



**Regular Board Meeting
Agenda Summary
District Governing Board Regular Meeting
Tuesday, January 16, 2018
1:00 PM**

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

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

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

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

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

Item No.	Item	Time Req.	Start Time	Ref No.
1	CALL TO ORDER - HEADING	0	1:00 PM	720279
2	Call to Order - PROCEDURAL	1	1:00 PM	720280
3	Pledge of Allegiance - PROCEDURAL	1	1:01 PM	720281
4	Welcome Guests and Staff - PROCEDURAL	1	1:02 PM	720282
5	Approval of District Governing Board November 14, 2017 Executive Session and Regular Meeting Minutes, and the December 11, 2017 Retreat Minutes, - DISCUSSION AND DECISION	2	1:03 PM	720283
6	Adoption of Agenda - DECISION	1	1:05 PM	720284
7	OWNERSHIP LINKAGE - HEADING	0	1:06 PM	720285
8	Election of Board Officers - Chair, Secretary, and Board Member Liaison Committee Appointments for 2018 - DISCUSSION AND/OR DECISION	10	1:06 PM	720286
9	Open Call - PROCEDURAL	20	1:16 PM	720287

Item No.	Item	Time Req.	Start Time	Ref No.
10	MONITORING REPORT - HEADING	0	1:36 PM	720380
11	November Board Meeting Evaluation - INFORMATION AND/OR DISCUSSION	10	1:36 PM	720382
12	CONSENT AGENDA - HEADING	0	1:46 PM	720288
13	Receipt of Report on Revenues and Expenditures - December 2017 - RECEIPT, DISCUSSION, AND/OR DECISION	1	1:46 PM	720289
14	Consideration for Approval of Faculty Sabbatical Request for 2018-2019 - RECEIPT, DISCUSSION, AND/OR DECISION	2	1:47 PM	755390
15	For Consideration for Approval of the First Amendment to the Intergovernmental Agreement Between Yavapai College and Mayer Unified School District for a Public Notice Electronic LED Sign - RECEIPT, DISCUSSION AND/OR DECISION	1	1:49 PM	754812
16	For Consideration for Approval of the Second Amendment to the Intergovernmental Agreement (IGA) Between Yavapai College and Humboldt Unified District No. 22 for the Purpose of Providing On-Site Nursing Training - RECEIPT, DISCUSSION ND/OR DECISION	2	1:50 PM	755455
17	For Consideration for Approval of the Termination of the Intergovernmental Agreement Between Yavapai College and the City of Prescott for a NARTA Academy Sergeant - RECEIPT, DISCUSSION AND/OR DECISION	1	1:52 PM	759052
18	INFORMATION - HEADING	0	1:53 PM	720294
19	Information from the President to include Spring 2018 Convocation; All Arizona Academic Team; Achieve60AZ; Budget to Actual Monthly Report; Cash Reserves Monthly Report; Yavapai College Staff Association Update; College Highlights; Facilities Management News; and Other Related Issues - INFORMATION AND/OR DISCUSSION	10	1:53 PM	720295
20	Information from the Vice President for Instruction and Student Development to Include Faculty Senate; Pathways Update; and Adjunct Advisor - INFORMATION AND/OR DISCUSSION	10	2:03 PM	720296
21	RESA Production Technician Training and Internship - INFORMATION AND DISCUSSION	15	2:13 PM	759789
22	SHORT RECESS - PROCEDURAL	10	2:28 PM	720301
23	POLICY ISSUES - HEADING	0	2:38 PM	720298
24	Consideration for Approval of Proposed Revised Executive Limitations Policies - DISCUSSION AND/OR DECISION	15	2:38 PM	755454
25	Consideration of Preliminary Assumptions for 2018-2019 Budget Planning - INFORMATION AND DISCUSSION	20	2:53 PM	720299
26	MONITORING REPORTS (CONTINUED) - HEADING	0	3:13 PM	720302
27	Receipt of President's Monitoring Report - Executive Limitation 2.4 - Asset Protection - MONITORING, DISCUSSION AND/OR DECISION	4	3:13 PM	720378

Item No.	Item	Time Req.	Start Time	Ref No.
28	Receipt of President's Monitoring Report - Executive Limitations - 2.5 Communication and Support to the District Governing Board and 2.5.1 Compliance - MONITORING, DISCUSSION, AND/OR DECISION	4	3:17 PM	720303
29	Receipt of President's Monitoring Report - Executive Limitations - 2.6 Presidential Continuity and Absences - MONITORING, DISCUSSION, AND/OR DECISION	4	3:21 PM	720304
30	Content Review of Governance Policy 3.7 - Cost of Governance - MONITORING, DISCUSSION AND/OR DECISION	10	3:25 PM	753251
31	BOARD EDUCATION / STRATEGIC THINKING AND PLANNING - HEADING	0	3:35 PM	720307
32	Board Education regarding Open Meeting Law, Ethics, and Conflict of Interest Declaration - INFORMATION AND DISCUSSION	45	3:35 PM	720308
33	OWNERSHIP LINKAGE (CONTINUED) - HEADING	0	4:20 PM	720309
34	Reports from Board Liaisons - Board Spokesperson; Arizona Association for District Governing Boards (AADGB); and Yavapai College Foundation - INFORMATION AND/OR DISCUSSION	5	4:20 PM	720311
35	OTHER INFORMATION - HEADING	0	4:25 PM	720312
36	Proposed Dates and Places of Future Meetings - DISCUSSION AND/OR DECISION	1	4:25 PM	720314
37	MONITORING REPORT (CONTINUED) - HEADING	0	4:26 PM	720381
38	Monthly Board Meeting Evaluation - INFORMATION AND/OR DISCUSSION	10	4:26 PM	720379
39	ADJOURNMENT OF REGULAR MEETING - PROCEDURAL	0	4:36 PM	720315

Presenter : Ray Sigafoos

Start Time : 1:01 PM

Item No : 3

Proposed By : Ray Sigafoos

Time Req : 1

Proposed : 6/21/2017

Item Type : Procedure Item

Policy No.	Description	Ref No
3.4	To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a 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 : Ray Sigafoos

Start Time : 1:02 PM

Item No : 4

Proposed By : Ray Sigafoos

Time Req : 1

Proposed : 6/21/2017

Item Type : Procedure Item

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

Description : Welcome Guests and Staff - PROCEDURAL

Details :

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 1:03 PM

Item No : 5

Proposed By : Ray Sigafoos

Time Req : 2

Proposed : 6/21/2017

Item Type : Decision Item

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

Description : Approval of District Governing Board November 14, 2017 Executive Session and Regular Meeting Minutes, and the December 11, 2017 Retreat Minutes, - DISCUSSION AND DECISION

Details : To affirm discussion and record of actions, motions made and approved by the District Governing Board at the November 14, 2017 Executive Session and Regular Meeting Minutes, and the December 11, 2017 Retreat Minutes. As part of the Board Agenda, the record of the proceedings of the previous meetings are presented for Board approval, reporting the kind of meeting, date and place of the meeting, participants present, approval of consent items, and all the main motions, the hours of the meeting(s), and the adjournment. The approved minutes are used to establish a permanent record of decisions approved by the District Governing Board. (Executive Session minutes are confidential by statute and are; therefore, not included in public meeting documents.)

Attachments :

Title	Created	Filename
Unapproved Regular Meeting Minutes -Nov 14 2017.pdf	Nov 28, 2017	Unapproved Regular Meeting Minutes - Nov 14 2017.pdf
Unapproved Retreat Minutes - Dec 11 2017.pdf	Dec 15, 2017	Unapproved Retreat Minutes - Dec 11 2017.pdf

The President reported compliance.

15. For Consideration for Approval of Resolution 2017 - #02 - Capital Accumulation Account Contribution - RECEIPT, DISCUSSION AND/OR DECISION (refer to Board agenda, pgs. 32-33)

The Arizona Constitution allows a community college district to accumulate amounts for the purpose of purchasing land, buildings or improvements or constructing buildings or improvements. By restricting these resources for the above purposes, the expenditures for the purposes stated will qualify

Member Sigafoos moved, seconded by Member McCarver, to approve Consent Agenda item #15 as written. Motion carried with 4 yes votes and 1 no vote from Member McCasland.

16. INFORMATION - HEADING

17. Sabbatical Reports From Lauren McCrea and Dr. Ellen Savoini - INFORMATION AND/OR DISCUSSION (refer to Board agenda, pgs. 34-68)

Lauren McCrea, Arts and Humanities, was awarded a sabbatical during the Spring 2017 semester to study Fabric Design and Pattern to enhance her ability to create fresh work using experimental materials and techniques, while developing new skills related to fabric designs and pattern. Her sabbatical presentation included 3D Product Development and Design and Technology Trends.

Dr. Ellen Savoini, Department of Biology, Sciences, Health and Public Safety Division, was awarded a sabbatical during Fall 2016 & Spring 2017 to acquire the technical expertise to create plastinated tissue specimens for use as teaching models. Her sabbatical presentation included Plastination technique.

18. SHORT RECESS - PROCEDURAL

No recess taken.

19. Information from the President to Include Annual Light Parade; YC Promise; Full-Time Student Enrollment Report; Yavapai Combined Trust Quarterly Update; Yavapai College Staff Association Newsletter; College Highlights, and Facilities Management News, and Other Related Information - INFORMATION AND/OR DISCUSSION (refer to Board agenda, pgs. 107-118)

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

- The Prescott Annual Light Parade will be held on November 25, 2017
- Full-Time Student Enrollment (FSTE) Report, Dr. Tom Hughes, Director, Institutional Effectiveness and Research, reported that Fall 2017 student headcount of +1.1% increase and credit hours + .3% increase.
- The YC Promise offers opportunity for 2016/2017 GED graduates to apply for free tuition.
- Yavapai Combined Trust Quarterly Update
- Yavapai College Staff Association (YCSA) Newsletter - Attached - Information Only
- College Highlights – Attached – Information Only
- Facilities Management News - Attached - Information Only
- Other Related Issues –
 - o Veterans' Celebration on the Prescott Campus on November 15th and the Verde Valley Campus on November 16th.
 - o NJCAA Division 1 Men's Soccer tournament is being held in Prescott Valley November 13 through 18. YC's team will be playing their next game on November 15 at 2:30 in Prescott Valley.

20. Information from Instruction and Student Development to Include: Faculty Senate; I Am YC Presentation; Adjunct Advisor; and Other Related Information - INFORMATION AND/OR DISCUSSION (refer to Board agenda, pgs. 107-118)

Scott Farnsworth, Associate Vice President for Student Success and Dean for Science, Health & Public Safety, presented an update on the following:

- Faculty Senate Update - Dr. Matt Percy reported that beginning Fall 2018, students that are requesting to drop a course after eight days into the semester will be required to meet with a

faculty member. This new process will provide faculty the opportunity to work with students in finding solutions to academic or personal barriers and decrease the student drop rates. In addition, the Shared Governance faculty survey has been distributed. Faculty Senate voted last year to endorse Quality Matters and the Teaching & Learning committee continues to develop quality standards for online classes.

- I Am YC Presentation on the College Food Pantry by Sarah Ireland, Nursing, and Azucena Mercado Martinez, Nursing. The food pantry was developed to address students' food insecurity and since opening in October 2017 has served many students.
- Adjunct Advisor – Attached – Information Only

SHORT RECESS - PROCEDURAL

Meeting recessed at 2:13 p.m.; reconvened at 2:24 p.m.

21. Information from Community Relations to Include Regional Economic Development Center and Yavapai College Foundation - INFORMATION AND/OR DISCUSSION (refer to Board agenda, pgs. 119-125)

Rodney Jenkins, Vice President for Community Relations, provided a report regarding:

- Regional Economic Development Center (REDC) and introduced Richard Hernandez, Director of REDC.
- Yavapai College Foundation's "All In Campaign", will be a 2018 initiative promoting 100% participation from Yavapai College Board members, administration, faculty and staff to support Foundation fundraising.

22. MONITORING REPORTS – HEADING

23. Receipt of President's Monitoring Report - Ends Statements 1 - MONITORING, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 127-132)

Member McCarver moved, seconded by Member Harris, that we have read the President's Monitoring Report regarding Ends Policy 1.0, we believe that the interpretation of the policy provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with these policies. Therefore, I move that we accept the Monitoring Report for Ends Policy 1.0. Motion carried unanimously.

24. Receipt of President's Monitoring Report - Ends Statements - 1.2 Economic End - MONITORING, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 133-143)

Member Harris moved, seconded by Member Irwin, that we have read the President's Monitoring Report regarding Policy 1.2, we believe that the interpretation of the policy provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with these policies. Therefore, I move that we accept the Monitoring Report for Policy 1.2. Motion carried unanimously.

25. Receipt of President's Monitoring Report - Ends Statements - 1.3 Communities Ends – MONITORING, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 144-152)

Member Harris moved, seconded by Member Irwin, that we have read the President's Monitoring Report regarding Policy 1.3, 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 these policies. Therefore, I move that we accept the Monitoring Report for Policy 1.3. Motion carried unanimously.

26. Receipt of President's Monitoring Report - Executive Limitation 2.1 - Service to the Public - MONITORING, DISCUSSION AND/OR DECISION (refer to Board agenda, pgs. 153-160)

Member McCarver moved, seconded by Member Harris, that we have read the President's Monitoring Report regarding Policy 2.1, we believe that the interpretation of the policy provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with these policies. Therefore, I move that we accept the Monitoring Report for Policy 2.1. Motion carried unanimously.

27. OWNERSHIP LINKAGE - HEADING - CONTINUED

28. Reports from Board Liaisons – Board Spokesperson; Arizona Association for District Governing Boards (AADGB); and Yavapai College Foundation – INFORMATION, AND/OR DISCUSSION

- Board Spokesperson – no report.
- Arizona Association for District Governing Boards (AADGB) – Members McCasland and Harris reported that both will be attending the ACCT Governance Institute for Student Success (GISS) event to be held on November 29th and 30th at the Maricopa Community College.
- Yavapai College Foundation - Dr. Patricia McCarver reported the last meeting was held at the Sedona Center and the next meeting will be on December 13 at the Performing Arts Center.

29. OTHER INFORMATION – HEADING

30. December 2017 District Governing Board Workshop - DISCUSSION AND/OR DECISION

Board members confirmed the December 11, 2017 District Governing Board Workshop.

- Location - Prescott Campus, Rock House
- Facilitator - Richard Stringham, Governance Coach
- Review of Executive Limitations

31. District Governing Board Dates and Places of Future Meetings - DISCUSSION AND/OR DECISION (refer to Board agenda, pgs. 163-164)

The Board reviewed the Proposed Dates and Places for Future with reminder of:

- December 11th Board Retreat to review the Executive Limitations
- January 16th Budget Workshop prior to the Regular meeting.

32. EXECUTIVE SESSION - A.R.S. §38-431.03(A)(2), Review of the Homeland Security Report of Campus Safety – PROCEDURAL

Pursuant to A.R.S. §38-431.03(A)(2), the Board will review the recent Homeland Security Report regarding Campus Safety.

Member McCarver moved, seconded by Member Harris, to convene into Executive Session pursuant to Arizona Revised Statutes §38-431.03(A)(2) for the review of the Homeland Security Report. Motion carried unanimously.

33. Convene in Public Session – PROCEDURAL

The Board convened in public session at 3:49 p.m. with no further discussion or action regarding the executive session.

34. MONITORING REPORT - HEADING (CONTINUED)

35. Board Meeting Evaluation (Monthly) - DISCUSSION, AND/OR DECISION

The Board completed the Monthly Board Meeting Evaluation for today's meeting.

36. ADJOURNMENT OF REGULAR MEETING - PROCEDURAL

Member McCarver moved, seconded by Member Harris, to adjourn the meeting. Motion carried unanimously.

Regular meeting adjourned at 3:50 p.m.

Respectfully submitted:

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

Date: January 16, 2018

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



**Yavapai College District Governing Board
Board Retreat
Unapproved Minutes of Board Retreat
Monday, December 11, 2017
9:00 AM
Prescott Campus – Rock House
1100 E. Sheldon Street
Prescott, Arizona**

Members Present:

Mr. Ray Sigafoos, Chair
Dr. Connie Harris, Board Member
Dr. Patricia McCarver, Board Member
Ms. Deb McCasland, Board Member

Absent:

Mr. Steve Irwin, Secretary

Guests:

Richard Stringham, Senior Associate from Governance Coach

Administration Present:

Dr. Penelope H. Wills, President
Dr. Ron Liss, Vice President for Instruction and Student Development
Dr. Clint Ewell, Vice President for Finance and Administrative Services
Dr. James Perey, Executive Dean/Campus Executive Officer for Verde Valley Campus and Director of University/Governmental Relations
Mr. Rodney Jenkins, Vice President for Community Relations
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 Sigafoos called the Yavapai College District Governing Board meeting to order at 9:00 a.m.

3. Welcome to Guests and Staff – PROCEDURAL

Chair Sigafoos welcomed all guests and staff, and introduced Richard Stringham, Senior Associate from Governance Coach.

4. Adoption of Agenda – DECISION

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

5. DECISION ITEM - HEADING

6. For Consideration for Approval of a Waiver of Conflict of Interest Regarding Legal Services From the Yavapai County Attorney's Office Related to an Intergovernmental Agreement For the Northern Arizona Regional Training Academy Sergeant - RECEIPT, DISCUSSION AND/OR DECISION

Member McCarver moved, seconded by Member Harris, to approve the waiver of conflict as written. Motion carried unanimously.

7. POLICY LINKAGE - HEADING

8. Review of Yavapai College District Governing Board Executive Limitations Policies - INFORMATION, DISCUSSION, AND/OR DECISION

Richard Stringham, Senior Associate from Governance Coach, led the Board in a review and development of the Yavapai College District Governing Board Executive Limitations within a Policy Governance framework. The Board explored the Policy Governance concepts related to Executive Limitations policies (see the Executive Limitation handout).

- The Board delegates achieving the Ends to the President and empowers the President to determine the means of which the Ends will be accomplished through Executive Limitation policies.
- Executive Limitations are policies that the Board employs to define:
 - Expectations of the President regarding services, programs, projects, budgets, and planning.
 - Any means (actions/methods) that are unacceptable even if they were successful at achieving the Ends.
- The President will provide any reasonable interpretation of the Executive Limitations. The interpretation is an operational definition of how the concept will be measured and set the standard for acceptable achievement/compliance.
- Acceptable measurements and standards are supported by opinion of external, unbiased, or expert sources; and/or comparison to similar organizations or situations.

9. SHORT RECESS - PROCEDURAL

Meeting recessed at 10:07 a.m.; reconvened at 10:18 a.m.

10. Review of Yavapai College District Governing Board Executive Limitations Policies - INFORMATION, DISCUSSION, AND/OR DECISION

Richard Stringham, Senior Associate from Governance Coach, led the Board in a review and development of the Yavapai College District Governing Board Executive Limitations within a Policy Governance framework.

The potential changes to the Executive Limitations should be based upon:

- a) Consistency with the Principles of the District Governing Board's governance system (Policy Governance).
- b) Where appropriate, addressing concerns or issues that have been included in the feedback during the monitoring reports process.
- c) Current best practices in the development of policies when using Policy Governance.

11. RECESS AND LUNCH - PROCEDURAL

Meeting recessed at 11:55 a.m.; reconvened at 12:22 p.m.

12. Review of Yavapai College District Governing Board Executive Limitations Policies - INFORMATION, DISCUSSION, AND/OR DECISION

Richard Stringham, Senior Associate from Governance Coach, led the Board in revision and development of the Yavapai College District Governing Board Executive Limitations within a Policy Governance framework.

13. SHORT RECESS - PROCEDURAL

Meeting recessed at 2:07 p.m.; reconvened at 2:17 p.m.

14. Review of Yavapai College District Governing Board Executive Limitations Policies - INFORMATION, DISCUSSION, AND/OR DECISION

Richard Stringham, Senior Associate from Governance Coach, led the Board in revision and development of the Yavapai College District Governing Board Executive Limitations within a Policy Governance framework.

Member McCarver moved, seconded by Member Harris, to approve the Executive Limitation revisions in substance with further review of the final Executive Limitations revisions for wording and grammar. Motion carried with 3 yes votes and 1 no vote from Member McCasland.

The Board will review the proposed Executive Limitations revisions to be approved at the January 16, 2018.

15. ADJOURNMENT OF BOARD RETREAT - PROCEDURAL

Member McCarver moved, seconded by Member McCasland, to adjourn the meeting. Motion carried unanimously.

Board Retreat adjourned at 3.55 p.m.

Respectfully submitted:

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

Date: January 16, 2018

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Presenter : Ray Sigafoos

Start Time : 1:06 PM

Item No : 8

Proposed By : Ray Sigafoos

Time Req : 10

Proposed : 6/21/2017

Item Type : Policy & Decision

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 : Election of Board Officers - Chair, Secretary, and Board Member Liaison Committee Appointments for 2018 - DISCUSSION AND/OR DECISION

Details : As required by A.R.S. §15-1443(B), the Board will elect a Chair and a Secretary every January. The expectation will be that the Chair and Secretary will serve a two-year term, but the Board may decide otherwise and elect a new Chair and Secretary every January.

Ray Sigafoos, Chair, and Steve Irwin, Secretary are concluding the first year of their one-year term in these executive roles. The Board may choose to elect a new Chair and/or Secretary or may choose to have Ray Sigafoos and Steve Irwin continue in these positions. The following positions will be elected:

- Board Chair
- Board Secretary

The elected Board Chair will appoint Board Liaisons at the February meeting to serve one-year terms for the following committees:

- Board Spokesperson
- Arizona Association for District Governing Boards Representative (AADGB)
- Yavapai College Foundation

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 1:16 PM

Item No : 9

Proposed By : Ray Sigafoos

Time Req : 20

Proposed : 6/21/2017

Item Type : Procedure Item

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

Description : Open Call - PROCEDURAL

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

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

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 1:36 PM

Item No : 10

Proposed By : Ray Sigafoos

Time Req : 0

Proposed : 6/22/2017

Item Type : Heading

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

Description : MONITORING REPORT - HEADING

Details :

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 1:36 PM

Item No : 11

Proposed By : Ray Sigafoos

Time Req : 10

Proposed : 6/22/2017

Item Type : Monitoring Item

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

Description : November Board Meeting Evaluation - INFORMATION AND/OR DISCUSSION

Details : The Board will assess how meetings are conducted; commitment to governance style and processes; and the Board's performance according to the Board's Governance Process policies 3.1.4 Self-Evaluation and 3.5.3 Board Chair's Role in Monitoring. At the November 14, 2017 meeting, the Board completed the assessment for that meeting and staff compiled the results.

Attachments :

Title	Created	Filename
Nov Monthly Eval Compilation.pdf	Nov 20, 2017	Nov Monthly Eval Compilation.pdf

**Yavapai College District Governing Board
Board Meeting Self-Evaluation (Monthly)
Compilation for Month of: November 2017**

During this Board Meeting, did we exhibit any of the following behaviors that need to be improved?

Yes	No	BEHAVIORS NEEDING IMPROVEMENT
1	4	Board focused on administrative/internal operations
	4	Board involved in making decisions in areas already delegated to CEO
	5	Decisions without considering ownership input, or led by a few vocal owners
	4	Decisions without whole Board input, or led by a few vocal members
	4	Board automatically approving decisions of individuals or committees without due consideration
1	4	Board focused on present and/or past
	5	Board making reactive decisions rather than pro-active decisions
Other Comments: McCasland: a. Monitoring reports required assessment of present administrative activities. f. No discussion of future directions by the board for the college.		

Overall, keeping in mind the role of the Board and reflecting on our individual and collective behavior during this meeting, please rate the Board’s performance in the following categories:

	1- Needs improvement	2- Satisfactory	3- Proficient	Brief comment of specific examples to support your response
	1	2	3	
The Board operates as a unit and honors Board decisions.		3	2	Irwin: I think the board is improving their communications.
The Board’s behavior demonstrates that its constituency is the entire county.	1	2	2	
Board members operate ethically and without conflicts of interest.		2	3	
Board decisions are made with the goal of supporting student learning and student success.		1	4	

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

Irwin: List, research, and understand before speaking.

McCarver: Continue to work on improving communication among board members.

Harris: To keep on listening with an open mind, posing clarifying questions and being respectful, is helpful as we work as a board.

McCasland: Accept differences of opinion as a positive discussion factor.

Presenter : Ray Sigafoos

Start Time : 1:46 PM

Item No : 12

Proposed By : Ray Sigafoos

Time Req : 0

Proposed : 6/21/2017

Item Type : Heading

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

Description : CONSENT AGENDA - HEADING

Details :

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 1:46 PM

Item No : 13

Proposed By : Ray Sigafoos

Time Req : 1

Proposed : 6/21/2017

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 - December 2017 - RECEIPT, DISCUSSION, AND/OR DECISION

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

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

The report of Revenues and Expenditures for the sixth month of FY 2017-2018 ending December 31, 2017 is attached. Expenditures are reported on the modified accrual basis of accounting.

Attachments :

Title	Created	Filename
Financial Update - Dec 2017 in Jan.pdf	Jan 10, 2018	Financial Update - Dec 2017 in Jan.pdf
YCFS Dec 2017 - Governing Board Budget Report.pdf	Jan 10, 2018	YCFS Dec 2017 - Governing Board Budget Report.pdf
YCFS Dec 2017_Summary.pdf	Jan 10, 2018	YCFS Dec 2017_Summary.pdf

YAVAPAI COLLEGE

FINANCIAL UPDATE

December 2017

FY2016-2017 Close and Audit

- The year-end close for FY2016-2017 was done in November 2017.
- The auditors began their field work on October 16, 2017. The audit report (Comprehensive Annual Financial Report) was issued in December 2017 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 FY2016-2017 will be presented to the Board in February 2018.

FY 2017-2018 Budget

General Fund

- Total property taxes collected have historically been approximately .4% less than the levy. Based on higher than average collections last fiscal year we expect collections to exceed the historical average.
- Tuition and fees is projected to come in at budget for the fiscal year based upon a slight increase in fall 2017 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.

- The Regional Economic Development Center training revenue is below budget due to the Caregiver Training course program being moved to the Allied Health department subsequent to the FY 2017-18 budget being set.
- The total Auxiliary fund is projected to be within budget for the fiscal year.

Unexpended Plant 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. The supporting revenues to cover this deficit will be received over the remaining fiscal year.

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

**For the Six Months Ended December 31, 2017
Fiscal Year 2017-2018**

District Governing Board

Fiscal Year 2017-18 Budget:

\$ 171,300

		Year-to-Date	Encumbered	Total
	Purpose	Expenditures	Obligations	Expenditures/ Encumbrances
EXPENDITURES (note 1):				
Salary Expenses	Staff Support	\$ 20,656	\$ 16,247	\$ 36,903
Association of Community College Trustees	Membership & Conference Fees	11,921	-	11,921
Connie Harris	Travel	1,710	-	1,710
Deborah McCasland	Travel	1,636	-	1,636
DGB Community Survey	Printing & Advertising	21,413	-	21,413
DGB Retreat	Room and Food Supplies	819	-	819
HF Group LLC	Binding	204	1,296	1,500
International Policy Governance Association	Policy Governance Certifications	2,950	-	2,950
Karen Jones	Travel	1,179	-	1,179
Osborn Maledon PA	Legal Counsel	8,469	29,031	37,500
Ourboardroom Technologies	Software Maintenance	5,750	5,750	11,500
Patricia McCarver	Travel	834	-	834
Penelope Wills	Travel	1,230	-	1,230
Ray Sigafoos	Travel	1,118	-	1,118
Sodexo Inc.	Food Supplies	730	4,270	5,000
Steve Irwin	Travel	1,099	-	1,099
Supplies/Other	Various Vendors	1,329	-	1,329
The Governance Coach	Consulting	4,981	5,000	9,981
VVTV	Board Meeting Broadcasts	1,000	2,000	3,000
YC Printing Services	Printing	2,267	-	2,267
				<u>154,889</u>
Remaining Budget - December 31, 2017				<u>\$ 16,411</u>

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 December 31, 2017 - 50% of the Fiscal Year Complete

Fiscal Year 2017-2018

SUMMARY - ALL FUNDS

	<u>Year-to-Date Revenues</u>		<u>Year-to-Date Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
REVENUES:					
General Fund	\$ 26,081,908		\$ 26,081,908	\$ 44,078,000	59.2%
Restricted Fund	6,190,950		6,190,950	13,840,500	44.7%
Auxiliary Fund	2,979,761		2,979,761	4,634,800	64.3%
Unexpended Plant Fund	6,340,314		6,340,314	10,971,500	57.8%
Debt Service Fund	3,457,707		3,457,707	6,903,300	50.1%
TOTALS	45,050,640		45,050,640	80,428,100	56.0%

	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>
EXPENDITURES (note 1):						
General Fund	\$ 21,495,752	\$ 13,120,485	\$ 11,375,735	\$ 23,240,502	\$ 44,078,000	52.7%
Restricted Fund	5,962,366	681,089	543,072	6,100,383	13,840,500	44.1%
Auxiliary Fund	2,212,558	832,942	620,748	2,424,752	4,634,800	52.3%
Unexpended Plant Fund	6,091,469	2,637,429	-	8,728,898	10,971,500	79.6%
Debt Service Fund	563,950	2,887,500	-	3,451,450	6,903,300	50.0%
TOTALS	36,326,095	20,159,445	12,539,555	43,945,985	80,428,100	54.6%
SURPLUS/(DEFICIT)				1,104,655	-	

COMMENTS:

Through the sixth month, 54.6% of budget has been committed (excluding labor encumbrances) compared to 56% of revenues received.

The budget currently has a surplus of \$1,104,655.

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 December 31, 2017 - 50% of the Fiscal Year Complete

Fiscal Year 2017-2018

GENERAL FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>FY 17/18 Budget</u>	<u>Percent of Budget</u>	<u>FY 17/18 Estimate</u>	<u>Budget to Estimate Variance</u>
REVENUES:							
Primary Property Taxes	\$ 17,720,952		\$ 17,720,952	\$ 35,620,000	49.8%	\$ 35,620,000	\$ -
Primary Property Taxes - Contingency	-		-	(150,000)	0.0%	(150,000)	-
Tuition and Fees	9,144,065		9,144,065	10,746,500	85.1%	10,746,500	-
Tuition and Fees - Contingency	-		-	(530,000)	0.0%	(530,000)	-
State Appropriations	319,700		319,700	640,000	50.0%	640,000	-
Other Revenues	178,623		178,623	416,500	42.9%	416,500	-
Interest Income	23,568		23,568	45,000	52.4%	45,000	-
Fund Balance Applied to Budget	450,000		450,000	900,000	50.0%	900,000	-
Restricted Fund Transfer In	100,000		100,000	100,000	100.0%	100,000	-
General Fund Transfer Out	(1,855,000)		(1,855,000)	(3,710,000)	50.0%	(3,710,000)	-
TOTAL REVENUES	26,081,908		26,081,908	44,078,000	59.2%	44,078,000	-

	<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>FY 17/18 Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>	<u>FY 17/18 Estimate</u>	<u>Budget to Estimate Variance</u>
EXPENDITURES (Note 1):								
Instruction	\$ 8,440,198	\$ 4,853,651	\$ 4,469,884	\$ 8,823,965	\$ 17,947,000	49.2%	\$ 17,767,890	\$ (179,070)
Academic Support	2,233,294	1,332,093	1,297,174	2,268,213	4,552,000	49.8%	4,460,960	(91,040)
Institutional Support	4,840,752	3,482,313	2,646,954	5,676,111	8,945,000	63.5%	8,810,825	(134,175)
Student Services	2,521,567	1,534,697	1,466,602	2,589,662	5,260,000	49.2%	5,181,100	(78,900)
Operation/Maintenance of Plant	2,993,161	1,859,420	1,463,848	3,388,733	6,328,000	53.6%	6,264,720	(63,280)
Scholarships	430,115	25,496	-	455,611	877,000	52.0%	877,000	-
Public Service	36,665	32,815	31,273	38,207	169,000	22.6%	126,765	(42,235)
TOTAL EXPENDITURES	21,495,752	13,120,485	11,375,735	23,240,502	44,078,000	52.7%	43,489,260	(588,700)
SURPLUS/(DEFICIT)				\$ 2,841,406	\$ -			

COMMENTS:

Second quarter State Aid was received in October 2017.

Tuition and Fees revenues above budget due to spring 2018 tuition payments being recorded. This will even out over the next few months.

Institutional Support expenditures above budget due to the payment and or encumbering of various expenses at the beginning of the fiscal year (e.g. insurance, software licensese, IT maintenance, dues, etc.).

The Budget currently has a surplus of \$2,841,406

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

REPORT OF REVENUES AND EXPENDITURES

For the Month Ended December 31, 2017 - 50% of the Fiscal Year Complete

Fiscal Year 2017-2018

RESTRICTED FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
REVENUES:					
Federal Grants and Contracts	\$ 4,997,961		\$ 4,997,961	\$ 11,255,400	44.4%
State Grants and Contracts	84,339		84,339	365,000	23.1%
Private Gifts, Grants and Contracts	339,243		339,243	856,000	39.6%
Proposition 301 Funds	424,057		424,057	700,000	60.6%
State Appropriation - STEM Workforce	358,500		358,500	639,100	56.1%
Fund Balance Applied to Budget	62,500		62,500	125,000	50.0%
Restricted Fund Transfer Out	(100,000)		(100,000)	(100,000)	100.0%
Reimbursement Due	24,350		24,350	N/A	N/A
TOTAL REVENUES	6,190,950		6,190,950	13,840,500	44.7%

	<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
EXPENDITURES (Note 1):						
Instruction	\$ 1,072,135	\$ 377,984	\$ 239,967	\$ 1,210,152	\$ 2,791,500	43.4%
Student Services	516,849	281,122	281,122	516,849	1,372,500	37.7%
Scholarships	4,312,146	-	-	4,312,146	9,510,500	45.3%
Public Service	61,236	21,983	21,983	61,236	166,000	36.9%
TOTAL EXPENDITURES	5,962,366	681,089	543,072	6,100,383	13,840,500	44.1%
SURPLUS/(DEFICIT)				\$ 90,567		

COMMENTS:

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

Second quarter STEM Workforce appropriation was received in October 2017.

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 December 31, 2017 - 50% of the Fiscal Year Complete

Fiscal Year 2017-2018

AUXILIARY FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>FY 17/18 Budget</u>	<u>Percent of Budget</u>	<u>FY 17/18 Estimate</u>	<u>Budget to Estimate Variance</u>
REVENUES:							
Auxiliary Enterprises							
Residence Halls and Summer Conferences	\$ 1,112,280		\$ 1,112,280	\$ 1,250,600	88.9%	\$ 1,250,600	\$ -
Bookstore Rental and Commissions	101,707		101,707	185,000	55.0%	185,000	-
Food Services Sales	18,694		18,694	33,000	56.6%	33,000	-
Vending	22,984		22,984	40,000	57.5%	40,000	-
Edventures	271,152		271,152	280,000	96.8%	290,000	10,000
Winery - Tasting Room	60,413		60,413	100,000	60.4%	110,000	10,000
Family Enrichment Center	257,379		257,379	579,300	44.4%	579,300	-
Public Services							
Community Events	267,267		267,267	463,800	57.6%	463,800	-
Regional Economic Development Center - Training	-		-	55,000	0.0%	15,000	(40,000)
Other Revenues							
Yavapai College Foundation	185,090		185,090	438,000	42.3%	438,000	-
Other	250,045		250,045	244,600	102.2%	275,600	31,000
Fund Balance Applied to Budget	-		-	100,000	0.0%	100,000	-
General Fund Transfer In	634,850		634,850	1,269,700	50.0%	1,269,700	-
Auxiliary Fund Transfer Out	(202,100)		(202,100)	(404,200)	50.0%	(404,200)	-
TOTAL REVENUES	2,979,761		2,979,761	4,634,800	64.3%	4,645,800	11,000

	<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>FY 17/18 Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>	<u>FY 17/18 Estimate</u>	<u>Budget to Estimate Variance</u>
EXPENDITURES (Note 1):								
Instruction	\$ 100,643	\$ 1,050	\$ -	\$ 101,693	\$ 99,600	102.1%	\$ 139,600	\$ 40,000
Student Services	360,324	181,011	153,257	388,078	689,200	56.3%	689,200	-
Auxiliary Enterprises	700,413	341,904	260,183	782,134	1,541,200	50.7%	1,541,200	-
Public Service	436,028	308,977	207,308	537,697	974,500	55.2%	974,500	-
Facilities & Administrative Allocation Expense	615,150	-	-	615,150	1,230,300	50.0%	1,230,300	-
Contingency	-	-	-	-	100,000	0.0%	-	(100,000)
TOTAL EXPENDITURES	2,212,558	832,942	620,748	2,424,752	4,634,800	52.3%	4,574,800	(60,000)
SURPLUS/(DEFICIT)				\$ 555,009	\$ -			

COMMENTS:

Residence Halls and Summer Conferences revenues are above budget due to the of spring 2018 semester room revenues being recorded. This will even out over the next few months.
 Edventures sales and related expenditures are ahead of budget due to most of the November 2017 New Zealand trip's revenues and expenditures being received and incurred. Note, Edventures expenditures are part of Auxiliary Enterprises.
 Regional Economic Development Center Training revenue is below budget due to the Caregiver Training course program being moved to the Allied Health department subsequent to the above budget being set/approved.
 Instruction expenses are above budget due to the White Christmas performance expenses exceeding projections. Related revenues, which are included in the Other category, exceeded budget as well.

The Budget currently has a surplus of \$555,009.

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 December 31, 2017 - 50% of the Fiscal Year Complete

Fiscal Year 2017-2018

UNEXPENDED PLANT FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
REVENUES:					
Primary Property Taxes	\$ 4,124,526		\$ 4,124,526	\$ 8,290,500	49.8%
Primary Property Taxes - Contingency	-		-	(45,000)	0.0%
Investment Income	19,150		19,150	25,000	76.6%
Other	15,638		15,638	20,000	78.2%
Fund Balance Applied to Budget	1,681,000		1,681,000	1,681,000	100.0%
General Fund Transfer In	500,000		500,000	1,000,000	50.0%
TOTAL REVENUES	6,340,314		6,340,314	10,971,500	57.8%

	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
EXPENDITURES (Note 1):						
Preventative Maintenance	\$ 2,100,167	\$ 1,503,011	\$ -	\$ 3,603,178	\$ 3,674,000	98.1%
Unplanned Maintenance	130,787	72,249	-	203,036	250,000	81.2%
Capital Improvement Projects	2,958,225	613,435	-	3,571,660	4,208,800	84.9%
Equipment	779,745	387,836	-	1,167,581	2,240,000	52.1%
Furniture and Fixtures	87,007	20,489	-	107,496	250,000	43.0%
Library Books	35,538	40,409	-	75,947	98,700	76.9%
Operating Contingency	-	-	-	-	250,000	0.0%
TOTAL EXPENDITURES	6,091,469	2,637,429	-	8,728,898	10,971,500	79.6%
SURPLUS/(DEFICIT)				(2,388,584)	-	

COMMENTS:

The Budget currently has a deficit of \$2,388,584 as a result of the majority of Capital Improvement and Preventative Maintenance projects being encumbered for the fiscal year. The supporting revenues/transfers will be received over the remaining fiscal year.

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

Presenter : Ray Sigafoos

Start Time : 1:47 PM

Item No : 14

Proposed By : Ray Sigafoos

Time Req : 2

Proposed : 12/7/2017

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 : Consideration for Approval of Faculty Sabbatical Request for 2018-2019 - RECEIPT, DISCUSSION, AND/OR DECISION

Details : This item is on the consent agenda to comply with A.R.S. §15-510 - Authorization of Leaves of Absence; Application; Preservation of Rights.

Faculty members apply for a Sabbatical leave and applications are reviewed and prioritized by the Division Dean, Professional Growth Committee, Vice President for Instruction and Student Development, and the President. Upon review of available funding and prioritizing, the College recommends the District Governing Board approve the support of the following request:

Tara O'Neill, School of Social Sciences, is requesting a sabbatical for the Spring 2019 semester to complete her dissertation and Ph.D. in General Psychology with an Emphasis in Integrating Technology, Learning and Psychology. Ms. O'Neill feels the completion and application of her continued studies and completion of her Ph.D. will allow her to enhance student success and completion rates in addition to improving employee engagement and satisfaction by sharing her researched teaching strategy.

Attachments :

Title	Created	Filename
Tara O'Neil Sabbatical.pdf	Dec 07, 2017	Tara O'Neil Sabbatical.pdf

Application

Tara O'Neill
School of Social Sciences

I. Reviews/Recommendations/Action

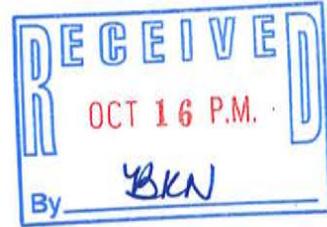
The Application for Sabbatical Leave must be completed by the applicant and reviewed at the following levels indicating support or non-support before advancing. Additional comments may be provided.

Due Date				Date	Signature
Oct.15	Division Dean	<input checked="" type="checkbox"/> Support	<input type="checkbox"/> Do Not Support	10/12/17	See Attached
Nov. 1	Pro Gro	<input checked="" type="checkbox"/> Support	<input type="checkbox"/> Do Not Support	12/1/17	See Attached
Dec. 1	Campus Dean	<input checked="" type="checkbox"/> Support	<input type="checkbox"/> Do Not Support	10/12/17	See Attached
Dec 15	VP / Provost	<input checked="" type="checkbox"/> Support	<input type="checkbox"/> Do Not Support	12/4/17	[Signature]
Jan. 15	President	<input checked="" type="checkbox"/> Support	<input type="checkbox"/> Do Not Support	12/5/17	[Signature]
Within 1 week	President notifies applicants of recommendation one week prior to submission to Board.				
March 15	Board Action	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved		
Within 48 hrs	Board Secretary Notifies Recipients 48 hrs. after Board Decision				
April 1	President Notifies Recipients in Writing				
Within 2 weeks of notification from President	Recipient accepts/rejects in writing to President				
Nov. 1, following year	Recipient submits written report to Provost (copy to ProGro). May be asked to present to Board				

II. Submission of Application

- The faculty applicant has verified with Human Resources the completion of 6 full years of probationary/continuing contract status.
- The faculty applicant has read and understands the college requirements in accordance with the Sabbatical Leave of Absence for Full-Time Faculty Policy 2.7.3 and the Intellectual Property Policy 2.3.1.

Signature of Applicant Janaroneil Date: 10/17/17



III. Faculty Acceptance Agreement:

- I agree to return to Yavapai College and resume my duties for a period of two years immediately following my sabbatical leave.
- If the sabbatical is for one-half year, I will return to the College for the remainder of the contract year along with the two-year requirement.
- If I do not return to my college employment, I understand I will be required to reimburse the College for all salary and benefits received during the sabbatical leave.
- I also agree to submit a written report and make a presentation by November 1 of the year following the sabbatical, to the President and Governing Board of the activities completed while on my sabbatical.
- I understand that if I fail to carry out the purposes and activities for which the leave was granted, disciplinary action may be initiated.
- I agree that Yavapai College will have appropriate access to all sabbatical related research materials pursuant to the Yavapai College Intellectual Property Policy.
- I agree to comply with any additional conditions specified below:

**College Commitment to Sabbatical
(to be completed by supervisor)**

COLLEGE COMMITMENT	COST AND SOURCE OF SUPPORT
Salary to employee for the period of the sabbatical:	\$ <u>27,046.50</u>
Replacement plan and cost:	\$ <u>Adjuncts</u> <u>15.0 load x \$781</u> <u>= \$11,715.</u>
Hardware, software or other support required: (list)	\$ <u>- 0 -</u>
Staff support required:	\$ <u>- 0 -</u>

Debra J. [Signature] _____
Supervisor Date 12 Oct 17

Campus Dean Date

Tara O'Neill

School of Social Sciences, Prescott Campus

Spring 2019 (January – May)

Date of Request: September 30, 2017

Purpose of Request: Completion of Dissertation & Ph.D. Work

Project Description

Completion of my dissertation in spring 2019 will conclude my Ph.D. In General Psychology With An Emphasis In Integrating Technology, Learning, And Psychology. I am pursuing this advanced degree to stay relevant in my field, learn more about various content areas in which I teach, and develop online teaching methods that will enhance student outcomes.

Based on a gap in the literature that has identified that “further research should investigate the impact of consistent exposure to student learning outcomes (SLOs) through targeted teaching strategies on content mastery” (Faulconer, 2017, p. 37), I hope to identify if, and to what extent, the explicit teaching of learning outcomes influences student retention and/or success. This relates to much of the work currently being completed for accreditation regarding program and course outcomes and outcome assessment. In addition, this research will aid in solving the persistent student success/retention rate gap in online vs. in person courses.

Prior to collecting data in Spring of 2019, in addition to the 10 previous courses and residency I have finished, I will complete more coursework (approximately six more classes), attend an additional residency, identify and meet with my dissertation committee, and submit a project proposal that will need to be approved. All of these activities will further enable me to identify the details of my proposed research project.

I am currently collecting and analyzing data related to student learning outcomes in online courses. My research so far indicates that a quantitative research project that compares the use of learning outcomes in courses and how they relate to or enhance student success and retention rates in online courses is needed to fill a gap in the literature. I anticipate that my dissertation will compare the success and retention rates of students enrolled in courses that do not explicitly point out and teach to the course learning outcomes (the control group) and those

that use teaching strategies to more fully integrate learning outcomes into course content and assessment. I will utilize similar courses (e.g. ENG 101) with similar demographics in identical formats (e.g. online, or in person, or hybrid). In addition to my dissertation committee, which will include a content expert and methodologist, I plan to collaborate with instructors and Institutional Research specialists at YC to identify how to teach to learning outcomes and gather the necessary data.

Relevance of the Research Project

Strategic Plan: Completion and application of my Ph.D. will give me the skills to enhance student success and completion rates without sacrificing academic quality and in turn increase enrollment. In addition, the research I conduct during my dissertation could aid in improving employee engagement and satisfaction if I am able to share a research based teaching strategy that is effective for all learners, but especially online learners. Lastly, this research will complement other YC curriculum and assessment initiatives, accreditation endeavors, the pathways project, and online teaching evaluation tools being developed by the Teaching and Learning Committee. As per Zlatkin-Troitschanskaia, Pant & Coates (2016), structural and programmatic changes in higher education due to globalization and the harmonization of educational structures have raised questions regarding the quality of and societal returns on higher education. As such, it is imperative that we develop instruments that enable fair and valid assessment of student competencies and learning outcomes (Zlatkin-Troitschanskaia, Pant & Coates, 2016).

Students: This sabbatical will benefit students in that it will determine how best to utilize learning outcomes to aid in student retention and success, specifically in online settings where retention and success are lowest. Teaching and learning strategies can be utilized to implement

learning outcomes based methods to facilitate student understanding. According to Faulconer (2017), teaching strategies used for the explicit purpose of increasing student interaction with and mastery learning of learning outcomes fills an important gap in the literature.

College Community: All instructors, but especially online instructors, will benefit from this research in best practice. By knowing if and to what extent learning outcomes impact student retention and success, we can better design, conduct and assess courses and learning outcomes. Arum, Cook & Roksa (2016) point out that identifying what students should be learning, assessing whether or not they are learning it, and ensuring that they are able to apply that knowledge in real life settings is the core of education and central to understanding how to improve instruction in the future.

National: Information gained from this research will help identify teaching and learning strategies that could be useful in online and in-person settings both at YC and nationwide. This research may also further identify the connection between student learning outcomes assessment, program and course objectives, and possibly how courses articulate across institutions, all of which are issues in institutes of higher education. Furthermore, research is being done globally to identify best practices in higher education settings regarding planning, implementation, review and improvement of learning outcomes assessment (Strydom, 2017). Better understanding how learning outcomes effect learning will enable us to more clearly identify how learning outcomes can be assessed.

Sharing: Sharing this knowledge/expertise with the YC faculty will improve employee engagement and satisfaction, student engagement and satisfaction, and possibly improve community engagement. As a member of the Teaching and Learning Committee, I have a conduit in which to share what I've learned to online teaching recommendations, both online and

in person, to YC faculty as well as educators in the community. While this information will benefit our institution in particular, I can foresee it also applying to all educational levels and possibly leading to materials that I can share with instructors and local teachers. By utilizing this knowledge in in-person and online classrooms myself, by encouraging faculty at YC to implement explicit learning outcome instruction, and by possibly publishing research in a peer-reviewed article/journal, this information will be readily available to anyone who teaches online or is researching how learning outcomes relate to student success/retention.

Benefits to the Employee

Writing a dissertation and completing an advanced degree will enable me to gain more content knowledge in my field, utilize up to date technology tools for teaching, identify ways to facilitate student success, and finally share this knowledge with students and co-workers. The knowledge I've gained so far during this process has been invaluable. To be a learner again, especially in an online setting, has already improved my online teaching practice. Furthermore, a sabbatical during the dissertation process of my program will allow me the time and energy needed to focus on the successful completion of my Ph.D.

Service History

Spring 2006 - Spring 2010: Part-time SEI coordinator, Adjunct Faculty in Education and Adult Basic Education, CCPT Grant Coordinator

Fall 2010 - Spring 2011: Limited-term Full-time Education/English Faculty, CCPT Grant Coordinator, YCEF Scholarship Board Member

Fall 2011 - Spring 2014: Probationary Full-time Education Faculty, CCPT Grant Coordinator, NAEYC Future Teacher's Club co-advisor, Developmental Education Committee

Fall 2014 - Current: Tenured Education Faculty, Service Learning Coordinator, Adjunct Faculty Coordinator, Teaching & Learning Committee Member, YCEF Scholarship Board Member, Professional Growth Committee Member, Teacher of the Year Reader

Additional Resources

- Internet connection (I plan to work from both home and the Prescott campus)
- Printing services for proof reading and submitting materials
- Software (provided by GCU)
- Travel to/from the GCU Phoenix campus to meet with my Dissertation Committee
- YC's Institutional Research Department, SLOA Coordinator & Teaching & Learning Committee

References

- Althoff, S., Linde, K., Mason, J., Nagel, N., & O'Reilly, K. (2007). *Learning Objectives: Posting & communicating daily learning objectives to increase student achievement and motivation (Master of Arts Action Research Project)*. Chicago, IL: Saint Xavier University & Pearson Achievement Solutions.
- Arum, R., Cook, A., & Roksa, J. (2016). *Improving Quality in American Higher Education: Learning Outcomes and Assessments for the 21st Century*. John Wiley & Sons.
- Bannister, S. (2016). Developing objectives and relating them to assessment. Retrieved from: <http://teaching.uncc.edu/sites/teaching.uncc.edu/files/media/files/file/GoalsAndObjectives/DevelopingLearningOutcomes.pdf>
- Emberly Center for Teaching Excellence. (n.d.). The educational value of course-level learning objectives/outcomes. Pittsburg, PA: Carnegie Melon. Retrieved from:

<http://www.cmu.edu/teaching/resources/Teaching/CourseDesign/Objectives/CourseLearningObjectivesValue.pdf>

Faulconer, E. K. (2017). Increasing Student Interactions With Learning Objectives. *Journal of College Science Teaching*, 46(5), 32.

Sadler, D. R. (2016). Three in-course assessment reforms to improve higher education learning outcomes. *Assessment & Evaluation in Higher Education*, 41(7), 1081-1099.

Strydom, F. (2017). Higher education learning outcomes assessment: international perspectives.

Zlatkin-Troitschanskaia, O., Pant, H. A., & Coates, H. (2016). Assessing student learning outcomes in higher education: challenges and international perspectives.

Presenter : Ray Sigafoos

Start Time : 1:49 PM

Item No : 15

Proposed By : Ray Sigafoos

Time Req : 1

Proposed : 12/5/2017

Item Type : Consent Item

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

Description : For Consideration for Approval of the First Amendment to the Intergovernmental Agreement Between Yavapai College and Mayer Unified School District for a Public Notice Electronic LED Sign - RECEIPT, DISCUSSION AND/OR DECISION

Details : For consideration for approval of the first amendment to the intergovernmental agreement (IGA) Between Yavapai College and Mayer Unified School District for a public notice electronic LED sign. On December 11, 2013, the College and Mayer Unified School District #42 entered into an IGA for the purpose of purchasing, installing, and maintaining an electronic sign in Mayer for the purpose of displaying public notices for both parties. The current lease expires on February 13, 2018. This amendment renews the lease for another four years through February 12, 2022.

Attachments :

Title	Created	Filename
IGA Amendment Mayer USD #43 Sign.pdf	Dec 05, 2017	IGA Amendment Mayer USD #43 Sign.pdf
IGA Original Mayer USD #43 Sign.pdf	Jan 11, 2018	IGA Original Mayer USD #43 Sign.pdf

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Between

Yavapai County Community College District

And

Mayer Unified School District No. 43

This First Amendment to Intergovernmental Agreement (IGA) is entered into by and between Yavapai County Community College District, a community college district of the State of Arizona (hereinafter referred to as "College"), and Mayer Unified School District No. 43 of Yavapai County, a political subdivision of the State of Arizona (hereinafter referred to as "District").

Witnesseth:

Whereas, on December 11, 2013, College and District entered into an IGA for the purpose of purchasing, installing, and maintaining an electronic LED sign in Mayer for purposes of displaying public notices by both Parties effective through February 12, 2018, and;

Whereas, the College and District each desire, as allowed in Section A. "Term and Termination" of the IGA, to extend the Agreement for four (4) years from February 13, 2018 through February 12, 2022.

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

1. The term of this Agreement shall be extended for four (4) additional years from February 13, 2018 through February 12, 2022.
2. Except as expressly amended herein, the terms and conditions set forth in said original IGA shall remain in full force and effect.

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

Yavapai County Community College District:

Ray Sigafos, Board Chair

Date

Mayer Unified School District #43:

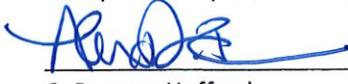


Mark Mathern, Governing Board President

11/8/2017
Date

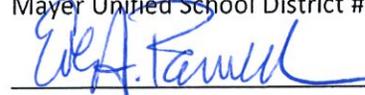
Pursuant to A.R.S. Section 11-952(D), the foregoing Amendment to Agreement has been reviewed by the undersigned attorneys for Yavapai County Community College District and Mayer Unified School District #43, who have determined that the Amendment to Agreement is in proper form and within the powers and authority granted under the laws of this State to Yavapai County Community College District and Mayer Unified School District #43.

Yavapai County Community College District Attorney:


C. Benson Hufford *on behalf of C. Benson Hufford*

11/30/2017
Date

Mayer Unified School District #43 Attorney:


Eve A. Parnell

11/30/2017
Date

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made and entered into this 11 day of December, 2013, by and between Mayer Unified School District No. 43 of Yavapai County, a political subdivision of the State of Arizona ("School District"), and Yavapai County Community College District d/b/a Yavapai College, a political subdivision of the State of Arizona ("College").

RECITALS

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

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

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

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

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

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

AGREEMENT

A. Term and Termination

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

B. Message display; mutual ownership of sign and responsibilities

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

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

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

C. Obligations of College

College shall:

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

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

D. Obligations of School District

School District shall:

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

9. Within a reasonable time, notify the College's marketing representative at any time the sign is non-operational, the suspected cause, and the estimated date and time when it is expected to be operational (e-mail notification). It is understood that the School District may decide to turn off the sign during late night and early morning hours if requested by the neighboring community or required by state, federal, or local law. This is agreeable to the College, as long as the College receives advanced written notification of such action (i.e., e-mail notification to the College's Marketing representative).
- E. Conflict of Interest: The parties acknowledge that this Intergovernmental Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part hereof. Either Party may cancel this Intergovernmental Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Intergovernmental Agreement on behalf of the other Party is, at any time while this Intergovernmental Agreement or any extension is in effect, an employee or agent of the other Party with respect to the subject matter of this Intergovernmental Agreement.
- F. Insurance:
1. The College shall maintain during the term of this Intergovernmental Agreement adequate insurance or self-insurance, either through the Arizona Risk Retention Trust, or otherwise, to cover liability arising from the acts or omissions of the College, its agents or employees related to the performance of this Intergovernmental Agreement. The College shall add the School District as a named insured under the liability insurance coverage policy. The College shall not be responsible for maintaining insurance coverage for liability arising from the acts or omissions of the School District's agents or employees.
 2. The School District shall maintain during the term of this Intergovernmental Agreement adequate insurance or self-insurance, either through the Arizona Risk Retention Trust, or otherwise, to cover liability arising from the acts or omissions of the School District, its agents or employees related to the performance of this Intergovernmental Agreement. The School District shall add the College as a named insured under the liability insurance coverage policy. The School District shall not be responsible for maintaining insurance coverage for liability arising from the acts or omissions of the College's agents or employees.
 3. Damages to Sign: In the event the sign is damaged or destroyed by fire or any other cause, both Parties shall work together to repair or replace the sign if so desired by both Parties for a mutually agreeable amount. Such agreement shall be established in writing as an amendment to this Intergovernmental Agreement.
- G. Mediation: Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and neutral mediator. The Parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a Party for presentation before the mediator or representation by an attorney at the mediations, if such representation is desired.
- H. Compliance with Laws: Both parties shall comply with all applicable laws, ordinances, rules, regulations and statutes which may be applicable to this Agreement. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract

provisions of state agencies required by statute or executive order. Any action thereon shall be brought in the appropriate court in the County of Yavapai, State of Arizona.

- I. **Non-Availability of Funds:** Every financial obligation of the either Party under this Intergovernmental Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Intergovernmental Agreement, this Intergovernmental Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Neither Party shall be liable for any purchases or subcontracts entered into by the parties to this Intergovernmental Agreement in anticipation of funding.
- J. **Non-Discrimination:** The College and the School District shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The College and School District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans With Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- K. **NOTICES:** All notices, requests for payment, or other correspondence between the parties regarding this Intergovernmental Agreement shall be mailed or delivered to the respective parties at the following addresses:

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

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

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

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

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

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

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

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

FOR COLLEGE:

By: [Signature]
Its: President

FOR SCHOOL DISTRICT:

By: _____
Its: _____

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

Attorney for School District

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

[Signature]
Attorney for College

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

FOR COLLEGE:

By: _____

Its: _____

FOR SCHOOL DISTRICT:

By: Don Hays

Its: Superintendent

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

[Signature]
Attorney for School District

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

Attorney for College

Presenter : Ray Sigafoos

Start Time : 1:50 PM

Item No : 16

Proposed By : Ray Sigafoos

Time Req : 2

Proposed : 12/12/2017

Item Type : Consent Item

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

Description : For Consideration for Approval of the Second Amendment to the Intergovernmental Agreement (IGA) Between Yavapai College and Humboldt Unified District No. 22 for the Purpose of Providing On-Site Nursing Training - RECEIPT, DISCUSSION ND/OR DECISION

Details : For consideration for approval of the second amendment to the intergovernmental agreement (IGA) between Yavapai College and Humboldt Unified District No. 22 for the purpose of providing on-site nursing training for five (5) additional years. The original IGA provided for a non-financial agreement whereby Yavapai College students could receive on-site training by working with a nurse at the school district and the first amendment extended the agreement by one (1) year. This second amendment will extend the IGA until March 19, 2023.

Attachments :

Title	Created	Filename
IGA - Humboldt Nursing 2nd amendment.pdf	Dec 12, 2017	IGA - Humboldt Nursing 2nd amendment.pdf
IGA - Humboldt Nursing 1st amendment.pdf	Jan 08, 2018	IGA - Humboldt Nursing 1st amendment.pdf
IGA - Humboldt Nursing Orig.pdf	Jan 11, 2018	IGA - Humboldt Nursing Orig.pdf

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Between

Yavapai County Community College District

And

Humboldt Unified District No.22

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

Witnesseth:

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

Whereas, the College and District first amended to extend the IGA for one (1) additional one-year period from March 20, 2017 through March 19, 2018, and;

Whereas, the College and District each desire, to amend the language in the second sentence under **Section A. "Term and Termination"** of the IGA, to read "This Agreement may be renewed for successive five (5) year terms upon finalization of written notice of intent to renew signed by both Parties not less than thirty (30) days prior to termination date of then-current term". And thus, extend the IGA for an additional five (5) year term from March 20, 2018 through March 19, 2023; and additionally amend to add a third paragraph under this section to read "Either Party may terminate this Agreement at the end of any semester during the term of this IGA by providing the other Party thirty (30) days written notice of such termination.", and;

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

1. The language in **Section A. "Term and Termination"** of the IGA is amended as written above.
2. The term of this Agreement shall be extended for an additional five (5) year term from March 20, 2018 through March 19, 2023.
3. Except as expressly amended herein, the terms and conditions set forth in said original IGA shall remain in full force and effect.

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

FOR COLLEGE:

Mr. Ray Sigafos
College District Governing Board Chair

ATTEST:

Karen Jones
College Executive Assistant

FOR DISTRICT:

Mr. Daniel Streeter
HUSD Superintendent

ATTEST:

Mary Diaz
Assistant to Governing Board & Superintendent

APPROVED

NOV 14 2017

Humboldt Unified School District
Governing Board

FIRSTAMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Between
Yavapai County Community College District
And
Humboldt Unified District No.22

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

Witnesseth:

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

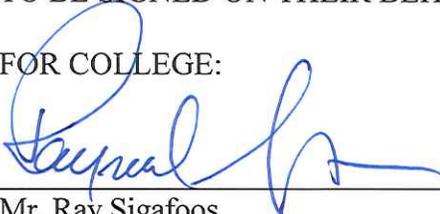
Whereas, the College and District each desire, as allowed in Section A. "*Term and Termination*" of the IGA, to extend the Agreement for one (1) additional one-year period from March 20, 2017 through March 19, 2018.

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

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

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

FOR COLLEGE:



Mr. Ray Sigafos
College District Governing Board Chair

FOR DISTRICT:



Mr. Daniel Streeter
HUSD Superintendent

ATTEST:



Karen Jones
College Executive Assistant

APPROVED

ATTEST:



Mary Diaz
Assistant to the Governing Board & Superintendent

FEB 14 2017

NURSING PROGRAM INTERGOVERNMENTAL AGREEMENT

This Nursing Program Intergovernmental Agreement ("Agreement") is made and entered into this 20th day of March, 2012, by and between Humboldt Unified District No. 22 of Yavapai County, a political subdivision of the State of Arizona ("District"), and Yavapai County Community College District d/b/a Yavapai College, a political subdivision of the State of Arizona ("College").

RECITALS

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

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

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

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

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

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

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

AGREEMENT

A. Term and Termination

The term of this Agreement shall commence and become effective when signed by both Parties, and will terminate on March 19, 2017. This Agreement may be renewed for successive terms of one (1) year upon finalization of written notice of intent to renew signed by both Parties not less than thirty (30) days prior to the termination date of the then-current term.

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

B. Obligations of College

College shall:

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

13. require that each College Student who participates in the Practicum to have:

- a. CPR training;
- b. a negative tuberculosis test prior to participation in the Practicum; and
- c. current (within 6 months) inoculations and other medical tests as required, and immunizations for tuberculosis (PDD/TB), measles (Rubella/Rubeola), chickenpox (Varicella) and hepatitis (HBSAG) or the hepatitis B vaccination; and

14. inform each College Student that the College Student is required to provide their own transportation to the District Practicum location, or arrange with College for such transportation. District shall have no responsibility or obligation to provide College's students with transportation to the District's sites. Nothing in this paragraph shall prohibit District and College from agreeing that College or the District will provide transportation for the students to a District site.

C. Obligations of District

District shall:

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

8. provide College Students an orientation to the District's facilities, policies and procedures;

9. provide adequate classroom and/or conference space for College Students assigned to the Practicum;

10. provide available audio-visual aids relating to the various educational phases under study by the College Students; and

11. notify College if District's Nurse is no longer eligible to provide on-site training due to licensing deficiencies.

D. Licensure and Accreditation

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

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

E. Discrimination Prohibited

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

F. Insurance

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

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

Name of Insurance Company: Arizona Risk Retention Trust, Inc.
Amount of liability coverage: \$1,000,000 per occurrence
Policy No.:
Effective Date:
Expiration Date:

G. Indemnification

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

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

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

H. Conflicts of Interest

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

I. Severability

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

J. Entire Agreement

This Agreement, and its exhibits as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification

of this Agreement shall be made in writing and signed by the Parties to this Agreement. Acceptance by either Party of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for any other performance or any future performance obligations.

K. Assignment

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

L. Default and Force Majeure

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

M. Warranty

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

N. Compliance with Immigration Laws

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

O. Iran/Sudan

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

P. Employees

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

Q. Governing Law

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

R. Removal from Practicum

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties execute this Agreement:

FOR COLLEGE:

By: Dale Johnson
Its: CC

FOR DISTRICT:

By: Harold
Its: Governing Board President

Pursuant to Arizona Revised Statutes Section 11-952(D), the attorney for the Humboldt Unified District No. 22 the ("District") has this 10 day of May, 2012 determined that the foregoing Nursing Program Intergovernmental Agreement is in proper form and is within the powers and authority granted the District under the laws of Arizona.

[Signature]
Attorney for District

Pursuant to Arizona Revised Statutes Section 11-952(D), the attorney for the Yavapai County Community College District the ("College") has this 22 day of May, 2012 determined that the foregoing Nursing Program Intergovernmental Agreement is in proper form and is within the powers and authority granted the College under the laws of Arizona.

[Signature]
Attorney for College

Presenter : Ray Sigafoos

Start Time : 1:52 PM

Item No : 17

Proposed By : Ray Sigafoos

Time Req : 1

Proposed : 1/4/2018

Item Type : Consent Item

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

Description : For Consideration for Approval of the Termination of the Intergovernmental Agreement Between Yavapai College and the City of Prescott for a NARTA Academy Sergeant - RECEIPT, DISCUSSION AND/OR DECISION

Details : For consideration for approval of the termination of the intergovernmental agreement between Yavapai College and the City of Prescott for a Sergeant for the Northern Arizona Regional Training Academy (NARTA). The original IGA was approved at the June 13, 2017 Board meeting. The College is currently working on an IGA with Yavapai County Sheriff's Office for the NARTA Sergeant and therefore the current IGA with the City must be terminated.

Attachments :

Title	Created	Filename
IGA - Termination of NARTA IGA.pdf	Jan 04, 2018	IGA - Termination of NARTA IGA.pdf
Orig NARTA IGA.pdf	Jan 11, 2018	Orig NARTA IGA.pdf

**TERMINATION AGREEMENT
NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA)
ACADEMY SERGEANT**

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
AND
CITY OF PRESCOTT**

THIS TERMINATION AGREEMENT - NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA) – ACADEMY SERGEANT ("Agreement"), is made and entered into as of this 19 day of December, 2017, by and between the CITY OF PRESCOTT, an Arizona municipal corporation ("City") and YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT, doing business as YAVAPAI COLLEGE, a community college district of the State of Arizona ("College"), collectively referred to as the "Parties";

RECITALS:

A. The Parties entered into an Intergovernmental Agreement, dated May 9, 2017, for the purpose of assigning a City Police Department Sergeant as fulltime supervisor of Northern Arizona Regional Training Academy (NARTA), in return for the College's payment of the salary and benefits of said officer (the "IGA");

B. The parties now desire to terminate the IGA under the terms and conditions as set forth hereunder.

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

Section 1. TERMINATION. Notwithstanding Section 5 of the IGA, the Parties agree that as of December 19, 2017, the IGA shall be terminated and have no future force or effect.

Section 2. SURVIVING OBLIGATIONS. The parties shall remain obligated for the financial terms of the IGA as set forth in Section 4 of the IGA.

Section 3. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties hereto as to the termination of the IGA and it merges all prior discussions between them relating thereto.

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

CITY OF PRESCOTT,
an Arizona municipal corporation

Greg L. Mengarelli, Mayor

ATTEST:

Maureen Scott, City Clerk

APPROVED AS TO FORM:

Jon M. Paladini, City Attorney

YAVAPAI COLLEGE, a community college
district of the State of Arizona

Ray Sigafos, District Governing Board Chair

ATTEST:

Karen Jones, Executive Assistant

APPROVED AS TO FORM:



C. Benson Hufford, College Legal Counsel

**INTERGOVERNMENTAL AGREEMENT
NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA)
SERGEANT**

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
AND
CITY OF PRESCOTT
City Contract No. 2017-292**

THIS INTERGOVERNMENTAL AGREEMENT - NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA) – ACADEMY SERGEANT (the "Agreement"), is entered into the date of final signature, by and between the City Council of the CITY OF PRESCOTT, a municipal corporation of Arizona (hereinafter the "City"), for and on behalf of the City's Police Department, and the Governing Board of YAVAPAI COUNTY COMMUNITYCOLLEGE DISTRICT, doing business as YAVAPAI COLLEGE, a community college district of the State of Arizona (hereinafter the "College");

W/TNESSETH:

WHEREAS, the Arizona Peace Officer Standards and Training Board ("AZ POST") prescribes minimum courses of training and minimum standards for training facilities of law enforcement officers in the state [ARS §41-1822 (A) (4)]; and,

WHEREAS, in accordance with said standards, the City, Yavapai County, the City of Chino Valley, the College, and other jurisdictions authorized to employ peace officers, have established the Northern Arizona Regional Training Academy (NARTA), a peace officer training academy approved by the AZ POST, at the College; and

WHEREAS, the Police Chief of the City has assigned a Sergeant in the Police Department of the City to spend a significant amount of the Sergeant's time serving as supervisor of NARTA; and

WHEREAS, the College and City desire to formalize that assignment by assigning the Sergeant as full-time supervisor of NARTA, in return for the College's payment of the salary and benefits of said officer; and

WHEREAS, The City is authorized to prescribe the powers and duties of its police officers [ARS §9-240(B) (12)]; and

WHEREAS, The College is authorized to enter into this contract [ARS §15- 1444(B) (4)]; and

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

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

Section 1. TERM. The term of this Agreement shall be from July 1, 2017 through June 30, 2018, unless sooner terminated as set forth in Section 5 herein.

Section 2. PURPOSE. The purpose of this Agreement is to set forth the duties and responsibilities of the parties and to formalize the routine appointment by the City of a Police Sergeant to supervise NARTA at the College, in return for the College paying the cost of the

salary and benefits of said officer.

PAG

Section 3. PERFORMANCE. The performance commitments of the respective parties are as follows:

The City shall-

- (a) ensure through its Police Department that a qualified Sergeant is appointed at all times to supervise NARTA at the College. In so doing, the Police Department shall make every effort to find a qualified substitute or make arrangements to reschedule classes if the designated Sergeant is unavailable for any reason;
- (b) ensure that the designated Sergeant is properly trained and oriented to fulfill the requirements of the position;
- (c) allow the designated Sergeant the time to-
 - (1) properly prepare for each NARTA class;
 - (2) interact with students of NARTA; and
 - (3) participate in any College staff orientation, faculty meetings, and in-service activities;
- (d) provide necessary supervision and evaluation of the designated Sergeant's performance so as to ensure an adequate level of performance; and
- (e) use funds provided by the College to defray the costs of providing this officer to the College.

The College shall:

- (a) provide office space for the designated Sergeant to carry out necessary supervisory responsibilities; and
- (b) provide regular evaluations of the effectiveness and ongoing needs of the officers.
- (c) provide travel funds to the Sergeant to assist the Sergeant in attending AZ POST meetings or any law enforcement trainings approved by College, including but not limited to reimbursement for use of the Sergeant's private

vehicle, auto rental, gas card, lodging and meals as provided under College policies for adjunct faculty.

- (d) provide to the Sergeant the adjunct faculty benefit of tuition reimbursement for up to 6 credit hours for each family member, as provided under College policies.

- (e) provide a Program Coordinator to liaise with the Sergeant to ensure that the NARTA program is carried out effectively and efficiently.

Section 4. BUDGETING AND FINANCING. The cost of the actual annual salary and benefits of the Sergeant shall be divided into twelve (12) equal monthly installments paid in arrears. Without demand or notice the College shall pay to City on or before the 15th of each month an equal monthly installment for the full cost of the annual salary and benefits for a Sergeant providing services to the College under the terms of this Agreement.

The College shall pay to the City during fiscal year 2017-18 the full cost of salary and benefits for a sergeant compensated at an annual rate of \$163,172.98 and will not increase more than 7% each subsequent fiscal year during the term of this Agreement. The College shall make its best efforts to include in its annual budgets the necessary appropriations to meet the cost of its performance hereunder.

Section 5. TERMINATION. This Agreement may be terminated by either party for any reason whatever, effective 60 days after receipt of written notice by the other party. In the event of termination prior to the full term of this Agreement, if the College has paid to the City the salary amount set forth in Section 4 above, the City shall prorate said amount based on the remaining term of this Agreement and shall return the unearned portion to the College within 60 calendar days. In the event of termination prior to the full term of this Agreement, if the College has not yet paid the salary amount set forth in Section 4 above, the College shall prorate said amount based on the remaining term of this Agreement and shall pay the earned portion to the City within 60 calendar days.

This Agreement is contingent upon College appropriating funds to finance the College's responsibilities under this Agreement. If College fails to appropriate sufficient funds, College shall immediately notify City, and this Agreement shall terminate at the end of the period for which sufficient funds were appropriated and available.

Section 6. INDEMNIFICATION. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') for, from and against any and all claims, losses, liability costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, any agreement by College to indemnify, defend and hold harmless the City shall be limited to, and payable only from, the

College's available insurance or self-insurance coverage for liability assumed by contract, if any.

Section 7. NO PARTNERSHIP; NOT EMPLOYEES. Nothing herein is intended to create a partnership or joint venture between the parties, nor does it create an employment relationship between the personnel of the City and the College. Rather, the Sergeant and other assigned personnel of the City's Police Department are independent contractors for purposes of Article 2, Chapter 7, Title 12, Arizona Revised Statutes.

Solely for the purposes of workers compensation, ARS §23-1022(D) and (E) shall apply and the City shall be solely liable for the payment of workers' compensation benefits for the Sergeant and other assigned personnel providing services under this Agreement.

Section 8. NOTICES. All notices provided in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently delivered or served when presented personally or upon the third (3rd) day after being deposited in the United States mail, postage prepaid, by registered or certified mail, addressed as follows:

1100 E. Sheldon Street
Prescott, Arizona 86301

PAG

City: Police Chief, Prescott Police
Department
222 South Marina Street
Prescott, AZ 86303

Section 9. FURTHER INSTRUMENTS. Each party hereto shall, promptly upon the request of the other, acknowledge and deliver to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 10. AMENDMENT AND CONSTRUCTION. This Agreement sets forth the entire understanding of the parties as to the matters set forth herein as of the date of this Agreement and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 11. CONFLICT OF INTEREST. This Agreement may be canceled pursuant to ARS §38-511 in the event of a conflict of interest as described therein.

Section 12. DISPOSITION OF PROPERTY. The parties do not contemplate the joint purchase of any property under this Agreement. Upon termination of this Agreement for any reason, any property purchased by a party shall remain the property of that party, and any party having possession or use of the other party's property shall return such property to the owning party.

Section 13. NONDISCRIMINATION. The parties agree to comply with the nondiscrimination in government contract provisions of Executive Order No. 2009-09, and hereby incorporate by reference its terms into this Agreement as if fully set forth herein.

Section 14. RESOLUTIONS. Attached hereto are the authentic copies of each appropriate action by ordinance, resolution or otherwise of the governing body of each party authorizing the execution of this Agreement.

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

CITY OF PRESCOTT, a municipal corporation of Arizona, (City)

Harry B. Oberg
Hon. Harry Oberg, Mayor

ATTEST:

Dana R. DeLong
Dana R. DeLong, City Clerk

The foregoing Intergovernmental Agreement has been submitted to me as Prescott City Attorney for review prior to its execution, pursuant to ARS §11-952(0), and I have determined that it is in proper form and is within the powers and authority granted to the City under the laws of Arizona.

Matthew Podracky, Esq.
Jon Paladini, City Attorney
MATTHEW PODRACKY, Esq., for

YAVAPAI COLLEGE, a community college district of the State of Arizona, (College)

Mr. Ray Sigafos on behalf of
Mr. Ray Sigafos, District Governing Board Chair

ATTEST:

Karen Jones, on behalf of
Karen Jones, Executive Assistant

The foregoing Intergovernmental Agreement has been submitted to me as Prescott City Attorney for review prior to its execution, pursuant to ARS §11-952(0), and I have determined that it is in proper form and is within the powers and authority granted to the City under the laws of Arizona.

Yavapai College
College

West Parnell for C. Benson Hufford, Attorney

Presenter : Ray Sigafoos

Start Time : 1:53 PM

Item No : 18

Proposed By : Ray Sigafoos

Time Req : 0

Proposed : 6/21/2017

Item Type : Heading

Policy No.	Description	Ref No
3.4	To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a 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 : Ray Sigafoos

Start Time : 1:53 PM

Item No : 19

Proposed By : Ray Sigafoos

Time Req : 10

Proposed : 6/21/2017

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 Spring 2018 Convocation; All Arizona Academic Team; Achieve60AZ; Budget to Actual Monthly Report; Cash Reserves Monthly Report; Yavapai College Staff Association Update; College Highlights; Facilities Management News; and Other Related Issues - INFORMATION AND/OR DISCUSSION

Details : Dr. Penny Wills will provide information on the following topics with possible discussion from the Board:

- Spring 2018 Convocation
- All Arizona Academic Team 2018
- Achieve60AZ, Education Advances Everyone - Video
- Budget to Actual Monthly Report
- Cash Reserves Monthly Report
- Yavapai College Staff Association Update - December 2017 - Attached, Information Only
- College Highlights - Attached, Information Only
- Facilities Management News - Attached, Information Only
- Other Related Issues

Attachments :

Title	Created	Filename
All AZ Academic 2018.pdf	Jan 10, 2018	All AZ Academic 2018.pdf
Achieve60AZ.pdf	Jan 10, 2018	Achieve60AZ.pdf
Budget to Actual Monthly Report.pdf	Jan 11, 2018	Budget to Actual Monthly Report.pdf
Cash Reserve Monthly Report.pdf	Jan 11, 2018	Cash Reserve Monthly Report.pdf
YCSA Update-December 2017.pdf	Jan 11, 2018	YCSA Update-December 2017.pdf
January 2018 College Highlights.pdf	Jan 11, 2018	January 2018 College Highlights.pdf
January 2018 Facilities Management Newsletter.pdf	Jan 11, 2018	January 2018 Facilities Management Newsletter.pdf

2018 All Arizona Academic Team

Casey Barr
CTEC
Major: Materials Science and Engineering
Transferring To: University of Arizona



Favorite Quote:

“Research is to see what everybody else has seen, and to think what nobody else has thought.” -Albert Szent-Gyorgyi

Jimena Canchis
Prescott Campus
Major: Biological and Biomedical Sciences
Transferring To: University of Arizona



Favorite Quote:

“Discipline is the bridge between who you are and what you desire to be”. -David Fischman

Nichole Carabin
Verde Valley Campus
Major: Education
Transferring To: Northern Arizona University



Favorite Self-Quote:

Communities are only as strong as the weakest family.
It's up to the communities to strengthen the family.
It's all good.

2018 All Arizona Academic Team

Spencer Coffin

CTEC

Major: Aeronautical Management Technology (Unmanned Aerial Systems)

Transferring To: An Arizona University



Favorite Quote:

“Don't aim at success. The more you aim at it and make it a target, the more you are going to miss it. For success, like happiness, cannot be pursued; it must ensue, and it only does so as the unintended side effect of one's personal dedication to a cause greater than oneself or as the by-product of one's surrender to a person other than oneself.” – Viktor E. Frankl

Megan Pickrel

Prescott Campus

Major: Physical Sciences

Transferring To: Arizona State University



Favorite Quote:

“The Road goes ever on and on / Down from the door where it began. / Now far ahead the Road has gone, / And I must follow, if I can, / Pursuing it with weary feet, / Until it joins some larger way, / Where many paths and errands meet. / And whither then? / I cannot say.”
–J.R.R. Tolkien

2018 All Arizona Academic Team

Terri Schuett
Chino Valley Agribusiness & Science Technology Center
Major: Sustainability With Emphasis in Ecosystems
Transferring To: Arizona State University



Favorite Quote:

“I hope my achievements in life shall be these: that I will have fought for what is right and fair, that I will have risked for what matters, that I will have given help to those in need, and that I will have left this earth a better place for what I’ve done and who I’ve been.” – Charles Hopi

Savannah Windes
Verde Valley Campus
Major: Electrical Engineering
Transferring To: Arizona State University



Favorite Self-Quote:

“Ice cream is the key to happiness and friends are the key to sanity, but you are the key to success.”

NEW CENTURY WORKFORCE NOMINEE

Anna Nardo
Prescott Campus
Major: Interdisciplinary Studies – Biological and Biomedical Sciences
Transferring To: N/A





Take the Pledge:
By the Year 2030,
60% of Arizonans WILL
Have a Degree or Certificate.

Achieve60AZ.com

Yavapai College
Budget to Actual Status by Fund
December 2017

The President's monthly report below **provides a brief financial status of each of the District's** five funds for the period July 1, 2017, through December 31, 2017.

Source: Monthly Revenue and Expenditure
Financial Reports

General Fund



For the six months ended December 31, 2017, the General Fund has a surplus of \$2,841,400. This is primarily the result of tuition and fee revenues being recorded for the spring 2018 semester. This will even out over the next several months.

For the fiscal year ended June 30, 2018, General Fund revenues are projected to be at budget and expenditures are projected to be under budget by \$588,700, resulting in a net surplus of \$588,700 — a 1.3% positive variance.

Auxiliary Fund



For the six months ended December 31, 2017, the Auxiliary Fund has a moderate surplus and for the fiscal year ended June 30, 2018, the Auxiliary Fund is projected to be within budget.

Unexpended Plant Fund



For the six months ended December 31, 2017, the Unexpended Plant Fund has a deficit of \$2,388,600 due to a significant amount of Preventative Maintenance and Capital Improvement Projects (CIP) being encumbered for the fiscal year. The supporting revenues to cover this deficit will be received over the remaining fiscal year.

For the fiscal year ended June 30, 2018, the Unexpended Plant Fund is projected to be within budget.

Restricted Fund



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

Debt Service Fund

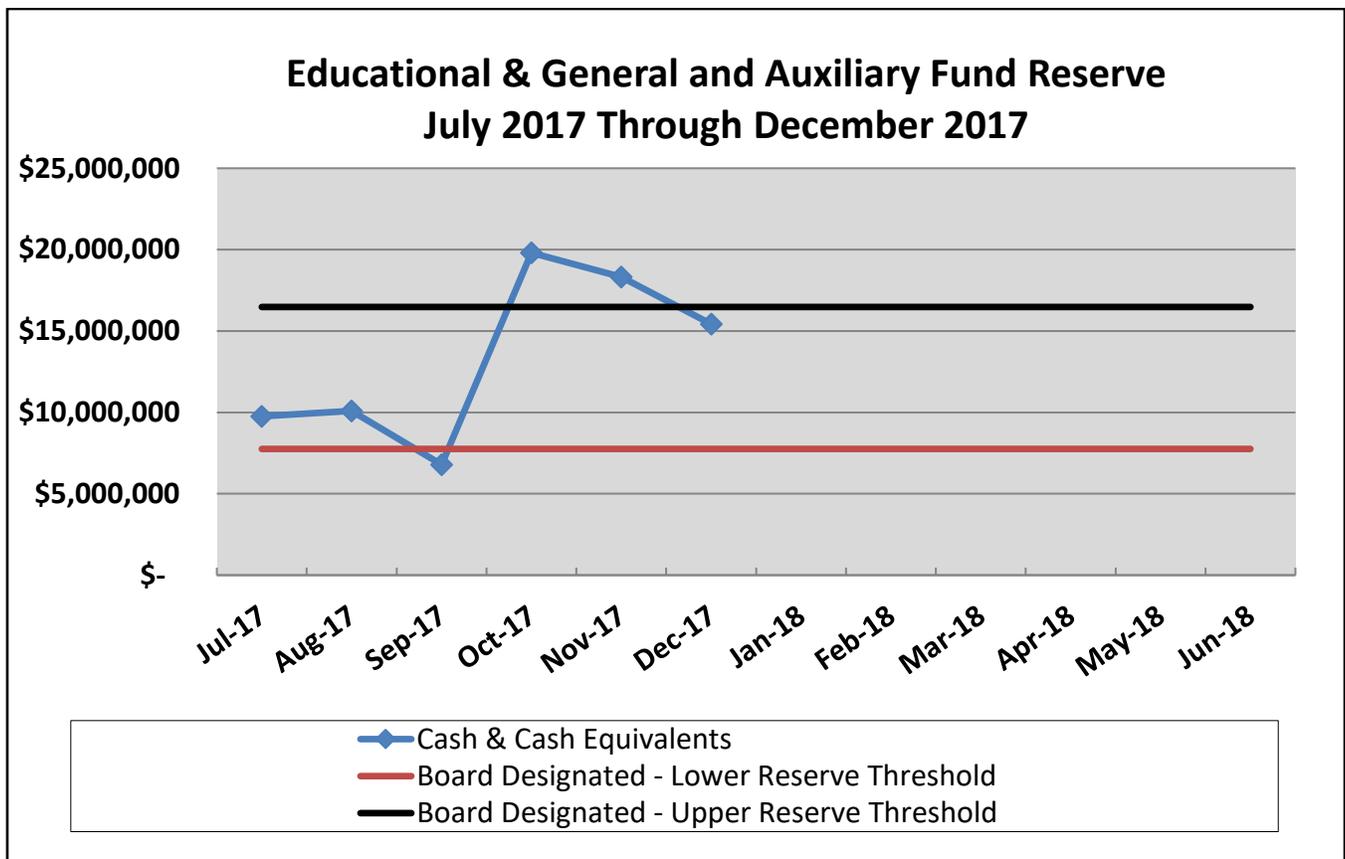


The Debt Service Fund accounts for the monies used to pay the interest and principal on **the District's long**-term bonds. College debt is at fixed rates of interest—for the six months ended December 31, 2017, there were no variances from budget.

Yavapai College
Cash Reserves
December 2017

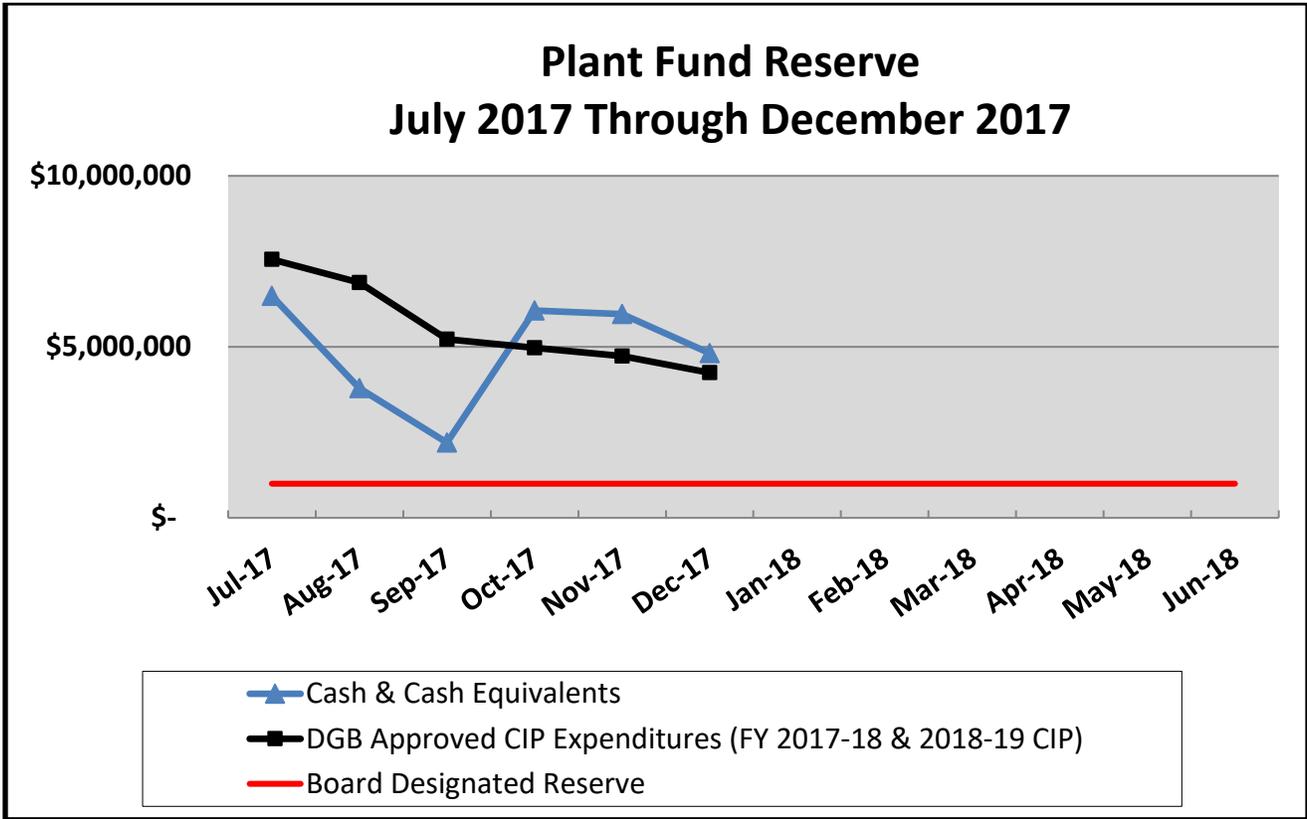
The President's monthly report below on cash reserves displays the District's reserves from July 1, 2017, through December 31, 2017, in relation to the District Governing Board's (DGB) reserve requirements.

Source: Banner Finance



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

For the period July 1, 2017, through December 31, 2017, Current Fund reserves have been in compliance with the DGB's reserve requirements.



For the period July 1, 2017, through December 31, 2017, Plant Fund reserves have exceeded the **DGB's** \$1,000,000 designated reserve and are currently slightly above the amount of monies needed to cover the next eighteen months of CIP that have been approved by the DGB.

IN THIS ISSUE

- ◇ PRESIDENT'S WELCOME
- ◇ MEET RODNEY JENKINS
- ◇ CELEBRATING OUR EMPLOYEES
- ◇ YAVAPAI COLLEGE FOOD PANTRY
- ◇ CALENDAR REMINDERS
- ◇ POLICE SAFETY TIPS FOR THE HOLIDAYS
- ◇ 2017 STUDENT GROWN POINSETTIAS
- ◇ OH WHAT FUN HOLIDAY PARTY
- ◇ YCSA COMMITTEE UPDATES



SUPPORT • COLLABORATION • COMMUNICATION • INFLUENCE

YCSA President's Welcome

Happy holidays to all Yavapai College employees! I'd like to encourage everyone to take the time to attend one of the YC holiday luncheons, either on the Verde Campus (Friday 12/1, 12:00pm, M-137) or on the Prescott Campus (Friday 12/8, 11:00am, 19-147). It's always rewarding to relax with colleagues that you don't see every day (and the one's that you DO see every day), and eat good food!

Have you experienced great service from one of your colleagues here at YC? Would you like to recognize someone TODAY for their positive attitude or strong work ethic or just for being helpful? You can do that RIGHT NOW! The YCSA Service Excellence Recognition program was started by our own Andrea Annibale and is still going strong. It only takes a few minutes to fill out the online form and it can even be anonymous ([click here](#)). The recipient will receive a hand-delivered certificate plus a treat.

As mentioned in the October Newsletter, the YCSA Board has revised the YCSA Constitution and By-Laws. These changes will be emailed to you all very shortly so that you have time to review them prior to our next YCSA meeting on Convocation Day, January 10, 2018. We will vote on these changes at that meeting, so please plan to attend.

Thanks for all you do, each and every one of you, to make Yavapai College a great place to work!

Make it a great day,

Lisa Schlegel
Coordinator, Community Relations

Happy
Holidays!

Meet Rodney Jenkins

YCSA: Do you have pets?

RJ: NO, not interested unless they can pay rent.

YCSA: What is your favorite sport?

RJ: Baseball...Cleveland Indians, lifelong lover of Indians and all Ohio teams (exception of Cincinnati which should be part of N. Kentucky!)

YCSA: What is your favorite book?

RJ: Other than my own book ("Don't Waste Your Mad"), "Lifestyles of the Rich and Faithful" by Betty Price.

YCSA: What is your favorite electronic device?

RJ: None! I truly appreciate and respect the ability to have dialog in person between people.

YCSA: Do you prefer to go to the theater or a movie?

RJ: I enjoy live theater and movies with historic themes.

YCSA: Hike or bike?

RJ: I prefer to drive in my car.

YCSA: Have a Margarita or Pina Colada?

RJ: Have a nice, ice cold, tall Mountain Dew.

YCSA: Travel by plane, train, or automobile?

RJ: Travel by plane for the convenience.

YCSA: Swim in a pool, lake or the ocean?

RJ: I prefer the bathtub...no chlorine!

YCSA: What does your perfect day look like?

RJ: Ohio State, Cleveland Browns, Cleveland Indians, Cavaliers all win!!

YCSA: What is your favorite season and why?

RJ: Summer because I hate cold...I won't ever shovel snow.



(Continued on page 2)

Meet Rodney Jenkins Continued...

YCSA: What is your favorite home cooked meal?

RJ: My wife makes hash brown casserole and I could eat the whole pan!

YCSA: What is your favorite sandwich?

RJ: One with meat in it.

YCSA: If you could go anywhere in the world where would you go?

RJ: A pilgrimage to mecca to explore my deeper inner religion.

YCSA: Where is the furthest you have ever traveled to?

RJ: I have only travelled in the continental US, never abroad.

YCSA: If you could go back in time, what year would you travel to?

RJ: 1983...year I graduated from high school. I had the whole world in my hands and thought that I would become the first black President (darn Obama!).

YCSA: If you could have a drink with someone from history, who would it be?

RJ: Richard Nixon...I want to ask him, "What were you thinking?"

YCSA: What is your biggest success up until now?

RJ: Raising three healthy, well-rounded boys...so far.

YCSA: What do you miss most from your childhood?

RJ: My parents, they both passed away within the last five years.

YCSA: What is something you have always wanted to do but have not?

RJ: Take a summer off and follow the Cleveland Indians from stadium to stadium.

Celebrating Our Employees

Welcome to our new employees!
(through November 20, 2017)

Name	Department	Campus
Ceo, Raymond	Financial Aid	Prescott
Dimitrievski, Nenad	Custodial	CTEC
Schenck, Teri	Allied Health	Prescott

Yavapai College Food Pantry by Sarah Ireland

The Yavapai College Food Pantry (YCFP) is a program dedicated to students and their families facing food insecurity. Food insecurity is when one does not have reliable and consistent access to nutritious or affordable food. We are currently a pilot program on the Prescott Campus, but we hope to expand to other campuses in the spring. We are open Monday through Friday, and offer bags of food with enough for 12 nutritionally balanced meals for each person in the applicant's family. Students can apply online and receive same day service for their request. The YCFP is run and operated by the community of student clubs and organizations here on campus. We have volunteers from the Student Leadership Council, Phi Theta Kappa, Student Ambassadors, Rotaract, the College Honors Program, and I AM YC. We have received support from multiple divisions on campus that have pledged to tackle a food category. Student Development, the Executive Leadership team, and the Library have all pitched in.



The YCFP was started by the student philanthropy club I AM YC, which focuses on helping their fellow students succeed. I AM YC has an emergency grant called the Students Success Grant, which helps students experiencing immediate financial crisis. In the past two years, the majority of the student requests for this grant were for food or gas money. By starting the YCFP, I AM YC believed they could directly address the food insecurity they witnessed among the students. Since the YCFP opening on October 11, 2017 we have filled 11 applications, aided 19 individuals, received over 1,000 food donations, and have over 20 volunteers.

If you are interested in supporting the YCFP, you can donate online at yc.edu/iamyc or drop off food at one of the designated bins. There are bins on the Prescott Campus in building 1 (1st floor), building 3, building 4, building 19 (library), and building 32. There are also bins on the Chino Valley, Verde Valley, and Prescott Valley campuses. If you, or anyone you know, is in need of YCFP resources, you can go to yc.edu/iamyc and fill out an application.

Calendar Reminders

Dec. 8	Fall regular semester ends/Nursing Pinning ceremony
Dec. 8	Prescott Annual Holiday Celebration
Dec. 9	Residence Halls close for Winter Break
Dec. 12	Winter Institute
Dec. 13	Final grades due to Registrar
Dec. 14	NARTA completion ceremony
Dec 14-16	Musical: White Christmas
Dec. 19-Jan. 1	Winter Break (campuses closed)
Dec. 20	Prescott Pops Symphony
Jan 10	Convocation
Jan. 15	Martin Luther King Jr. day (campuses closed)
Jan. 16	First day of classes for spring semester
Jan 18	Last day to add classes
Jan. 21	Last day to drop classes



Yavapai College Police Safety Tips for the Holiday Season

Crimes such as robberies, burglaries, and thefts typically increase during the holiday season. With holiday travel, shopping, and preparations, more people are out and about and tend to carry more money and valuables than other times of the year. It's important to be mindful of safety during these busy times and to take steps to make ourselves less vulnerable to crime.

Precautions can be taken to increase personal safety such as walking with others whenever possible, being aware of your surroundings at all times, traveling in well-lit and populated areas, refraining from texting or talking on the phone while walking, keeping cash and valuables hidden while on the street, refraining from using ear buds or headphones, and trusting your instincts. These precautions--while always important and highly recommended--become even more critical when there are fewer people on campus (i.e., holiday recess). Campus Safety personnel can notify faculty and students of the services that will remain available during the recess to assist individuals in making safe plans. Those who are leaving for the winter recess should lock their rooms, offices and windows and either take computers/electronics with them or secure these devices in their rooms prior to leaving.

The Yavapai College Police Department has compiled holiday safety tips to assist students, faculty and staff in safeguarding their property and keeping themselves safe, whether traveling or remaining on campus throughout the recess period. Please consider following these safety tips.

For Your Room, Office and Home When You're Away

- Be sure all of your windows and doors are locked before you leave.
- Valuables and displays of holiday gifts should not be visible through the windows and doors.
- When possible, take valuables with you, or lock them up.
- Give your home an occupied appearance by leaving the lights on or using an automatic timer to turn inside and outside lights on and off.
- Ask a trusted neighbor to watch your house or apartment and to park in your driveway or parking space from time to time. YCPD will be on patrol over the break to ensure the security of YC Property.
- Stop your mail and newspaper deliveries.
- Arrange to have snow shoveled (if necessary) while you are gone.



While Driving and in Parking Areas

- Contact people at your destination and let them know when you are leaving and when you expect to arrive.
- If your car breaks down, stay with the car and do not accept rides. If someone stops to help, ask him or her to call the police. Use your own cell phone if signal range allows.
- Never leave your vehicle running while unattended.

- Fuel your vehicle during daylight hours when possible and maintain at least ½ tank of gas.
- Never leave valuables on the seat of your vehicle in plain view as this creates a temptation for thieves. If you must leave something in your vehicle, lock it in the trunk or put it out of sight.
- Always lock your vehicle and keep the windows closed even if you are only going to be gone for a few minutes.
- Park in a highly visible well-lit space. It may be daylight when you arrive at your location, but dark when you come out.
- Avoid parking next to vans, trucks with camper shells, or cars with tinted windows where people can hide.
- Park as close as you can to your destination and take notice of where you parked. You don't want to spend unnecessary time walking around the parking lot.
- When returning to your vehicle, carry your keys in your hand and be ready to unlock the door and enter as quickly as possible.
- Avoid texting or talking on the phone while walking so that you can see where you're going and who is around you.
- Know your surroundings. Look around the parking lot and your vehicle for suspicious people. If you notice odd behavior, inform security or the police immediately.
- Look into your vehicle's windows and under the body before entering to ensure no one is waiting for you.
- Keep a secure hold on your purse, handbag and parcels. Do not put them down or on top of the car in order to open the door.
- Do not approach your car alone if there are suspicious people in the area.
- When you get in your vehicle, lock the doors and start the engine immediately.
- Use the "panic" or "alarm" button on your key chain if you feel fearful or suspicious.

At the ATM

- If you must use an ATM, choose one that is located inside a bank, mall, or well-lit location. Withdraw only the amount of cash you need.
- Stay alert and be aware of your surroundings when you use an ATM.
- If you notice anything unusual, cancel your transaction, pocket your card and leave immediately. Go to a safe place and call police.
- Have everything ready (deposit slips, card) when you arrive at the ATM. When you have completed your transaction, pocket your cash and card immediately.
- When using a drive-up ATM keep the car running, your car doors locked and all windows except for the driver's side window rolled up.

(Continued on page 4)

Safety Tips Continued...

- Protect your PIN by shielding the ATM keypad from anyone who is standing near you.
- Do not throw your ATM receipt away at the ATM location.
- Treat your ATM card like cash and guard it carefully. Never write your pin number on the card or give account numbers or card information over the phone, unless you know exactly to whom you are speaking.

While You're Out or Shopping

- Stay alert and be aware of everything around you. Take a minute to observe who may be watching you. Criminals often target people who are distracted.
- Don't use short cuts through alleys or walkways; stay in well-lit and well-traveled areas.
- When possible shop with friends or relatives — there is safety in numbers.
- As you shop, be alert in crowded places. Among pick-pockets' favorites are jammed aisles, elevators, and public transportation stops, especially at rush hour.
- If you must take a wallet or purse, carry it close to your body with the clasp nearest you and be alert. They are prime targets of criminals in crowded shopping areas, transportation terminals, bus stops, on buses and other rapid transit. Never leave your wallet or purse unattended in a shopping cart or on a counter.
- Avoid carrying large amounts of cash — use a debit card, credit card or check.
- Cash should be carried in a front pocket. Do not display large sums of cash.
- Make a list of all your credit/debit cards and their numbers and keep this list at home. This will assist you and the police if they are stolen. Notify the credit card issuer immediately if your credit card is lost, stolen or misused.
- Be alert for suspicious persons loitering in parking lots.
- Avoid overloading yourself with packages. It is important to have clear visibility and freedom of motion to avoid mishaps.
- Beware of strangers approaching you for any reason. At this time of year, "con-artists" may try various methods of distracting you with the intention of taking your money or belongings.
- If you feel unsafe, ask mall or store security for an escort before leaving your shopping location.



the generosity of people during the holiday season by soliciting donations door-to-door for charitable causes although no charity is involved.

- Ask for their identification, and find out how the donated funds will be used. If you are not satisfied, do not donate.
- Only donate to recognizable charitable organizations. Criminals sometimes work in teams — while one distracts you at the front door, another enters your residence via a back door to steal.

Have safe and Happy Holidays!
From the YC Police Department



2017 Student Grown Poinsettias

by Justin Brereton

Students in the Horticulture Science Class AGS 250 at the Chino and Verde locations are growing poinsettias as part of class learning outcomes. We have a schedule down that we can grow a successful crop in a 6.5" pot in 16 weeks, which aligns nicely with the semester. We added some twists this year by growing them in hanging baskets, trying different colors (red, white, speckled pink), and propagating some late for small plants.

There are many things a student learns while growing poinsettias. We focus on propagation, soil, nutrients, pinching, lighting, pests and marketability. Students also graphically track the growth and manipulate the growing conditions in our climate controlled facility. The poinsettia growth tracking is being led by Dokie Jones and Kelli Balensky. As they see our plan unfolding they make recommendations about speeding the growth or slowing down the production. Each year (if we get it right) students volunteer to sell the poinsettias at various markets.

We have retained three poinsettias from 2010 that are about 6' tall that make a great display. People are always amazed to find out they make a great tropical houseplant, and don't have to be thrown away in January! We typically sell the poinsettias for \$5, and the money goes back into the program so we can buy more supplies to teach a new group of students the following year!

*****See Page 6 for Poinsettia Pictures*****



When There's a Stranger at Your Door

- Be aware that criminals sometimes pose as couriers delivering gifts.
- It is not uncommon for criminals to take advantage of

YCSA Committee Updates

Social/Community Service

The Social/Community Service Committee is currently planning the YC Holiday “Oh What Fun” Party scheduled for December 8 from 11:00am to 12:30pm in the Community Room Building 19 on the Prescott Campus. We will kick-off the event with the children from the FEC Angel Choir, then while we eat we will enjoy two performances by Jazz Quartet. Don’t forget our Ugly Sweater contest with winners winning a free soda from Sodexo.



In addition to the fun, on the day of the party we have chosen Stepping Stones Shelter as our Service Project this year. Please see the News Flash announcement that lists items Stepping Stones has suggested for this great project. Collection points are: Chino Campus

— Karen Smith; CTEC Campus — Heather Narvesen; Prescott Campus — Katherine Anderson Building, 29 or Linda Brannock, Building 1; Prescott Valley Campus — Sandy Carney; Sedona Campus — Robin Weeks; and Verde Valley Campus — Amy Sperry, Building I.

Newsletter

The Newsletter Committee is looking for members from all the YC campuses. You do not need to attend our meetings in person to be part of this committee. Members can attend via telephone or Zoom. Our committee would like to feature stories and events that are happening all over YC, and know the best way to do this, is to have employees from every campus be our eyes and ears. No reporting or journalism skills are necessary. We meet five/six times a year; all other communication is done electronically. Interested? Please email katherine.anderson@yc.edu.

Our next newsletter will be published in February. If you have any suggestions for articles or topics you would like to see covered by the YCSA Newsletter, please let us know!



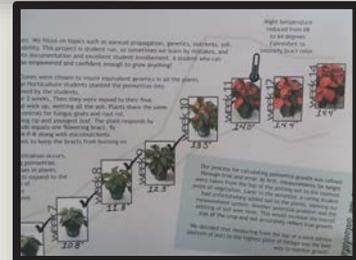
Hanging baskets for the first time



Close up of coloring after initiation occurs in first week of October



Overview of all the baby poinsettias



Student created poster from past production, shows the growth trend, treatments, and coloring over the last few weeks shown. The coloring happens rapidly.

YCSA Committees 2017

Employee Benefits & Professional Development

Social/Community Service (SCS)

Newsletter

Daintry Donovan, Chair

daintry.donovan@yc.edu ext. 2114

Lina Brannock, Chair

linda.brannock@yc.edu ext. 2170

Katherine Anderson, Chair

katherine.anderson@yc.edu ext. 2008

YCSA Board 2017

Lisa Schlegel — President

928-776-2257

lisa.schlegel@yc.edu

Janice Souttee — Vice President

928-776-2025

janice.souttee@yc.edu

Katherine Anderson — Secretary

928-776-2008

katherine.anderson@yc.edu

Karen Smith — Treasurer

928-717-7760

karen.smith@yc.edu

Daintry Donovan — Committee Chair

928-776-2114

daintry.donovan@yc.edu

Linda Brannock — Committee Chair

928-776-2170

linda.brannock@yc.edu

January 2018 College Highlights

School of Arts and Humanities

- **Laura Bloomenstein**, Associate Dean of Arts and Humanities, reported Art Escape, a local Art organization, awarded scholarships to three YC Art students. Two scholarships were awarded to students studying Graphic Design and one for a student of Fine Art. In addition, Art Escape awarded Art scholarships to two high school students who we hope to see enrolled at Yavapai College.

Laura Cline, English Professor and Department Chair, earned the Quality Matters Certification for her ENG100: Introductory Composition class. This course is not only a great example of design excellence, it is also the first master course at YC to be certified. The English Department is leading the way in developing master courses available for use by all faculty teaching ENG100. Quality Matters, a nationally recognized, faculty-centered, peer-review process that certifies the quality of online and hybrid courses, recognizes courses for their commitment to quality assurance by designing courses that meet Quality Matters Standards. Congratulations to Laura, as this is an accomplishment that is hard-earned and not easily given.



- **Peter Mueller**, Adjunct Faculty Member, recently received his Ph.D. in Music Theory from the University of Arizona. Congratulations to Peter for this great accomplishment.

School of Career and Technical Education

- The Chino Valley Agribusiness Center helped out the local community by donating a dozen poinsettias to the Town of Chino Valley just prior to the holiday break. The poinsettias were used to decorate the newly remodeled Chino Valley Community Center for its Grand Re-Opening ceremony. The plants then traveled to Santa's station at the town Library to provide decoration for the children's visits and photo opportunities with Mr. and Mrs. Clause.

Instructional Support

- On December 12, 2017 the 12th Annual Winter Institute, hosted by **Teaching & eLearning Support (TeLS)** and the **Teaching and Learning Committee (TLC)**, was attended by over 80 faculty and staff members. The Winter Institute focuses on best practices in the classroom and student success.

Stacey Hilton, Dean of Instructional Support, welcomed YC Faculty and Staff and presented "Transforming YC Online," which gave an overview of how the Teaching and

Learning Committee (TLC) will be moving forward with self-assessment and peer evaluations of online and hybrid courses.

The morning session “Harnessing Innovation and Creativity to Drive Success” was presented by keynote speaker **Rick Gilbert**. Mr. Gilbert is a metallurgist who has worked in mining for 40 years, and is Vice-President of Technology for Freeport-McMoRan Mining Company in Phoenix.

Morning and afternoon workshops of the Institute focused around Canvas, ZOOM, Quality Matters Self-Evaluations, and tools such as: Panopto, Canvas Teacher & Student App, CIDI Labs, etc.

The 2017 eLearning Award was presented to **Ruth Alsobrook-Hurich**, Director of Video Game Development.

YAVAPAI COLLEGE FACILITIES MANAGEMENT NEWS

January 2018

Greetings from Facilities!

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

College Wide Campus Master Plan Phase 1b

Building 15 2nd Floor Renovation

The renovation of Building 15 is down to installing technology, furniture setting, whiteboards and other by-owner items on the second floor. ITS and Facilities are scheduled to be complete January 8, 2018.



Facilities and ITS Setting Cabinets and A/V Equipment in Second Floor Rehearsal Hall



Second Floor Dance/Choral Rehearsal



Second Floor Classroom

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.

CAMPUS MASTER PLAN Phase 1C

Programming is nearing completion for the the renovation of space on the Prescott campus for the Northern Arizona Regional Training Academy (NARTA). The design and construction teams are working with YC administration and NARTA to determine the best location for this program, which will need access to residence halls, food services, gym and academic support services.

Programming kicked off on November 30 and will continue into January and February for Prescott Valley Center Phase 2. This project will likely consist of a build-out of the newly constructed second floor and renovation of the existing spaces not touched by the recent construction. This project is very preliminary so please see future issues of this newsletter for further information as it becomes available.

CAMPUS MASTER PLAN PHASE 2

During the month of January, interviews will be conducted for the YC Campus Master Plan Phase 2 Architect and Design Team. Selection committee members include Tania Sheldahl, Scott Farnsworth, and John Morgan. We will also be selecting the Campus Master Plan Phase 2 construction team in January/February.

CONSTRUCTION PROJECTS

The Grounds team has completed the landscaping of the entrance to the Chino Valley Center including new plantings, hardscape, fencing and drainage improvements.



Main Entrance to Chino Center Improvements

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.

Winter Break Preventive Maintenance and Repair Projects

It has been a very busy winter break at the Prescott campus. A number of projects are nearing completion in time for the return of students on January 16. Please use caution around the various projects and obey all construction safety signage.

Major projects include:

1. Replacing damaged VCT on the first floors of Buildings 3 and 4 with colored and sealed concrete.
2. Phase 2 replacement of water line, along with valving and hydrants from the FEC past Buildings 1 and 2 terminating at Parking Lot J.
3. Install groundwater and stormwater drainage system between Buildings 15 and 19.
4. In Building 2, addressing plaster issues in the pools along with replacement of sound system.
5. Replace leaking chilled water system serving Buildings 15 and 19.



Building 3 Preparation for Floor Grinding, Staining and Sealing



Building 3 Newly Stained and Sealed Floor



Preparing One of Many New Valves for Installation



Backfilling Trench Between Buildings 2 and 19



Water Line Replaced and Walkway Replaced - Front of Building 1



Replacing Valve Near Building 19



Ground Water and Storm Water Drainage

Future FCA Projects:

Building 3 Breezeway Decking Leaks – May 2018
Building 3 Roof Replacement – May 2018
Building 4 Breezeway Decking Leaks – May 2018
Phase 1 Baseball Field Drainage – July 2018
Phase 3 Prescott Waterline Replacement - March 2018
Phase 1 CTEC Parking Lot Drainage and Expansion – TBD/FY18 and FY19
Verde Valley Building L Drainage – Summer 2018

RISK MANAGEMENT – Peter Oppenheim

Risk Management's Guide to Inclement Weather Closure and Delays

It's been a very dry season so far, but snow and ice are sure to be in the forecast at some point in the next several months. When the white stuff starts to fall the question that inevitably gets asked is "Will the College close?"

Please keep in mind that the decision to travel to Yavapai College is always a personal one and if you are not comfortable traveling in adverse conditions you should notify your instructor or supervisor of your choice to stay home.

Here's what you need to know:

Closure and Delay FAQ

- Q. How will I know if the College is closed or on a delayed opening?**
- A. The College President and Campus Police will make the decision at the earliest possible time to allow faculty, students and staff to plan accordingly. **In most instances the college status will be communicated by 5:30 am.** The decision will be based on actual conditions and/or forecasts with safety as the primary goal.

Where to get information:

- Yavapai College Home Page: www.yc.edu
- Local Radio Stations: KPPV 106.7 FM , KDDL 94.3 FM , KQNA 1130 AM, Jack 94.7 FM, and 107.1 FM Spanish
- alertYC Text Messages: Sign up at <https://www.yc.edu/webtools/apps/alertyc/>
- YC.edu email addresses will also receive notifications.



Q. What does being closed mean?

- **Full Closure** - If the President and Campus Police determine to close a campus or center, all campuses district-wide will be closed. As with a delay, classes, college facilities (pools, tennis courts etc.) or scheduled activity is cancelled. All offices and facilities will be locked. **Note: The Performing Arts Center and Family Enrichment Center may remain open despite a campus closure. Please see the PAC and FEC specific sections.**
- **Mid-day Closure** – If, during the day, the President and Campus Police determine that an early closure is warranted (typically because of worsening conditions) an early closure may be declared. The details will be communicated in the same manner as a delay or full closure. All but essential storm response personnel should exit the campus within 30 minutes of the closure. **Note: The Performing Arts Center and Family Enrichment Center may remain open despite a campus closure. Please see the PAC and FEC specific sections.**

Q. What does a Delayed Opening mean?

- A. **Delayed Opening** - A delayed opening will be declared when the College President and Campus Police conclude that additional time is necessary for crews to clear roadways, paths and sidewalks to ready the campus for operation. **Alert messaging will specify the opening time.** During a delay the campus is closed and any class, college facility (libraries, pools, tennis courts, etc.) or activity that would have begun before (or during) is cancelled. Classes, activities and facilities that were scheduled to begin after the re-opening time will occur as normal. **Note: At the discretion of the instructor or organizer, abbreviated classes and activities may resume once the College has reopened. Check your syllabus for course specific information and exceptions.**

Q. My class, meeting or event starts before the delayed opening. What should I do?

- A. If a delay is called for, all campuses and centers will open at the **time specified in alerts and other messaging.** Any event with a starting time prior to the opening time is cancelled. Events with starting times at or after the opening time will occur at their regular time. **Note: At the discretion of the instructor or event organizer, abbreviated classes and activities may resume once the College has reopened. Check your syllabus or event organizer for course or event specific information and exceptions.**

Q. The Prescott campus is closed (or on a delay) because of snow, but my class is at the Verde (or other) campus. Is that location closed even though it didn't snow there?

A. Yes. Because many students, faculty and staff travel from afar, if any location of the College is closed or on a delayed opening, all locations will follow that same schedule regardless of local conditions (*if Prescott is closed, so is Clarkdale, Sedona etc.*).

Q. My class or event starts very early and I need to leave home before the announcement to delay or close is made. What should I do?



A. Every effort will be made to announce a decision as early as possible. In most cases the decision will be announced by 5:30 am. Pay close attention to the weather, forecasts and announcements.

The decision to travel to Yavapai College is always a personal one and if you are not comfortable traveling in adverse conditions you should notify your instructor or supervisor of your choice to stay home.

Q. My child attends the Family Enrichment Center. How do delays or closures affect the FEC?

A. Parents will be notified through the alertYC system of any delays or closures that affect the FEC.

In the event of an early closure, parents are expected to pick up their child promptly. All parents must have three people on the child's emergency card who would be available to pick up if the parent is unable.

An FEC staff member will remain with a child who has not been picked up until the parent or person authorized to pick up has arrived. Late fees may apply. Parents will be notified directly in the unlikely event that conditions require relocation or evacuation.

A 2-hour delay indicates that the FEC will open at 9:45 a.m. A 4-hour delay indicates that the FEC will open at 11:45 am.

Q. I'm an employee with regular hours other than 8 am – 5 pm. When should I come in if the opening is delayed?

- A. Consult your supervisor prior to bad weather and check the policy for employees at <https://www.yc.edu/v5content/policies/default.htm>.

Q. I planned to use the pool, tennis courts, baseball field etc. Can I still use it when the college is closed?

- A. No. If the College is closed or on a delayed opening it is because conditions have been judged unsafe and time is needed for crews to clear roads and paths or address an infrastructure concern. In extreme situations, some outdoor facilities may not be available for up to 2 days.

Q. My child attends high school in the area and they are closed. Does that mean the College is closed too?

- A. Not necessarily. While the College does consider the status of local school districts in its decision, Yavapai College's response is independent of other schools or business.

Q. My non-college group or organization is scheduled to hold an event at the College, but the weather is bad. Is the event still happening?

- A. Please check with the organizer of your event.

Q. I have tickets to a show at the Performing Arts Center. Is it still happening?

- A. The PAC Box Office will be closed during a campus closure or delayed start.

The box office phone message **(928-776-2000 or toll free 877-928-4253)** will indicate the box office is presently closed due to a campus closure, but shows have not been cancelled.

PAC shows will NOT be cancelled unless there are extenuating circumstances, such as the artist not being able to come.

If a show is cancelled:

1. All ticket-holders are e-mailed through the ticketing system to notify of the cancellation.
2. A separate public service announcement will be released to the media.
3. The box office phone message **(928-776-2000 or toll free 877-928-4253)** will indicate the show is cancelled.

Q. I love to shovel snow. Can I help?

A. Thanks, but no. Only Yavapai College Facilities employees are permitted to plow, shovel, de-ice or otherwise participate in snow or ice removal.

Additional information is available at:

<https://www.yc.edu/v5content/facilities/closures.htm>



FACILITIES MANAGEMENT NEW TEAM MEMBERS

We are looking to fill a recently vacated custodial position at the Verde Valley campus.

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

Presenter : Ray Sigafoos

Start Time : 2:03 PM

Item No : 20

Proposed By : Ray Sigafoos

Time Req : 10

Proposed : 6/21/2017

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 Vice President for Instruction and Student Development to Include Faculty Senate; Pathways Update; and Adjunct Advisor - INFORMATION AND/OR DISCUSSION

Details : Dr. Ron Liss, Vice President for Instruction and Student Development Division will present an update on the following:

- Faculty Senate - Dr. Matt Pearcy, Faculty Senate President
- Pathways Update - Tania Sheldahl, Associate Vice President for Student Development and Scott Farnsworth, Associate Vice President for Student Success and Dean for Science, Health & Public Safety
- Adjunct Advisor - Attached - Information Only

Attachments :

Title	Created	Filename
Pathways for DGB January.pdf	Jan 11, 2018	Pathways for DGB January.pdf
AA Vol_VII_Issue_4_December_2017.pdf	Jan 11, 2018	AA Vol_VII_Issue_4_December_2017.pdf



Guided Pathways Road Map to Success

The Pathways Model is an integrated, institution wide approach to student success.

16-17 Accomplishments

- ▶ Website
- ▶ Progression Plans
- ▶ Recommended courses
- ▶ Re-alignment of academic organization
- ▶ Attention is Retention - outreach by Student Development
- ▶ Re-design of Academic Advising

Current Year Priorities

- ▶ Develop Mandatory First Year Experiences
 - ▶ Revamp Student Orientation - Done
 - ▶ Update College Success Course - Done
 - ▶ Implement Redesign of Academic Advising - Done
- ▶ Develop student tracking (CRM)- engagement from application to graduation (academic and non-academic benchmarks) - In Progress
- ▶ Align High School to YC Pathways - Spring 18 Priority
- ▶ Align Gen Ed block w/ Pathways - In Progress
- ▶ Align University Pathways/Partnerships - Spring 18 Priority

Metrics

Goals	Measurements
1. Higher Completion Rates for YC students	Increase the number of degrees/certificates Increase transfer rates
2. Efficient Completion	Lower credit hours for degrees/certificates Less semesters to completion
3. Clearer Direction to Program Selection by Students	Increased number of students declare major Lower credit hours not in program

Metrics

How will we know if we are successful?

- ▶ Short term Outcomes
 - ▶ Credit Momentum by term and by year
 - ▶ Gateway math and English completion
 - ▶ Retention term to term and year to year
 - ▶ Time to degree (number of terms)
 - ▶ College level course completion in first year

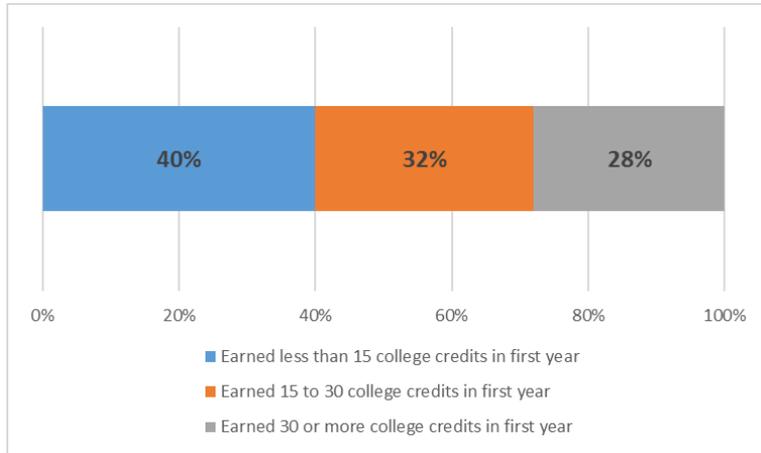
Metrics

How will we know if we are successful?

Long Term Outcomes

- ▶ Earned hours compared to required hours for certificate/degree
- ▶ Number of students transferring to AZ university
- ▶ Number of credits transferred at university entrance
- ▶ Increase in degree completion at YC prior transfer

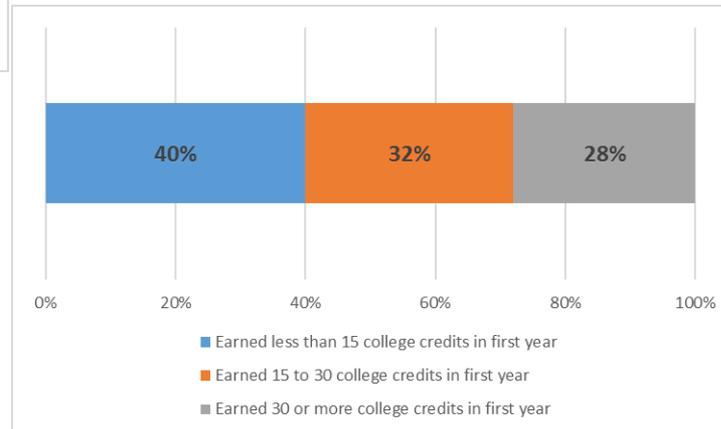
Credit Momentum Baseline Mock Up



First-time Students



Non-first-time Students



Questions and Discussions



Merry and Bright

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Dec 21—First Day of Winter

DECEMBER—JANUARY HAPPENINGS

Dec 1	Final Grading Window Opens
Dec 2	Holiday Party Verde Campus M 137—12:00 noon
Dec 4-8	Finals Week
Dec 8	Nursing Pinning Ceremony
Dec 8	Fall Semester Ends
Dec 12	Winter Institute/Prescott
Dec 13	Final Grades Due at Noon
Dec 14	NARTA Graduation
Dec 15-17	Irving Berlin—White Christmas https://ycpac.ticketforce.com/reporting/
Dec 19 thru Jan 1	Winter Break All campuses closed
Jan 8 thru 12	Faculty Activities Week Division Meetings; Get your courses ready!
Jan 10	Convocation
Jan 16	Spring Semester Begins!



Happy Holidays Everyone!

This time of year brings back many happy memories of years gone by. I was fortunate to have a loving family and animals all around. My parents were the best, believed in me, and valued my education. Today I think of what each of you mean to our students. For many, you are the parents they didn't have. You may be the first who really believed in their future. For others, you are the first person who set high expectations and helped them get there. For all our students, you are the educator who is giving them the confidence in their future. Thank you for believing in our students. Now, enjoy the upcoming break, rest up, and make many good memories for yourself and your families. See you in January!

Penny

From the Registrar...

Dear Faculty,

The semester is ending very quickly as always, and your help is needed so that all final grades are posted by the deadline. Final grading and GPA calculations have to be complete before financial aid processing can begin, and our goal is to complete all processing before we break for the holidays.

Final Grading window available	Friday	December 1
Final Grades due	Wednesday	Noon December 13

If you have any questions about final grading, posting grades, accessing rosters, assigning incomplete grades or resolving grading issues, please contact me as soon as possible. I'm always happy to help!

Sheila M. Jarrell, M.Ed.

Registrar, Yavapai College
928.776.2107

Sheila.jarrell@yc.edu

Learning Centers Cram Jam!

Tutors available through December 8



The YC Learning Centers provide a variety of services to help students get into the right frame of mind for peak performance. Cram Jam events include a variety of review sessions, chair massages, stress reduction activities and healthy snacks/refreshments for students.

Tutors will be staffed until Friday, December 8th on both the Prescott & Verde campus. Tutoring and Study Sessions start at various times. **Important:** When coming for help with English essays, remind students to bring the rubric. For more information and list of scheduled events, you can contact: Angela Fabela (Prescott Campus) 776-2086 and/or Kim Stuit (Verde Valley Campus) 634-6562.

End of Semester Hours

	Dates	Times	Dates	Times	
Prescott Campus Building 1, Rm 207	December 1	8 am – 10 pm	December 1	8 am – 4 pm	Verde Valley Campus Building M, Rm 122
	December 4 -6	9:30 am – 10 pm	December 4 -6	8 am – 7 pm	
	December 7	8 am – 8 pm	December 7	8 am – 7 pm	
	December 8	9:30 am – 5 pm	December 8	8 am – 4 pm	

TESTING CENTER HOURS FOR FALL FINALS EXAM WEEK

December 4 through December 8, 2017

Prescott Valley Campus
Room 127 (928) 717-7902
Appointment not Needed
Monday—Thursday : 8 am—7 pm
Friday: 8 am—3 pm

Verde Valley Campus
Bldg. 1-120 (928)634-6561
By Appointment Only
Monday—Wednesday : 8 am—5 pm
Thursday: 8 am—7 pm
Friday: 8 am—4 pm

Prescott Valley Campus
Room 127 (928) 717-7902
By Appointment Only
Monday—Thursday : 8 am—5 pm
Friday: 9:30 am—4 pm

Please remind your students that it is their responsibility to **show** photo ID (Drivers license, YC ID, etc.), **know** the course and Instructor's name for the exam. Also, tests must be **completed** by closing time. It is essential students **arrive in a timely manner** to complete tests/exams by the published end time. Final Exams only will be administered in the Testing Center during Final Exam Week. For additional information go to: <https://www.yc.edu/v5content/testing-center/>

WINTER INSTITUTE TUESDAY, DECEMBER 12

The Winter Institute takes place on Tuesday, December 12th in Building 19 on the Prescott Campus. Many of your peers will be presenting ways to invigorate and improve your teaching practice, take part in spring pilot programs, do a QM review and more. It's a great way to decompress after the semester, connect with peers new and old, and enjoy a full breakfast and lunch on us. Peruse the schedule right now: https://docs.google.com/document/d/1rYUSPdLc8-aWl6H9gZlQt-iBT_oeXp6UwQWhO4tNPj4/edit?usp=sharing and then use the YC training site to register: <https://training.yc.edu/> See you at the Institute!

THE ADJUNCT ADVISOR

Published for Yavapai College Adjunct Faculty
1100 E. Sheldon Street— Prescott, AZ 86301
Elsie Gibbs Freeman, Editor
928.634.6562
E-mail: egibbsf@instructor.yc.edu



Charlie Brown is sad because he put off registering for the spring semester and his classes were cancelled. Teachers, remind your students to **REGISTER NOW** so they get the classes they need.



"For it is good to be children sometimes, and never better than at Christmas." C. Dickens

Happy Hanukkah



In the 2nd century BCD, the brave Maccabees recaptured the Holy Temple in Jerusalem from the Greeks. The first thing they did was light the golden menorah. They found only one jar of oil, but it burned for 8 days! Today a menorah is lit for 8 days to recall this miracle, and to be inspired by its message.

Prescott Campus Computer Commons Bldg 19-2nd floor Computer Common Hours—Finals Week

Sunday	Dec. 3	2:00 pm—9:00 pm
Monday—Thursday	Dec. 4-7	7:30 am—9:00 pm



Verde Valley Computer Lab—M-112 Enter through Learning Center Doors Computer Lab Hours

Monday—Thursday	Dec. 4-7	8:00 am—7:00 pm
Friday	Dec. 8	9:00 am—2:00 pm

Working on your Syllabus this Holiday Break?

[Visit the Syllabus Development Website by clicking here.](#)

Remember to send a copy of your syllabus to your Division Dean before your first class meeting in the Spring semester!!

Get in the Holiday Spirit!

The Holidays are a time of reflection, celebration, happiness and banking memories with your family and friends. But sometimes it's possible to allow everyday stress to influence us. Here are some tips, from a variety of places, that might help you discover the joys of the season.

Glitter Galore— throw an ornament-making party. Take all of the leftover material from this past year's DIY projects and some unfortunate craft failures for guests to play around with and make new usable decorations.

Have a Ball— fill glass bowls and jars with ornaments and sprinkle around the house. Focus on single color palette to make the display look more sophisticated.

Story Time— read a favorite holiday story with your children, your friend's kids, your neighbor's kids or get really wild and Skype read to your far-flung nieces and nephews.

Be jolly— it is difficult to laugh when you're feeling stressed so visit your local card shop and go to the aisle where the humorous cards are displayed. After reading five cards, you'll be amazed how much better you feel. So try to laugh more, see the funny side of things, even more so when things don't go to plan.

Get Cooking— bake a nice zucchini or banana bread (a refreshing change from cookies) and leave it wrapped with a note as a surprise on a neighbor's porch.

Visit the local pet shop or go to the zoo— watching young animals, particularly puppies is something that makes you laugh for real. Better yet, take your children or grandchildren to the pet shop or zoo and watch them at play.

Most important of all, **enjoy** this special time! *Elsie*

Presenter : Ray Sigafoos

Start Time : 2:38 PM

Item No : 23

Proposed By : Ray Sigafoos

Time Req : 0

Proposed : 6/21/2017

Item Type : Heading

Policy No.	Description	Ref No
3.4	To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a 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 : Ray Sigafoos

Start Time : 2:38 PM

Item No : 24

Proposed By : Ray Sigafoos

Time Req : 15

Proposed : 12/12/2017

Item Type : Policy & Decision

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

Description : Consideration for Approval of Proposed Revised Executive Limitations Policies - DISCUSSION AND/OR DECISION

Details : At the December 11, 2017 District Governing Board Workshop, the Board revised and approved in substance the Executive Limitations Policies as attached. The Board will review the final polices for correct wording and grammar.

Attachments :

Title	Created	Filename
Executive Limitations Draft.pdf	Jan 03, 2018	Executive Limitations Draft.pdf

**Yavapai College District Governing Board
Draft Executive Limitations
November 2017**

2. Executive Limitations

The President shall not cause or allow any practice, activity, decision or organizational circumstance, which is unlawful, unethical, or imprudent.

2.1 Treatment of Employees

The President shall not cause or allow a workplace environment that is unfair, disrespectful, or unsafe.

Further, without limiting the scope of the above statements by the following list, the President shall not:

2.1.1 Allow staff to be without current, enforced, written human resource policies that clarify expectations and working conditions, provide for effective handling of grievance and emergency situations, and protect against wrongful conditions.

2.1.1.1 Permit staff to be without adequate protection from harassment.

2.2 Treatment of Students

The President shall not cause or allow conditions, procedures or decisions related to the treatment of students and others who use College programs and facilities that are unsafe, unfair, disrespectful, unnecessarily intrusive, or inconsistent with a culture of student success.

Further, without limiting the scope of the above statements by the following list, the President shall not:

2.2.1 Permit students and others who use College programs and facilities to be without reasonable protections against hazards or conditions, including harassment that might threaten their health, safety or well-being.

2.3 Compensation and Benefits

With respect to employment, compensation and benefits to employees, consultants, contract workers and volunteers, the President shall not cause or allow jeopardy to fiscal integrity or public image.

Further, without limiting the scope of the above statements by the following list, the President shall not:

2.3.1 Promise or imply guaranteed employment.

2.3.2 Establish current compensation and benefits that deviate materially from the geographic or professional market for the skills employed.

2.4 Planning

The President shall not permit planning that allocates resources in a way that deviates materially from Board-stated Ends priorities, risks fiscal jeopardy, or does not enable the longer-term ability of the organization to achieve Ends.

Further, without limiting the scope of the above statement by the following list, the President shall not:

2.4.1 Operate without a documented, multi-year strategy that can be expected to achieve a reasonable interpretation of the Ends.

2.4.2 Permit planning that risks any situation or donation described as unacceptable in the “Financial Condition and Activities” policy.

2.4.3 Permit planning that endangers the fiscal soundness of future years or ignores the building of organizational capability sufficient to achieve Ends in future years.

2.4.3.1 Operate without succession plans to facilitate smooth operations during key personnel transitions and ensure competent operations of the organization over the long term.

2.5 Financial Condition and Activities

With respect to the actual, ongoing financial conditions and activities, the President shall not cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from Board priorities established in Ends policies.

Further, without limitations the scope of the above statement by the following list, the President shall not:

2.5.1 Expend more funds than have been received or are available in reserves in the fiscal year.

2.5.2 Enter into any lease agreement for more than one year in duration or that exceeds \$200,000 per year

2.5.2.1 The President shall not make any lease improvements over \$10,000.

2.5.3 Allow reserves to be at an inadequate level for future needs.

2.5.3.1 Allow the Current Fund Reserves to drop below seventeen percent (17%) of the operating budgets or Plant Fund Reserves to drop below \$1 million.

2.5.3.2 Allow reserve funds to replenish at an inappropriate rate after, in accordance with specified Board approval, funds have dropped below the President’s authorized limits.

2.6 Asset Protection

The President shall not allow assets to be unprotected, inadequately maintained or unnecessarily risked.

Further, without limiting the scope of the above statement by the following list, the President shall not:

2.6.1 Permit the College to be without adequate insurance against theft, fire and casualty losses, including liability insurance that covers Board members, staff, and individuals engaged in activities on behalf of the College, or the College itself.

2.6.2 Receive, process or disburse funds under internal controls that are insufficient to meet the applicable auditing standards.

2.6.3 Fail to assure the accuracy of financial records and require certification by the Chief Financial Officer as part of the audit process.

2.6.4 Allow intellectual property, information and files to be exposed to loss or significant damage.

2.7 Legislative Delegation Restrictions

The President may neither make nor delegate financial decisions for which legislation specifically requires delegation of authority from the Board, except for the following which the Board authorizes without the need for further Board approval provided the decisions are compliant with the Board's policies:

- Pursuant to A.R.S. 15-1444(B)(2), the authority to enter into leases for real property either as lessor or lessee on behalf of the College:
- Pursuant to A.R.S. 15-1444 (A)(6) & (B) (4), the authority to employ, including to enter into, amend, or terminate all employment contracts on behalf of the College, except for any actions taken with regard to a contract of employment for the position of College President.

2.8 Communication and Support to the Board

The President shall not permit the Board to be uninformed or unsupported in its work.

Further, without limiting the scope of the above statement by the following list, the President shall not:

2.8.1 Withhold, impede, or confound information relevant to the Board's informed accomplishment of its job.

2.8.1.1 Allow the Board to be without timely decision information to support informed Board choices, including relevant environmental scanning data, a representative range of staff and external points of view, a risk assessment including probability and impact of risks, and alternative choices with their respective implications.

2.8.1.2 Neglect to submit timely monitoring data including interpretations of Board policies that provide the observable metrics or conditions that would demonstrate compliance, rationale for why the interpretations are reasonable and evidence of compliance.

2.8.1.3 Let the Board be unaware of any actual or anticipated non-compliance with any Ends or Executive Limitations policy, regardless of the Board's monitoring schedule.

2.8.1.4 Let the Board be unaware of any incidental information it requires, including anticipated media coverage, actual or anticipated legal actions, and material or publicly visible internal changes or events, including changes in executive personnel.

2.8.1.4.1 Allow the Board to be without monthly reports of budget deviations and reserves.

2.8.1.4.2 Allow the Board to be uninformed regarding when the President is absent or unavailable and who the President has designated to act in the President's place.

2.8.1.5 Allow the Board Chair to be unaware that, in the President's opinion, the Board is not in compliance with its own policies on Governances Process and Board-President Delegation, particularly in the case of board behavior which is detrimental to the work relationship between the Board and the President.

2.8.2 Allow the Board to be without reasonable administrative support for Board activities.

Presenter : Ray Sigafoos

Start Time : 2:53 PM

Item No : 25

Proposed By : Ray Sigafoos

Time Req : 20

Proposed : 6/21/2017

Item Type : Policy & Decision

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

Description : Consideration of Preliminary Assumptions for 2018-2019 Budget Planning - INFORMATION AND DISCUSSION

Details : Dr. Clint Ewell, Vice President for Finance and Administrative Services, will present the preliminary assumptions for budget planning for the Fiscal Year ending June 30, 2019.

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 3:13 PM

Item No : 26

Proposed By : Ray Sigafoos

Time Req : 0

Proposed : 6/21/2017

Item Type : Heading

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

Description : MONITORING REPORTS (CONTINUED) - HEADING

Details :

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 3:13 PM

Item No : 27

Proposed By : Ray Sigafoos

Time Req : 4

Proposed : 6/22/2017

Item Type : Monitoring & Decision

Policy No.	Description	Ref No
2.4	The President shall not allow College assets, including intellectual property and operating capital to be unprotected, inadequately maintained, or inadequately insured.	344138

Description : Receipt of President's Monitoring Report - Executive Limitation 2.4 - Asset Protection - MONITORING, DISCUSSION AND/OR DECISION

Details : Executive Limitation 2.4 - Asset Protection

The President shall not allow College assets, including intellectual property and operating capital to be unprotected, inadequately maintained, or inadequately insured.

MOTION OPTIONS:

1. If Board intends to accept Monitoring Report:

We have read the President's Monitoring Report regarding Policy 2.4, we believe that the interpretation of the policy provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with the policy.

Therefore, I move that we accept the Monitoring Report for Policy 2.4.

2. If Board intends to not accept Monitoring Report:

If for unreasonable Interpretation:

We have read the President's Monitoring Report regarding Policy 2.4 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 2.4. I move that the President provide the Board with a new Monitoring Report for Policy 2.4 [at the X board meeting] [within X amount of months] that includes a new interpretation.

OR

If for Insufficient Evidence:

We have read the President's Monitoring Report regarding Policy 2.4 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 2.4 I move that the President provide the Board with a new Monitoring Report for Policy 2.4 [at the X board meeting] [within X amount of months] that provides sufficient evidence to support the conclusion of compliance

Attachments :

Title	Created	Filename
2.4 Report.pdf	Jan 09, 2018	2.4 Report.pdf
2.4 Compilation.pdf	Jan 11, 2018	2.4 Compilation.pdf

President's Monitoring Report
Executive Limitations 2.4 – Asset Protection
January 2018

Executive Limitations 2.4 – Asset Protection

The President shall not allow College assets, including intellectual property and operating capital to be unprotected, inadequately maintained, or inadequately insured.

President's Interpretation:

As stewards of public funds, it is imperative that the college maintains and strengthens **the public's trust. One of the key avenues to do that is to ensure that our assets are** wisely invested, and sufficiently insured. These assets are not limited to structural facilities, but rather include such matters as intellectual property, copyrights and **trademarks, operating capital, and the college's reputation.**

Examples of such safeguards include but are not limited to: 1) Adequate insurance against fire, theft, and casualty losses to the full extent of replacement value and against liability losses incurred by the college itself, its Board members, and its employees, consultants, and agents in an amount usually carried by comparable organizations. 2) Protecting intellectual property, information, and files from loss, significant damage, or willfully violating the individual rights of others. 3) Deposit and/or invest operating funds in only secured instruments or bonds through high-quality, low-risk mechanisms (approved by AZ statutes). 4) All college employees, through their actions, will respect the **College's public image and credibility by not acting in any way to hinder the progress of the Board's Ends** or Strategic Initiatives.

Supporting Data:

1. Insurance:

The District is a member of the Arizona School Risk Retention Trust, Inc., (the Trust). The Trust provides high quality, professionally managed, affordable property and casualty indemnity protection services to over 250 school districts and community colleges in the state. The District has various other supplemental insurance policies including cyber liability insurance to further minimize its financial risk.

Summary of Current Coverage:

General Liability including Governing Board and Professional Liability - \$10M/occurrence
Excess Liability coverage - \$50M aggregate limit
Property Insurance – Aggregate limit - \$144,821,000, replacement value/like kind.

2. Information Asset Protection:

The District has a multifaceted strategy in place to protect information from loss or potential misuse. The Information Technology Services (ITS) department is tasked with developing this strategy and the corresponding tasks associated. In addition, all employees are required to complete a yearly computer security awareness training session that addresses responding and reporting data breaches.

The College has developed Policy 2.07 Intellectual Property Rights that defines and protects employee and College interests. The College follows FERPA requirements and supports employees with training on handling of confidential information.

Due to the nature of its business, the College must collect some personally identifiable information (PII) like Social Security Numbers. This information is collected to comply with state reporting requirements, federal mandated filings (e.g. 1098-T tuition statements), transcript requirements, federal financial aid requirements, and for employment purposes (e.g. W-2, medical benefits). In addition, this information helps the College eliminate duplicate records thus aiding in reporting accuracy. This information is safeguarded via access controls, security best practices, training (e.g. FERPA), data loss prevention technology, secure document storage (encryption), advanced threat detection technology, and other security controls.

Yavapai College Policy 2.28 Copyright Use states that the College will follow US Copyright Law, respect the fair use doctrine, and designate staff as liaisons. The copyright committee and the liaisons have created an educational program to assure that faculty and staff members have a working knowledge of copyright law and how it impacts the field of education. All materials copied by the College print shop are copyright checked.

[Policy 2.07 Intellectual Property Rights](#)

[Policy 2.28 Copyright Use Policy](#)

Summary of Data Protection Practices:

- The College has a comprehensive disaster recovery plan for its information assets that is checked during the audit process. This plan is tested bi-annually. We primarily test three things: can we restore our database from a backup, is our real-time synchronization working (Prescott to Verde) so we can fail over to Verde and back again to Prescott, and can we connect to the resources and run processes. Tests last year were successful on all fronts.
- Critical systems are replicated to our secondary data center on the Verde Campus on a continuous basis. These systems and the data which resides on these systems can be quickly recovered in the event of a disaster.
- Important databases and files are backed up on a routine schedule. Back-up snapshots are taken frequently for quick recovery of data. Long-term storage of information is completed via a backup solution and stored on physical disk arrays at our Prescott campus and secondary data center site on the Verde Campus. Additionally, data is backed up to Amazon secure cloud storage.
- Redundant disk arrays are utilized to reduce the risk of data loss associated with hardware failures.
- Server rooms are protected by uninterruptible power supply (UPS) systems. The primary and secondary data centers also have backup generators and redundant cooling. Generators are tested on a weekly basis.
- File-level, database, and physical security are managed by the ITS Department according to best practices. An access management system is utilized to request access to resources, audit access, and remove access when necessary. Physical access to server facilities is limited to critical staff via key cards and passwords.

- Multi-tiered virus/malware scanning and security vulnerability testing are employed to protect data. Vulnerability tests on critical systems are performed on a routine basis. Additionally, many network security devices and practices are in place to mitigate risks to College-owned data.
- The College utilizes Data Loss Prevention (DLP) software to mitigate potential data breaches.
- The ITS Department manages and maintains all district-wide software licensing agreements. All employees and students must adhere to the Technology Resource Standards policy that prohibits individuals from installing and using unlicensed software on College computers. All employees and students must agree to abide by the terms of the policy. These acknowledgments are digitally recorded. In addition, access rights are limited on personal computers to reduce the risk of unauthorized software or malware installations.
- **The ITS Department has established an "IT Information Security and Privacy Incident Management Procedure" for assessing, responding to, and managing information security and privacy incidents.** In addition, the College has purchased additional cyber liability insurance should any of our systems be compromised. Furthermore, the College employs software that scans our environment for PII. That software allows the College to identify and remediate issues related to the storage of PII.
- Security equipment is in place that automatically blocks any connections from known cyber attackers and organized crime syndicates throughout the world. The College utilizes a multi-tiered approach using different technologies to detect and combat cyber-attacks.
- External network vulnerability scanning is performed on a weekly basis by the Department of Homeland Security to help identify potential weaknesses in our environment.
- A comprehensive IT audit is performed annually by the **State Auditor General's Office.**

3. Deposits and Investments:

The District's primary objective in investing available cash is the preservation of capital and the protection of investment principal while earning the best reasonable relative rate of return.

The District's operating funds are invested in insured or collateralized interest bearing deposit accounts and the County Treasurer's Investment pool.

The District's deposits at November 30, 2017, were as follows:

<u>Investment Type</u>	<u>Amount</u>
Wells Fargo operating account	\$4,893,000
Wells Fargo capital accumulation savings account	4,023,600
County Treasurer's investment pool	20,167,000

4. Public Image:

The College maintains several policies and procedures that require employees to **respect the College's image and credibility by not acting in any way to hinder the progress of the Board's Ends or the College's Strategic Initiatives:**

- [Policy 2.19: Code of Ethics](#)
- [Policy 2.20: Conflict of Interest](#)
- [Policy 2.25: Reporting Dishonest or Fraudulent Conduct](#)
- [Policy 2.26: Zero Tolerance for Threats or Disruptive Behavior](#)
- [Oath of Office required from all employees – as per Arizona Statue 38.231](#)

Each term, the President releases a Community Outreach letter with College updates and information. This letter is electronically distributed to strategic leaders and presented at city and town council meetings throughout the county. The Outreach letter invites civic/service groups to request presentations from the Executive Leadership Team.

In 2016, the College produced the third District Governing Board Annual Report **highlighting the College's positive contributions to Yavapai County.** The College continues to provide the community with information about the College's many positive accomplishments, academic programs, inspirational individual stories and athletic achievements via various channels including, but not limited to, social media, newspaper articles, radio, YouTube videos and paid advertising.

The District Governing Board 2016-2017 Ownership Linkage Plan also included three (3) Community Conversations conducted by College personnel. The gatherings included five (5) ownership linkage questions, and provided open dialog resulting in positive ownership connection.

5. Physical Assets

The College practices the philosophy that well-maintained assets lead to the lowest Total Cost of Ownership. In **YC's** FY2016-17 financial statements, the College had \$135M of net depreciable assets (buildings and site improvements). Using standard depreciation assumptions of 40 years for buildings and 15 years for site improvements, the College should be reinvesting at least \$3.7M per year in maintenance activities. An independent study from Sightlines has derived a reinvestment target of \$4M per year. The College has been working toward this goal and beginning FY2017-18 has budgeted \$3.7M for preventative maintenance and \$.2M for unplanned maintenance.

In FY 2017-18, The College retained Sightlines to assess the condition of our facilities. YC earned an 83% Net Assessed Value (NAV) Score ($[\text{Total Replacement Value} - \text{Total Asset Reinvestment Need}] / \text{Total Replacement Value}$) which places us in the top quartile of colleges and universities in the Sightlines database. The NAV measurement is different than the Facility Condition Index (FCI) score we have shared in the past as NAV looks at repairs *and modernizations needed over the next 10 years*; whereas FCI only looked at repairs needed as of a given point in time.

In regards to equipment, the College invests an average of \$2M per year to replace aging, often obsolete, and fully depreciated equipment. Using an assumption of a

seven year average useful life for equipment, the College is reinvesting approximately this same amount.

The College uses a combination of technology (card keys, cameras, alarms) and security personnel to further safeguard its physical assets.

6. Relation to Strategic Plan

The College's 2015-2020 Strategic Plan – Fiscal Stewardship initiative addresses Executive Limitation Policy 2.4. The aforementioned processes contribute to how the College models best practices in fiscal stewardship by safeguarding our tangible and non-tangible assets.

President's Conclusion:

I report compliance

Presidential Monitoring Worksheet for Executive Limitations Policies
 Policy 2.4 – Asset Protection

Compilation – January 2018

Executive Limitation 2.4	Asset Protection The President shall not allow College assets, including intellectual property and operating capital to be unprotected, inadequately maintained, or inadequately insured.	
Is the interpretation reasonable?	YES 5	NO
Does the data show accomplishment of the interpretation?	YES 4	NO 1
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES 4	NO 1
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO 4
Comments: McCasland: I have concerns regarding the sale of the PV property that is currently being used by NAU/YC. The Board approved the sale of the property with very little information and no updates since last May. I would like an update on the property sale. What price is it selling for? Why did we not sell the YCC portion of the parking lot? How much YCC money went into the construction of the building? What is the value of the property? Are we certain YCC is getting a fair market value for the building? When do we expect receipt of the funds from the town of Prescott Valley?		

SHADED ITEMS should be raised for discussion at the meeting.

Presenter : Ray Sigafoos

Start Time : 3:17 PM

Item No : 28

Proposed By : Ray Sigafoos

Time Req : 4

Proposed : 6/21/2017

Item Type : Monitoring & Decision

Policy No.	Description	Ref No
2.5	The President shall not permit the Board to be uninformed, misinformed, or unsupported in its work.	344945
2.5.1	The President shall not fail to advise the Board, if in the President's opinion, the Board is not in compliance with one or more of its own policies particularly in cases where Board behavior is detrimental to the working relationship between the Board and the President.	344946

Description : Receipt of President's Monitoring Report - Executive Limitations - 2.5 Communication and Support to the District Governing Board and 2.5.1 Compliance - MONITORING, DISCUSSION, AND/OR DECISION

Details : Executive Limitations

2.5 Communication and Support to the District Governing Board

The President shall not permit the board to be uninformed, misinformed, or unsupported in its work.

2.5.1 Compliance

The President shall not fail to advise the Board, if in the President's opinion, the Board is not in compliance with one or more of its own policies, particularly in cases where Board behavior is detrimental to the working relationship between the Board and the President.

MOTION OPTIONS:

1. If Board intends to accept Monitoring Report:

We have read the President's Monitoring Report regarding Policy 2.5 and 2.5.1, we believe that the interpretation of the policy provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we accept the Monitoring Report for Policy 2.5 and 2.5.1.

2. If Board intends to not accept Monitoring Report:

Interpretation: We have read the President's monitoring report regarding Policy 2.5 and 2.5.1 and we believe that the interpretation of the policy provided is not reasonable. Therefore, I move that we not accept the Monitoring Report for Policy 2.5 and 2.5.1. I move that the President provide the Board with a new Monitoring Report for Policy 2.5 and 2.5.1 [at the X board meeting] [within X amount months] that includes a new interpretation.

If for Insufficient Evidence:

We have read the President's monitoring report regarding Policy 2.5 and 2.5.1 and we believe that the interpretation of the policy provided is reasonable, but we do not believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we not accept the Monitoring Report for Policy 2.5 and 2.5.1. I move that the President provide the Board with a new Monitoring Report for Policy 2.5 and 2.5.1 [at the X board meeting] [within X amount of months] that provides sufficient evidence to support the conclusion of compliance.

Attachments :

Title	Created	Filename
Policy 2.5 and 2.5.1 Monitoring Rpt.pdf	Dec 05, 2017	Policy 2.5 and 2.5.1 Monitoring Rpt.pdf
2.5 and 2.51 Compilation.pdf	Jan 11, 2018	2.5 and 2.51 Compilation.pdf

President's Monitoring Report
Executive Limitations 2.5
 Communication and Support to the District Governing Board
 January 2017 – December 2017

Executive Limitations 2.5 Communication and Support to the District Governing Board

The President shall not permit the Board to be uninformed, misinformed, or unsupported in its work.

President's Interpretation:

The relationship between the Board and their president is one built on open communication, trust, and respect. The president must be vigilant in informing the Board of developments and activities through the following ways:

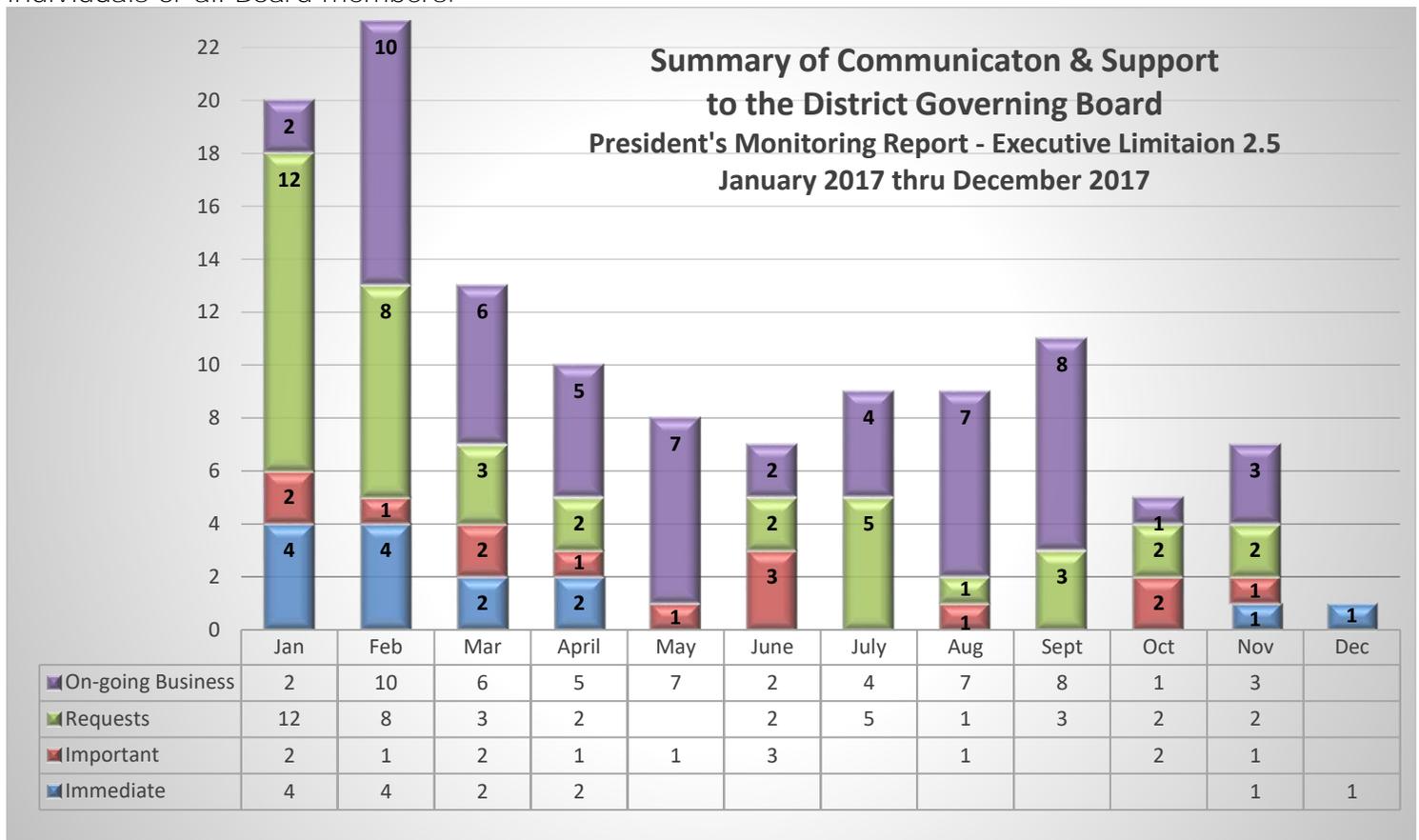
1. Emergency and/or Matters of Public Concern with immediate phone calls to Board members.
2. Timely Notification of Major College Decisions with phone calls to Board members.
3. Data whether specifically requested by the Board or through monthly presentations to the Board.
4. On-going College activities through summaries as included in monthly Board packet.

Supporting Evidence:

To comply with **Executive Limitations 2.5 and 2.5.1**, the President's Office maintains a log of all communication to the District Governing Board (Log of Communication and Support to the District Governing Board) as to when and why the President informs the Board of developments and activities according to the categories listed below.

Dr. Wills communicates with the College and the Board on a regular basis through the "News from the President-College Update" and on-going business. In addition, she informs the Board in a timely manner of immediate issues or matters of public concern, major decisions, and responses to Board member requests.

The chart below provides a summary of communications from January 2017 - December 2017 either to individuals or all Board members.



President's Conclusion: I report compliance

President's Monitoring Report
Executive Limitations 2.5.1
Compliance
January 2017 through December 2017

Executive Limitations 2.5.1 Compliance

The President shall not fail **to advise the Board, if in the President's opinion, the Board is not in compliance with one or more of its own policies particularly in cases where Board behavior is detrimental to the working relationship between the Board and the President.**

President's Interpretation:

If the President concludes that the Board is not acting in compliance with one or more of its own **policies, it is the President's responsibility to bring this concern to the Board's attention.** The President does so with the intent to strengthen the open communication between the Board and its employee.

Supporting Evidence:

To comply with Executive Limitations **2.5.1, the President has observed the Board's actions in accordance with policies.** No incidents were noted during this given period **of Board members' behavior which is perceived to be detrimental to the Board/Presidential relationship.**

President's Conclusion:

I report compliance.

Presidential Monitoring Worksheet for Executive Limitations Policies

Policy 2.5 – Communication and Support to the District Governing Board

Policy 2.5.1 - Compliance
 Compilation - January 2018

Executive Limitation 2.5	Communication and Support to the District Governing Board The President shall not permit the Board to be uninformed, misinformed, or unsupported in its work.	
Is the interpretation reasonable?	YES 5	NO
Does the data show accomplishment of the interpretation?	YES 4	NO 1
Is there sufficient evidence to indicate compliance with the Executive Limitations policy?	YES 3	NO 1
Based upon your review of the monitoring report, should this Executive Limitations policy be amended?	YES	NO 4
Comments: McCasland: I am still hearing about major college decisions through other individuals or in the news. I have made requests on a variety of subjects and have had no response in meetings. In my opinion there is a shortage of information on many college issues.		
Executive Limitation 2.5.1	Compliance The President shall not fail to advise the Board, if in the President’s opinion, the Board is not in compliance with one or more of its own policies particularly in cases where Board behavior is detrimental to the working relationship between the Board and the President.	
Is the interpretation reasonable?	YES 5	NO
Does the data show accomplishment of the interpretation?	YES 4	NO
Is there sufficient evidence to indicate compliance with the Executive Limitations policy?	YES 4	NO
Based upon your review of the monitoring report, should this Executive Limitations policy be amended?	YES	NO 4
Comments:		

SHADED ITEMS should be discussed at the meeting.

Presenter : Ray Sigafoos

Start Time : 3:21 PM

Item No : 29

Proposed By : Ray Sigafoos

Time Req : 4

Proposed : 6/21/2017

Item Type : Monitoring & Decision

Policy No.	Description	Ref No
2.6	The President shall not fail to appoint a College Vice President, or designee, to act in the President's place when the President is absent or unavailable, and to communicate this information to the Board prior to the absence.	561982

Description : Receipt of President's Monitoring Report - Executive Limitations - 2.6
Presidential Continuity and Absences - MONITORING, DISCUSSION,
AND/OR DECISION

Details : 2.6 Presidential Continuity and Absences

The President shall not fail to appoint a College Vice President, or designee, to act in the President's place when the President is absent or unavailable, and to communicate this information to the Board prior to the absence.

MOTION OPTIONS:

1. If Board intends to accept Monitoring Report:

We have read the President's Monitoring Report regarding Policy 2.6, 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 2.6.

2. If Board intends to not accept Monitoring Report:

Interpretation: We have read the President's monitoring report regarding Policy 2.6 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 2.6. I move that the President provide the Board with a new Monitoring Report for Policy 2.6 [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 2.6 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 2.6. I move that the President provide the Board with a new Monitoring Report for Policy 2.6 [at the X board meeting] [within X amount of months] that provides sufficient evidence to support the conclusion of compliance.

Attachments :

Title	Created	Filename
Executive Limitations Policy 2.6.pdf	Dec 05, 2017	Executive Limitations Policy 2.6.pdf
2.6 Compilation.pdf	Jan 11, 2018	2.6 Compilation.pdf

President's Monitoring Report
Executive Limitations 2.6 – Presidential Continuity and Absences
January 2018

Executive Limitations 2.6 – Presidential Continuity and Absences

The President shall not fail to appoint a College Vice President, or designee, to act in the President's place when the President is absent or unavailable, and to communicate this information to the Board prior to the absence.

President's Interpretation:

Whenever the President attends meetings outside of the state of Arizona or on personal vacation, she will appoint a College Vice President to serve as acting President. This temporary appointment will be shared with the Board Chair, all Board members, and the President's Leadership team.

Supporting Evidence:

To comply with Executive Limitation 2.6, each time the President was absent from the College due to business travel outside the state of Arizona or personal vacation, she appointed an Acting President. These appointments and dates were communicated to the District Governing Board by the Executive Assistant through email. Below are Presidential Continuity and Absences for 2017:

Notification Date	Acting President	Board member notified
1/25/2017	Dr. Ron Liss	All
3/20/2017	Dr. Ron Liss & Dr. Clint Ewell	All
4/19/2017	Dr. Clint Ewell	All
6/21/17	Dr. Clint Ewell	All
7/18/17	Dr. Ron Liss	All
7/26/17	Dr. Ron Liss	All
9/22/17	Dr. Ron Liss	All
10/10/17	Dr. Ron Liss	All

President's Conclusion:

I report compliance

Presidential Monitoring Worksheet for Executive Limitations Policies
 Policy 2.6 – Presidential Continuity and Absences

Compilation - January 2018

Executive Limitation 2.6	Presidential Continuity and Absences The President shall not fail to appoint a College Vice President or designee to act in the President's place when the President is absent or unavailable and to communicate this information to the Board prior to the absence.	
Is the interpretation reasonable?	YES 4	NO
Does the data show accomplishment of the interpretation?	YES 5	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES 5	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO 4
Comments: McCasland: Yes, we receive this information on a regular basis.		

SHADED ITEMS should be discussed at the meeting.

Presenter : Ray Sigafoos

Start Time : 3:25 PM

Item No : 30

Proposed By : Ray Sigafoos

Time Req : 10

Proposed : 11/28/2017

Item Type : Monitoring & Decision

Policy No.	Description	Ref No
3.7	Because poor governance costs more than learning to govern well, the Board shall invest in its governance capacity. Accordingly:	429151
3.7.1	Costs shall be prudently incurred, though not at the expense of endangering the development and maintenance of superior capability. The Board shall develop its budget by April each year to ensure its inclusion in the overall district budget and shall include, but not be limited to allowances for support and training (including consulting and technical services, orientation, conferences, and workshops); audits and other third party monitoring of organizational performance; and ownership linkages (surveys, focus groups, etc.) and Board legal services.	561984

Description : Content Review of Governance Policy 3.7 - Cost of Governance - MONITORING, DISCUSSION AND/OR DECISION

Details : At the October 24, 2017 Meeting, the Board developed a process and schedule for monitoring and review of Governance Process (3's) and Board-President Linkage (4's) Policies. The Board will self-evaluate even numbered policies in even years and review content of even numbered policies in odd years and follow a similar process for the odd numbered policies. 3.7 Cost of Governance, is an odd numbered policy, therefore the Board will review the policy's content in 2018. See the attached compilation of the policy review and any suggested edits for the Boards' consideration.

Attachments :

Title	Created	Filename
Review 3.7 Compilation.pdf	Jan 11, 2018	Review 3.7 Compilation.pdf

District Governing Board Policy **Review**
 Governance Process
 Policy 3.7 Cost of Governance
Compilation - January 2018

Cost of Governance 3.7	Because poor governance costs more than learning to govern well, the Board shall invest in its governance capacity. Accordingly:	
It this policy still relevant and useful to the governance process?		
	Check One	If No, why is it not relevant or useful?
Yes	4	Irwin: The over-arching policy is not a policy – but a statement that I would recommend be rewritten.
No	1	McCarver: Good governance processes are essential to an effective governing board. We must invest in a reasonable way, to ensure that board members have adequate and appropriate training and support to effectively do their jobs.
If “No”, does this policy need to be:		
	Check One	If Revised/Replaced, provide suggested revision.
Revised/Replaced	1	Irwin: The Board will focus its efforts on pursuing Governing strategies that result in real improvements in the lives of Yavapai County citizens.
Removed		
Budget 3.7.1	Costs shall be prudently incurred, though not at the expense of endangering the development and maintenance of superior capability. The Board shall develop its budget by April each year to ensure its inclusion in the overall district budget and shall include, but not be limited to allowances for support and training (including consulting and technical services, orientation, conferences, and workshops); audits and other third party monitoring of organizational performance; and ownership linkages (surveys, focus groups, etc.) and Board legal services.	
It this policy still relevant and useful to the governance process?		
	Check One	If No, why is it not relevant or useful?
Yes	5	McCarver: The Board should annually review its budget to ensure that all necessary expenses are provided for.
No		
If “No”, does this policy need to be:		
	Check One	If Revised/Replaced, provide suggested revision.

District Governing Board Policy **Review**
 Governance Process
 Policy 3.7 Cost of Governance
Compilation - January 2018

Revised/Replaced	1	Irwin: Recommend replacing everything after “the overall district budget” with: The Board will only incur such cost necessary to achieve its objectives.
Removed		
Are there any additions that you would suggest for this set of policies?		
	Check One	If Yes, provide suggested additions.
Yes	1	McCasland: Spend the funds wisely.
No	3	

Suggested changes/additions should be discussed at the meeting.

Presenter : Ray Sigafoos

Start Time : 3:35 PM

Item No : 31

Proposed By : Ray Sigafoos

Time Req : 0

Proposed : 6/21/2017

Item Type : Heading

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

Description : BOARD EDUCATION / STRATEGIC THINKING AND PLANNING -
HEADING

Details :

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 3:35 PM

Item No : 32

Proposed By : Ray Sigafoos

Time Req : 45

Proposed : 6/21/2017

Item Type : Board Education

Policy No.	Description	Ref No
3.1.1.1	<p>1. Board members will take legal action on matters only at a properly-noticed Board meeting and only when the matters are specifically included on the agenda.</p> <p>2. To avoid inadvertent violations of the Open Meeting Law:</p> <p>a) When communicating with a quorum of the Board by email, College staff shall blind-copy the Board members to remove the possibility that a Board member will reply to all of the addressees.</p> <p>b) To the extent that two Board members discuss Board business outside of a public meeting, neither shall repeat those discussions to another member of the Board outside of a public meeting, nor shall College staff do so to the extent that they are included in or learn of the discussions.</p>	564189
3.3	<p>The Board expects of itself, as a whole and of its individual members, ethical and professional conduct. This commitment includes proper use of authority and appropriate decorum in group and individual behavior when acting as Board members.</p>	4081

Description : Board Education regarding Open Meeting Law, Ethics, and Conflict of Interest Declaration - INFORMATION AND DISCUSSION

Details : Lynne Adams, District Governing Board Counsel, will provide Board Education related to Open Meeting Law for Board members, with particular emphasis on ethics and the conflict of interest statutes.

Board members are asked to complete the Annual Conflict of Interest Declaration annually, as required by Board Policy 3.3. Conflict of Interest forms are provided in the Board packet to be completed and returned to the Executive Assistant by January 31, 2018. The Conflict of Interest forms will be shared and reviewed by all Board members at the February 13, 2018 Regular Board meeting. This form shall be kept in a file maintained by the College and which shall be open to the public.

Attachments :

Title	Created	Filename
Open Mtng Law and Conflict of Interest Training.pdf	Jan 11, 2018	Open Mtng Law and Conflict of Interest Training.pdf

OPEN MEETING LAW, CONFLICTS OF INTEREST & ETHICS



How To Be An
Even More
Amazing Board
Member

Yavapai College Governing Board Meeting
January 16, 2018



OPEN MEETING LAW

Open Meeting Law Basics



- The board may discuss College business only in a public meeting that has been properly noticed.
- Meeting only occurs if
 - there is a quorum and
 - the quorum engages in discussion, action or deliberation about a matter that has, will or may come before the board.
- Meeting does not require physical presence, but you still have to comply with OML requirements.

Discuss Only Matters on the Agenda



- Agendas must list the specific matters to be discussed, considered or decided at the meeting.
- **“The public body may discuss, consider or make decisions only on matters listed on the agenda and other matters related thereto.”**
- **Whether a matter is “related” to an agenda item** closely enough to pass muster is a matter of opinion at times.

Discuss Only Matters on the Agenda



- TUSD investigation in 2016: AG **recognized “some flexibility” in agenda** items.
- Benson City Council investigation in 2017: AG viewed agenda with more rigidity.
 - **“Discussion and possible direction to staff about fire department.”** Discussions about police department were not related, even if overlap in issues (costs of operation, for example).
 - **“Discussion and possible direction to staff on any and all future projects that [city council] may want to undertake in 2017-2018.”** Not specific enough; too generic of language.

Executive Sessions Are Confidential



- Think Vegas: What happens in executive session stays in executive session!
- Open Meeting Law prohibits disclosure of executive session discussions or minutes.
- Only those individuals whose presence is reasonably necessary can attend executive session.
- **AG's Office has "strongly" cautioned board members against making statements that "disclose, or that may even tend to disclose," confidential information.**

Reports Without Agenda Details Are Limited



- Board members or College President may **“present a brief summary of current events”** without including specific information on the agenda.
 - Must be used by the right people (board members or College President) for the right things (summary of current events).
 - No discussion among board members of any issues **presented under the “current events” topic unless specific topics are listed under that agenda heading.**

Reports Without Agenda Details Are Limited



- In 2016, Pima Community College found to have violated the Open Meeting Law because President had members of his leadership team give presentations to the board that were not specified on the agenda.
- **More than mere “information reports”** by President.
- Agenda lacked sufficient detail to alert public about presentations.

Continue To Be Careful of Emails



- Emails continue to trip up other public board members. Be cautious!
- In late December, the AG found that SRP board members had violated the Open Meeting Law twice by sending emails.
 - Email from former board member to remaining members about employee bonuses. One board member replied to all.
 - Joint email from two board members to the entire board expressing their views on mandatory retirement rules.
 - Both topics were soon to be addressed by the board.
 - All board members have to complete training. . . .

Limit Emails and Text Messages During Meetings



- Public may have a right to hear what you are saying if it is about public business.
- Not only potential Open Meeting Law issues, but public records issues.
- Arizona Court of Appeals reaffirmed in December that if you use your cell phone for public business (text messages during meetings count), your phone records are public records—at least those records related to public business.
 - DPS officers were using their personal cell phones to conduct police business while working.
 - Same test for personal computers and emails.



CONFLICTS OF INTEREST/ BOARD ETHICS

Conflict of Interest Laws



- Arizona statutes prohibit board members from participating in any discussions or decisions about a contract, sale, purchase, or service to the board in which the board member or a relative has a **“substantial interest.”**
- **“Substantial interest”** is defined by statute and by what it is not. It is a money or property interest that is not a **“remote interest.”**

Which Relatives Count?



- Spouse
- Child
- Grandchild
- Parent
- Grandparent
- Brother or sister, whole or half blood, *and their spouses*
- **Spouse's parents, siblings and children**
3rd degree of consanguinity

Board members have a duty to be aware of their **relatives' interests in any matters that might create a conflict!**

Duty to Disclose Conflict



- If you have a conflict of interest in a matter on the agenda, you must
 - Not discuss the matter with any other board member, including making recommendations or giving advice,
 - Not vote on the matter, and
 - Indicate in writing that you have a conflict.

Conflict of Interest Flowchart



Will the decision affect, either positively or negatively, an interest of mine or one of a relative?

If yes, then ask

Is the interest a money or property interest?

If yes, then ask

Is the interest other than one statutorily designated as a **“remote interest”**?

If yes, you have a statutory conflict of interest

Board Policies



- Board policy requires board members to refrain from participating in or attempting to influence the vote about any matter in which they have or appear to have a conflict. Policy 3.3.2
 - **No “self-dealing.”**
 - No use of position to obtain employment for others.
 - Respect and do not disclose confidential information.
 - Complete conflict of interest form at least once per year.

Board Policies



- Board policy requires that board members must recognize that they only have authority as a whole board, not as an individual, particularly in interactions with staff, public, press and other entities. Policy 3.3.3
- Important to communicate ***board's*** decisions and perspective if speaking on **board's behalf**.
 - “**Individual Board members will abide by and uphold the final majority decisions of the Board.**”

Ethical Board Conduct*



- Do not conduct board business outside of a formal meeting (i.e., do comply with the Open Meeting Law).
- Honor the confidentiality of executive sessions.
- Operate without conflicts of interest.
- Honor collective board decisions and commitments to the President.
- Do not favor or protect any one College or community group.
- Treat staff and each other respectfully.
- **Recognize the difference between the board's policy role and operational role of President.**

*With a nod to Board Policy 3.1, ACCT and Pamila Fisher

Questions?



Ask your board lawyer *before* acting if you have questions about the Open Meeting Law or may have a conflict of interest!

Presenter : Ray Sigafoos

Start Time : 4:25 PM

Item No : 35

Proposed By : Ray Sigafoos

Time Req : 0

Proposed : 6/21/2017

Item Type : Heading

Policy No.	Description	Ref No
3.4	To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a 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 : Ray Sigafoos

Start Time : 4:25 PM

Item No : 36

Proposed By : Ray Sigafoos

Time Req : 1

Proposed : 6/21/2017

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 - DISCUSSION AND/OR DECISION

Details : The Board will review proposed meetings, dates, times, and locations for Fiscal Year 2017-2018 District Governing Board meetings.

Due to the Performing Arts Building 15 Reopening Event (March 6), the locations for the February 13 and the March 6 District Governing Board meetings have changed.

The International Policy Governance Policy Association (IPGA) Annual Conference is June 21-23, 2018 in Savannah, Georgia. The early bird registration discount expires January 31, 2018.

Registration opens this month for the Association of Community College Trustees (ACCT) Leadership Congress to be held in Savannah, Georgia, September 25-28, 2018.

Attachments :

Title	Created	Filename
FY17-18- Proposed Dates and Places of Future Meetings.pdf	Jan 11, 2018	FY17-18- Proposed Dates and Places of Future Meetings.pdf
IPGA.pdf	Jan 11, 2018	IPGA.pdf
ACCT.pdf	Jan 11, 2018	ACCT.pdf

PROPOSED DATES AND PLACES OF FUTURE MEETINGS – FY 2017-2018

TYPE OF MEETING	DATE/DAY/TIME/LOCATION
JULY 2017 – NO BOARD MEETING	
Regular Board Meeting	August 8, 2017, Tuesday, 1:00 p.m. Location: Prescott Campus – Rock House
Board Retreat	September 11, 2017, Monday, 9:00 a.m. Location: Hassayampa Inn, Prescott
Regular Board Meeting	September 12, 2017, Tuesday, 1:00 p.m. Location: Sedona Center - Rm 34
Regular Board Meeting*	October 24, 2017, Tuesday, 1:00 p.m. Location: Prescott Valley Center Rooms 110/111
Regular Board Meeting	November 14, 2017, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House
Board Workshop	December 11, 2017, Monday 9:00 a.m. Location: Prescott Campus-Rock House
DECEMBER 2017 – NO BOARD MEETING	
Budget Preview Work Session	January 16 2018, Tuesday, 10:00 a.m. Location: Prescott Campus – Rock House
Regular Board Meeting	January 16, 2018, Tuesday, 1:00 p.m. Location: Prescott Campus – Rock House
Regular Board Meeting	February 13, 2018, Tuesday, 1:00 p.m. Location: Verde Valley Campus, Room M-137
Regular Board Meeting*	March 6, 2018, Tuesday, 1:00 p.m. Location: Prescott Campus – Rock House
Regular Board Meeting**	April 17, 2018, Tuesday, 1:00 p.m. Location: CTEC - 181
Regular Board Meeting	May 8, 2018, Tuesday, 1:00 p.m. Location: Prescott Campus, Community Room 19-147
JUNE 2018 – NO BOARD MEETING	

DATES AND PLACES OF EVENTS – FY 2017-2018

TYPE OF EVENT	DATE/DAY/TIME/LOCATION
Board Tour	September 12, 2017, Tuesday, 12:15 p.m. Location: Sedona Center – Rm 34
Sedona Center Grand Re-Opening	September 12, 2017, Tuesday, 3:45 p.m. Location: Sedona Center
Association of Community College Trustees (ACCT) Leadership Congress	September 25–28, 2017 Location: Las Vegas, NV
Prescott Valley Center Ribbon Cutting	October 24, 2017, Tuesday, 11:00 a.m. Location: Prescott Valley Center
GISS and Leadership Institute on Diversity	November 29-30, 2017 Location: Rio Salado College, Tempe, AZ
Nursing Pinning Ceremony	December 8, 2017, Friday – 3:00 p.m. Location: Prescott Campus – Performing Arts Center
Northern Arizona Regional Training Academy (NARTA) Commencement	December 14, 2017, Thursday – 11:00 a.m. Location: Prescott Campus – Performing Arts Center
Performing Arts Building 15 Reopening	March 6, 2018, Tuesday, 4:00 p.m. Location: Prescott Campus – Building 15
Verde Valley Commencement	May 4, 2018, Friday, 6:00 p.m. Location: Verde Valley Campus
Nursing Pinning Ceremony	May 5, 2018, Saturday, 1:00 p.m. Location: Prescott Campus – Performing Arts Center
Prescott Commencement	May 5, 2018, Saturday, 6:00 p.m. Location: Prescott Campus – Performing Arts Center
Northern Arizona Regional Training Academy (NARTA) Commencement	May 24, 2018, Thursday – 11:00 a.m. Location: Prescott Campus – Performing Arts Center
International Policy Governance Association (IPGA) Conference	June 21-23, 2018 Location: Savannah, GA

*March meeting changed due to Spring Break *October, January, April meetings changed at Board request Rev.1/10/18



**REGISTRATION IS NOW OPEN FOR THE
2018 IPGA ANNUAL CONFERENCE**

**June 21-23, 2018
Savannah, Georgia USA**

Register by January 31st to take advantage of the early bird discount!

2018 ACCT Leadership Congress

Wednesday, October 24, 2018 7:15 am to Saturday, October 27, 2018 12:15 pm
Marriott Marquis
1535 Broadway
New York New York 10036
United States



REGISTRATION AND CALL FOR PRESENTATIONS OPENING JANUARY 2018!!!

Presenter : Ray Sigafoos	Start Time : 4:26 PM	Item No : 37
Proposed By : Ray Sigafoos	Time Req : 0	
Proposed : 6/22/2017	Item Type : Heading	

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

Description : MONITORING REPORT (CONTINUED) - HEADING

Details :

Attachments :

No Attachments

Presenter : Ray Sigafoos	Start Time : 4:26 PM	Item No : 38
Proposed By : Ray Sigafoos	Time Req : 10	
Proposed : 6/22/2017	Item Type : Monitoring Item	

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

Description : Monthly Board Meeting Evaluation - INFORMATION AND/OR DISCUSSION

Details : The Board will complete the Monthly Board Meeting Evaluation for today's meeting.

Attachments :

No Attachments

Presenter : Ray Sigafoos

Start Time : 4:36 PM

Item No : 39

Proposed By : Ray Sigafoos

Time Req : 0

Proposed : 6/21/2017

Item Type : Procedure Item

Policy No.	Description	Ref No
3.4	To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a 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