Yavapai College District Governing Board



Regular Board Meeting Agenda Summary

District Governing Board Regular Meeting

Tuesday, June 13, 2017 1:00 PM

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

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

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

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

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

Item No.	Item	Time Req.	Start Time	Ref No.
1	CALL TO ORDER - HEADING	0	1:00 PM	684904
2	Call to Order - PROCEDURAL	0	1:00 PM	684905
3	Pledge of Allegiance - PROCEDURAL	1	1:00 PM	684906
4	Welcome to Guests and Staff - PROCEDURAL	1	1:01 PM	684907
5	Approval of the Minutes From the May 9, 2017 District Governing Board Budget Hearing, Budget Adoption, Regular Meeting, and the Executive Session - DISCUSSION AND DECISION	2	1:02 PM	684908
6	Adoption of Agenda - DECISION	2	1:04 PM	684909
7	OWNERSHIP LINKAGE - HEADING	0	1:06 PM	684910
8	Open Call - PROCEDURAL	10	1:06 PM	684911
9	MONITORING REPORT - HEADING	0	1:16 PM	715351
10	May Board Meeting Evaluation - INFORMATION AND/OR DISCUSSION	10	1:16 PM	684924

Ref No: 684902

Item No.	Item	Time Req.	Start Time	Ref No.
11	CONSENT AGENDA - HEADING	0	1:26 PM	684912
12	Receipt of Report on Revenues and Expenditures - May 2017 - RECEIPT, DISCUSSION, AND/OR DECISION		1:26 PM	684913
13	Receipt of the President's Monthly Monitoring Report - Executive Limitations 2.3.1 - Budget Deviation - May 2017 - RECEIPT, DISCUSSION, AND/OR DECISION	2	1:27 PM	684914
14	Receipt of the President's Monthly Monitoring Report - Executive Limitations 2.3.2 - Reserves - May 2017 - RECEIPT, DISCUSSION, AND/OR DECISION	2	1:29 PM	684915
15	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	2	1:31 PM	714746
16	For Consideration for Approval of the Intergovernmental Agreement Between Yavapai College and Yavapai County Free Library District for Library Services for Remote Learning Centers - RECEIPT, DISCUSSION, AND/OR DECISION	2	1:33 PM	714745
17	For Consideration of Approval of Public and Charter School Dual Enrollment Intergovernmental Agreements with Yavapai Community College District - RECEIPT, DISCUSSION, AND/OR DECISION	2	1:35 PM	684916
18	For Consideration for Approval of the First Amendment to the Intergovernmental Agreement Between Yavapai College and Valley Academy for Career & Technical Education for Educational Programs - RECEIPT, DISCUSSION, AND/OR DECISION	2	1:37 PM	715740
19	INFORMATION - HEADING	0	1:39 PM	684917
20	Information from the President to Include: Executive Leadership Retreat; LEAD Program; College for Kids; District Governing Board Community Survey; College Highlights; Facilities Management News; and Other Related Issues - INFORMATION AND/OR DISCUSSION	10	1:39 PM	684918
21	Information from Instruction and Student Development to Include:Academic Reorganization and Other Related Issues - INFORMATION AND/OR DISCUSSION	10	1:49 PM	684919
22	MONITORING REPORT (CONTINUED) - HEADING	0	1:59 PM	684921
23	Receipt of President's Monitoring Report - Executive Limitation 2.3 - Financial Management - MONITORING, DISCUSSION, AND/OR DECISION	5	1:59 PM	684922
24	Board Self-Evaluation - Board-President Linkage 4.5 - President Compensation and Benefits - MONITORING AND DISCUSSION	5	2:04 PM	684923
25	SHORT RECESS - PROCEDURAL	10	2:09 PM	684925
26	BOARD EDUCATION / STRATEGIC PLANNING - HEADING	0	2:19 PM	684928
27	Overview of Community College Legislative Changes by the Board's Legal Counsel, Lynne Adams - INFORMATION AND/OR DISCUSSION	15	2:19 PM	684929
28	OWNERSHIP LINKAGE (CONTINUED) - HEADING	0	2:34 PM	684930

Item No.	Item	Time Req.	Start Time	Ref No.
29	Reports from Board Liaisons - Arizona Association for District Governing Boards (AADGB); and Yavapai College Foundation - INFORMATION AND/OR DISCUSSION	5	2:34 PM	684933
30	OTHER INFORMATION - HEADING	0	2:39 PM	684934
31	District Governing Board Dates and Places of Future Meetings - DISCUSSION AND/OR DECISION	5	2:39 PM	684936
32	MONITORING REPORT (CONTINUED) - HEADING	0	2:44 PM	715348
33	Board Meeting Evaluation (Monthly) - INFORMATION AND/OR DISCUSSION	10	2:44 PM	715350
34	ADJOURNMENT OF REGULAR MEETING - PROCEDURAL	1	2:54 PM	684937

Presenter: Steve Irwin Start Time: 1:00 PM Item No: 1

Proposed By: Steve Irwin **Time Req**: 0

Proposed: 12/8/2016 Item Type: Heading

Policy No.	Description	Ref No
3.4	To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration 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: Steve Irwin Start Time: 1:00 PM Item No: 2

Proposed By: Steve Irwin **Time Req:** 0

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 reexploration 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: Steve Irwin Start Time: 1:00 PM Item No: 3

Proposed By: Steve Irwin Time Req: 1

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 reexploration 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: Steve Irwin Start Time: 1:01 PM Item No: 4

Proposed By: Steve Irwin Time Req: 1

Proposed: 12/8/2016 **Item Type**: Procedure Item

Policy No.	Description	Ref No
3.4	To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration 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**: Secretary Irwin will welcome all guests and staff.

Attachments: No Attachments

Presenter: Steve Irwin Start Time: 1:02 PM Item No: 5

Proposed By : Steve Irwin **Time Req :** 2

Proposed: 12/8/2016 **Item Type**: Discussion

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

Description: Approval of the Minutes From the May 9, 2017 District Governing Board

Budget Hearing, Budget Adoption, Regular Meeting, and the Executive

Session - DISCUSSION AND DECISION

Details: To affirm discussion and record of actions and motions made and

approved by the District Governing Board at the May 9, 2017 District Governing Board Budget Hearing, Budget Adoption and Regular Board meetings and the Executive Session. As part of the Board Agenda, the record of the proceedings of the previous meetings are presented for Board approval, reporting the kind of meeting, date, and place of the meeting, participants present, approval of consent items, and all the main motions, the hours of the meeting(s), and the adjournment. The approved minutes are used to establish a permanent record of decision approved by the District Governing Board. (Executive Session minutes are confidential by statute and are; therefore, not included in public documents.)

Attachments:

Title	Created	Filename
1. DGB Budget Public Hearing Unapproved Minutes 5-9-17.pdf	May 17, 2017	DGB Budget Public Hearing Unapproved Minutes 5-9-17.pdf
2. DGB Budget Special Meeting Unapproved Minutes 5-9-17.pdf	May 17, 2017	DGB Budget Special Meeting Unapproved Minutes 5-9-17.pdf
3. Unapproved Regular Meeting Minutes - May 9 2017.pdf	May 17, 2017	Unapproved Regular Meeting Minutes -May 9 2017.pdf



Yavapai College District Governing Board

FY 2017-2018 Budget Public Hearing In Accordance with A.R.S §15-1461.01(A) Unapproved Minutes of Public Hearing Tuesday, May 9, 2017 1:00 PM

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

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

Members Present:

Mr. Ray Sigafoos, Chair Mr. Steve Irwin, Secretary

Dr. Connie Harris, Board Member Dr. Patricia McCarver, Board Member

Ms. Deb McCasland, Board Member

Administration Present:

Dr. Penelope H. Wills, President Lynne Adams, Board Attorney

Other staff attending are on file in the District Office

1. Call to Order - PROCEDURAL

Chair Sigafoos called the Yavapai College District Governing Board FY 2017-2018 Budget Public Hearing to order at 1:00 p.m.

2. FY 2017-2018 Yavapai County Community College District Budget Overview - INFORMATION

Dr. Clint Ewell, Vice President for Finance and Administrative Services, provided the FY 2017-2018 Budget overview (refer to Board packet, pgs. 2-13; FY2017-2018 Budget - power point; and the Yavapai College website). The Budget Public Hearing is required by A.R.S 42-17104 to provide residents of Yavapai County the opportunity for input on the annual budget. The Board began the FY 2017-2018 Budget analysis and review in January 2017, and continued to receive budget-related information over a series of months (refer to the following link

http://www.yc.edu/v5content/strategic-planning/docs/Strategic%20Planning%20Cycle%20V8-%20feb%2015.xlsx).

3. Public Comment - INFORMATION

Listed below are the Yavapai County citizens who addressed the Board regarding the Yavapai County Community College District FY 2017-2018 Budget:

Ruth Wicks - Tuition Increase

Dana Dieterich – removed her request to speak

4. Adjournment - PROCEDURAL

Member McCarver moved, seconded by Member Harris, that the FY 2017-2018 Budget Public Hearing be adjourned. The motion carried unanimously.

The Hearing was adjourned at 1:22 p.m.

Respectfully submitted:	
/S/	Date: <u>June 13, 2017</u>
Ms. Karen Jones. Recording Secretary	

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



Yavapai College District Governing Board

FY 2017-2018 Budget Special Meeting In Accordance with A.R.S §15-1461.01(A) Unapproved Minutes of Special Meeting

Tuesday, May 9, 2017 1:27 PM

Prescott Campus - Rock House 1100 E. Sheldon Street Prescott, Arizona

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Members Present:

Mr. Ray Sigafoos, Chair Mr. Steve Irwin, Secretary

Dr. Connie Harris, Board Member Dr. Patricia McCarver, Board Member

Ms. Deb McCasland, Board Member

Administration Present:

Dr. Penelope H. Wills, President Lynne Adams, Board Attorney

Other staff attending are on file in the District Office

1. Call to Order - PROCEDURAL

Chair Sigafoos called the FY 2017-2018 Budget Special Meeting to order at 1:27 p.m. to consider the Yavapai County Community College District FY 2017-2018 Budget as presented at the Budget Public Hearing, held immediately before this Special Meeting.

2. Roll Call to Consider the Yavapai County Community College District FY 2017-2018 as Proposed at the Budget Public Hearing - DISCUSSION AND/OR DECISION

The Board members provided the following comments:

Member Irwin moved, seconded by Member Harris, that the Yavapai College District Governing Board adopt the Yavapai County Community College District FY 2017-2018 Budget as presented during the public hearing. Roll Call of the Yavapai College District Governing Board for approval of the Yavapai County Community College District FY 2017-2018 Budget as advertised and presented during the public hearing:

Mr. Raymond Sigafoos, District 1 – Yes

Ms. Deb McCasland, District 2 - No

Dr. Connie Harris, District 3 - Yes

Dr. Patricia McCarver, District 4 – Yes

Mr. Steve Irwin, District 5 - Yes

Motion carried with majority vote to approve.

3. Adjournment - PROCEDURAL

Member McCarver moved, seconded by Member Harris, that the Budget Special Meeting be adjourned. The motion carried unanimously.

The Special Meeting was adjourned at 1:28 p.m.

Respectfully submitted:	
/S/	Date: June 13, 2017
Ms. Karen Jones. Recording Secretary	

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

Unapproved Minutes of Regular Meeting

Tuesday, May 9, 2017 1:28 PM

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

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

Members Present:

Mr. Ray Sigafoos, Chair Mr. Steve Irwin, Secretary

Dr. Connie Harris, Board Member Dr. Patricia McCarver, Board Member

Ms. Deb McCasland, Board Member

Administration Present:

Dr. Penelope H. Wills, President Lynne Adams, Board Attorney

Other staff attending are on file in the District Office

1. CALL TO ORDER - HEADING

2. Call to Order - PROCEDURAL

Chair Sigafoos called the Yavapai College District Governing Board meeting to order at 1:28 p.m.

3. Pledge of Allegiance – PROCEDURAL

The Pledge of Allegiance was led by Member McCasland

4. Welcome to Guests and Staff - PROCEDURAL

Chair Sigafoos welcomed all guests and staff.

5. Approval of District Governing Board April 18, 2017 Regular Meeting Minutes - DISCUSSION AND **DECISION** (refer to Board agenda, pgs. 6-10)

Member Harris moved, seconded by Member Irwin, to approve the District Governing Board April 18, 2017 Regular Meeting Minutes as written. Motion carried unanimously.

6. Adoption of Agenda – DECISION

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

7. CONSENT AGENDA – HEADING

Member McCarver moved, seconded by Member Harris, to approve Consent Agenda items #8 and 9 as written. Motion carried unanimously.

Member McCasland moved, seconded by Member McCarver, to approve Consent Agenda item #10: President's Monthly Report: Executive Limitation 2.3.2 – Reserves – April 2017 as written. Motion carried unanimously.

Member McCasland moved, seconded by Member Harris, to approve Consent Agenda items #11: Intergovernmental Agreement between Yavapai College and the Town of Camp Verde as written. Motion carried unanimously.

- 8. Receipt of Report on Revenues and Expenditures Month of April 2017 RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 12-21)
- 9. Receipt of President's Monthly Monitoring Report Executive Limitation 2.3.1 Budget Deviation -April 2017 - RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 22-24) The President reported compliance.
- 10. Receipt of President's Monthly Monitoring Report: Executive Limitation 2.3.2 Reserves April 2017 - RECEIPT, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 25-27) The President reported compliance.
- 11. For Consideration for Approval of the Intergovernmental Agreement Between Yavapai College and the Town of Camp Verde, by and through the Camp Verde Community Library for Library Services to Expand Access to Yavapai College Services - RECEIPT, DISCUSSION AND/OR DECISION (refer to Board agenda, pgs. 28-33)

For consideration for approval of the intergovernmental agreement (IGA) between Yavapai College (YC) and the Town of Camp Verde, by and through the Camp Verde Community Library for library services to expand access to Yavapai College services and support areas of Yavapai County where YC does not have an existing facility. YC will provide computer resources and informational materials pursuant to the terms and conditions. The Camp Verde Library will check out YC computer equipment for on-premise use, display YC informational materials, and other provisions pursuant to the IGA. The IGA will commence on the date of final signature by the Parties and continue for one year and thereafter automatically renew each year for up to four (4) additional one (1) year periods.

12. INFORMATION - HEADING - CONTINUED

- 13. Information from the President to Include: Vice President for Community Relations; 2017
 Commencement Ceremonies; Faculty Summer Institute; Government Finance Officers Association
 Certificate of Achievement; Verde Valley Campus Update; Yavapai Combined Trust Quarterly
 Report; YCSA Update; College Highlights; Facilities Management News; and Other Related
 Information INFORMATION AND/OR DISCUSSION (refer to Board agenda, pgs. 35-82)
 Dr. Penny Wills reported on the following topics with discussion from the Board:
 - Mr. Rodney Jenkins has been named Vice President for Community Relations, and will report on June 30, 2017.
 - 2017 Commencement Ceremonies were held on May 5 at Verde Valley Campus and May 6 at the Prescott Campus.
 - Faculty Summer Institute is being held today, May 9, and tomorrow, May 10 at the Community Room on the Prescott Campus.
 - Government Finance Officers Association (GFOA) Certificate of Achievement Yavapai College's annual financial report for FY16 has been awarded this Certificate for the 17th year in a row. This award represents a significant accomplishment by a government and its management.
 - Dr. James Perey has received the ACTEAZ Career and Technical Education Post-Secondary Teacher of the Year.
 - Verde Valley Campus Update Dr. James Perey, Executive Dean/Campus Executive Officer for Verde Valley Campus and Director of University/Governmental Relations, reported the Sedona Center renovation is on track for completion in July and will make arrangements for the Board to tour the facilities upon completion. The College is preparing to begin construction at the Red Rock Sedona High School Performing Arts Center on the sprung floor. The last acre at the College vineyard was planted during Plant a Vine on April 29, 2017. The Verde Valley Campus is currently preparing for College for Kids, working on a new IGA with VACTE, and designing a medical assistants program that will be brought to the Verde Valley Campus in the Fall semester.
 - Yavapai Combined Trust Quarterly Report Attached Information Only
 - Yavapai College Staff Association Update Attached Information Only
 - College Highlights Attached Information Only
 - Facilities Management News Attached Information Only
 - Yavapai College Small Business Development Center has been awarded the 2017 Center of Excellence and Innovation winner.
 - Announced that Professor Joan Fisher completed her doctorate degree during the Spring 2017 term.
- 14. Information from Instruction and Student Development to Include: Faculty Senate; College Honors Program; Adjunct Faculty Newsletter; and Other Related Information INFORMATION AND/OR DISCUSSION (refer to Board agenda, pgs. 83-95)
 - Dr. Ron Liss, Vice President for Instruction and Student Development, presented an update on the following:
 - Faculty Senate Update Dr. Selina Bliss reported the last Senate meeting for this term was held last week. Faculty focus for FY18 will include shared governance research and possible survey. Matt Pearcy will speak at Convocation regarding shared governance. Faculty also plan to address faculty handbook, workload process, quality matters, professional development, organizational changes, committee chair activities, and faculty mentoring programs.
 - College Honors Program (CHP) Jason Whitesitt, Program Director, and students, Killian Hays George and Louisa Brill provided a recap of the CHP's mission, service, learning, and activities.
 - Adjunct Faculty Newsletter Attached Information Only
 - Related Information

15. SHORT RECESS - PROCEDURAL

Meeting recessed at 2:06 p.m.; reconvened at 2:20 p.m.

16. POLICY - HEADING

17. Consideration to Authorize the Sale of the Prescott Valley Library Condominium to the Town of Prescott Valley - INFORMATION, DISCUSSION, AND/OR DECISION

The Board will consider authorizing the College to negotiate and execute the sale of the Joint Property located at the Prescott Valley Library per the terms and conditions of the Intergovernmental Agreement (IGA) Joint Facility Condominium between the Town of Prescott Valley and Yavapai County Community College District. The IGA was approved and executed by the Board on April 10, 2007 (Resolution 2007-04). Member McCarver moved, seconded by Member Irwin, to authorize the College to negotiate and execute the sale of the Prescott Valley Library Condominium to the Town of Prescott Valley. Motion carried with 4 yes votes; 1 no vote from Member McCasland.

18. MONITORING REPORTS - HEADING

19. Receipt of President's Monitoring Report - Executive Limitation 2.0- MONITORING, DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 98-103)

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

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

20. BOARD EDUCATION - HEADING

21. Focus Study: Access for the Underserved Students/Populations - INFORMATION AND DISCUSSION

The 2016-2017 Ownership Linkage and Board Education is focused on a study of access for the underserved lower socioeconomic populations. Mr. Steve King, Assistant Superintendent, Cottonwood-Oak Creek School District, led a discussion about the underserved lower socioeconomic populations of Yavapai County.

22. OWNERSHIP LINKAGE - HEADING

- 23. Reports from Board Liaisons Board Spokesperson; Arizona Association for District Governing Boards (AADGB); and Yavapai College Foundation INFORMATION, AND/OR DISCUSSION
 - Board Spokesperson no report.
 - Arizona Association for District Governing Boards (AADGB) Member McCasland reported the next AADGB meeting will be June 9, 2017 and include additional discussion/planning for the Governance Institute for Student Success (GISS) to be held Fall 2017.
 - Yavapai College Foundation Dr. Patricia McCarver reported the next meeting, Annual Meeting, is May 10, 2017.

24. OTHER INFORMATION - HEADING

25. District Governing Board Dates and Places of Future Meetings - DISCUSSION AND/OR DECISION (refer to Board agenda, pgs. 106-108)

The Board requested the Retreat will be held on September 11, 2017 from 9 a.m. to 4 p.m. Topics will include:

- Ownership Linkage Plan for Current FY2017 and Proposed FY2018
- Review of Executive Limitations
- Review of Ends Statements Visionary planning
- Annual Calendar

26. MONITORING REPORT - HEADING (CONTINUED)

27. Board Meeting Evaluation (Monthly) - DISCUSSION, AND/OR DECISION (refer to Board agenda, pgs. 109-110)

During the April 18, 2017 District Governing Board meeting, the Board requested the new monthly evaluation form and process be implemented at the May Board meeting. Staff provided instructions to complete the evaluation online or paper form. Chair Sigafoos requested the Board complete the evaluation during this time of the meeting.

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

Pursuant to A.R.S. §38-431.03(A)(1), Review and consideration of President Wills' annual evaluation, compensation, and employment agreement (the employee has been notified in writing). Member Irwin moved, seconded by Member McCarver, to convene into Executive Session pursuant to

Arizona Revised Statutes §38-431.03(A)(1) for the review of the President's Annual Evaluation, Compensation, and Employment Agreement. Motion carried unanimously.

Executive Session convened at 3:14 p.m.

Executive Session recessed at 4:26 p.m.; Regular session reconvened at 4:28 p.m.

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

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

Member Irwin moved, seconded by Member Harris, that based on the Board's evaluations and discussions regarding Dr. Wills' performance during the past fiscal year, the Board agrees to extend the President's employment agreement for one (1) year (2020). Motion carried 4 yes votes; 1 no vote from Member McCasland.

Member Irwin moved, seconded by Member McCarver, that the terms of the amended contract should also include a compensation increase equal to \$5,000 (approximately 1.97%) in base salary, with the expense account and other benefit provisions to remain as set forth in the current contract. The Board also authorizes Chair Sigafoos to work with legal counsel to prepare the necessary contract amendment to reflect the Board's decision, and to update the contract to comply with Arizona statutes and laws. Motion carried 4 yes votes; 1 no vote from Member McCasland.

30. ADJOURNMENT OF REGULAR MEETING - PROCEDURAL

Member McCarver moved, seconded by Member Harris, to adjourn the meeting. Motion carried unanimously. Regular meeting adjourned at 4:33 p.m.

Respectfully submitted:

/S/	Date: <u>June 13, 2017</u>
Ms. Karen Jones. Recording Secretary	- -

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

Presenter: Steve Irwin Start Time: 1:04 PM Item No: 6

Proposed By: Steve Irwin **Time Req**: 2

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

Description: Adoption of Agenda - DECISION

Details:

Attachments : No Attachments

Presenter: Steve Irwin Start Time: 1:06 PM Item No: 7

Proposed By: Steve Irwin **Time Req**: 0

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

Description: OWNERSHIP LINKAGE - HEADING

Details:

Attachments:
No Attachments

Presenter: Steve Irwin Start Time: 1:06 PM Item No: 8

Proposed By : Steve Irwin **Time Req :** 10

Proposed: 12/8/2016 **Item Type**: Procedure Item

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

Attachments:

No Attachments

Presenter: Steve Irwin Start Time: 1:16 PM Item No: 9

Proposed By : Steve Irwin **Time Reg :** 0

Proposed: 5/5/2017 **Item Type**: Heading

Policy No.	Description	Ref No
3.4	To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration 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: Steve Irwin Start Time: 1:16 PM Item No: 10

Proposed By : Steve Irwin **Time Req :** 10

Proposed: 12/8/2016 **Item Type**: Procedure 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.	

Description: May 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 May 9, 2017 meeting, the Board completed the assessment for that meeting and staff compiled the results. Board members McCarver and Harris will lead the discussion.

Attachments:

Title	Created	Filename
May Monthly Eval Compilation.pdf	May 16, 2017	May Monthly Eval Compilation.pdf

Yavapai College District Governing Board Board Meeting Self-Evaluation (Monthly)

Compilation for Month of: May

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

Yes	No	BEHAVIORS NEEDING IMPROVEMENT
3	2	Board focused on administrative/internal operations
		McCasland: We need to set the direction for the college, not just approve administrative proposals.
	5	Board involved in making decisions in areas already delegated to CEO
1	4	Decisions without considering ownership input, or led by a few vocal owners
		McCasland: We are not listening to our ownership input.
1	4	Decisions without whole Board input, or led by a few vocal members
1	4	Board automatically approving decisions of individuals or committees without due consideration McCasland: There are no questions and no discussion of the issues from a majority of the board.
	5	Board focused on present and/or past
	5	Board making reactive decisions rather than pro-active decisions

Other Comments:

Sigafoos: Required to approve budget by law which is by definition administrative.

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- Pr	oficient	Brief comment of specific examples to
	1	2	3	support your response
The Board operates as a unit and honors Board decisions.		5		
The Board's behavior demonstrates that its constituency is the entire county.	2	3		Irwin: I still hear VV specifics and would like to hear district as a whole. McCasland: Our present budget focuses a majority of the funding to projects on the western portion of the county.
Board members operate ethically and without conflicts of interest.		3	2	
Board decisions are made with the goal of supporting student learning and student success.	1	1	3	McCarver: Discussion related to underserved populations. Harris: To this end, it is encouraging to see the various supports and opportunities for students across the county and seeking financial, social, and emotional supports in addition to the academic efforts.

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

Irwin: Become better educated as to the needs of the whole district.

McCarver: Provide some rationale for decisions so that we can all understand when there is disagreement.

Harris: To continue to learn, question and grow in improving our work as a board.

McCasland: Participate in discussions of matters on which we vote.

Presenter: Steve Irwin Start Time: 1:26 PM Item No: 11

Proposed By : Steve Irwin **Time Req :** 0

Proposed: 12/8/2016 Item Type: Heading

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

Description: CONSENT AGENDA - HEADING

Details:

Attachments: No Attachments

Presenter: Steve Irwin Start Time: 1:26 PM Item No: 12

Proposed By: Steve Irwin Time Req: 1

Proposed: 12/8/2016 Item Type: Consent Item

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

Description: Receipt of Report on Revenues and Expenditures - May 2017 - RECEIPT,

DISCUSSION, AND/OR DECISION

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

District Budget

District Governing Board Detail Budget Report Expenditures - May 2017

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

The report of Revenue and Expenditures for the eleventh month of FY 2016-2017 ending May 31, 2017 is attached. Expenditures are reported on the modified accrual basis of accounting.

Attachments:

Title	Created	Filename
Financial Update - May in June.pdf	Jun 08, 2017	Financial Update - May in June.pdf
YCFS May 2017 - Gov Brd Budget Report.pdf	Jun 08, 2017	YCFS May 2017 - Gov Brd Budget Report.pdf
YCFS May 2017_Summary.pdf	Jun 08, 2017	YCFS May 2017_Summary.pdf

YAVAPAI COLLEGE

FINANCIAL UPDATE

May 2017

FY2015-2016 Close and Audit

- The year-end close for FY2015-2016 was completed in November 2016.
- The auditors began their field work on October 17, 2016. The audit report (Comprehensive Annual Financial Report) was issued in mid-December 2016 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 FY2015-2016 was presented to the Board in February 2017.

FY 2016-2017 Budget

General Fund

- Total property taxes collected have historically been approximately .4% less than the levy. We expect this trend to continue.
- Tuition and fees is projected to come in below budget for the fiscal year based upon lower fall 2016 and spring 2017 enrollment. This shortfall will be covered by the tuition and fees contingency budget.
- Expenditures are expected to come in under budget for the fiscal year due to vacancy savings, unused non-labor budgets and unused contingency budgets.

Auxiliary Fund

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

• Total Auxiliary Enterprises is projected to have a small deficit for the fiscal year due to higher than budgeted expenses for Community Events.

<u>Unexpended Plant Fund</u>

• The Unexpended Plant Fund currently has a large deficit due to a significant amount of Preventative Maintenance and Capital Improvement Projects (CIP) being encumbered for the fiscal year.

For the fiscal year ended June 30, 2017, the Unexpended Plant Fund is projected to have a deficit due to the scope of the Prescott Valley building expansion and Sedona Center remodel projects being increased, as approved by the DGB on September 13, 2016.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT REPORT OF EXPENDITURES

For the Month Ended May 31, 2017 - 91.7% of the Fiscal Year Complete Fiscal Year 2016-2017

District Governing Board

Fiscal Year 2016-17 Budget:							m 1	\$ 170,168
		Year-to-Date Expenditures					Total enditures/	
	Purpose							Encumbrances
EXPENDITURES (note 1):	- mpoor				8			
Salary Expenses	Staff Support	\$	35,930	\$	3,396	\$	39,326	
Association of Community College Trustees	Membership Dues/Consulting		10,813		-		10,813	
Az Association of District Governing Boards	Membership Dues		1,000		-		1,000	
Connie Harris	Travel		130		-		130	
Deborah McCasland	Travel		3,131		-		3,131	
EMI Print Works	Printing Services		280		-		280	
Gotprint	Printing Services		919		-		919	
HF Group LLC	Binding		740		760		1,500	
IPGA	Dues & Conference		4,635		-		4,635	
Karen Jones	Travel		209		-		209	
Osborn Maledon PA	Legal Counsel		23,988		13,512		37,500	
Ourboardroom Technologies	Software Maintenance		12,500		-		12,500	
Penelope Wills	Travel		471		-		471	
Prescott Resort	Workshop/Food		436		-		436	
Ray Sigafoos	Travel		368		-		368	
Sodexo Inc.	Food Supplies		2,452		2,548		5,000	
Steve Walker	Travel		250		-		250	
The Governance Coach	Consulting		4,615		-		4,615	
Supplies/Other	Various Vendors		1,224		-		1,224	
VVTV	Board Meeting Broadcasts		2,135		1,000		3,135	
Yavapai County Elections	Board Elections		38,405		-		38,405	
YC Printing Services	Printing		1,567		-		1,567	
								167,414
Verde Valley DGB Advisory Committee								
Osborn Maledon PA	Legal Counsel		435		-		435	
								435
Remaining Budget - May 31, 2017								\$ 2,319

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

REPORT OF REVENUES AND EXPENDITURES

For the Month Ended May 31, 2017 - 91.7% of the Fiscal Year Complete

Fiscal Year 2016-2017

SUMMARY - ALL FUNDS

	Year-to-Date Revenues				Year-to-Date Revenues	Budget	Percent of Budget
REVENUES: General Fund	¢ 40.425.012				¢ 40.425.042	¢ 42.611.000	02.70/
Restricted Fund	\$ 40,435,012 12,315,066				\$ 40,435,012 12,315,066	\$ 43,611,000 14,275,400	92.7% 86.3%
Auxiliary Fund	3,991,441				3,991,441	4,300,900	92.8%
•	, ,					, ,	94.1%
Unexpended Plant Fund Debt Service Fund	10,962,630 6,322,186				10,962,630 6,322,186	11,648,400 6,896,000	94.1%
TOTALS	74,026,335				74,026,335	80,731,700	91.7%
TOTALS	74,020,333				74,020,333	00,731,700	91.770
		Year-to-Date Expenditures	Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	Budget	Percent of Actual and Non- Labor Encumbrances to Budget
EXPENDITURES (note 1): General Fund		\$ 36,955,157	\$ 2,451,998	\$ 1,621,310	\$ 37,785,845	\$ 43,611,000	86.6%
Restricted Fund		12,219,365	200,663	108,696	12,311,332	14,275,400	86.2%
Auxiliary Fund		3,847,478	227,094	111,097	3,963,475	4,300,900	92.2%
Unexpended Plant Fund		10,084,612	5,386,349	111,097	15,470,961	11,648,400	132.8%
Debt Service Fund		638,129	5,682,153	-	6,320,282	6,896,000	91.7%
TOTALS		63,744,741	13,948,257	1,841,103	75,851,895	80,731,700	94.0%
SURPLUS/(DEFICIT)					(1,825,560)		

COMMENTS:

Through the eleventh month, 94.0% of budget has been committed (excluding labor encumbrances) compared to 91.7% of revenues received.

The budget currently has a deficit of \$1,825,560 which is due to the Plant Fund (see page 5 for further details).

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

REPORT OF REVENUES AND EXPENDITURES

For the Month Ended May 31, 2017 - 91.7% of the Fiscal Year Complete

Fiscal Year 2016-2017

GENERAL FUND

	Year-to-Date Revenues]	Total Revenues		16/17 udget	Percent of Budget	 FY 16/17 Estimate	E	udget to stimate ariance
REVENUES:												
Primary Property Taxes	\$ 31,501,712				\$	31,501,712	\$ 3	4,538,200	91.2%	\$ 34,538,200	\$	-
Primary Property Taxes - Contingency	(137,500)					(137,500)		(150,000)	91.7%	(142,500)		7,500
Tuition and Fees	10,496,152					10,496,152	1	0,751,000	97.6%	10,550,000		(201,000)
Tuition and Fees - Contingency	(504,167)					(504,167)		(550,000)	91.7%	(201,000)		349,000
State Appropriations	800,200					800,200		800,000	100.0%	800,000		-
Other Revenues	329,721					329,721		442,900	74.4%	382,400		(60,500)
Interest Income	35,319					35,319		55,000	64.2%	45,000		(10,000)
Fund Balance Applied to Budget	1,897,500					1,897,500		2,070,000	91.7%	2,070,000		-
General Fund Transfer Out	(3,983,925)					(3,983,925)	(4,346,100)	91.7%	(4,346,100)		-
TOTAL REVENUES	40,435,012					40,435,012	43	,611,000	92.7%	43,696,000		85,000
		Year-to-Date Expenditures	Total Encumbered Obligations	abor nbrances	and	Total spenditures d Non-Labor cumbrances		16/17 udget	Percent of Actual and Non- Labor Encumbrances to Budget	FY 16/17 Budget	E	udget to stimate ariance
EXPENDITURES (note 1):				 				<u>.</u>				
Instruction		\$ 15,505,916	\$ 375,547	\$ 260,610	\$	15,620,853		7,516,000	89.2%	\$ 17,165,695	\$	(350,300)
Academic Support		3,836,768	327,882	255,248		3,909,402		4,745,000	82.4%	4,507,700		(237,300)
Institutional Support		7,429,077	954,066	514,854		7,868,289		8,775,000	89.7%	8,643,400		(131,600)
Student Services		4,032,395	369,737	302,633		4,099,499		5,021,000	81.6%	4,769,900		(251,100)
Operation/Maintenance of Plant		5,222,063	416,793	286,657		5,352,199		6,270,000	85.4%	6,144,600		(125,400)

1,308

1,621,310

825,963

109,640

37,785,845

2,649,167

878,000

156,000

250,000

43,611,000

94.1%

70.3%

0.0%

86.6%

819,298

109,640

36,955,157

6,665

1,308

2,451,998

COMMENTS:

Scholarships

Public Service

TOTAL EXPENDITURES

SURPLUS/(DEFICIT)

Prop 301 Contingency

Fourth quarter State Aid was received in April 2017.

The Budget currently has a surplus of \$2,649,167.

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

878,000

124,700

42,233,995

(31,300)

(250,000)

(1,377,000)

REPORT OF REVENUES AND EXPENDITURES

For the Month Ended May 31, 2017 - 91.7% of the Fiscal Year Complete

Fiscal Year 2016-2017

RESTRICTED FUND

	Year-to-Date Revenues	_	Total Revenues Budget		Percent of Budget
REVENUES:					
Federal Grants and Contracts	\$ 9,524,214	\$	9,524,214	\$ 11,805,000	80.7%
State Grants and Contracts	156,881		156,881	211,000	74.4%
Private Gifts, Grants and Contracts	764,389		764,389	783,000	97.6%
Proposition 301 Funds	650,139		650,139	675,000	96.3%
State Appropriation - STEM Workforce	774,400		774,400	774,400	100.0%
Fund Balance Applied to Budget	27,000		27,000	27,000	100.0%
Reimbursement Due	418,043		418,043	N/A	N/A
TOTAL REVENUES	12,315,066		12,315,066	14,275,400	86.3%

		Year-to-Date Expenditures	Enc	Total umbered ligations	Labor ımbrances	Total enditures and Non-Labor cumbrances	Budget	Percent of Actual and Non- Labor Encumbrances to Budget
EXPENDITURES (note 1):	•							
Instruction		\$ 2,673,173	\$	126,753	\$ 36,679	\$ 2,763,247	\$ 2,814,600	98.2%
Academic Support		-		-	-	-	2,000	0.0%
Student Services		1,053,787		69,854	67,961	1,055,680	1,144,200	92.3%
Scholarships		8,380,648		-	-	8,380,648	10,202,600	82.1%
Public Service		111,757		4,056	4,056	111,757	112,000	99.8%
TOTAL EXPENDITURES		12,219,365		200,663	108,696	12,311,332	 14,275,400	86.2%
SURPLUS/(DEFICIT)						\$ 3,734		

COMMENTS:

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

Fourth quarter STEM Workforce appropriation was received in April 2017.

The Budget currently has a surplus of \$3,734.

 $\textbf{Note 1:} \ \ \textbf{Expenditures reported on the modified accrual basis of accounting.}$

REPORT OF REVENUES AND EXPENDITURES

For the Month Ended May 31, 2017 - 91.7% of the Fiscal Year Complete

Fiscal Year 2016-2017

AUXILIARY FUND

Total

FY 16/17

Percent of

	Revenues				Revenues	Budget	Budget	Estimate	Variance	
REVENUES:										
Auxiliary Enterprises										
Residence Halls and Summer Conferences	\$ 1,209,622				\$ 1,209,622	\$ 1,182,400	102.3%	\$ 1,212,000	\$ 29,600	
Bookstore Rental and Commissions	164,562				164,562	210,000	78.4%	192,000	(18,000)	
Food Services Sales	30,537				30,537	33,000	92.5%	32,400	(600)	
Vending	36,283				36,283	35,000	103.7%	40,000	5,000	
Edventures	358,009				358,009	310,000	115.5%	355,000	45,000	
Winery - Tasting Room	91,078				91,078	75,000	121.4%	90,000	15,000	
Family Enrichment Center	503,567				503,567	582,300	86.5%	582,300	-	
Public Services										
Community Events	452,863				452,863	479,000	94.5%	468,000	(11,000)	
Regional Economic Development Center - Training	64,035				64,035	55,000	116.4%	65,000	10,000	
Other Revenues										
Yavapai College Foundation	284,804				284,804	410,000	69.5%	360,000	(50,000)	
Other	333,256				333,256	324,300	102.8%	348,300	24,000	
Fund Balance Applied to Budget	-				-	100,000	0.0%	100,000	-	
General Fund Transfer In	830,958				830,958	906,500	91.7%	906,500	-	
Auxiliary Fund Transfer Out	(368,133)				(368,133)	(401,600)	91.7%	(401,600)	-	
TOTAL REVENUES	3,991,441				3,991,441	4,300,900	92.8%	4,349,900	49,000	
					Total		Percent of Actual and Non-			
			Total		Expenditures		Labor		Budget to	
		Year-to-Date	Encumbered	Labor	and Non-Labor	FY 16/17	Encumbrances	FY 16/17	Estimate	
		Expenditures	Obligations	Encumbrances	Encumbrances	Budget	to Budget	Estimate	Variance	
EXPENDITURES (note 1):										
Instruction		\$ 130,207	\$ 32,428	\$ -	\$ 162,635	\$ 171,900	94.6%	\$ 171,900	\$ -	
Student Services		573,570	43,534	34,491	582,613	616,000	94.6%	616,000	· -	
Auxiliary Enterprises		1,168,440	54,276	36,596	1,186,120	1,528,700	77.6%	1,429,700	(99,000)	
Public Service		943,166	96,856	40,010	1,000,012	819,000	122.1%	1,060,000	241,000	
Facilities & Administrative Allocation Expense		1,032,095	70,030		1,032,095	1,065,300	96.9%	1,090,300	25,000	
Contingency		1,002,000	_	_	1,002,075	100,000	0.0%	1,070,500	(100,000)	
TOTAL EXPENDITURES		3,847,478	227,094	111,097	3,963,475	4,300,900	92.2%	4,367,900	67,000	
TO THE BIT DIVIDO		5,017,170		111,077	5,705,175	1,500,700	72.2 70	1,557,700	07,000	
SURPLUS/(DEFICIT)					\$ 27,966	\$ -				

COMMENTS:

Edventures sales and related expenditures are ahead of budget due to the September 2016 Italy trip. Note, Edventures expenditures are part of Auxiliary Enterprises.

Year-to-Date

The Budget currently has a surplus of \$27,966.

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

Budget to

Estimate

FY 16/17

REPORT OF REVENUES AND EXPENDITURES

For the Month Ended May 31, 2017 - 91.7% of the Fiscal Year Complete

Fiscal Year 2016-2017

UNEXPENDED PLANT FUND

	Year-to-Date Revenues				Total Revenues	Budget	Percent of Budget
REVENUES:							
Primary Property Taxes	\$ 7,926,281				\$ 7,926,281	\$ 8,690,300	91.2%
Primary Property Taxes - Contingency	(41,250)				(41,250	(45,000)	91.7%
Yavapai College Foundation Donation	103,635				103,635	50,000	207.3%
Investment Income	36,380				36,380	15,000	242.5%
Other	19,484				19,484	20,000	97.4%
Fund Balance Applied to Budget	918,100				918,100	918,100	100.0%
General Fund Transfer In	2,000,000				2,000,000	2,000,000	100.0%
TOTAL REVENUES	10,962,630				10,962,630	11,648,400	94.1%
EVDENINITHINES (note 1).		Year-to-Date Expenditures	Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	Budget	Percent of Actual and Non- Labor Encumbrances to Budget
EXPENDITURES (note 1): Preventative Maintenance		\$ 1.967.399	\$ 1,623,995	\$ -	\$ 3,591,394	\$ 3,028,000	118.6%
Unplanned Maintenance		280,304	101,303	.	381,607		95.4%
Capital Improvement Projects		6.343.356	3,085,777	_	9.429.133	,	169.9%
Equipment		1,305,185	421,234	_	1,726,419	-,,	83.3%
Furniture and Fixtures		106,149	143,092	_	249,241		12.0%
Library Books		82,219	10,948	_	93,167	•	37.3%
Operating Contingency		-	-	_	-	250,000	0.0%
TOTAL EXPENDITURES		10,084,612	5,386,349	-	15,470,961		132.8%
SURPLUS/(DEFICIT)					(4,508,331	<u> </u>	

COMMENTS:

The Budget currently has a deficit of \$4,508,331 as a result of several significant Capital Improvement and Preventative Maintenance projects being encumbered for the fiscal year. The Plant Fund is expected to be in a deficit at year-end due to the scope of the Prescott Valley building expansion and Sedona Center remodel projects being increased, as approved by the DGB on September 13, 2016.

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

REPORT OF REVENUES AND EXPENDITURES

For the Month Ended May 31, 2017 - 91.7% of the Fiscal Year Complete

Fiscal Year 2016-2017

DEBT SERVICE FUND

	Year-to-Date Revenues	_					Ro	Total evenues	 Budget	Percent of Budget
REVENUES:										
Secondary Property Taxes	\$ 4,538,371						\$	4,538,371	\$ 4,974,800	91.2%
Secondary Property Taxes - Contingency)						(27,500)	(30,000)	91.7%
Investment Income	8,549							8,549	10,000	85.5%
General Fund Transfer In	1,334,633							1,334,633	1,439,600	92.7%
Auxiliary Fund Transfer In	368,133							368,133	401,600	91.7%
Fund Balance Applied to Budget	100,000	-						100,000	 100,000	100.0%
TOTAL REVENUES	6,322,186	_						6,322,186	 6,896,000	91.7%
			ar-to-Date penditures	Encumbered Obligations		lbor lbrances	and	Total enditures Non-Labor ımbrances	Budget	Percent of Actual and Non- Labor Encumbrances to Budget
EXPENDITURES (note 1):										
General Obligation Bonds										
Principal Payments		\$	-	\$ 3,937,083	\$	-	\$	3,937,083	\$ 4,295,000	91.7%
Interest Payments		_	378,375	315,358		-		693,733	756,800	91.7%
Pledged Revenue Obligations										
Principal Payments			-	939,583		-		939,583	1,025,000	91.7%
Interest Payments		_	207,278	172,772		-		380,050	414,600	91.7%
Revenue Bonds				275 000				275 000	200.000	01.70/
Principal Payments			-	275,000		-		275,000	300,000	91.7%
Interest Payments Bank Fees			50,776	42,357		-		93,133	101,600 3,000	91.7%
TOTAL EXPENDITURES		l —	1,700 638,129	5,682,153				1,700	 	56.7% 91.7%
IOTAL EXPENDITURES			038,149	5,084,153	-			6,320,282	 6,896,000	91./%
SURPLUS/(DEFICIT)								1,904	 	

COMMENTS:

Through the eleventh month, 91.7% of budget has been committed (excluding labor encumbrances) compared to 91.7% of revenues received.

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

Presenter: Steve Irwin Start Time: 1:27 PM Item No: 13

Proposed By : Steve Irwin **Time Req :** 2

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

Description: Receipt of the President's Monthly Monitoring Report - Executive

Limitations 2.3.1 - Budget Deviation - May 2017 - RECEIPT,

DISCUSSION, AND/OR DECISION

Details: For consideration of approval of the monthly monitoring report for

Executive Limitations 2.3.1 - Budget Deviation. The President shall not fail

to promptly inform the Board when there are materially significant

deviations from the budget.

Attachments:

Title	Created	Filename
Policy 2 3.1_May in June.pdf	Jun 08, 2017	Policy 2 3.1_May in June.pdf

Monitoring Report - Monthly Executive Limitations Policy 2.3.1 - Budget Deviations May 2017

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

President's Interpretation:

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

Supporting Evidence:

Source: Monthly Revenue and Expenditure

Financial Reports

General Fund



For the eleven months ended May 31, 2017, the General Fund has a surplus of \$2,649,000. This is primarily the result of tuition and fee revenues for the summer 2017 semester, vacancy savings, non-labor savings and unused contingency budgets.

For the fiscal year ended June 30, 2017, General Fund revenues are projected to be above budget by \$85,000 and expenditures are projected to be under budget by \$1,377,000, resulting in a net surplus of \$1,462,000 — a 3.3% positive variance.

Auxiliary Fund



For the eleven months ended May 31, 2017, the Auxiliary Fund has a small surplus of \$28,000.

For the fiscal year ended June 30, 2017, Auxiliary Fund revenues are projected to be above budget by 49,000 and expenditures are projected to be over budget by \$67,000, resulting in a net deficit of \$18,000.

Unexpended Plant Fund



For the eleven months ended May 31, 2017, the Unexpended Plant Fund has a large deficit of \$4,508,000 due to a significant amount of Preventative Maintenance and Capital Improvement Projects (CIP) being encumbered for the fiscal year.

For the fiscal year ended June 30, 2017, the Unexpended Plant Fund is projected to have a deficit due to the scope of the Prescott Valley building expansion and Sedona Center remodel projects being increased, as approved by the DGB on September 13, 2016.

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 May 31, 2017, the Restricted Fund has a small 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 eleven months ended May 31, 2017, there were no variances from budget.

President's Conclusion:

I report compliance.

Policy 2.3.1 aligns with Ends Statement No. 1 – Yavapai College exists so communities within Yavapai County have access to and are equipped with the knowledge and skills to create a sustainable economic environment.

Presenter: Steve Irwin Start Time: 1:29 PM Item No: 14

Proposed By : Steve Irwin **Time Req :** 2

Proposed: 12/8/2016 Item Type: Consent Item

Policy No.	Description	Ref No
2.3.2	The President shall not allow the Current Fund Reserves to drop below seventeen percent (17%) or to exceed thirty-four percent (34%) of the Current Fund budget for more than a three-month continuous period without a realistic plan to bring the reserves within this range or specific Board authorization to remain outside the range.	694486
	The President shall not allow the Plant Fund Reserves to drop below \$1 million without specific Board authorization and a realistic recovery plan.	

Description: Receipt of the President's Monthly Monitoring Report - Executive

Limitations 2.3.2 - Reserves - May 2017 - RECEIPT, DISCUSSION,

AND/OR DECISION

Details: For consideration of approval of the monthly monitoring report for

Executive Limitations 2.3.2 - Reserves. The President shall not allow the Current Fund Reserves to drop seventeen percent (17%) or to exceed thirty-four percent (34%) of the Current Fund budget for more than a three-month continuous period without a realistic plan to bring the reserves within this range or specific Board authorization to remain outside the

range.

The President shall not allow the Plant Fund Reserves to drop below \$1 million without specific Board authorization and a realistic recovery plan.

Attachments:

Title	Created	Filename
Policy 2 3.2_May in June.pdf	Jun 08, 2017	Policy 2 3.2_May in June.pdf

Monitoring Report - Monthly Executive Limitations Policy 2.3.2 - Reserves May 2017

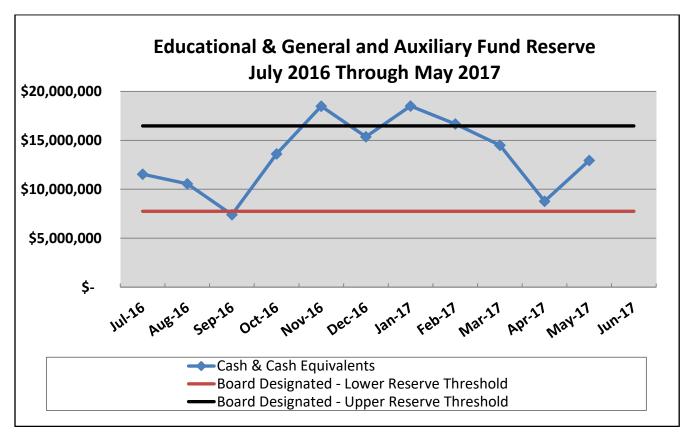
The President shall not allow the Current Fund Reserves to drop below seventeen percent (17%) or to exceed thirty-four percent (34%) of the Current Fund budget for more than a three-month continuous period without a realistic plan to bring the reserves within this range or specific Board authorization to remain outside the range. The President shall not allow the Plant Fund Reserves to drop below \$1 million without specific Board authorization and a realistic recovery plan.

President's Interpretation:

The Current Fund is a combination of the Operating Fund (Education and General) and the Auxiliary Fund. The budgets for these funds also include contingencies reserves to address unforeseen circumstances and seasonal revenues fluctuation. If the administration needs to adjust the Current Fund Reserves for more than a three-month period, either above or below the Board's range/or the Plant Fund Reserves below \$1 million, the college must seek Board approval. In the adjustment request, the administration must include a realistic plan to bring the reserves within the range or specific Board authorization to remain outside the range.

Supporting Evidence:

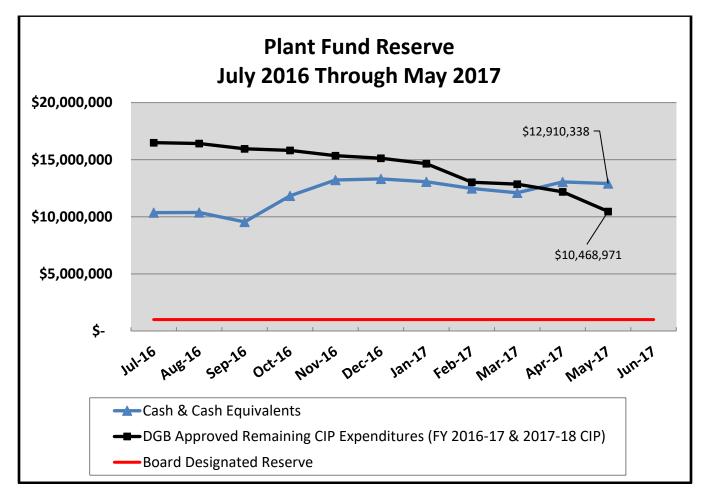




For the period July 1, 2016, through May 31, 2017, Current Fund reserves have been in compliance with the above executive limitation.

Source: Banner Finance





For the period July 1, 2016, through May 31, 2017, Plant Fund reserves have exceeded the **Governing Board's** designated reserve and are above the amount of monies needed to cover the next thirteen months of CIP that have been approved by the DGB.

President's Conclusion:

I report compliance.

Executive Limitation 2.3.2 aligns with Ends Statement No. 1 – Yavapai College exists so communities within Yavapai County have access to and are equipped with the knowledge and skills to create a sustainable economic environment.

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

Presenter: Steve Irwin Start Time: 1:31 PM Item No: 15

Proposed By : Steve Irwin **Time Req :** 2

Proposed: 4/28/2017 Item Type: Consent Item

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

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 for Approval of the Intergovernmental Agreement

Between the City of Prescott and Yavapai College, to have the City's Chief

of Police assign a Sergeant to supervise Northern Arizona Regional

Training Academy (NARTA) at the College. The term of the agreement is

18 months ending December 31, 2018.

Attachments:

Title	Created	Filename
NARTA IGA.pdf	Jun 01, 2017	NARTA IGA.pdf
Prescott NARTA Resolution.pdf	Jun 01, 2017	Prescott NARTA Resolution.pdf

INTERGOVERNMENTAL AGREEMENT NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA) SERGEANT

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

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

W/TNESSETH:

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

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

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

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

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

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

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

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

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

Section 2. PURPOSE. The purpose of this Agreement is to set forth the duties and responsibilities of the parties and to formalize the routine appointment by the City of a Palices of 145 Sergeant to supervise NARTA at the College, in return for the College paying the cost of the

<u>Section 3.</u> PERFORMANCE. The performance commitments of the respective parties are as follows:

The City shall-

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

The College shall:

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

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

- (d) provide to the Sergeant the adjunct faculty benefit of tuition reimbursement for up to 6 credit hours for each family member, as provided under College policies.
- (e) provide a Program Coordinator to liaise with the Sergeant to ensure that the NARTA program is carried out effectively and efficiently.

PAG

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

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

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

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

Section 6. INDEMNIFICATION. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'idemnitee') 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 Statues.

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

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

1100 E. Sheldon Street Prescott, Arizona 86301

City:

Police Chief, Prescott Police

Department

222 South Marina Street Prescott, AZ 86303

<u>Section 9.</u> 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.

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

<u>Section 12, DISPOSITION OF PROPERTY.</u> 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.

<u>Section 13.</u> 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.

<u>Section 14.</u> 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.

	corporation of Arizona, (City)
ATTEST:	Hon. Harry Oberg, Mayor
Dana R. DeLong, City Clerk	-
determined that it is in proper form and is under the laws of Arizona. Jon Paladini, City Attorney Marriters Popracky, Esq., for	ement has been submitted to me as Prescott City cution, pursuant to ARS §11-952(0), and I have is within the powers and authority granted to the City
State	APAI COLLEGE, a community college district of the of Arizona, (College)
Mr. Ray Sigafoos, District Governing	Board Chair
ATTEST:	
	*
Karen Jones, Executive Assistant	
determined that it is in proper form and is under the laws of Arizona.	Havapar Collegenent has been submitted to me as Prescott City tion, pursuant to ARS §11-952(0), and I have within the powers and authority granted to the City College
Jeff famell for C. Benson H	Attorney .

RESOLUTION NO. 4381-1590

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT (CITY CONTRACT NO. 2017-292) FOR THE ASSIGNMENT OF A CITY POLICE SERGEANT TO ACT AS SUPERVISOR FOR THE NORTHERN ARIZONA REGIONAL TRAINING ACADEMY; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

RECITALS:

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 of Prescott, a municipal corporation of the State of Arizona ("City"), Yavapai County, the Town of Chino Valley, Yavapai County Community College ("College"), and other jurisdictions authorized to employ peace officers, have established the Northern Arizona Regional Training Academy (NARTA), a peace officer training academy approved by the AZ POST, at the College; and

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

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

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

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

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

WHEREAS, it is in the best interests of the City to enter into an IGA with the College for the provision assigning a City Police Sergeant as full-time supervisor of NARTA.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT the City of Prescott hereby approves the IGA (City Contract No. 2017-292) between the City and the College, attached hereto as Exhibit "A," and made a part hereof.

SECTION 2. THAT the Mayor and staff are hereby authorized to execute the attached IGA (City Contract No.2017-292) and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 9th day of May, 2017.

ATTEST:

APPROVED AS TO FORM:

EXHIBIT A

Presenter: Steve Irwin Start Time: 1:33 PM Item No: 16

Proposed By : Steve Irwin **Time Req :** 2

Proposed: 4/28/2017 Item Type: Consent Item

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

Description : For Consideration for Approval of the Intergovernmental Agreement

Between Yavapai College and Yavapai County Free Library District for Library Services for Remote Learning Centers - RECEIPT, DISCUSSION,

AND/OR DECISION

Details : For consideration for approval of the intergovernmental agreement (IGA) between Yavapai College and the Yavapai County Free Library District

(YCFLD) to provide equipment/services for Remote Learning Centers. The College will provide informational materials related to Yavapai College programs and services and will provide support and services to current and future Yavapai College students at YCFLD locations or via remote technology. YCFLD will make meeting rooms or other space available to Yavapai College personnel at free or reduced rates and other terms per the IGA. The initial duration of the IGA is for one (1) year and will automatically renew for up to four (4) additional one (1) year periods

unless terminated with thirty (30) days written notice.

Attachments:

Title	Created	Filename		
IGA Yavapai County Library District.pdf	Jun 05, 2017	IGA Yavapai County Library District.pdf		

AGREEMENT FOR COMPUTER RESOURCES AND INFORMATIONAL MATERIALS BETWEEN YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT AND YAVAPAI COUNTY FREE LIBRARY DISTRICT

- 1. <u>Parties</u>. The Parties to this Agreement (this "Agreement") are Yavapai County Community College District (hereinafter "Yavapai College") and the Yavapai County Free Library District (hereinafter "YCFLD").
- 2. <u>Authority</u>. Yavapai College and YCFLD are authorized to enter into this Agreement pursuant to Provisions of A.R.S. §§15-1625(B)(2) and 15-1444(B)(4).
- 3. <u>Purpose</u>. The purpose of this Agreement is to expand access to Yavapai College services and support to areas of Yavapai County where Yavapai College does not have an existing facility. Yavapai College will provide computer resources (e.g. laptop computers) and informational materials to YCFLD and its library partners pursuant to the terms and conditions set forth in this Agreement.
- 4. <u>Duration</u>. This Agreement shall commence on July 1, 2017, and continue for a period of one (1) year. This Agreement shall renew automatically each year thereafter for up to four (4) additional one (1) year periods unless terminated with thirty (30) days written notice. Any Yavapai College computer equipment or materials must be released to Yavapai College by YCFLD within thirty (30) days after the termination date.
- 5. <u>Funding</u>. For the term of this Agreement, Yavapai College and YCFLD contemplate no exchange of funds.
- 6. <u>Disposition of Property</u>. The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by YCFLD shall be retained by YCFLD, and equipment furnished or purchased by Yavapai College shall be retained by Yavapai College.

7. Agreement Interpretation.

- 7.1 Governing Law. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona.
- 7.2 Implied Terms. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.
- 7.3 Relationship of Parties. Neither Party to this Agreement shall be deemed to be the employee or agent of the other Party to this Agreement.
- 7.4 Severability/Unenforceable Provisions. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of

- this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
- 7.5 Entire Agreement. This Agreement contains the entire, integrated Agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes all prior negotiations, representations, or Agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.
- 7.6 Parole Evidence. This Agreement is intended by the Parties as a final and complete expression of their Agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.
- 7.7 Waivers. A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
- 7.8 Headings and Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

8. Standard Terms.

- 8.1 Compliance with Law. The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including but not limited to environmental laws.
- 8.2 Inspection and Testing. The Parties agree to permit access, at reasonable times, to inspect their facilities and records.
- 8.3 Immigration Law Compliance. The Parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of

the foregoing warranty shall be deemed a material breach of the Agreement, and the Parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor, subcontractor or employee of either who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

- 8.4 Non-discrimination. The Parties shall comply with Governor's Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- 8.5 Non-appropriation of funds. The Parties recognize that the performance of both Parties may be dependent upon the appropriation of funds by each Party's governing, legislative authority. Should the Legislature in the case of Yavapai College or the YCFLD fail to appropriate the necessary funds or if either Party's applicable appropriation is reduced during the fiscal year, the Party that is subject to the reduced or eliminated funding may reduce the scope of this Agreement, if appropriate, or cancel this Agreement without further duty or obligation. Each Party agrees to notify the other Party as soon as reasonably possible after the unavailability of said funds comes to its attention
- 8.6 Conflict of Interest. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
- 8.7 **Arbitration.** In the event of a dispute under this Agreement, the Parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.
- 8.8 Waiver of Jury Trial. The Parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the Parties hereto waives any right to a trial by jury. In the event of litigation, the Parties hereby agree to submit to a trial before the Court.
- 8.9 Prohibition of Assignment of Rights and Responsibilities. Neither Party to this Agreement may assign its rights or responsibilities under this Agreement without the written consent of the other Party.
- 8.10 Amendments. Any amendments to this Agreement must be in writing and signed by authorized representatives of each Party.

- 8.11 **Electronic Signatures.** The Parties agree that any xerographically or electronically reproduced copy of this agreement will have the same legal force and effect as any copy bearing original signatures of the Parties.
- 8.12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document and a single instrument.
- 9. Notices. All notices under this Agreement must be in writing and sent to the appropriate person. Notices will be deemed properly given if sent by (1) personal delivery, (2) facsimile transmission, (3) first-class United States mail, postage prepaid, or (4) certified U.S. mail, postage prepaid, return receipt requested, addressed as follows:

YAVAPAI COLLEGE

YCFLD

Administrative
Patrick Burns
CIO
Yavapai College
100 E. Sheldon Street
Prescott, AZ 86301
patrick.burns@yc.edu

Administrative
Corey Christians
Director
Yavapai County Free Library District
1971 Commerce Center Circle, Suite D
Prescott, AZ 86301
corey.christians@yavapai.us

Contractual
Ryan Bouwhuis, Director
Purchasing & Contracting
Yavapai College
100 E. Sheldon Street
Prescott, AZ 86301
ryan.bouwhuis@yc.edu

Contractual
Corey Christians
Director
Yavapai County Free Library District
1971 Commerce Center Circle, Suite D
Prescott, AZ 86301
corey.christians@yavapai.us

Each Party may specify by notice to the others a different address for purposes of subsequent notices. Notice is effective on the date of actual receipt or three days after the date of mailing, whichever is earlier.

10. <u>Third Parties</u>. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Yavapai College or YCFLD. This Agreement is not intended to benefit any third party.

11. Insurance.

11.1 The Parties shall obtain and maintain at their own expense, during the entire term

of each Party's participation in this Agreement, insurance as specified in this Section 11.

- a. Commercial General Liability. Each party shall maintain commercial general liability insurance in the amount of \$2,000,000.00 combined, single limit Bodily Injury and Property damage.
- b. Commercial or Business Automobile Liability. Each party shall maintain commercial or business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- c. Worker's Compensation. Each party shall maintain worker's compensation coverage, including employees' liability coverage, as required by law.
- 12. Indemnification. To the extent permitted by law, each Party to this Agreement (as an "Indemnitor") shall indemnify, defend, and hold harmless every other Party (collectively the "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees, collectively "Claims"), arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section 12, the Parties to this Agreement that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Section 13 of this Agreement, including proportionate liability and proportionate payment of litigation fees, expenses and damages. The obligations under this Section 12 shall survive the termination of this Agreement.
- 13. <u>Joint Defense</u>. If the Parties are involved in a Claim or Claims and have a common interest in a coordinated defense in a lawsuit, then in the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit.
- 14. <u>Sovereign Immunity</u>. Nothing in this Agreement shall be construed as an express or implied waiver of the sovereign immunity of any party in any forum or jurisdiction.
- 15. <u>Termination</u>. Either Party may terminate this Agreement with thirty (30) days written notice. This Agreement is also subject to the cancellation provisions of A.R.S. § 38-511. Any termination of this Agreement shall not relieve either Party of responsibility for costs incurred prior to the effective date of the termination.
- 16. Responsibilities of Yavapai College.
 - 16.1 Computer Resources. Yavapai College grants computer resources to YCFLD

- (e.g. laptop computers) and is responsible for all costs, liabilities, and damages associated with its computer resources (e.g. laptop computers) granted to YCFLD, including, but not limited to, any damages caused by users to computer resources (e.g. laptop computers), and any damages the computer resources (e.g. laptop computers) cause YCFLD.
 - a. Yavapai College will service equipment, if requested, and/or replace equipment, if necessary.
 - b. Yavapai College will perform preventative maintenance as necessary.
 - c. Yavapai College will grant YCFLD technology staff administrative access to make any necessary modifications to operating systems or software to ensure compliance with YCFLD policies or procedure.
 - d. Yavapai College will document granted computer resources (i.e. equipment brand, model, serial number).
- 16.2 Informational Materials. Yavapai College will provide informational materials related to Yavapai College programs and services to be placed on YCFLD premises. Yavapai College will provide display racks if existing racks are not available.
- 16.3 **Support and Services.** Yavapai College will provide support and services to current Yavapai College students and future Yavapai College students either in-person at YCFLD location or via remote technology.
- 16.4 Meeting/Conference Room Requests. Yavapai College will provide YCFLD at least ten (10) days advance notice of a meeting/conference room request pending availability.

17. Responsibilities of YCFLD.

- 17.1 Checkout of Yavapai College Computer Resources. YCFLD will operate a check out process for on-premises use of Yavapai College computer resources and equipment (e.g. laptop computers).
 - a. Yavapai College students with valid college identification will be given priority access to Yavapai College computer equipment.
 - b. Yavapai College students will not have a time limit imposed on use of equipment during regular YCFLD hours.
 - c. Community members (library patrons) may utilize Yavapai College equipment, if available.

- d. YCFLD will notify Yavapai College if equipment is damaged, stolen, or needs maintenance.
- e. YCFLD will track computer equipment usage and make a best effort to protect equipment from damage or theft.
- f. YCFLD will document receipt of computer equipment (i.e. equipment brand, model, serial number).
- g. The use of any Yavapai College equipment made available for use pursuant to this agreement shall take place on the YCFLD's premise only and shall not be removed from the premises.
- 17.2 **Display of Yavapai College Informational Materials.** YCFLD will display Yavapai College informational materials in a common area, and YCFLD will notify Yavapai College if additional materials are needed.
- 17.3 YCFLD Meeting/Conference Rooms. YCFLD will make meeting/conference rooms or other space available to Yavapai College personnel (e.g. advisors, recruiters) at free or reduced rates, if possible.
- 17.4 Reasonable Care. YCFLD agrees to take reasonable care to prevent loss, damage or theft of Yavapai College equipment.

In Witness Hereof, to the extent permitted by law, the Parties sign this Agreement, as indicated by its authorized representatives signing below:

Yavapai County Community College District Governing Board Yavapai County Free Library District Board of Directors

	_	_
Raymond Sigafoos District Governing Board Chair	Board Chair	
-		
Date:	Date:	
Attorney Approval:	Attorney Approval:	
Attorney Approvat:	Attorney Approvar.	

The foregoing Agreement has been reviewed by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona. The foregoing Agreement has been reviewed by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Alan Bersey of	
Yavapai County Community College District Legal Counsel	Joy L. Biedermann Deputy Yavapai County Attorney
Date: 6/5/2017	Date:

Presenter: Steve Irwin Start Time: 1:35 PM Item No: 17

Proposed By : Steve Irwin **Time Req :** 2

Proposed: 12/8/2016 Item Type: Consent Item

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

Description: For Consideration of Approval of Public and Charter School Dual

Enrollment Intergovernmental Agreements with Yavapai Community College District - RECEIPT, DISCUSSION, AND/OR DECISION

Details: The attached Intergovernmental Agreement (IGA's) will enable Yavapai

College to provide Dual Enrollment Courses from July 1, 2017 through June 30, 2018, to eligible students for the following School Districts:

Ash Fork Joint Unified School District No. 31

Bagdad Unified School District No. 20

Camp Verde Unified School District No. 28

Chino Valley Unified School District No. 51

Humboldt Unified School District No. 22

Mayer Unified School District No. 43

Mingus Union High School District No. 4

Mountain Institute Joint Technology Education District No. 2

Northpoint Expeditionary Learning Academy

Prescott Unified School District No. 1

Sedona-Oak Creek Joint Unified School District No. 9

Seligman Unified School District No. 40

Tri-City College Preparatory High School

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

Attachments:

Title	Created	Filename
Dual Enrollment IGA Template for FY2017- 18.pdf	Jun 01, 2017	Dual Enrollment IGA Template for FY2017-18.pdf
Current Dual Enrollment Courses for 2017- 18.pdf	Jun 01, 2017	Current Dual Enrollment Courses for 2017-18.pdf

INTERGOVERNMENTAL AGREEMENT BETWEEN Yavapai Community College District AND

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. **DEFINITION**

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

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

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

3. EFFECTIVE DATE AND TERM

- A. This Agreement shall be effective:
 - i. After the governing boards of School District and College have approved it; and
 - ii. On the date that authorized representatives of both Parties have signed it ("Effective Date").
- B. The term of this Agreement shall be from the Effective Date through June 30, 2018 ("Term").

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

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

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

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

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

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

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

- D. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq*.
- E. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to twenty-five percent (25%) of the students enrolled for Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course which shall include a demonstration, by an examination of the specific purposes and requirements of the course, that freshman and sophomore students who meet the Dual Enrollment Course prerequisites are prepared to benefit from the college level course. College shall report all exceptions and the justification for each exception.
- F. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.
- G. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.
- H. For each student, College will assign an identification number to the student that shall correspond to or reference the Student Accountability Information System (SAIS) number assigned to the student. School District will provide College with the SAIS number for each student as provided in Section 5.1(G).

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

4.2 Instructors and Instruction

- A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.
- B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3 Assessment and Monitoring

- A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.
- B. College will involve full-time College faculty who teach a particular discipline in the selection, orientation, ongoing professional development and evaluation of School District faculty teaching Dual Enrollment Courses.
- C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the course outlines as necessary.

4.4 Policy and Procedure

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

4.5 Students with Disabilities

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

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

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

4.6 Reporting

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

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

- A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.
- B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.
- C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the polices, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.
- D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.
- E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(E) above.
- F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

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

5.2 Instructors and Instruction

- A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.
- B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.
- C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding ten (10) consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

5.3 Assessment and Monitoring

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

5.4 Policy and Procedure

- A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:
 - 1. has completed the necessary registration forms;
 - 2. has completed College assessment examinations, if required by College;
 - 3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
 - 4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
 - 5. is aware of the requirements for determination of in-state tuition.
- B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in the dual enrollment program for failure to follow College requirements.

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

5.5 Students with Disabilities

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

5.6 Reporting

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

5.7 Facilities and Funding

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

6. MUTUAL AGREEMENTS

6.1 Instructor

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

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

6.2 Student

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

6.3 Removal from Course

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

6.4 Schedule and Number of Students

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

6.5 Availability of Instructors

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

6.6 Guidelines

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

6.7 Rigor of Courses

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

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

7.1 Fees

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

7.2 Supplies

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

7.3 Tuition

- A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit A.
- B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth in Exhibit A. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.
- C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for instate tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of nineteen years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out of state tuition rates.

7.4 Billing Format

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

8. RECORDS

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

9. CONFIDENTIALITY

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

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

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

10.2 Risk to Health or Safety

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

10.3 No Relief from Obligations

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

10.4 Disposition of Property

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

11. RESPONSIBILITY

11.1 Conduct of Operations

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

11.2 Indemnification

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. NON-ASSIGNABILITY

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

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

16. ENTIRE AGREEMENT

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

17. INVALIDITY OF PART OF THE AGREEMENT

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

18. GOVERNING LAW

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

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

19. MEDIATION

Neither party may file a claim arising from this Agreement against the other without first participating in good faith mediation with a trained and impartial mediator. The parties shall share the expenses of mediation except that shared expenses shall not include the cost incurred by a party for representation by an attorney in connection with the mediation.

20. WAIVER OF CONFLICT

The parties to this Agreement are aware that the County Attorney's Office and private law firms may represent or have represented other parties to this Agreement in drafting, reviewing and approving this Agreement, or on other matters. By signing this Agreement, each party specifically acknowledges that it is aware of a potential conflict of interest and specifically waives any claim of a conflict of interest based upon legal counsel's representation of other parties to this Agreement.

21. 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: Purchasing and Contracting Dept. 1100 E. Sheldon Street Prescott, AZ 86301	
If to School District:	
COLLEGE	SCHOOL DISTRICT
Penelope H. Wills, Ph.D. President	By: Title:
Date	Date

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

By: Legal Counsel for College

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

By:_							
Le	egal	Counsel	for	School	Distric	et	

EXHIBIT A

FINANCIAL PROVISIONS

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

1.	Instructors shall be provided as follows: (Check the appropriate line) _X_ School District shall provide and pay all instructors. College shall provide and pay all instructors. Each party shall provide and pay for instructors as follows:
2.	PAYMENTS TO THE SCHOOL DISTRICT For each course for which the School District provides and pays for the instructor, the College shall pay the School District _zero_ Dollars (\$0) per credit hour for each properly enrolled student, capped at _zero_ Dollars (\$0) per credit hour for each course. (Indicate NA if there is no cap.) Invoices from the District to the College shall be based on College course rosters and include the information listed in Exhibit B of this Agreement.
3.	PAYMENTS OF TUITION AND FEES/COSTS TO THE COLLEGE TUITION: No tuition is charged for Dual Enrollment classes. College tuition in non-Dual Enrollment classes varies based on discipline for in-state students. The tuition rates range from eighty-three to one hundred seventy-seven Dollars (\$83 to \$177) 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-one to four hundred sixty Dollars (\$131 to \$460) 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 http://www.yc.edu/v5content/academics/tuition-fees-2017.htm for specific information about tuition rates).
	ADDITIONAL FEES AND/OR COSTS: Set out below are additional fees and costs and, for each, a designation as to whether the School District or student is responsible for payment of each fee or cost. Fees and Costs (Including special course fees; assessment costs, if any; etc.) For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. 1. There is a \$10 per credit hour cost for DustrictX Student Dual Enrollment classes.

Check the appropriate line:

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

COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

4.

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

- A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and
- B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

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

5. FINANCIAL AID

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

6. FORMAT OF INVOICES FROM COLLEGE FOR PAYMENTS FROM SCHOOL DISTRICT

The College shall send invoices to the School District to the attention and at the address listed below no later than sixty (60) days from the beginning date of each semester. Each invoice shall detail all payments due. Payments shall be due within thirty (30) days of receipt of an invoice.

Payments to be sent to the College: Invoices to be sent to the School District: Yavapai College (specify administrator and address)

Attn: Accounting Manager 1100 E. Sheldon Street Prescott, AZ 86301

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

\$0

Amount School District returned to College:

(Specify percentage or dollar amount)

\$0

EXHIBIT B

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

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

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

The following courses are also offered to freshmen and sophomore students:

The number of students admitted for any Dual Enrollment Course shall not exceed a maximum of TBD (listed below if applicable) students per section.

COLLEGE TITLE

COURSE CREDITS SEMESTER INSTRUCTOR MAX H.S. TITLE

Dual Enrollment Classes currently expected for 2017-18Note: Semester 1 is Fall, Semester 2 is Spring, and Semester 3 is a Year-long course.

Bagdad Unified School District #20

TITLE Introduction to Business	COURSE OBSA 131	CREDITS 3	SEMESTER 2	INSTRUCTOR Myers
Food Safety and Sanitation	CUL 100	1	1	Rose
Culinary Principles	CUL 101	4	1	Rose
Culinary Fundamentals: Hot Foods	CUL 102	4	2	Rose
Culinary Fundamentals: Breakfast & Garde Manger	CUL 103	4	1	Rose
Culinary Fundamentals: Baking & Pastry	CUL 104	4	2	Rose
College Mathematics	MAT 142	3	1	Diehl
Elementary Statistics	MAT 167	3	2	Diehl
Principles of Management	MGT 220	3	2	Myers
Oxyacetylene	WLD 130	4	2	Rotteger
Arc I	WLD 140	4	1	Rotteger
Arc II	WLD 145	4	2	Rotteger
Blueprint Reading	WLD 156	4	1	Rotteger
Gas Metal Arc Welding	WLD 210	4	1	Rotteger

Camp Verde Unified School District #28

TITLE Automotive Brakes	COURSE AUT 123	CREDITS 4	SEMESTER 1	INSTRUCTOR Tudor	MAX
Auto/Diesel Suspension & Steering	AUT 126	4	2	Tudor	
AUT 123 and 126 alternate with AU	T 108 and 1	109			
Food Safety and Sanitation	CUL 100	1	1	King	18
Culinary Principles	CUL 101	4	1	King	18
Culinary Fundamentals: Hot Foods	CUL 102	4	2	King	18
Culinary Fundamentals: Breakfast & Garde Manger	CUL 103	4	1	King	18
Culinary Fundamentals: Baking & Pastry	CUL 104	4	2	King	18
College Composition I	ENG 101	3	1	Lawrence	22

College Composition II	ENG 102	3	2	Lawrence	22
College Mathematics	MAT 142	3	1	Lewis	
Elementary Statistics	MAT 167	3	2	Lewis	
Precalculus	MAT 187	5	3	Andrews	
Calculus & Analytic Geometry I	MAT 220	5	1	Lewis	
Calculus & Analytic Geometry II	MAT 230	5	2	Lewis	

Chino Valley Unified School District #51

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Food Safety and Sanitation	CUL 100	1	1	Pehl	
Culinary Principles	CUL 101	4	1	Pehl	
Culinary Fundamentals: Hot Foods	CUL 102	4	2	Pehl	
Culinary Fundamentals: Breakfast & Garde Manger	CUL 103	4	1	Pehl	
Culinary Fundamentals: Baking & Pastry	CUL 104	4	2	Pehl	
College Composition I	ENG 101	3	1	Kingsley	22
College Composition II	ENG 102	3	2	Kingsley	22
College Mathematics	MAT 142	3	2	Isenberg	
College Algebra	MAT 152	3	1	Isenberg	
Precalculus	MAT 187	5	3	Isenberg	
Calculus and Analytic Geometry I	MAT 220	5	3	Isenberg	
Introduction to Viticulture	VEN 100	3	3	Reed	

Humboldt Unified School District #22

TITLE Nursing Assistant	COURSE AHS 114	CREDITS 5	SEMESTER 3	INSTRUCTOR Vallely	MAX 20
College Composition I	ENG 101	3	1	Leveron	22
College Composition I	ENG 101	3	1	Minarik	22
College Composition II	ENG 102	3	2	Leveron	22
College Composition II	ENG 102	3	2	Minarik	22
College Algebra	MAT 152	3	2	Larson	
Precalculus	MAT 187	5	3	Young	

Intermediate Spanish I	SPA 201	4	1	Van Oss
Intermediate Spanish II	SPA 202	4	2	Van Oss

Mayer Unified School District #43

TITLE Agribusiness Management	COURSE AGS 102	CREDITS 3	SEMESTER 1	INSTRUCTOR Dinges
Agricultural Mechanics	AGS 215	3	2	Dinges
Business Financial Applications	BSA 130	3	2	Burgess
Introduction to Business	BSA 131	3	3	Burgess
Microsoft Office	CSA 126	3	1	Burgess
Principles of Management	MGT 220	3	3	Burgess

Mingus Union High School District #4

TITLE	COURSE	CREDIT	S SEMESTER	INSTRUCTOR	MAX
Introduction to Animal Industry	AGS 120	4	1	Banuelos	
Aquaculture Science	AGS 261	4	2	Banuelos	
Auto/Diesel Preventative Maintenance	AUT 100	2	2	Hooton	
Engine Repair Technology	AUT 108	4	2	Hooton	
Auto/Diesel Electrical Systems	AUT 109	4	1	Hooton	
Automotive Brakes	AUT 123	4	1	Hooton	
Auto/Diesel Suspension & Steering	AUT 126	4	2	Hooton	
College Composition I	ENG 101	3	1	McKean	22
College Composition II	ENG 102	3	2	McKean	22
Animation Principles	FMA 100	3	1	Bane	
Production I	FMA 102	3	1	Bane	
Screenwriting I	FMA 103	3	2	Bane	
Stop Motion Animation	FMA 113	3	2	Bane	
College Algebra	MAT 152	3	2	Mahendran	
Precalculus	MAT 187	5	3	Mai	
Introduction to Viticulture	VEN 100	3	2	Banuelos	

Mountain Institute Joint Technology Education District #02

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Food Safety and Sanitation	CUL 100	1	1	Flannigan
Culinary Principles	CUL 101	4	1	Flannigan
Culinary Fundamentals: Hot Foods	CUL 102	4	2	Flannigan
Culinary Fundamentals: Breakfast & Garde Manger	CUL 103	4	1	Flannigan
Culinary Fundamentals: Baking & Pastry	CUL 104	4	2	Flannigan

Northpoint Expeditionary Learning Academy

TITLE	COURSE C	REDITS SI	EMESTER	INSTRUCTOR	MAX
College Composition I	ENG 101	3	1	Wood	22
College Composition II	ENG 102	3	2	Wood	22
Precalculus	MAT 187	5	3	Swenson	

Prescott Unified School District #1

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Auto/Diesel Preventative Maintenance	AUT 100	2	1	TBD	
Engine Repair Technology	AUT 108	4	2	TBD	
Auto/Diesel Electrical Systems	AUT 109	4	1	TBD	
Automotive Brakes	AUT 123	4	2	TBD	
Auto/Diesel Suspension & Steering	AUT 126	4	1	TBD	
Auto/Diesel Heating & Air Conditioning	AUT 128	4	2	TBD	
Introduction to Business	BSA 131	3	TBD	Lee	
College Composition I	ENG 101	3	1	Willard	22
College Composition I	ENG 101	3	1	Yargo-Gatchell	22
College Composition II	ENG 102	3	2	Willard	22
College Composition II	ENG 102	3	2	Yargo-Gatchell	22
Animation Principles	FMA 100	3	1	Hammer	
Stop Motion Animation	FMA 113	3	2	Hammer	
College Algebra	MAT 152	3	1	Neely	

College Algebra	MAT 152	3	2	Bray
Elementary Statistics	MAT 167	3	2	Neely
Precalculus	MAT 187	5	3	Bray
Precalculus	MAT 187	5	3	Jacobs
Principles of Management	MGT 220	3	TBD	Lee

Sedona-Oak Creek Joint Unified School District #9

TITLE	COURSE C	CREDITS S	EMESTER	INSTRUCTOR	MAX
College Composition I	ENG 101	3	1	Rutkowski	22
College Composition II	ENG 102	3	2	Rutkowski	22
Precalculus	MAT 187	5	3	Marks	

Seligman Unified School District #40

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

Tri-city College Preparatory High School

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Intro to Administration of Justice	AJS 100	3	1	Singer	
Substantive Criminal Law	AJS 109	3	2	Singer	
Intro to Human Anatomy & Physiology	BIO 160	4	3	Muchna	
General Biology I	BIO 181	4	3	Sampson	
CNT 110 and 120 alternate with CN	T 100 and 1	15			
A+ Computer Technician Certification	CNT 110	4	1	Halvorson	
Introduction to Windows Server	CNT 120	3	2	Halvorson	
College Composition I	ENG 101	3	1	Kauffman	22
College Composition II	ENG 102	3	2	Kauffman	22
College Mathematics	MAT 142	3	2	Mezeske	
College Algebra	MAT 152	3	1	Mezeske	
Precalculus	MAT 187	5	3	Mezeske	

Calculus & Analytic Geometry I	MAT 220	5	1	Mezeske
Calculus & Analytic Geometry II	MAT 230	5	2	Mezeske

Valley Academy for Career and Technology Education District #01

TITLE	COURSE	CREDITS S	EMESTER	INSTRUCTOR	MAX
Nursing Assistant	AHS 114	5	1 & 2	Amoscato	12
Hazardous Materials First Responder Operations	s FSC 104	2	1	Darby	
Firefighter I & II Certification Academy	yFSC 105	12	3	Darby	

Western Maricopa Education Center District #402

TITLE Automotive/Diesel Preventative Maintenance	COURSE AUT 100	CREDITS 2	SEMESTER 1	INSTRUCTOR Escobedo	MAX
Engine Repair Technology	AUT 108	4	1	Escobedo	
Auto/Diesel Heating & Air Conditioning	AUT 128	4	2	Escobedo	
Diesel Braking Systems	AUT 135	4	2	Escobedo	

(The second year of the program will begin in 2018-19 and will offer AUT 109 and AUT 126 in the Fall Semester followed by AUT 124 and AUT 225 in the Spring Semester.)

Presenter: Steve Irwin Start Time: 1:37 PM Item No: 18

Proposed By : Steve Irwin **Time Req :** 2

Proposed: 5/18/2017 **Item Type**: Consent Item

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

Description: For Consideration for Approval of the First Amendment to the

Intergovernmental Agreement Between Yavapai College and Valley Academy for Career & Technical Education for Educational Programs -

RECEIPT, DISCUSSION, AND/OR DECISION

Details: For consideration for approval of the first amendment to the

intergovernmental agreement (IGA) between Yavapai College and Valley Academy for Career & Technical Education for Educational Programs. The first amendment incorporates new programs and courses developed for

the 2017-2018 academic year.

Attachments:

Title	Created	Filename
1st Amendment VACTE IGA.pdf	May 30, 2017	1st Amendment VACTE IGA.pdf
Orig VACTE IGA.pdf	May 30, 2017	Orig VACTE IGA.pdf

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Intergovernmental Agreement ("Agreement") is entered into by and between Valley Academy for Career and Technology Education (hereinafter called "JTED") and Yavapai County Community College District (hereinafter called "College").

Witnesseth:

Whereas, on January 10, 2017, the Parties entered into that certain Intergovernmental Agreement between JTED and College for the purpose to provide College courses to JTED students eligible for enrollment in courses offered by JTED for the period from July 1, 2016 through June 30, 2020, and;

Whereas, the programs/courses for the 2017-2018 academic year have been developed and thus shall be incorporated in Agreement as Addendum #8 contained herein, and;

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

- 1. Addendum #8, contained herein, is incorporated into Agreement
- 2. Except as expressly amended herein, the pricing, terms, and conditions set forth in said original agreement shall remain in full force and effect.

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

Valley Academy for Career Technology Education District		Yavapai County	Community	College
District	*	# NO		
By: Leland Whewal	By:		2 10 2	
VACTE Board Member	Ray	Sigafoos, District	Governing Boa	rd Chair
Date: 5/24/17	Date:			

IGA BETWEEN JTED (VACTE) and COLLEGE FOR EDUCATIONAL PROGRAMS (CONCURRENT ENROLLMENT) ADDENDUM #8

P	r	0	g	r	a	n	n

Culinary

Fall 2017

CRN#	Course Ti	tle		Cred	<u>dits</u>		<u>Tuition</u>
CUL 100	Food Safety and Sanitation	-		1			\$105
CUL 101	Culinary Principles			4			\$420
CUL 102	Culinary Fundamental: Hot	Foods		4			\$420
Spring 2018	· · · · · · · · · · · · · · · · · · ·	•					
CUL 103	Culinary Fundamental: Brea	akfast and Gard	e Manager	4			\$420
CUL 104	Culinary Fundamentals: Bal	king and Pastry		4			\$420
Film Media Ar	ts						
Fall 2017						•	
FMA 100	Animation Principles			3			\$315
·	Wednesdays 3:30 – 5:15						
FMA 106	Editing I			3 ,			\$315
	Mondays 4:30 – 6:45	er er		* •	era e perende	\$	
Spring 2018							
FMA 120	Thesis Production			3			\$315
FMA 107	Editing II			3			\$315
FMA 114	Animation Production			3			\$315
Welding							
Fall 2017							
WLD130	Oxyacetylene			4			\$420
WLD140	Arc I			4			\$420

WLD210 Gas Metal Arc Welding		4	\$420
Spring 2018		. · · · · · · · · · · · · · · · · · · ·	
WLD130 Oxyace	etylene	4	\$420
WLD140 Arc I		4	\$420
WLD145 Arc II		4	\$420
WLD 156 Bluepr	rint Reading (Online)	4	\$420
Allied Health-M	edical Assistant	·	
Fall 2017			
AHS100	Fundamentals of Healthcare	3	\$315.00
AHS160/BIO160	Introduction to Human A&P	4	\$380.00
AHS130	Medical Terminology for Pt. Care Staff	3	\$315.00
Spring 2018			•
AHS105	Phlebotomy	2	\$210.00
AHS140	Pharmacology for Allied Health	2	\$210.00
HIM173	Legal and Ethical Aspects of HIM	2	\$210.00
PHE153	First Aid/CPR/AED & Safety	2	\$166.00

INTERGOVERNMENTAL AGREEMENT BETWEEN VALLEY ACADEMY FOR CAREER AND TECHNOLOGY EDUCATION

AND YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

FOR EDUCATIONAL PROGRAMS

THIS AGREEMENT is made by and between Valley Academy for Career and Technology Education (hereinafter called "JTED") and Yavapai County Community College District (hereinafter called the "COLLEGE"):

WITNESSETH:

WHEREAS, the COLLEGE, through its Governing Board, is empowered and authorized to contract with JTED for the provision of educational courses and/or programs pursuant to Arizona Revised Statutes ("A.R.S.") § 15-1444, and

WHEREAS, the ITED, through its Governing Board, is empowered and authorized to contract with COLLEGE, for the provision of educational services and/or programs pursuant to A.R.S. §15-393(K)-(L) and A.R.S. §15-701.01(G), and

WHEREAS, it would further the public interest if this educational opportunity is provided to JTED to enroll designated students for COLLEGE courses, and

WHEREAS, JTED and the COLLEGE desire to enter into an intergovernmental Agreement for the implementation and administration of an educational program;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, JTED and the COLLEGE do hereby agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide COLLEGE courses to JTED students eligible for enrollment in courses offered by JTED. Educational opportunities may include enrollment into regularly scheduled courses and/or enrollment into customized educational arrangements. Specific arrangements will be documented as needed.

ARTICLE II. OBLIGATIONS OF THE COLLEGE

- A. All curriculum and instruction is under the control of the COLLEGE per standard concurrent enrollment agreements with secondary districts; however, soft skill standards required by the JTEO per statute are not an integral part of the existing COLLEGE CTE curriculum approved by the Higher Learning Commission.
- B. The COLLEGE will provide administrative support for all educational activities required to implement the terms of this Agreement, including but not limited to supervision, coordination, direction, and professional development to all appropriate instructional staff, faculty and instructional aides.
- C. COLLEGE will encourage Instructors who are teaching JTED courses/sections to participate in all JTED sponsored Professional Development Trainings, JTED Staff Meetings, Career and Technical Student Activities, and Public Events. COLLEGE will permit JTED instructors and staff to participate in COLLEGE sponsored Professional Development Trainings, COLLEGE Staff Meetings, Technical Student Activities, and Public Events upon request by JTED. JTED shall be responsible for any additional costs incurred by COLLEGE in permitting JTED Instructors and staff to participate in the activities outlined in this section.

- D. COLLEGE will allow JTED students' access to the computer lab provided the lab is not scheduled for classes at COLLEGE's campuses.
- E. ARS §15-1823 directs state universities and community colleges to use student identification numbers that correspond to or reference Arizona Department of Education (ADE) assigned Student Accountability Information System (SAIS) numbers. The COLLEGE is required to collect the SAIS number for any high school student who is enrolled in a course offered by COLLEGE. The COLLEGE will retain these numbers as part of the student electronic file as required by ARS §15-1823. Information will be safeguarded in accordance with all provisions of the Federal Education Rights and Privacy Act (FERPA).
- F. COLLEGE shall inform JTED of all changes related to programs, courses, sections, credits, fees, and required materials no later than six months prior the last day of the then current fiscal year. JTED recognizes that changes in course instructors may necessitate the need for changes in programs/courses; such changes shall be discussed and agreed upon by the PARTIES. As a courtesy, if JTED has any issues pertaining to faculty, JTED may express those concerns to the appropriate COLLEGE Dean at which time, and upon determination of all facts, corrective actions will be taken if deemed appropriate and necessary as mutually agreed upon by the parties.

ARTICLE III. OBLIGATIONS OF THE JTED

THE JTED AGREES:

- A. To confirm eligibility of JTED student enrollment for Average Daily Membership ("ADM") relmbursement from ADE for JTED-eligible COLLEGE courses.
- B. To provide tuition and fee reimbursement, at in-state student rates, to the COLLEGE for all concurrent enrolled courses, and provide support services, as agreed between the Parties, to eligible students enrolled in JTED-eligible College courses. JTED will not be responsible for out-of-state tuition unless agreed to in writing by JTED. College shall notify JTED of all out-of-state registered JTED students as soon as possible but prior to the end of the tuition refund period.
- C. To provide student course records in accordance with COLLEGE guidelines and applicable state or federal law, and to provide to COLLEGE the SAIS number for each student enrolled under this Agreement.
- D. Students attending COLLEGE courses under the terms of this Agreement will either provide their own transportation or will be provided transportation by JTED's member school districts. JTED will arrange with its member school districts for the provision of transportation to and from COLLEGE's courses provided under the terms of this Agreement.
- E. A COLLEGE Instructor who serves as a student organization ("CTSO") advisor of a JTED/CTE student organization will be eligible for an additional pay stipend from COLLEGE not to exceed \$1500.00 per person per semester. JTED shall reimburse COLLEGE for the cost of pay stipends issued to COLLEGE instructors pursuant to the terms of this section.
- F. COLLEGE shall be primarily responsible for imposing student discipline upon JTED students enrolled in COLLEGE courses pursuant to the terms of this Agreement for incidents occurring on COLLEGE's campuses. Any student discipline imposed by COLLEGE pursuant to this section shall not impede or restrict the right of JTED to impose alternate or additional forms of student discipline.

ARTICLE IV. JOINT OBLIGATIONS OF THE COLLEGE AND JTED

- A. The COLLEGE and the JTED will develop a joint schedule for all JTED programs offered at the COLLEGE attached as Addendum 4. The COLLEGE will provide the JTED with a list of course times, locations, and instructors as agreed upon by both Parties.
- B. Before the publication of promotional materials, advertisements, expectations, and other printed materials generated to promote the educational programs established by the terms of this Agreement, both Parties agree to consult with the other Party to ensure that each Party's respective names, logos, taglines, and related marketing tools are incorporated into said publication. Neither Party may publish any materials pursuant to this section without the advanced written approval of the other Party.
- C. The COLLEGE and JTED will notify the other Party of any event that would cause a scheduled course to be cancelled or delayed by either Party. The JTED shall be responsible for the notification of such cancellations to the satellite schools, students, and non-COLLEGE personnel. The COLLEGE will notify all COLLEGE students, staff and support personnel of such cancellations or delays.
- D. COLLEGE and JTED staff will share daily course attendance information as required for JTED to receive funding based on Average Daily Attendance or Average Daily Membership as required by the Arizona Department of Education and/or Arizona Revised Statutes. The COLLEGE will require instructors to submit student attendance records to the JTED on a daily basis as required by JTED. JTED will provide each instructor with login and password credentials to allow the COLLEGE instructors remote access into the JTED student management program. Student Management System training will be provided by JTED on an annual basis.
- E. Minimum enrollment of 15 students per course counted on the last day of the College's add/drop period is required unless otherwise agreed to in writing by COLLEGE and JTED. Any courses enrolled with less than 15 students must have approval by the COLLEGE Vice President of Instruction and Student Services.
- F. The COLLEGE and JTED will use the same principles as agreed upon through Yavapai County POS Consortia pertaining to state standards for CTE courses. The COLLEGE recognizes that JTED standards include soft skills (Work Place Readiness Skills) not currently covered in COLLEGE CTE course outcomes. The College agrees to provide facilities for CTSO related activities as needed and agreed upon by both PARTIES.
- G. COLLEGE shall not register or enroll any student in a JTED program without recommendation and/or approval by JTED. JTED agrees to use its best efforts to have its students register timely with the COLLEGE.
- H. JTED shall deliver to COLLEGE a signed parent release of information form, including release of the COLLEGE, (form attached as Addendum 6) permitting JTED to receive student information including but not limited to grades, attendance, enrollment information, and residency status from the COLLEGE for JTED students enrolled in concurrent programs with the COLLEGE. COLLEGE shall promptly, but no later than the end of the COLLEGE business week following the conclusion of the COLLEGE course, deliver grades to JTED for their records using the JTED student management system.
- I. COLLEGE and JTED shall meet annually to review program data including program evaluation data, instructor evaluations for JTED sections, CTE assessment data, placement data and reporting and industry assessment results.

ARTICLE V. STANDARD PROVISIONS

A. Each Party shall retain complete control and jurisdiction over such programs of its own that are outside of this Agreement, and nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture of the Parties hereto.

- B. Students enrolled under this Agreement shall be responsible for the payment of all required tuition and fees in amounts set by the COLLEGE pursuant to A.R.S. § 15-1445(3). Provisions for tuition payments for students may be made by JTED as a part of this Agreement. JTED will not be responsible for out-of-state tuition unless agreed to ahead of time in writing by JTED.
- C. Refunds of tuition and fees shall be in accordance with the refund policy approved by the COLLEGE for the fiscal year in which this Agreement is in effect. The COLLEGE will refund tuition and fees paid by JTED back to the JTED if a student drops the class within the first 5 academic days of the semester.
- D. The Parties to this Agreement agree that they will not discriminate against any employee or applicant due to race, color, religion, sex, or national origin, and in this regard the Parties will comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act.
- E. The term of this Agreement shall commence on the 1st day of July, 2016, and shall expire on the 30th day of June, 2020, with future addendums added as determined necessary and as executed in writing by both parties. This Agreement terminates and supersedes all prior understandings and agreements, whether written or oral, between the Parties on the subject matter hereof. Thereafter the Agreement may be extended for additional periods by written approval of both Parties, and subject to applicable law and the provisions of Section F, below. Either Party may at any time cancel this Agreement or renewal thereof, with or without cause, by giving seven hundred twelve (712) days or two (2) years advance written notice to the other Party prior to the end of the then current academic year. The Parties agree that should cancellation occur, the COLLEGE will complete the instruction to students for the semester prior to the date on which termination is suggested. Thereafter, this Agreement shall terminate, except for those duties and responsibilities which accrued prior to the termination of this Agreement.
- F. The continuation of this Agreement beyond the initial fiscal year is dependent on and subject to the appropriation and availability of funding for each Party in each subsequent fiscal year. If sufficient funding is not made available to allow a Party to continue meeting its contractual obligations under this Agreement, that Party shall so notify the other Party and either Party may cancel this Agreement and have no further obligation to the other Party. In the alternative, the Parties may, by mutual written agreement, modify this Agreement to reduce the level of compensation, services or other consideration provided.
- G. Upon termination of this Agreement, equipment furnished or purchased by the COLLEGE for the program shall be retained by the COLLEGE, and equipment furnished or purchased by JTED for the program shall be retained by JTED. Each Party is responsible for the inventory of equipment and shall provide a list to the other Party of such equipment that is shared as part of this Agreement, herein attached as Addendum #7.
- H. The Agreement shall be subject to and interpreted under the laws of the State of Arizona. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to arbitration, to be held in Yavapai County, Arizona, in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et seq. The arbitrator shall be selected by mutual agreement of the Parties; if the Parties fail to agree to an arbitrator, then by striking from a list provided by an organization such as the American Arbitration Association. In the event either Party institutes arbitration under this Agreement, the Party prevailing in any such arbitration shall be entitled, in addition to all other relief, to reasonable attorneys' fees relating to such arbitration. The Parties shall share the expense of the arbitrator, but each Party shall bear the cost of its presentation before the arbitrator, including attorney fees if the Party desires such representation. The decision of the arbitrator shall be final and binding upon the Parties.
- I. JTED agrees to indemnify and hold harmless the COLLEGE from all injuries to persons or property caused by negligence or willful misconduct of JTED arising out of JTED'S obligations under this Agreement. The COLLEGE agrees to indemnify and hold harmless JTED from all injuries to persons or property caused by acts or omissions of the COLLEGE arising out of the COLLEGE'S obligations under this Agreement. In the event of concurrent liability, the Parties shall have the right of contribution from each other. This indemnification provision shall survive termination of the Agreement and remain in effect.

- J. COLLEGE agents, employees, students, instructors, or other staff participating in this program shall not be considered as employees of JTED, and agents, employees, students, instructors, or other staff of JTED shall not be considered employees of the COLLEGE. Accordingly, employees of one Party shall not be entitled to employee benefits normally provided to bone fide employees of the other Party.
- K. Statutory Right of Cancellation This Agreement may be terminated in accordance with the provisions of A.R.S. §38-511, which are fully incorporated herein.
- This document and its eight Addenda contain the entire Agreement between the Parties concerning the subject matter of this Agreement. This Agreement may not be modified, amended, altered or extended except through a written instrument signed by both Parties.
- M. Pursuant to A.R.S. 515-393(£)(8), the services provided by JTED and COLLEGE shall be proportionally calculated in the cost of delivering the service.
- N. Pursuant to A.R.S. §15-393(L)(9), payment for services provided under the terms of this Agreement shall not exceed the cost to the Party providing those services.
- O. Legal Workers. As mandated by Arizona Revised Statutes § 41-4401, each Party:
- a, warrants the Party's compliance with all federal immigration laws and regulations that relate to the Party's employees and their compliance with Arizona Revised Statutes § 23-214(A);
- b. acknowledges that a breach of the warranty in subsection a of this section shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and
- c. retains the legal right to inspect the papers of any contractor or subcontractor employee who works pursuant to this Agreement to ensure compliance with the warranty.
- P. 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.
- Q. If either Party fails to comply with the terms of this Agreement, such failure shall be deemed a default, and the non-defaulting Party shall have all rights and remedies available in law or in equity.
- R. Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.
- S. 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.
- T. No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, not shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement consultate a waiver of any succeeding or other breach hereunder.
- U. The Parties shall comply with Executive Order 2009-09 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.
- V. This Agreement may be signed in counterparts, each of which shalf be an original and all of which together shalf constitute but one and the same instrument.

W. Except as provided in this Agreement, employees of one Party shall not be deemed employees of the other Party, and the employing Party shall be responsible for all wages, withholding and payment of employment taxes, and the provision of all employee benefits, if any offered by the employer to the employee.

THE REMAINDER OF TRUS PAGE INTENTIONALLY LEFT BLANK Signature Page Follows

Page 6 of 14

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 28 day of 500 2016. VALLEY ACADEMY FOR CAREER AND TECHNOLOGY EDUCATION YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT Signature Dr. Patricia Mc Carver Printed or Typed Name of Signatory All notices, requests, gemands, or other communication permitted or required to be given under this Agreement shall be in writing and shall be deemed given or made when sent by United States certified or registered mail, return receipt requested and postage prepaid, or by a nationally recognized overnight courier, delivery fee prepaid, and in either case to the persons and at the addresses specified below: JTED Mailing Address: COLLEGE MAILING ADDRESS: 830 S. Main St. Suite 2-i 1100 East Sheldon, Cattonwood, AZ 86326 Prescott, AZ 86301 Contact: 928-776-2048 Contact: Bob Welr, (928) 634-7131 INTERGOVERNMENTAL AGREEMENTS: 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 which such attorney represents.

ADDENDUM #1

DESCRIPTION OF SERVICES

I ENROLLMENT INTO REGULARLY SCHEDULED COURSES

INSTRUCTION:

- I. ITED students eligible for COLLEGE courses will be identified and referred by ITED and the Satellite District high schools into regularly scheduled COLLEGE courses provided that all COLLEGE and ITED envolument requirements have been satisfied. Enrollment in COLLEGE courses may be restricted to High School juniors and seniors. However, sophomore students may seek admission, but must obtain permission from the COLLEGE underage review panel and the ITED prior to enrolling in COLLEGE courses.
- 2. ITED will provide tuition and fee reimbursement to the COLLEGE for concurrent courses on behalf of eligible ITED students at current in-state tuition and fee rates.
- 3. Refunds of twition and fees shall be in accordance with the refund policy approved by the COLLEGE for the fiscal year(s) in which this Agreement is in effect.

II ENROLLMENT INTO NEW SECTIONS FOR ITED STUDENTS ONLY

- 1. COLLEGE will add new course sections as agreed to by both Parties, which meet the obligations set forth in this Agreement. A listing of courses, fees, and books is attached as Addendum #4.
- 2. Fligible JTED students will be identified and referred by JTED and the Satellite District high schools to the COLLEGE for admission into COLLEGE courses.
- JTED will reimburse COLLEGE for its costs as follows:
- a. JTED will provide tuition and book reimbursement to the COLLEGE on behalf of eligible JTED students at current in-state tuition and fee rates.
- b. Tuition paid by ITED shall cover the cost of all consumable supplies for all programs under this Agreement.
- c. ITED will provide weiding safety apparel for students including helmet, skull cap, jacket, safety giasses, chipping hemmer, pliers and a lock. COLLEGE will provide students with lockers for storage.
- UTED agrees that equipment paid for by JTED may be shared with COLLEGE'S non-JTED students.

ADDENDUM #2

Academic Calendars

PLEASE SEE ACADEMIC CALENDARS

ADDENDUM #3

⇒TED Master Schedule

PLEASE SEE ITED MASTER SCHEDULE

ADDENDUM #4

Program Courses Fees agreed to by COLLEGE and JTED under this Agreement.

Note: cost is per student per class.

<u> ERN#</u>	Course Title	<u>Credits</u>	Tuition
PMA 102	Production !	3	\$300.00
FMA 103	Screenwriting I	3	\$300.00
FMA 110	Pre-Production	3	\$300.00
FMA 105	Production (I	3	\$300.00
FMA 113	Stop-Motion Asimation	3	\$300.00
WLD 130	Oxyacetylene	4	\$400.00
WLD 140	Arc I	. 4	\$400.00
WLO 145	Arc II	4	\$400.00
WLD 210	Gas Metal Arc Welding	4	\$400.00

ADDENDUM #5

JTED Statutes ARS § 15-391

15-391. Definitions

In this article, unless the context otherwise requires:

- 1. "Joint board" means a joint technical education district governing board.
- 2. "Joint district" means a joint technical education district.
- 3. "Joint technical education course" means a course that is offered by a joint technical education district as part of a joint technical education district program, that is approved by the career and technical education division of the department of education and that meets each of the following requirements:
- (a) is taught by an instructor who is certified to teach career and technical education by the state board of education or by a postsecondary educational institution.
- (b) Is part of a program that requires students to obtain a passing score on an examination that demonstrates a level of skill or competency for that program of study that is accepted by a vocation or an industry.
- (c) is part of an approved joint technical education district program.
- 4. "Joint technical education district" means a district that is formed pursuant to this article and that offers joint technical education courses.
- 5. "Joint technical education district program" means a sequence of courses that is offered by a joint technical education district and that meets all of the following requirements:
- (a) Is taught by an instructor who is certified to teach career and technical education by the state board of education or by a postsecondary educational institution.
- (b) Requires an assessment that demonstrates a revel of skill or competency in a vocation or industry or that leads to certification in and acceptance by that vocation or Industry.
- (c) Requires specialized equipment or instructional materials that exceed the scope and cost of a standard educational course.
- (d) Requires work-based learning components, career and technical student organization participation and laboratory experience as determined by the career and technical education division of the department of education.
- (e) Meets the standards of a career and technical education preparatory program as determined by the career and technical education division of the department of education.
- (f) Had a defined pathway to career and postsecondary education.
- (g) is approved by the career and technical education division of the department of education based on the requirements prescribed by this paragraph within one hundred twenty days after the submission of all required documentation.
- (h) is certified by the joint technical education district governing board to have met all the requirements prescribed in this article.
- (i) is offered only to students in grades cine, ten, eleven and twelve.
- 6. "State board" means the state board of education.

ADDENDUM #6

JTED Release of Information Form		
RELEASE OF INFORMATION		

STUDENT: DOB:
The undersigned parent(s) or legal guardian(s) of the above named student, hereby authorize Yavapai College to furnish any and all student records concerning my child, including special education records (IEP), grades, transcripts, attendance records, discipline files, etc., if requested, to:
Valley Academy for Career and Technology Education
830 S. Main St. Suite 2-i
Cottonwood, AZ 86326
FAX 928-771-0793
The undersigned parent(s) or legal guardian(s) of the above named student, hereby authorize Valley Academy for Career and Technology Education to furnish any and all student records concerning my child, as necessary for my child's enrollment in college courses, to <u>Yavapai College</u> .
DISCLOSURE OF THIS INFORMATION IS REGULATED BY AND SHALL BE IN COMPLIANCE WITH THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA), ARIZONA REVISED STATUTES SECTION 15-1043 AND OTHER APPLICABLE PRIVACY LAWS AND REGULATIONS.
SIGNATURE PARENT/ GUARDIAN (please specify) DATE
ADDRESS PARENT/GUARDIAN

(GA BETWEEN JTED and COLLEGE FOR EDUCATIONAL PROGRAMS ADDENDUM #7

JTED Inventory located on YC Campuses

PLEASE SEE INVENTORY ATTACHED

Presenter: Steve Irwin Start Time: 1:39 PM Item No: 19

Proposed By : Steve Irwin **Time Req :** 0

Proposed: 12/8/2016 **Item Type**: Heading

Policy No.	Description	Ref No
3.4	To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration 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: Steve Irwin Start Time: 1:39 PM Item No: 20

Proposed By: Steve Irwin Time Req: 10

Proposed: 12/8/2016 **Item Type**: Information Item

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

Description: Information from the President to Include: Executive Leadership Retreat;

LEAD Program; College for Kids; District Governing Board Community Survey; College Highlights; Facilities Management News; and Other

Related Issues - INFORMATION AND/OR DISCUSSION

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

- Executive Leadership Retreat
- LEAD Program
- College For Kids
- District Governing Board Community Survey
- College Highlights Attached Information Only
- Facilities Management News Attached Information Only
- Other Related Issues

Attachments:

Title	Created	Filename
June 2017 College Highlights.pdf	May 31, 2017	June 2017 College Highlights.pdf
June 2017 Facilities Management News.pdf	Jun 01, 2017	June 2017 Facilities Management News.pdf

June 2017 College Highlights

Arts and Humanities

President's Invitational Art Exhibition

Dr. Wills hosted a reception on May 10th honoring the outstanding Art Students from the Prescott and Verde Campuses. The students had their artwork selected for exhibition in the President's Office. Art Faculty, staff and family members joined in the gathering.

Business, Education and Social Sciences

- **Dr. Michael Bradburn-Ruster,** Religion and Philosophy professor, will have his short story, "Amavasya," published by *The Bitter Oleander* in the October 2017 issue. *The Bitter Oleander* is a leading literary journal.
- Jeri Denniston, Adjunct Business Management Instructor, worked with one of her social
 media marketing students, Slade Weber, on two social media marketing projects for the
 Spring semester 2017. The student used an imaginary business that Adjunct Professor
 Denniston created, called Kim's Bakery, which turned into a mouthwatering project.
 Attached is Slade's social media marketing plan. Adjunct Professor Denniston states that
 the Executive Summary and Overview are some of the best yet.

Facebook page:

https://www.facebook.com/Kims-Bakery-and-Cafe-1887311524843390/



Kim's Bakery and Cafe

www.facebook.com

Kim's Bakery and Cafe. 7 likes. Open for breakfast and lunch from 6 am – 4 pm, Tuesday – Sunday, closed Monday. Homemade gluten free bread! Along with other delicious pastries

Career and Technical Education

• Karla Phillips, Associate Dean for Career and Technical Education at Chino Valley Center, reports Justin Brereton, Agribusiness Instructor, was instrumental in helping to write an agriculture grant that resulted in awards for over \$17,000 from the Margaret T. Morris and Kieckhefer Foundations. Purchases include a Kubota Utility Vehicle, building materials for two composting bins and a chicken coop kit for the Chino Valley Agriculture program. The photos below show the Agriculture Mechanics students laying concrete for the composting bins and the assembling of the chicken coop, which houses six chickens who lay about five eggs per day. The Community Supported Agriculture Class students plan to sell the eggs, along with vegetables, at the Farmers' Market.







- The Automotive Body and Paint Program at CTEC is now ICAR rated, certifying that the highest standards for Auto Body repair and painting are taught, using the approved ICAR curriculum. This rating also allows YC students to sit for advanced training in specialized ICAR industry approved certification trainings. The trainings will be held on three Saturdays this year at CTEC and are for those who are working in the industry. The credentials allow workforce personnel to stay current in their profession by experiencing the latest technological advancements and techniques for the Auto Body and Paint Professional Industry.
- **Liz Peters**, Electronics Professor, will attend Fiber Optics installation and splicing training this summer. This training is in response to the Electrical Instrumentation Advisory Board's suggestion that it is a needed component for the curriculum. The training will allow Professor Peters to test students for third party certifications as Fiber Optics Technicians.
- The CTE Division concluded the first year of internships under three grants designed to help students gain work experience while pursuing their degree or certificate. Students were paid wages while interning with companies around the county in areas pertinent to their degrees. Interns were able to work up to 19 hours per week in areas including Welding, CNC Machining, Electrical Instrumentation, Horticulture, and Pre-Engineering. Whipstone Farms from Paulden writes, "Thanks so much for all of your help keeping this internship going. It was a great experience for us. YC was so easy to work with. We had the best intern ever in Terri (Schuett). She is so passionate and hardworking".

Computer Technologies & Instructional Support

• Teaching & eLearning Support (TeLS) hosted the 12th Annual Summer Institute on May 9th and 10th. Eighty-eight faculty and staff members attended this two-day event.

Each day began with a General Session presented by our very own faculty. **Curtis Kleinman**, Spanish Professor, and **Lori Riden**, Nursing Professor, co-presented a session

entitled "In the Teaching Zone: True Confessions from the Trenches of Teaching". On the second day, Sociology Professors, **Dr. Mark Shelley** and **Dr. Jennifer Jacobson,** provided an interactive session on "Beyond Tolerance--How to Engage Students in Respectful Discussions on Hot Topics". Both sessions provided timely and lively discussions and reflection.

The faculty and staff at Yavapai College also presented 32 different training sessions covering a myriad of topics, from updating technical skills in various programs such as Canvas, Windows 10, Quality Matters, using ZOOM for online classes and meetings, and what to do in an emergency.

Sciences, Health and Public Safety

• **Ken Krebbs,** YC Fire Science Program Director, shared the following training photos from the Spring 2017 YC Fire Academy and the Dual Enrollment Fire Academy. On May 9th, both Academies held a combined completion ceremony.











- Mary Brown, Nursing Program Director, reports the following updates:
 - Nursing graduated 41 students this semester, and they are waiting to take their National Board Exams to become Registered Nurses.
 - We have 48 new Nursing students from a pool of 68 qualified applicants starting fall 2017.
 - o EMT graduated 59 students this semester.
 - o Thirteen Paramedic students finished the first semester of their 14-month program.

YAVAPAI COLLEGE FACILITIES MANAGEMENT NEWS

June 2017

Greetings from Facilities!

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

College Wide Campus Master Plan Phase 1b

Allied Health/EMS/JTED Health Occupation Programs

At the new Prescott Valley Center addition, framing is underway along with the installation of fire sprinklers, HVAC duct work and electrical rough-in. Framing has started on the second floor as well along with waterproofing, the setting of mechanical components and stairwell and elevator shaft.

The exterior of the building is receiving windows and architectural panels along with the roof and exterior stairway. The building is expected to be "dried in" by June.

The east side of the site has been graded for the additional parking and storm water detention pond. Panther Path is being widened and repaved by the Town of Prescott Valley and the College is constructing a new side walk and curb and gutter.

The Town is making major improvements to Glassford Hill and Long Look Roads which has significantly increased construction traffic around and at the Prescott Valley Center so please use extra caution when traveling to and entering the site.

Demolition has begun in preparation for the EMS labs on the second floor of Building 2 on the Prescott Campus. Demolition will continue the first week of June followed by framing, electrical and plumbing rough-in.

The EMS garage is nearing completion as interior and exterior trim work continues along with final site grading, paving and dumpster enclosure construction. Dumpsters will be moved to this location from the service area at the rear entrance of Building 3.

The updated construction schedule is as follows:

- 1. Construct EMS Garage for Ambulance Parking at Prescott March through June 16, 2017
- Prescott Valley Center Parking Expansion December 2016 through June 30, 2017
- 3. Prescott Valley Center Addition January 2017 through August 2017
- 4. Prescott Valley Center Addition Floor 2 Completion December 2017
- 5. Building 2 Interior Remodel May through August 2017
- 6. Prescott Valley Center Existing Space Remodel June through August 2017
- 7. Move JTED from Centre Pointe to Prescott Valley July/August 2017
- 8. Move Allied Health to Prescott Valley Center July/August 2017
- 9. Move EMS from Prescott Valley Center to Building 2 July/August 2017

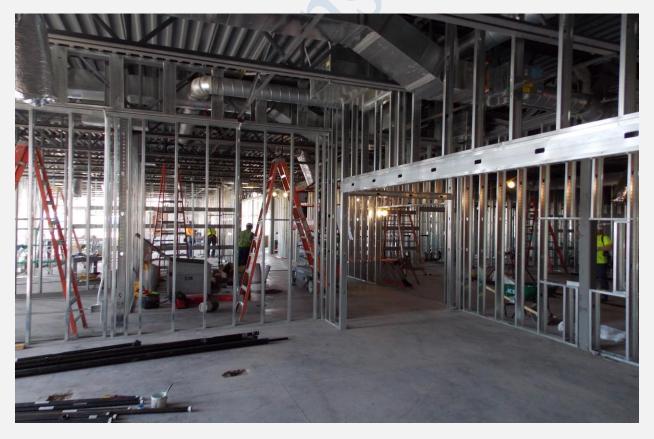
The goal of the construction and design team is to ensure that classroom and lab spaces are ready for students at the start of the fall 2017 semester.



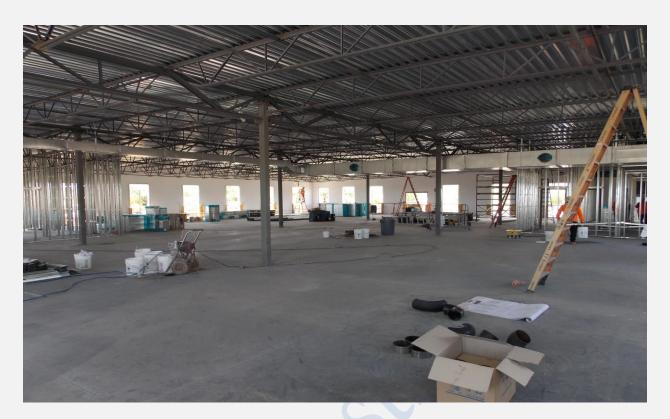
Parking Lot Grading with the Building Addition in the Background



New Curb and Gutter and Sidewalk Preparation at Panther Path



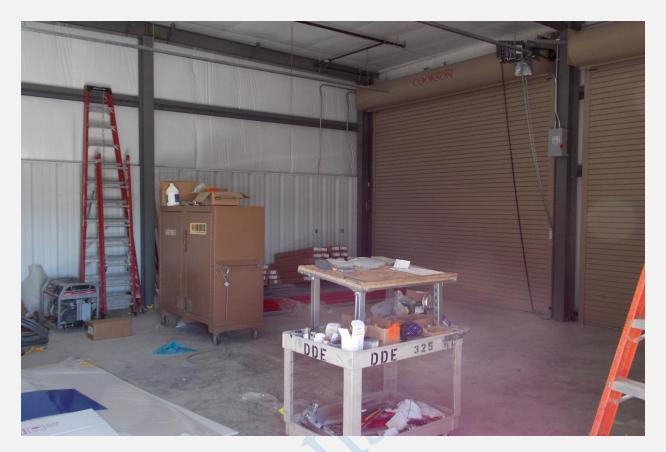
First Floor Framing HVAC Install and Fire Sprinklers



Second Floor Window Installation/Weather Proofing and Framing for Drywall



New Sidewalk at EMS Garage



EMS Garage



Building 2 Second Floor Demolition for EMS

Buildings 1 and 15 Renovation

Demolition of the second floor of Building 1 in preparation for Visual Arts is complete. Framing is complete as plumbing, electrical and mechanical rough-in continues. During the month of June, drywall will be installed and floor preparation will occur.

In Building 15 the demolition of the first floor is complete and framing is underway. Exterior windows are cut and plumbing is being roughed-in.

Demolition of the second floor is nearing completion.

The tentative schedule for the renovation of both buildings is as follows:

Building 1 Rooms 200, 203, 204, 205 and 206

Building 15 Floor One

Building 15 Floor Two

May 15 – August 15, 2017

May 15 – August 15, 2017

August 15 – January 15, 2018



Building 1 Second Floor Framing for Visual Arts Programs



Building 15 Second Floor Demolition



Building 15 First Floor Framing

SmithGroup/JJR

McCarthy Building Companies

Project Manager: David Laurence

Logistics/Moving: Chris Larson

Sedona Center Renovation

Interior work in the west wing consists of setting kitchen equipment in the cullinary and pastry kitchens. Office and wash room are being fit with millwork and sinks. Walk-in coolers and freezers are installed in basement level store room.

East wing storefront windows are installed as well as in the new café area. Remaining east wing spaces are being prepped for flooring.

The exterior space over the café is painted and clerestory installed along with architectural lighting.

The exterior walkway leading to the new front entrance has new colored concrete and a shade structure added. Project substantial completion is scheduled for July 1.



Setting Equipment in Pastry Kitchen





Setting Kitchen Equipment in Culinary



Kitchen Equipment in Culinary



Shade Structure



Enclosing Café Space with Storefront Glass



Preparing New Front Entrance for Colored Concrete

SPS+ McCarthy Building Companies

Project Manager: David Laurence

Logistics/Moving: Chris Larson

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

LANDSCAPE PROJECTS

Building 29 Improvements

Work is completed for the Building 29 Landscape and Improvements project.



Building 29 Landscape Project



Buildings 29, 30 and 31 Commons

Project Manager: Mike Kervin

PREVENTIVE MAINTENANCE PROJECTS

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

Future FCA Projects:

Building 15 Roof – July 2017

Building 3 Breezeway Decking Leaks - TBD/FY18

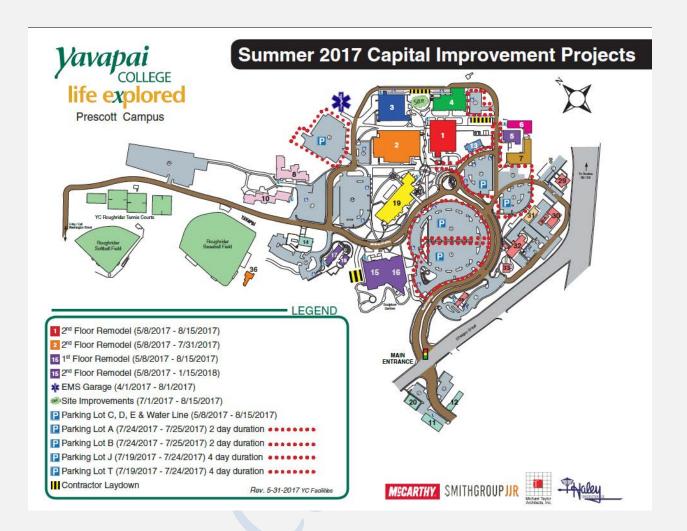
Building 4 Breezeway Decking Leaks - TBD/FY18

Phase 1 Baseball Field Drainage – TBD/FYFY18

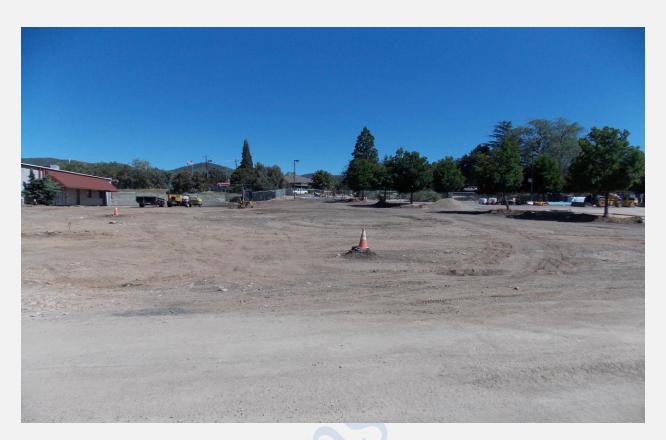
Phase 2 Prescott Waterline Replacement - TBD/ FY18

Phase 1 CTEC Parking Lot Drainage and Expansion – TBD/FY18

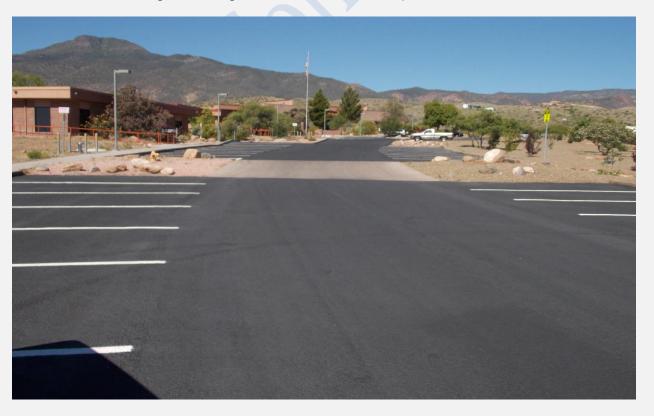
For more information, please see the Prescott site map below for a list of summer preventive maintenance and capital improvement projects.



Summer Schedule at the Prescott Campus



Building 7 Parking Lot and Water Line Replacement



Verde Valley Campus Parking Lot Fogging

Risk and Emergency Management





In the 1987 film Planes, Trains and Automobiles, stars John Candy and Steve Martin foolishly ignore the warnings of passing motorists.

Most will agree that the above movie scene was very funny, but driving the wrong way in real life is deadly serious. According to the NTSB, 300-400 people die each year

as the result of wrong way driving ("WWD"). In Arizona alone, there were 1,600 WWD incidents reported to police in 2016. Many more are thought to have occurred, but were resolved without a collision and not reported. WWD accidents have a much higher fatality rate because many result in head-on collisions, which can be severe even at slow speeds.



The Prescott campus is no exception. Yavapai College Police report that motorists are observed travelling the wrong way on campus roads on a <u>daily</u> basis! Fortunately, there have been no serious accidents – yet.

Most of these incidents happen when drivers heading east on Sheldon St. turn left onto Marston Ave. at the main entrance. Drivers mistakenly stay left of the median heading into the three lanes of traffic exiting the campus. Other areas include the rotary (aka roundabout or circle) and vehicles leaving the parking lot at building 28 (right turn only).



In an effort to reduce the amount of WWD, certain curbs have been painted with high visibility yellow paint and in the next couple of weeks additional signage, road markings and reflectors will be installed. In addition, the City has agreed to paint turn guide lines at the Sheldon St. and Marston St. intersection.



Current Entrance



Future Entrance

Please take care driving on campus, obey the 15 mph speed limit, follow the signs and watch for pedestrians! Together we can keep each other safe!

FACILITIES MANAGEMENT NEW TEAM MEMBERS

No new Facilities team members this month, but we are still looking to fill the vacated HVAC Technician position at the Prescott Campus and recently vacated Lead custodian at Clarkdale.

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

Presenter: Steve Irwin Start Time: 1:49 PM Item No: 21

Proposed By : Steve Irwin **Time Req :** 10

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

Description: Information from Instruction and Student Development to

Include: Academic Reorganization and Other Related Issues -

INFORMATION AND/OR DISCUSSION

Details: Dr. Ron Liss, New Vice President for Instruction and Student Development

will present an update on the following:

- Academic Reorganization

- Other Related Issues

Attachments:

No Attachments

Presenter : Steve Irwin Start Time : 1:59 PM Item No : 22

Proposed By: Steve Irwin **Time Req:** 0

Proposed: 12/8/2016 **Item Type**: Heading

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

Description: MONITORING REPORT (CONTINUED) - HEADING

Details:

Attachments:

No Attachments

Presenter: Steve Irwin Start Time: 1:59 PM Item No: 23

Proposed By : Steve Irwin **Time Req :** 5

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

Description: Receipt of President's Monitoring Report - Executive Limitation 2.3 -

Financial Management - MONITORING, DISCUSSION, AND/OR

DECISION

Details: Executive Limitation 2.3 - Financial Management

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

MOTION OPTIONS:

1. If Board intends to accept Monitoring Report:

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

2. If Board intends to not accept Monitoring Report:

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

If For Insufficient Evidence:

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

Attachments:

Title	Created	Filename
Report Policy 2.3.pdf	May 24, 2017	Report Policy 2.3.pdf
Compilation 2.3.pdf	Jun 08, 2017	Compilation 2.3.pdf

Monitoring Report Executive Limitations 2.3 – Financial Management June 2017

Executive Limitations 2.3 – Financial Management

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

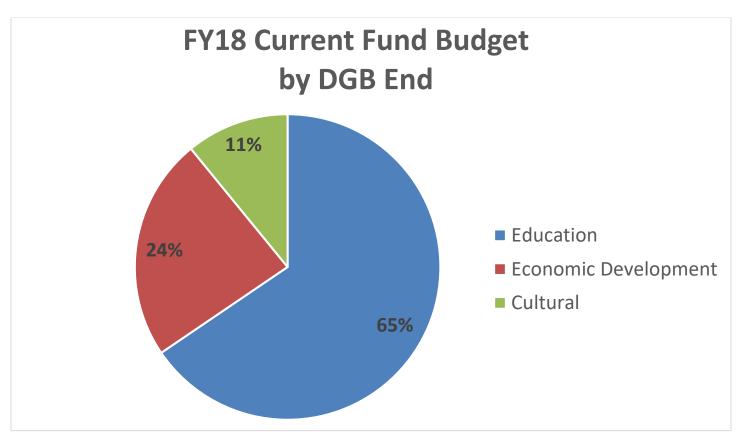
President's Interpretation:

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

Supporting Evidence:

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

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



Budget Alignment with Multi-Year Strategic Management Plan

The College *adopted* the 2015 – 2020 Strategic Plan in the fall of 2015 (2015 2020 Strategic Plan). This plan aligns with the Board's Ends as we strive to improve academic excellence, economic development, and cultural enrichment at a justifiable cost. The Budget Cycle is integrated with the Strategic Planning Cycle, as can be seen from the following link Budget Cycle and Strategic Planning

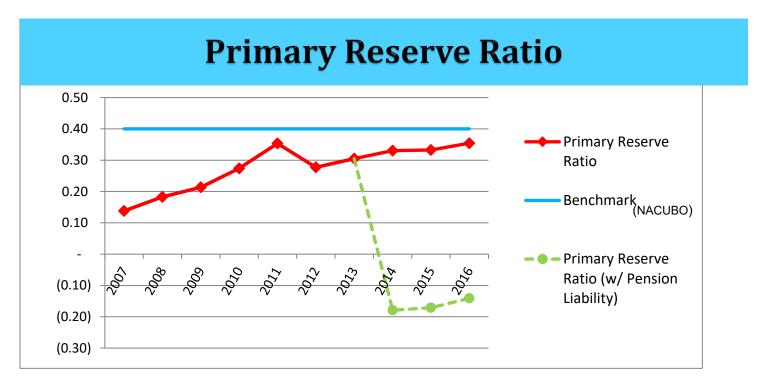
The President's interpretation and supporting evidence of Executive Limitation 2.3 is directly sustained by Strategic Initiative 5 "Fiscal Stewardship" which ensures the College continues to model fiscal stewardship. In fact, the College has adopted a variety of best practices in this area including transparency, annual benchmarking exercises, monthly financial reports, healthy contingencies and reserves, conservative budget assumptions, etc. Strategic Initiative 5 also requires the College to evaluate the Capital Improvement Plan and align it with student success initiatives. To that end, the College proposes updates to the Board on at least an annual basis. These recommendations are incorporated into the annual Budget process and ultimately approved by the Board.

Throughout the year, the Administration systematically presents a series of budget-related information to the Board as is documented on our College's budget website. <u>Yavapai College Budget</u>

Financial Solvency

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

The College reports four financial ratios to our accrediting agency, the Higher Learning Commission (HLC), on an annual basis. As you can see from the chart below, the College reserves are below the HLC target, but trending in the right direction. As discussed with the Board earlier this year, the primary reserve ratio is negative when considering the College's ASRS pension liability. This situation is mitigated as a result of the ASRS pension liability being paid over many years through the required actuarially determined contribution rate.



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

<u>Legal Requirements and Projections</u>

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).

Yavapai College has received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for 17 years in a row, and has had unqualified audit opinions during that same timeframe. 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.

President's Conclusion:

I report compliance.

<u>Presidential Monitoring Worksheet for Executive Limitations Policies</u> Policy 2.3 – Financial Management

Compilation - June 2017

Executive Limitation 2.3	Financial Management The President shall not allow annual financial planning and budgeting that deviates materially from the Board's Ends' priorities, jeopardizes financial solvency, or fails to be part of a multi-year strategic management plan, or violates applicable statutes.			
Is the interpretati	Is the interpretation reasonable? YES NO 5			
Does the data show accomplishment of the interpretation? YES NO			NO	
Is there sufficient evidence to indicate compliance with the Executive Limitation policy? NO 4			NO	
Based upon your review of the monitoring report, should this Executive Limitation policy be amended? NO 4				
Comments: McCasland: We need to review our end statements and reevaluate the CIP to support				

SHADED ITEMS should be discussed at the meeting.

only educational needs.

Presenter: Steve Irwin Start Time: 2:04 PM Item No: 24

Proposed By : Steve Irwin **Time Req :** 5

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

Description : Board Self-Evaluation - Board-President Linkage 4.5 - President

Compensation and Benefits - MONITORING AND DISCUSSION

Details: 4.5 President Compensation and Benefits

The Board shall negotiate a contract with the President that shall stipulate compensation and benefits for the President. The President's remuneration shall be decided in or about June of each year and shall be consistent with any existing contract, after a review of monitoring reports received in the last year.

Attachments:

Title	Created	Filename
4.5 Compilation.pdf	Jun 08, 2017	4.5 Compilation.pdf

District Governing Board Policy Review Evaluation of Board-President Linkage Policies

Compilation - June 2017

President Compensation and Benefits 4.5	The Board shall negotiate a contract with the President that shall stipulate compensation and benefits for the President. The President's remuneration shall be decided in or about June of each year and shall be consistent with any existing contract, after a review of monitoring reports received in the last year. e interpretation of this policy is my expectation of the accomplishments and/or		
behaviors of the Boa	ırd.	·	
	be a summation of my experience as a Board me	mber that I have	gathered
from participation, interaction, and contribution in Board undertakings. Is the interpretation reasonable? YES NO 4			
Does the data show	YES 4	NO	
Is there sufficient evidence to indicate compliance with this Board- President Linkage policy? YES 4			NO
Is this policy still rele	YES 4	NO	
Comments: McCasland: Undecided			

SHADED ITEMS should be discussed at the meeting.

Presenter: Steve Irwin Start Time: 2:09 PM Item No: 25

Proposed By : Steve Irwin **Time Req :** 10

Proposed: 12/8/2016 **Item Type**: Procedure Item

Policy No.	Description	Ref No
3.4	To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration 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: Steve Irwin Start Time: 2:19 PM Item No: 26

Proposed By: Steve Irwin **Time Req:** 0

Proposed: 12/8/2016 Item Type: Heading

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

Description: BOARD EDUCATION / STRATEGIC PLANNING - HEADING

Details:

Attachments:No Attachments

Presenter: Steve Irwin Start Time: 2:19 PM Item No: 27

Proposed By: Steve Irwin Time Req: 15

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

Description: Overview of Community College Legislative Changes by the Board's Legal

Counsel, Lynne Adams - INFORMATION AND/OR DISCUSSION

Details: Lynne Adams, District Governing Board Legal Counsel, will provide:

- Recap of legislative changes to the statutes that govern community colleges and their boards

Attachments:

Title	Created	Filename
Legislative Changes.pdf	Jun 07, 2017	Legislative Changes.pdf

Legislative Changes to Community College Statutes



Lynne C. Adams Osborn Maledon

June 13, 2017



Truth In Taxation

- I HB 2286: Modifies the required language to be published for a tax levy increase.
- Before amendment:

Taxes on \$100,000 home will increase from \$____ to \$____.

After amendment:

Taxes on \$100,000 home will be \$_____. Without the proposed tax increase, the total taxes would have been \$____.



JTEDS

- I HB 2248: Allows JTEDs to accept adult students who have federal financial aid, including Pell Grants.
- Federal Department of Education provided the statutory language so that JTEDs could continue to serve adult students in light of new regulations.
- Also allows college credit for JTED courses through a dual enrollment agreement with a college.
- Does not require Pell Grants to be used only for courses that are offered for college credits....



Veterans

- HB 2270: Allows veterans to receive community college credit toward vocational courses or certificates based on skills acquired during military service. Current law allows only for academic credit toward an associate degree.
- Community colleges must notify an applicant about potential eligibility for academic and vocational credit.
- I HB2415: Grants veterans immediate in-state tuition rates under certain circumstances.



Maricopa and Pima

- SB 1528: Although the general appropriations bill gave no state funding to Maricopa or Pima this year, the budget reconciliation bill removed the population limits for community colleges to receive state aid and STEM funding.
- I Previous law included a 750,000 population limit, effectively allowing no state aid to Maricopa or Pima.



Revenue Bond Approval

- HB 2019: Would have required community college bonds to be approved at an election, with all election fees to be paid by the college.
- Revenue bonds have no direct nexus to taxpayers, because property taxes cannot be used to pay revenue bonds, unlike general obligation bonds.
- Law currently requires colleges to submit revenue bond information to Joint Committee on Capital Review prior to issuance, but no voter approval is required.



Tuition for Rural Teachers

- HB 2252: Would have required universities and community colleges to provide a tuition waiver for any classified employee of a "rural school district" who wished to earn a degree.
- Individuals would have been required to teach in Arizona for at least two years after earning a degree.
- In addition to financial issues, fee waivers were only required for classes that had "unused capacity"— impossible to know in advance.



National Guard Tuition

- HB 2352: Would have allowed any member of the Arizona National Guard to pay the same tuition rate as a community college or university employee if the National Guard member exhausted federal benefits—pay only the delta between tuition and federal aid.
- Likely would have had little impact on community colleges because federal aid covers the average tuition amount. Would have greatly reduced university tuition collections.



Audits

- I HB 2128: Would have changed the audit requirements and expenditure reporting requirements for community colleges and many other political entities.
- Allowed the Auditor General to review attorney-client privileged documents and to attend executive sessions.
- Vetoed by Governor: vague and ambiguous language with unintended consequences.

Workforce Development



- HB 2501: Would have given \$200,000 from the Workforce Development Fund to Gila Community College, which is a *provisional* community college.
- I That funding grant would have reduced the amount of Workforce Development funding available to other community colleges.
- Did not pass out of committee, but in exchange for a yes vote on general budget bill, Gila was given \$250,000 in general funds.



Vehicle Reduction

- I HB 2440: Would have required community colleges, along with other "state agencies," to reduce motor vehicle fleet by 10% in next two fiscal years.
- Bill was passed and signed by Governor, but an amendment exempted community college districts.
- I Community colleges cannot use state-owned vehicles, so amendment made sense.



Other Bills of Interest

- HB 2344/2345: Would have established a 15 member State Board for Community Colleges and a 9 member study committee for a State Board.
 - Board could establish teacher qualifications, set tuition and fees, prescribe admission requirements.
- I **SB1019:** Would have provided an exception to a public records request if the request was "unduly burdensome or harassing."
- I SB 1384: Would have allowed student journalists to "freely exercise" freedom of speech. Vetoed.

Presenter: Steve Irwin Start Time: 2:34 PM Item No: 28

Proposed By : Steve Irwin **Time Req :** 0

Proposed: 12/8/2016 Item Type: Heading

Policy No.	Description	Ref No
3.4	To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration 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: Steve Irwin Start Time: 2:34 PM Item No: 29

Proposed By : Steve Irwin **Time Req :** 5

Proposed: 12/8/2016 **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:	560681
	1) Foundation Liaison 2) AADGB Representative 3) Board Spokesperson	

Description: Reports from Board Liaisons - Arizona Association for District Governing

Boards (AADGB); and Yavapai College Foundation - INFORMATION

AND/OR DISCUSSION

Details:

Arizona Association for District Governing Boards (AADGB) - Deb

McCasland and Dr. Connie Harris

Yavapai College Foundation - Dr. Patricia McCarver and Steve Irwin

Attachments:

No Attachments

Presenter: Steve Irwin Start Time: 2:39 PM Item No: 30

Proposed By: Steve Irwin **Time Req:** 0

Proposed: 12/8/2016 Item Type: Heading

Policy No.	Description	Ref No
3.4	To accomplish its job products with a governance style consistent with Board policies, the Board shall follow an annual agenda which (a) completes a reexploration 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: Steve Irwin Start Time: 2:39 PM Item No: 31

Proposed By : Steve Irwin **Time Req :** 5

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

Description: District Governing Board Dates and Places of Future Meetings -

DISCUSSION AND/OR DECISION

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

for Fiscal Year 2017 - 2018.

Attachments:

Title	Created	Filename
FY17-18- Proposed Dates and Places of Future Meetings.pdf	May 18, 2017	FY17-18- Proposed Dates and Places of Future Meetings.pdf

Proposed Dates and Places of Future Meetings – FY 2017-2018			
TYPE OF MEETING DATE/DAY/TIME/LOCATION			
JULY 2017 - NO BOARD MEETING			
Regular Board Meeting	August 8, 2017, Tuesday, 1:00 p.m. Location: Prescott Campus - Rock House		
Board Retreat	September 11, 2017 - 9:00 a.m. Location: Hassayampa Inn, Prescott		
Regular Board Meeting	September 12, 2017, Tuesday, 1:00 p.m. Location: Sedona - Rm 34		
Regular Board Meeting	October 10, 2017, Tuesday, 1:00 p.m. Location: Verde Valley Campus, Room M-137		
Regular Board Meeting	November 14, 2017, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House		
DECEMBE	R 2017 - NO BOARD MEETING		
Regular Board Meeting	January 9, 2018, Tuesday, 1:00 p.m. Location: Prescott Campus - Rock House		
Annual Board Workshop	February 12, 2018 - TBD Location: Prescott Campus - Rock House		
Regular Board Meeting	February 13, 2018, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House		
Regular Board Meeting*	March 6, 2018, Tuesday, 1:00 p.m. Location: Verde Valley Campus, Room M-137		
Regular Board Meeting	April 10, 2018, Tuesday, 1:00 p.m. Location: CTEC - 181		
Regular Board Meeting	May 8, 2018, Tuesday, 1:00 p.m. Location: Prescott Campus, Community Room 19-147		
Regular Board Meeting	June 12, 2018, Tuesday, 1:00 p.m. Location: Prescott Campus-Rock House		

^{*}March meeting changed due to Spring Break

5/11/17

Dates and Places of Events - FY 2017-2018			
Type of Event	Date/Day/Time/Location		
Association of Community College Trustees (ACCT) Leadership Congress	September 25–28, 2017 Location: Las Vegas, NV		
Nursing Pinning Ceremony	December 8, 2017, Friday – 3:00 p.m. Location: Prescott Campus – Performing Arts Center		
Northern Arizona Regional Training Academy (NARTA) Commencement	December 14, 2017, Thursday - 11:00 a.m. Location: Prescott Campus - Performing Arts Center		
Verde Valley Commencement	May 4, 2018, Friday, 6:00 p.m. Location: Verde Valley Campus		
Nursing Pinning Ceremony	May 5, 2018, Saturday, 1:00 p.m. Location: Prescott Campus - Performing Arts Center		
Prescott Commencement	May 5, 2018, Saturday, 6:00 p.m. Location: Prescott Campus - Performing Arts Center		
Northern Arizona Regional Training Academy (NARTA) Commencement	May 24, 2018, Thursday - 11:00 a.m. Location: Prescott Campus - Performing Arts Center		

Presenter: Steve Irwin Start Time: 2:44 PM Item No: 32

Proposed By : Steve Irwin **Time Req :** 0

Proposed: 5/5/2017 **Item Type**: Heading

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

Description: MONITORING REPORT (CONTINUED) - HEADING

Details:

Attachments:
No Attachments

Presenter : Steve Irwin Start Time : 2:44 PM Item No : 33

Proposed By : Steve Irwin **Time Req :** 10

Proposed: 5/5/2017 **Item Type**: Procedure Item

Policy No.	Description	Ref No
3.1.4	Shall monitor and regularly discuss the Board's own process and performance through:	560668
	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.	

Description: Board Meeting Evaluation (Monthly) - INFORMATION AND/OR

DISCUSSION

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

meeting.

Attachments:

Title	Created	Filename
June Qtrly Eval Worksheet.pdf	May 30, 2017	June Qtrly Eval Worksheet.pdf

Yavapai College District Governing Board Meeting Self-Evaluation (Monthly)

Completed for Month of: June 2017
Completed by:

1- Poor 2- Adequate 3 - Good 4- Outstanding	Brief comment of specific examples
	to support your response
The Board operates as a unit and honors Board decisions.	
Poor Adequate Good Outstanding	
The Board understands that its constituency is the entire community.	
Poor Adequate Good Outstanding The Board appratos athleally and without conflicts of interest	
The Board operates ethically and without conflicts of interest. 1 2 3 4	
Poor Adequate Good Outstanding	
Board decisions are based on the best interest of students.	
\Box 1 \Box 2 \Box 3 \Box 4	
Poor Adequate Good Outstanding	
Pool Adequate Good Outstanding	
During this evaluation, did we fall into any of the following beha	viors that need to be improved?
Yes No BEHAVIORS NEEDING IMPROVEMENT	_
Board focused on administrative/internal operations	
Board involved in making decisions in areas already dele	gated to CEO
Decisions without whole ownership input, or led by a fermion.	w vocal owners
4 Decisions without whole Board input, or led by a few vo	cal members
5 Board automatically approving decisions of individuals o	r committees without due consideration
6 Board focused on present and/or past	
7 Board making reactive decisions rather than pro-active of	decisions
If answered "Yes" for any number above, give a brief example.	
·	
What is the most important thing the board could do to improve our fu	nction as a board?

Presenter: Steve Irwin Start Time: 2:54 PM Item No: 34

Proposed By: Steve Irwin Time Req: 1

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 reexploration 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