



**Regular Board Meeting  
Agenda Summary  
District Governing Board Regular Meeting  
Tuesday, January 21, 2020  
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, A.3 and A.4, the Board may vote to go into Executive Session, which will not be open to the public, for legal advice concerning any item on the agenda to review, discuss and consider records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law; or to consult with and instruct its attorneys regarding its position on contracts, litigation or settlement discussions. If indicated 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 the Executive Assistant at (928)776-2307. Requests should be made as early as possible to allow time to arrange the accommodation.*

*Please note that 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	860286
2	Call to Order - PROCEDURAL	0	1:00 PM	860287
3	Pledge of Allegiance - PROCEDURAL	1	1:00 PM	860288
4	Welcome to Guests and Staff - PROCEDURAL	1	1:01 PM	860289
5	Approval of the Minutes from the November 12, 2019 District Governing Board Regular Meeting - DISCUSSION AND DECISION	2	1:02 PM	860290
6	Adoption of Agenda - DECISION	1	1:04 PM	860291
7	OWNERSHIP LINKAGE - HEADING	0	1:05 PM	860297
8	Open Call - PROCEDURAL	15	1:05 PM	860298
9	MONITORING REPORT - HEADING	0	1:20 PM	860292
10	November Board Meeting Evaluation - INFORMATION AND/OR DISCUSSION	5	1:20 PM	860293

Item No.	Item	Time Req.	Start Time	Ref No.
11	CONSENT AGENDA - HEADING	0	1:25 PM	860299
12	Receipt of Report on Revenues and Expenditures - Month of November 2019 - RECEIPT, DISCUSSION, AND/OR DECISION	1	1:25 PM	860300
13	For Consideration for Approval of the Intergovernmental Agreement Between the City of Prescott and Yavapai College for a NARTA Academy Sergeant - RECEIPT, DISCUSSION AND/OR DECISION.	7	1:26 PM	872483
14	For Consideration of Approval of Ash Fork Joint USD #31 to have Concurrent Enrollment Intergovernmental Agreements with Yavapai Community College - RECEIPT, DISCUSSION, AND/OR DECISION.	7	1:33 PM	872509
15	INFORMATION - HEADING	0	1:40 PM	860304
16	Information from the President to Include: Convocation; All Arizona Academic Team; Budget to Actual Monthly Report; Cash Reserves Monthly Report; Facilities Management News; College Highlights; and Other Related Information - INFORMATION AND/OR DISCUSSION	10	1:40 PM	860305
17	Update from Instruction and Student Development to Include: Faculty Senate - INFORMATION AND/OR DISCUSSION	15	1:50 PM	860306
18	MONITORING REPORT (CONTINUED) - HEADING	0	2:05 PM	860310
19	Receipt of President's Monitoring Report - Executive Limitation 2.4 - Planning - MONITORING, DISCUSSION, AND/OR DECISION	4	2:05 PM	860311
20	Receipt of President's Monitoring Report - Executive Limitation 2.8 - Communication and Support to the Board - MONITORING, DISCUSSION, AND/OR DECISION	4	2:09 PM	860312
21	Receipt of Board Self-Evaluation - Governance Process Policy 3.7 Cost of Governance - MONITORING AND/OR DISCUSSION	4	2:13 PM	860313
22	SHORT RECESS - PROCEDURAL	10	2:17 PM	860307
23	POLICY ISSUES - HEADING	0	2:27 PM	860308
24	Review policy 2.1.1 Human Resource Policies - INFORMATION, DISCUSSION, AND/OR DECISION.	2	2:27 PM	872452
25	Review policy 3.0 Governance Process - INFORMATION, DISCUSSION, AND/OR DECISION.	2	2:29 PM	872465
26	Review this policy 3.1.1.1 Open Meeting Law, and the newly proposed 3.1.1.2 Electronic Communications Policy - INFORMATION, DISCUSSION, AND/OR DECISION.	2	2:31 PM	872202
27	Review policy 3.1.4 Self-Evaluation - INFORMATION, DISCUSSION, AND/OR DECISION.	2	2:33 PM	872454
28	Review policy 3.1.5 Continuity - INFORMATION, DISCUSSION, AND/OR DECISION.	2	2:35 PM	872455
29	Review policy 3.2.1.2 Governing Policies - INFORMATION, DISCUSSION, AND/OR DECISION.	2	2:37 PM	872456
30	Review the title of policy 3.3.1 Discipline Needed to Govern - INFORMATION, DISCUSSION, AND/OR DECISION.	2	2:39 PM	872466

Item No.	Item	Time Req.	Start Time	Ref No.
31	Review policy 3.4.3 All Meeting Agendas - INFORMATION, DISCUSSION, AND/OR DECISION.	2	2:41 PM	872458
32	Review policy 3.5.1 Job Output - INFORMATION, DISCUSSION, AND/OR DECISION.	2	2:43 PM	872460
33	Review policy 3.5.2.1 Chairing Meetings - INFORMATION, DISCUSSION, AND/OR DECISION.	2	2:45 PM	872461
34	Review policy 4.1.2 Requests from Board Members and Board Committees - INFORMATION, DISCUSSION, AND/OR DECISION.	2	2:47 PM	872462
35	Review policy 4.6 Conferral of President Emeritus/a Status - INFORMATION, DISCUSSION, AND/OR DECISION.	2	2:49 PM	872464
36	BOARD EDUCATION / STRATEGIC THINKING AND PLANNING - HEADING	0	2:51 PM	860314
37	Lynne Adams, District Governing Board counsel, will provide a refresher for Governing Board members on key Open Meeting Law and conflict of interest requirements and issues. - INFORMATION AND DISCUSSION	45	2:51 PM	860315
38	OWNERSHIP LINKAGE (CONTINUED) - HEADING	0	3:36 PM	860316
39	Reports from Board Liaisons - Board Spokesperson; Arizona Association of Community College Trustees (AACCT); and Yavapai College Foundation - INFORMATION AND/OR DISCUSSION	5	3:36 PM	860317
40	OTHER INFORMATION - HEADING	0	3:41 PM	860318
41	Review the Dates and Places of Future Meetings and vote to change the April Regular Meeting date - DISCUSSION AND/OR DECISION	3	3:41 PM	860319
42	ADJOURNMENT OF REGULAR MEETING - PROCEDURAL	1	3:44 PM	860320

**Presenter :** Ray Sigafoos

**Start Time :** 1:00 PM

**Item No :** 1

**Proposed By :** Ray Sigafoos

**Time Req :** 0

**Proposed :** 12/7/2019

**Item Type :** Heading

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

**Description :** CALL TO ORDER - HEADING

**Details :**

**Attachments :**

No Attachments

**Presenter :** Ray Sigafoos

**Start Time :** 1:00 PM

**Item No :** 2

**Proposed By :** Ray Sigafoos

**Time Req :** 0

**Proposed :** 12/7/2019

**Item Type :** Procedure Item

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

**Description :** Call to Order - PROCEDURAL

**Details :**

**Attachments :**

No Attachments

**Presenter :** Ray Sigafoos

**Start Time :** 1:00 PM

**Item No :** 3

**Proposed By :** Ray Sigafoos

**Time Req :** 1

**Proposed :** 12/7/2019

**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 :** 1:01 PM

**Item No :** 4

**Proposed By :** Ray Sigafoos

**Time Req :** 1

**Proposed :** 12/7/2019

**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 to Guests and Staff - PROCEDURAL

**Details :** Chair Sigafoos will welcome guests and staff.

**Attachments :**

No Attachments

**Presenter :** Ray Sigafoos

**Start Time :** 1:02 PM

**Item No :** 5

**Proposed By :** Ray Sigafoos

**Time Req :** 2

**Proposed :** 12/7/2019

**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 the Minutes from the November 12, 2019 District Governing Board Regular Meeting - DISCUSSION AND DECISION

**Details :** To affirm discussion and record of actions and motions made and approved by the District Governing Board at the November 12, 2019 District Governing Board Regular Board Meeting. As part of the Board Agenda, the record of the proceedings of the previous meetings are presented for Board approval, reporting the kind of meeting, date, and place of the meeting, participants present, approval of consent items, and all the main motions, the hours of the meeting(s), and the adjournment. The approved minutes are used to establish a permanent record of decisions approved by the District Governing Board. (Executive Session minutes are confidential by statute and are; therefore, not included in public documents.)

**Attachments :**

Title	Created	Filename
Unapproved November Meeting Minutes	Jan 06, 2020	UNapproved Minutes November 12 2019.pdf



**Yavapai College District Governing Board  
Regular Board Meeting  
Minutes**

**Tuesday, November 12, 2019  
1:00pm**

District Governing Board Regular Meeting  
Agribusiness & Science Technology Center, Room 119  
2275 Old Home Manor Way  
Chino Valley, Arizona 86323

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1 CALL TO ORDER – HEADING

Chair Sigafoos called the Yavapai College District Governing Board meeting to order at 1:08 p.m.

2 Pledge of Allegiance – PROCEDURAL

The Pledge of Allegiance was led by Chair Sigafoos.

3 Welcome to Guests and Staff – PROCEDURAL

None to present.

4 Approval of District Governing Board October 8, 2019 Regular Meeting Minutes - DISCUSSION AND/OR DECISION

One change to the minutes from Member McCarver. To change the time noted in the minutes of when she conference called into the meeting for Tuesday, October 8, 2019.

Member McCarver moved, seconded by Member McCasland to approve the District Governing Board Minutes with the one change from Tuesday, October 9, 2019 meeting. Motion carried unanimously.

5 Adoption of Agenda – DECISION

Member Irwin moved, seconded by Member McCasland to adopt the Governing Board agenda. Motion carried unanimously.

6 OWNERSHIP LINKAGE - HEADING

7 Open Call – PROCEDURAL

No Open Call request.

8 MONITORING REPORT - HEADING

9 October Board Meeting Evaluation - INFORMATION AND/OR DISCUSSION

Member McCarver did not submit because she did not attend the entire meeting.

- 10 CONSENT AGENDA - HEADING
- 11 Receipt of Report on Revenues and Expenditures - Month of September 2019- RECEIPT, DISCUSSION AND/OR DECISION  
Chair Sigafos moved, seconded by Member McCarver to adopt the consent agenda with the change. Motion carried with four voting aye and one nay.
- 12 For Consideration for Approval of the Intergovernmental Agreement (IGA) between the State of Arizona Governor's Office of Youth, Faith, and Family and Yavapai College to provide Education Programs on the Risk of Abuse of Alcohol and Controlled Substances - RECEIPT, DISCUSSION AND/OR DECISION  
Was approved in the Consent Agenda.
- 13 POLICY - HEADING
- 14 Overview and Environmental Scan of Yavapai County and Yavapai College - INFORMATION AND/OR DISCUSSION  
Dr. Tom Hughes gave a presentation.
- 15 INFORMATION - HEADING
- 16 Sabbatical Reports From Tara O'Neill, School of Social Sciences. - INFORMATION AND/OR DISCUSSION  
Tara O'Neill gave a presentation on her sabbatical.
- 17 Information from the President to Include the Budget to Actual Monthly Report; Cash Reserves Monthly Report; College Highlights - INFORMATION AND/OR DISCUSSION  
Dr. Rhine gave her Presidential report.
- 18 Update from Instruction and Student Development to Include Faculty Senate Update; Student Ambassador Report; - INFORMATION AND/OR DISCUSSION  
Dr. Ron Liss introduced Dr. Jennifer Jacobson, Faculty Senate President. She gave her presentation.  
Student Ambassadors gave a presentation.
- 19 SHORT RECESS – PROCEDURAL  
Meeting recessed at 2:39 p.m.; reconvened at 2:58 p.m.

20 MONITORING REPORTS (CONTINUED) - HEADING

21 Receipt of the President's Monitoring Report - Ends Statement 1 -  
MONITORING, DISCUSSION, AND/OR DECISION

Member McCasland moved, seconded by Member Irwin, we have read the President's Monitoring Report regarding Policy 1 and 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 1. Motion carried unanimously.

22 Receipt of President's Monitoring Report - Ends Statement - 1.2  
Economic Ends - MONITORING, DISCUSSION, AND/OR DECISION

Member Chevalier moved, seconded by Member McCasland, 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 the policy. Therefore, I move that we accept the Monitoring Report for Policy 1.2. Motion carried unanimously.

23 Receipt of President's Monitoring Report - Ends Statements - 1.3  
Communities Ends - MONITORING, DISCUSSION, AND/OR DECISION

Member McCasland moved, seconded by Member McCarver, 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 the policy. Therefore, I move that we accept the Monitoring Report for Policy 1.3. Motion carried unanimously.

24 Receipt of President's Monitoring Report - Executive Limitation 2.7 -  
Legislative Delegation Restrictions - MONITORING, DISCUSSION,  
AND/OR DECISION

Member McCarver moved, seconded by Member Irwin, we have read the President's Monitoring Report regarding Policy 2.7, 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 2.7. Motion carried unanimously.

25 OWNERSHIP LINKAGE (CONTINUED) - HEADING

26 Report from the Association of Community College Trustees (ACCT)  
Leadership Congress - INFORMATION AND/OR DISCUSSION

Members spoke on the conference.

- 27 Reports from Board Liaisons - Board Spokesperson; Arizona Association of Community College Trustees (AACCT); and Yavapai College Foundation - INFORMATION, DISCUSSION, AND/OR DECISION  
Members spoke on their topics.
  
- 28 OTHER INFORMATION - HEADING
  
- 29 District Governing Board Dates and Places of Future Meetings - DISCUSSION AND/OR DECISION  
Member McCarver moved, seconded by Member Irwin to change the start time of the workshop to 8:30 a.m. for January 21, 2020. Motion carried unanimously.
  
- 30 ADJOURNMENT OF REGULAR MEETING – PROCEDURAL  
Member Irwin moved, seconded by Member McCarver to adjourn the meeting. Motion carried unanimously.  
  
Regular meeting adjourned at 3:54 p.m.

Respectfully submitted:

\_\_\_\_\_  
Yvonne Sandoval, Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Ray Sigafos, Chair

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



**Presenter :** Ray Sigafoos

**Start Time :** 1:05 PM

**Item No :** 8

**Proposed By :** Ray Sigafoos

**Time Req :** 15

**Proposed :** 12/7/2019

**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 to criticism made by those who have addressed the public body, 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 designated time.

**Attachments :**

No Attachments

**Presenter :** Ray Sigafoos

**Start Time :** 1:20 PM

**Item No :** 9

**Proposed By :** Ray Sigafoos

**Time Req :** 0

**Proposed :** 12/7/2019

**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 :** 1:20 PM

**Item No :** 10

**Proposed By :** Ray Sigafoos

**Time Req :** 5

**Proposed :** 12/7/2019

**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 12, 2019 meeting, the Board completed the assessment for that meeting and staff compiled the results.

**Attachments :**

Title	Created	Filename
Nov Monthly Eval Compilation	Dec 07, 2019	Nov Monthly Eval Compilation.pdf

**Yavapai College District Governing Board  
Board Meeting Self-Evaluation (Monthly)  
Compilation for Month of: November 2019**

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

Yes	No	BEHAVIORS NEEDING IMPROVEMENT
	<b>5</b>	Board focused on administrative/internal operations
	<b>5</b>	Board involved in making decisions in areas already delegated to CEO
	<b>5</b>	Decisions without considering ownership input, or led by a few vocal owners
	<b>5</b>	Decisions without whole Board input, or led by a few vocal members
	<b>5</b>	Board automatically approving decisions of individuals or committees without due consideration
	<b>5</b>	Board focused on present and/or past
	<b>5</b>	Board making reactive decisions rather than pro-active decisions
Other Comments:		

**Comments from the Coordinator:** Board Member McCarver did not complete as she did not attend at October DGB meeting she called in at 3pm to votes on items 24 – 37.

**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.		<b>4</b>	<b>1</b>	
The Board’s behavior demonstrates that its constituency is the entire county.	<b>1</b>	<b>3</b>	<b>1</b>	
Board members operate ethically and without conflicts of interest.	<b>1</b>	<b>3</b>	<b>1</b>	
Board decisions are made with the goal of supporting student learning and student success.		<b>3</b>	<b>2</b>	
<b>What is the most important thing the Board could do to improve our function as a board?</b> <b>McCasland: We need retreats to discuss issues and future possibilities.</b> <b>McCarver: Communicate better.</b> <b>Chevalier: Consensus decision making.</b>				

**Presenter :** Ray Sigafoos

**Start Time :** 1:25 PM

**Item No :** 11

**Proposed By :** Ray Sigafoos

**Time Req :** 0

**Proposed :** 12/7/2019

**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 :** 1:25 PM

**Item No :** 12

**Proposed By :** Ray Sigafoos

**Time Req :** 1

**Proposed :** 12/7/2019

**Item Type :** Consent Item

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

**Description :** Receipt of Report on Revenues and Expenditures - Month of November 2019 - RECEIPT, DISCUSSION, AND/OR DECISION

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

District Governing Board Detail Budget Report of Expenditures - November 2019

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

The report of Revenue and Expenditures for the fifth month of FY 2019-2020 ending on November 30, 2019 is attached. Expenditures are reported on the modified accrual basis of accounting.

**Attachments :**

Title	Created	Filename
Finanical Update - November 2019	Dec 20, 2019	Consent Agenda 1st, Receipt of Rpt on Revenues & Expenses Narrative - Nov in Jan (3).pdf
YCFS November 2019 - Govening Board Budget Report	Dec 20, 2019	Consent Agenda 2nd, YCFS Nov 2019 - Governing Board Budget to Actual (1).pdf
YCFS November 2019 - Summary	Dec 20, 2019	Consent Agenda 3rd, YCFS Nov 2019_Summary & Fund Budget to Actuals (1).pdf

# **YAVAPAI COLLEGE**

## **FINANCIAL UPDATE**

November 2019

### **FY2018-2019 Close and Audit**

- The year-end close for FY2018-19 was done in November 2019.
- The auditors began their field work on October 14, 2019. The audit report (Comprehensive Annual Financial Report) was issued in mid-December 2019 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 FY2018-19 will be presented to the Board in February 2020.

### **FY 2019-2020 Budget**

#### General Fund

- Total property taxes collected have historically, on average, been approximately .4% less than the levy. We expect this trend to continue.
- Tuition and fees is projected to come in close to budget for the fiscal year based upon a slight increase in fall 2019 enrollments.
- State appropriations will exceed the budget because of an additional \$1,761,300 of appropriation granted to the District by the State, subsequent to the Board approving the budget. The additional appropriation will be used to fund non-recurring expenses.

#### Auxiliary Fund

- The Auxiliary Fund is comprised of Auxiliary Enterprises primarily intended to furnish services to students, staff and the public. The majority of the District's Auxiliary Enterprises exist 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 the Bookstore, Food Services, and Housing. The remaining Auxiliary Enterprises 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. An example is 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. As the District manages this subsidy it strives to offer these DGB-End-driven services with the charging of reasonable prices.

- 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 Capital Improvement Projects (CIP) being encumbered for the fiscal year. The supporting revenues to cover this deficit will be received over the remaining fiscal year.

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

**For the Five Months Ended November 30, 2019  
Fiscal Year 2019-2020**

**District Governing Board**

**Fiscal Year 2019-20 Budget:**

**\$ 174,800**

		<b><u>Year-to-Date</u></b>	<b><u>Encumbered</u></b>	<b><u>Total</u></b>	
	<b><u>Purpose</u></b>	<b><u>Expenditures</u></b>	<b><u>Obligations</u></b>	<b><u>Expenditures/ Encumbrances</u></b>	
<b>EXPENDITURES (note 1):</b>					
Salary Expenses	Staff Support	\$ 20,709	\$ 22,094	\$ 42,803	
AJ Crabill	Consulting & Facilitation	9,362	-	9,362	
Association of Community College Trustees	Membership & Conference Fees	6,928	-	6,928	
Deborah McCasland	Travel	2,602	-	2,602	
Govern for Impact	Membership & Conference Fees	3,190	-	3,190	
HF Group LLC	Binding	140	-	140	
Lisa Rhine	Travel	2,375	-	2,375	
Osborn Maledon PA	Legal Counsel	15,016	6,234	21,250	
Ourboardroom Technologies	Software Maintenance	5,750	5,750	11,500	
Paul Chevalier	Travel	329	-	329	
Ray Sigafoos	Travel	2,891	-	2,891	
Sodexo Inc.	Food Supplies	1,396	4,604	6,000	
Steve Irwin	Travel	2,722	-	2,722	
Supplies/Other	Various Vendors	630	-	630	
The Governance Coach	Consulting	653	-	653	
VVTV	Board Meeting Broadcast	500	-	500	
YC Printing Services	Printing	1,630	-	1,630	
				<u>115,505</u>	
<b>Remaining Budget - November 30, 2019</b>					<b><u>\$ 59,295</u></b>

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





**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT**

**GENERAL FUND - EXPENDITURES BY ACCOUNT**

**For the Five Months Ended November 30, 2019**

**Fiscal Year 2019-2020**

<u>Expenditures By Account</u>	<u>Year to Date (As of 11/30/19)</u>	<u>Prior Year (As of 11/30/18)</u>	<u>Percent Change</u>
Salary and Benefits	\$ 16,094,301	\$ 15,624,846	3.0%
Maintenance Contracts - Software	928,227	945,889	-1.9%
Electricity	515,468	551,359	-6.5%
Contractual Services - Other	434,104	248,882	74.4% <b>1</b>
Scholarship Expense	384,550	391,688	-1.8%
Liability Insurance	340,488	346,724	-1.8%
Supplies - Software/Licenses	248,873	225,078	10.6%
Supplies - General	169,124	166,809	1.4%
Water/Sewage/Garbage	153,303	148,842	3.0%
Other	1,501,404	1,421,332	5.6%
	<u>\$ 20,769,842</u>	<u>\$ 20,071,449</u>	<u>3.5%</u>

**1** - Contractual Services increased by 74.4% due to two new consulting engagements that did not exist the prior year. They are as follows:

- Insidetrack Inc. was contracted with to improve student enrollment, persistence, graduation rate and to provide training to YC staff.
- The Arbinger Institute was contracted to provide outward mindset training to all employees to improve collaboration, employee engagement and accountability.

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT**

**REPORT OF REVENUES AND EXPENDITURES**

**For the Five Months Ended November 30, 2019 - 41.7% of the Fiscal Year Complete**

**Fiscal Year 2019-2020**

**RESTRICTED FUND**

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
<b>REVENUES:</b>					
Federal Grants and Contracts	\$ 4,431,949		\$ 4,431,949	\$ 11,150,000	39.7%
State Grants and Contracts	76,704		76,704	240,500	31.9%
Private Gifts, Grants and Contracts	435,593		435,593	945,400	46.1%
Proposition 301 Funds	420,461		420,461	760,000	55.3%
State Appropriation - STEM Workforce	351,550		351,550	703,100	50.0%
Fund Balance Applied to Budget	37,500		37,500	90,000	41.7%
Reimbursement Due	-		-	N/A	N/A
<b>TOTAL REVENUES</b>	<b>5,753,757</b>		<b>5,753,757</b>	<b>13,889,000</b>	<b>41.4%</b>

	<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>
<b>EXPENDITURES (Note 1):</b>						
Instruction	\$ 509,943	\$ 463,518	\$ 358,302	\$ 615,159	\$ 2,842,100	21.6%
Student Services	615,845	390,325	390,325	615,845	1,505,100	40.9%
Scholarships	3,900,882	-	-	3,900,882	9,383,100	41.6%
Public Service	80,194	46,053	46,053	80,194	158,700	50.5%
<b>TOTAL EXPENDITURES</b>	<b>5,106,864</b>	<b>899,896</b>	<b>794,680</b>	<b>5,212,080</b>	<b>13,889,000</b>	<b>37.5%</b>
<b>SURPLUS/(DEFICIT)</b>				<b>\$ 541,677</b>		

**COMMENTS:**

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

Second quarter STEM Workforce appropriation was received in October 2019.

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

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT**

**REPORT OF REVENUES AND EXPENDITURES**

**For the Five Months Ended November 30, 2019 - 41.7% of the Fiscal Year Complete**

**Fiscal Year 2019-2020**

**AUXILIARY FUND**

	<b>Budgeted Revenues</b>	<b>Budgeted Expenses</b>	<b>Budgeted Surplus/ (Deficit)</b>	<b>Actual Revenues</b>	<b>Actual Expenditures and Non-Labor Encumbrances</b>	<b>Year-to-date Surplus/ (Deficit)</b>
<b>AUXILIARY ENTERPRISES</b>						
Residence Halls and Summer Conferences	\$ 1,298,900	\$ 383,400	\$ 915,500	\$ 1,142,219	\$ 201,477	\$ 940,742
Transfer To Debt Fund to Pay Revenue Bonds	(403,900)	-	(403,900)	(134,633)	-	(134,633)
Subtotal - Residence Halls and Summer Conferences	895,000	383,400	511,600	1,007,586	201,477	806,109
Bookstore Rental and Commissions	165,000	-	165,000	63,266	-	63,266
Food Service & Vending	63,000	218,000	(155,000)	40,119	63,306	(23,187)
Edventures	75,000	100,400	(25,400)	53,517	66,213	(12,696)
Winery - Tasting Room	175,000	308,900	(133,900)	88,438	135,259	(46,821)
Family Enrichment Center	592,200	722,700	(130,500)	238,954	346,017	(107,063)
Community Events	698,000	949,000	(251,000)	374,850	544,204	(169,354)
Musical Productions	170,000	174,600	(4,600)	216,638	227,493	(10,855)
SBDC (Federal Grant Match Requirement)	-	94,700	(94,700)	25	47,446	(47,421)
Yavapai College Foundation	375,200	375,200	-	168,700	169,263	(563)
Other Auxiliary Enterprises	157,600	118,300	39,300	77,422	114,037	(36,615)
Fund Balance Applied to Budget	100,000	-	100,000	33,333	-	33,333
General Fund Transfer In	1,170,000	-	1,170,000	390,000	-	390,000
Contingency	-	100,000	(100,000)	-	-	-
Facilities & Administrative Allocation	-	1,090,800	(1,090,800)	-	363,600	(363,600)
	<b>4,636,000</b>	<b>4,636,000</b>	<b>-</b>	<b>2,752,848</b>	<b>2,278,315</b>	<b>474,533</b>

**Comments:**  
Residence Halls and Summer Conferences revenues are above budget due to Spring 2020 semester room revenues being recorded. This will even out over the next few months.

The Budget currently has a surplus of \$474,533.

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

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT**

**REPORT OF REVENUES AND EXPENDITURES**

**For the Five Months Ended November 30, 2019 - 41.7% of the Fiscal Year Complete**

**Fiscal Year 2019-2020**

**UNEXPENDED PLANT FUND**

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
<b>REVENUES:</b>					
Primary Property Taxes	\$ 3,568,635		\$ 3,568,635	\$ 8,590,500	41.5%
Primary Property Taxes - Contingency	-		-	(45,000)	0.0%
Investment Income	56,894		56,894	90,000	63.2%
Other	1,972		1,972	30,000	6.6%
Fund Balance Applied to Budget	934,800		934,800	934,800	100.0%
General Fund Transfer In	3,800,000		3,800,000	3,800,000	100.0%
<b>TOTAL REVENUES</b>	<b>8,362,301</b>		<b>8,362,301</b>	<b>13,400,300</b>	<b>62.4%</b>

	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>
<b>EXPENDITURES (Note 1):</b>						
Preventative Maintenance	\$ 756,824	\$ 868,923	\$ -	\$ 1,625,747	\$ 3,974,000	40.9%
Unplanned Maintenance	95,280	58,482	-	153,762	262,500	58.6%
Capital Improvement Projects	1,436,948	4,381,877	-	5,818,825	5,237,700	111.1%
Equipment	691,872	506,369	-	1,198,241	3,307,400	36.2%
Furniture and Fixtures	138,729	29,369	-	168,098	257,500	5.1%
Library Books	32,496	45,428	-	77,924	98,700	30.3%
Operating Contingency	-	-	-	-	262,500	0.0%
<b>TOTAL EXPENDITURES</b>	<b>3,152,149</b>	<b>5,890,448</b>	<b>-</b>	<b>9,042,597</b>	<b>13,400,300</b>	<b>67.5%</b>
<b>SURPLUS/(DEFICIT)</b>				<b>(680,296)</b>	<b>-</b>	

**COMMENTS:**

The Budget currently has a deficit of \$680,296 as a result of the majority of Capital Improvement 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 :** 1:26 PM

**Item No :** 13

**Proposed By :** Ray Sigafoos

**Time Req :** 7

**Proposed :** 12/10/2019

**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 Intergovernmental Agreement Between the City of Prescott and Yavapai College for a NARTA Academy Sergeant - RECEIPT, DISCUSSION AND/OR DECISION.

**Details :** For consideration of approval of the Intergovernmental Agreement between the City of Prescott and Yavapai College, to have a sergeant assigned to supervise the Northern Arizona Regional Training Academy at the college. The term of this agreement is for 12 months, starting December 30, 2019 to December 31, 2020.

**Attachments :**

Title	Created	Filename
NARTA IGA	Dec 15, 2019	12-12-19 Signed NARTA IGA.pdf

**City of Prescott Contract No. 2019-115**

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

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

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 COMMUNITY COLLEGE 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 parties understand the College will receive full reimbursement of said salary and benefits of said officer from the Arizona Peace Officer Standards Training Board (AZPOST); 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 January 1, 2020 through December 31, 2021, unless sooner terminated as set forth in Section 5 herein. This Agreement may renew for a one (1) additional twelve (12) month period upon amendment signed and agreed upon by both parties. The City may renew this IGA administratively, and not have to go back to the City Council for approval of said renewal.

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.

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 a Program Coordinator to liaise with the Sergeant to ensure that the NARTA program is carried out effectively and efficiently.
- (e) invoice the NARTA board on behalf of expenses incurred for the annual operating costs of NARTA, to be reimbursed through AZPOST, recruit's sponsoring agency, or a combination of both.

Section 4. BUDGETING AND FINANCING. The cost of the actual annual salary and benefits of the Sergeant shall be divided into 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 based on 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 the term of this IGA, the full monthly costs of salary and benefits for a sergeant based at an annual rate of \$102,158.80. The annual rate 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:

College: Procurement & Contract Services, Yavapai College  
1100 E. Sheldon Street  
Prescott, Arizona 86301

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)

ATTEST:

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Maureen Scott, 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.

---

Jon M. Paladini, City Attorney

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

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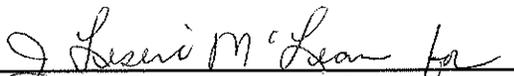
Mr. Raymond Sigafos, District Governing Board Chair

ATTEST:

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Yvonne Sandoval, Executive Assistant

The foregoing Intergovernmental Agreement has been submitted to me as Attorney for Yavapai College 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 College under the laws of the State of Arizona.

  
C. Benson Hufford, Attorney for College

ATTEST:

\_\_\_\_\_  
Maureen Scott, 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.

\_\_\_\_\_  
Jon M. Paladini, City Attorney

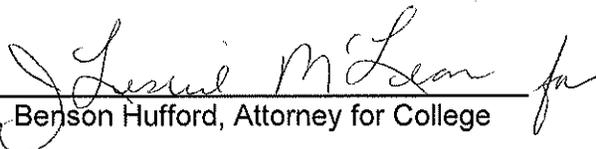
**YAVAPAI COLLEGE**, a community college district of the  
State of Arizona, (College)

\_\_\_\_\_  
Mr. Raymond Sigafoos, District Governing Board Chair

ATTEST:

\_\_\_\_\_  
Yvonne Sandoval, Executive Assistant

The foregoing Intergovernmental Agreement has been submitted to me as Attorney for Yavapai College 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 College under the laws of the State of Arizona.

  
\_\_\_\_\_  
C. Benson Hufford, Attorney for College

**Presenter :** Ray Sigafoos

**Start Time :** 1:33 PM

**Item No :** 14

**Proposed By :** Ray Sigafoos

**Time Req :** 7

**Proposed :** 12/10/2019

**Item Type :** Consent Item

Policy No.	Description	Ref No
3.4.3.4	<p>The Board shall use a Consent Agenda to comply with its legal and contractual obligations on matters which it has otherwise delegated to the President and to enable efficient decision making.</p> <p>Therefore, the Consent Agenda will be used to:</p> <ul style="list-style-type: none"><li>a) Deal with items which the Board has delegated but is required to review or receive by relevant law or contract; and</li><li>b) To escalate the processing of Board decisions which the Chair believes the Board may not need further deliberation.</li></ul>	560679

**Description :** For Consideration of Approval of Ash Fork Joint USD #31 to have Concurrent Enrollment Intergovernmental Agreements with Yavapai Community College - RECEIPT, DISCUSSION, AND/OR DECISION.

**Details :** The attached Intergovernmental Agreement (IGA's) will enable Yavapai College to provide concurrent course enrollment from January 21, 2020 through June 30, 2024. This IGA enables Yavapai College to offer college level courses that may be counted towards both high school and college graduation credit requirements.

**Attachments :**

Title	Created	Filename
Ash Fort Joint USD - Concurrent Enrollement	Dec 15, 2019	IGA - Ash Fork Concurrent Enroll x06-30-24.pdf

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
SCHOOL DISTRICT**

This Intergovernmental Agreement ("Agreement") is entered into between Yavapai County Community College District ("College"), and School District ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 11-952, A.R.S. § 15-701.01(F) and § 15-1444(B)(4).

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

For the purpose of the Agreement, "Concurrent Enrollment Course" means a college-level course that is applicable to an established community college academic degree or certificate program and that is applicable to high school graduation requirements.

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

1. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it ("Effective Date").

B. The term of this Agreement shall be from the Effective Date through June 30, 2024 ("Term").

**4. OBLIGATIONS OF COLLEGE**

#### **4.1 General Course Requirements**

- A. College will offer Concurrent Enrollment Courses to School District students who meet College's prerequisites. Concurrent Enrollment Courses pursuant to this Agreement are inclusive of all of College's currently offered courses.
- B. Students enrolled in Concurrent Enrollment Courses shall be admitted to College for college level credit under the College's current procedures for admission of students to College. For students under the age of 18, the College's admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.
- C. College retains the right to refuse admission to and remove a student from Concurrent Enrollment Courses in accordance with College policy.
- D. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*
- E. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. School District will provide College with the State Student ID number for each student as provided in Section 5.1(C).

#### **4.2 Assessment and Monitoring**

- A. Except for vocational and occupational Concurrent Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Concurrent Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Concurrent Enrollment Courses.
- B. College will designate a liaison officer to assist with concurrent enrollment activities and to meet with the liaison designated by School District as necessary to review Concurrent Enrollment Course selection and School District's high school scope and sequence, and to review and amend the course selections as necessary.

#### **4.3 Policy and Procedure**

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

#### **4.4 Students with Disabilities**

A. After notification from School District of a student's need, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. College shall work with School District in determining appropriate accommodations or special education services; however, School District shall be responsible for ensuring that the student receives a free appropriate public education ("FAPE") in conformity with his or her 504 Plan or individualized education program ("IEP"), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

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

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

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

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

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

C. For each student enrolling in a Concurrent Enrollment Course, School District will enroll the student using the student's State Student ID number and provide that number to College.

#### **5.2 Assessment and Monitoring**

School District will designate a liaison officer to assist with concurrent enrollment activities and to meet with the College designated liaison as necessary to review Concurrent Enrollment Course selection and School District's high school scope and sequence to review and amend the course selections as necessary.

#### **5.3 Policy and Procedure**

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

1. has completed the necessary College admissions and registration process;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course and should act appropriately; and
5. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.

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

#### **5.4 Students with Disabilities**

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

## **6. MUTUAL AGREEMENTS**

### **6.1 Students**

Each student enrolled in a Concurrent Enrollment Course, even though enrolled as a College student during the term of the Concurrent Enrollment Course, shall remain a student of School

District and shall follow the schedule and calendar of classes applicable for Concurrent Enrollment Courses, as established by School District and approved by College.

## **6.2 Removal from Course**

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

## **6.3 Guidelines**

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

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

### **7.1 Fees**

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

### **7.2 Supplies**

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

### **7.3 Tuition**

A. The School District shall be responsible for payment of tuition to College, as specified in Exhibit A.

B. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the type of courses and the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of 19 years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

### **7.4 Billing Format**

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit A.

**8. RECORDS**

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

**9. CONFIDENTIALITY**

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

**10. TERMINATION/DISPOSITION OF PROPERTY**

**10.1 Termination**

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

**10.2 No Relief from Obligations**

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

**10.3 Disposition of Property**

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

**11. RESPONSIBILITY**

**11.1 Conduct of Operations**

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

## **11.2 Indemnification**

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

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

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

## **13. NON-ASSIGNABILITY**

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

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

To the extent applicable, the Parties shall comply with all College non-discrimination policies and all state and federal non-discrimination laws and regulations, including Executive Order 2009-09.

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

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

## **16. ENTIRE AGREEMENT**

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

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

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

## **18. GOVERNING LAW**

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

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

**19. NOTICE**

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

If to College:  
Yavapai College  
Attn: Procurement & Contract Services  
1100 E. Sheldon Street  
Prescott, AZ 86301

---

If to School District:

IN WITNESS WHEREOF, the Parties hereto agree to execute this agreement

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT      SCHOOL DISTRICT

\_\_\_\_\_  
By: Mr. Raymond Sigafoos  
Title: District Governing Board Chair

*Mike Wilson*  
\_\_\_\_\_  
By: Mike Wilson  
Title: Governing Board President

\_\_\_\_\_  
Date

*11/14/19*  
\_\_\_\_\_  
Date

**REVIEWED AND APPROVED AS TO FORM**

Pursuant to A.R.S. §11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.

 For Ben Hufferd

By: SAVANNA KELLY FOR BEN HUFFERD  
Title: ATTORNEY  
Counsel for Yavapai County Community  
College District  
Dated: 11/27/19

By: NATHAN D. SCHOTT  
Title: ATTORNEY  
Counsel for ASH CREEK School  
District  
Dated: 10/28/2019

**EXHIBIT A**

**FINANCIAL PROVISIONS**

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

**1. INSTRUCTORS**

Instructors shall be provided by and paid for by College.

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

**TUITION:**

College tuition in Concurrent Enrollment classes varies based on discipline for in-state students. The tuition rates range from ninety-one to two hundred Dollars (\$91 to \$200) per credit hour for each in-state student. College tuition also varies for out-of-state students based on discipline and the number of credit hours in which the student is enrolled. The tuition rates range from one hundred thirty-seven to four hundred seventy-five Dollars (\$137 to \$475) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status. (see <https://www.vc.edu/v5content/academics/tuition-fees.htm> for specific information about tuition rates).

**3. ADDITIONAL FEES AND/OR COSTS:**

School District is responsible for payment of any fee or cost.

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

School District is responsible for payment of costs to the College.

For tuition and fee/cost payments required to be made by the School District to the College, School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and

**5. FINANCIAL AID**

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

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

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

Payments to be sent to the College:  
Yavapai College  
Attn: Accounting Manager  
1100 E. Sheldon Street  
Prescott, AZ 86301

Invoices to be sent to the School District:  
Ash Fork Joint Unified School District #31  
Attn: Superintendent's Office  
P.O. Box 247  
Ash Fork, AZ 86320  
*Satkinson@afjUSD.org*

**Presenter :** Ray Sigafoos

**Start Time :** 1:40 PM

**Item No :** 15

**Proposed By :** Ray Sigafoos

**Time Req :** 0

**Proposed :** 12/7/2019

**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 :** 1:40 PM

**Item No :** 16

**Proposed By :** Ray Sigafoos

**Time Req :** 10

**Proposed :** 12/7/2019

**Item Type :** Information Item

Policy No.	Description	Ref No
2.8	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:	764197

**Description :** Information from the President to Include: Convocation; All Arizona Academic Team; Budget to Actual Monthly Report; Cash Reserves Monthly Report; Facilities Management News; College Highlights; and Other Related Information - INFORMATION AND/OR DISCUSSION

**Details :** Dr. Lisa Rhine, will report on the following topics with discussion from the Board:

- Spring 2020 Convocation -
- All Arizona Academic Team 2019-Attached
- Budget to Actual Monthly Report - Attached
- Cash Reserves Monthly Report - Attached

These items can be on the YC website, on the DGB webpage, under the following link:

<https://www.yc.edu/v6/office-of-the-president/college-highlights.html>

- Facilities Management News - review online
- College Highlights - review online

**Attachments :**

Title	Created	Filename
Budget to Actual Monthly Report	Dec 20, 2019	Information from the President, Budget to Actual Monthly Rpt_Nov in Jan (1).pdf
Cash Reserves Monthly Report	Dec 20, 2019	Information from the President, Cash Reserves Monthly Rpt_Nov in Jan (1).pdf
All Arizona Academic Team	Jan 13, 2020	All Arizona Academic Team of Yavapia College.pdf

**Yavapai College  
Budget to Actual Status by Fund  
November 2019**

The President's Monthly report below provides a brief financial status of each of the District's five funds for the period July 1, 2019, through November 30, 2019.

Source: Monthly Revenue and Expenditure  
Financial Reports

General Fund



For the five months ended November 30, 2019, the General Fund has a surplus of \$2,511,400. This is primarily the result of tuition and fee revenues being recorded for the spring 2020 semester and an additional appropriation granted to the District by the State, subsequent to the Board approving the budget.

For the fiscal year ended June 30, 2020, General Fund revenues are projected to be over budget by \$1,761,300 due to an additional appropriation granted to the College by the State, subsequent to the Board approving the budget. The additional appropriation will be used to fund non-recurring expenses.

Auxiliary Fund



For the five months ended November 30, 2019, the Auxiliary Fund has a modest surplus primarily due to residence hall income being recorded for the spring 2020 semester. This will even out over the next few months.

For the fiscal year ended June 30, 2020, the Auxiliary Fund is projected to be within budget.

Unexpended Plant Fund



For the five months ended November 30, 2019, the Unexpended Plant Fund has a deficit of \$680,300 due to a significant amount of Capital Improvement Projects (CIP) being encumbered for the fiscal year. The supporting revenues to cover this deficit will be received over the remaining fiscal year.

For the fiscal year ended June 30, 2020, the Unexpended Plant Fund is projected to be within budget.

## Restricted Fund



The Restricted Fund, which accounts for federal, state and private monies, includes expenditures that are restricted to the amount of grants or gifts received and which do not exceed the grant award or gift received. Restricted Funds are primarily driven by federal financial aid which will fluctuate depending on the financial needs of our students. As of November 30, 2019, the Restricted Fund has a modest surplus and is expected to be below budget for the fiscal year.

## Debt Service Fund

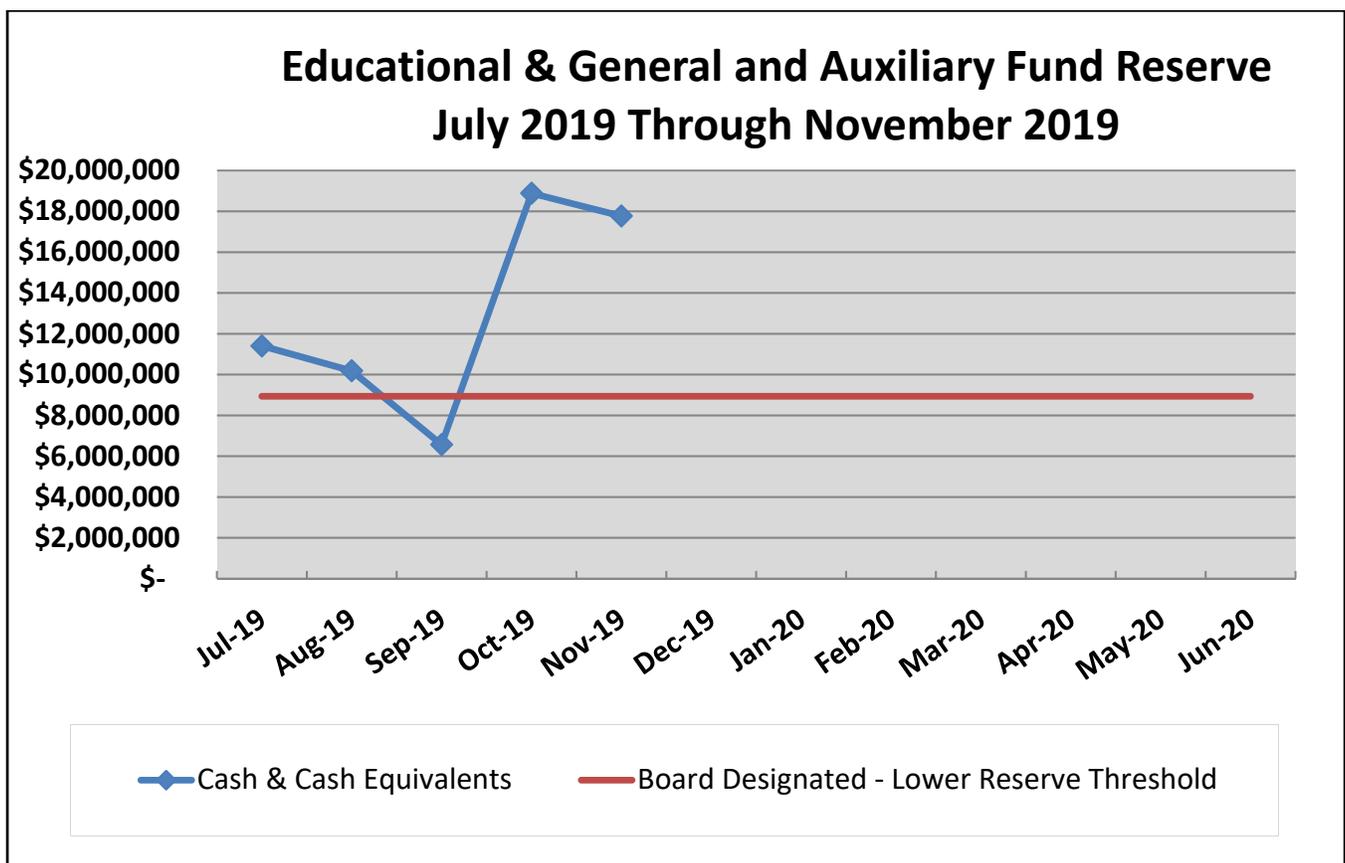


The Debt Service Fund accounts for the monies used to pay the interest and principal on the District's long-term bonds. College debt is at fixed rates of interest—for the five months ended November 30, 2019, there were no variances from budget.

## Yavapai College Cash Reserves November 2019

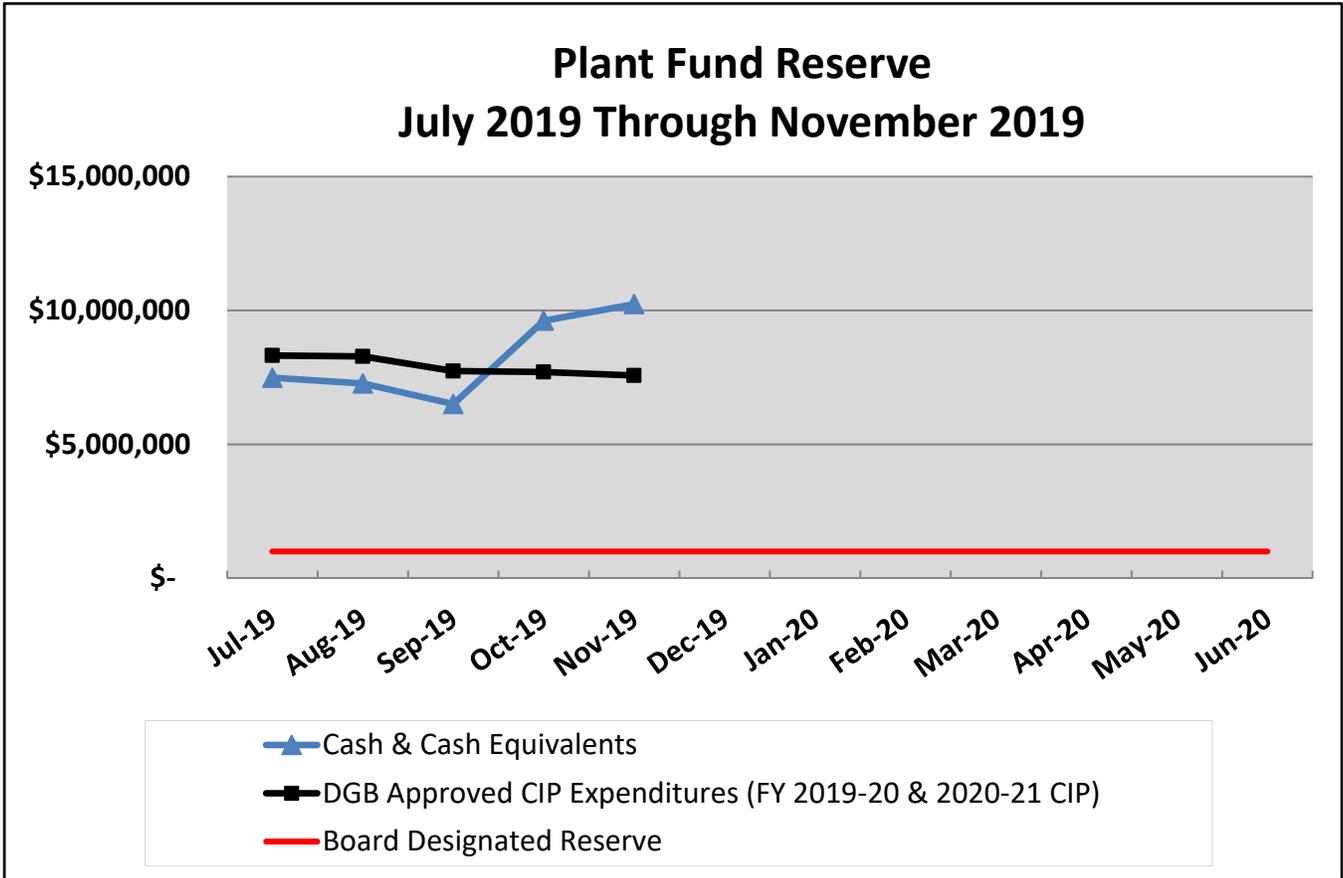
The President's monthly report on cash reserves below displays the District's reserves from July 1, 2019, through November 30, 2019, in relation to the District Governing Board's (DGB) reserve requirements.

Source: Banner Finance



Current Fund Reserves shall not drop below seventeen percent (17%) of the operating budgets.

For the period July 1, 2019, through November 30, 2019, Current Fund reserves have been in compliance with the DGB's reserve requirements with the exception of September when Reserves temporarily dropped below the DGB's reserve requirements. This dip generally occurs two times per year, September and March, during the months preceding the collection of property taxes by the county.



Plant Fund Reserves shall not drop below \$1 million.

For the period July 1, 2019, through November 30, 2019, Plant Fund reserves have exceeded the DGB's \$1,000,000 designated reserve and are currently above the amount of monies needed to cover the next nineteen months of CIP that have been approved by the DGB.



# All Arizona Academic Team of Yavapia College

**Presenter :** Ray Sigafoos

**Start Time :** 1:50 PM

**Item No :** 17

**Proposed By :** Ray Sigafoos

**Time Req :** 15

**Proposed :** 12/7/2019

**Item Type :** Information Item

Policy No.	Description	Ref No
2.8	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:	764197

**Description :** Update from Instruction and Student Development to Include: Faculty Senate - INFORMATION AND/OR DISCUSSION

**Details :** Dr. Diane Ryan, Interim Vice President for Instruction and Strategic Initiatives will present an update on the following:

- Faculty Senate Update - Dr. Jennifer Jacobson, Faculty Senate President.
- Marie Hardman, Chair of the Peer Faculty Mentor Committee

**Attachments :**

Title	Created	Filename
Peer Faculty Mentor Oversight Committee	Jan 13, 2020	Peer Faculty Mentor Oversight Committee.pdf



# Peer Faculty Mentor Oversight Committee

CHAIR: MARIE HARDMAN

# YC Peer Faculty Mentor Process

- ▶ Provide effective mechanism for the successful movement of faculty from hiring to continuing contract status.
- ▶ Offer collegial support, advice and guidance
- ▶ Consists of both mentoring and evaluative components
- ▶ The Mentor Team consists of three members, including two continuing contract faculty and the division dean or supervisor.

# Peer Mentor Teams 2017-2020

<b>Provisional Faculty</b>	<b>Mentor Team Chair</b>	<b>Mentor Team</b>
<b>Barbara Durham</b>	Lauren McCrea	Jennifer Ritter
<b>Rebecca (Becky) Brulet</b>	Mark Muchna	Paul Evans
<b>Theodore (Ted) Archer</b>	Jerrad Smith	Gino Romeo
<b>Kathie Peterson</b>	Mark Woolsey	Amber Davies-Sloan
<b>Jennifer Riley</b>	Lindsay Henning	Terry Lovell

# Peer Mentor Teams 2018-2021

Provisional Faculty	Mentor Team Chair	Mentor Team
<b>Tom English</b>	Robert Smith	Stephen Doyle
<b>Arron Rotteger</b>	Robert Smith	Justin Brereton
<b>Bryan Smith</b>	Josh Schmidt	Jennifer Ritter
<b>Lauren Kookan</b>	Ashley Picard	Jennie Jacobson
<b>Elizabeth Franco</b>	Marie Hardman	Stephanie Scovill
<b>William Swenson</b>	Keith Haynes	David Gorman

Provisional Faculty	Mentor Team Chair	Mentor Team
<b>Nicole Dean</b>	Brandelyn Andres	Jill Fitzgerald
<b>Sandi Van Lieu</b>	Amber-Davies Sloan	Keith Haynes
<b>Karen Palmer</b>	Beth Beecham	Tina Luffman
<b>Matthew Sanderlin</b>	Ed Bushman	Nichole Stubbe
<b>Andrew Winters</b>	Al Garbagnati	Laraine Herring
<b>Ruth Alsobrook-Hurich</b>	Nichole Stubbe	Michael Davis

# Peer Mentor Teams 2019-2022

Provisional Faculty	Mentor Team Chair	Mentor Team
<b>Michael Hughes</b>	Selina Bliss	Kara Giannetto
<b>Nicole Chun</b>	Stephanie Scovill	Gino Romeo
<b>Debra Pendergast</b>	Stephanie Scovill	Michael Davis
<b>Crystal McCarthy</b>	Stephanie Scovill	Amy Stein
<b>Rachel Whisenand</b>	Stephanie Scovill	Steve Rollins
<b>Katie Pinard</b>	Jennifer Ritter	Jon Freriks

Provisional Faculty	Mentor Team Chair	Mentor Team
<b>Deborah Hughes</b>	Ed Bushman	Rose Marie Thieme
<b>Kris Waid-Jones</b>	Brandelyn Andres	Al Garbagnati
<b>Bryan Robertson</b>	Lauren McCrea	Suzanne Waldenberger
<b>Lauri Dreher</b>	Vikki Bentz	Laura Bloomenstein
<b>Joshua Harper</b>	Christopher Tenney	Marie Hardman
<b>George Carpenter</b>	Paul Evans	Mark Muchna
<b>Jason Ebersole</b>	Steve Rollins	Shane Gibson

# Temporary Faculty Mentor Process

- ▶ New as of December 2019
- ▶ Begins August 2020
- ▶ Option for Temporary Faculty (one year contract) to be part of the mentor process
- ▶ Mentor Process is for one year
- ▶ Will count toward first year of three year process if temporary faculty are offered continuing contract in the future



### 2.4.3.1 Personnel Transitions & Competent Operations

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

#### MOTION OPTIONS:

##### 1. If Board intends to accept Monitoring Report:

We have read the President's Monitoring Report regarding Policy 2.4 and its sub-policies, 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 and its sub-policies.

##### 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 its sub-policies 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 and its sub-policies. I move that the President provide the Board with a new Monitoring Report for Policy 2.4 and its sub-policies [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 2.4 and its sub-policies 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 and its sub-policies. I move that the President provide the Board with a new Monitoring Report for Policy 2.4 and its sub-policies [at the X board meeting] [within X amount months] that provides sufficient evidence to support the conclusion of compliance.

#### Attachments :

Title	Created	Filename
2.4 Planning Report	Jan 06, 2020	Policy 2.4 Report 1219r1.pdf
2.4 Compilation 2020	Jan 14, 2020	2.4 Worksheet Planning Long Version-Compilation.pdf

**Monitoring Report**  
**Executive Limitations 2.4 – Planning**  
**January 2020**

**Executive Limitations 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 long-term ability of the College to achieve Ends.

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

**2.4.1 Multi-Year Strategy**

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

**2.4.2 Situational Planning**

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

**2.4.3 Planning for Fiscal & Organizational Capability**

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 Personnel Transitions & Competent Operations**

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

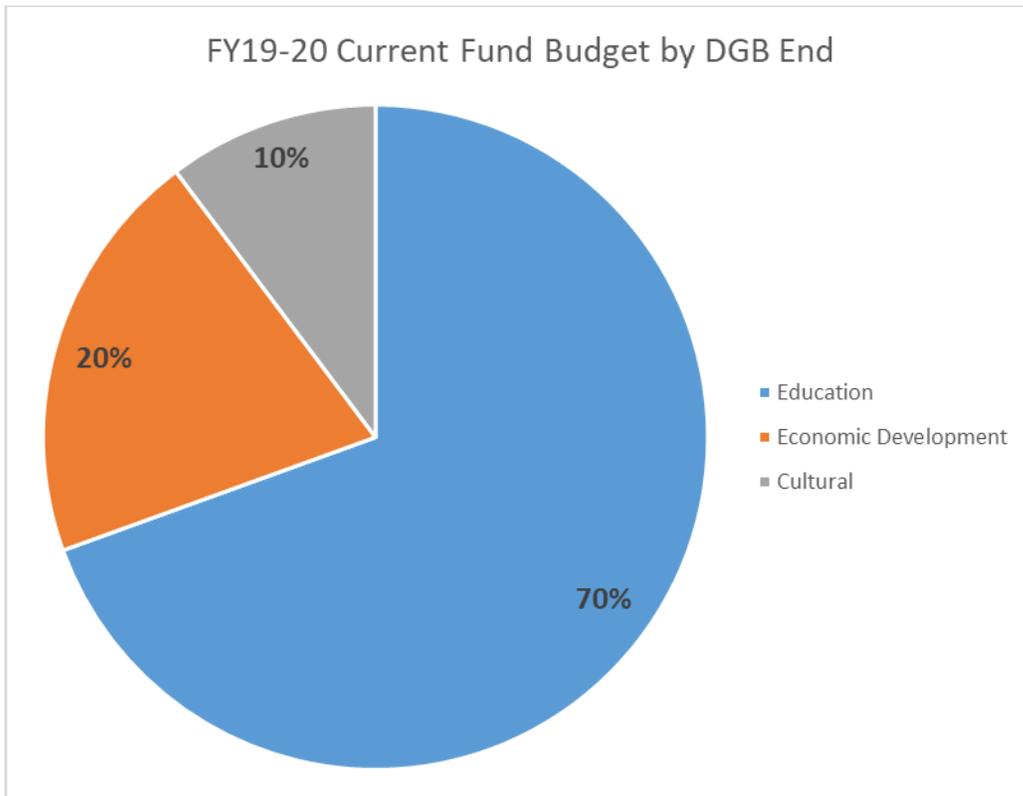
**President’s Interpretation:**

Given the pace of change, the College reviews and revises its Strategic Plan annually, in order to create a rolling three year plan that addresses the current environment. The current strategic plan supports the Board’s Ends. It serves as the guiding document for the development of the annual College budget for Board approval. The College’s budget adheres to the Financial Conditions and Activities as outlined in 2.5 of Executive Limitations. As staff leadership is essential to the successful implementation of the Strategic Plan, each supervisor is evaluated for the professional development of his/her subordinates so that successful succession is part of planning.

**Supporting Evidence:**

**Resource Allocation that aligns with the Board’s Ends priorities**

The following is an estimate of how the College Education & General Fund Budget allocates expenses to the Board’s Ends of Education, Economic Development, or Cultural Enrichment. In the case where a department supports two ends, the budget was typically split evenly.



**Multi-Year Strategic Plan**

Yavapai College maintains an integrated strategic planning process that links academic, technology, and campus master planning to inform budget decisions which support the long term achievement of the Ends. The College created its current Strategic Plan in FY2014-15 ([2015 2020 Strategic Plan](#)).

The Strategic Plan consists of 5 broad Initiatives designed to move the College towards its Ends over the long term. The Initiatives include Student Success, Economic Responsiveness, Engaged Community, Organizational Development, and Fiscal Stewardship. For each Initiative, the College has created one or more Goals, each with one or more Strategies of how to achieve that Initiative. Key Performance Measures were established for each Initiative to assess whether the Strategy was effective. If not, new Strategies would be created. YC annually updates progress on the College’s Initiatives and Strategies (<https://www.yc.edu/v6/strategic-planning/docs/2018-2019-strategic-planning-year-end-report-final.pdf>).

Though the Strategic Plan was scheduled to expire in FY20, the President’s Cabinet approved extending the current Strategic Plan through FY23. Given the timing of the Presidential transition, this extension provides an opportunity for the College to comprehensively update the Strategic Plan in FY21, with meaningful input from its new President. In the meantime, new Strategies continue to be added as needed to achieve Key Performance Measures. Every year, the College highlights which Strategies will be focused on (<https://www.yc.edu/v6/strategic-planning/docs/2019-2020-strategic-action-priorities.pdf>).

**Situational Financial Planning**

As outlined in Monitoring Report 2.5, the College has adopted a variety of financial planning best practices to limit risks including transparency, annual benchmarking exercises, monthly financial reports, healthy contingencies and reserves, conservative budget assumptions, etc.

For example, the Vice President of Finance & Administrative Services systematically presents a series of budget-related information to the Board as is documented on our College's budget website. [Yavapai College Budget](#).

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

Yavapai College has received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for over 18 years in a row. The GFOA established the Certificate of Achievement for Excellence to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports that demonstrate transparency and full disclosure. It has also had unqualified audit opinions during that same timeframe.

#### Long Term Ability to Achieve Ends

The College maintains an on-going cycle of environmental scanning as method to anticipate future changes, and adjusts plans accordingly. (<https://www.yc.edu/v6/institutional-research/docs/environmental-scan-2019-2020-final-102019-r2.pdf>)

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

#### Organizational Capability and Transitions

As outlined in Monitoring Report 2.1.1, the College seeks to develop organizational capability through a variety of professional development activities including orientations, tuition waivers, internal training, external training, guest speakers at Convocations, sabbaticals, and conferences.

The College currently has an informal succession planning system. Through our organizational structure, Managers are exposed to the work of their Directors, and Faculty Chairs are exposed to the work of their Deans. For example, a common practice at the college is to appoint an employee to lead a department or division when the leader will be out of the office for an extended period of time, providing those employees an opportunity to learn by doing. Employees are further developed through opportunities to serve on a variety of College committees and operational project teams. Though it varies from year to year depending on the needs of the organization and the readiness of its employees, an average of 12 YC employees are promoted each year.

Formal transition plans are developed on an ad hoc basis for key positions once separation notice has been given. This often involves other College employees filling the role while a formal search is conducted. Another formal process is the "career ladder" practice where employees can go through specific training and take on additional responsibilities to earn a promotion into a higher level position that is needed by the College. So far, this has been piloted with hard-to-hire technical ITS positions, Student Development positions, and Human Resources positions.

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

**Presidential Monitoring Worksheet for Executive Limitations Policies**  
**Policy 2.4 and Sub-Policies – Planning**  
**January 2020**

This worksheet is to assist you in assessing the monitoring report, and expediting discussion at the Board meeting.

<b>Executive Limitation 2.4</b>	<p><b>Planning</b>  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 long-term ability of the College to achieve Ends.</p> <p>Further, without limiting the scope of the above statement by the following list, the President shall not:</p>	
Is the interpretation reasonable?	YES <b>3</b>	NO
Does the data show accomplishment of the interpretation?	YES <b>3</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES <b>3</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO <b>3</b>
Comments: <b>McCarver: Data clearly shows how allocations reflect the End Priorities set by the Board.</b>		
<b>Executive Limitation 2.4.1</b>	<p><b>Multi-Year Strategy</b>  Operate without a documented, multi-year strategy that can be expected to achieve a reasonable interpretation of the Ends.</p>	
Is the interpretation reasonable?	YES <b>4</b>	NO
Does the data show accomplishment of the interpretation?	YES <b>4</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES <b>4</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO <b>4</b>
Comments: <b>McCarver: Multi-year strategic plan is in place and actively updated.</b>		

<b>Executive Limitation 2.4.2</b>	<b>Situational Planning</b> Permit planning that risks any situation or donation described as unacceptable in the "Financial Condition and Activities" policy.		
Is the interpretation reasonable?		YES <b>4</b>	NO
Does the data show accomplishment of the interpretation?		YES <b>4</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?		YES <b>4</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?		YES	NO <b>4</b>
Comments:			
<b>Executive Limitation 2.4.3</b>	<b>Planning for Fiscal &amp; Organizational Capability</b> Permit planning that endangers the fiscal soundness of future years or ignores the building of organizational capability sufficient to achieve Ends in future years.		
Is the interpretation reasonable?		YES <b>4</b>	NO
Does the data show accomplishment of the interpretation?		YES <b>4</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?		YES <b>4</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?		YES	NO <b>4</b>
Comments:			
<b>Executive Limitation 2.4.3.1</b>	<b>Personnel Transitions &amp; Competent Operations</b> Operate without succession plans to facilitate smooth operations during key personnel transitions and ensure competent operations of the College over the long term.		
Is the interpretation reasonable?		YES <b>4</b>	NO
Does the data show accomplishment of the interpretation?		YES <b>4</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?		YES <b>4</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?		YES	NO <b>4</b>
Comments:			

**SHADED ITEMS** should be discussed at the meeting.

**Comments from the Coordinator:** Monitoring worksheets completed by the following Board members Chevalier, McCasland, McCarver and partially completed by Chairman Sigafoos.

**Presenter :** Ray Sigafoos

**Start Time :** 2:09 PM

**Item No :** 20

**Proposed By :** Ray Sigafoos

**Time Req :** 4

**Proposed :** 12/7/2019

**Item Type :** Monitoring & Decision

Policy No.	Description	Ref No
2.8	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:	764197

**Description :** Receipt of President's Monitoring Report - Executive Limitation 2.8 - Communication and Support to the Board - MONITORING, DISCUSSION, AND/OR DECISION

**Details :** 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 Information to the Board

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

##### 2.8.1.1 Timely Information & Criteria

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 Monitoring Data

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 Ends & Executive Limitations Non-Compliance

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 Incidental Information

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 Monthly Reports

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

##### 2.8.1.4.2 Absence of the President

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 Policy Compliance

Allow the Board Chair to be unaware that, in the President's opinion, the Board is not in compliance with its own policies on Governance 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 Board Administrative Support

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

#### MOTION OPTIONS:

##### 1. If Board intends to accept Monitoring Report:

We have read the President's Monitoring Report regarding Policy 2.8 and its sub-policies, 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 2.8 and its sub-policies.

##### 2. If Board intends to not accept Monitoring Report:

###### - If for Unreasonable Interpretation:

We have read the President's monitoring report regarding Policy 2.8 and its sub-policies 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 2.8 and its sub-policies. I move that the President provide the Board with a new Monitoring Report for Policy 2.8 and its sub-policies [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 2.8 and its sub-policies 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 2.8 and its sub-policies. I move that the President provide the Board with a new Monitoring Report for Policy 2.8 and its sub-policies [at the X board meeting] [within X amount months] that provides sufficient evidence to support the conclusion of compliance.

#### Attachments :

Title	Created	Filename
2.8 Report	Jan 06, 2020	2.8 Monitoring report R3 (003).pdf
2.8 Compilation 2020	Jan 14, 2020	2.8 Worksheet - Compilation.pdf

**Monitoring Report**  
**Executive Limitations 2.8-Communication and Support to the Board**  
**January 2020**

**Executive Limitations 2.8 Communication and Support to the Board:**

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

**President's Interpretation:**

The President is forthcoming with information that the Board needs to accomplish its work. The board is provided with relevant data, risk assessments, points of view and possible impacts on issues requiring their decision. Monitoring data is submitted to the Board on a timely basis and provides relevant data that demonstrates compliance. The President informs the Board of any non-compliance issues that may occur and of which she is aware outside of the Board's monitoring schedule. The President informs the Board of any issues or incidents that may be in the news, may result in legal actions or of publicly visible internal changes, including executive personnel. The Board is provided with monthly reports of budget deviations and reserves. The President notifies the board of her absence and who is designated to act in the President's place during that absence. The President employs personnel whose responsibilities, in part, are to support the administration of the Board and its activities and supports professional development of these personnel on Board governance models, practices and procedures.

**Supporting Evidence:**

To comply with Executive Limitations 2.8, the President's Office tracks all electronic communication to the District Governing Board logging information shared, requests, activities, and standard monthly Board business. From January 2019 to January 2020 the President and her staff corresponded via 840 electronic mail entries with Board members. The nature and/or topic of email entries are grouped into the following categories:

**President's Communication with the Board:**

On a regular basis the President interacts with the Board and that communication falls within one of the three categories:

**For Information Only** – Keeps the Board abreast of any college information, incidents and occurrences that are necessary to know about as they carry out their work

**Absence of the President** – Keeps the Board well informed when the President is absent from the college or otherwise unavailable.

**Board Administrative Support** – Response to Board's ongoing questions, concerns to immediate community and organizational matters.

**Administrational Staff's Communication with the Board:**

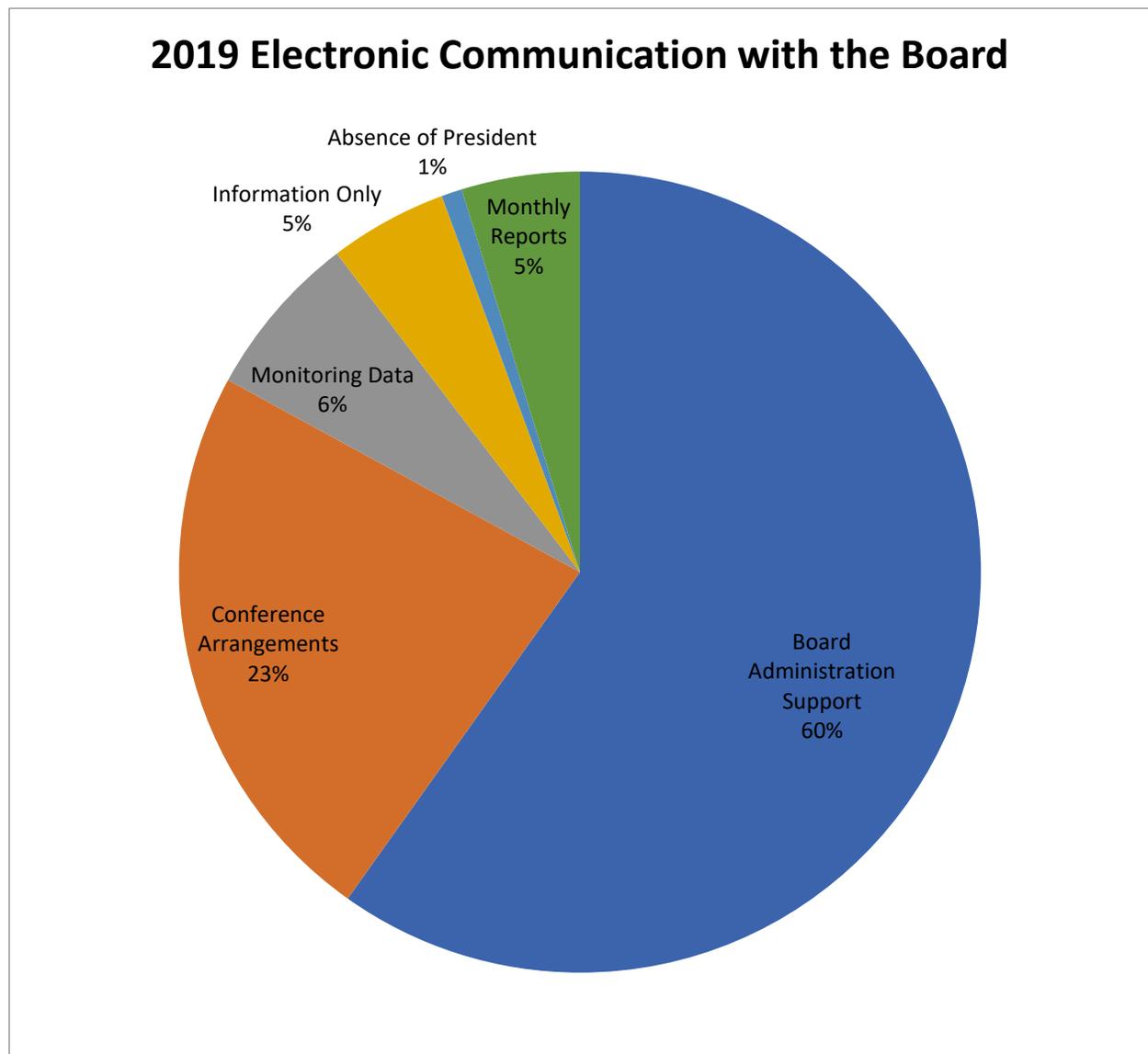
The President's staff routinely corresponds with the Board, using the established form of communication, on a variety of topics, requests, updates, and concerns. The three categories of emails the staff uses includes:

**Board Administrative Support** – This is the staff's responses to the Boards on-going business concerns, requests, and responses to immediate community and organizational matters.

**Monthly Reports** – The president’s staff sends Board members reports and documents via DGB Regular monthly meeting agendas, Retreat agendas, and Executive Session agendas.

**Monitoring Data** – During the months in which the Board is in session, the coordinator to the Board sends out the required monitoring report interpretations and data along with the monitoring report worksheets for the Board members to complete. Once the monitoring reports have been completed and send in, the coordinator reviews the completed worksheets to make sure all worksheet line items have been answered and all Board worksheets are accounted for. If anything is missing the coordinator will contact the Board member directly.

**Conference Arrangements** - Throughout the year both in and out of state conference registrations and travel arrangements are prepared and completed by the Board coordinator.



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

### 2.8.1 Information to the Board

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

#### Supporting Evidence

From the start of January 2019 to January 2020 the Board was given timely data and alerts pertaining to College interests in emails from the president *For Information Only*. Information was shared immediately upon the president being made aware of each incident or occurrence.

#### 2.8.1.1 Timely Information & Criteria

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.

#### Supporting Evidence

The Yavapai Combined Trust quarterly report, annual Environmental Scans, ongoing enrollment updates, tuition and scholarship proposals, the monthly College Highlights and Facilities Newsletter, along with re-organized monthly budget reports are all examples of hard data mined, organized and presented before the Board during monthly Regular Board meetings. Presentations and updates on completed and requested sabbaticals, the guest lecture series and all other extracurricular academic events are provided to the Board in Regular Board meetings by the Faculty Senate President. Student Development reports on scholastic awards and achievements through the organizations College Honors program, Student Leadership Council and Student Ambassador programs. Within this past year the President’s Office has organized a total of 4 Executive Sessions to keep the board well informed with different matters that the college is currently addressing.

#### 2.8.1.2 Monitoring Data

The president will not neglect to submit timely monitoring data including interpretations of Board policies that provide the observable metric or conditions that would demonstrate compliance, rationale for why the interpretations are reasonable and evidence of compliance.

Supporting Evidence The president provided her interpretations for all the Ends and Executive Limitations at the August Board Retreat. Since coming to her post in February of 2019, neither the President, nor her staff, have been delinquent in providing the required annual monitoring reports as voted and approved on the DGB Calendar.

<b>Monitoring Report Schedule (Actual)</b>		
Month	Monitoring Reports Provided	Compliance?
February 2019	3.1 Governing Focus and Style	Yes
	3.5 Board Chair and Other Officer Roles	Yes

March 2019	3.3 Board Members Code of Conduct and Ethics 4.4 Monitoring President Performance	Yes  Yes
April 2019	2.5 Financial Conditions and Activities 2.6 Asset Protection 3.4 Agenda Planning 4.7 President Succession	Yes  Yes Yes Yes
May 2019	2.0 Executive Limitations 4.5 President Compensation and Benefits	Yes  Yes
September 2019	2.1 Treatment of Employees 3.0 Governance Process 3.2 Board Job Description 3.6 Board Committee Purpose and Principles 4.0 Board – President Linkage 4.1 Unity of Control	No  Yes Yes  Yes Yes Yes
October 2019	2.1 Treatment of Employees 1.1 Education Ends 2.3 Compensation and Benefits 4.2 Accountability of the President 4.3 Delegation to the President	Yes  Yes Yes  Yes Yes
November 2019	Universal Ends 1.2 Economic Ends 1.3 Communities Ends 2.7 Executive Limitations	Yes Yes Yes Yes

### 2.8.1.3 Ends & Executive Limitations Non-Compliance

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.

#### Supporting Evidence

The president has not been made aware of any actual or anticipated non-compliance with the Ends or Executive Limitations.

In addition to providing the Board with all requested monitoring reports, the President has also been diligent in keeping the board informed of any organizational concerns outside of the designated monitoring report time period.

### 2.8.1.4 Incidental Information

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

#### Supporting Evidence

The Board has always been made aware of any incidental information related to media coverage, legal action, internal changes and significant illegal drug use through electronic communication from the president utilizing the category: *For Information Only*.

#### 2.8.1.4.1 Monthly Reports

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

#### Supporting Evidence

<b>Monthly Reports of Budget (Actual)</b>	
<b>Agenda Month</b>	<b>Reports Provided</b>
February 2019	<u>January 2019</u> <ul style="list-style-type: none"><li>• Receipt of Report on Revenues and Expenditures</li><li>• Budget to Actual Monthly Cash Reserves Monthly Report</li></ul>
March 2019	<u>February 2019</u> <ul style="list-style-type: none"><li>• Receipt of Report on Revenues and Expenditures</li><li>• Budget to Actual Monthly</li><li>• Cash Reserves Monthly Report</li></ul>
April 2019	<u>March 2019</u> <ul style="list-style-type: none"><li>• Receipt of Report on Revenues and Expenditures</li><li>• Budget to Actual Monthly</li><li>• Cash Reserves Monthly Report</li></ul>
May 2019	<u>April 2019</u>

	<ul style="list-style-type: none"> <li>• Receipt of Report on Revenues and Expenditures</li> <li>• Budget to Actual Monthly</li> <li>• Cash Reserves Monthly Report</li> </ul>
October 2019	<p style="text-align: center;"><u>August 2019</u></p> <ul style="list-style-type: none"> <li>• Receipt of Report on Revenues and Expenditures</li> <li>• Budget to Actual Monthly</li> <li>• Cash Reserves Monthly Report</li> </ul>
November 2019	<p style="text-align: center;"><u>September 2019</u></p> <ul style="list-style-type: none"> <li>• Receipt of Report on Revenues and Expenditures</li> <li>• Budget to Actual Monthly</li> <li>• Cash Reserves Monthly Report</li> </ul>
January 2019	<p style="text-align: center;"><u>November 2019</u></p> <ul style="list-style-type: none"> <li>• Receipt of Report on Revenues and Expenditures</li> <li>• Budget to Actual Monthly</li> <li>• Cash Reserves Monthly Report</li> </ul>

**2.8.1.4.2 Absence of the President**

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

**Supporting Evidence**

The President has kept the Board well informed when she is absent from the campus or otherwise unavailable, the Board is then informed which Vice President is to act in her place.

<b>Absence of the President</b>		
<b>Notification Date</b>	<b>Time Duration</b>	<b>Administrator on Duty in President’s Absence</b>
1/25/2019	1/25-1/27	VP Ron Liss
4/4/2019	4/5-4/9	VP Rodney Jenkins
6/17/2019	6/17-6/23	VP Ron Liss
10/23/2019	10/24 – 10/26	VP Ron Liss
11/12/2019	11/13 – 11/15	VP Diane Ryan
12/8/2019	12/10/2019	Not needed. President remained local and available

### **2.8.1.5 Policy Compliance**

Allow the Board Chair to be unaware that, in the President's opinion, the Board is not in compliance with its own policies on Governance 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.

#### **Supporting Evidence**

The President has not observed any actions or behaviors by any Board member that is not in accordance with policy 2.8.1.5

### **2.8.2 Board Administrative Support**

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

#### **Supporting Evidence**

Changes in personnel supporting the board were handled expeditiously within the guidelines and timeframes required by Human Resources. The President/Board coordinator attended the Governance for Impact conference in Quebec City, to better familiarize herself with the policies and procedures of Policy Governance. Both the coordinator and the President's/Board's Executive Assistant attended the AACCT conference in September. During the planning and execution of the AACCT conference staff outside of the President's office were on hand to take care of any needs. Currently both the coordinator and the executive assistant are actively enrolled in the 7-month Governance for Impact certificate program, so both can better aid the Board.

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

**Presidential Monitoring Worksheet for Executive Limitations Policies**  
**Policy 2.8 – Communication and Support to the Board**  
**January 2020**

This worksheet is to assist you in assessing the monitoring report and expediting discussion at the Board meeting.

<b>Executive Limitation 2.8</b>	<b>Communication and Support to the Board</b> 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:	
Is the interpretation reasonable?	YES <b>4</b>	NO
Does the data show accomplishment of the interpretation?	YES <b>4</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES <b>4</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO <b>4</b>
Comments:		
<b>Executive Limitation 2.8.1</b>	<b>Information to the Board</b> Withhold, impede, or confound information relevant to the Board’s informed accomplishment of its job.	
Is the interpretation reasonable?	YES <b>4</b>	NO
Does the data show accomplishment of the interpretation?	YES <b>4</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES <b>4</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO <b>4</b>
Comments:		
<b>Executive Limitation 2.8.1.1</b>	<b>Timely Information &amp; Criteria</b> 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.	
Is the interpretation reasonable?	YES <b>4</b>	NO

Does the data show accomplishment of the interpretation?		YES <b>4</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?		YES <b>4</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?		YES	NO <b>4</b>
Comments:			
<b>Executive Limitation 2.8.1.2</b>	<b>Monitoring Data</b> 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.		
Is the interpretation reasonable?		YES <b>4</b>	NO
Does the data show accomplishment of the interpretation?		YES <b>4</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?		YES <b>4</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?		YES	NO <b>4</b>
Comments:			
<b>Executive Limitation 2.8.1.3</b>	<b>Ends &amp; Executive Limitations Non-Compliance</b> 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.		
Is the interpretation reasonable?		YES <b>4</b>	NO
Does the data show accomplishment of the interpretation?		YES <b>4</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?		YES <b>4</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?		YES	NO <b>4</b>
Comments:			
<b>Executive Limitation 2.8.1.4</b>	<b>Incidental Information</b> 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.	
Is the interpretation reasonable?	YES <b>4</b>	NO
Does the data show accomplishment of the interpretation?	YES <b>4</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES <b>4</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO <b>4</b>
Comments: <b>McCasland: Dr. Rhine has done an excellent job in communicating pertinent information in a timely manner. No surprises.</b>		
<b>Executive Limitation 2.8.1.4.1</b>	<b>Monthly Reports</b> Allow the Board to be without monthly reports of budget deviations and reserves.	
Is the interpretation reasonable?	YES <b>4</b>	NO
Does the data show accomplishment of the interpretation?	YES <b>4</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES <b>4</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO <b>4</b>
Comments:		
<b>Executive Limitation 2.8.1.4.2</b>	<b>Absence of the President</b> 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.	
Is the interpretation reasonable?	YES <b>4</b>	NO
Does the data show accomplishment of the interpretation?	YES <b>4</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES <b>4</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO <b>4</b>
Comments:		

<b>Executive Limitation 2.8.1.5</b>	<b>Policy Compliance</b> 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.	
Is the interpretation reasonable?	YES <b>4</b>	NO
Does the data show accomplishment of the interpretation?	YES <b>4</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES <b>4</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO <b>4</b>
Comments:		
<b>Executive Limitation 2.8.2</b>	<b>Board Administrative Support</b> Allow the Board to be without reasonable administrative support for Board activities.	
Is the interpretation reasonable?	YES <b>4</b>	NO
Does the data show accomplishment of the interpretation?	YES <b>4</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES <b>4</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO <b>4</b>
Comments: <b>McCasland: Excellent and timely communication.</b>		

**SHADED ITEMS** should be discussed at the meeting.

**Comments from the Coordinator:** This worksheet was completed by the following Board members Chevalier, McCasland, McCarver, and Sigafos.

**Presenter :** Ray Sigafoos

**Start Time :** 2:13 PM

**Item No :** 21

**Proposed By :** Ray Sigafoos

**Time Req :** 4

**Proposed :** 12/7/2019

**Item Type :** Monitoring Item

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

**Description :** Receipt of Board Self-Evaluation - Governance Process Policy 3.7 Cost of Governance - MONITORING AND/OR DISCUSSION

**Details :** The Board will review the compilation of their self-evaluation of Governance Process Policy 3.7 Cost of Governance.

**Attachments :**

Title	Created	Filename
3.7 Compilation 2020	Jan 14, 2020	3.7 Worksheet Evaluate - Compilation.pdf

**District Governing Board Policy Evaluate  
Review of Governance Process Policies  
Policy 3.7 Cost of Governance  
January 2020**

This worksheet is to assist you in assessing our Board’s own compliance with our Board-President policies.

<b>Cost of Governance 3.7</b>	Because poor governance costs more than learning to govern well, the Board shall invest in its governance capacity.  Accordingly:	
<b>Have we acted consistently with respect to this item of policy?</b>		
	<b>Check One</b>	<b>Specific Example to Support Your Response</b>
Always	<b>1</b>	<b>Sigafoos: Outside conferences allow Board members to gain perspectives and knowledge regarding governance from peer organizations. Participation by all Board members is encouraged; however these opportunities are not taken by all members. Lack of participation weakens the effectiveness of Board.</b>
Most of the time	<b>2</b>	
Some of the time		
Rarely		
Never		<p><b>Chevalier: I do not know what I am being asked here.</b></p> <p><b>McCarver: We regularly attend conferences and professional development events to support our governing style, including state and national conferences as well as Govern for Impact conferences and live webinars. We also work with consultants on essential Board responsibilities such as Ends and Board Policy development on an annual basis.</b></p>
<b>Budget 3.7.1</b>	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.	
<b>Have we acted consistently with respect to this item of policy?</b>		
	<b>Check One</b>	<b>Specific Example to Support Your Response</b>

**District Governing Board Policy Evaluate  
Review of Governance Process Policies  
Policy 3.7 Cost of Governance  
January 2020**

This worksheet is to assist you in assessing our Board’s own compliance with our Board-President policies.

Always	<b>2</b>	<b>Sigafoos: The most expensive item on the Board budget is not itemized – it is an uninformed or under informed Board member.</b>
Most of the time	<b>1</b>	
Some of the time		<b>Chevalier: Never in my time on the Board. The budget presented to the Board for the current fiscal year lacked both content and transparency. Not the current President’s fault. She inherited it. Now that the President has had almost a year in office I expect this to be corrected for the upcoming fiscal year.</b> <b>McCasland: Suggest an annual review in expenditures and possible methods to trim costs.</b>
Rarely		
Never	<b>1</b>	

**Examples** should be discussed at the meeting.

**Comments from the Coordinator:** This worksheet was completed by the following Board members Sigafoos, Chevalier, McCasland, and McCarver.

**Presenter :** Ray Sigafoos

**Start Time :** 2:17 PM

**Item No :** 22

**Proposed By :** Ray Sigafoos

**Time Req :** 10

**Proposed :** 12/7/2019

**Item Type :** Procedure Item

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

**Description :** SHORT RECESS - PROCEDURAL

**Details :**

**Attachments :**

No Attachments

**Presenter :** Ray Sigafoos

**Start Time :** 2:27 PM

**Item No :** 23

**Proposed By :** Ray Sigafoos

**Time Req :** 0

**Proposed :** 12/7/2019

**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 :** 2:27 PM

**Item No :** 24

**Proposed By :** Ray Sigafoos

**Time Req :** 2

**Proposed :** 12/10/2019

**Item Type :** Decision Item

Policy No.	Description	Ref No
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.	764161

**Description :** Review policy 2.1.1 Human Resource Policies - INFORMATION, DISCUSSION, AND/OR DECISION.

**Details :** The Board will vote to replace the newly proposed policy, that is attached.

**Attachments :**

Title	Created	Filename
Change to 2.1.1 Human Resource Policies	Jan 14, 2020	Yavapai College Policies 2.1.1 Human Resource Policies.pdf

## **Proposed Change to Policy**

### **2.1.1 Human Resource Policies**

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

**Presenter :** Ray Sigafoos

**Start Time :** 2:29 PM

**Item No :** 25

**Proposed By :** Ray Sigafoos

**Time Req :** 2

**Proposed :** 12/10/2019

**Item Type :** Decision Item

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

**Description :** Review policy 3.0 Governance Process - INFORMATION, DISCUSSION, AND/OR DECISION.

**Details :** The Board will vote to replace the newly proposed policy, that is attached.

**Attachments :**

Title	Created	Filename
Change to 3.0 Governnace Process Policy	Jan 07, 2020	Yavapai College Policies 3.0 Governance Process.pdf

## **Proposed Change to policy**

### **3.0 Governance Process**

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

**Presenter :** Ray Sigafoos

**Start Time :** 2:31 PM

**Item No :** 26

**Proposed By :** Ray Sigafoos

**Time Req :** 2

**Proposed :** 12/7/2019

**Item Type :** Decision Item

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

**Description :** Review this policy 3.1.1.1 Open Meeting Law, and the newly proposed 3.1.1.2 Electronic Communications Policy - INFORMATION, DISCUSSION, AND/OR DECISION.

**Details :** The board will vote to keep use this newly revised policy 3.1.1.1, Open Meeting Law which includes the sub-policy 3.1.1.2 Electronic Communications Policy.

**Attachments :**

Title	Created	Filename
Change to 3.1.1.1 Open meeting Law and 3.1.1.2 Electronic Communications	Jan 07, 2020	Yavapai College Policies 3.1.1.1 .pdf

## **Proposed Change to Policy**

### **3.1.1.1 Open Meeting Law**

Board members will take legal action on matters only at a properly-noticed Board meeting and only when the specific matters are included on the agenda.

### **3.1.1.2 Electronic Communications**

In addition to any other requirements under the Open Meeting Law for any type of communications between Board members or with College administration, Board members will comply with the following electronic communication directives to protect the Board from inadvertent violations of the Open Meeting Law:

- a. Board members may not use electronic messages of any kind (email, text messages, etc.) to communicate with another Board member or members about any matter that may foreseeably come before the Board at a future date for Board action.
- b. Board members may use electronic messages to communicate with College administration regarding College or Board business, including requests for factual information related to the College or Board, as long as no other Board members are copied on such messages.
- c. Board members may not forward electronic messages that are received from College administration to any other Board member, regardless of whether the Board member forwarding the message adds a personal comment to the forwarded message or not.
- d. Board members may use an electronic message to communicate a request to the Board Chairman that a matter be placed on a future Board meeting agenda if no other Board members are copied on such messages.

College administration may use electronic messages to communicate with a quorum of the Board about College and Board business, including requests for factual information, as long as the messages from administration blind

copy the Board members and do not communicate the opinion of any Board member regarding the subject matter(s) addressed in the message.

**Presenter :** Ray Sigafoos

**Start Time :** 2:33 PM

**Item No :** 27

**Proposed By :** Ray Sigafoos

**Time Req :** 2

**Proposed :** 12/10/2019

**Item Type :** Decision 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 :** Review policy 3.1.4 Self-Evaluation - INFORMATION, DISCUSSION, AND/OR DECISION.

**Details :** The Board will vote to replace the newly proposed policy, that is attached.

**Attachments :**

Title	Created	Filename
Change to 3.1.4 Self - Evaluation Policy	Jan 07, 2020	Yavapai College Policies 3.1.4 Self-Evaluation.pdf

## **Proposed Change to Policy**

### **3.1.4 Self-Evaluation**

- Board Chair shall ensure that the Board self-evaluates quarterly with the intention of evaluating the functioning of the Board during meetings
- Board Chair may work with the President to accomplish this task in a manner that does not violate Open Meeting Laws
- Board Chair shall ensure that the Board self-evaluates annually with the intention of evaluating the Board and Board Members compliance with Board Policy

**Presenter :** Ray Sigafoos

**Start Time :** 2:35 PM

**Item No :** 28

**Proposed By :** Ray Sigafoos

**Time Req :** 2

**Proposed :** 12/10/2019

**Item Type :** Decision Item

Policy No.	Description	Ref No
3.1.5	To ensure the continual development of governance capability, shall include orientation of new Board members in the Board's governance process and periodic Board training and discussion of process improvement.	560669

**Description :** Review policy 3.1.5 Continuity - INFORMATION, DISCUSSION, AND/OR DECISION.

**Details :** The Board will vote to replace the newly proposed policy, that is attached.

**Attachments :**

Title	Created	Filename
Change to 3.1.5 Continuity Policy	Jan 07, 2020	Yavapai College Policies 3.1.5 Continuity.pdf

## **Proposed Change to Policy**

### **3.1.5 Continuity**

To ensure the continual development of governance capability, prior to taking office, all new board members will be offered formal orientation as adopted and implemented by the board, shall include orientation of new Board members in the Board's governance process and periodic Board training and discussion of process improvement.

**Presenter :** Ray Sigafoos

**Start Time :** 2:37 PM

**Item No :** 29

**Proposed By :** Ray Sigafoos

**Time Req :** 2

**Proposed :** 12/10/2019

**Item Type :** Decision Item

Policy No.	Description	Ref No
3.2.1.2	Shall produce written governing policies which address the broadest levels of all organizational decisions and situations via the following:  a) Ends: Define which organizational products/impacts/benefits/outcomes, Yavapai College should be producing for which recipients/beneficiaries, and their relative worth in cost or priority. b) Executive Limitations: Constrain executive authority within boundaries of ethics and prudence. c) Governance Process: Specify how the Board conceives, carries out and monitors its own tasks. d) Board-President Linkage: Determine how the Board delegates power to the President and monitors its proper use.	560673

**Description :** Review policy 3.2.1.2 Governing Policies - INFORMATION, DISCUSSION, AND/OR DECISION.

**Details :** The Board will vote to replace the newly proposed policy, that is attached.

**Attachments :**

Title	Created	Filename
Changes to 3.2.1.2 Governing Policies	Jan 14, 2020	Yavapai College Policies 3.2.1.2 Governing Policies.pdf

## **Proposed Change to policy**

### **3.2.1.2 Governing Policies**

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

- a) Ends: Define which organizational products/impacts/benefits/outcomes, Yavapai College should be producing for which recipients/beneficiaries, and their relative worth in cost or priority.
- b) Executive Limitations: Constrain executive authority within boundaries of ethics and prudence.
- c) Governance Process: Specify how the Board conceives, carries out and monitors its own tasks.
- d) Board-President Linkage: Determine how the Board delegates power to the President and monitors its proper use.
- e) The version of the policies most recently adopted by the Board replace and supersede all prior versions and is the only version that is binding on the college.

**Presenter :** Ray Sigafoos

**Start Time :** 2:39 PM

**Item No :** 30

**Proposed By :** Ray Sigafoos

**Time Req :** 2

**Proposed :** 12/10/2019

**Item Type :** Decision Item

Policy No.	Description	Ref No
3.3.1	The Board shall enforce upon itself whatever discipline is needed to govern with excellence. Discipline will apply to matters such as policy-making principles, respect of roles, speaking with one voice, and adherence to ethical practices.	25889

**Description :** Review the title of policy 3.3.1 Discipline Needed to Govern - INFORMATION, DISCUSSION, AND/OR DECISION.

**Details :** The Board will vote on the newly proposed title.

**Attachments :**

Title	Created	Filename
Title change to 3.3.1	Jan 07, 2020	Yavapai College Policies 3.3.1 Operating by Majority Decision.pdf

## **Proposed Change to Policy Title**

### **3.3.1 Change in title to: Operating by Majority Decision**

The Board shall enforce upon itself whatever discipline is needed to govern with excellence. Discipline will apply to matters such as policy-making principles, respect of roles, speaking with one voice, and adherence to ethical practices.

**Presenter :** Ray Sigafoos

**Start Time :** 2:41 PM

**Item No :** 31

**Proposed By :** Ray Sigafoos

**Time Req :** 2

**Proposed :** 12/10/2019

**Item Type :** Decision Item

Policy No.	Description	Ref No
3.4.3	<p>The Board shall plan its agenda around the specific job products of the Board, set out in the Board Job Description Policy 3.2. All meeting agendas shall clearly distinguish between items for the purposes of:</p> <ul style="list-style-type: none"><li>a) Ownership Linkage;</li><li>b) Policy Development;</li><li>c) Monitoring of President Performance;</li><li>d) Fulfillment of items that are:<ul style="list-style-type: none"><li>1) Procedural,</li><li>2) For Information Only, and</li><li>3) For Board Education.</li></ul></li></ul> <p>For Monitoring of Board Performance, Board agendas will also distinguish between items for discussion and items for decision and items on the Board's Consent Agenda (see Policy 3.4.3.4).</p>	560677

**Description :** Review policy 3.4.3 All Meeting Agendas - INFORMATION, DISCUSSION, AND/OR DECISION.

**Details :** The Board will vote to replace the newly proposed policy, that is attached.

**Attachments :**

Title	Created	Filename
3.4.3 All Meeting Agendas Policy	Dec 10, 2019	Yavapai College Policies 3.4.3 All Meeting Agendas.pdf

### 3.4.3 All Meeting Agendas

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

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

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

Rev Date  
2/11/2015

Rev No 10

Ref No 560677

### Proposed Change to Policy

#### 3.4.3 All Meeting Agendas

The board chair, in consultation/collaboration with the board and president, shall:

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

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



**Presenter :** Ray Sigafoos

**Start Time :** 2:43 PM

**Item No :** 32

**Proposed By :** Ray Sigafoos

**Time Req :** 2

**Proposed :** 12/10/2019

**Item Type :** Decision Item

Policy No.	Description	Ref No
3.5.1	The job output of the Chair shall be to see that the Board behaves consistent with its own policies and those imposed upon it by law and regulation.	862072

**Description :** Review policy 3.5.1 Job Output - INFORMATION, DISCUSSION, AND/OR DECISION.

**Details :** The Board will vote to replace the newly proposed policy, that is attached.

**Attachments :**

Title	Created	Filename
Change to 3.5.1 Policy	Jan 07, 2020	Yavapai College Policies 3.5.1 Job Output.pdf

## **Proposed Change to Policy**

### **3.5.1 Job Output**

- President shall provide all materials to be considered at least 7 calendar days prior to the meeting during which the materials will be considered
- Board acknowledges that a practical impact of this change is that some information will get to the Board later than in previous practice

**Presenter :** Ray Sigafoos

**Start Time :** 2:45 PM

**Item No :** 33

**Proposed By :** Ray Sigafoos

**Time Req :** 2

**Proposed :** 12/10/2019

**Item Type :** Decision Item

Policy No.	Description	Ref No
3.5.2.1	The Chair is empowered to chair Board meetings with all of the commonly accepted power of that position (e.g., ruling, recognizing) using the Roberts Rules of Order as a guide for running meetings.	71125

**Description :** Review policy 3.5.2.1 Chairing Meetings - INFORMATION, DISCUSSION, AND/OR DECISION.

**Details :** The Board will vote to replace the newly proposed policy, that is attached.

**Attachments :**

Title	Created	Filename
Change to 3.5.2.1 Policy	Jan 07, 2020	Yavapai College Policies 3.5.2.1 Chairing Meetings.pdf

## **Proposed Change to Policy**

### **3.5.2.1 Chairing Meetings**

The Chair is empowered to chair Board meetings with all of the commonly accepted power of that position (e.g., ruling, recognizing).

**Presenter :** Ray Sigafoos

**Start Time :** 2:47 PM

**Item No :** 34

**Proposed By :** Ray Sigafoos

**Time Req :** 2

**Proposed :** 12/10/2019

**Item Type :** Decision Item

Policy No.	Description	Ref No
4.1.2	In the case of Board members or Board committees requesting information or assistance without Board authorization, the President shall refuse such requests that require, in the President's opinion, a material amount of staff time or funds or are disruptive.	429153

**Description :** Review policy 4.1.2 Requests from Board Members and Board Committees - INFORMATION, DISCUSSION, AND/OR DECISION.

**Details :** The Board will vote to replace the newly proposed policy, that is attached.

**Attachments :**

Title	Created	Filename
Changes to 4.1.2 Policy	Jan 07, 2020	Yavapai College Policies 4.1.2 Requests from Board Members and Baord Committees.pdf

## **Proposed Change to Policy**

### **4.1.2 Requests from Board Members and Board Committees**

In the case of Board members or Board committees requesting information or assistance without Board authorization, the President shall refuse such requests that require, in the President's opinion, a material amount of staff time or funds or are disruptive unless the board votes to have the president provide it.

**Presenter :** Ray Sigafoos

**Start Time :** 2:49 PM

**Item No :** 35

**Proposed By :** Ray Sigafoos

**Time Req :** 2

**Proposed :** 12/10/2019

**Item Type :** Decision Item

Policy No.	Description	Ref No
4.6	<p>Excellence at Yavapai College requires the understanding and support of leaders who participate in defining the mission and goals of the College, and devote time, talent and resources toward their fulfillment. Certain of these leaders have distinguished themselves in service to the College and higher education.</p> <p>Accordingly, the District Governing Board shall recognize a retiring president at the conclusion of their service through the conferral of Emeritus Status. Such recognition is deemed an honor of the highest order and shall be reserved for those whose service is exemplary.</p> <p>Criteria for emeriti status designation shall include:</p> <ol style="list-style-type: none"> <li>1. An exemplary record of service through demonstrated commitment of time, talent, and resources: and,</li> <li>2. Documented leadership in advancing the District Governing Board Ends in its service to Yavapai College</li> </ol> <p>Authority to Confer Emeriti Status:</p> <ol style="list-style-type: none"> <li>1. The District Governing Board of Yavapai College may confer emeriti status to a president any time after active service has been concluded.</li> <li>2. Any current District Governing Board Member may nominate a retiring or retired president for emeritus status, but the actual conference would not be effective until the end of active duty.</li> <li>3. Designation will require the approval of the District Governing Board.</li> </ol> <p>Rights and Privileges</p> <ol style="list-style-type: none"> <li>1. The District Governing Board may grant non-monetary rights and privileges to emeriti designees so long as such benefits does not interfere with other College policies.</li> <li>2. Emeriti may receive regular notifications and materials related to meetings of the College that designated emeritus status at which the designee emeriti will be a welcomed member in the audience.</li> <li>3. Individuals to whom emeritus status has been granted are eligible to volunteer service with Yavapai College</li> </ol>	810610

**Description :** Review policy 4.6 Conferral of President Emeritus/a Status - INFORMATION, DISCUSSION, AND/OR DECISION.

**Details :** The Board will vote to replace the newly proposed policy, that is attached.

**Attachments :**

Title	Created	Filename
Change to 4.6 Policy	Jan 07, 2020	Yavapai College Policies 4.6 Conferral of Presidnet Emeritus a Status.pdf

## Proposed Change to Policy

### 4.6 Conferral of President Emeritus/a Status

Excellence at Yavapai College requires the understanding and support of leaders who participate in defining the mission and goals of the College, and devote time, talent and resources toward their fulfillment. Certain of these leaders have distinguished themselves in service to the College and higher education.

**Accordingly, the District Governing Board may recognize a retiring president at the conclusion of their service through the conferral of Emeritus Status after waiting for a full year.**

Criteria for emeriti status designation shall include:

1. An exemplary record of service through demonstrated commitment of time, talent, and resources: and,
2. Documented leadership in advancing the District Governing Board Ends in its service to Yavapai College

Authority to Confer Emeriti Status:

1. The District Governing Board of Yavapai College may confer emeriti status to a president any time after active service has been concluded.
2. Any current District Governing Board Member may nominate a retiring or retired president for emeritus status, but the actual conference would not be effective until the end of active duty.
3. Designation will require the approval of the District Governing Board.

Rights and Privileges:

1. The District Governing Board may grant non-monetary rights and privileges to emeriti designees so long as such benefits does not interfere with other College policies.
2. Emeriti may receive regular notifications and materials related to meetings of the College that designated emeritus status at which the designee emeriti will be a welcomed member in the audience.
3. Individuals to whom emeritus status has been granted are eligible volunteer service with Yavapai College

**Presenter :** Ray Sigafoos

**Start Time :** 2:51 PM

**Item No :** 36

**Proposed By :** Ray Sigafoos

**Time Req :** 0

**Proposed :** 12/7/2019

**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 :** 2:51 PM

**Item No :** 37

**Proposed By :** Ray Sigafoos

**Time Req :** 45

**Proposed :** 12/7/2019

**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 :** Lynne Adams, District Governing Board counsel, will provide a refresher for Governing Board members on key Open Meeting Law and conflict of interest requirements and issues. - INFORMATION AND DISCUSSION

**Details :** 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 11, 2020 Regular Board meeting. This form shall be kept in a file maintained by the College and which shall be open to the public.

**Attachments :**

No Attachments

**Presenter :** Ray Sigafoos

**Start Time :** 3:36 PM

**Item No :** 38

**Proposed By :** Ray Sigafoos

**Time Req :** 0

**Proposed :** 12/7/2019

**Item Type :** Heading

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

**Description :** OWNERSHIP LINKAGE (CONTINUED) - HEADING

**Details :**

**Attachments :**

No Attachments

**Presenter :** Ray Sigafoos

**Start Time :** 3:36 PM

**Item No :** 39

**Proposed By :** Ray Sigafoos

**Time Req :** 5

**Proposed :** 12/7/2019

**Item Type :** Information Item

Policy No.	Description	Ref No
3.5.5	All Board liaisons are appointed by the Board Chair annually. The role of a Board liaison is to serve as a communication representative between the Board and committee. The Board liaison serves as the point of contact for information review, input, and approval prior to Board receipt. Board liaisons attend and participate in all meetings and conference calls of their assigned committees. Board liaisons should provide advice and input to their assigned committees, especially in terms of Board policies. Upon request, Board liaisons provide written or oral reports on the progress of their assigned committees. The positions are:  1) Foundation Liaison 2) AACCT Representative 3) Board Spokesperson	802214

**Description :** Reports from Board Liaisons - Board Spokesperson; Arizona Association of Community College Trustees (AACCT); and Yavapai College Foundation - INFORMATION AND/OR DISCUSSION

**Details :** Board Spokesperson - Chair Sigafoos

Arizona Association of Community College Trustees (AACCT) - Deb McCasland

Yavapai College Foundation - Dr. Patricia McCarver and Steve Irwin

**Attachments :**

No Attachments

**Presenter :** Ray Sigafoos

**Start Time :** 3:41 PM

**Item No :** 40

**Proposed By :** Ray Sigafoos

**Time Req :** 0

**Proposed :** 12/7/2019

**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 :** 3:41 PM

**Item No :** 41

**Proposed By :** Ray Sigafoos

**Time Req :** 3

**Proposed :** 12/7/2019

**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 :** Review the Dates and Places of Future Meetings and vote to change the April Regular Meeting date - DISCUSSION AND/OR DECISION

**Details :** The Board will discuss and vote as to whether to change the April 2020 Regular meeting.

All Arizona Academic Team Luncheon Thursday, February 27, 2020, in Phoenix.

The Govern for Impact conference will be held in Fort Worth Texas, June 18-20, 2020. Early Bird Registration ends Sunday February 29, 2020.

**Attachments :**

Title	Created	Filename
FY 19-20 Dates and Places of Future Meetings	Jan 14, 2020	FY19-20- Dates and Places of Future Meetings.pdf
FY 19-20 Dates and Places of Events	Jan 14, 2020	FY 19-20 Dates and Places of Events.pdf

**DATES AND PLACES OF FUTURE MEETINGS – FY 2019-2020**

TYPE OF MEETING	DATE/DAY/TIME/LOCATION
<b>JULY and AUGUST 2019 – NO BOARD MEETINGS</b>	
Board Retreat	August 13, 2019, Day, Time 8 a.m. – 5 p.m. Location: Verde Valley Campus – Building M, Room 147
Board Retreat	September 9, 2019, Monday, 8:30 a.m. Location: Prescott Campus – Rock House
Regular Board Meeting	September 10, 2019, Tuesday, 1:00 p.m. Location: Prescott Campus – Rock House
Regular Board Meeting	October 8, 2019 Tuesday, 1:00 p.m. Location: Verde Valley Campus – M-137
Regular Board Meeting	November 12, 2019, Tuesday, 1:00 p.m. Location: Chino Valley Center 120/121
<b>DECEMBER 2019 – NO REGULAR BOARD MEETING</b>	
Board Budget Workshop	January 21, 2020, Tuesday 8:30 a.m. Location: Prescott Campus – Rock House
Regular Board Meeting	January 21, 2020, Tuesday, 1:00 p.m. Location: Prescott Campus – Rock House
<b>Executive Session</b>	<b>January 27, 2020, Monday, 2:30 – 4:20 p.m.</b> <b>Location: Prescott Campus – Rock House</b>
<b>Annual Board Workshop</b>	<b>February 10, 2020 – Monday, 10:00 a.m.</b> <b>Location: Prescott Campus – Rock House</b>
<b>Executive Session</b>	<b>TBA</b> <b>Location: Prescott Campus – Rock House</b>
<b>Regular Board Meeting</b>	<b>February 11, 2020, Tuesday, 1:00 p.m.</b> <b>Location: Prescott Campus-Rock House</b>
<b>Regular Board Meeting*</b>	<b>March 3, 2020, Tuesday, 1:00 p.m.</b> <b>Location: Sedona Center, Room 34</b>
<b>Regular Board Meeting*</b>	<b>April ??, 2020, Tuesday, 1:00 p.m.</b> <b>Location: Prescott Campus – Rock House</b>
<b>Regular Board Meeting</b>	<b>May 12, 2020, Tuesday, 1:00 p.m.</b> <b>Location: Prescott Campus, Community Room 19-147</b>
<b>JUNE 2020 NO REGULAR BOARD MEETING</b>	

## DATES AND PLACES OF EVENTS – FY 2019-2020

TYPE OF EVENT	DATE/DAY/TIME/LOCATION
Verde Valley Commencement	May 10, 2019, Friday, 6:00 p.m. Location: Verde Valley Campus Mabery Pavilion
Nursing Pinning Ceremony	May 11, 2019, Saturday, 1:00 p.m. Location: Prescott Campus – Performing Arts Center
Prescott Commencement	May 11, 2019, Saturday, 6:00 p.m. Location: Prescott Campus – Performing Arts Center
YC GED Graduation	May 18, 2019, Saturday, 1:30 p.m. Location: Prescott Campus – Performing Arts Center
Northern Arizona Regional Training Academy (NARTA) Commencement	May 23, 2019, Thursday – 11:00 a.m. Location: Prescott Campus – Performing Arts Center
President’s Picnic	June 14, 2019, Friday 10a.m. – 2:00 p.m. Location: Cottonwood – Riverfront Park
GFI Quebec City	June 19, 2019, Wednesday – June 23, 2019 Sunday
Fall Convocation	August 12, 2019, Monday 8:30 – 4:30 p.m. Location: Prescott Campus – Performing Arts Center
AACCT Conference	September 6, 2019, Friday – September 8, 2019 Sunday Location: Hassayampa Inn
ACCT Leadership Congress	October 16, Wednesday – October 19 2019, Saturday Location: San Francisco, California
Northern Arizona Regional Training Academy (NARTA) Commencement	December 12, 2019, Thursday – 11:00 a.m. Location: Prescott Campus – Performing Arts Center
Nursing Pinning Ceremony	December 13, 2019, Friday – 3:00 p.m. Location: Prescott Campus – Performing Arts Center
<b>All Arizona Academic Team Luncheon</b>	<b>February 27, Thursday – 12:30 p.m.</b> <b>Location: TBA, Phoenix, AZ</b> <b>*If you are planning on attending please let Yvonne Sandoval know by January 31<sup>st</sup>.</b>
<b>ACCT Governance Leadership Institute</b>	<b>April 15, Wednesday – April 17 2020, Friday</b> <b>Location: Pima Community College, Tucson, AZ</b>
<b>Tech Student Pinning Ceremony</b>	<b>May 7, 2020, Thursday, 6:00 p.m.</b> <b>Location: Prescott Campus – The Community Room</b>
<b>Verde Valley Commencement</b>	<b>May 8, 2020, Friday, 10:00 a.m. and 2:00 p.m.</b> <b>Location: Verde Valley Campus</b>
<b>Prescott Commencement</b>	<b>May 9, 2020, Saturday, 10:00 p.m.</b> <b>Location: Finlay Toyota Center – 3201 N. Main Street Prescott Valley, AZ 86314</b>
<b>Nursing Pinning Ceremony</b>	<b>May 9, 2020, Saturday, 1:00 p.m.</b> <b>Location: Prescott Campus – Performing Arts Center</b>
<b>Northern Arizona Regional Training Academy (NARTA) Commencement</b>	<b>May 21, 2020, Thursday – 11:00 a.m.</b> <b>Location: Prescott Campus – Performing Arts Center</b>
<b>Govern For Impact (GFI) Conference</b>	<b>June 18, 2020 Thursday – June 20, 2020 Saturday</b> <b>Location: Fort Worth, Texas</b>  <b>Early Bird Registration Ends Sunday February 29!!!</b>

**Presenter :** Ray Sigafoos

**Start Time :** 3:44 PM

**Item No :** 42

**Proposed By :** Ray Sigafoos

**Time Req :** 1

**Proposed :** 12/7/2019

**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