%
Unexpended Plant Fund	8,552,793	7,345,890	-	15,898,683	13,789,800	115.3%
Debt Service Fund	788,121	5,515,796	-	6,303,917	6,907,000	91.3%
<b>TOTALS</b>	<u><b>61,873,477</b></u>	<u><b>15,515,676</b></u>	<u><b>1,605,561</b></u>	<u><b>75,783,592</b></u>	<u><b>83,494,600</b></u>	<u><b>90.8%</b></u>
<b>SURPLUS/(DEFICIT)</b>				<u><u><b>(702,344)</b></u></u>	<u><u><b>-</b></u></u>	

**COMMENTS:**

Through the eleventh month, 90.8% of budget has been committed (excluding labor encumbrances) compared to 90.0% of revenues received.

The budget currently has a deficit of \$676,356 which is due to the Plant Fund (see page 5 for further details).

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

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT**

**REPORT OF REVENUES AND EXPENDITURES**

**For the Month Ended May 31, 2015 - 91.7% of the Fiscal Year Complete**

**Fiscal Year 2014-2015**

**GENERAL FUND**

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>FY 14/15 Budget</u>	<u>Percent of Budget</u>	<u>FY 14/15 Estimate</u>	<u>Budget to Estimate Variance</u>
<b>REVENUES:</b>							
Primary Property Taxes	\$ 28,344,558		\$ 28,344,558	\$ 31,155,000	91.0%	\$ 30,936,900	\$ (218,100)
Tuition and Fees	11,535,468		11,535,468	11,867,000	97.2%	11,692,000	(175,000)
State Appropriations	887,000		887,000	887,000	100.0%	887,000	-
Other Revenues	370,685		370,685	458,500	80.8%	458,500	-
Interest Income	44,398		44,398	35,000	126.9%	50,000	15,000
Fund Balance Applied to Budget	3,050,667		3,050,667	3,328,000	91.7%	3,328,000	-
General Fund Transfer Out	(5,072,375)		(5,072,375)	(5,533,500)	91.7%	(5,533,500)	-
<b>TOTAL REVENUES</b>	<b>39,160,401</b>		<b>39,160,401</b>	<b>42,197,000</b>	<b>92.8%</b>	<b>41,818,900</b>	<b>(378,100)</b>

	<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>FY 14/15 Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>	<u>FY 14/15 Estimate</u>	<u>Budget to Estimate Variance</u>
<b>EXPENDITURES (note 1):</b>								
Instruction	\$ 15,069,144	\$ 409,248	\$ 228,589	\$ 15,249,803	\$ 16,832,000	90.6%	\$ 16,697,360	\$ (134,600)
Academic Support	3,711,306	271,813	234,306	3,748,813	4,492,000	83.5%	4,424,600	(67,400)
Institutional Support	7,490,477	862,768	441,895	7,911,350	8,520,000	92.9%	8,468,900	(51,100)
Student Services	3,942,982	276,853	239,529	3,980,306	4,697,000	84.7%	4,626,500	(70,500)
Operation/Maintenance of Plant	4,900,273	429,410	243,683	5,086,000	6,123,000	83.1%	6,000,500	(122,500)
Scholarships	755,651	1,750	-	757,401	833,000	90.9%	833,000	-
Public Service	80,374	6,061	4,561	81,874	150,000	54.6%	100,000	(50,000)
Tuition Contingency	-	-	-	-	550,000	0.0%	-	(550,000)
<b>TOTAL EXPENDITURES</b>	<b>35,950,207</b>	<b>2,257,903</b>	<b>1,392,563</b>	<b>36,815,547</b>	<b>42,197,000</b>	<b>87.2%</b>	<b>41,150,860</b>	<b>(1,046,100)</b>
<b>SURPLUS/(DEFICIT)</b>				<b>\$ 2,344,854</b>	<b>\$ -</b>			

**COMMENTS:**

Fourth quarter State Aid was received in April 2015.  
Tuition and Fees revenues above budget due to summer 2015 tuition payments.

The Budget currently has a surplus of \$2,344,854.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Month Ended May 31, 2015 - 91.7% of the Fiscal Year Complete

Fiscal Year 2014-2015

RESTRICTED FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
<b>REVENUES:</b>					
Federal Grants and Contracts	\$ 11,111,729		\$ 11,111,729	\$ 14,224,000	78.1%
State Grants and Contracts	155,805		155,805	225,000	69.2%
Private Gifts, Grants and Contracts	560,511		560,511	625,000	89.7%
Proposition 301 Funds	622,922		622,922	600,000	103.8%
State Appropriation - STEM Workforce	802,900		802,900	802,900	100.0%
Fund Balance Applied to Budget	50,000		50,000	50,000	100.0%
Reimbursement Due	-		-	N/A	N/A
<b>TOTAL REVENUES</b>	<b>13,303,867</b>		<b>13,303,867</b>	<b>16,526,900</b>	<b>80.5%</b>

	<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>
<b>EXPENDITURES (note 1):</b>						
Instruction	\$ 2,452,843	\$ 180,962	\$ 41,479	\$ 2,592,326	\$ 3,294,900	78.7%
Academic Support	-	-	-	-	4,000	0.0%
Student Services	966,332	58,036	55,902	968,466	1,198,000	80.8%
Scholarships	9,805,175	-	-	9,805,175	11,890,000	82.5%
Public Service	105,505	5,150	5,150	105,505	140,000	75.4%
<b>TOTAL EXPENDITURES</b>	<b>13,329,855</b>	<b>244,148</b>	<b>102,531</b>	<b>13,471,472</b>	<b>16,526,900</b>	<b>81.5%</b>
<b>SURPLUS/(DEFICIT)</b>				<b>\$ (167,605)</b>		

**COMMENTS:**

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

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

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT**

**REPORT OF REVENUES AND EXPENDITURES**

**For the Month Ended May 31, 2015 - 91.7% of the Fiscal Year Complete**

**Fiscal Year 2014-2015**

**AUXILIARY FUND**

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>FY 14/15 Budget</u>	<u>Percent of Budget</u>	<u>FY 14/15 Estimate</u>	<u>Budget to Estimate Variance</u>
<b>REVENUES:</b>							
Residence Halls and Summer Conferences	\$ 1,072,420		\$ 1,072,420	\$ 1,149,000	93.3%	\$ 1,149,000	\$ -
Bookstore Rental and Commissions	187,231		187,231	210,000	89.2%	210,000	-
Food Services Sales	32,503		32,503	40,000	81.3%	36,000	(4,000)
Vending	33,724		33,724	33,000	102.2%	35,000	2,000
Edventures	328,119		328,119	198,000	165.7%	330,000	132,000
Community Events	432,036		432,036	520,000	83.1%	490,000	(30,000)
Regional Economic Development Center - Training	42,470		42,470	136,200	31.2%	65,200	(71,000)
Family Enrichment Center	519,560		519,560	533,000	97.5%	541,000	8,000
Winery - Tasting Room	1,900		1,900	20,000	9.5%	5,000	(15,000)
Yavapai College Foundation	286,473		286,473	435,000	65.9%	365,000	(70,000)
Other	291,427		291,427	231,800	125.7%	300,000	68,200
Fund Balance Applied to Budget	183,333		183,333	200,000	91.7%	200,000	-
General Fund Transfer In	704,642		704,642	768,700	91.7%	768,700	-
Auxiliary Fund Transfer Out	(367,400)		(367,400)	(400,800)	91.7%	(400,800)	-
<b>TOTAL REVENUES</b>	<b>3,748,438</b>		<b>3,748,438</b>	<b>4,073,900</b>	<b>92.0%</b>	<b>4,094,100</b>	<b>20,200</b>

	<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>FY 14/15 Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>	<u>FY 14/15 Estimate</u>	<u>Budget to Estimate Variance</u>
<b>EXPENDITURES (note 1):</b>								
Instruction	\$ 72,338	\$ 258	\$ -	\$ 72,596	\$ 49,100	147.9%	\$ 75,000	\$ 25,900
Student Services	517,015	38,937	30,663	525,289	611,400	85.9%	600,000	(11,400)
Auxiliary Enterprises	1,017,502	56,909	43,758	1,030,653	1,346,000	76.6%	1,275,000	(71,000)
Public Service	773,621	55,835	36,046	793,410	1,016,100	78.1%	916,100	(100,000)
Facilities & Administrative Allocation Expense	872,025	-	-	872,025	951,300	91.7%	951,300	-
Contingency	-	-	-	-	100,000	0.0%	-	(100,000)
<b>TOTAL EXPENDITURES</b>	<b>3,252,501</b>	<b>151,939</b>	<b>110,467</b>	<b>3,293,973</b>	<b>4,073,900</b>	<b>80.9%</b>	<b>3,817,400</b>	<b>(256,500)</b>
<b>SURPLUS/(DEFICIT)</b>				<b>\$ 454,465</b>	<b>\$ -</b>			

**COMMENTS:**

Edventures sales and related expenditures are ahead of budget due to the October 2014 Spain trip exceeding projections. Note, Edventures expenditures are part of Auxiliary Enterprises. Regional Economic Development Center - Training revenue is significantly under budget, however, expenditures are under budget as well. A small net surplus is expected for the fiscal year. Instruction expense above budget due to more involved and multiple musical productions.

The Budget currently has a surplus of \$454,465.

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

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT**

**REPORT OF REVENUES AND EXPENDITURES**

**For the Month Ended May 31, 2015 - 91.7% of the Fiscal Year Complete**

**Fiscal Year 2014-2015**

**UNEXPENDED PLANT FUND**

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>	<u>FY 14/15 Estimate</u>	<u>Budget to Estimate Variance</u>
<b>REVENUES:</b>							
Primary Property Taxes	\$ 9,189,631		\$ 9,189,631	\$ 10,098,800	91.0%	\$ 10,028,100	\$ (70,700)
Yavapai College Foundation Donation	265,000		265,000	325,000	81.5%	265,000	(60,000)
Investment Income	20,917		20,917	18,000	116.2%	25,000	7,000
Other	37,287		37,287	20,000	186.4%	40,000	20,000
General Fund Transfer In	3,050,667		3,050,667	3,328,000	91.7%	3,328,000	-
<b>TOTAL REVENUES</b>	<b>12,563,502</b>		<b>12,563,502</b>	<b>13,789,800</b>	<b>91.1%</b>	<b>13,686,100</b>	<b>(103,700)</b>

	<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>	<u>FY 14/15 Estimate</u>	<u>Budget to Estimate Variance</u>
<b>EXPENDITURES (note 1):</b>								
Preventative Maintenance	\$ 2,100,667	\$ 1,184,750	\$ -	\$ 3,285,417	\$ 3,020,000	108.8%	\$ 3,300,000	\$ 280,000
Unplanned Maintenance	211,237	55,155	-	266,392	500,000	53.3%	350,000	(150,000)
Capital Improvement Projects	4,424,652	5,756,280	-	10,180,932	6,781,900	150.1%	10,200,000	3,418,100
Capital Improvements - Future Projects	-	-	-	-	40,200	0.0%	-	(40,200)
Equipment	1,591,488	224,287	-	1,815,775	2,309,400	78.6%	2,000,000	(309,400)
Furniture and Fixtures	105,076	93,991	-	199,067	250,000	8.6%	210,000	(40,000)
Library Books	74,936	31,427	-	106,363	98,700	42.5%	105,000	6,300
Principal/Interest on Capital Leases	44,737	-	-	44,737	42,300	105.8%	44,700	2,400
Operating Contingency	-	-	-	-	500,000	0.0%	-	(500,000)
Property Tax Contingency	-	-	-	-	247,300	0.0%	-	(247,300)
<b>TOTAL EXPENDITURES</b>	<b>8,552,793</b>	<b>7,345,890</b>	<b>-</b>	<b>15,898,683</b>	<b>13,789,800</b>	<b>115.3%</b>	<b>16,209,700</b>	<b>2,419,900</b>
<b>SURPLUS/(DEFICIT)</b>				<b>(3,335,181)</b>	<b>-</b>			

**COMMENTS:**

The Budget currently has a deficit of \$3,335,181 as a result of several significant projects being encumbered for the fiscal year.

Total expenditures and encumbrances are currently at 115.3% of budget due to a significant amount of work related to the renovations of buildings 1, 3, and CTEC occurring prior to June 30, 2015, but being budgeted in the next fiscal year (2015-16). This work shift is necessary in order for the renovations to be completed by the beginning of the fall 2015 semester. The overall financial impact is zero as the fiscal year 2015-16 budget will be reduced accordingly.

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

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT**

**REPORT OF REVENUES AND EXPENDITURES**

**For the Month Ended May 31, 2015 - 91.7% of the Fiscal Year Complete**

**Fiscal Year 2014-2015**

**DEBT SERVICE FUND**

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
<b>REVENUES:</b>					
Secondary Property Taxes	\$ 4,603,005		\$ 4,603,005	\$ 5,059,400	91.0%
Investment Income	8,382		8,382	10,000	83.8%
General Fund Transfer In	1,317,067		1,317,067	1,436,800	91.7%
Auxiliary Fund Transfer In	367,400		367,400	400,800	91.7%
Other Revenues	9,186		9,186	-	100.0%
<b>TOTAL REVENUES</b>	<b>6,305,040</b>		<b>6,305,040</b>	<b>6,907,000</b>	<b>91.3%</b>

	<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>
<b>EXPENDITURES (note 1):</b>						
General Obligation Bonds						
Principal Payments	\$ -	\$ 3,730,833	\$ -	\$ 3,730,833	\$ 4,070,000	91.7%
Interest Payments	482,700	402,250	-	884,950	965,400	91.7%
Pledged Revenue Obligations						
Principal Payments	-	866,250	-	866,250	945,000	91.7%
Interest Payments	245,840	204,977	-	450,817	491,800	91.7%
Revenue Bonds						
Principal Payments	-	261,250	-	261,250	285,000	91.7%
Interest Payments	57,881	48,269	-	106,150	115,800	91.7%
Bank Fees	1,700	1,967	-	3,667	4,000	91.7%
Property Tax Contingency	-	-	-	-	30,000	0.0%
<b>TOTAL EXPENDITURES</b>	<b>788,121</b>	<b>5,515,796</b>	<b>-</b>	<b>6,303,917</b>	<b>6,907,000</b>	<b>91.3%</b>
<b>SURPLUS/(DEFICIT)</b>				<b>1,123</b>	<b>-</b>	

**COMMENTS:**

Through the eleventh month, 91.3% of budget has been committed (excluding labor encumbrances) compared to 91.3% of revenues received.

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

**Presenter :** Patricia McCarver

**Start Time :** 1:26 PM

**Item No :** 9

**Proposed By :** Patricia McCarver

**Time Req :** 5

**Proposed :** 3/23/2015

**Item Type :** Consent Item

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

**Description :** Receipt of the President's Monthly Monitoring Report - Executive Limitations 2.3.1 - Budget Deviation - May 2015 - RECEIPT, DISCUSSION, AND/OR DECISION

**Details :** For consideration of approval of the monthly monitoring report for Executive Limitations 2.3.1 - Budget Deviation. The President shall not fail to promptly inform the Board when there are materially significant deviations from the budget.

**Attachments :**

Title	Created	Filename
Monitoring Report Executive Limitations Policy 2 3 1_May in June.pdf	Jun 02, 2015	Monitoring Report Executive Limitations Policy 2 3 1_May in June.pdf

**Monitoring Report - Monthly  
Executive Limitations Policy 2.3.1 – Budget Deviations  
May 2015**

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

**President’s Interpretation:**

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

**Supporting Evidence:**

Source: Monthly Revenue and Expenditure  
Financial Reports

General Fund



For the eleven months ended May 31, 2015, the General Fund has a surplus of \$2,345,000. This is primarily the result of tuition and fee revenues reflecting summer 2015 enrollments and expenditures being under budget.

For the fiscal year ended June 30, 2015, General Fund revenues are projected to be below budget by \$378,100 and expenditures are projected to be under budget by \$1,046,100, resulting in a net surplus of \$668,000 — a 1.6% positive variance.

Auxiliary Fund



For the fiscal year ended June 30, 2015, the Auxiliary fund is projected to have a net surplus of \$276,700 — a .7% positive variance.

Unexpended Plant Fund



The Unexpended Plant Fund is projected to be over budget this year due to the renovations of buildings one, three, and CTEC being completed sooner than originally anticipated. Expediting the projects by two months will allow the renovations to be



completed by the beginning of the fall 2015 semester, but will move the related expenses from next year to this year in the process.

- Funds in the Capital Accumulation account will be used to cover these expenses.
- The two-year net financial impact to the District is zero, **as next year's budget will** be reduced by an offsetting amount. In other words, the total project costs remain the same, but the expenses are incurred sooner.
- For the fiscal year ended June 30, 2015, Plant Fund expenditures are currently projected to be over budget by approximately \$2,419,900 or 17.5%. Expenditure projections are based upon estimates provided by contractors for the amount of work to be completed by June 30, 2015.

#### 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. For the fiscal year ended June 30, 2015, the Restricted fund is projected to be under budget due to less federal financial aid awarded to students.

#### 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 eleven months ended May 31, 2015, there were no significant variances from budget.

#### **President's Conclusion:**

I report compliance.

**Presenter :** Patricia McCarver

**Start Time :** 1:31 PM

**Item No :** 10

**Proposed By :** Patricia McCarver

**Time Req :** 5

**Proposed :** 3/23/2015

**Item Type :** Consent Item

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

**Description :** Receipt of the President's Monthly Monitoring Report - Executive Limitations 2.3.2 - Reserves - May 2015 - RECEIPT, DISCUSSION, AND/OR DECISION

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

**Attachments :**

Title	Created	Filename
Monitoring Report Executive Limitations Policy 2 3 2_May in June.pdf	Jun 02, 2015	Monitoring Report Executive Limitations Policy 2 3 2_May in June.pdf

**Monitoring Report - Monthly  
Executive Limitations Policy 2.3.2 – Reserves  
May 2015**

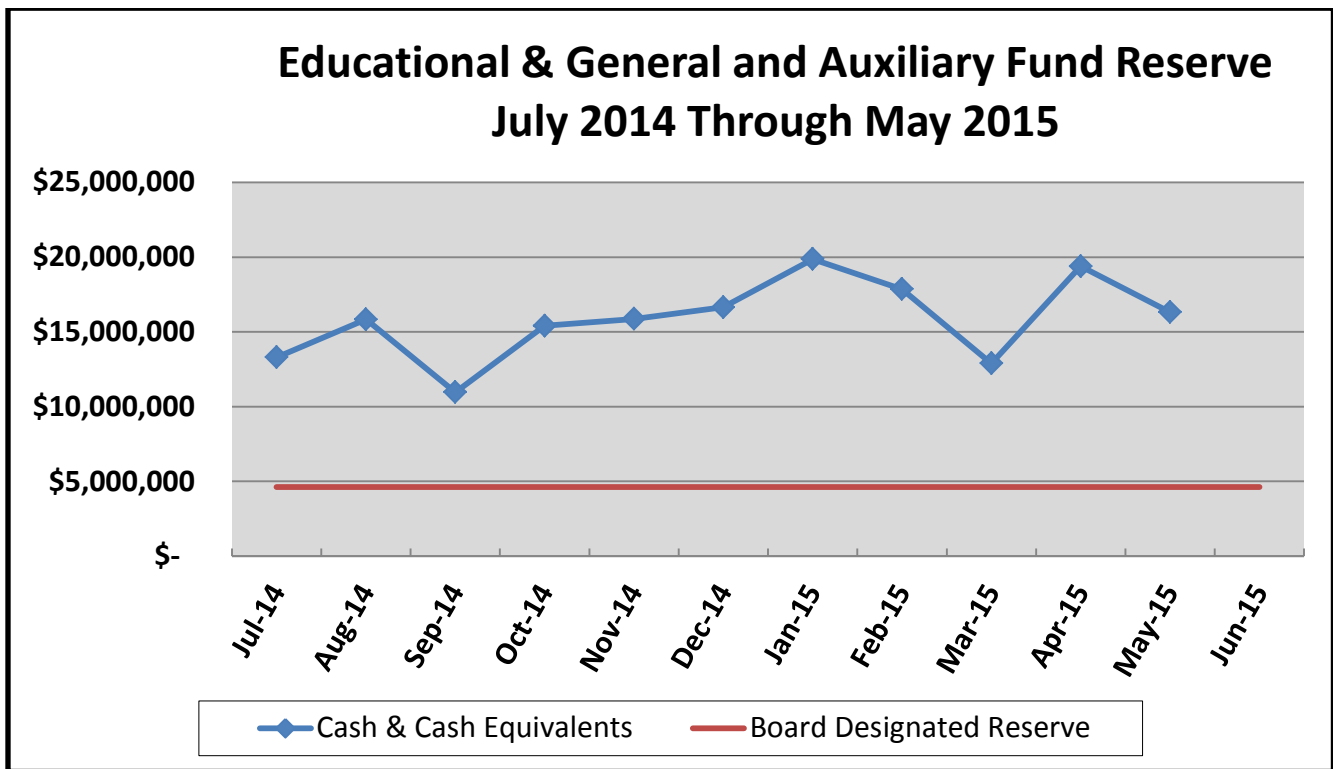
The President shall not allow the Current Fund Reserves to drop below ten percent (10%) of the operating budgets or Plant Fund Reserves to drop below \$1 million without specific Board authorization and a realistic recovery plan.

**President’s Interpretation:**

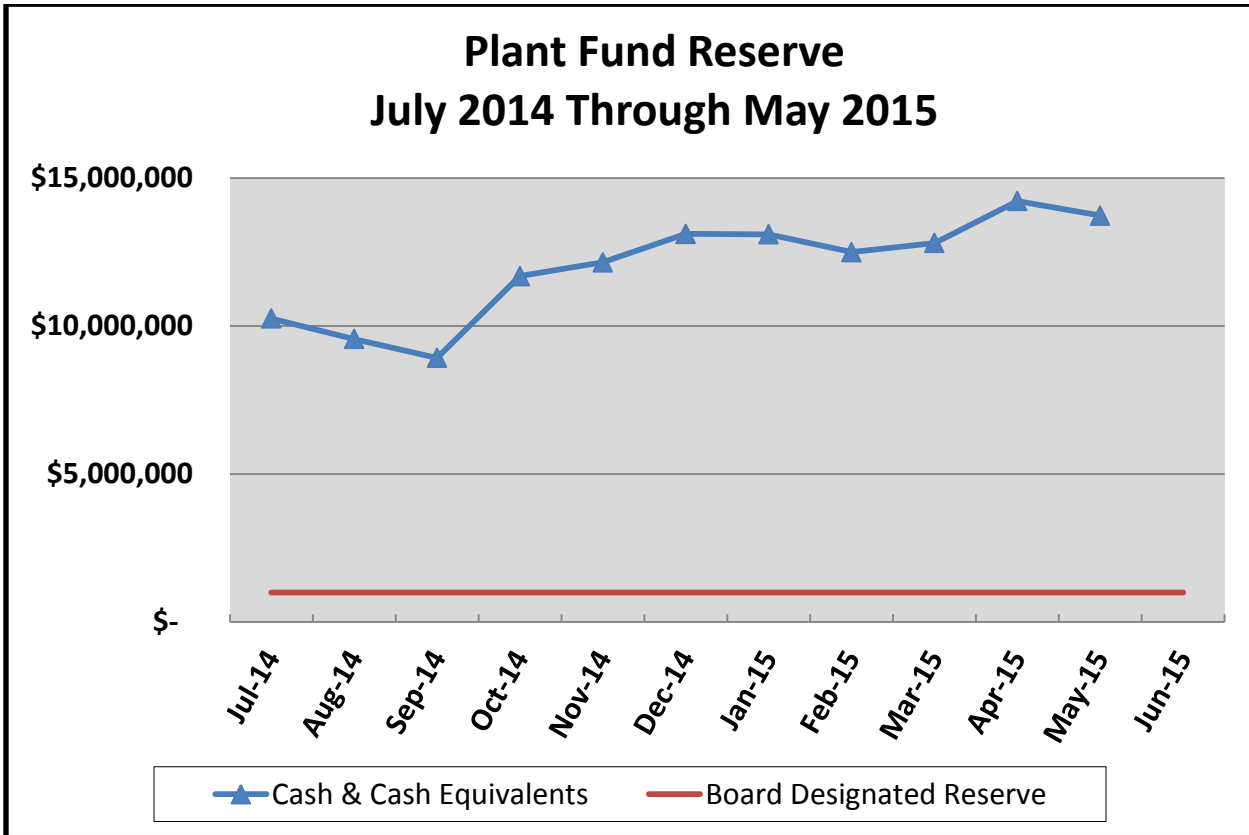
The Current Fund is a combination of the Operating Fund (Education and General) and the Auxiliary Fund. The budgets for these funds also include contingencies reserves to address unforeseen circumstances and seasonal revenues fluctuation. If the administration needs to adjust the Current Fund Reserves for more than a three-month period, below the 10% of the operating budgets and/or the Plant Fund Reserves below \$1 million, the college must seek Board approval. In the request, the administration must include in this budget adjustment request a realistic recovery plan to stabilize the reserves.

**Supporting Evidence:**

Source: Banner Finance



For the period July 1, 2014, through May 31, 2015, Current Fund reserves have exceeded the Governing Board’s minimum designated reserve.



For the period July 1, 2014, through May 31, 2015, Plant Fund reserves have exceeded the Governing Board's minimum designated reserve. As of May 31, 2015, Plant Fund reserves exceed the Governing Board's designated reserve amount by \$12,730,800.

**President's Conclusion:**

I report compliance.

**Presenter :** Patricia McCarver

**Start Time :** 1:36 PM

**Item No :** 11

**Proposed By :** Patricia McCarver

**Time Req :** 0

**Proposed :** 6/2/2015

**Item Type :** Heading

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

**Description :** POLICY ISSUES - HEADING

**Details :**

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver

**Start Time :** 1:36 PM

**Item No :** 12

**Proposed By :** Patricia McCarver

**Time Req :** 2

**Proposed :** 3/23/2015

**Item Type :** Policy & Decision

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

**Description :** For Consideration of Approval of Public and Charter School Dual Enrollment Intergovernmental Agreements with Yavapai Community College District -RECEIPT, DISCUSSION, AND/OR DECISION

**Details :** The attached Intergovernmental Agreement (IGA's) will enable Yavapai College to provide Dual Enrollment Courses from July 1, 2015 through June 30, 2016, to eligible students for the following School Districts:

- Ash Fork Joint Unified School District No. 31
- Bagdad Unified School District No. 20
- Camp Verde Unified School District No. 28
- Chino Valley Unified School District No. 51
- Humboldt Unified School District No. 22
- Mayer Unified School District No. 43
- Mingus Union High School District No. 4
- Mountain Institute Joint Technology Education District No. 2
- Northpoint Expeditionary Learning Academy
- Prescott Unified School District No. 1
- Sedona-Oak Creek Joint Unified School District No. 9
- Seligman Unified School District No. 40
- Tri-City College Preparatory High School

Attached - Type of Instruction Dual Enrollment Courses, identifies specific courses being offered with each institute.

**Attachments :**

Title	Created	Filename
Dual Enrollment IGA Template for FY2015-16.pdf	Jun 03, 2015	Dual Enrollment IGA Template for FY2015-16.pdf
Current Dual Enrollment Courses for All Yavapai County Schools for 2015-16.pdf	Jun 04, 2015	Current Dual Enrollment Courses for All Yavapai County Schools for 2015-16.pdf

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN**

---

**AND**

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This Intergovernmental Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between \_\_\_\_\_ (“College”), and \_\_\_\_\_ (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 *et seq.* This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

**AGREEMENT**

In consideration of the mutual promises contained herein, the Parties agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

**2. DEFINITION**

Pursuant to A.R.S. § 15-101(11), a “Dual Enrollment Course” is defined as a college level course that is conducted on the campus of a high school or on the campus of a joint technological education district, and that is:

- A. applicable to an established community college academic degree or certificate program, and transferable to a university under the jurisdiction of the Arizona Board of Regents; or

- B. applicable to a community college occupational degree or certificate program.
- C. Notwithstanding the foregoing, physical education shall not be available as a Dual Enrollment Course.

**3. EFFECTIVE DATE AND TERM**

- A. This Agreement shall be effective:
  - i. After the governing boards of School District and College have approved it; and
  - ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).
- B. The term of this Agreement shall be from the Effective Date through June 30, 2016 (“Term”).

**4. OBLIGATIONS OF COLLEGE**

**4.1 General Course Requirements**

- A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph E in this Section 4.1 who meet College’s prerequisites.
- B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:
  - 1. of a quality and depth to qualify for college credit as determined by College;
  - 2. evaluated and approved through the College curriculum approval process;
  - 3. at a higher level than taught by the School District high school;
  - 4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
  - 5. compliant with all other standards for College courses.

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit B attached to this Agreement.

- C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. A student who is under eighteen (18) years of age may be



granted admission if the student meets the pre-requisites for the Dual Enrollment Course and the student achieves any one of the following:

1. a composite score of ninety-three (93) or more on the preliminary scholastic aptitude test;
2. a composite score of nine hundred thirty (930) or more on the scholastic aptitude test;
3. a composite score of twenty-two (22) or more on the American college test;
4. a passing score on the relevant portions of the Arizona instrument to measure standards test;
5. the completion of a college placement test designated by College that indicates the student is at the appropriate college level for the course; or
6. is a graduate of a private or public high school or has a high school certificate of equivalency.

Home schooled students are exempt from Sections 1-6 of this Paragraph C. Notwithstanding the above, a student who enrolls in a vocational or occupational education course may be admitted on an individual basis with the approval of College if the student meets the established requirements of the course for which the student enrolls and College determine that the student's admission is in the best interest of the student. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

D. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*

E. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to twenty-five percent (25%) of the students enrolled for Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course which shall include a demonstration, by an examination of the specific purposes and requirements of the course, that freshman and sophomore students who meet the Dual Enrollment Course prerequisites are prepared to benefit from the college level course. College shall report all exceptions and the justification for each exception.

F. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.

G. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.

H. For each student, College will assign an identification number to the student that shall correspond to or reference the Student Accountability Information System (SAIS) number assigned to the student. School District will provide College with the SAIS number for each student as provided in Section 5.1(G).

I. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

#### **4.2 Instructors and Instruction**

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

#### **4.3 Assessment and Monitoring**

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in the selection, orientation, ongoing professional development and evaluation of School District faculty teaching Dual Enrollment Courses.

C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the course outlines as necessary.

#### **4.4 Policy and Procedure**

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

#### **4.5 Students with Disabilities**

A. After notification from School District of a student's need, if College is providing the instructor, College will cooperate with School District to ensure the instructor complies with Section

504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act (“IDEA”), as applicable. College shall work with School District in determining appropriate accommodations or special education services, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act (“ADA”) and Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

#### **4.6 Reporting**

College will submit a report to the Joint Legislative Budget Committee pursuant to A.R.S. § 15-1821.01(2)(b) when necessary, and School District will provide College with data that is required for inclusion in any such report in a timely fashion, as specified in Section 5.6.

### **5. OBLIGATIONS OF SCHOOL DISTRICT**

#### **5.1 General Course Requirements**

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.

D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College’s catalog and complies with College policies and this Agreement regarding student placement in courses.

E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(E) above.

F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's SAIS number and provide that number to College.

## **5.2 Instructors and Instruction**

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.

B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.

C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding ten (10) consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

## **5.3 Assessment and Monitoring**

School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school scope and sequence to review and amend the course outlines as necessary.

## **5.4 Policy and Procedure**

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:

1. has completed the necessary registration forms;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
5. is aware of the requirements for determination of in-state tuition.

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in the dual enrollment program for failure to follow College requirements.

C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as “officials of another school system” where the student is enrolled.

## **5.5 Students with Disabilities**

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

## **5.6 Reporting**

School District will provide to College any data or other information that is required for the submission of the report required by A.R.S. § 15-1821.01(2)(b).

## **5.7 Facilities and Funding**

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, A.R.S. § 41-2161 et seq. (access for disabled persons), and all other applicable federal and state laws.

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit A attached to this Agreement.

# **6. MUTUAL AGREEMENTS**

## **6.1 Instructor**

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor’s employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

B. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor's employment contract and College policy, but shall also be subject to School District policy. Should a College instructor violate School District procedure or policy, School District may ask College to withdraw authorization for the instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify School District in writing of such substitution.

## **6.2 Student**

Each student enrolled in a Dual Enrollment Course, even though enrolled as a College student during the term of the Dual Enrollment Course, shall remain a student of School District and shall follow the schedule and calendar of classes as established by School District and approved by College.

## **6.3 Removal from Course**

School District retains the right to refuse to allow a student to enroll in a Dual Enrollment Course and to discipline and/or remove any student from the Dual Enrollment Course in accordance with School District policies. College shall have the right to request School District to remove a student from a Dual Enrollment Course in accordance with College policy.

## **6.4 Schedule and Number of Students**

School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by prior written agreement of School District and College. School District and College must mutually agree if any student who is not a student of School District will be enrolled in a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.

## **6.5 Availability of Instructors**

Availability of Dual Enrollment Courses offered by College shall be dependent on the availability of appropriately qualified instructors. College may compensate School District for the services of a qualified instructor provided by School District or, alternatively, College may provide a qualified instructor to deliver any Dual Enrollment Course.

## **6.6 Guidelines**

School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.

## **6.7 Rigor of Courses**

College and School District agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Enrollment Course shall meet statutory and College criteria, and such criteria shall not be diminished for the purpose of the dual enrollment program.

## **7. FINANCIAL PROVISIONS AND FORMAT FOR BILLING: See Exhibit A attached.**

### **7.1 Fees**

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit A attached to this Agreement.

### **7.2 Supplies**

School District will provide and pay for basic textbooks, workbooks, supplies and other costs related to the teaching of and the administration of Dual Enrollment Courses within School District.

### **7.3 Tuition**

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit A.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth in Exhibit A. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of nineteen years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out of state tuition rates.

### **7.4 Billing Format**

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit A. The Billing Format shall include all information required by A.R.S. § 15-1821.01(1)(a).

## **8. RECORDS**

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of five (5) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona or by representatives of the comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

## **9. CONFIDENTIALITY**

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and School District policies controlling the disclosure of personally identifiable information from a student's education records.

## **10. TERMINATION/DISPOSITION OF PROPERTY**

### **10.1 Termination**

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

### **10.2 Risk to Health or Safety**

If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present a risk to the health or safety of students or is contrary to the Party's mission or operations, that Party may request that a meeting between the Parties be convened within 48 hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five working days of such meeting. If reconciliation is not achieved within the five day period, this Agreement will automatically terminate.

### **10.3 No Relief from Obligations**

Termination shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining dual credit at the time of termination or notice thereof.

### **10.4 Disposition of Property**

The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by College for the program shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

## **11. RESPONSIBILITY**

### **11.1 Conduct of Operations**

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.



## **11.2 Indemnification**

Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, students and agents.

## **12. CANCELLATION FOR CONFLICT OF INTEREST**

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

## **13. NON-ASSIGNABILITY**

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

## **14. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

To the extent applicable, the Parties shall comply with all College policies and State and Federal laws and regulations, including Executive Order 2009-09, which prohibit discrimination against any person based on race, religion, handicap, color, age, sex, sexual orientation, political affiliation or national origin, and the Parties shall prohibit discrimination in the employment or advancement in employment of a qualified person because of physical or mental disability including all applicable provisions of the ADA.

## **15. RIGHTS/OBLIGATIONS OF PARTIES ONLY**

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

## **16. ENTIRE AGREEMENT**

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

## **17. INVALIDITY OF PART OF THE AGREEMENT**

If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

## **18. GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

**19. NOTICE**

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

If to College:

If to School District:

COLLEGE

SCHOOL DISTRICT

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attorney Approval: This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the College.

By: \_\_\_\_\_  
Legal Counsel for College

Attorney Approval: This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the School District.

By: \_\_\_\_\_  
Legal Counsel for School District

**EXHIBIT A**

**FINANCIAL PROVISIONS**

*Fill in the blanks. If the information is not applicable, indicate NA in the blank. Additional directions for completing this form are in italics.*

**1. INSTRUCTORS**

Instructors shall be provided as follows: *(Check the appropriate line)*

- School District shall provide and pay all instructors.
  - College shall provide and pay all instructors.
  - Each party shall provide and pay for instructors as follows: \_\_\_\_\_
- 

**2. PAYMENTS TO THE SCHOOL DISTRICT**

For each course for which the School District provides and pays for the instructor, the College shall pay the School District \_\_\_\_\_ Dollars (\$\_\_\_\_) per credit hour for each properly enrolled student, capped at \_\_\_\_\_ Dollars (\$\_\_\_\_) per credit hour for each course. *(Indicate NA if there is no cap.)* Invoices from the District to the College shall be based on College course rosters and include the information listed in Exhibit B of this Agreement.

**3. PAYMENTS OF TUITION AND FEES/COSTS TO THE COLLEGE**

**TUITION:**

College tuition is \_\_\_\_\_ Dollars (\$\_\_\_\_) per credit hour for each in-state student and \_\_\_\_\_ Dollars (\$\_\_\_\_) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

**ADDITIONAL FEES AND/OR COSTS:**

Set out below are additional fees and costs and, for each, a designation as to whether the School District or student is responsible for payment of each fee or cost.

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. .</i>
1.	District _____ Student _____
2.	District _____ Student _____
3.	District _____ Student _____

**4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS**

*Check the appropriate line:*

- School District is responsible for payment of tuition to the College.
- Each student is responsible for payment of tuition to the College.

For tuition and fee/cost payments required to be made by the School District to the College:

- A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and
- B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College

pursuant to paragraph 2.

For any tuition and fee/cost payment required to be made by a student to the College, the College shall establish an individual billing account for that student and the billing for such tuition and/or fees and costs shall occur in accordance with College policies and procedures.

**5. FINANCIAL AID**

Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program.

If tuition and/or additional fees and costs are the responsibility of individual students, a student may be eligible for tuition and fee and cost scholarships in compliance with College policies and procedures.

**6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE**

The School District and College shall send invoices to the other to the attention and at the address listed below no later than thirty (30) days after the end of each semester. Each invoice shall detail any payments due. Payments shall be due within thirty (30) days of receipt of an invoice.

Invoices to be sent to the College:  
*(specify administrator and address)*

Invoices to be sent to the School District:  
*(specify administrator and address)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION**

Amount College received in FTSE in prior academic year:

*(Specify dollar amount)*

\$ \_\_\_\_\_

Portion of that FTSE distributed to School District:

*(Specify percentage or dollar amount)*

Amount School District returned to College:

*(Specify percentage or dollar amount)*

\_\_\_\_\_

**EXHIBIT B**

**TYPE OF INSTRUCTION  
DUAL ENROLLMENT COURSES**

**COURSES AND CREDITS**

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

All courses listed with an asterisk are also offered to freshmen and sophomore students.

The number of students admitted for any Dual Enrollment Course shall not be less than \_\_\_\_\_ students per section and shall not exceed a maximum of \_\_\_\_\_ students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance..

COLLEGE TITLE	COURSE CREDITS	SEMESTER	INSTRUCTOR	MAX	H.S. TITLE
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## Dual Enrollment Classes currently planned for 2015-16

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

### Ash Fork Joint Unified School District #31

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Oxyacetylene	WLD 130	4	2	Tiedeman
Arc I	WLD 140	4	1	Tiedeman
Arc II	WLD 145	4	2	Tiedeman
Blueprint Reading	WLD 156	4	1	Tiedeman
Welded Metal Fabrication	WLD 250	4	2	Tiedeman

### Bagdad Unified School District #20

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Principles of Management	BSA 220	3	2	Myers
Administrative Office Management	BSA 225	3	2	Myers
Culinary Principles	CUL 101	4	3	TBD
College Mathematics	MAT 142	3	1	Diehl
Elementary Statistics	MAT 167	3	2	Diehl
Oxyacetylene	WLD 130	4	2	TBD
Arc I	WLD 140	4	1	TBD
Arc II	WLD 145	4	2	TBD
Blueprint Reading	WLD 156	4	1	TBD
Welded Metal Fabrication	WLD 250	4	2	TBD

### Camp Verde Unified School District #28

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Introduction to Animal Industry	AGS 120	4	2	Taylor	
Agricultural Mechanics	AGS 215	3	2	Taylor	
Automotive Brakes	AUT 123	4	1	Tudor	

Auto/Diesel Suspension and Steering	AUT 126	4	2	Tudor	
Culinary Principles	CUL 101	4	3	King	
College Composition I	ENG 101	3	1	Lawrence	22
College Composition II	ENG 102	3	2	Lawrence	22
Hazardous Materials First Responder Operations	FSC 104	2	1	Darby	
Firefighter I & II Certification Academy	FSC 105	12	3	Darby	
College Mathematics	MAT 142	3	1	Lewis	
Elementary Statistics	MAT 167	3	2	Lewis	
Precalculus	MAT 187	5	3	Wall	
Calculus & Analytic Geometry I	MAT 220	5	1	Schafer	
Calculus & Analytic Geometry II	MAT 230	5	2	Schafer	

## Chino Valley Unified School District #51

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Aquaculture Science	AGS 261	4	3	Masters	
Human Biology for Allied Health	BIO 156	4	3	Pande	
Culinary Principles	CUL 101	4	3	Pehl	
College Composition I	ENG 101	3	1	Kingsley	22
College Composition II	ENG 102	3	2	Kingsley	22
College Mathematics	MAT 142	3	2	Schoenfeld	
College Algebra	MAT 152	3	1	Schoenfeld	
Precalculus	MAT 187	5	3	Schoenfeld	
Calculus and Analytic Geometry I	MAT 220	5	3	Schoenfeld	
Introduction to Viticulture	VEN 100	3	3	Masters	

## Humboldt Unified School District #22

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Nursing Assistant	AHS 114	5	3	TBD	20
Principles of Marketing	BSA 230	3	3	TBD	
Intro to Computer Networking Technology	CNT 100	3	1	Cutter	25
A+ Computer Technician Certification	CNT 110	4	1	Cutter	25



Network+: Networking Technologies Certification	CNT 115	4	2	Cutter	25
Introduction to Windows Server	CNT 120	3	2	Cutter	25
College Composition I	ENG 101	3	1	Leveron	22
College Composition I	ENG 101	3	1	Minarik	22
College Composition II	ENG 102	3	2	Leveron	22
College Composition II	ENG 102	3	2	Minarik	22
College Algebra	MAT 152	3	2	Larson	
Precalculus	MAT 187	5	3	Young	

## Mayer Unified School District #43

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Business Financial Applications	BSA 130	3	2	Burgess
Introduction to Business	BSA 131	3	2	Burgess
Principles of Management	BSA 220	3	2	Burgess
Microsoft Office	CSA 126	3	1	Burgess

## Mingus Union High School District #4

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Introduction to Animal Industry	AGS 120	4	1	Banuelos	
Aquaculture Science	AGS 261	4	2	Banuelos	
Auto/Diesel Preventative Maintenance	AUT 100	2	1	TBD	
Engine Repair Technology	AUT 108	4	2	TBD	
Auto/Diesel Electrical Systems	AUT 109	4	1	TBD	
Automotive Brakes	AUT 123	4	1	TBD	
Auto/Diesel Suspension & Steering	AUT 126	4	2	TBD	
College Composition I	ENG 101	3	1	McKean	22
College Composition II	ENG 102	3	2	McKean	22
Storytelling Through Image and Sound	FMA 102	3	3	Wood	
College Algebra	MAT 152	3	2	Mahendran	
Precalculus	MAT 187	5	3	Mai	
Introduction to Viticulture	VEN 100	3	2	Banuelos	

## Mountain Institute Joint Technology Education District #02

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Fundamentals of Healthcare	AHS 100	3	3	Wimbrough	
Fundamentals of Healthcare	AHS 100	3	3	Jeffers	
Culinary Principles	CUL 101	4	1	Flannigan	
Culinary Fundamentals: Hot Foods	CUL 102	4	2	Flannigan	
First Aid/CPR/AED and Safety	PHE 153	2	2	Wimbrough	
First Aid/CPR/AED and Safety	PHE 153	2	2	Jeffers	

## Northpoint Expeditionary Learning Academy

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
College Composition I	ENG 101	3	1	Roseman-Orr (Wagoner)	22
College Composition II	ENG 102	3	2	Roseman-Orr (Wagoner)	22
Precalculus	MAT 187	5	3	Swenson	

## Prescott Unified School District #1

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Introductory Accounting	ACC 121	3	3	Dreher	
Principles of Accounting I	ACC 131	3	3	Dreher	
Auto/Diesel Preventative Maintenance	AUT 100	2	1	Chaney	24
Engine Repair Technology	AUT 108	4	2	Chaney	24
Auto/Diesel Electrical Systems	AUT 109	4	1	Chaney	24
Automotive Brakes	AUT 123	4	2	Chaney	24
Auto/Diesel Suspension & Steering	AUT 126	4	1	Chaney	24
Auto/Diesel Heating & Air Conditioning	AUT 128	4	2	Chaney	24
Environmental Biology	BIO 105	4	3	Burchett	
Principles of Management	BSA 220	3	3	Dreher	
Intro to Computer Networking Technology	CNT 100	3	1	Miller	26
A+ Computer Technician Certification	CNT 110	4	2	Miller	26
Network+: Networking Technologies Certification	CNT 115	4	1	Miller	26

Introduction to Windows Server	CNT 120	3	2	Miller	26
College Composition I	ENG 101	3	1	Willard	22
College Composition I	ENG 101	3	1	Yargo-Gatchell	22
College Composition II	ENG 102	3	2	Willard	22
College Composition II	ENG 102	3	2	Yargo-Gatchell	22
College Algebra	MAT 152	3	1	Neely	
College Algebra	MAT 152	3	2	Jacobs	
Elementary Statistics	MAT 167	3	2	Neely	
Precalculus	MAT 187	5	3	Jacobs	
Intermediate Spanish I	SPA 201	4	1	Boehle	
<u>Intermediate Spanish II</u>	<u>SPA 202</u>	<u>4</u>	<u>2</u>	<u>Boehle</u>	

## **Sedona-Oak Creek Joint Unified School District #9**

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Introduction to Business	BSA 131	3	1 & 2	Sellani	
Introduction to Computer Information Systems	CSA 110	3	1 & 2	Sellani	
Biology Concepts	BIO 100	4	1 & 2	Hartz	
College Composition I	ENG 101	3	1	Rutkowski	22
College Composition II	ENG 102	3	2	Rutkowski	22
<u>Precalculus</u>	<u>MAT 187</u>	<u>5</u>	<u>1 &amp; 2</u>	<u>Marks</u>	

## **Seligman Unified School District #40**

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Introductory Equine Science	AGE 100	4	3	Wallace	

## **Tri-city College Preparatory High School**

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Intro to Human Anatomy & Physiology	BIO 160	4	3	Muchna	
Personal Finance	BSA 110	3	1	Wilson	
Introduction to Business	BSA 131	3	2	Wilson	

A+ Computer Technician Certification	CNT 110	4	1	Halvorson	
Introduction to Windows Server	CNT 120	3	2	Halvorson	
College Composition I	ENG 101	3	1	Bergan	22
College Composition II	ENG 102	3	2	Bergan	22
Precalculus	MAT 187	5	3	Marman	
Precalculus	MAT 187	5	3	Mezeske	
Calculus & Analytic Geometry I	MAT 220	5	1	Mezeske	
<u>Calculus &amp; Analytic Geometry II</u>	<u>MAT 230</u>	<u>5</u>	<u>2</u>	<u>Mezeske</u>	

**Presenter :** Patricia McCarver

**Start Time :** 1:38 PM

**Item No :** 13

**Proposed By :** Patricia McCarver

**Time Req :** 1

**Proposed :** 5/21/2015

**Item Type :** Policy & Decision

Policy No.	Description	Ref No
2.3.4.1	<p>Pursuant to A.R.S. §15-1444(B)(2), the Board hereby delegates to the College President the authority to enter into leases for real property either as lessor or lessee on behalf of the College without the need for the Board to approve such leases before they are effective. The College President may designate others serving under the President to assist with this duty; however, the College President shall continue to be responsible to the Board for the satisfactory execution of the delegated duty. This delegation may be rescinded in whole or in part at any time by the Board.</p> <p>The President shall not enter into any lease agreement for more than one year in duration or that exceeds \$200,000 per year without Board authorization.</p>	561127

**Description :** For Consideration for Approval of the First Amendment to Lease for Property located at Joslin-Whipple Subdivision - RECEIPT, DISCUSSION, AND/OR DECISION

**Details :** For consideration for approval of the First Amendment to Lease for property located at Joslin-Whipple Subdivision (also known as Building 11; Building 12; and Building 20). This amendment to lease is entered into by and between Yavapai County Community College District and Yavapai College Foundation and is for the period from July 1, 2015 through June 30, 2020. The original lease was entered into on September 2, 2005 for the period from July 1, 2005 through June 30, 2010 and extended via mutual agreement on July 12, 2011 through June 30, 2015.

Buildings 11, 12, and 20 are the buildings used by Facilities for office, fleet, and workshop space and are located on the southwest corner of Sheldon Street and Rush Street.

Per Policy 2.3.4.1 the Board is being asked to review this lease since it extends beyond one year.

**Attachments :**

Title	Created	Filename
Original Lease - YC Foundation lease of Facilities bldgs by YC.pdf	May 21, 2015	Original Lease - YC Foundation lease of Facilities bldgs by YC.pdf
First Amendment - Facilities Lease through Foundation.pdf	May 27, 2015	First Amendment - Facilities Lease through Foundation.pdf

## LEASE

THIS LEASE is made this second day of September, 2005, by and between YAVAPAI COLLEGE FOUNDATION, an Arizona nonprofit corporation (the "Lessor"), and YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT, under the authority vested in it by the Arizona State Board of Directors for Community Colleges (the "Lessee").

In consideration of the covenants in this Lease, Lessor and Lessee agree as follows:

### ARTICLE I

#### Premises and Term

1.1 The Premises. Lessor leases to Lessee, and Lessee leases from Lessor, for the purposes set forth herein, the following described real property (the "Premises"):

Parcel 1: Lot 2, Block C, JOSLIN-WHIIPPLE SUBDIVISION, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 3 of Maps, Page 88. Building 20, 831 E. Sheldon St.

Parcel 2: Lots 3 and 4, Block C, JOSLIN-WHIPPLE SUBDIVISION, according to the plat of record in the office of the County Recorder of Yavapai County, in Book 3 of Maps, Page 88. Building 11; 160 N. Rush St.

Parcel 3: Lot 5, Block F, JOSLIN-WHIPPLE SUBDIVISION, according to Book 3 of Maps, page 88, records of Yavapai County, Arizona. Building 12, 155 N. Rush St.

1.2 Term of Lease. The term of this Lease shall be for five years, commencing on July 1, 2005, and terminating on June 30, 2010, subject to extension as set forth in Section 1.3.

1.3 Option to Extend. For the considerations herein contained, Lessor hereby grants to Lessee, provided Lessee is current in the performance of all obligations under the terms of this Lease, and not in breach thereof, an exclusive option to extend the term of this Lease for an additional period of five years, commencing on July 1, 2010, and terminating on June 30, 2015. In order to exercise such option to extend, Lessee shall give notice to Lessor of its election to exercise the option, on or before May 1, 2010. If Lessee fails to give notice of its election to exercise its option by that date, the option to extend shall thereupon terminate and shall be of no further force and effect. All of the terms, covenants and conditions of this Lease shall apply during the extended term, except that the monthly rent provided for in Section 2.1 shall be subject to negotiation and agreement at the time the option is exercised.

## ARTICLE II

### Rent

2.1 Monthly Rent. Lessee shall pay Lessor the amount of Eight Thousand Three Hundred Seventy Six Dollars (\$8376) per month, in advance, beginning July 1, 2005, to and including June 1, 2010, subject to adjustment as set forth in Section 2.2.

2.2 Cost of Living Adjustments. The monthly installments of rent required to be paid pursuant to Section 2.1 shall be adjusted as of the first day of July of each calendar year, commencing July 1, 2005, in accordance with the following formula:

As of July 1 of each calendar year, commencing July 1, 2005 the Initial Monthly Rent shall be multiplied by the Current Index Number, and the product thus calculated shall then be divided by the Base Index Number. Monthly rent for the ensuing 12 month period shall be the dollar amount which is the result of such calculation; provided, however, that if the dollar amount so calculated is more than the monthly rent during the preceding year multiplied by 102.5%, then the monthly rent during the ensuing year shall be reduced to the amount calculated by multiplying the monthly rent during the preceding year by 102.5%.

For the purpose of the foregoing calculation, the capitalized terms shall have the following meanings:

The "Initial Monthly Rent" is the amount of \$8376.

The "Base Index Number" shall mean the Consumer Price Index for the month of February, 2005.

The "Current Index Number" shall be the Consumer Price Index for the month of February immediately preceding the adjustment date. For example, if the adjustment date is July 1, 2005, the Current Index Number shall be the Consumer Price Index for February, 2005.

The "Consumer Price Index" shall be the consumer price index compiled by the Bureau of Labor Statistics, United States Department of Labor, designated as "consumer price index for all urban consumers -U.S. city average, all items -1982 -1984 = 100". If the Consumer Price Index is revised, the computation shall be accomplished by conversion of the revised index to the current index in accordance with the ratio as compiled by said Bureau. If the Consumer Price Index is superseded, the index referred to in this Lease is the one represented by the Bureau as reflecting most accurately changes in the purchasing power of the dollar for consumers.

## ARTICLE III

### Utilities

3.1 Payment of Utility Charges. Lessee shall be responsible for and shall pay and discharge before the same become delinquent, all charges for electricity, water (including sewer and trash collection), gas, telephone, television cable and any other service or utility used by Lessee in connection with the Premises.

## ARTICLE IV

### Indemnification: Liability Insurance

4.1 Indemnification by Lessee. During the entire term of this Lease, Lessee, to the extent allowed by law, shall indemnify and hold harmless Lessor against any and all claims, debts, demands and obligations which may be made against Lessor or against its fee title to the Premises, arising out of, or in connection with, any alleged act or omission of Lessee, or any person claiming under, by or through Lessee. If it becomes necessary for Lessor to defend any action seeking to impose any such liability, Lessee will pay Lessor all costs and expenses of suit and attorneys' fees incurred by Lessor in effecting such defense in addition to all other sums that Lessor may be called upon to pay by reason of the entry of a judgment against it or in the litigation in which claim is asserted.

4.2 Liability Insurance. During the entire term of this Lease, Lessee shall cause to be written and maintained a policy or policies of general public liability insurance. The policy or policies shall insure Lessee against claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the Premises and for any other risk insured against by such policies. Such policy or policies shall be written with a combined single limit of not less than \$1,000,000 per occurrence, for damages incurred or claimed for bodily injury or death and for property damages. Such policy or policies shall name Lessee and Lessor as their respective interests may appear, as the insured parties. Lessee shall promptly deliver the original or a duplicate original of each policy or policies to Lessor as soon as they are written.

## ARTICLE V

### Casualty Insurance: Damage to Premises

5.1 Lessee's Obligation. During the term of this Lease, Lessee shall keep insured the improvements upon the Premises against all loss or damage by fire and other windstorm, together with "extended coverage" with limits equal to their replacement value. Lessee shall pay, before the same become delinquent, all premiums on such casualty insurance policy or policies during the term of this Lease.

5.2 Damage to or Destruction of Premises. If the improvements situated on the Premises are damaged by fire or any other casualty, and if the damage is so extensive as to



amount practically to the total destruction of the improvements so as to be unfit for occupancy or use by Lessee, and if Lessor shall not within 60 days from the date of damage commence to rebuild, this Lease will cease and come to an end and the rent shall be apportioned to the time of the damage. However, if Lessor shall commence to rebuild within 60 days from the date of damage, this Lease shall continue in full force and effect, but there shall be an abatement of the rent until the damage has been repaired. If the improvements on the Premises are only partially damaged by fire or other casualty, and can be repaired within a reasonable time, then Lessor shall promptly repair such damage and this Lease shall continue in full force and effect, but there shall be an abatement during the period of repair in the rent as the proportion of the damaged portion of the improvements bears to the whole of the improvements. Lessor shall not, in any event, be liable to Lessee for any damage due to loss or suspension of business resulting from any damage or destruction, or from the subsequent repairing of the improvements, or for any loss or damage to Lessee's property on the Premises.

5.3 Waiver of Subrogation Rights. To the extent reasonably available, the policy or policies of casualty insurance shall contain a waiver by the insurance company of its subrogation rights as against Lessor and Lessee, their agents, and employees.

## ARTICLE VI

### Environment, Health and Safety

6.1 Agreement to Comply. Lessee, to the extent allowed by law, shall comply with all Environmental, Health and Safety Laws during the term of this Lease. Without limiting the generality of the preceding sentence, Lessee will obtain and shall be in compliance with all of the terms and conditions of all permits, licenses and other authorizations which are required under, and shall comply with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables which are contained in, all Environmental Health and Safety Laws.

6.2 Indemnification by Lessee. Lessee will indemnify and hold harmless Lessor from and against any action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand which may be asserted against Lessor under any Environmental, Health and Safety Law as a result of Lessee's activities upon and use of the Premises during the term of this Lease.

6.3 Definition. For the purpose of this Article VI, the term "Environmental, Health and Safety Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, and the Occupational Safety and Health Act of 1970, each as amended, together with all other laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings and charges hereunder) of Federal, state, local and foreign governments (and all agencies thereof) concerning pollution or protection of the environment, public health and safety, or employee health and safety, including laws relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, or chemicals, industrial, hazardous or toxic materials or wastes into ambient air, surface water, ground water, or lands or otherwise relating to the

manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or chemical, industrial, hazardous or toxic materials or wastes.

## ARTICLE VII

### Condemnation

- 7.1 Eminent Domain; Cancellation. If, at any time during the term of this Lease, all or any portion of the Premises is taken, appropriated or condemned by reason of eminent domain, this Lease shall cease as of the date when possession may be legally taken, and the rent shall be apportioned to such date. However, in the event of a partial taking, Lessee may, at its option, remain in possession of that part of the Premises remaining for the remainder of the term of this Lease. The rent shall be apportioned as the area of the whole portion of the Premises remaining bears to the area of the whole Premises. Lessor shall notify Lessee immediately of any proceeding instituted to condemn the Premises. No part of any award granted to Lessor shall belong to Lessee.

## ARTICLE VIII

### Improvements: Repairs

8.1 Modifications and Improvements to Premises. Any modifications, alterations or improvements made by Lessee to the Premises shall be made at Lessee's sole expense. All work done in connection with any modifications, alterations or improvements shall be done promptly, in a good and workmanlike manner, and in compliance with all applicable building, zoning and other laws, ordinances, orders, rules, regulations and requirements. All modifications, alterations and improvements made by Lessee shall become a part of the Premises and shall not be removed by Lessee at the termination of this Lease on account of the expiration of the term hereof, or pursuant to Article XI.

8.2 Preconditions. Lessee shall not make any change in, alteration of, or addition to any part of the Premises without, in each instance, supplying Lessor with final construction plans and drawings and obtaining a prior written consent of Lessor, which consent shall not unreasonably be withheld.

8.3 Maintenance of Premises. During the term of this Lease, Lessee shall keep in good state of repair and in first class condition all improvements and landscaping which constitute the Premises. Lessee shall not suffer or permit any waste or neglect of the improvements or the grounds to be committed. Lessee shall repair, replace and renovate the improvements and grounds as often as may be necessary to keep the same in first class repair and condition. At the end of the term of this Lease, Lessee shall surrender the Premises to Lessor in good state of repair and first class condition.

## ARTICLE IX

### Use by Lessor

9.1 Office Space. Lessee shall provide Lessor with office space in the improvements situated on the Premises, for the purpose of conducting the business of the Yavapai College Foundation. In no event shall such office space be less than the equivalent of two offices with space for three persons.

9.2 Conference Room. The current Foundation Conference Room, located in Room 119 of Building 32, shall be maintained by the Lessee for its use for meetings and conferences, and not for academic classes or offices. The conference room shall continue to be available for use by Lessor, Lessee and other public and private bodies. Lessee may convert the existing conference room only if it provides a conference room of equivalent or better size or condition elsewhere on the Yavapai College campus.

## ARTICLE X

### Additional Covenants of Lessee

10.1 Legal Use. The Premises shall be used for offices, educational and warehouse purposes as a part of the Yavapai College complex, and for no other purpose, unless approved in writing by Lessor. The use of the Premises shall, at all times, be in compliance with all governmental ordinances, rules and regulations with respect thereto.

10.2 Holding Over. If Lessee continues in possession of the Premises after the expiration of the term of this Lease or any extension thereof, such holding over shall be on a month to month basis, but at the same rent and upon the same terms as set forth herein.

10.3 Termination. Upon termination of this Lease on account of the expiration of the term hereof, or pursuant to Article XI, Lessee shall peaceably and quietly deliver to Lessor possession of the Premises, including all improvements thereon.

## ARTICLE XI

### Default

11.1 Default Defined. Any of the following events shall be considered a default by Lessee:

(a) Lessee shall fail to pay within thirty calendar days after the date when due any monthly installment of rent; or

(b) Lessee shall fail to perform or observe any of the other covenants, agreements or conditions contained in this Lease, and such default shall have continued for a

period of thirty calendar days after written notice from Lessor to Lessee, specifying such failure and requiring it to be remedied.

11.2 Effect of Default by Lessee. In the event of a default by Lessee, Lessor may, at its option, declare this Lease to be terminated and canceled. Upon such termination and cancellation, Lessor may reenter upon the Premises and the improvements thereon, either with or without process of law, Lessee waiving any demand for possession of the Premises and the improvements situated thereon. Immediately upon termination and cancellation of the Lease, at Lessor's election or in any other way, Lessee shall peaceably surrender and deliver the Premises and the improvements thereon to Lessor or its agent or attorney. If Lessee holds the Premises, or any part thereof, one day after the date for their surrender, Lessee shall be deemed guilty of forcible detainer of the Premises under the laws of Arizona and shall be subject to eviction or removal, forcibly or otherwise, with or without process of law.

11.3 Additional Remedies. In addition to or in substitution for the foregoing remedies, Lessor shall have all such other rights and remedies provided at law or in equity on account of Lessee's default. All rights and remedies accruing to the Lessor shall be cumulative; that is, Lessor may pursue all rights that the law and this Lease afford to it, in whatever order the Lessor desires and the law permits without being compelled to resort to any one remedy in advance of any other. Nothing contained herein shall be construed as precluding Lessor from having any remedy that may be necessary to preserve its right and its interest in the Premises and this Lease, even before expiration of the grace or notice periods provided for in Section 11.1, if under the then existing circumstances, the allowance of the grace or the giving of the notice would prejudice or endanger Lessor's rights and estate in this Lease and the Premises.

11.4 Landlord-Tenant Relationship Only. The relationship between the parties is that of landlord and tenant. Lessee specifically acknowledges that all statutory proceedings regulating leases of commercial property and the relationship of landlord and tenant respecting collection of rent or possession of the Premises accrue to Lessor.

## ARTICLE XII

### Assignment

12.1 Written Assignment. Lessee shall not assign this Lease, or any interest herein, without the prior written consent of Lessor, which consent shall not unreasonably be withheld. No assignment shall be valid unless the assignee expressly assumes and agrees to perform every covenant of this Lease which, by its terms, Lessee agrees to keep and perform. The assignee's assumption shall be evidenced by a recordable instrument, with Lessor's consent appended thereto. The assignment shall not be deemed valid unless an executed original of the assignment and the assumption agreement and consent are promptly delivered to Lessor.

ARTICLE XIII

Miscellaneous

13.1 Quiet Enjoyment. So long as Lessee keeps and performs all of its covenants and conditions under this Lease, it shall have quiet, undisturbed and continued possession of the Premises.

13.2 Right of Entry. Lessor and its agents may enter upon the Premises at all reasonable times to examine the use and condition of the Premises, so long as that right is exercised in a manner that does not interfere with Lessee in the conduct of its business on the Premises. If the Premises are damaged by fire, windstorm or other casualty which causes them to be exposed to the elements, Lessor may enter upon the Premises to make emergency repairs. However, if Lessor does so, the act or acts shall not be deemed to excuse Lessee from its obligation to keep the Premises in repair, and Lessee shall, upon Lessor's demand, immediately reimburse it for the costs of the emergency repairs.

13.3 Notice. Wherever in this Lease it shall be required or permitted that notice or any other communication be given or served by either party to this Lease to or on the other, such notice or other communication shall be given or served and shall not be deemed to have been duly given or served unless in writing, and delivered personally, or deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed as follows:

Lessor:                    Yavapai College Foundation  
                                 1100 East Sheldon Street  
                                 Prescott, Arizona 86301

Lessee:                    Yavapai College  
                                 Attention: Office of the President  
                                 1100 East Sheldon Street  
                                 Prescott, Arizona 86301

or at such other address as may have been designated by one party and served upon the other. Delivery shall be considered to have been made (a) immediately, if served in person, or (b) 72 hours after the time of mailing, if served by United States mail.

13.4 Waiver. No waiver of any provision of this Lease or any default or breach of this Lease shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provisions of this Lease or any other or subsequent default or breach of this Lease.

13.5 Attorneys' Fees. If there is any legal action or proceeding between Lessor and Lessee arising from or based on this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred by such prevailing party.

13.6 Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Arizona.

13.7 Severability. If any term, provision, covenant or restriction of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Lease shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to either party.

13.8 Amendments; Entire Agreement. This Lease may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by the parties hereto. This Lease contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto.

13.9 Terminology. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. All personal pronouns used in this Lease, whether used in the masculine, feminine or neuter gender shall, where appropriate, include all other genders and the singular shall include the plural and *vice versa*.

13.10 Further Assurances. From and after the date of this Lease, Lessor and Lessee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transaction contemplated by this Lease and to carry out the purpose of this Lease in accordance with this Lease.

13.11 Time of Essence. The parties agree that time shall be of the essence in the performance of obligations hereunder.

13.12 Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest.

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

LESSEE:

YAVAPAI COUNTY  
COMMUNITY COLLEGE DISTRICT

By: 

MICHAEL T. MURPHY, Interim President  
JAMES F. HORTON, JR., President

LESSOR:

YAVAPAI COLLEGE FOUNDATION,  
A non profit Arizona Corporation

By: 

JEAN-MARIE DREW, President



Yavapai  
College  
Foundation

# Memorandum

0000-011041-  
4302-30

*Need a reg for this*

**Date:** July 12, 2011  
**To:** Clint Ewell  
**From:** Steve Walker  
**Re:** Foundation/College Lease

Attached is a copy of the Bureau of Labor Statistics Data regarding the Consumer Price Index (CPI). Also attached are the first two pages from the current (2010-2015) Foundation/Yavapai College lease that pertain to the annual increase in rent.

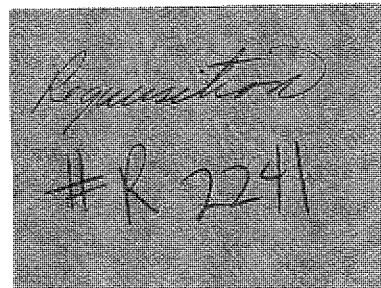
The calculations are based on the formula found in section 2.2 of the lease, resulting in an increase of \$200 per month over the 2010-2011 monthly rental. The monthly rental for 2011-2012 will be \$9,676, for an annual lease payment of \$ 116,112.

Please let me know if you have any questions.

Thank you.

Calculations:

Initial Monthly Rent	\$ 9,476
Current Index Number	x 221.309
	\$2,097,124
Base Index Number	+ 216.741
	\$ 9,676



Increase of 2.5%:

2010-2011 monthly rent	\$ 9,476
	X 102.5%
	\$ 9,713

Attachments

## LEASE

THIS LEASE is made this second day of September, 2005, by and between YAVAPAI COLLEGE FOUNDATION, an Arizona nonprofit corporation (the "Lessor"), and YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT, under the authority vested in it by the Arizona State Board of Directors for Community Colleges (the "Lessee").

In consideration of the covenants in this Lease, Lessor and Lessee agree as follows:

### ARTICLE I

#### Premises and Term

1.1 The Premises. Lessor leases to Lessee, and Lessee leases from Lessor, for the purposes set forth herein, the following described real property (the "Premises"):

Parcel 1: Lot 2, Block C, JOSLIN-WHIPPLE SUBDIVISION, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 3 of Maps, Page 88. Building 20, 831 E. Sheldon St.

Parcel 2: Lots 3 and 4, Block C, JOSLIN-WHIPPLE SUBDIVISION, according to the plat of record in the office of the County Recorder of Yavapai County, in Book 3 of Maps, Page 88. Building 11; 160 N. Rush St.

Parcel 3: Lot 5, Block F, JOSLIN-WHIPPLE SUBDIVISION, according to Book 3 of Maps, page 88, records of Yavapai County, Arizona. Building 12, 155 N. Rush St.

1.2 Term of Lease. The term of this Lease shall be for five years, commencing on July 1, 2005, and terminating on June 30, 2010, subject to extension as set forth in Section 1.3.

1.3 Option to Extend. For the considerations herein contained, Lessor hereby grants to Lessee, provided Lessee is current in the performance of all obligations under the terms of this Lease, and not in breach thereof, an exclusive option to extend the term of this Lease for an additional period of five years, commencing on July 1, 2010, and terminating on June 30, 2015. In order to exercise such option to extend, Lessee shall give notice to Lessor of its election to exercise the option, on or before May 1, 2010. If Lessee fails to give notice of its election to exercise its option by that date, the option to extend shall thereupon terminate and shall be of no further force and effect. All of the terms, covenants and conditions of this Lease shall apply during the extended term, except that the monthly rent provided for in Section 2.1 shall be subject to negotiation and agreement at the time the option is exercised.



## ARTICLE II

### Rent

2.1 Monthly Rent. Lessee shall pay Lessor the amount of Nine Thousand Four Hundred Seventy Six Dollars (\$9476) per month, in advance, beginning July 1, 2010, to and including June 1, 2015, subject to adjustment as set forth in Section 2.2.

2.2 Cost of Living Adjustments. The monthly installments of rent required to be paid pursuant to Section 2.1 shall be adjusted as of the first day of July of each calendar year, commencing July 1, 2010, in accordance with the following formula:

As of July 1 of each calendar year, commencing July 1, 2010 the Initial Monthly Rent shall be multiplied by the Current Index Number, and the product thus calculated shall then be divided by the Base Index Number. Monthly rent for the ensuing 12 month period shall be the dollar amount which is the result of such calculation; provided, however, that if the dollar amount so calculated is more than the monthly rent during the preceding year multiplied by 102.5%, then the monthly rent during the ensuing year shall be reduced to the amount calculated by multiplying the monthly rent during the preceding year by 102.5%.

For the purpose of the foregoing calculation, the capitalized terms shall have the following meanings:

The "Initial Monthly Rent" is the amount of \$9476.

The "Base Index Number" shall mean the Consumer Price Index for the month of February, 2010.

The "Current Index Number" shall be the Consumer Price Index for the month of February immediately preceding the adjustment date. For example, if the adjustment date is July 1, 2010, the Current Index Number shall be the Consumer Price Index for February, 2010.

The "Consumer Price Index" shall be the consumer price index compiled by the Bureau of Labor Statistics, United States Department of Labor, designated as "consumer price index for all urban consumers -U.S. city average, all items -1982 -1984 = 100". If the Consumer Price Index is revised, the computation shall be accomplished by conversion of the revised index to the current index in accordance with the ratio as compiled by said Bureau. If the Consumer Price Index is superseded, the index referred to in this Lease is the one represented by the Bureau as reflecting most accurately changes in the purchasing power of the dollar for consumers.

Table 24. Historical Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, all items-Continued

(1982-84=100, unless otherwise noted)

Year	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.
1970	37.8	38.0	38.2	38.5	38.6	38.6	39.0	39.0	39.2	39.4	39.6	39.8
1971	39.8	39.9	40.0	40.1	40.3	40.6	40.7	40.8	40.8	40.9	40.9	41.1
1972	41.1	41.3	41.4	41.5	41.5	41.7	41.9	42.0	42.1	42.3	42.4	42.5
1973	42.6	42.9	43.3	43.6	43.9	44.2	44.3	45.1	45.2	45.6	45.9	46.2
1974	46.6	47.2	47.6	48.0	48.6	49.0	49.4	50.0	50.6	51.1	51.5	51.9
1975	52.1	52.5	52.7	52.9	53.2	53.6	54.2	54.3	54.6	54.9	55.3	55.5
1976	55.6	55.8	55.9	56.1	56.5	56.6	57.1	57.4	57.6	57.9	58.0	58.2
1977	58.5	58.1	59.5	60.0	60.3	60.7	61.0	61.2	61.4	61.6	61.9	62.1
1978	62.5	62.9	63.4	63.9	64.5	65.2	65.7	66.0	66.5	67.1	67.4	67.7
1979	68.3	69.1	69.8	70.6	71.5	72.3	73.1	73.8	74.6	75.2	75.9	76.7
1980	77.8	78.9	80.1	81.0	81.8	82.7	82.7	83.3	84.0	84.8	85.5	86.3
1981	87.0	87.9	88.5	89.1	89.8	90.6	91.6	92.3	93.2	93.4	93.7	94.0
1982	94.3	94.6	94.5	94.9	95.8	97.0	97.5	97.7	97.9	98.2	98.0	97.6
1983	97.8	97.9	97.9	98.6	99.2	99.5	99.9	100.2	100.7	101.0	101.2	101.3
1984	101.9	102.4	102.6	103.1	103.4	103.7	104.1	104.5	105.0	105.3	105.3	105.3
1985	105.5	106.0	106.4	106.9	107.3	107.6	107.8	108.0	108.3	108.7	109.0	109.3
1986	109.6	109.3	108.8	108.6	108.9	109.5	109.5	109.7	110.2	110.3	110.4	110.6
1987	111.2	111.6	112.1	112.7	113.1	113.6	113.8	114.4	115.0	115.3	115.4	115.4
1988	115.7	116.0	116.5	117.1	117.5	118.0	118.5	119.0	119.8	120.2	120.3	120.5
1989	121.1	121.6	122.3	123.1	123.8	124.1	124.4	124.6	125.0	125.6	125.9	126.1
1990	127.4	128.0	128.7	128.9	129.2	129.9	130.4	131.6	132.7	133.5	133.8	133.8
1991	134.6	134.8	135.0	135.2	136.0	136.0	136.2	136.6	137.2	137.4	137.8	137.9
1992	138.1	138.6	139.3	139.5	139.7	140.2	140.6	140.9	141.3	141.6	142.0	141.9
1993	142.6	143.1	143.6	144.0	144.2	144.4	144.4	144.8	145.1	145.7	145.8	145.8
1994	146.2	146.7	147.2	147.4	147.5	148.0	148.4	149.0	149.4	149.5	149.7	149.7
1995	150.3	150.9	151.4	151.9	152.2	152.5	152.5	152.9	153.2	153.7	153.8	153.6
1996	154.4	154.9	155.7	156.3	156.6	156.7	157.0	157.3	157.6	158.3	158.6	158.6
1997	159.1	159.6	160.0	160.2	160.1	160.3	160.5	160.8	161.2	161.6	161.5	161.3
1998	161.6	161.9	162.2	162.5	162.8	163.0	163.2	163.4	163.5	164.0	164.0	163.9
1999	164.3	164.5	165.0	166.2	166.2	166.2	166.7	167.1	167.9	168.2	168.3	168.3
2000	168.8	169.8	171.2	171.3	171.5	172.4	172.8	172.8	173.7	174.0	174.1	174.0
2001	175.1	175.8	176.2	176.9	177.7	178.0	177.5	177.5	178.3	177.7	177.4	176.7
2002	177.1	177.8	178.8	179.8	179.8	179.9	180.1	180.7	181.0	181.3	181.3	180.9
2003	181.7	183.1	184.2	183.8	183.5	183.7	183.9	184.6	185.2	185.0	184.5	184.3
2004	185.2	186.2	187.4	188.0	189.1	189.7	189.4	189.5	189.9	190.0	191.0	190.3
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8
2006	198.3	198.7	199.8	201.5	202.5	202.8	203.6	203.9	202.9	201.8	201.5	201.8
2007	202.416	203.499	205.352	206.686	207.949	208.352	209.299	207.917	208.490	208.936	210.177	210.036
2008	211.080	211.693	213.526	214.823	216.632	218.815	219.864	219.066	216.763	216.573	212.425	210.228
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949
2010	216.687	216.741	217.631	218.009	218.176	217.965	218.611	218.312	218.439	218.711	218.803	219.179
2011	220.223	221.309	223.467									

See footnotes at end of table.

FIRST AMENDMENT TO LEASE  
PROPERTY LOCATED AT JOSLIN-WHIPPLE SUBDIVISION

This First Amendment to Lease is entered into by and between Yavapai County Community College District, 1100 E. Sheldon, Prescott, AZ (hereinafter referred to as Lessee), and Yavapai College Foundation (hereinafter referred to as Lessor).

Witnesseth:

Whereas, on September 2, 2005, Lessee and Lessor entered into a contract for the lease of the following described real property for the period from July 1, 2005 through June 30, 2010:

Parcel 1: Lot 2, Block C, JOSLIN-WHIPPLE SUBDIVISION, according to the plat of record in the Office of the County Recorder of Yavapai County, Arizona, in Book 3 of Maps, Page 88. Building 20, 831 E. Sheldon St.

Parcel 2: Lots 3 and 4, Block C, JOSLIN-WHIPPLE SUBDIVISION, according to the plat of record in the Office of the County Recorder of Yavapai County, Arizona, in Book 3 of Maps, Page 88. Building 11, 160 N. Rush St.

Parcel 3: Lot 5, Block F, JOSLIN-WHIPPLE SUBDIVISION, according to the plat of record in the Office of the County Recorder of Yavapai County, Arizona, in Book 3 of Maps, Page 88. Building 12, 155 N. Rush St.

and;

Whereas, on September 2, 2010, Lessee and Lessor mutually agreed to extend the period from July 1, 2010 through June 30, 2015, and;

Whereas, the Lessee and Lessor each desire to extend the Lease for an additional five (5) year period from July 1, 2015, through June 30, 2020;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY LESSEE AND LESSOR THAT SAID LEASE IS AMENDED AS FOLLOWS:

1. The term of the Lease shall be extended for an additional five (5) year period from July 1, 2015 through June 30, 2020.
2. **Current rent of \$10,265 per month shall be adjusted for Cost of Living Adjustments as written in Section 2.2 of Lease.**
4. Except as expressly amended herein, the pricing, terms and conditions set forth in said original lease shall remain in full force and effect.

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

YAVAPAI COLLEGE FOUNDATION

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

By: 

By: \_\_\_\_\_

Dr. Penelope Wills  
President, Yavapai College

Title: Executive Director

Date: \_\_\_\_\_

Date: 5/27/15

By: \_\_\_\_\_

Dr. Patricia McCarver  
Chair, Board of Governors

Date: \_\_\_\_\_

**Presenter :** Patricia McCarver

**Start Time :** 1:39 PM

**Item No :** 14

**Proposed By :** Patricia McCarver

**Time Req :** 0

**Proposed :** 3/23/2015

**Item Type :** Heading

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

**Description :** INFORMATION - HEADING

**Details :**

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver

**Start Time :** 1:39 PM

**Item No :** 15

**Proposed By :** Patricia McCarver

**Time Req :** 5

**Proposed :** 6/1/2015

**Item Type :** Information Item

Policy No.	Description	Ref No
3.1	<p>The Board shall govern Yavapai College proactively rather than reactively. The Board shall stay adequately informed by incorporating within the Board meeting reports from the President on strategic issues and engaging the Board in strategic thinking on relevant issues and approach its task with a style which emphasizes:</p> <ul style="list-style-type: none"> <li>- Outward vision rather than an internal preoccupation;</li> <li>- Diversity in viewpoints;</li> <li>- Strategic leadership derived from future rather than past or present thinking;</li> <li>- Clear distinction of Board and staff roles;</li> <li>- Collective rather than individual decisions; and</li> <li>- Emphasis on intended long-term impacts on the communities, not on the administrative or programmatic means of attaining those effects.</li> </ul> <p>More specifically, the Board:</p>	560664
3.6	<p>When appointed by the Board, committees will exist to assist the Board in the fulfillment of its duties and not supplant the Board's role. Board committees shall be established to help the Board do its job, not to help or advise the staff. Committees ordinarily shall assist the Board by preparing policy alternatives and implications for Board deliberation. In keeping with the Board's broader focus, Board committees shall normally not have direct dealings with current staff operations.</p>	398565
3.6.1	<p>Board committees shall not speak or act for the Board except when formally given such authority for specific and time-limited purposes. Expectations and authority shall be carefully stated in order not to conflict with authority delegated to the President.</p>	558884

**Description :** Presentation of Recommendations by the Verde Valley Board Advisory Committee (VVBAC) - INFORMATION AND DISCUSSION

**Details :** The Verde Valley Board Advisory Committee (VVBAC) has been charged to provide advice to the Yavapai College District Governing Board based on objective analysis and feedback from Verde Valley communities.

- Mr. Randy Garrison, member of VVBAC, will provide a brief summary of the committee's recommendations to the Board.

**Attachments :**

Title	Created	Filename
Minutes_DGB VVAC 2015 May 6 Approved.pdf	Jun 04, 2015	Minutes_DGB VVAC 2015 May 6 Approved.pdf

# Verde Valley Board Advisory Committee

Valley Academy for Career & Technology Education

## Approved Minutes

May 6, 2015

VVBAC Members present: Paul Chevalier, Bill Regner; Carolyn Fisher; Randy Garrison; Janet Aniol; Leona Wathogoma

VVBAC Members absent: Amber Marchant-Lee

DGB Members present: Al Filardo, VVBAC Liaison

College employees present: James Perey, Executive Dean; John Morgan, Dean of Career & Technology Education; Verde Valley Campus; Linda Buchanan, Community Education coordinator

### Call to Order

Meeting called to order at 8:29 a.m. with Chair Chevalier presiding.

### Approval of April 15 2015 Meeting Minutes

Motion by Garrison, second by Regner, to approve the Minutes as corrected. Motion carries unanimously.

### Committee member reports on information/activities

- Member Chevalier will draft presentation format for upcoming VVBAC presentation(s) to be used systematically by all Committee members; Member Fisher will convert to digitized format
- Member Aniol
- DGB Liaison Filardo states that VVBAC must advise Council and public audiences that Committee does NOT represent DGB and/or Yavapai College.

### Executive Dean Update

Compile feedback from SWOT analysis into thematic units; met with students yesterday, match to Board Ends (goals). Next step will address internally analyzing synchronous or asynchronous content delivery. Preliminary plan will likely be available for Committee review in late June. Administration, faculty, staff and students all provide input. Enrollment remains flat compared to 2014; Verde is up 15 students, 330 credit hours; students may sign up for multiple sections, and drops are likely. July 15 is deadline for payment; drops occur if students not on payment plan. Therefore, July 15 is more realistic date to validate enrollment. Working with Marketing to create printed class schedule for release late May.

Twelve students currently accepted into YC Verde LEAD program, from MUHS and CVHS; no students from SRHHS applied. First Year Experience (FYE) and PSY 101 will be taught in 8-week block; tutoring time and study time. Applicant responses indicate that entering students may be unprepared for intensive study habits required at college level. M/T/W/TH 8 a.m. – 2 p.m.; program concludes July 23. Work and study “Generation next” is impacting work and study expectations.

College is changing from Blackboard (online) format to synchronous system. ITV sites are places where students congregate, and require significant bandwidth to receive programming.

Vice Chair Regner questions if 1<sup>st</sup> year class LEAD recruits may be involved in continuing program success.

DGB Liaison Filardo states national data indicates 78% incoming freshmen fail math and science at entry-level college.

Chair Chevalier questions \$45 million in 10-year plan spending for Allied Health in Prescott Valley. Dean Perey clarifies levels of planning (faculty/department/administration) which factor into Strategic Plan. The Chair also questions scholarship application and availability for LEAD students.

-

## VACTE Presentation

### **Lois Lamer, VACTE Executive Director, and Steve Dockray, VACTE Board President**

Vice Chair Regner introduces VACTE representatives, Lamer provided VVBAC with background information and informal history of pre-VACTE; pre-90's referred to as Vocational Education, and was delivered in gender-restricted programs. Dual credit did not exist until late 90's. VACTE voted into existence in 2000, with program comparison provided for 2000/2008/2015. Dual credit means high school instructor credentialed to teach at community college; course delivered at HS, for college credit. Curriculum alignment between state standards whereas college coursework is driven by industry standards. "Crosswalk" approach determines if all standards are met. Dual enrollment must lead to college certificate, Associate's degree OR industry certification resultant from passing assessment instrument. There are now 14 Joint Technology Education Districts (JTEDs) state-wide. Ms. Lamer states that MUHS welding lab is state-of-the-art, with student completers eligible for AWS certification.

Vice Chair Regner welcomes guest Dean Morgan to discussion. Morgan states that program completions standards required by State of Arizona are driving higher dropout rates. Regner suggests Committee focus on information and program areas which might impact Committee recommendations to DGB. What is future of CTE in Verde Valley? How can YC become a more productive partner with VACTE?

Lamer further explains that Verde community operates with 2 central programs (by legal definition, classes generally can't be delivered at HS and must include 2.5 instructional hours daily, 5 days per week). To grow or offer more industry-based programming, the facility issue is restrictive, and all equipment must be industry standard. Space, place and/or partnership(s) will drive program growth. Radio/TV program will move from MUHS to YC-Verde. Transportation and scheduling are the biggest barriers to move students amongst local high schools. JTEDs do not receive bussing dollars.

Vice Chair Regner states his understanding that K-12 superintendents are willing to provide transportation to ensure success of centralized delivery. Lamer further explains that high school scheduling impositions and limited electives are driven by time and money restrictions.

Lamer clarifies that adults are allowed to participate in night classes delivered on high school campuses, but generally restricted from attending high school classes during normal school-day hours of operation. Lamer suggests following recommendation to DGB, "CTE programs are very important component of higher education, which allows students to potentially work their way through college and participate in the workforce with a livable wage."

High schools conduct exit interviews and CTE conducts placement interviews to determine if graduates/completers are following their chosen CTE.

Chair Chevalier requests clarification on resources contributed by JTED, college and high schools. Fire science is located at Verde Valley Campus, and Nursing is located at Verde Valley Medical Center. Educational Services Contract defines resource alignment between YC and Mountain JTED. Lamer states that business partnerships assist success of YC/Mountain JTED.

Lamer laments potential legislative action to cut all government funding for satellite JTED services in 2016-17 budget. Garrison reviews political history of Verde Valley wherein local school boards prefer satellite delivery (for revenue generation). VACTE Board has workshop scheduled in Fall 2015 to discuss budget and planning. Open invitation will be issued for community participation. Garrison seeks partnership between YC, VACTE and municipalities to ensure greater community access. Garrison gave brief description of his understanding of "Move On When Ready." Garrison states that collective, community-based campus would better serve students of all ages, as well as taxpayers. Garrison favors centralized campus.

Vice Chair Regner suggests VACTE initiate and lead community-based initiative to change delivery model and align process with centralized campus.

## Review of VACTE Presentation

Vice Chair Regner suggests Committee make recommendation to DGB to engage in changing process to assist VACTE and Verde communities in accepting and appreciating centralized model.

Chair Chevalier states his understanding that both Dean Morgan and director, Lamer, favor centralized campus.

Member Wathogoma states appreciation

## Review of Campus Master Plan

Chair Chevalier says he has been overwhelmed with public comment favoring removing potential sale of Sedona Center from 10-Year Plan. **Member Aniol moves and Garrison seconds motion to make a Committee recommendation to remove sale of Sedona Center. DGB Liaison Filardo wants to check language of current contracts. Motion passes unanimously.**

## Ownership Linkage

Chair Chevalier introduces discussion of proposed facilitator to assist in compiling a summary of Committee research and recommendations. DGB President McCarver is requiring joint meeting between DGB and VVBAC. DGB Liaison Filardo requested written statement from DGB, and read into record (see attached). DGB requests meeting be scheduled prior to DGB June 9 meeting. Chair Chevalier suggests altering June 3 meeting agenda to accommodate this request. Chevalier states that he is concerned that certain matters require further investigation before recommendations would be validated.

Member Aniol feels that the community already voted and favors change. Vice Chair Regner states his concern that individual input from Committee members may be misconstrued as Committee recommendation. Regner is uncertain whether DGB patience or time frames are driving tight deadline for feedback. He feels that Committee is being forced to move more quickly than desired.

Vice Chair Regner wants core transfer degree courses, 2+2 programming with state universities, and CTE offered in Verde Valley. Online education should be embraced as future of education **county-wide**, and should take priority over capital expenditures for campus facilities. Best use of shrinking revenue is not investment in additional facilities in Prescott and Prescott Valley. Member Fisher agrees with Regner regarding "bricks and mortar" strategy.

Chair Chevalier requests Committee input into ½ day retreat to assess priorities. Greater discovery process will guide recommendations regarding consideration of separate administrative district.

**Aniol makes motion and Fisher seconds recommendation to select a Committee retreat of W May 20, 8 a.m. – 12 p.m, site at VACTE. Motion passes unanimously.**



Vice Chair Regner makes motion and Fisher seconds providing response to DGB Chair McCarver that Committee accepts invitation for facilitated joint meeting. Motion carries unanimously.

DGB Filardo states appreciation of Committee work, and further focus on access issues and defining centralization. What are desired outcomes of facilitated meeting? Chair Chevalier favors moving quickly using same selection protocol to replace Amber Marchant-Lee.

Chair Chevalier leads discussion of proposed summary and recommendations for DGB. Chair Chevalier will provide clarification to DGB that Committee is requesting delay of approval of capital budget-specific items; not delay of entire budget approval. Member Garrison requests that YC President report to DGB regarding feedback to Committee recommendations. DGB Liaison Filardo states concern that there is insufficient information regarding capital expenditures for culinary, Sedona Center, and Performing Arts. Chair Chevalier believes that college is misrepresenting Carver Model and is unconstitutional.

### Future Meeting Schedule

- May 20 8:00 a.m. – 12 p.m. ½ day retreat at VACTE
- May 21 8:30 a.m. Verde Valley Campus M-137 presentation from Verde Valley Medical Center, Barbara Dember, CEO
- June 3 8:30 a.m. Verde Valley Campus, presentation regarding online learning from Stacey Hilton, Dean for Computer Technology & Instructional Support. Amend to accommodate DGB facilitated meeting
- June 17 8:30 a.m. Sedona Center, Room #34, presentation from Craig Ralston, YC Dean of Arts & Humanities
- July 1 8:30 a.m. TBD, invite Dean Scott Farnsworth, HPER
- July 15 8:30 a.m. TBD, invite CATS/LYNX

### Adjourn

Motion by Member Fisher, second by Member Garrison, to adjourn. Motion carries unanimously.

Meeting adjourned at 10:45 a.m.

**Presenter :** Patricia McCarver

**Start Time :** 1:44 PM

**Item No :** 16

**Proposed By :** Patricia McCarver

**Time Req :** 15

**Proposed :** 3/23/2015

**Item Type :** Information Item

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

**Description :** Information from the President to Include: Yavapai College Baseball; Top-Ranked Arizona Community College Affordable Online Classes; DK Ranch Proposal; College For Kids; College Highlights; Facilities Management News; and Other Related Issues - INFORMATION AND/OR DISCUSSION

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

- Yavapai College Baseball
- Top-ranked Arizona Community College for affordable online classes and 24th in the country
- DK Ranch Proposal
- College For Kids
- College Highlights - June 2015 - Attached - Information Only
- Facilities Management News - June 2015 - Attached - Information Only
- Other Related Issues

**Attachments :**

Title	Created	Filename
Baseball.pdf	Jun 02, 2015	Baseball.pdf
OnLine Classes.pdf	Jun 02, 2015	OnLine Classes.pdf
June 2015 College Highlights.pdf	Jun 02, 2015	June 2015 College Highlights.pdf
June 2015 YAVAPAI COLLEGE Facilities Management News.pdf	Jun 02, 2015	June 2015 YAVAPAI COLLEGE Facilities Management News.pdf



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# **DID YOU KNOW?**

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**– Top-ranked Arizona  
community college  
for affordable online  
classes**

**– 24th ranked in  
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## June 2015 College Highlights

### Student Development

- YC is hosting the Native American Youth Forum on the Prescott Campus on June 26<sup>th</sup>.
- Recruitment has implemented a phone campaign for all students that applied for admission and have not taken the next step to encourage Fall 2015 enrollment.
- Academic Advising is undertaking a similar campaign for all students that have applied for admission, have Pell grant eligibility, and have not enrolled for Fall 2015 to encourage enrollment.
- Answer Center staff members are phoning all students who have enrolled for Fall 2015 and have not paid or set up a payment plan. This should help the usual “enrollment melt” on July 15<sup>th</sup> when deferred payment ends.
- Recruitment will be visiting Sedona Resorts to promote the new hospitality and culinary programs.
- First Year Experience Council is putting the finishing touches on the new student *Passport to Success* program for both Prescott and Verde Campuses to encourage early engagement and connection to YC activities and events.
- Student Engagement in collaboration with the Foundation is using funds from a small grant to refurbish the Prescott Campus Trail by hosting several activities to promote the trail as well as general healthy activities available on campus.
- Learning Center has 7 Student Success Workshops scheduled for the summer.
- Title IX and VAWA compliance is in place to meet the July 1<sup>st</sup> deadline – Training for students, staff and faculty being developed. Resources, policies and procedures are in place.

### Career and Technical Education

- **Justin Brereton**, Professor of Agriculture, is spending two months this summer completing an internship with Chino Valley Farms. Professor Brereton will be working in a greenhouse in addition to the Prescott Farmers Market and CSA to gain more knowledge on production for direct sale into the market place.

- **Elizabeth Peters and Rick Peters**, Professors of Electrical Instrumentation Technology, are hosting Robotics Camps at the CTEC campus during the month of June. The camps are free to children ages 10-13. This year, a third week of camp was added specifically targeting young girls interested in a STEM career (Science, Technology, Engineering and Math). The camps filled quickly and are designed to provide hands on robotics experiences to youth prior to entering high school, and to explain to them how a pathway works from high school through college.
- The Community Garden of Yavapai College was awarded \$1,000 in the Seeds of Change grant. Please see attached photo of **Justin Brereton**, Professor of Agriculture, with Terri Roza, Senior Peer Prevention Program (center) and Cindy Thomas, Chino valley Senior Center Director (left). We will work with them to provide some hands on workshops for the Senior Citizens since we did not receive the \$20,000 needed to build a garden.



- The second planting for spinach trials at the Chino Valley Campus took place May 14, 2015. The third planting will be June 15<sup>th</sup>, and first public viewing will be the first week of July, depending on crop growth. Trial can be viewed at <http://www.wunderground.com/webcams/webbieatyc/3/show.html>

## Computer Technologies and Instructional Support

- The Summer Institute saw a large increase in attendance this year. The 3-day event focused on training faculty on our new Learning Management System (LMS), Instructure Canvas, that the College will transition to in the Fall 2015 semester. Guest Trainers from Instructure Canvas, Embry Riddle, Phoenix College, and Glendale Community College helped to provide meaningful and knowledgeable advice and instruction to our faculty as we develop our own best practices for utilizing Canvas. Numerous training opportunities are being provided during the summer, and into the fall semester to support faculty, staff and students in this transition.
- **Shelly Gilliam**, YC Library Interim Public Services Manager, Instructional Services Archivist and Government Docs Librarian, received her Master's in Library & Information Science from the University of Arizona.

## Arts and Humanities

- **Laraine Herring**, Professor of Creative Writing and Psychology, published a book, *Writing Begins with the Breath* (Shambhala 2007), which was reviewed 5/8/15 by KNAU's book reviewer, Mary Sojourner, as part of their Southwest Book Review program.

<http://knau.org/post/knaus-southwest-book-review-laraine-herrings-writing-begins-breath>

## Foundation Studies

- Tina Luffman (English/Reading Faculty) and Nancy Schafer (recently retired English/Reading Faculty) made a change to the Developmental Reading curriculum which will go into effect this fall. Instead of having two separate Reading courses (ENG 082 and ENG 083), which usually ran concurrently, they developed a single course, ENG 085. This new course is 4 credit hours instead of 3 credit hours, and will provide students with a single course to meet their reading requirements. This course will also be offered online to offer students additional registration options.

## Sciences, Health and Public Services

- The NJCAA Western District Champion Roughrider baseball team qualified as one of 10 teams across the country for the Junior College World Series. Unfortunately, they lost both games and left the tournament without a win. However, it was a great season for YC baseball.





# YAVAPAI COLLEGE FACILITIES MANAGEMENT NEWS

June 2015

Greetings from Facilities!

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

## **College Wide Campus Master Plan Phase 1a**

### CTEC Classroom and Laboratory Renovation

Construction continues with the pouring of concrete decking for mezzanine storage. New classroom and computer rooms are being framed and drywall installed. New bathrooms are being constructed at the northeast side of the building near Robotics and Auto Body. The abandoned restroom in this area is being converted to a Bluing facility for Gunsmithing.

Engraving and the old student lounge is being demolished in preparation for the Regional Economic Development Center offices and work room. Administrative areas of the building are being remodeled for student services use along with additional faculty offices. Also in June, work will occur in Gunsmithing and CNC. CTEC renovation work is scheduled to conclude by July 31, 2015.



South Mezzanine Storage



Mezzanine Storage Between Automotive and Diesel



Framing of Walls for Classrooms and Computer Labs



Renovating Space for Bluing Lab-Gunsmithing



Future Location of REDC Offices and Workroom

Building 1 University Transfer Center and Renovation/Building 3 Student Activity Center

In Building 1, first floor, millwork for the cashier's station and reception area is being fabricated with an install date of June 8. June 8 is also when demolition will begin for the new Transfer Center.

On the second floor, the new Testing Center is open and serving students. Work is finishing up in the expanded Learning Center with the installation of lighting, ceiling tiles and glass. Demolition is under way for the renovation of classrooms 224, 225 and 226 along with the adjacent Veteran's lounge.

In Building 3, the first floor fire sprinkler retrofit will be complete in June. Also on the first floor, the multi-purpose room ceiling grid is being installed, monitors are being hung, HVAC duct work being installed and will be complete by the end of June. The Student Activity Center walls are being prepped for paint, carpet is being installed along with glass. The renovation and expansion of the restrooms is complete except for the partitions which will be installed in late June. Restrooms are open.

On the second floor of Building 3, the sprinkler retrofit is complete; the HVAC modifications are in the test and balance stage.

The outdoor areas adjacent to Building 3 and the area between Building 2 and 3 is receiving new covered and open seating areas, pavers, additional trees and shrubs along with lighting. The landscaping will continue until the end of June.

In addition to the landscaping, Building 2 is receiving a new roof. Please use extreme caution when entering these areas, and please follow designated routes to access the buildings while heavy construction is under way. Roof replacement is scheduled to be complete by June 30.

A shout out to the Purchasing Department; Ryan Bouwhuis, Sheri Denny and Catherine Trapp for compiling the furniture order for all of the CMP Phase 1a work and ensuring it will be delivered on time and under budget!



Learning Center



Veteran's Lounge



Building 3 Multipurpose Room



Student Activity Center Conference and Club Rooms



Site Preparation Building 3



Site Preparation between Buildings 2 and 3

SmithGroup/JJR

Project Manager: David Laurence

Moving Manager/Logistics: Chris Larson

McCarthy Building Companies





Building 2 Roof Replacement

Michael Taylor Architects

Progressive Roofing/Haley Construction

Project Manager: Bruce Hustedt

#### Upcoming Campus Master Plan Projects

During the month of July, the start of the design process (programming) will begin for the renovation of Building 29 Regional Economic Development Center, the renovation/expansion of Building 31 for Osher Lifelong Learning, college-wide way finding and Prescott/Verde Valley Campus open space improvements.

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

## CONSTRUCTION UPDATES

### Performing Arts Center Elevator

The mechanical, electrical, plumbing rough-in is complete as construction continues on the second floor with the installation of metal studs for the curtain wall and balcony. Due to a weather delay, the elevator cab delivery date is now June 8.



Installing Framing and Drywall at Second Floor Landing



Enclosing the Second Floor Balcony

GLHN Architects and Engineers

Haley Construction, Inc.

Project Manager: David Laurence

Chino Valley Agribusiness Center Shade Structure

Coming soon, the long awaited covered storage for Linesman program vehicles. Bids were received and a contract was awarded.

McCarthy Building Companies

Project Manager: Chris Larson

## **PREVENTIVE MAINTENANCE PROJECTS**

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

Domestic Water Line Replacement Building 1 and 4 - Complete  
Domestic Water Line Replacement Building 2 – Substantial Completion  
Two Building 3 Air Handlers Installed Tie-In – Substantial Completion  
Stucco Repair/Exterior Painting of the Sedona Site – July through September 2015  
Roof Replacement Sedona Site – September 15 - October 15, 2015  
Roof Replacement Verde Valley Campus Building L – Complete  
ADA Access Upgrade Verde Valley Campus – In-process  
Epoxy Coating/Water Proofing Verde Valley Campus Building L – Receiving Quotes  
ADA Parking Lot Modifications at the Verde Valley Campus – Design  
Roof Replacement of Building 2, Prescott Campus – May 15 through June 30  
Pavement Rehabilitation, Sheldon to Low Water Crossing – Summer 2015

Michael Taylor Architects, Inc.

Haley Construction, Inc

Project Manager: Bruce Hustedt

## **EMERGENCY MANAGEMENT/SAFETY and HEALTH – Kenny Krebbs/Peter Oppenheim**

In May, Risk Management and the Trust conducted comprehensive inspections of all district locations and created work orders to address any safety concerns. New signage was installed in the pool and locker room areas to highlight safety rules. A new process for conducting ergonomic evaluations was also implemented. The college's partnership with Amateur Radio Emergency Services (ARES), to provide alternate and back-up emergency communications for county emergency services, was renewed. All new first aid kits were installed locations college-wide.

In June, new emergency response guides will be created and displayed throughout all campuses. An all-new website for risk management and safety will be created and regular site safety inspections will continue at all campuses. On June 22<sup>nd</sup>, we will support Embry Riddle with their evacuation drill by providing a safe off-campus assembly point.

Safety is everyone's responsibility!

Please don't prop doors open with rocks or other materials. The rocks are a trip hazard and fire doors must be kept closed. Chocking exterior doors open also is a security concern and impairs the HVAC system causing it to work harder, use more energy and limits its ability to maintain a stable temperature.

### **FACILITIES MANAGEMENT NEW TEAM MEMBERS**

No new team members for the month, however Facilities has an open position for the vacant HVAC Supervisor slot along with the vacant Prescott Campus Custodian/Set-up position.

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

Under Construction

**Presenter :** Patricia McCarver

**Start Time :** 1:59 PM

**Item No :** 17

**Proposed By :** Patricia McCarver

**Time Req :** 10

**Proposed :** 3/23/2015

**Item Type :** Information Item

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

**Description :** Information from Instruction and Student Development to Include: Update on The Lead Program; and Other Related Issues - INFORMATION AND/OR DISCUSSION

**Details :** Dr. Stuart Blacklaw, Provost and Vice President for Instruction and Student Development will present and update on the following:

- The Lead Program
- Other Related Issues

**Attachments :**

Title	Created	Filename
2015-06-09 The Lead.pdf	Jun 02, 2015	2015-06-09 The Lead.pdf



# The Lead

The Summer Bridge Program for Yavapai County High School Graduates Begins

# Classes are Underway!

- ▶ Prescott Campus Program:
  - 24 students from 9 different high schools
- ▶ Clarkdale Campus Program:
  - 6 students from 1 high school (Mingus)





# By the Numbers

- ▶ 57 nominees from 10 high schools
- ▶ Admission was offered to 52 students
- ▶ Total Program Enrollment is 30 students



# The Nominations

- ▶ Mingus (16)
- ▶ Northpoint Academy (16)
- ▶ Campus Verde (10)
- ▶ Bradshaw Mountain (6)
- ▶ Mayer (3)
- ▶ Bagdad (2)
- ▶ Chino Valley (2)
- ▶ PUSD (1)
- ▶ Yavapai County HS (1)



# Offers and Matriculation

- ▶ Mayer (3/3/3)
  - 100% offered; 100% enrolled
- ▶ PUSD (1/1/1)
  - 100% offered; 100% enrolled
- ▶ Yavapai County HS (1/1/1)
  - 100% offered; 100% enrolled
- ▶ Northpoint Acad. (16/11/9)
  - 68.8% offered; 81.8% enrolled
- ▶ Bradshaw Mountain (6/6/4)
  - 100% offered; 67% enrolled
- ▶ Bagdad (2/2/1)
  - 100% offered; 50% enrolled
- ▶ Chino Valley (2/1/1)
  - 100% offered; 50% enrolled
- ▶ Mingus (16/16/8)
  - 100% offered; 50% enrolled
- ▶ Campus Verde (10/10/2)
  - 100% offered; 20% enrolled
- ▶ TOTAL (57/52/30)
  - 91.2% offered; 52.6% enrolled



**Presenter :** Patricia McCarver

**Start Time :** 2:09 PM

**Item No :** 18

**Proposed By :** Patricia McCarver

**Time Req :** 10

**Proposed :** 3/23/2015

**Item Type :** Procedure Item

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

**Description :** SHORT RECESS - PROCEDURAL

**Details :**

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver

**Start Time :** 2:19 PM

**Item No :** 19

**Proposed By :** Patricia McCarver

**Time Req :** 0

**Proposed :** 3/23/2015

**Item Type :** Heading

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

**Description :** MONITORING REPORTS - HEADING

**Details :**

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver

**Start Time :** 2:19 PM

**Item No :** 20

**Proposed By :** Patricia McCarver

**Time Req :** 5

**Proposed :** 3/23/2015

**Item Type :** Monitoring & Decision

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

**Description :** Receipt of President's Monitoring Report - Executive Limitation 2.3 - Financial Management - MONITORING, DISCUSSION, AND/OR DECISION

**Details :** Executive Limitation 2.3 - Financial Management

The President shall not allow annual financial planning and budgeting that deviates materially from the Board's Ends' priorities, jeopardizes financial solvency, or fails to be part of a multi-year strategic management plan, or violates applicable statutes.

**MOTION OPTIONS:**

1. If Board intends to accept Monitoring Report:

We have read the President's Monitoring Report regarding Policy 2.3, we believe that the interpretation of the policy provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we accept the Monitoring Report for Policy 2.3.

2. If Board intends to not accept Monitoring Report:

Interpretation: We have read the President's Monitoring Report regarding Policy 2.3 and we believe that the interpretation of the policy provided is not reasonable. Therefore, I move that we not accept the Monitoring Report for Policy 2.3. I move that the President provide the Board with a new Monitoring Report for Policy 2.3 [at the X board meeting] [within X amount months] that includes a new interpretation.

If For Insufficient Evidence:

We have read the President's Monitoring Report regarding Policy 2.3 and we believe that the interpretation of the policy provided is reasonable, but we do not believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we not accept the Monitoring Report for Policy 2.3. I move that the President provide the Board with a new Monitoring Report for Policy 2.3 [at the X board meeting] [within X amount months] that provides sufficient evidence to support the conclusion of compliance.

**Attachments :**

Title	Created	Filename
Monitoring Report Executive Limitations Policy 2 3 - June 2015.pdf	Jun 02, 2015	Monitoring Report Executive Limitations Policy 2 3 - June 2015.pdf
Compilation - 2.3.pdf	Jun 08, 2015	Compilation - 2.3.pdf

**Monitoring Report**  
**Executive Limitations 2.3 – Financial Management**  
**June 2015**

**Executive Limitations 2.3 – Financial Management**

The President shall not allow annual financial planning and budgeting that deviates materially from the Board’s Ends priorities, jeopardizes financial solvency, or fails to be part of a multi-year strategic management plan, or violates applicable statutes.

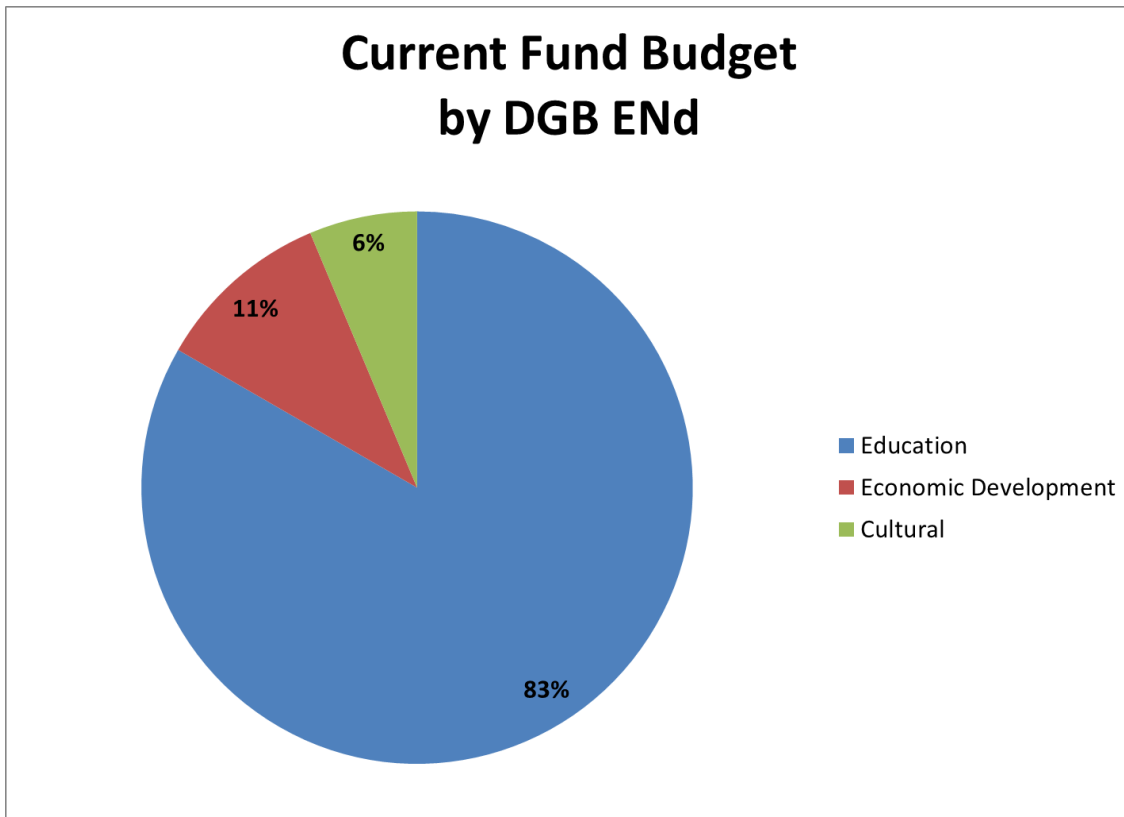
**President’s Interpretation:**

Financial management of the College’s resources is not an end to itself. The fiscal stewardship is an essential component of meeting the Board’s Ends. As the Board annually reviews its Ends, it is the responsibility of the administration to plan the budget to ensure achievement of the Ends, the College’s strategic initiatives, and financial solvency. The College’s budgetary plan must be responsive to not only legal requirements, but also revenues’ and expenses’ projections from local, state, and federal incomes as well as enrollment projections and endowed funds.

**Supporting Evidence:**

**Financial Planning & Budgeting that aligns with the Board’s Ends priorities**

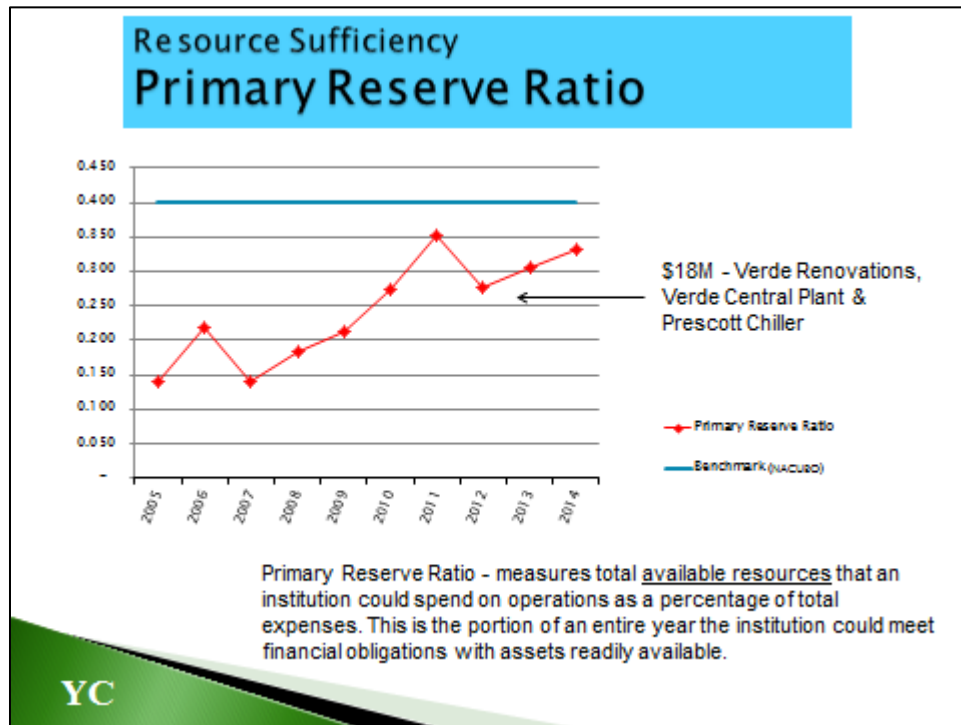
The following is an estimate of the college Education & General Budget Budget, allocating expenses to the Boards’ Ends of Education, Economic Development, or Cultural Enrichment. In the case where a department supports multiple ends, the budget or asset was split 50%-50%.



## Financial Solvency

The Board has established fund reserve minimums for both the Operating and Capital Funds. As was demonstrated through Monitoring Report 2.3.2 – Reserves, these fund reserve targets have been consistently exceeded. Moreover, as has been demonstrated in the annual Budget Book, the College has created contingency expense budgets to cover the eventuality that the revenue targets are not achieved in any given year.

As discussed with the Board earlier this year, the College reports four financial ratios to our accrediting agency, the Higher Learning Commission, on an annual basis. As you can see from the chart below, the college reserves are below the HLC target, but trending in the right direction.



College Administration purposefully exceeds the minimum thresholds established by the Board, both to address cash flow concerns and to improve the Primary Reserve Ratio which is monitored by investors. The College's sound fiscal stewardship is reflected in part in our credit ratings from Standard & Poor's Global Credit portal Ratings Direct® of AA- and Moody's Aa2.

## Budget Alignment with Multi-Year Strategic Management Plan

The College developed a four year Strategic Plan in the Fall of 2010. This plan aligns with the Board's Ends as we strive to improve academic excellence, economic development, and cultural enrichment. The College documents progress on the plan via an annual report. During FY2014, the College formally decided to extend the four year plan by a year, and to develop the new Strategic Plan during FY2015. A copy of the most recent annual report can be found at <http://www.yc.edu/v5content/strategic-planning/docs/Yavapai%20College%20Strategic%20Plan%202011-2014%20Reportr1.pdf>.

The Budget Cycle is integrated with the Strategic Planning Cycle, as can be seen from the following link <http://www.yc.edu/v5content/strategic-planning/docs/Strategic%20Planning%20Cycle%20V8-%20feb%202015.xlsx>

Over a series of months, the Administration systematically presents a series of budget-related information to the Board as is documented on our college's budget website. <http://www.yc.edu/v5content/budget/>

As part of the Preliminary Budget presentation to the DGB, the College provides 5 year projections of Revenues and Expenses to project both financial solvency and compliance with the AZ Expenditure Limitation statute. The College also presents its capital budget in a multi-year format for Preventative Maintenance Plans, Equipment Replacement Plans, and Capital Improvement Plans (CIP).

Budgets do not violate applicable statutes

Yavapai College has received the Certificate of Achievement from GFOA for over 10 years in a row, and has had unqualified audit opinions during that same timeframe.

**President's Conclusion:**  
**I report compliance.**



**Presidential Monitoring Worksheet for Executive Limitations Policies  
Policy 2.3 – Financial Management**

**Compilation - June 2015**

<b>Executive Limitation 2.3</b>	<b>Financial Management</b> The President shall not allow annual financial planning and budgeting that deviates materially from the Board’s Ends’ priorities, jeopardizes financial solvency, or fails to be part of a multi-year strategic management plan, or violates applicable statutes.	
Is the interpretation reasonable?	YES <b>5</b>	NO
Does the data demonstrate compliance with the interpretation?	YES <b>3</b>	NO <b>1</b>
Is there sufficient evidence to convince me that a reasonable interpretation of the Executive Limitation has been achieved?	YES <b>3</b>	NO <b>2</b>
Having reviewed the monitoring report, does anything you have learned make you consider whether this section of the policy itself should be amended?	YES <b>1</b>	NO <b>3</b>
<p>Comments:</p> <p><b>As stated in the Presidential Monitoring Worksheet for Executive Limitations Policies, financial planning and budgeting should be part of a multi-year strategic management plan. The previous strategic plan ended in 2014. There should have been a 2015-2019 plan to serve as one of our guides in managing the College’s financial planning and budgeting process. Extending the previous strategic plan for one more year is not an effective, thorough process by which to create a multi-year strategic plan. A draft multi-year strategic plan should be presented to the DGB and subsequently approved months before a budgeting process. This should result in the budget reflecting the directions outlined in the approved strategic plan.</b></p> <p><b>Provide specific project data within categories.</b></p>		

<b>The following questions will apply to the WHOLE policy:</b>		
Is there sufficient evidence to indicate compliance with the WHOLE policy, not just portions of it?	YES <b>3</b>	NO <b>1</b>
Is there reason to doubt the integrity of the information presented?	YES	NO <b>4</b>
<p>Comments:</p> <p><b>I have no reason to doubt the integrity of the information presented. However, I don’t see appropriate connection between a multi-year strat. Plan and the financial planning &amp; budgeting as stated in 2.3.</b></p>		

**SHADED ITEMS** should be raised for discussion at the meeting.

**Presenter :** Patricia McCarver      **Start Time :** 2:24 PM      **Item No :** 21  
**Proposed By :** Patricia McCarver      **Time Req :** 0  
**Proposed :** 3/23/2015      **Item Type :** Heading

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

**Description :** OWNERSHIP LINKAGE - HEADING

**Details :**

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver      **Start Time :** 2:24 PM      **Item No :** 22  
**Proposed By :** Patricia McCarver      **Time Req :** 5  
**Proposed :** 3/23/2015      **Item Type :** Information Item

Policy No.	Description	Ref No
3.5.5	All Board liaisons are appointed by the Board Chair annually. The role of a Board liaison is to serve as a communication representative between the Board and committee. The Board liaison serves as the point of contact for information review, input, and approval prior to Board receipt. Board liaisons attend and participate in all meetings and conference calls of their assigned committees. Board liaisons should provide advice and input to their assigned committees, especially in terms of Board policies. Upon request, Board liaisons provide written or oral reports on the progress of their assigned committees. The positions are:  1) Foundation Liaison 2) AADGB Representative 3) Board Spokesperson	560681

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

**Details :** Arizona Association for District Governing Boards (AADGB) - Ray Sigafos

Verde Valley Board Advisory Committee (VVBAC) - Al Filardo

Yavapai College Foundation - Dr. Patricia McCarver

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver  
**Proposed By :** Patricia McCarver  
**Proposed :** 3/23/2015

**Start Time :** 2:29 PM  
**Time Req :** 0  
**Item Type :** Heading

**Item No :** 23

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

**Description :** OTHER INFORMATION - HEADING

**Details :**

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver  
**Proposed By :** Patricia McCarver  
**Proposed :** 3/23/2015

**Start Time :** 2:29 PM  
**Time Req :** 5  
**Item Type :** Information Item

**Item No :** 24

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

**Description :** Correspondence to the Board - RECEIPT

**Details :**

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver

**Start Time :** 2:34 PM

**Item No :** 25

**Proposed By :** Patricia McCarver

**Time Req :** 5

**Proposed :** 3/23/2015

**Item Type :** Decision Item

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

**Description :** Proposed Dates and Places of Future Meetings for the Remainder of 2015  
- DISCUSSION AND/OR DECISION

**Details :** The Board will discuss the Proposed Dates and Places of Future Meetings for:

- Remainder of 2015

**Attachments :**

Title	Created	Filename
2015- Proposed Dates and Places of Future Meetings.pdf	Jun 04, 2015	2015- Proposed Dates and Places of Future Meetings.pdf

## PROPOSED DATES AND PLACES OF FUTURE MEETINGS - 2015

TYPE OF MEETING	DATE/DAY/TIME/LOCATION
Regular Board Meeting	January 13, 2015, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House
New Member Orientation	February 2, 2015, Monday, 12:00 noon Location: Prescott Campus - Bldg. 32, Rm 113
Board Retreat	February 3, 2015, Tuesday, 8:30 a.m. Location: Prescott Campus - Bldg. 32, Rm 119
Regular Board Meeting	February 3, 2015, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House
Regular Board Meeting	March 3, 2015, Tuesday, 1:00 p.m. Location: Sedona Center - Rm 34
Regular Board Meeting	April 14, 2015, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House
Special Board Meeting	May 6, 2015, Wednesday 1:00 p.m. Location: Prescott, Rm 32-119 and Verde Valley, G-103 (video conf)
Verde Valley Commencement	May 8, 2015, Friday, 6:00 p.m. Location: Verde Valley Campus
Nursing Pinning Ceremony	May 9, 2015, Saturday, 1:00 p.m. Location: Prescott Campus - Performing Arts Center
Prescott Commencement	May 9, 2015, Saturday, 6:00 p.m. Location: Prescott Campus - Performing Arts Center
Northern Arizona Regional Training Academy (NARTA) Commencement	May 14, 2015, Thursday, 11:00 a.m. Location: Prescott Campus - Performing Arts Center
Board Budget Workshop	May 19, 2015, Tuesday 10:30 a.m. Location: Prescott Campus - 32-119
Regular Board Meeting	May 19, 2015, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House
<b>Truth In Taxation Hearing</b>	<b>June 9, 2015, Tuesday, 11:00 a.m.</b> <b>Location: Prescott Campus-Community Room 19-147</b>
<b>Truth in Taxation Special Meeting</b>	<b>June 9, 2015, Tuesday, 11:30 a.m.</b> <b>Location: Prescott Campus-Community Room 19-147</b>
<b>Budget Public Hearing</b>	<b>June 9, 2015, Tuesday, 11:45 a.m.</b> <b>Location: Prescott Campus-Community Room 19-147</b>
<b>Budget Adoption Meeting</b>	<b>June 9, 2015, Tuesday, 12:20 p.m.</b> <b>Location: Prescott Campus-Community Room 19-147</b>
<b>Regular Board Meeting</b>	<b>June 9, 2015, Tuesday, 1:15 p.m.</b> <b>Location: Prescott Campus-Community Room 19-147</b>
<b>International Policy Governance Association(IPGA) Annual Conference</b>	<b>June 18-20, 2015 Location: Vancouver, Canada</b>
<b>JULY 2015 - NO BOARD MEETING</b>	
<b>Regular Board Meeting</b>	<b>August 11, 2015, Tuesday, 1:00 p.m.</b> <b>Location: Prescott Campus - Rock House</b>
<b>Board Retreat - Strategic Planning</b>	<b>August 31, 2015, Monday - 9:00 a.m.</b> <b>Location: Prescott Campus-Rock House</b>
<b>Regular Board Meeting</b>	<b>September 1, 2015, Tuesday, 1:00 p.m.</b> <b>Location: Verde Valley Campus - Bldg. M, Rm 137</b>
<b>Regular Board Meeting</b>	<b>October 6, 2015, Tuesday, 1:00 p.m.</b> <b>Location: Town of Prescott Valley Auditorium</b>
<b>Association of Community College Trustees (ACCT) Leadership Congress</b>	<b>October 14 - October 17, 2015 Location: San Diego, CA</b>
<b>Regular Board Meeting</b>	<b>November 10, 2015, Tuesday, 1:00 p.m.</b> <b>Location: Chino Valley Agribusiness Center-Rm 120/121</b>
<b>Northern Arizona Regional Training Academy (NARTA) Commencement</b>	<b>December 3, 2015 - TBD</b> <b>Location: Prescott Campus - Performing Arts Center</b>
<b>Nursing Pinning Ceremony</b>	<b>December 12, 2015 - TBD</b> <b>Location: Prescott Campus - Performing Arts Center</b>
<b>Annual Board Retreat</b>	<b>December 2015 - TBD</b> <b>Location: Prescott Campus - Rock House</b>
<b>Regular Board Meeting</b>	<b>December 8, 2015, Tuesday, 1:00 p.m.</b> <b>Location: Prescott Campus - Rock House</b>

February 3, 2015 (First Tuesday of the Month) changed due to scheduling conflicts

March 3, 2015 (First Tuesday of the Month) changed due to Spring Break scheduled for March 9<sup>th</sup> - 13<sup>th</sup>

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

**Presenter :** Patricia McCarver

**Start Time :** 2:39 PM

**Item No :** 26

**Proposed By :** Patricia McCarver

**Time Req :** 45

**Proposed :** 3/23/2015

**Item Type :** Procedure Item

Policy No.	Description	Ref No
4.5	The Board shall negotiate a contract with the President that shall stipulate compensation and benefits for the President.  The President's remuneration shall be decided in or about June of each year and shall be consistent with any existing contract, after a review of monitoring reports received in the last year.	560686
2.1.1	The President shall not cause or allow personnel policies and procedures that are illegal, unethical, or not in conformance with college policies or best practices.	344128

**Description :** EXECUTIVE SESSION - A.R.S. §38-431.03(A)(3), Receive Legal Advice Regarding Policy 2.1.1.Due Diligence Review; and, A.R.S. §38-431.03(A)(1), Review of President's Annual Evaluation, Compensation, and Employment Agreement - PROCEDURAL

**Details :** - Pursuant to A.R.S. §38-431.03(A)(3), Receive legal advice regarding Policy 2.1.1.due diligence review.  
- Pursuant to A.R.S. §38-431.03(A)(1), Review and consideration of President Wills' annual evaluation, compensation, and employment agreement (the employee has been notified in writing).

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver

**Start Time :** 3:24 PM

**Item No :** 27

**Proposed By :** Patricia McCarver

**Time Req :** 5

**Proposed :** 3/23/2015

**Item Type :** Decision Item

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

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

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

**Attachments :**

No Attachments

**Presenter :** Patricia McCarver

**Start Time :** 3:29 PM

**Item No :** 28

**Proposed By :** Patricia McCarver

**Time Req :** 1

**Proposed :** 3/23/2015

**Item Type :** Procedure Item

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

**Description :** ADJOURNMENT OF REGULAR MEETING - PROCEDURAL

**Details :**

**Attachments :**

No Attachments