

Yavapai College
District Governing Board
Regular Board Meeting

Tuesday, October 20, 2020
1:00 p.m.

Online Only

Link: <https://www.youtube.com/user/YavapaiCollege>

The College is committed to protecting the health and safety of its students, employees, and other community members during the COVID-19 pandemic. Therefore, until further notice, all College District Governing Board meetings will be held online only via Zoom. During this time, Open Call will not be included on October's meeting agenda.

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

Pursuant to A.R.S. §38-431.03.A.2, A.3 and A.4, the Board may vote to go into Executive Session, which will not be open to the public, for legal advice concerning any item on the agenda to review, discuss and consider records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law; or to consult with and instruct its attorneys regarding its position on contracts, litigation or settlement discussions. If indicated in the agenda, the Board may also vote to go into executive session, which will not be open to the public, to discuss specific agenda items.

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

Please note that meeting conclusion time is included for planning purposes only and does 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.

AGENDA

- 1.0 General Functions: Procedural (Reference: Board Policy 3.4 Agenda Planning)
 - 1.1 Call to Order (Reference: Board Policy 3.4 Agenda Planning) {Time: 1}
 - 1.2 Pledge of Allegiance (Reference: Board Policy 3.4 Agenda Planning) {Time: 1}
 - 1.3 Adoption of Agenda – **DECISION** (Reference: Board Policy 3.4 Agenda Planning) {Time: 5}
 - 1.4 Board Minutes Approval – **DISCUSSION AND DECISION** (Reference: Board Policy 3.5.4 Secretary) {Time: 5}
 - 1.4.1 Regular Board Meeting Minutes – Tuesday, September 8, 2020 (*Attached*)

- 2.0 New Business: (Reference Board Policy 3.2.1 Ownership Linkage)
 - 2.1 Consent Agenda – **DECISION** (Reference Board Policy 3.4.3.4 Consent Agenda) {Time: 10}
 - 2.1.1 Receipt of Report on Revenues and Expenditures for August 2020 (*Attached*)
 - 2.1.2 Intergovernmental Agreement for Governor’s Office of Youth, Faith and Family (*Attached*)
 - 2.1.3 Yavapai College District Governing Board Resolution 2020-04 (*Attached*)
 - 2.1.4 Sixth Amendment to Intergovernmental Agreement for Mountain Institute Career and Technical Education District (*Attached*)
 - 2.1.5 Waiver of Conflict of Interest from Yavapai County Attorney (*Attached*)
 - 2.2 Refinance Revenue Bonds - Dr. Clint Ewell – **INFORMATION, DISCUSSION, AND DECISION** (Reference: 2.5 Financial Conditions & Activities) {Time: 20} (*Attached*)
 - 2.3 Consideration on Conflict of Interest – Board Member Mitch Padilla- **INFORMATION AND DISCUSSION** (Reference: Board Policy 3.3.2 Conflict of Interest) {Time: 5}
 - 2.4 Spring 2021 College’s Reentry Plan – Dr. Lisa Rhine - **INFORMATION, DISCUSSION, AND DECISION** (Reference: Board Policy 2.6.1 Insurance) {Time: 15} (*Attached*)
 - 2.5 Proposed Scholarship, Tuition, and Fees for Fiscal Year 2022 - Dr. Clint Ewell – **INFORMATION, DISCUSSION, AND DECISION** (Reference: Board Policy 2.5 Financial Conditions & Activities) {Time: 20} (*Attached*)
 - 2.6 Budget Revision Request for Fiscal Year 2021 and Budget Format for Fiscal Year 2022 – Board Member Paul Chevalier – **INFORMATION, DISCUSSION, AND DECISION** (Reference: Board Policy 2.5 Financial Conditions & Activities) {Time: 20}
 - 2.7 Planned Maintenance for the Performing Arts Center – Dr. Clint Ewell - **INFORMATION, DISCUSSION, AND DECISION** (Reference: Board Policy 2.5 Financial Conditions & Activities) {Time: 10} (*Attached*)
 - 2.8 The Association of Community College Trustee Consultant Contract Revision – Board Chair Deb McCasland - **INFORMATION, DISCUSSION, AND DECISION** (Reference: Board Policy 2.5 Financial Conditions & Activities) {Time: 10} (*Attached*)
 - 2.9 Honorary Naming of the Soccer Practice Field – Mr. Rodney Jenkins - **DISCUSSION AND DECISION** (Reference: Board Policy 3.2.1.4 Other Activities) {Time: 10} (*Attached*)
 - 2.10 President’s Monitoring Reports – **MONITORING, DISCUSSION, AND DECISION** (Reference: Board Policy 3.4.4 President Monitoring) {Time: 15}
 - 2.10.1 Policy 2.2 Treatment of Students (*Attached*)

- 3.0 Information Business: (Reference: Board Policy 3.2.1 Ownership Linkage) –
 - 3.1 Board Self-Evaluation and Review of Board Policies **INFORMATION AND DISCUSSION** (Reference: Board Policy 3.1.5 Self-Evaluation) {Time: 30}
 - 3.1.1 Evaluation Board Policy 3 Governance Process (*Attached*)
 - 3.1.2 Evaluation Board Policy 3.2 Board Job Description (*Attached*)
 - 3.1.3 Evaluation Board Policy 4.2 Accountability of the President (*Attached*)
 - 3.1.4 Review Board Policy 4.3 Delegation to the President (*Attached*)
 - 3.1.5 District Governing Board Self-Evaluation (*Attached*)
 - 3.2 President’s Report - **INFORMATION** (Reference: Board Policy 2.8.1 Information to the Board) {Time: 50}
 - 3.2.1 Update on the College – Dr. Lisa Rhine
 - 3.2.2 Budget to Actual Monthly Report and Cash Reserves Monthly Report (*Attached*)
 - 3.2.3 Faculty Senate Report – Dr. Jennifer Jacobson
 - 3.2.3.1 Compassionate Care in Behavioral Health – Dr. Karly Way (*Attached*)
 - 3.2.4 Recruitment & Retention Update – Mr. Rodney Jenkins
 - 3.3 Board Liaisons Reports – **INFORMATIONAL AND DISCUSSION** (Reference: Board Policy 3.4 Agenda Planning) {Time: 15}
 - 3.3.1 Board Spokesperson – Board Chair Deb McCasland
 - 3.3.2 Arizona Association of Community College Trustees (AACCT) – Board Chair Deb McCasland and Board Member Ray Sigafos (*Attached*)
 - 3.3.3 Yavapai College Foundation – Board Secretary Patricia McCarver and Board Chair Deb McCasland
 - 3.4 Dates and Time of Future Meetings and Events (Reference: Board Policy 3.4 Agenda Planning) {Time: 10}
 - 3.4.1 2020-2021 Dates, Times, and Places of Future Meetings (*Attached*)
 - 3.4.1.1 November 17, 2020 Board Meeting In-Person - **INFORMATION, DISCUSSION, AND DECISION** (*Attached*)
 - 3.4.1.2 Selecting the Board Dinner Date/Time/Location in December 2020 **INFORMATION, DISCUSSION, AND DECISION** (*Attached*)
 - 3.4.1.3 Board Retreat Dates - **INFORMATION, DISCUSSION, AND DECISION** (*Attached*)
 - 3.4.2 2020-2021 Dates, Times, and Places of Future Events (*Attached*)
- 4.0 Adjournment of Regular Meeting: Procedural - **DECISION** (Reference: Board Policy 3.4 Agenda Planning) {Time: 1}

Item #1.4.1

Yavapai College
District Governing Board
Regular Board Meeting

Tuesday, September 8, 2020
1:00 p.m.

Online Only

Link: <https://www.youtube.com/user/YavapaiCollege>

Member Present:

Ms. Deb McCasland, Board Chair
Dr. Patricia McCarver, Secretary
Mr. Ray Sigafos, Board Member
Mr. Paul Chevalier, Board Member
Mr. Mitch Padilla, Board Member

Administration Present:

Dr. Lisa B. Rhine, President
Atty. Lynne Adams, Board Attorney
Ms. Yvonne Sandoval, Executive Assistant

MINUTES

- 1.0 General Functions: Procedural (Reference: Board Policy 3.4 Agenda Planning)
 - 1.1 Call to Order (Reference: Board Policy 3.4 Agenda Planning) {Time: 1}
Chair McCasland called the Yavapai College District Governing Board Meeting to order at 1:00 p.m.
 - 1.2 Pledge of Allegiance (Reference: Board Policy 3.4 Agenda Planning) {Time: 1}
The Pledge of Allegiance was led by Member Sigafos
 - 1.3 Oath of Office for New Board Member – Mr. Tim Carter, *Yavapai County School Superintendent* (Reference: Board Policy: 3.1.1. Trustee Obligation) {Time: 15}
Mr. Tim Carter, Yavapai County School Superintendent, administered the oath of office to Mr. Mitch Padilla. Mr. Padilla will serve District 5.
 - 1.4 Adoption of Agenda – **DECISION** (Reference: Board Policy 3.4 Agenda Planning) {Time: 5}
Member Sigafos moved, seconded by Member McCarver, to adopt the Governing Board Agenda. Motion was carried unanimously.

1.5 Board Minutes Approval – **DISCUSSION AND DECISION** (Reference: Board Policy 3.5.4 Secretary) {Time: 5}

1.5.1 Regular Board Meeting Minutes – Tuesday, July 28, 2020 (*Attached*)
Member Chevalier moved, seconded by Member McCarver, to approve the Regular Board Meeting Minutes from Tuesday, July 28, 2020 with the following edit to agenda item 2.4:

Member Chevalier sought to comment on the College’s future budget presentation at this time. Attorney Adams advised him that because the issue was not on the meeting agenda, he could not comment on it during the meeting, and that to do so would be a violation of the Open Meeting Law and that it could either be added to a future board meeting agenda or that he could raise it directly with President Rhine. **Motion was carried 4 Ayes (Ayes: McCasland, McCarver, Sigafos, and Chevalier) and 1 Abstention (Padilla).**

1.5.2 Special Session Minutes – Tuesday, August 4, 2020 (*Attached*)
Member McCarver moved, seconded by Member Chevalier, to approve the Special Session Minutes from Tuesday, August 4, 2020. Motion was carried 4 Ayes (Ayes: McCasland, McCarver, Sigafos, and Chevalier) and 1 Abstention (Padilla).

2.0 New Business: (Reference Board Policy 3.2.1 Ownership Linkage)

2.1 Consent Agenda – **DECISION** (Reference Board Policy 3.4.3.4 Consent Agenda) {Time: 10}

2.1.1 Receipt of Report on Revenues and Expenditures for July 2020 (*Attached*)

2.1.2 Letter for Alternate to Service on Yavapai Combined Trust Board (*Attached*)

Member Chevalier requested that agenda item 2.1.1. Receipt of Report on Revenues and Expenditures for July 2020 be removed from the Consent Agenda for discussion.

Member Chevalier moved, seconded by Member Sigafos, to approve the Consent Agenda with the exception of agenda item 2.1.1. Receipt of Report on Revenues and Expenditures for July 2020, which was removed for discussion. Motion was carried 4 Ayes (Ayes: McCasland, McCarver, Sigafos, and Chevalier) and 1 Abstention (Padilla).

Member Chevalier asked questions regarding various items included in the Report provided with agenda item 2.1.1. Receipt of Report on Revenues and Expenditures for July 2020. His suggested that the budget be revised to more accurately reflect current fiscal year revenues and expenses. Dr. Ewell suggested that revisions be made in the next few months, after additional information is available.

Member Chevalier moved, seconded by Member McCarver, to approve Consent Agenda item 2.1.1. Receipt of Report on Revenues and Expenditures for July 2020. Motion was carried 4 Ayes (Ayes: McCasland, McCarver, Sigafos, and Chevalier) and 1 Abstention (Padilla).

- 2.2 Board Self-Evaluation and Review of Board Policies **INFORMATION AND DECISION** (Reference: Board Policy 3.1.5 Self-Evaluation) {Time: 30}
- 2.2.1 Evaluation Board Policy 3.3 Board Member Code of Conduct and Ethics (*Attached*)
- 2.2.2 Evaluation Board Policy 3.4 Agenda Planning (*Attached*)
- 2.2.3 Evaluation Board Policy 4.6 Conferral of President Emeritus/a Status (*Attached*)
- 2.2.4 Review Board Policy 4.1 Unity of Control (*Attached*)
- 2.2.5 Review Board Policy 4.5 President Compensation and Benefits (*Attached*)
- 2.2.6 Review Board Policy 4.7 President Succession (*Attached*)
- The Board discussed many of the comments included in each of these documents. Several of the comments related to potential revisions to current policy language. The Board's Executive Assistant will track those requests so that they can be considered when the Board next reviews its policies.
- 2.3 Board Education – Atty. Lynne Adams - **INFORMATION AND DISCUSSION** (Reference: Board Policy 3.3 Board Member Code of Conduct and Ethics) {Time: 10}
- 2.3.1 Board Minutes Legal Requirements and Best Practices
- Atty. Adams gave a presentation to the Board Members on legal requirements and best practices for preparing minutes of the Board meetings, including the primary purpose of minutes. The Board members made comments regarding the preferred preparation format for the minutes.
- 2.4 Potential Board Response to Published Statement– Chair Deb McCasland- **DISCUSSION AND DECISION** (Reference: Board Policy Interaction with Public, Press, or other Entities) {Time: 45} (*Attached*)
- The Board members discussed Member Chevalier's statement posted online and the proposed response to the statement. Member Chevalier defended the content of his statement.

Member Sigafos moved, seconded by Member McCarver, to adopt and release the attached statement (*attached to the minutes is the statement*) as a whole, as the Yavapai College District Governing Board's official response to a previously-published statement by Member Chevalier. Motion was carried 4 Ayes (Ayes: McCasland, McCarver, Sigafos, and Padilla) and 1 Nay (Nay: Chevalier).

Short Recess – Meeting recessed at 2:10 p.m.; reconvened at 2:20 p.m.

- 2.5 President's Monitoring Reports – **MONITORING, DISCUSSION, AND DECISION** (Reference: Board Policy 3.4.4 President Monitoring) {Time: 15}
- 2.5.1 Policy 2.1 Treatment of Employees (*Attached*)
- Member McCarver moved, seconded by Member Sigafos, that we have read the President's Monitoring Report regarding Policy 2.1 Treatment of Employees and its subpolicies, 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 2.1 and its subpolicies. Motion was carried unanimously.**

- 2.6 Verde Valley Skilled Trade Center – Dr. Clint Ewell - **INFORMATION, DISCUSSION, AND/OR DECISION** (Reference: Board Policy 2.8 Communication and Support to the Board) {Time: 10}
Dr. Ewell provided the Board with historical information regarding the College’s location search for the Verde Valley Skilled Trade Center and the College’s current proposal regarding locating the Center on the Verde Valley Campus. He also provided the Board with information regarding the cost of the Center and the potential sources of the necessary funds.

Member Sigafos moved, seconded by Member McCarver, to increase the current fiscal 2020-2021 Capital Improvement Plan Budget by \$600,000 dollars for the implantation of the Skilled Trade Center on the Clarkdale campus. Motion was carried unanimously.

- 3.0 Information Business: (Reference: Board Policy 3.2.1 Ownership Linkage) –
- 3.1 President’s Report - **INFORMATION** (Reference: Board Policy 2.8.1 Information to the Board) {Time: 50}
- 3.1.1 Update on the College – Dr. Lisa Rhine
- 3.1.1.1 COVID-19 Update – Dr. Lisa Rhine
Dr. Rhine gave a presentation on the update on the College and COVID-19, including the College’s safety plans for employees and students.
- 3.1.1.2 Capital Improvements – Dr. Clint Ewell
Dr. Ewell gave a presentation on the status of the College’s work on previously-approved Capital Improvement projects, including the costs of projects.
- 3.1.2 Budget to Actual Monthly Report and Cash Reserves Monthly Report
(Attached)
The Budget to Actual Monthly Report and Cash Reserves Monthly Report is provided in the Board packet.
- 3.1.3 Faculty Senate Report – Dr. Jennifer Jacobson
Dr. Jacobson gave a presentation for Member Padilla on the Faculty Senate Association. Professor Jason Ebersole gave a presentation on the Allied Health Services, Health Information Management, and Emergency Medical Services.
- 3.1.4 Regional Economic Development Center Project Report – Mr. Rodney Jenkins
Mr. Jenkins, Mr. Hernandez, and Ms. Jones gave a presentation on the Regional Economic Development Center project, focusing on its recent work and its future goals and projects.

- 3.2 Board Liaisons Reports – **INFORMATIONAL AND DISCUSSION** (Reference: Board Policy 3.4 Agenda Planning) {Time: 15}
- 3.3.1 Board Spokesperson – Board Chair McCasland
Chair McCasland stated that preparing the Governing Board’s response to Member Chevalier’s statement, which was just approved, was her main activity. She has received a request from Mr. Ray Newton. Mr. Newton is interested in doing a series of articles in different publications on Yavapai College. Mr. Newton’s next project will be on the Viticulture and Enology program.
- 3.3.2 Arizona Association of Community College Trustees (AACCT) – Board Chair McCasland and Member Sigafos
Chair McCasland stated the AACCT had a virtual meeting to elect new leadership. Mr. Demion Clinco from Pima Community College is the new president, and Ms. Deb McCasland is the new treasurer.
- 3.3.3 Yavapai College Foundation – Member McCarver and Board Chair McCasland
Member McCarver stated that the Foundation has been off for the summer and the next meeting will be tomorrow. Member McCarver will attend that meeting and will have a report next Board meeting. Chair McCasland stated the Foundation had a virtual reception for the scholarships that are funded by the Jewish Community Foundation, YRMC, and private individuals.
- 3.3 Dates and Time of Future Meetings and Events (Reference: Board Policy 3.4 Agenda Planning) {Time: 10}
- 3.3.1 2020-2021 Dates, Times, and Places of Future Meetings (*Attached*)
On the request of Member Sigafos, the Board agreed to move the November Board Regular Meeting to Tuesday, November 17, 2020 at 1:00 p.m.
- 3.3.1.1 Board Retreat Dates - **INFORMATION, DISCUSSION, AND DECISION** (*Attached*)
- 3.3.2 2020-2021 Dates, Times, and Places of Future Events (*Attached*)
- 4.0 Adjournment of Regular Meeting: Procedural - **DECISION** (Reference: Board Policy 3.4 Agenda Planning) {Time: 1}
Member Sigafos moved, seconded by Member McCarver, to adjourn the meeting. Motion was carried unanimously.

Regular meeting adjourned at 4:08 p.m.

Yavapai College District Governing Board Approved Statement- September 8, 2020

It is on behalf of the Yavapai College District Governing Board (DGB) and in response to the Eye on Yavapai posting of *Third District Representative Paul Chevalier Wants Yavapai College to Produce a More Transparent Budget, July 31, 2020*, that I write this response. The DGB believes that the community deserves to have accurate information about the College's budget reporting processes. The DGB is responsible for governing on behalf of and is accountable to the taxpayers of Yavapai County. As members, we fulfill this accountability by developing policies that govern the operations of the college. All operation decisions are delegated to the president of the college and the president is then held accountable for the delegated areas through our structured and transparent monitoring process.

It is extremely important that we as DGB members respect and adhere to our delegated structure. For a number of reasons, most importantly to maintain good standing with our Accreditation body. We also must respect the leadership of our president. We are very proud of what our president has accomplished in a very short period of time. She came in and listened, to our students, staff, faculty, Board and community. She has taken that information and made significant changes in both operational structure and fiscal management and reporting.

There is truly transparency in her approach and leadership style. Under Dr. Rhine's leadership the institution has incorporated significant changes in the way the college's budget is structured and reported. The report now includes budgetary data by department outlining every expenditure including employee information by classification as well as information related to our auxiliaries, performance center (PAC). In addition, the budget specifies expenditures separated by the two sides of the county. We asked for these changes and the president delivered.

The college presents this information and the DGB has ample opportunities to ask detail questions annually beginning in October with a discussion and presentation from the college on revenue assumptions. In November the college provide information from environmental scanning, there is a budget workshop for the DGB in January, there is also a presentation and discussion in March regarding all Capital expenditures. After four to five months of discussion, the president presents a detailed preliminary budget in April with opportunity for DGB and community input and a final budget in May. The DGB has plenty opportunity to provide input from the detailed information submitted. As a long term DGB member, I think this process is thorough, detailed, transparent and effective. It is not about how many pages we have, it is about the consistent transparency and I want to commend Dr. Rhine for her fiscal responsibility, leadership and business acumen.

Ms. Deb McCasland,
Board Chair

Respectfully submitted:

Yvonne Sandoval, Recording Secretary

Date:

Ms. Deb McCasland, Board Chair

Dr. Patricia McCarver, Secretary

Item #2.1.1

YAVAPAI COLLEGE

FINANCIAL UPDATE

August 2020

FY2019-2020 Close and Audit

- The year-end close for FY2019-20 is planned for November 2020.
- The auditors will begin their field work on October 12, 2020. The audit report (Comprehensive Annual Financial Report) will be issued in mid-December 2020 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 FY2019-20 will be presented to the Board in early 2021.

FY 2020-2021 Budget

General Fund

- Total property taxes collected in a fiscal year, including past due taxes from prior years, has averaged approximately .2% less than the current year levy. We expect collections to decrease slightly due to the effects of COVID-19 which will be covered by the budgeted property tax contingency account.
- Tuition and fees is projected to come in below budget for the fiscal year based upon a 9.8% decrease in fall enrollment. This shortfall will largely be covered by the budgeted tuition and fees contingency set-aside and reduced spending as result of the pandemic.

Auxiliary Fund

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

- The total Auxiliary fund is projected to be below budget for the fiscal year due to the effects of COVID-19. The largest decreases are expected to be in the residence halls, the FEC and community events. Several full-time employees have been moved to other departments which will lessen the impact. The total amount of the shortfalls will depend upon several factors including the college's ability to operate at closer to normal levels in the spring of 2021.

Unexpended Plant Fund

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

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

**For the Two Months Ended August 31, 2020
Fiscal Year 2020-2021**

District Governing Board

Fiscal Year 2020-21 Budget:

\$ 261,450

	<u>Purpose</u>	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Total Expenditures/ Encumbrances</u>	
EXPENDITURES (note 1):					
Salary Expenses	Staff Support	\$ 7,049	\$ 31,326	\$ 38,375	
Association of Community College Trustees	Membership & Conference Fees	7,470	-	7,470	
Association of Community College Trustees	Consulting & Facilitation Fees	-	12,200	12,200	
JS Reporting, Inc.	Captioning Services	450	-	450	
Osborn Maledon PA	Legal Counsel	3,679	56,321	60,000	
Ourboardroom Technologies	Software Maintenance	6,708	-	6,708	
Supplies/Other	Various Vendors	5	-	5	
YC Printing Services	Printing	141	-	141	
				<u>125,349</u>	<u>125,349</u>
Remaining Budget - August 31, 2020					<u>\$ 136,101</u>

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Two Months Ended August 31, 2020 - 16.7% of the Fiscal Year Complete

Fiscal Year 2020-2021

SUMMARY - ALL FUNDS

	<u>Year-to-Date</u> <u>Revenues</u>		<u>Year-to-Date</u> <u>Revenues</u>	<u>Budget</u>	<u>Percent of</u> <u>Budget</u>	
REVENUES:						
General Fund	\$ 11,231,608		\$ 11,231,608	\$ 48,664,600	23.1%	
Restricted Fund	4,208,397		4,208,397	13,831,000	30.4%	
Auxiliary Fund	613,220		613,220	5,089,000	12.0%	
Unexpended Plant Fund	3,395,546		3,395,546	10,405,500	32.6%	
Debt Service Fund	689,854		689,854	4,129,900	16.7%	
TOTALS	<u>20,138,625</u>		<u>20,138,625</u>	<u>82,120,000</u>	<u>24.5%</u>	
	<u>Year-to-Date</u> <u>Expenditures</u>	<u>Encumbered</u> <u>Obligations</u>	<u>Labor</u> <u>Encumbrances</u>	<u>Total</u> <u>Expenditures</u> <u>and Non-Labor</u> <u>Encumbrances</u>	<u>Budget</u>	<u>Percent of</u> <u>Actual and Non-</u> <u>Labor</u> <u>Encumbrances</u> <u>to Budget</u>
EXPENDITURES (note 1):						
General Fund	\$ 6,918,478	\$ 22,624,074	\$ 21,021,588	\$ 8,520,964	\$ 48,664,600	17.5%
Restricted Fund	3,842,226	1,354,031	998,485	4,197,772	13,831,000	30.4%
Auxiliary Fund	425,940	1,325,215	1,120,454	630,701	5,089,000	12.4%
Unexpended Plant Fund	1,056,526	3,399,261	-	4,455,787	10,405,500	42.8%
Debt Service Fund	1,400	687,658	-	689,058	4,129,900	16.7%
TOTALS	<u>12,244,570</u>	<u>29,390,239</u>	<u>23,140,527</u>	<u>18,494,282</u>	<u>82,120,000</u>	<u>22.5%</u>
SURPLUS/(DEFICIT)				<u>1,644,343</u>	<u>-</u>	

COMMENTS:

Through the second month, 22.5% of budget has been committed (excluding labor encumbrances) compared to 24.5% of revenues received.

The budget currently has a surplus of \$1,644,343.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Two Months Ended August 31, 2020 - 16.7% of the Fiscal Year Complete

Fiscal Year 2020-2021

GENERAL FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>FY 20/21 Budget</u>	<u>Percent of Budget</u>	<u>FY 20/21 Estimate</u>	<u>Budget to Estimate Variance</u>	<u>FY 19/20 Actuals</u>	<u>Percent Change (Current Versus Prior Year)</u>		
REVENUES:											
Primary Property Taxes	\$ 6,533,756		\$ 6,533,756	\$ 39,320,500	16.6%	\$ 39,222,200	\$ (98,300)	\$ 6,331,348	3.2%		
Primary Property Taxes - Contingency	-		-	(150,000)	0.0%	(51,700)	98,300	-	0.0%		
Tuition and Fees	4,971,076		4,971,076	11,647,000	42.7%	10,691,900	(955,100)	5,242,851	-5.2%		
Tuition and Fees - Contingency	-		-	(570,000)	0.0%	(20,000)	550,000	-	0.0%		
State Appropriations	146,450		146,450	585,800	25.0%	585,800	-	590,675	-75.2%		
Other Revenues	20,302		20,302	419,700	4.8%	\$ 390,300	(29,400)	50,823	-60.1%		
Interest Income	574		574	54,900	1.0%	54,900	-	56,604	-99.0%		
Fund Balance Applied to Budget	328,067		328,067	1,968,400	16.7%	1,968,400	-	633,333	-48.2%		
General Fund Transfer Out	(768,617)		(768,617)	(4,611,700)	16.7%	(4,611,700)	-	(1,068,850)	-28.1%		
TOTAL REVENUES	11,231,608		11,231,608	48,664,600	23.1%	48,230,100	(434,500)	11,836,784	-5.1%		
		<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>FY 20/21 Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>	<u>FY 20/21 Estimate</u>	<u>Budget to Estimate Variance</u>	<u>FY 19/20 Actuals</u>	<u>Percent Change (Current Versus Prior Year)</u>
EXPENDITURES (Note 1):											
Instruction		\$ 1,658,288	\$ 8,782,233	\$ 8,566,427	\$ 1,874,094	\$ 19,327,900	9.7%	\$ 19,134,627	\$ (193,224)	\$ 1,755,861	-5.6%
Academic Support		879,856	2,286,847	2,221,544	945,159	4,432,200	21.3%	4,387,878	(44,322)	873,367	0.7%
Institutional Support		2,485,314	5,495,548	4,747,564	3,233,298	10,487,100	30.8%	10,382,229	(104,871)	2,496,819	-0.5%
Student Services		853,199	2,963,064	2,890,804	925,459	6,479,600	14.3%	6,408,324	(71,276)	901,739	-5.4%
Operation/Maintenance of Plant		837,827	2,870,568	2,369,435	1,338,960	6,467,100	20.7%	6,402,429	(64,671)	969,315	-13.6%
Scholarships		157,433	-	-	157,433	1,121,900	14.0%	1,020,929	(100,936)	397,111	-60.4%
Public Service		46,561	225,814	225,814	46,561	348,800	13.3%	348,800	-	54,998	-15.3%
TOTAL EXPENDITURES		6,918,478	22,624,074	21,021,588	8,520,964	48,664,600	17.5%	48,085,216	(579,300)	7,449,210	-7.1%
SURPLUS/(DEFICIT)					\$ 2,710,644	\$ -					

COMMENTS:

First quarter State Aid was received in July 2020.

Tuition and Fees revenues above budget due to most of the revenue related to the fall 2020 semester being recorded. This will even out over the next few months. Tuition & Fees is below the prior year due to COVID-19 and reduced enrollment.

Instructional expenditures under budget due to faculty contracts beginning in mid-August.

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

Scholarships below the prior year by 60.4% as a result of athletics not being played for the fall semester.

The Budget currently has a surplus of \$2,710,644.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND - TOP TEN EXPENDITURES BY ACCOUNT & ACCOUNTS GREATER THAN \$100,000

For the Two Months Ended August 31, 2020 - 16.7% of the Fiscal Year Complete

Fiscal Year 2020-2021

<u>Expenditures By Account</u>	<u>Year to Date (As of 8/31/20)</u>	<u>Prior Year (As of 8/31/19)</u>	<u>Percent Change</u>	
Salary and Benefits	\$ 4,605,531	\$ 4,799,139	-4.0%	1
Maintenance Contracts - Software	746,712	744,712	0.3%	
Liability Insurance	285,003	281,650	1.2%	
Software/Licenses	203,318	177,663	14.4%	2
Electricity	180,480	205,165	-12.0%	3
Scholarship Expense	157,433	396,876	-60.3%	4
Internet Subscriptions	83,057	57,333	44.9%	5
Contractual Services - Other	76,487	63,690	20.1%	6
Memberships & Dues - Instit'l	75,942	72,772	4.4%	
Other	464,520	650,210	-28.6%	7
	<u>\$ 6,878,483</u>	<u>\$ 7,449,210</u>	<u>-7.7%</u>	

- 1** - Salary and Benefits decreased by 4.0% as a result of several full-time vacant positions being held open and a large decrease in part-time wages due to COVID-19.
- 2** - Software/Licenses increased modestly due to additional resources needed as a result of COVID-19.
- 3** - Electricity decreased from the prior year due to reduced usage due to COVID-19.
- 4** - Scholarship Expense decreased as a result of athletics not being played for the fall semester, honor students not being in the residence halls, and fewer RAs.
- 5** - Internet Subscriptions increased primarily due to the Library and other departments purchasing more database related subscriptions.
- 6** - Contractual Services increased due to the timing of payments from the prior year. It's expected that this will level out over the coming months.
- 7** - Other represents over 50 accounts that include items such as printing, merchant credit card fees, supplies (e.g. custodial, HVAC), travel, telephone/internet, and equipment maintenance contracts. While most of the decrease is a result of COVID-19 and goods/services not being used this fiscal year, some of the decrease can be attributed to the timing of payments.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Two Months Ended August 31, 2020 - 16.7% of the Fiscal Year Complete

Fiscal Year 2020-2021

RESTRICTED FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
REVENUES:					
Federal Grants and Contracts	\$ 3,467,551		\$ 3,467,551	\$ 12,435,000	27.9%
State Grants and Contracts	5,758		5,758	254,000	2.3%
Private Gifts, Grants and Contracts	153,245		153,245	1,044,000	14.7%
Proposition 301 Funds	274,918		274,918	420,500	65.4%
State Appropriation - STEM Workforce	174,375		174,375	697,500	25.0%
Fund Balance Applied to Budget	10,000		10,000	60,000	16.7%
Restricted Fund Transfer Out	-		-	(1,080,000)	0.0%
Reimbursement Due	122,550		122,550	N/A	N/A
TOTAL REVENUES	4,208,397		4,208,397	13,831,000	30.4%

	<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>
EXPENDITURES (Note 1):						
Instruction	\$ 216,794	\$ 676,657	\$ 457,124	\$ 436,327	\$ 2,242,100	19.5%
Academic Support	69,616	-	-	69,616	-	100.0%
Institutional Support	6,806	65,770	-	72,576	-	100.0%
Student Services	221,232	537,330	475,374	283,188	1,499,400	18.9%
Operation/Maintenance of Plant	39,743	-	-	39,743	-	100.0%
Scholarships	3,264,052	-	-	3,264,052	9,930,500	32.9%
Public Service	23,983	74,274	65,987	32,270	159,000	20.3%
TOTAL EXPENDITURES	3,842,226	1,354,031	998,485	4,197,772	13,831,000	30.4%
SURPLUS/(DEFICIT)				\$ 10,625		

COMMENTS:

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

First quarter STEM Workforce appropriation was received in July 2020.

Academic Support, Institutional Support and Operation/Maintenance of Plant expenditures were spent from the federal CARES Act Institutional funds received by the college, and we not specifically budgeted in these program categories.

Scholarships at 32.9% of budget due to fall 2020 financial aid awards being made.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Two Months Ended August 31, 2020 - 16.7% of the Fiscal Year Complete

Fiscal Year 2020-2021

AUXILIARY FUND

	<u>Budgeted Revenues</u>	<u>Budgeted Expenses</u>	<u>Budgeted Surplus/ (Deficit)</u>	<u>Actual Revenues</u>	<u>Actual Expenditures and Non-Labor Encumbrances</u>	<u>Year-to-date Surplus/ (Deficit)</u>
AUXILIARY ENTERPRISES						
Residence Halls and Summer Conferences	\$ 626,000	\$ 348,950	\$ 277,050	\$ 78,690	\$ 50,312	\$ 28,378
Transfer To Debt Fund to Pay Revenue Bonds	(400,950)	-	(400,950)	(67,317)	-	(67,317)
Subtotal - Residence Halls and Summer Conferences	<u>225,050</u>	<u>348,950</u>	<u>(123,900)</u>	<u>11,373</u>	<u>50,312</u>	<u>(38,939)</u>
Bookstore Rental and Commissions	130,000	-	130,000	55,435	-	55,435
Food Service & Vending	35,500	286,000	(250,500)	1,495	32,500	(31,005)
Edventures	424,800	382,600	42,200	(6,590)	5,905	(12,495)
Winery - Tasting Room	153,800	319,300	(165,500)	12,135	45,989	(33,854)
Family Enrichment Center	452,800	741,800	(289,000)	12,991	72,880	(59,889)
Community Events	607,000	989,300	(382,300)	77,114	146,786	(69,672)
Performing Arts Productions	198,500	236,150	(37,650)	-	14,288	(14,288)
SBDC (Federal Grant Match Requirement)	-	97,300	(97,300)	-	18,808	(18,808)
Yavapai College Foundation	422,600	422,600	-	53,870	53,870	-
Other Auxiliary Enterprises	82,500	74,200	8,300	2,655	7,563	(4,908)
Fund Balance Applied to Budget	100,000	-	100,000	16,667	-	16,667
General Fund Transfer In	2,256,450	-	2,256,450	376,075	-	376,075
Contingency	-	100,000	(100,000)	-	-	-
Facilities & Administrative Allocation	-	1,090,800	(1,090,800)	-	181,800	(181,800)
	<u>5,089,000</u>	<u>5,089,000</u>	<u>-</u>	<u>613,220</u>	<u>630,701</u>	<u>(17,481)</u>

Comments:

The Budget currently has a deficit of \$(17,481), however, the Auxiliary Fund is expected exceed budget due to the effects of COVID-19. The largest decreases are expected to be in the residence halls, FEC and community events. Several full-time employees have been moved to other departments which will lessen the impact. The total amount of the shortfalls will depend upon several factors including the college's ability to operate at closer to normal levels in the spring of 2021.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Two Months Ended August 31, 2020 - 16.7% of the Fiscal Year Complete

Fiscal Year 2020-2021

UNEXPENDED PLANT FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>		
REVENUES:							
Primary Property Taxes	\$ 1,394,222		\$ 1,394,222	\$ 8,390,500	16.6%		
Primary Property Taxes - Contingency	-		-	(45,000)	0.0%		
Investment Income	1,324		1,324	30,000	4.4%		
Other	-		-	30,000	0.0%		
General Fund Transfer In	2,000,000		2,000,000	2,000,000	100.0%		
TOTAL REVENUES	3,395,546		3,395,546	10,405,500	32.6%		
		<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>
EXPENDITURES (Note 1):							
Planned Maintenance		\$ 542,395	\$ 1,057,404	\$ -	\$ 1,599,799	\$ 3,166,000	50.5%
Unplanned Maintenance		25,163	79,287	-	104,450	275,600	37.9%
Capital Improvement Projects		84,182	1,418,832	-	1,503,014	4,053,200	37.1%
Equipment		357,262	762,097	-	1,119,359	2,091,000	53.5%
Furniture and Fixtures		14,024	33,572	-	47,596	257,500	18.5%
Library Books		-	48,069	-	48,069	98,700	48.7%
Contributions to Capital Projects Accumulation Account		33,500	-	-	33,500	201,000	16.7%
Operating Contingency		-	-	-	-	262,500	0.0%
TOTAL EXPENDITURES		1,056,526	3,399,261	-	4,455,787	10,405,500	42.8%
SURPLUS/(DEFICIT)					\$ (1,060,241)	-	

COMMENTS:

The Budget currently has a deficit of (\$1,060,241) as a result of a significant amount of Capital Improvement and Preventative Maintenance projects being encumbered for the fiscal year. The supporting revenues/transfers will be received over the remaining fiscal year.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Two Months Ended August 31, 2020 - 16.7% of the Fiscal Year Complete

Fiscal Year 2020-2021

DEBT SERVICE FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>	
REVENUES:						
Secondary Property Taxes	\$ 373,658		\$ 373,658	\$ 2,248,700	16.6%	
Secondary Property Taxes - Contingency	-		-	(15,000)	0.0%	
Investment Income	830		830	10,000	8.3%	
General Fund Transfer In	239,208		239,208	1,435,250	16.7%	
Auxiliary Fund Transfer In	66,825		66,825	400,950	16.7%	
Fund Balance Applied to Budget	9,333		9,333	50,000	18.7%	
TOTAL REVENUES	689,854		689,854	4,129,900	16.7%	
	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>
EXPENDITURES (Note 1):						
General Obligation Bonds						
Principal Payments	\$ -	\$ 366,667	\$ -	\$ 366,667	\$ 2,200,000	16.7%
Interest Payments	-	14,958	-	14,958	89,750	16.7%
Pledged Revenue Obligations						
Principal Payments	-	200,000	-	200,000	1,200,000	16.7%
Interest Payments	-	39,208	-	39,208	235,250	16.7%
Revenue Bonds						
Principal Payments	-	55,000	-	55,000	330,000	16.7%
Interest Payments	-	11,825	-	11,825	70,950	16.7%
Bank Fees	1,400	-	-	1,400	3,950	35.4%
TOTAL EXPENDITURES	1,400	687,658	-	689,058	4,129,900	16.7%
SURPLUS/(DEFICIT)				\$ 796	\$ -	

COMMENTS:

Through the second month, 16.7% of budget has been committed compared to 16.7% of revenues received.

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

AMENDMENT # 2
for
INTERGOVERNMENTAL AGREEMENT
No. IGA-PFS-19-093018-02Y3

between the
GOVERNOR'S OFFICE OF YOUTH, FAITH AND FAMILY
and the
YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

I. Pursuant to **Section II, TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**, the following sections of the above referenced Interagency Service Agreement are hereby amended as follows:

A. Section II, TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

Pursuant to this provision, the State of Arizona hereby exercises its option to renew this Agreement for twelve months. The Agreement renewal period shall be effective September 30, 2020 through September 29, 2021.

B. Section III, DESCRIPTION OF SERVICES

Pursuant to this provision, the Description of Services shall be amended to read:

The Yavapai Community College shall:

1. Provide services in accordance with this Agreement, which includes Attachment A (*Yavapai College Scope of Work for Year 3*), incorporated into this Agreement in its entirety).

The GOYFF shall:

1. Provide guidance and technical assistance as needed/requested.
2. Ensure that opportunity to participate in trainings specific to substance abuse prevention are offered to sub-grantees.
3. Conduct at least one site visit during the duration of the grant.

C. Section IV, REPORTING REQUIREMENTS

Pursuant to Term and Condition, "Reporting Requirements," this section shall be amended to acknowledge the updated reporting schedule and process as follows:

Quarterly Report Deadlines to the GOYFF Program Administrator using the template provided by the GOYFF in Attachment A shall be due:

- Quarter 1, January 15, 2021
- Quarter 2, April 15, 2021
- Quarter 3, July 15, 2021
- Quarter 4, October 15, 2021

Financial Reports are due ten (10) days after the month and/ or at the end of the quarter.

Note: Please be aware that the due dates may change and additional deliverables may be required due to requests made by SAMHSA.

D. Section V, MANNER OF FINANCING

Pursuant to Term and Condition, "Manner of Financing," the GOYFF shall provide up to \$189,655.04 to the Grantee for costs approved in the Grantee's renewal application for Year Three funding, in accordance with Attachment A, (*Yavapai College Scope of Work for Year 3*), incorporated into this Agreement in its entirety).

Except as specifically stated herein, all other terms and conditions of this service agreement remain unchanged.

In Witness Whereof, the parties have set their hands to this amendment as of the day and year herein indicated.

**YAVAPAI COUNTY COMMUNITY COLLEGE
DISTRICT**

**GOVERNOR’S OFFICE OF YOUTH,
FAITH AND FAMILY**

Deb McCasland Date
District Governing Board Chair

Maria Fuentes Date
Director

Travis Price Date
Compliance Finance and Procurement Manager
Office of the Governor

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT ATTORNEY
APPROVAL**

The foregoing 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 within the powers and authority granted under the laws of the State of Arizona to the Governing Board of Yavapai County Community College District.

Dated this 29th day of September 2020.

for J Leslie McLean
By: _____
C. Benson Hufford
District Attorney

Yavapai College Scope of Work Partnership for Success GOYFF Grant Year Three (2020-2021)

1. Yavapai College will promote campus awareness and prevention of underage drinking and marijuana use across the college district and within the residence halls. Staff will train and utilize the peer mentors/student workers as well as club members to offer six virtual campus events annually related to underage drinking and marijuana.
2. Yavapai College will coordinate and work in collaboration with local universities and the AZIHE group to host a prevention/recovery conference, at least once per year, depending on collaboration with other universities and availability of students.
3. Club members and professional staff will consult with at least two state universities within Arizona to see best practices in collegiate alcohol and drug prevention activities. Visits may be made depending on travel/pandemic status.
4. Professional staff will attend quarterly meetings of the Arizona Institute of Higher Education (AZIHE). At least 2 staff members will attend each meeting.
5. Yavapai College (YC) will bring a virtual motivational substance abuse prevention speaker to the students across campuses, with a focus on student athletes. Yavapai College will also bring a speaker from Active Minds to present to YC students, community partners, AZIHE members and their students from ASU, U of A, NAU.
6. The Director and staff will create three prevention videos with Cra2m marketing and production, specific to classroom lesson plans that can be viewed at any time. We will be collaborating with faculty to choose these topics to tailor to their classes.
7. Yavapai College staff will sign up for membership in the American College Health Association (ACHA) National Association of Alcohol and Drug Addiction Counselors (NAADAC), Association of Recovery in Higher Education (ARHE) and National Association of Student Professionals (NASPA). Staff will benefit from their memberships through resources provided by the associations, as well as learning from like-minded professionals, discussing best practices, and collaborating and advocating for healthier communities.
8. Educational materials and programming will be designed and purchased for the grant year by the end of 2021 for topics such as alcohol and marijuana awareness, prevention, social norming for college aged students and local high school students attending classes concurrently at our CTE Center, Sedona and Prescott Valley campuses. Material such as water bottles, t-shirts, key chains, pens, etc. will be purchased to give participants reminders of these educational events, and the messages presented. We will also purchase t-shirts for student workers and event attendees to have to show their support of health and

wellness behaviors and to show their support in preventing underage drinking and marijuana use.

9. Promotional items (as detailed in the budget line item for Supplies and Other Operating Expenses) will be used to educate the community through the purchase and dissemination of flyers, pamphlets, or other media. Benefits of these materials will serve as concrete reminders to the participants of the program(s) they attended, and the prevention messages presented. These promotional items will also have further reach in our communities as students wear the t-shirts and use other promotional items with prevention messaging.
10. YC will purchase virtual Certified Peer Educator (CPE) Training Curriculum, cost per student is \$29.00. We plan to train up to 50 students per academic year in CPE. The CPE students will be our eyes and ears on campus, alerting us to potential student issues we may have otherwise not seen or heard about until the issue becomes a crisis for the student and the College.
11. YC will re-purchase software license for E-Checkup to go program for alcohol and marijuana. These programs are personalized, evidence-based, online prevention interventions. These programs will be used for students that have conduct issues that include alcohol and marijuana use and/or possession. The programs will also be used in gathering baseline data on alcohol/marijuana use at YC, and help a student explore their personal risk and protective factors about our four athletic team students.
12. YC will provide Motivational Interviewing training to students and professional staff by the end of July 2021. Motivational Interviewing technique is a goal-oriented, client-centered counseling style for eliciting behavior change by helping clients or students explore and resolve ambivalence. It is focused and goal-directed and will help students consider and evaluate making changes. This fits into Yavapai College's goal of eliciting behavior change rather than simply providing information to students.
13. The Director will participate in several virtual national professional development conferences during the grant year. The conferences will be chosen as dates are published for the 20/21 academic year. The Association of Recovery in Higher Education (ARHE) Conference or National Association of Student Personnel Administrators (NASPA) The Director will disseminate conference learning outcomes to grant staff and campus partners and implement at least one new strategy learned for the following grant year. Attending a national conference will give the Director the opportunity to connect with other higher education professionals that are implementing prevention work on their campuses as well learning which best practices provide the best prevention results for alcohol and marijuana use within the young adult population on college campuses. The Director will adhere to the AODA policies for out of state travel.
14. The Director and staff will continue to support the Health and Prevention and RecoverSmart clubs.

15. The Director will be responsible for training and supervising a part-time staff of three student workers at 10-12 hours per week per student.
16. The Director will engage the new athletes on the four Athletic teams by February 2021 in completing the E-Checkup to go program, getting baseline data for this group. A post survey will be sent in late Spring 2021 determining if any of the programs attended or participated in during the academic year had an effect on their attitudes or behaviors towards alcohol or marijuana use.

Attachment Form B

Budget period: September 30, 2020 – September 29, 2021

Budget Category	Line Item	Requested Funds	Total Cost
Personnel	Project Director, Judith Brennen, 100%, 12 months, (\$65,828.56 X 1.0 =)	\$65,828.56	\$65,828.56
Full time Fringe Benefits	35.4% of wages	\$23,303.31	\$23,303.31
Student worker or peer mentor	12 hours per week X 32 weeks x 3 workers = 1152 hours X \$12.38	\$14,261.76	\$14,261.76
Part time fringe	10% of wages	\$1,426.18	\$1,426.18
Student worker or peer mentor	12 hours per week X 40 weeks x 1 worker = 480 hours X \$12.34	\$5,923.20	\$5,923.20
Part time fringe	10% of wages	\$592.32	\$592.32
	Total personnel with fringe	\$111,335.33	\$111,335.33

Contracted/ Professional Services	Graphic Designer Presentation Professional (to assist us in creating interactive online events and presentations for prevention programming). (\$45/per hour x 110 hours)	\$4,950.00	\$4,950.00
	Four prevention videos with Craf2M video production company, Prescott, AZ.	\$7,800.00	\$7,800.00
	Fall/Spring virtual, motivational speaker across campuses. Ethan Fisher -3 programs @ \$4,000.00 https://ethan-fisher.com/index.html	\$4,000.00	\$4,000.00
	Fall/Spring virtual, motivational speaker from Active Minds -1 programs @ \$1000.00 https://www.activeminds.org/	\$1,000.00	\$1,000.00
	Bass-Schulyer Virtual Events https://bass-schuler.com/ Shot of Reality \$1950.00 1 Escape Room \$1600.00	\$3,550.00	\$3,550.00
Software licensing fee for ECheckup to go http://www.echeckuptogo.com/	\$2,150.00	\$2,150.00	
In-State Travel	Director to attend two Arizona Institute of Higher Education (AZIHE) meetings in Phoenix, Spring or Summer 2021. (225 miles x .445/mile X 2 meetings)	\$200.25	\$200.25
	Travel across YC district- average 37 miles per trip X 1 trip per week X 48 weeks = 1,776 miles X \$0.445 per mile	\$790.32	\$790.32
	September 2021-Travel to attend AZ Drug Summit (3 staff) Registration fee: \$50 X 3 = \$150 Hotel: 3 people X 1 night X \$121/night = \$363 Meals: dinner 3 people X \$24 X 2 meals = \$144; Mileage: 450 miles round trip X \$0.445 per mile = \$200.25)	\$857.25	\$857.25

Supplies and Other Operating Expenses	Staples-Office Supplies	\$500.00	\$500.00
	Calendars, Planners, Paper, etc		
	Other expenses to serve 6 campus locations: *See Addendum for Budget Details	\$3,985.00	\$3,985.00
	Certified Peer Educator training for students district wide @ \$49.00 x 50 students	\$2,450.00	\$2,450.00
	Motivational interviewing training for student leaders, staff, faculty, & administrators, twice per year	\$4,000.00	\$4,000.00
	Student Conference on Prevention and Recovery	\$4,000.00	\$4,000.00
	Spring into Health Fair	\$1,000.00	\$1,000.00
	SWANK movie production -movie permissions 2 movies at \$400.00 each https://www.swank.com	\$800.00	\$800.00
	Printing Services for Adventure Book \$6.60 per book x 400 books	\$2,640.00	\$2,640.00
	Director and other staff to attend virtual professional conferences:		
• NASPA Strategies Conference-01/1201/15/2021 X 2 staff X \$325.00	\$650.00	\$650.00	
• NASPA Annual Conference-03/17-03/26/2021 X 2 staff X \$79.00	\$158.00	\$158.00	
• National Prevention Network Conference 08/2021 X 2 staff X \$350.00	\$700.00	\$700.00	

	<p>Professional Memberships:</p> <ul style="list-style-type: none"> • Higher Education Center for Alcohol and Drug Misuse Prevention and Recovery-(HECAOD) X 1= \$150.00 • National Association of Alcohol and Drug Addiction Counselors (NAADAC) X 1=\$140. • National Association of Student Professional Administrators (NASPA) \$240.00 X 2= \$480.00 • American College Health Association (ACHA) 1 X \$195.00 	<p>\$150.00</p> <p>\$140.00</p> <p>\$480.00</p> <p>\$195.00</p>	<p>\$150.00</p> <p>\$140.00</p> <p>\$480.00</p> <p>\$195.00</p>
Administrative/ Indirect Costs	Federally-approved indirect cost rate (28% of wages and fringe only): .28 X \$111,335.33	\$31,173.89	\$31,173.89
Grand Total		\$189,655.04	\$189,655.04

Tania Sheldahl

8/20/2020

Authorized signature

Date

Addendum For Budget Details - Yavapai College Year 3

Supplies for 6 Campuses Across the District:

1 RecoverSmart retractable banner-\$ 150.00

1 Health and Prevention retractable banner-\$150.00

400 each social norming color handouts for alcohol & marijuana campaign: \$200.00

Marketing costs: Projected cost: \$300 for community announcements in local media

T-Shirts @ \$15.00 each 10 T shirts for Health & Prevention Club members= \$150.00

T-Shirts @ \$15.00 each 5 T shirts for RecoverSmart Club members= \$75.00

1 each- polo shirt for YC grant staff \$25.00 X 3 = \$75.00

50 T-shirts for CPE completers @ \$15.00= \$750.00

50 T-shirts to give to conference and Spring into Health fair attendees @ \$15.00=\$750.00

50 T-shirts to give to Prevention/Recovery conference attendees @ \$15.00=\$750.00

Cost: \$4,000.00

Estimate \$3350.00 + estimated tax (\$335.00) + estimated shipping (\$300.00)=\$3,985.00 This appears on Budget Narrative page one under heading of “Supplies to serve 6 campus locations”

Budget Narrative

Full-time personnel (\$65,828.56)

The budget includes funds for one full-time Health and Wellness Director, Judith Brennen, MA, LISAC, in Prescott. The annual salary is \$65,828.56 at 100%FTE, 12 months per year. The Health and Wellness Director will be available to provide the following: student appointments, research, resources, workshops/monthly events on prevention relating to underage drinking and marijuana use, supervision of the student workers and mentors, and training for student mentors, faculty, and staff.

Fringe for full-time personnel (\$23,303.31)

The fringe benefit rate for full-time employees varies by employee, but for the Health and Wellness Director the actual rate is 35.4% of base salary (\$65,828.56 X .354 = \$23,303.31). Fringe costs include FICA, Medicare, and Worker’s Compensation insurance for part-time staff, plus medical and dental insurance, short-term and long-term disability, paid vacation leave, life insurance, and retirement benefits for full-time staff. Health insurance benefits account for a significant portion of the fringe rate and are the largest contributor to these costs.

Part-time personnel (\$20,184.96)

The budget includes funds for student part-time workers and/or peer mentors (3 students X 12 hours per week X 32 weeks per year X \$12.38 per hour (\$14,261.76) plus 1 student X 12 hours per week X 40 weeks X \$12.34 per hour (\$5,923.20). The student workers or peer mentors will provide staffing for the office, provide access to available resources (peer to peer mentoring), talk to students in distress, refer to local and community resources, host monthly tabling to distribute information to peers, and support workshops, club activities, and events related to underage drinking and marijuana use.

Student workers will also be part of a speaker’s panel which will go into classrooms to present prevention and addiction topics to their peers and Yavapai College instructors. We will be

presenting information from SAMHSA, the National Institute of Drug Abuse, the National Institute on Alcohol and Alcoholism (NIAAA) on drug/alcohol use, which will help start conversations on preventative efforts. Participating virtual classes will include Psychology, Sociology, Criminal Justice, Emergency Medical, Allied Health, and Nursing.

Fringe for part-time workers (\$2,018.50)

The fringe rate for part-time workers is 10%, which includes taxes (Medicare and FICA) and Worker's Compensation insurance.

Contracted Services/Professional Services (\$23,450.00)

Graphic Designer, Presentation Professional

We will outsource and contract with an electronic content graphic designer to help guide and assist us in creating interactive online events and presentations for our virtual prevention programming. We also plan to have this person assist us in our online events to ensure that the virtual program is running correctly and to troubleshoot any technical issues. (\$45/per hour x 110 hours= \$4,950.00)

The budget also includes funding for Prevention Videos from Craf2 Video productions (\$7,800.00).

Yavapai College has received a proposal to create four- five minute prevention videos with a local company CRAF2M. These videos will focus on developing awareness and sharing factual information about alcohol and marijuana. We will also be using these videos to start campus discussion groups on living a healthy drug and alcohol abuse free life.

Fall virtual motivational speaker.

Motivational speaker, Ethan Fisher. Program one is for any student or staff and is considered his keynote event. Event two is for faculty and staff to teach them signs of substance abuse, mental health issues and ways to engage with students to lead them to help. Event three is a similar program to event two, except it is designed for students.

Mr. Fisher has presented his programs to almost 100,000 students across the United States. "A staunch mental health and substance abuse advocate, Ethan is the founder of non-profit to support education and prevention for students and student-athletes." Mr. Fisher uses his life experiences to promote healthy living through accountability, perseverance, and dedication to being the "best you can be." Awareness and education are promoted through his events. His events are also an opportunity to stir up student grassroots engagement, and to lead the efforts of enlightening their peers and bringing motivation to our campus prevention efforts. 3 programs=(\$4,000.00)

Spring virtual motivational speaker from Active Minds.

We plan to host Pablo Campos from Active Minds in late February, prior to Spring Break. Pablo's story is not new, yet it is a powerful tale of why reaching for help can save lives. Pablo is a role model for students and hearing his story may inspire one student to reach out for support. Peers tend to listen and hear other peers better than they "hear" adults. We believe that during this time

of Covid-19 and increased isolation, we need to do all we can to reach every student. “More than 150,000 students develop an alcohol-related health problem (Hingson et al., 2002) and between 1.2 and 1.5 percent of students indicate that they tried to commit suicide within the past year due to drinking or drug use (Presley et al., 1998)”

Active Minds was founded by Alison Malmon when she was a junior at the University of Pennsylvania following the suicide of her older brother, and only sibling, Brian. “A majority of mental illnesses start between ages 14 and 24 when teens and young adults are in school, and suicide is the second leading cause of death for college students.” (\$1,000.00)
<https://www.activeminds.org/speaker/pablo-campos/>

Bass-Schulyer Virtual Events Virtual events through Bass-Schuler include “Shot of Reality” and an Escape Room

“Shot of Reality”

A Shot of Reality is an alcohol awareness show created out of serious, painstaking research, but performed by two professional comedians making these topics accessible and engaging. Covering multiple facets of responsible alcohol use, the show keeps students engaged with a powerful combination of levity and realistic discussion. (\$1,950.00)

“Escape Room”

Yavapai College plans to promote this virtual event as an across campuses, sober, team building event on a Friday evening. We plan to create a lot of excitement and interest for students to participate. After the event is over we will hold a discussion on what other activities students would like to see on campus during the Covid-19 pandemic. We want to keep students connected with each other and with staff. Building relationships with others is a protective factor in staying away from harmful behaviors. (\$1,600.00)

SWANK movie production

These two planned movies will have a substance abuse focus, a pre/post survey and a discussion after filming. The discussion will be led by the Director and PFS grant student workers.(2 movies X \$400.00 each = \$800.00)

The budget also includes funds for software licensing fees for E-Checkup to go, an evidencebased program to individually address alcohol and marijuana norms, trends, attitudes and potential health issues. (\$2,150.00)

Travel, in-state (\$1817.82)

In-state travel may occur if travel COVID-19 restrictions have lifted by the college. We will follow all State of Arizona Travel Policy and reimbursement rates.

AZIHE meetings may occur in the Phoenix area in Spring/Summer 2021. Mileage from Prescott is 225 miles round trip. 2 meetings X 225 miles X 0.445 per mile = \$200.26.

Funds are also included for staff travel between the six Yavapai College campuses for program promotion, dropping off supplies, meeting with key stakeholders (average 37 miles per trip X 1 trip per week X 48 weeks = 1,776 miles X \$0.445 per mile = \$790.32).

The budget includes funds to take staff and one PFS Grant student worker to the yearly Arizona Drug Summit in Phoenix in September 2021 (sponsored by Matforce, GOYFF, and others). Grant staff and the student worker will hear from local and national experts in prevention, addiction, criminal justice and other arenas, learning ways to partner with coalitions and communities in making our lives safer. Costs total \$887.25 total, which includes registration (3 X \$50 = \$150), hotel (3 people X 1 night X \$131 = \$363.00), meals (dinner X 3 people X 2 days X \$24 = \$144); and mileage (225 miles round-trip X \$0.445 per mile = \$100.125 X 2 vehicles= \$200.25).

Supplies and Operating Expenses (\$21,848)

Funds are budgeted to develop and produce material such as flyers, pamphlets, and trifold to disseminate and promote positive behavior around underage drinking and marijuana use. Prosocial, positive materials will be purchased to encourage participation in substance abuse prevention programming and will be given upon completion of the educational events. Event Tshirts will contain positive anti-substance abuse messaging and statistics. Health and Wellness Club supplies and material will include office supplies necessary for club such as paper, pens, pencils, table banners for club events, and photocopy costs. The club will also purchase positive messaging supplies such as pamphlets and trifold to disseminate to their peers around spring break, mid-terms, and finals to discuss positive ways to deal with stress and the harmful effects of substance abuse (\$4,485.00 for supplies and all items as listed in budget addendum).

Funds for printing Adventure Book at Yavapai College. Copies to go to all six campuses. (\$6.60 per book x 400 books = \$2,640.00)

Funds are included to train student leaders, staff, faculty and administrators in Motivational Interviewing, an evidenced based practice, through the Arizona Center for Applied Behavioral Health Policy (\$4,000.00).

Funds are included for Certified Peer Educator Training (\$49 X 50 students = \$2,450.00).

The RecoverSmart Club and the Rider Allies in Prevention will be working together on many events and projects, most notably a combined Spring into Health fair in March 2021 relating to prevention and health behaviors that support not starting drug or alcohol use and/or reducing harmful behaviors (\$1,000.00). This event will bring together community and campus resources to show our students their options and choices in prevention behaviors and overall health, and that there are programs and people who are here to guide and support them in striving for wellbeing. There will also be a Student Conference on Prevention and Recovery, collaborating with other Universities from the AZIHE group. (\$4,000.00).

The RecoverSmart Club and the Rider Allies in Prevention will also host two movie nights playing movies through SWANK movie productions. These movies will have a theme of alcohol or drug abuse (such as *28 Days*). After the movie we plan a discussion group based on the movie content.

National conferences will be attended virtually for year 3 of the grant.

The Director plans to attend the NASPA Strategies Conference, NASPA Virtual (Annual) Conference and the National Prevention Network Conference. Attending conferences gives the attendee the opportunity to hear from other professionals in the field, develop working relationships, build new contacts, learn new and effective strategies in prevention on college campuses, expand skills and gain inspiration to bring back to their campus.

Professional Memberships planned are:

- \$150.00 Higher Education Center for Alcohol and Drug Misuse Prevention and Recovery(HECAOD)
- \$140.00 National Association of Alcohol and Drug Addiction Counselors (NAADAC)
- 2 staff X 240= \$480.00 National Association of Student Professional Administrators (NASPA)
- \$195.00 American College Health Association (ACHA)

Professional memberships are vital to maintaining updated relevant information in any career field. Access to professional journals, webinars, teaching resources, technical assistance, networking, career advancement and leadership opportunities are some of the benefits of joining. Joining the above named organizations staff will be at the forefront of new developments, new research and possibly more effective ways to bring prevention work to campus during these Covid-19 pandemic times.

Administrative/Indirect Costs (\$31,173.89)

Yavapai College has a federally approved indirect cost rate of 28%, applied to wages and fringe only (wages + fringe = \$111,335.53X 0.28 =\$31,173.89)

Authorized _____ Signature
 Date 8/20/2020

Job Title _____ Associate Vice President Student Affairs

Item #2.1.3

YAVAPAI COLLEGE DISTRICT GOVERNING BOARD

RESOLUTION 2020-04

A RESOLUTION OF THE DISTRICT GOVERNING BOARD, YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT, ARIZONA, PROVIDING FOR THE ACCUMULATION OF FUNDS FOR THE PURPOSE OF PURCHASING LAND, BUILDINGS OR IMPROVEMENTS OR CONSTRUCTING BUILDINGS OR IMPROVEMENTS.

The Yavapai County Community College District Governing Board judged that establishing an accumulation account restricted for the purpose of purchasing land, buildings or improvements or constructing buildings or improvements will enhance the educational mission of the District.

WHEREAS, the Arizona Constitution, Article IX, Section 21, allows a Community College District to accumulate amounts for the purpose of purchasing land, buildings or improvements or constructing buildings or improvements.

WHEREAS, the Arizona Constitution, Article IX, Section 21, allows the amounts accumulated for the purpose of purchasing land, buildings or improvements or constructing buildings or improvements to qualify as exclusion to the state-imposed expenditure limitation calculation in future fiscal years.

WHEREAS, the District Governing Board has the authority to establish annual budgets and allocate resources:

NOW, THEREFORE, BE IT RESOLVED by the Yavapai College District Governing Board that a contribution in the amount of \$6,000,000 be deposited into the Capital Accumulation account to fund the five-year deferred maintenance and capital improvement plans. The contribution amount is comprised of \$2,000,000 of General Fund monies related to prior fiscal years, which was budgeted to be transferred, and \$4,000,000 of Plant fund monies accumulated for the purpose of completing preventative maintenance and Capital Improvement Projects (CIP) as budgeted by the District.

PASSED, APPROVED and ADOPTED by the District Governing Board of the Yavapai County Community College District this 20th day of October 2020.

Mrs. Deb McCasland, Board Chair

ATTEST:

Dr. Patricia McCarver, Board Secretary

Item # 2.1.4

SIXTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN MOUNTAIN INSTITUTE CAREER AND TECHNICAL EDUCATION DISTRICT AND YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT FOR EDUCATIONAL PROGRAMS

THIS SIXTH AMENDMENT TO AGREEMENT is made by and between Mountain Institute Career and Technical Education District (“CTED”), formerly known as Mountain Institute Joint Technical Education District No. 02 and Yavapai County Community College District (“COLLEGE”).

Witnesseth;

Whereas, on September 10, 2014, CTED and COLLEGE entered into an Intergovernmental Agreement for the implementation and administration of an education program and;

Whereas, in 2016, CTED and the COLLEGE executed the FIRST AMENDMENT to replace in full ADDENDUM #4 and;

Whereas, in 2017, CTED and the COLLEGE executed the SECOND AMENDMENT to replace in full ADDENDUM #4 and;

Whereas, in 2018, CTED and the COLLEGE executed the THIRD AMENDMENT to replace in full ADDENDUM #4 and;

Whereas, in 2019, CTED and the COLLEGE executed the FOURTH AMENDMENT to replace in full ADDENDUM #4 and;

Whereas, in 2020, CTED and the COLLEGE executed the FIFTH AMENDMENT to replace in full ADDENDUM #4 and;

Whereas, CTED and the COLLEGE each desire to extend said agreement, as allowed under Article V ‘STANDARD PROVISIONS’, Section E for an additional five (5) year term to commence on July 1, 2020 and shall expire on June 30, 2025 with future addendums added as determined necessary and as executed in writing by both parties, and;

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

1. The IGA is extended for an additional five (5) year term to commence on July 1, 2020 and shall expire on June 30, 2025.
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 SIXTH AMENDMENT TO AGREEMENT TO BE SIGNED ON THEIR BEHALF BY THE DULY AUTHORIZED REPRESENTATIVES.

FOR MOUNTAIN INSTITUTE CTED:

FOR YAVAPAI COUNTY COMMUNITY
COLLEGE DISTRICT:

By: _____

By: _____
Deb McCasland

Title: Chief Executive Administrator

Title: District Governing Board Chair

Date: _____

Date: _____

Item #2.1.5

WAIVER OF CONFLICT OF INTEREST

Re: Waiver of Conflict of Interest regarding agreements with Yavapai County through Yavapai County Community Health Services and Yavapai County Community College District concerning using its facilities for emergency operations, including, but not limited to, a reunification center, mass casualties and/or mass fatalities recovery center, and staging areas, for single-day or multi-day use, if circumstances warrant it

The Governing Board of Yavapai County Community College District, having reviewed the conflict of interest letter dated September 24, 2020, from Deputy County Attorney Joy L. Biedermann of the Yavapai County Attorney's Office (the "YCAO"), affirms that it is fully informed and it consents to and understands the implications of waiving the conflict of interest of the YCAO between Yavapai County through Yavapai County Community Health Services and Yavapai County Community College District, both of which are clients of the YCAO.

Therefore, the Governing Board of Yavapai County Community College District approves the waiver of the conflict of interest and authorizes the YCAO to proceed with preparation and review of and provide legal services related to the above-referenced matter on behalf of Yavapai County through Yavapai County Community Health Services and Yavapai County Community College District, if requested and if such dual representation is appropriate. The Governing Board of Yavapai County Community College District also authorizes the YCAO to review or draft agreements, including any additional contracts, intergovernmental agreements, follow-on agreements, amendments, addenda, renewals, or extensions between Yavapai County through Yavapai County Community Health Services and Yavapai County Community College District concerning using Yavapai County Community College District's facilities for emergency operations, including, but not limited to, a reunification center, mass casualties and/or mass fatalities recovery center, and staging areas, for single-day or multi-day use, if circumstances warrant it.

Dated this ____ day of _____ 2020.

Yavapai County Community College District

By: _____
Governing Board President

Request to Refinance 2011 Revenue Bonds

Prepared for
YC District Governing Board
October, 2020

\$14M Revenue Bonds Issued in 2011



SAVINGS

\$3,925,000

Yavapai County Community College District
of Yavapai County, Arizona
Revenue Refunding Bonds, Series 2020
(Preliminary: 08-28-20)

<i>Date</i>	<i>Prior Debt Service</i>	<i>Refunding Debt Service</i>	<i>Savings</i>	<i>Annual Savings</i>	<i>Present Value to 04/07/2021 @ 1.0001261%</i>
07/01/2021	92,015.63	89,158.33	2,857.30	2,857.30	2,850.66
01/01/2022	92,015.63	19,225.00	72,790.63		72,260.04
07/01/2022	1,347,015.63	1,349,225.00	-2,209.37	70,581.26	-2,182.35
01/01/2023	61,425.00	12,575.00	48,850.00		48,012.53
07/01/2023	861,425.00	842,575.00	18,850.00	67,700.00	18,434.66
01/01/2024	41,925.00	8,425.00	33,500.00		32,598.84
07/01/2024	881,925.00	848,425.00	33,500.00	67,000.00	32,436.64
01/01/2025	21,450.00	4,225.00	17,225.00		16,595.26
07/01/2025	901,450.00	849,225.00	52,225.00	69,450.00	50,065.30
	4,300,646.89	4,023,058.33	277,588.56	277,588.56	271,071.57

Savings Summary

PV of savings from cash flow	271,071.57
Plus: Refunding funds on hand	4,008.57
Net PV Savings	275,080.14

Request to Approve Resolution

- Nick Dodd
 - Financial Consultant, Piper Sandler
- Tim Stratton
 - Bond Counsel, Gust Rosenfeldt

[_____], 20__

GOVERNING BOARD
YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
OF YAVAPAI COUNTY, ARIZONA

We have examined the transcript of proceedings relating to the issuance by the Yavapai County Community College District of Yavapai County, Arizona (the “*District*”), of its \$[_____] aggregate principal amount of Revenue Refunding Bonds, Series 2021 (the “*Bonds*”) issued pursuant to a resolution of the District adopted October 20, 2020 (the “*Board Resolution*”). The Bonds have been issued to retire prior bonds of the District pursuant to the terms of a Depository Trust Agreement dated as of [_____], 20__ (the “*Depository Trust Agreement*”), by and between the District and the Trustee, as depository trustee.

As to questions of fact material to our opinion, we have relied upon, and assumed due and continuing compliance with the provisions of, the proceedings and other documents, and have relied upon certifications, covenants and representations furnished to us without undertaking to verify the same by independent investigation, including, without limitation, those with respect to causing interest on the Bonds to be and remain excluded from gross income for federal income tax purposes.

Based upon the foregoing, we are of the opinion, as of this date, which is the date of initial delivery of the Bonds against payment therefor, that:

1. The District is duly organized and validly existing pursuant to the laws of the State of Arizona, is designated by law as a political subdivision of the State of Arizona, and has all requisite power to execute and deliver, to perform its obligations pursuant to the Bonds Resolution and to issue the Bonds.

2. The Board Resolution has been duly authorized, executed and delivered by the District and is valid and binding upon and enforceable against the District.

3. The proceedings show lawful authority for this series of bonds under the Constitution and laws of the State of Arizona. The Bonds are valid and legally binding on the District; and the Bonds and all bonds and other obligations heretofore or hereafter issued on a parity therewith are payable exclusively from and enjoy a first lien on the tuitions, fees, rentals and other charges from students, faculty and others using or being served by, or having the right

to use, or the right to be served by any classrooms and revenue producing projects, existing or hereafter constructed, held for and on behalf of the District and located in the District, all as provided in the Board Resolution.

4. Under existing laws, regulations, rulings and judicial decisions, the interest income on the Bonds is excluded from gross income for the purpose of calculating federal income taxes and is exempt from Arizona income taxes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax. The Bonds are not private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The Code imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the District rebate to the federal government certain of the investment earnings with respect to the Bonds. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the Bonds being included as gross income for federal income tax purposes from their date of issuance. The District has covenanted to comply with the restrictions, conditions and requirements of the Code necessary to preserve the tax-exempt status of the Bonds. For purposes of this opinion we have assumed continuing compliance by the District with such restrictions, conditions and requirements.

The rights of the owners of the Bonds and the enforceability of those rights may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and the enforcement of those rights may be subject to the exercise of judicial discretion in accordance with general principles of equity.

GUST ROSENFELD P.L.C.

RESOLUTION

**ADOPTED BY THE
YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
OF YAVAPAI COUNTY, ARIZONA**

OCTOBER 20, 2020

**AUTHORIZING THE ISSUANCE AND SALE OF
REVENUE REFUNDING BONDS, SERIES 2021
BANK QUALIFIED**

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RESOLUTION AUTHORIZING AN ISSUE OF YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT OF YAVAPAI COUNTY, ARIZONA, REVENUE REFUNDING BONDS, SERIES 2021, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,000,000, FOR AND ON BEHALF OF THE DISTRICT AND PROVIDING FOR MATTERS RELATED THERETO.

WHEREAS, Yavapai County Community College District of Yavapai County, Arizona (the “District”), is a community college district organized and existing under the laws of the State of Arizona; and

WHEREAS, the following bonds have been issued and are outstanding and are subject to optional redemption on or after July 1, 2021:

Issue Dated Date	Name of Issue	Original Principal Amount	Outstanding Principal Amount	Maturity Dates (July 1)
04/14/2011	Pledged Revenue Obligations, Series 2011	\$14,000,000	\$4,975,000	2021 and 2025

(the “Prior Bonds”); and

WHEREAS, the Governing Board (the “Board”) of the District finds that the issuance of not to exceed \$4,000,000 principal amount of Revenue Refunding Bonds, Series 2021 (the “Series 2021 Refunding Bonds”) for the purpose of refunding some or all maturities of the Prior Bonds (the “Bonds Being Refunded”) is necessary and advisable, is in the best interests of the District, and will result in a debt service savings; and

WHEREAS, the Board plans to issue not to exceed \$4,000,000 aggregate principal amount of the Bonds; and

WHEREAS, the District has also previously issued its \$5,000,000 Revenue Bonds, Series 2013, dated June 13, 2013 (the “2013 Bonds”) of which \$2,895,000 of principal amount of said bonds remain outstanding (the “Existing Parity Obligations”); and

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Governing Board of the Yavapai County Community College District of Yavapai County, Arizona, as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.1 shall, for all purposes of this Resolution, have the meanings herein specified.

“Annual Current Principal Requirement” means for any Bond Year the amount of principal coming due during such Bond Year on the Series 2021 Refunding Bonds and the Parity Obligations.

“Annual Debt Service Requirement” means for any Bond Year the aggregate of the Annual Mandatory Sinking Fund Redemption Requirement plus the Annual Current Principal Requirement for that Bond Year and the amount required to be deposited to pay interest on any Series 2021 Refunding Bonds or Parity Obligations in that Bond Year. For the purpose of compliance with the requirements of Section 6.3 of this Resolution with respect to the proposed issuance of additional Parity Obligations, such proposed Parity Obligations shall be treated as Outstanding for the determination of Annual Debt Service Requirement.

“Annual Mandatory Sinking Fund Redemption Requirement” means the amount of monies or investments of equivalent value required to be paid in any Bond Year for the payment of, and equal to, the principal amount of Series 2021 Refunding Bonds and Parity Obligations, subject to mandatory sinking fund redemption during such Bond Year.

“Bond Fund” means the Yavapai County Community College District 2021 Refunding Bond Fund established and held by the Trustee pursuant to Article V hereof.

“Bond Year” means the period commencing July 1 and ending June 30 of the succeeding calendar year, unless otherwise determined and designated by the Governing Board of the District.

“Business Day” means a day of the year on which banks in the State of Arizona are not closed and on which the New York Stock Exchange is not closed.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District or the Trustee relating to the issuance, sale and delivery of the Series 2021 Refunding Bonds, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, financial and other professional consultant fees, costs of rating agencies for credit rating, fees for execution, transportation and safekeeping of the Series 2021 Refunding Bonds and charges and fees in connection with the foregoing.

“Costs of Issuance Fund” means the Yavapai County Community College District 2021 Refunding Bond Costs of Issuance Fund established pursuant to Article III hereof.

“Depository Trustee” means any bank or trust company, which may include the Trustee, meeting the requirements of, and designated to act as, Depository Trustee pursuant to Section 13.1 hereof.

“District” means Yavapai County Community College District of Yavapai County, Arizona, a political subdivision of the State of Arizona.

“District Representative” means the Vice President of Finance and Administrative Services or any other person authorized by the Chair of the Governing Board of the District to act on behalf of the District with respect to this Resolution.

“Event of Default” means an event of default hereunder or under any Parity Obligations except that if such default is other than the failure to pay principal, interest, redemption premium or other debt service when due on the Series 2021 Refunding Bonds or any Parity Obligations, such default will not be an Event of Default hereunder until sixty (60) days after notice thereof is given by the Trustee to the District.

“Existing Parity Obligations” means the 2013 Bonds.

“Fiscal Year” means the period commencing each July 1 and ending June 30 of the succeeding calendar year, unless otherwise determined and designated by the District, and the Gross Revenues shall be accounted for on that basis.

“Gross Revenues” means and includes tuitions, fees, rentals and other charges from students, faculty and others using or being served by, or having the right to use, or the right to be served by the District at or in connection with its facilities, including the Prior Project, and income, revenues and receipts to be received directly or indirectly from the use and operation thereof.

“Improvements” means the buildings and improvements to be constructed or acquired to be suitable for use by the District as college facilities.

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the District or the Trustee.

“Interest Payment Date” means each of the dates specified in Section 2.5 hereof on which interest is due and payable with respect to the Series 2021 Refunding Bonds.

“Maximum Annual Debt Service Requirement” means the greatest Annual Debt Service Requirement required to be paid in any Bond Year ending then or thereafter on or under the Outstanding Series 2021 Refunding Bonds and Parity Obligations.

“Original Purchaser” means [_____], as original purchaser of the Series 2021 Refunding Bonds.

“Outstanding”, when used as of any particular time with respect to Series 2021 Refunding Bonds, means (subject to the provisions of Section 9.3 hereof) all Series 2021 Refunding Bonds theretofore authenticated and delivered by the Trustee under this Resolution except:

(1) Series 2021 Refunding Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Series 2021 Refunding Bonds for the payment or redemption of which funds or noncallable United States Obligations in the necessary amount shall have theretofore been deposited with the Trustee (whether upon or prior to the maturity or redemption date of such Series 2021 Refunding Bonds, provided that, if such Series 2021 Refunding Bonds are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Section 4.3 hereof or provision satisfactory to the Trustee shall have been made for the giving of such notice); and

(3) Series 2021 Refunding Bonds in lieu of or in exchange for which other Series 2021 Refunding Bonds shall have been executed and delivered by the Trustee pursuant to Section 2.10 hereof.

When used as of any particular time with respect to the Parity Obligations, Outstanding means all such Parity Obligations theretofore executed and delivered under the applicable authorizing document except: those which have been cancelled or surrendered for cancellation; those for which payment or redemption has been irrevocably provided for with funds or noncallable United States Obligations in the necessary amount and all other actions have been taken as required under the authorizing documents for the payment thereof; and those in lieu of or in exchange for which Parity Obligations shall have been executed and delivered pursuant to the authorizing documents.

“Owner” or any similar term, when used with respect to the Series 2021 Refunding Bonds or the Parity Obligations, means the person in whose name such Series 2021 Refunding Bonds or Parity Obligations shall be registered.

“Parity Obligations” means and includes the Existing Parity Obligations and any bonds, lease purchase agreements or other obligations authorized on a parity with the Series 2021 Refunding Bonds and the Existing Parity Obligations in accordance with the terms and conditions of Section 6.3 hereof.

“Payment Date” means any date on which a payment of principal or interest is due on the Series 2021 Refunding Bonds.

“Payment Request Form” means the form set forth in Exhibit B which is attached hereto and made a part hereof.

“Permitted Investments” means any of the following, if and to the extent the same are at the time legal for the investment of the District’s money:

(a) United States Obligations.

(b) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following: Federal Home Loan Banks; Federal Home Loan Mortgage Corporation (including participation certificates); Federal Land Banks; Federal Financing Bank; Export-Import Bank of the United States; the Government National Mortgage Association; or any other agency or instrumentality of the United States of America (created by an Act of Congress) substantially similar to the foregoing in its legal relationship to the United States of America, provided that such obligations are backed by the full faith and credit of the United States of America.

(c) Interest-bearing time or demand deposits, certificates of deposit, or other similar banking arrangements including investment agreements with any bank (including the Trustee), provided that such deposits, certificates and other arrangements are (i) fully insured by the Federal Deposit Insurance Corporation, or (ii) in or with a bank, trust company, or national banking association having a combined capital and surplus not less than \$50,000,000, and which are fully secured by obligations described in paragraphs (a) or (b) of this definition which are held by the Trustee or on behalf of the Trustee and in which the Trustee has at all times a perfected security interest, and which have a market value, at the time of the investment and at least quarterly thereafter, at least equal to the amount so invested.

(d) Repurchase agreements with terms not to exceed 90 days with a bank (including the Trustee) or savings and loan association having an officially reported combined capital, surplus, undivided profits and reserves of at least \$50,000,000, or with brokerage houses listed, or whose parent is listed, on the New York Stock Exchange or which has an officially reported capital, surplus, undivided profits and reserves of at least \$15,000,000, and which repurchase agreements are fully secured by obligations described in paragraphs (a) or (b) of this definition and which have a market value at the time of the investment at least equal to the amount so invested and which are held by the Trustee or on behalf of the Trustee and in which the Trustee has at all times a perfected security interest.

(e) Investments in money market funds rated “___” or “___” or better by Standard & Poor’s Ratings Services (“S&P”), the portfolio of which are limited to obligations described in paragraphs (a) and (b) of this definition.

(f) Guaranteed investment contracts secured by investments described in (a) or (b) above.

(g) Any other investment in which the District may lawfully invest such monies in accordance with state law, but only when designated or described by type in a written direction from the District to the Trustee.

“**Placement Agent**” means Piper Sandler & Co., the placement agent of the Series 2021 Refunding Bonds.

“**Placement Agent Agreement**” means that final, executed agreement by and between the District and the Placement Agent, authorized hereunder to be executed on behalf of the District by the Vice President of Finance and Administrative Services establishing certain terms of the Series 2021 Refunding Bonds and providing for the sale of the Bonds directly to one or more banks or financial institutions.

“**Prior Project**” means any classrooms, student or faculty residence halls, dormitories, dining halls, student union buildings, field houses, stadia and other revenue producing facilities of the District located in the District, together with sites therefor, equipment, furnishings, heating, lighting and other service facilities connected therewith now existing or hereafter constructed or acquired, including, without limitation, bookstore facilities, food service facilities, auditoriums and parking facilities and shall also include such other facilities as in the future may be permitted pursuant to law.

“**Record Date**” means the close of business of the Trustee on the fifteenth day of the month preceding any Interest Payment Date.

“**Series 2021 Refunding Bonds**” means the Yavapai County Community College District of Yavapai County, Arizona, Revenue Refunding Bonds, Series 2021, dated as of the date set forth in the form of bond, issued pursuant to this Resolution in the original principal amount of not to exceed \$4,000,000.

“**Special Record Date**” means the close of business of the Trustee on the date set by the Trustee with respect to defaulted interest pursuant to Section 2.12 hereof.

“**S&P**” means Standard & Poor’s Global Ratings, a division of Standard & Poor’s Financial Services LLC, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the District by notice to the Trustee

“**State**” means the State of Arizona.

“**Trustee**” means the bank or trust company selected by the Vice President of Finance and Administrative Services, or any successor thereto acting as Trustee with respect to the Series 2021 Refunding Bonds under this Resolution, to be appointed by the District.

“**United States Obligations**” means any bonds or other obligations which are direct obligations of or fully guaranteed as to timely payment of principal, interest and any premium by the United States of America (including REFCORP Strips).

“**Value at Market**” or “**Market Value**” means the indicated bid value of the investment or investments to be valued as shown in the Wall Street Journal or any publication

having general acceptance as a source of valuation of the same or similar types of securities or any securities pricing service available to or used by the Trustee and generally accepted as a source of valuation, except that, with respect to guaranteed investment contracts, Value at Market or Market Value means the principal amount payable under the guaranteed investment contract.

Section 1.2. **Interpretation.**

(a) Any reference herein to the District or any officer thereof shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(b) Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.

(c) Words importing the redemption of a Series 2021 Refunding Bond or the calling of a Series 2021 Refunding Bond for redemption do not mean or include the payment of a Series 2021 Refunding Bond at its stated maturity or the purchase of a Series 2021 Refunding Bond.

Section 1.3. **Authorization.** The District and the Trustee each hereby represent and warrant that it has full legal authority and is duly empowered to adopt and accept, respectively, this Resolution, and has taken all actions necessary to authorize the execution of this Resolution by the officers and persons signing it.

ARTICLE II

REVENUE BONDS

Section 2.1. **Determination of Necessity.** The District does hereby find and determine that there is the necessity for refunding the Prior Bonds

Section 2.2. **Authorization.** For the purpose of providing funds to provide for the refunding of the Bonds Being Refunded and to pay the Costs of Issuance of the Series 2021 Refunding Bonds, there is hereby created an issue of bonds by the District in an aggregate principal amount of not to exceed \$4,000,000. Each of the Series 2021 Refunding Bonds shall be designated “Yavapai County Community College District Revenue Refunding Bonds, Series 2021”. The Trustee is hereby authorized and directed to authenticate and deliver to the Original Purchaser, the Series 2021 Refunding Bonds in an aggregate principal amount of not to exceed \$4,000,000. The actual principal amount shall be as set forth in the Placement Agent Agreement.

Section 2.3. **Date.** Each Series 2021 Refunding Bond shall be dated as of the date set forth in the Placement Agent Agreement, and interest with respect thereto shall be payable from such date, or from the most recent Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Series 2021 Refunding Bonds.

Section 2.4. **Maturities.** The Series 2021 Refunding Bonds shall be in the denomination of \$1,000 or any \$1,000 integral multiple in excess thereof (except that no Series 2021 Refunding Bond may have principal maturing in more than one year) and shall mature on July 1 in any or all of the years 2021 through and including 2025 in such principal amounts as set forth in the Placement Agent Agreement.

Section 2.5. **Form of Series 2021 Refunding Bonds; Interest on Series 2021 Refunding Bonds.** The Series 2021 Refunding Bonds shall be in fully registered certificated form. The fully registered form of the Series 2021 Refunding Bonds and the assignment to appear thereon shall be substantially in the form set forth in Exhibit A, attached hereto and incorporated herein.

Interest on the Series 2021 Refunding Bonds shall be payable semiannually on January 1 and July 1 of each year commencing on July 1, 2021 or such later date as stated in the Placement Agent Agreement, to and including the date of maturity or redemption, whichever is earlier.

The Series 2021 Refunding Bonds will bear interest at the rates set forth in the Placement Agent Agreement. Interest with respect to any Series 2021 Refunding Bond shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 2.6. **Reserved.**

Section 2.7. **Execution and Authentication.** All of the Series 2021 Refunding Bonds shall be executed for and on behalf of the District by the manual or facsimile signature of the Chair of the Governing Board and attested by the manual or facsimile signature of the Board Secretary. In case any of the officers who shall have signed or attested any of the Series 2021 Refunding Bonds shall cease to be such officer before the Series 2021 Refunding Bonds so signed or attested shall have been actually issued and delivered, such Series 2021 Refunding Bonds shall be valid, nevertheless, and may be issued by the District with the same effect as though the persons who had signed or attested such Series 2021 Refunding Bonds had not ceased to be such officers.

All Series 2021 Refunding Bonds shall have thereon a certificate of authentication substantially in the form set forth as Exhibit A hereto, and shall be duly executed by the Trustee as authenticating agent of the District and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Resolution. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by a person who at the actual date of execution is an authorized representative of the Trustee, but it shall not be necessary that such authorized representative have been an authorized representative on the original issue date or that the same officer sign the certificate of authentication on all of the Series 2021 Refunding Bonds issued hereunder.

Section 2.8. **Reserved.**

Section 2.9. **Application of Proceeds.** Upon the delivery of and payment for the Series 2021 Refunding Bonds in accordance with the terms of their sale, the net proceeds from the sale of the Series 2021 Refunding Bonds, after payment of the costs and expenses of issuance, shall be set aside, together with certain funds of the District, if any, required to pay the Bonds Being Refunded, in a special trust fund maintained by a bank or trust company selected by the Vice President of Finance and Administrative Services as depository trustee (the “Depository Trustee”) and shall be used to pay, when due, principal of and interest on the Bonds Being Refunded, all as more fully described in that certain Depository Trust Agreement to be dated the date of the Series 2021 Refunding (the “Depository Trust Agreement”), by and between the District and the Depository Trustee. Amounts credited to the trust, other than any beginning cash balance, shall be invested immediately in obligations issued by or guaranteed by the United States of America the maturing principal of and interest on which, together with any beginning cash balance, shall be sufficient to pay the principal of and interest on the Bonds Being Refunded as the same become due at maturity or prior redemption as provided herein. The District is also hereby authorized, if necessary, to deposit cash on hand with the Depository Trustee to pay amounts due on the Prior Bonds on July 1, 2021.

Any balance of the net proceeds of the Series 2021 Refunding Bonds remaining after creation of the trust for the Bonds Being Refunded shall be transferred to the District’s Bond Fund for the Series 2021 Refunding Bonds.

Section 2.10. Transfer and Exchange.

(a) **Transfer of Series 2021 Refunding Bonds.** Any maturity of a Series 2021 Refunding Bond may be transferred only in whole and only to a Qualified Investor who agrees to comply with all applicable federal and state securities laws. Any Series 2021 Refunding Bond may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.14 hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series 2021 Refunding Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Series 2021 Refunding Bond shall be surrendered for transfer, the Trustee shall execute and deliver a Series 2021 Refunding Bond or Series 2021 Refunding Bonds in fully registered form of the same series, maturity and interest rate and for a like aggregate principal amount. The Trustee has no duty or obligation to confirm that any transferee is a Qualified Investor and the Trustee's only duty in connection with such requirement is to obtain a Certificate of Qualified Investor in the form attached to the form of the Series 2021 Refunding Bond.

(b) **Exchange of Series 2021 Refunding Bonds.** The Series 2021 Refunding Bonds may be exchanged at the designated corporate trust office of the Trustee for a like aggregate principal amount of Series 2021 Refunding Bonds of authorized denominations of the same maturity and interest rate. In connection with any such exchange or transfer of Series 2021 Refunding Bonds, the Owner requesting such exchange or transfer shall, as a condition precedent to the exercise of the privilege of making such exchange or transfer, remit to the Trustee an amount sufficient to pay any tax, or other governmental charge required to be paid, other than one imposed by the District, or any fee or expense of the Trustee or the District with respect to such exchange or transfer.

Section 2.11. Series 2021 Refunding Bonds Mutilated, Lost, Destroyed or Stolen. If any Series 2021 Refunding Bond shall become mutilated, the Trustee, at the expense of the Owner of said Series 2021 Refunding Bond, shall execute and deliver a new Series 2021 Refunding Bond of like tenor, maturity and amount in exchange and substitution for the Series 2021 Refunding Bond so mutilated, but only upon surrender to the Trustee of the Series 2021 Refunding Bond so mutilated. Any mutilated Series 2021 Refunding Bond so surrendered to the Trustee shall be cancelled by it and redelivered to, or upon the order of, the Series 2021 Refunding Bond Owner. If any Series 2021 Refunding Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Series 2021 Refunding Bond Owner, shall execute and deliver a new Series 2021 Refunding Bond of like tenor, maturity and amount and numbered as the Trustee shall determine in lieu of and in substitution for the Series 2021 Refunding Bond so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Series 2021 Refunding Bond delivered under this Section 2.11 and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section 2.11. Any Series 2021 Refunding Bond issued under the provisions of this Section 2.11 in lieu of any Series 2021 Refunding Bond alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Resolution with all other Series 2021 Refunding Bonds secured by

this Resolution. The Trustee shall not be required to treat both the original Series 2021 Refunding Bond and any replacement Series 2021 Refunding Bond as being Outstanding for the purpose of determining the principal amount of Series 2021 Refunding Bonds which may be executed and delivered hereunder or for the purpose of determining any percentage of Series 2021 Refunding Bonds Outstanding hereunder, but both the original and replacement Series 2021 Refunding Bond shall be treated as one and the same. Notwithstanding any other provision of this Section 2.11, in lieu of delivering a new Series 2021 Refunding Bond for a Series 2021 Refunding Bond which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Series 2021 Refunding Bond upon receipt of the aforementioned indemnity.

Section 2.12 **Payment.** Payment of interest due with respect to any Series 2021 Refunding Bond on any Interest Payment Date shall be made to the person appearing on the registration books of the Trustee as the Owner thereof as of the Record Date immediately preceding such Interest Payment Date, such interest to be paid by wire transfer in immediately available funds to an account in the United States of America designated by the Owner; provided, however, that such Owner may alternatively request to be paid by check mailed by first class mail to such Owner at his address as it appears on such registration books. The principal with respect to the Series 2021 Refunding Bonds shall be payable in lawful money of the United States of America upon surrender when due at the designated office of the Trustee; provided, however, annual payments of principal represented by mandatory sinking fund installments shall not require the surrender of the Series 2021 Refunding Bonds.

Section 2.13. **Execution of Documents and Proof of Ownership.** Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Resolution to be signed or executed by Series 2021 Refunding Bond Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Series 2021 Refunding Bonds. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Series 2021 Refunding Bonds shall be sufficient for any purpose of this Resolution (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(b) The fact of the ownership of Series 2021 Refunding Bonds by any person and the amount, the maturity and the numbers of such Series 2021 Refunding Bonds and the date

of his holding the same be proved on the registration books maintained pursuant to Section 2.14 hereof.

Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Series 2021 Refunding Bond shall bind every future Owner of the same Series 2021 Refunding Bond in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

Section 2.14. Series 2021 Refunding Bond Register. The Trustee will keep or cause to be kept, at its designated corporate trust office, sufficient books for the registration and transfer of the Series 2021 Refunding Bonds which shall at all times during regular business hours be open to inspection by the District and, upon presentation for such purpose, the Trustee shall, under reasonable regulations and with such reasonable notice as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series 2021 Refunding Bonds as hereinbefore provided.

Section 2.15. Payment of Unclaimed Amounts. In the event any check for payment of interest on a Series 2021 Refunding Bond is returned to the Trustee unendorsed or is not presented for payment within two (2) years from its payment date or any Series 2021 Refunding Bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal due upon such Series 2021 Refunding Bond shall have been made available to the Trustee for the benefit of the Owner thereof, it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Series 2021 Refunding Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Series 2021 Refunding Bond or amounts due thereunder. The Trustee's obligation to hold such funds shall continue for two years and six months following the date on which such interest or principal payment became due, whether at maturity, or at the date fixed for redemption, or otherwise, at which time the Trustee shall surrender such unclaimed funds so held to the District, whereupon any claim of whatever nature by the Owner of such Series 2021 Refunding Bond arising under such Series 2021 Refunding Bond shall be made upon the District.

ARTICLE III

APPLICATION OF PROCEEDS RECEIVED BY TRUSTEE

Section 3.1. **Deposit with Depository Trustee.** The Trustee shall deposit net proceeds from the sale of the Series 2021 Refunding Bonds with the Depository Trustee pursuant to the Depository Trust Agreement to refund the Prior Bonds and to pay costs of issuance of the Series 2021 Refunding Bonds.

Section 3.2. **Purpose.** Except as provided in Section 3.4, moneys shall be expended only to refund the Bonds Being Refunded and to pay Costs of Issuance of the Series 2021 Refunding Bonds. Any proceeds not needed for such purposes, after payment of the principal of and interest and redemption premium on the Bonds Being Refunded and the Costs of Issuance have been paid, shall be deposited in the Bond Fund.

Section 3.3. **Reserved.**

Section 3.4. **Payments by the District.** Subject to the limitation to Gross Revenues, the District shall make, or cause to be made, payments to the Trustee of principal and interest at least three (3) days prior to each Interest Payment Date, taking into account any funds on deposit in the Bond Fund as a credit towards any payment then due. The Trustee, not less than ten (10) Business Days prior to each Interest Payment Date, shall notify the District of the amount required to be paid after taking into account interest earnings which will be transferred to the Bond Fund in accordance herewith, on or before such Interest Payment Date.

ARTICLE IV

REDEMPTION OF SERIES 2021 REFUNDING BONDS

Section 4.1. Optional and Mandatory Redemption. The Series 2021 Refunding Bonds may be subject to optional or mandatory sinking fund redemption as set forth in the Placement Agent Agreement.

Section 4.2. Selection of Series 2021 Refunding Bonds for Redemption. The Series 2021 Refunding Bonds shall be redeemed only in the principal amounts of \$1,000 each or integral multiples thereof. With respect to optional redemptions, the District shall, at least forty-five (45) days prior to the redemption date, notify the Trustee of such redemption date and of the maturities of the Series 2021 Refunding Bonds and the principal amount of the Series 2021 Refunding Bonds of any such maturity to be redeemed on such date. For the purposes of any optional redemption of less than all of the Series 2021 Refunding Bonds of a single maturity and mandatory sinking fund redemption of any Series 2021 Refunding Bonds subject to mandatory sinking fund redemption, the particular Series 2021 Refunding Bonds or portions of Series 2021 Refunding Bonds of such maturity to be redeemed shall be selected by lot not more than forty-five (45) nor less than thirty (30) days prior to the redemption date by the Trustee by such selection methods as the Trustee shall in its sole discretion deem appropriate and fair; provided, however, that such selection methods shall provide for the selection of the Series 2021 Refunding Bonds or portions thereof for redemption in principal amounts of \$1,000 or integral multiples thereof such that any \$1,000 Series 2021 Refunding Bond or \$1,000 portion of a Series 2021 Refunding Bond shall be as likely to be called for redemption as any other such \$1000 Series 2021 Refunding Bond or \$1,000 portion thereof. The Trustee shall promptly notify the District in writing of the Series 2021 Refunding Bonds so selected for redemption.

Section 4.3 Notice of Redemption. When redemption is authorized pursuant to this Article IV, the Trustee shall give notice of the redemption of the Series 2021 Refunding Bonds. Such notice shall specify: (a) that the Series 2021 Refunding Bonds or a designated portion thereof are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, (d) in the case of each Series 2021 Refunding Bond called only in part, the portion of the principal thereof which is to be redeemed, and (e) that if, on the specified redemption date, moneys for redemption of all said Series 2021 Refunding Bonds to be redeemed, together with interest to the date of redemption, shall be held by the Trustee, then, from and after such date of redemption, interest with respect to the Series 2021 Refunding Bonds so called shall cease to accrue and become payable. If the notice is for optional redemption under Section 4.1 hereof, the notice shall be conditional and shall also state that if the District does not deposit, or cause to be deposited, on or before 12:00 noon Eastern Time on the date set for redemption the funds necessary for such redemption, the redemption will be cancelled.

Notice of such redemption shall be mailed by first class mail to the purchaser, or if the purchaser is a syndicate, to the managing member of such syndicate, and to the respective Owners of Series 2021 Refunding Bonds designated for redemption at their addresses appearing on the Series 2021 Refunding Bond registration books, at least thirty (30) days, but not more than sixty (60) days prior to the redemption date; provided that neither failure to receive such

notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Series 2021 Refunding Bonds.

For any optional redemption, if the District does not deposit, or cause to be deposited, on or before 12:00 noon Eastern Time on the date set for redemption, the funds necessary therefor, the redemption will be cancelled. If the redemption is cancelled, the Trustee shall promptly mail notice of cancellation of the redemption to all persons to whom the notice of redemption was mailed.

Section 4.4. Partial Redemption of Series 2021 Refunding Bond. Upon surrender of any Series 2021 Refunding Bond redeemed in part only, the Trustee shall authenticate and deliver to the registered Owner thereof, at the expense of the District, a new Series 2021 Refunding Bond or Series 2021 Refunding Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Series 2021 Refunding Bond surrendered and of the same maturity.

Section 4.5. Effect of Notice of Redemption. Notice having been given as aforesaid, and moneys for the redemption (including the interest on Series 2021 Refunding Bonds to the applicable date of redemption and any applicable premium), having been set aside in the Bond Fund, the Series 2021 Refunding Bonds shall become due and payable on said date of redemption, and, upon presentation and surrender thereof at the office or offices specified in said notice, said Series 2021 Refunding Bonds shall be paid at the unpaid principal amount (or applicable portion thereof) with respect thereto, plus interest accrued and unpaid to said date of redemption on Series 2021 Refunding Bonds and any applicable premium.

If, on said date of redemption, moneys for the redemption of all the Series 2021 Refunding Bonds to be redeemed, together with interest to said date of redemption, shall be held by the Trustee so as to be available therefor on such date of redemption, and, if notice of redemption thereof shall have been given as aforesaid, then, from and after said date of redemption, interest with respect to the Series 2021 Refunding Bonds shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Series 2021 Refunding Bonds shall be held in trust for the account of the Owners of the Series 2021 Refunding Bonds so to be redeemed.

All Series 2021 Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Article shall be cancelled upon surrender thereof and delivered to or upon the order of the District.

Section 4.6. Credit Against Mandatory Redemption. The Series 2021 Refunding Bonds subject to mandatory sinking fund redemption which are called for optional redemption or otherwise purchased, redeemed (other than by mandatory sinking fund redemption) or delivered by the District to the Trustee for cancellation shall satisfy and be credited against the mandatory sinking fund redemption requirements on the dates determined by the District.

ARTICLE V

BOND PAYMENTS; BOND FUND

Section 5.1. **Establishment of Bond Fund.** The Trustee shall establish a special fund designated as the “Yavapai County Community College District Series 2021 Refunding Bond Fund” (which shall also be known as the “Bond Fund”). All moneys at any time deposited by the Trustee in the Bond Fund shall be held by the Trustee in trust for the benefit of the Owners of the Series 2021 Refunding Bonds and the Parity Obligations. So long as any Series 2021 Refunding Bonds are Outstanding, the District shall have no beneficial right or interest in the Bond Fund or the moneys deposited therein, except only as provided in this Resolution, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

Section 5.2. **Deposits.** The District Representative shall remit to the Trustee by noon of the day which is three (3) business days preceding each Interest Payment Date for deposit into the Bond Fund, such amounts of the Gross Revenues of the District as are available and necessary to make the deposits required herein and maintain the funds and accounts herein established and to make the payments required with respect to the 2013 Bonds. The Board may, at its option, make the required remittances from any money lawfully available therefor. The Trustee shall deposit in the Bond Fund all payments of principal, interest and premium, if any, received.

Section 5.3. **Application of Moneys.** All amounts in the Bond Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and interest and redemption premiums, if any, with respect to the 2013 Bonds as the same shall become due and payable, in accordance with the provisions of Articles II and IV hereof.

Section 5.4. **Reserved.**

Section 5.5. **Reserved.**

Section 5.6. **Surplus.** Any surplus remaining in any of the funds or accounts created hereunder, after redemption and payment of all Series 2021 Refunding Bonds, including accrued interest and premium, if any, and payment of any applicable fees to the Trustee, or provision for such redemption or payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the District.

Section 5.7. **Separate Funds and Accounts.** Monies and investments properly paid into and held in the funds and accounts established hereunder, other than the Bond Fund, shall not be subject to the claims of the owners of any Parity Obligations. The owners of the Series 2021 Refunding Bonds shall have no claim or lien upon any monies or investments properly paid into and held in the funds and accounts established under the proceedings for any Parity Obligations other than any debt service fund.

ARTICLE VI

PLEDGE AND LIEN

Section 6.1. **Pledge.** Each Series 2021 Refunding Bond authorized hereunder is payable from a pledge of, and secured by a lien on, the Gross Revenues as may be necessary for its prompt and punctual payment on parity with the pledge of Gross Revenues to the payments due on any Parity Obligations as provided herein. Said pledge of, and said lien on, the Gross Revenues is hereby irrevocably made and created by the District for the prompt and punctual payment of principal and interest due on the Series 2021 Refunding Bonds according to their terms, and to create and maintain the funds as hereinafter specified in this Resolution. None of the Series 2021 Refunding Bonds or the Parity Obligations shall be entitled to priority or distinction one over the other in the application of the Gross Revenues hereby pledged to the payment thereof, regardless of the issue of the Series 2021 Refunding Bonds or the Parity Obligations in series, or the delivery of any of the Series 2021 Refunding Bonds or the Parity Obligations prior to the delivery of any other of the Series 2021 Refunding Bonds or the Parity Obligations of said series, or regardless of the time or times the Series 2021 Refunding Bonds or the Parity Obligations mature or are called for redemption prior to maturity or otherwise. All of the Series 2021 Refunding Bonds and the Parity Obligations are co-equal as to the pledge of and lien on the Gross Revenues pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Gross Revenues or security therefor.

Section 6.2. **Protection of Lien.** The Trustee and the District will not make or create or suffer to be made or created any assignment or lien having priority or preference over the assignment and lien hereof upon the interests granted hereby or any part thereof. The Trustee and the District will not issue any obligations the payment of which is secured by an equal claim on or interest in property or revenues pledged hereunder except in lieu of, or upon transfer of registration or exchange of, any Series 2021 Refunding Bond as provided herein and except for Parity Obligations.

Section 6.3. **Parity Obligations.** The District reserves the right to issue additional Parity Obligations payable from and secured by an equal lien on the Gross Revenues with the Series 2021 Refunding Bonds herein authorized and for the purpose or purposes as specified by law, but no such additional Parity Obligations shall be issued unless all of the following conditions are met:

(a) All deposits in the funds and accounts created under Article V hereof must be current.

(b) A certificate of the Vice President of Finance and Administrative Services of the District or other officer acting as chief fiscal officer of the District shall have been received and placed on file with the Trustee to evidence that the aggregate amount of Gross Revenues herein pledged and received by or on behalf of the District during the Fiscal Year next preceding the date of issuance of any such additional Parity Obligations is at least equal to 200% of the Maximum Annual Debt Service Requirement (including such Parity Obligations) for the

Outstanding Series 2021 Refunding Bonds and any Parity Obligations for the Bond Years in which the Series 2021 Refunding Bonds or any Parity Obligations are Outstanding.

If the District issues Parity Obligations to refund the Series 2021 Refunding Bonds or one or more series of Parity Obligations by providing for payment of the amounts due thereon in advance of their maturity then, for purposes of this Resolution, such refunded Series 2021 Refunding Bonds and Parity Obligations, to the extent they will no longer be Outstanding after the refunding, will be treated as not Outstanding for the purpose of determining the Annual Debt Service Requirement.

(c) The obligation to make payments on the Parity Obligations from Gross Revenues shall not be subject to acceleration for any reason and such payments shall not be made immediately due and payable prior to their scheduled due date, except as provided for optional and mandatory redemption.

Parity Obligations may include any long term obligation or deferred payment for property including, without limitation, installment purchase or lease purchase agreements. For the purpose of this Section 6.3, payments on installment purchase or lease purchase agreements shall be deemed to include a principal component and an interest component and references in this Resolution to the payment of principal, interest and premium shall include the payment of lease purchase or installment purchase payments. On or before the date of issuance of any Parity Obligations, the District shall deliver to the Trustee in writing a description of the Parity Obligations, the dates and amounts due thereon and shall further provide the Trustee with a copy of the proceedings authorizing the Parity Obligations.

ARTICLE VII

MONEYS IN FUNDS; INVESTMENT

Section 7.1. **Held in Trust.** The moneys and investments held by the Trustee under this Resolution are irrevocably held in trust for the benefit of the Owners of the Series 2021 Refunding Bonds, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Resolution, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the District, the Trustee or any Owner of Series 2021 Refunding Bonds.

Section 7.2. **Investments Authorized.** Upon written order of the District Representative, moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee, to the maximum extent practicable in Permitted Investments having the highest yield reasonably obtainable. In the absence of such direction, the Trustee may invest or reinvest moneys it holds in the funds and accounts hereunder in investments described in paragraph (e) of the definition of Permitted Investments. The District Representative may by written order filed with the Trustee direct such investment in specific Permitted Investments. Such investments, if registrable, shall be registered in the name of the Trustee and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 7.2. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. The Trustee shall be entitled to rely on the written investment directions of the District Representative as to the suitability and legality of any such directed investment.

Section 7.3. **Accounting.** The Trustee shall furnish to the District, not less than semiannually, an accounting (which may be in the form of its customary statement) of all investments made by the Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 7.2 hereof.

Section 7.4. **Allocation of Earnings.** Subject to Section 7.7 pertaining to arbitrage rebate, any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made, except as otherwise provided herein.

Section 7.5. **Valuation and Disposition of Investments.** For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at Market Value, except that guaranteed investment contracts shall be valued at their principal amount payable. The Trustee may sell at the best price obtainable, or present for redemption, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

Section 7.6. Arbitrage Covenant. The District hereby covenants with the Owners of the Series 2021 Refunding Bonds that it will make or permit no use of the proceeds of the Series 2021 Refunding Bonds or other moneys which would cause the Series 2021 Refunding Bonds to be “arbitrage bonds” subject to federal income taxation by reason of Section 148 of the Internal Revenue Code of 1986, as amended.

Section 7.7. Tax Covenants. In consideration of the acceptance and execution of this Resolution by the Trustee and the purchase by the Owners of Series 2021 Refunding Bonds, from time to time, and in consideration of retaining the exclusion of the interest income on the Series 2021 Refunding Bonds from gross income for federal income tax purposes, the District covenants with the Trustee and the Series 2021 Refunding Bond holders from time to time to neither take nor fail to take any action, which action or failure to act is within its power and authority and would result in the interest income on the Series 2021 Refunding Bonds to become subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of issuance of the Series 2021 Refunding Bonds or such laws as they may be modified or amended.

The District agrees that it will comply with such requirement(s) and will take any such action(s) as are necessary to prevent interest income with respect to this Resolution or the Series 2021 Refunding Bonds from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by special counsel; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating to this Resolution or the Series 2021 Refunding Bonds; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the Series 2021 Refunding Bonds; and limiting the use of the proceeds of the Series 2021 Refunding Bonds and property financed thereby.

The Trustee shall establish a separate “Arbitrage Rebate Fund”. The Arbitrage Rebate Fund shall be held separate and apart from all other funds and accounts held by the Trustee. The Arbitrage Rebate Fund shall be funded with earnings and profits from the investment of the Series 2021 Refunding Bond proceeds on an annual basis. The District will compute, or engage professionals to compute, the exact amount of earnings which need to be deposited into the Arbitrage Rebate Fund no later than sixty (60) days before each anniversary of the Series 2021 Refunding Bond issuance. If requested by the Trustee, the District shall provide the Trustee with copies of such computation.

No later than sixty (60) days after each fifth anniversary of the Series 2021 Refunding Bond issuance, upon receipt from the District, the Trustee shall file a completed Form 8038-T, and remit the payment required by Section 148(f)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), as directed by the District with the Internal Revenue Service Center, Ogden, Utah 84201. Such payment shall be from moneys contained in the Arbitrage Rebate Fund. In addition, upon the payment or redemption of the last Series 2021 Refunding

Bond of the issue, upon receipt from the District, the Trustee shall file, within sixty (60) days after the last redemption, a completed Form 8038-T and remit, as directed by the District, the final payment as required by Code Section 148(f)(3). In the event there is insufficient moneys in the Arbitrage Rebate Fund to make a payment when due, the District shall pay to the Trustee from Gross Revenues or other money lawfully available therefor the amount necessary to provide the Trustee with an amount sufficient to make such payment when due.

Section 7.8. **Record Retention.** Unless otherwise directed in writing by the District Representative, the Trustee shall maintain books and records showing the receipt, expenditure and investment of funds, including investment earnings received or losses incurred so long as any Series 2021 Refunding Bonds are outstanding and for at least three years thereafter.

Section 7.9. **Qualified Tax-Exempt Obligations.** In the event the Series 2021 Refunding Bonds qualify as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, the Chair of the Governing Board and the Vice President of Finance and Administrative Services, or their designees, are each hereby authorized and directed, without further order of the Board, to execute and deliver a certification as part of the closing certificates, that it is reasonably anticipated that the aggregate amount of qualified tax-exempt obligations (as defined in Section 265(b)(3)(B) of the Code) which will be issued for or by the District in the current calendar year will not exceed \$10,000,000.

ARTICLE VIII

THE TRUSTEE

Section 8.1. **Appointment of Trustee.** The bank or trust company selected by the Vice President of Finance and Administrative Services is hereby appointed Trustee by the District for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Resolution. The District covenants that it will maintain as Trustee a bank or trust company with a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000), and subject to supervision or examination by federal or State authority, so long as any Series 2021 Refunding Bonds are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section 8.1 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee is hereby authorized to redeem the Series 2021 Refunding Bonds when duly presented for payment at maturity, or on redemption, and to cancel all Series 2021 Refunding Bonds upon payment thereof. The Trustee shall keep accurate records of all funds administered by it and of all Series 2021 Refunding Bonds paid and discharged.

The Trustee, and any other trustee with respect to any Parity Obligations, are authorized and directed to enter into such agreements as may be reasonable and appropriate between the trustees for the application of Gross Revenues and other amounts held in any funds or accounts hereunder or under the proceeds with respect to such Parity Obligations.

Section 8.2. **Liability of Trustee; Standard of Care.** The recitals of facts, covenants and agreements herein and in the Series 2021 Refunding Bonds contained shall be taken as statements, covenants and agreements of the District, and the Trustee assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Resolution or of the Series 2021 Refunding Bonds or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Series 2021 Refunding Bonds assigned to or imposed upon them, respectively, including but not limited to the Trustee's obligations under Section 7.7 hereof. Prior to the occurrence of an Event of Default, or after the timely cure of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in this Resolution and no implied covenants or obligations shall be read into this Resolution against the Trustee. After the occurrence of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent indenture trustee would exercise under the circumstances in the conduct of the Trustee's corporate trust business.

Section 8.3. **Merger or Consolidation.** Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust

business, provided that such company shall be eligible under Section 8.1 hereof, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 8.4. Protection and Rights of the Trustee. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Resolution, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to recognize any person as an Owner of any Series 2021 Refunding Bond or to take any action at his request unless such Series 2021 Refunding Bond shall be deposited with the Trustee and satisfactory evidence of the ownership of such Series 2021 Refunding Bond shall be furnished to the Trustee. The Trustee may consult with counsel, who may be counsel to the District with regard to legal questions and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Resolution, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the certificate of the District Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee may become the Owner of the Series 2021 Refunding Bonds with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the District with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Series 2021 Refunding Bonds, whether or not such committee shall represent the Owners of the majority in principal amount of the Series 2021 Refunding Bonds then Outstanding.

The recitals, statements and representations by the District contained in this Resolution or in the Series 2021 Refunding Bonds shall be taken and construed as made by and on the part of the District and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall

not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Resolution or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

No provision in this Resolution shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

The Trustee shall not be accountable for the use or application by the District or any other party of any funds which the Trustee has released in accordance with the terms of this Resolution.

Notwithstanding any provision in this Resolution to the contrary, the Trustee shall not be required to take notice or be deemed to have notice of an Event of Default, except an Event of Default under Section 12.2(1) hereof, unless the Trustee has actual notice thereof or is specifically notified in writing of such default by the District or the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Series 2021 Refunding Bonds then Outstanding.

Section 8.5. Compensation of Trustee. The District shall from time to time, as agreed upon between the District and the Trustee, pay, or cause to be paid, to the Trustee reasonable compensation for its services, and shall reimburse the Trustee for all its advances and expenditures, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. The fees and reimbursement shall be pursuant to a schedule agreed to between the Trustee and the Vice President of Finance and Administrative Services, which schedule may be amended in writing from time to time by the District and the Trustee.

Section 8.6. Removal of Trustee. The District (but only if no Event of Default has occurred and is continuing), or the owners of a majority in aggregate principal amount of all Series 2021 Refunding Bonds Outstanding by written directive, at any time and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of Arizona, having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by Federal or State authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section 8.6, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee may at any time resign by giving written notice to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor trustee by an instrument in writing; provided, however, that in the event that the District does not appoint a successor trustee within thirty (30) days following receipt of such notice of resignation, the

resigning Trustee may petition the appropriate court having jurisdiction to appoint a successor trustee. Any resignation or removal of the Trustee and appointment of a successor trustee shall become effective upon acceptance of appointment by the successor trustee. The Trustee and the District shall execute any documents reasonably required to affect the transfer of rights and obligations of the Trustee to the successor trustee. Upon such acceptance, the successor trustee shall mail notice thereof to the Series 2021 Refunding Bond Owners at their respective addresses set forth on the Series 2021 Refunding Bond registration books maintained pursuant to Section 2.14 hereof.

Notwithstanding the foregoing, in the event the Trustee merges or becomes consolidated with any other entity which resulting entity is otherwise qualified to be a successor trustee hereunder, such resulting entity shall assume all rights, obligations and duties of the Trustee hereunder without the execution or filing of any papers or any further act on the part of either party hereto.

Section 8.7. **Appointment of Agent.** The Trustee may appoint an agent or agents to exercise any of the powers, rights or remedies granted to the Trustee under this Resolution, and to hold title to property or to take any other action which may be desirable or necessary.

Section 8.8. **Commingling.** The Trustee may commingle any of the funds held by it pursuant to this Resolution in a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

Section 8.9. **Records.** The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Resolution, which shall be available for inspection by the District, or any of their agents, at any time during regular business hours. The Trustee shall provide the District Representative with semiannual reports of funds transactions and balances.

Section 8.10. **Force Majeure.** The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay (“unavoidable delay”) in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources or energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

Section 8.11. **Facsimile Instruction.** The Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions pursuant to this Resolution

provided, however, that: (a) subsequent to such facsimile transmission of written instructions and/or directions the Trustee shall forthwith receive the originally executed instructions and/or directions, (b) such originally executed instructions and/or directions shall be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (c) the Trustee shall have received a current incumbency certificate containing the specimen signature of such designated person.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Resolution sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

ARTICLE IX

MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 9.1. Amendments Permitted. This Resolution and the rights and obligations of the Owners of the Series 2021 Refunding Bonds, may be modified or amended at any time by a supplemental resolution which shall become effective when the written consent of the Owners of a majority in aggregate principal amount of the Series 2021 Refunding Bonds then Outstanding, exclusive of Series 2021 Refunding Bonds disqualified as provided in Section 9.3 hereof, shall have been filed with the Trustee. No such modification or amendment shall (1) extend or have the effect of extending the fixed maturity of any Series 2021 Refunding Bond or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the redemption thereof, without the express consent of the Owner of such Series 2021 Refunding Bond, or (2) reduce or have the effect of reducing the percentage of Series 2021 Refunding Bonds required for the affirmative vote or written consent to an amendment or modification of this Resolution, or (3) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental resolution shall become effective as provided in Section 9.2 hereof.

This Resolution and the rights and obligations of the Owners of the Series 2021 Refunding Bonds, may be modified or amended at any time by a supplemental resolution, without the consent of any such Owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein reserved to the District, (2) to cure, correct or supplement any ambiguous or defective provision contained herein or therein, or (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not adversely affect the interests of the Owners of the Series 2021 Refunding Bonds. Any such supplemental resolution shall become effective upon adoption by the District and acceptance by the Trustee.

Section 9.2. Procedure for Amendment With Written Consent of Series 2021 Refunding Bond Owners. This Resolution may be amended by supplemental resolution as provided in this Section 9.2 in the event the consent of the Owners of the Series 2021 Refunding Bonds are required pursuant to Section 9.1 hereof. A copy of such supplemental resolution, together with a request to the Series 2021 Refunding Bond Owners for their consent thereto, shall be mailed by the Trustee to each Owner of a Series 2021 Refunding Bond at his address as set forth on the Series 2021 Refunding Bond registration books maintained pursuant to Section 2.14 hereof, but failure to mail copies of such supplemental resolution and request shall not affect the validity of the supplemental resolution when assented to as in this Section 9.2 provided.

Such supplemental resolution shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of a majority in principal amount of the Series 2021 Refunding Bonds then Outstanding (exclusive of Series 2021 Refunding Bonds disqualified as provided in Section 9.3 hereof) and a notice shall have been mailed as hereinafter in this Section 9.2 provided. The consent of an Owner of a Series 2021 Refunding Bond shall be

effective only if accompanied by proof of ownership of the Series 2021 Refunding Bonds for which such consent is given, which proof shall be such as is permitted by Section 2.13 hereof. Any such consent shall be binding upon the Owner of the Series 2021 Refunding Bond giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section 9.2 provided for has been mailed.

After the Owners of the required percentage of Series 2021 Refunding Bonds shall have filed their consents to such supplemental resolution, the Trustee shall mail a notice to the Owners of the Series 2021 Refunding Bonds in the manner hereinbefore provided in this Section 9.2 for the mailing of such supplemental resolution of the notice of adoption thereof, stating in substance that such supplemental resolution has been consented to by the Owners of the required percentage of Series 2021 Refunding Bonds and will be effective as provided in this Section 9.2 (but failure to mail copies of said notice shall not affect the validity of such supplemental resolution or consents thereto). A record, consisting of the papers required by this Section 9.2 to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental resolution shall become effective upon the mailing of such last-mentioned notice, and such supplemental resolution shall be deemed conclusively binding upon the parties hereto and the Owners of all Series 2021 Refunding Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60) day period.

Section 9.3. **Disqualified Series 2021 Refunding Bonds.** The Series 2021 Refunding Bonds owned or held by or for the account of the District or by any person directly or indirectly controlled by, or under direct or indirect common control with the District (except any Series 2021 Refunding Bonds held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Series 2021 Refunding Bonds provided for in this Resolution, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Resolution.

Section 9.4. **Effect of Supplemental Resolution.** From and after the time any supplemental resolution becomes effective pursuant to this Article IX, this Resolution shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Series 2021 Refunding Bonds Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental resolution shall be deemed to be part of the terms and conditions of this Resolution for any and all purposes.

The Trustee may require each Series 2021 Refunding Bond Owner, before his consent provided for in this Article IX shall be deemed effective, to reveal whether the Series 2021 Refunding Bonds as to which such consent is given are disqualified as provided in Section 9.3 hereof.

Section 9.5. Endorsement or Replacement of Series 2021 Refunding Bonds Delivered After Amendments. The Trustee may determine that Series 2021 Refunding Bonds delivered after the effective date of any action taken as provided in this Article IX shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Series 2021 Refunding Bond Outstanding at such effective date and presentation of his Series 2021 Refunding Bond for the purpose at the office of the Trustee, a suitable notation shall be made on such Series 2021 Refunding Bond. The Trustee may determine that the delivery of substitute Series 2021 Refunding Bonds, so modified as in the opinion of the Trustee is necessary to conform to such Series 2021 Refunding Bond Owners' action, which substitute Series 2021 Refunding Bonds shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of any Series 2021 Refunding Bond then Outstanding, such substitute Series 2021 Refunding Bond shall be exchanged at the principal office of the Trustee, without cost to such Owner, for a Series 2021 Refunding Bond of the same character then Outstanding, upon surrender of such Outstanding Series 2021 Refunding Bond.

Section 9.6. Amendatory Endorsement of Series 2021 Refunding Bonds. The provisions of this Article IX shall not prevent any Series 2021 Refunding Bond Owner from accepting any amendment as to the particular Series 2021 Refunding Bonds held by him, provided that proper notation thereof is made on such Series 2021 Refunding Bonds.

Section 9.7. Reserved

ARTICLE X

COVENANTS, NOTICES

Section 10.1. **General.** The District hereby expressly covenants and agrees with the Owner or Owners of the Series 2021 Refunding Bonds, so long as any of the Series 2021 Refunding Bonds are Outstanding, as provided in this Article.

Section 10.2. **Performance of Covenants.** The District covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions on its part to be performed as provided herein and in each and every Series 2021 Refunding Bond executed, authenticated and delivered hereunder and in all proceedings of the District pertaining thereto.

Section 10.3. **Instruments of Further Assurance.** The District covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such instruments supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, granting, conveying, pledging, assigning and confirming unto the Trustee the District's interest in and to the interests, revenues, assessments and receipts pledged hereby to the payment of the principal hereof, premium, if any, and interest on the Series 2021 Refunding Bonds in the manner and to the extent contemplated herein.

Section 10.4. **General Covenants.** So long as any of the Series 2021 Refunding Bonds are Outstanding, the District covenants and agrees:

(a) That it will maintain and preserve and keep the Prior Project in good repair, working order and condition so that the Prior Project will at all times be available for maximum use and occupancy, and that it will at all times continuously operate and manage the Prior Project in an efficient manner and at reasonable cost.

(b) That proper books of records and accounts, separate from all other records and accounts of the District, will be kept, in which complete and correct entries shall be made of all transactions relating to the refunding of the Prior Bonds, that the District will promptly assist and cooperate with the Auditor General of the State of Arizona in the conduct of any audit of the District, and the audit report prepared by a certified public accountant or by the Auditor General of the State of Arizona reflecting in reasonable detail the financial condition of the District for the previous fiscal year shall be furnished to the Trustee, and to any holder of the Series 2021 Refunding Bonds upon written request of such holder not more than ten (10) days after receipt by the District of such report.

(c) That the Trustee and any holder or holders of the Series 2021 Refunding Bonds, or their agents duly authorized for that purpose, shall have the right at all reasonable times while the Series 2021 Refunding Bonds are Outstanding to inspect the Prior Project and all records, accounts and data of the District relating to the Prior Project and Gross Revenues.

(d) That the tuition, fees, charges, admissions, rentals chargeable to the occupants, students, faculty and others using and being served by, or having the right to use, or having the right to be served by the District, shall be so fixed and revised from time to time and shall be so collected that the proceeds thereof shall be sufficient at all times to provide moneys sufficient to make all of the payments and deposits required to be made hereunder and to maintain the minimum balances specified herein.

Section 10.5. Notification to the District of Failure to Make Payments.

The Trustee shall notify the District of any failure to make any payment required hereunder to be made to the Trustee, in writing and within one (1) Business Day of any such failure. Such notice shall not be a prerequisite for the occurrence of an Event of Default hereunder.

Section 10.6. Contractual Obligations. The provisions of this Resolution and of each section and subsection hereof shall constitute a contract by and between the District and the Owners or any of them, and after delivery of any such Series 2021 Refunding Bonds no change, alteration or amendment of any provision of this Resolution or of any section or subsection hereof shall ever be made which will impair the interest of the Owners of any of the Series 2021 Refunding Bonds then Outstanding, except as provided in Article IX hereof.

ARTICLE XI

LIMITATION OF LIABILITY

Section 11.1. Limited Liability of the District. Except for the payment of principal, interest and redemption premium, if any on the Series 2021 Refunding Bonds from Gross Revenues when due in accordance with this Resolution and the performance of the other covenants and agreements of the District contained in this Resolution, the District shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Series 2021 Refunding Bonds with respect to this Resolution, or the terms, execution, delivery or transfer of the Series 2021 Refunding Bonds, or the distribution of payments to the Owners by the Trustee.

Section 11.2. No Liability of the District for Trustee Performance. The District will have no obligation or liability to any of the other parties or to the Owners of the Series 2021 Refunding Bonds with respect to the performance by the Trustee of any duty imposed upon it under this Resolution.

Section 11.3. Opinion of Counsel. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS

Section 12.1. **Rights held in Trust.** The Trustee is hereby granted all of the rights in and to payment under this Resolution in trust, including without limitation all of the rights to exercise such rights and remedies conferred on the Trustee pursuant hereto as may be necessary or convenient to enforce payment of any amounts required to be deposited in the Bond Fund and enforcement of the pledge of Gross Revenues hereunder.

Section 12.2. **Events of Default.** The following shall be an Event of Default hereunder: upon (1) the nonpayment of the whole or any part of any payment due hereunder at the time when the same is to be paid as provided herein, (2) the violation by the District of any other covenant or provision of this Resolution, (3) the occurrence of an event of default with respect to any outstanding Parity Obligations, or (4) the insolvency or bankruptcy of the District as the same may be defined under any law of the United States of America or the State of Arizona, or any voluntary or involuntary action of the District or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and if such default has not been cured (i) in the case of nonpayment of any payment hereunder on the due date, or the nonpayment of installment payments on their due dates with respect to any Parity Obligations; and (ii) in the case of the breach of any other covenant or provision of this Resolution or of any other agreement pertaining to Parity Obligations within sixty (60) days after notice in writing from the Trustee specifying such default.

Section 12.3. **Remedy.** Subject to Section 12.8 of this Resolution, if an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, and upon request of the Owners of twenty-five percent (25%) in aggregate principal amount of the Series 2021 Refunding Bonds and after being indemnified to its satisfaction from any liability or expense shall, exercise one or more of the following remedies:

a. The Trustee may proceed to protect and enforce its rights and the rights of the holders of the Series 2021 Refunding Bonds under this Resolution by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained in this Resolution, or in aid of the execution of any power granted herein, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being advised by counsel, may deem most effectual to protect and enforce any of the rights or interests under the Series 2021 Refunding Bonds and this Resolution. All rights of action under this Resolution or under any of the Series 2021 Refunding Bonds may be enforced by the Trustee without the possession of any of the Series 2021 Refunding Bonds or the production thereof on any trial or other proceeding relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, and any recovery of judgment shall be for the ratable benefit of the holders of the Series 2021 Refunding Bonds.

b. The Trustee, upon the bringing of a suit to enforce any of its rights hereunder, as a matter of right without notice and without giving bond to the District or anyone claiming under them, may (i) have a receiver appointed of all the Gross Revenues which are pledged for the payment of the Series 2021 Refunding Bonds, pending such proceedings, with such powers as the Court making such appointment shall confer, including such powers as may be necessary or usual in such cases for the protection, possession, control and management of the Prior Project and for the collection and proper disbursement of the Gross Revenues pledged for the payment of the Series 2021 Refunding Bonds, and the District does hereby irrevocably consent to such appointment and (ii) seek and obtain such injunctive relief as may be appropriate.

The Trustee is hereby appointed, and the successive respective Owners by taking and owning the Series 2021 Refunding Bonds, shall be conclusively deemed to have so appointed the Trustee, the true and lawful attorney-in-fact of the respective Owners, with authority to make or file, in the respective names of the Owners or in behalf of all Owners as a class, any proof of debt, amendment to proof of debt, petition or other document; to receive payment of all sums becoming distributable on account thereof; to execute any and all acts and things for and in behalf of all Owners as a class, as may be necessary or advisable, in the opinion of the Trustee, in order to have the respective claims of the Owners against the District allowed in any equity receivership, insolvency, liquidation, bankruptcy or other proceedings to which the District shall be a party. The Trustee shall have full powers of substitution and delegation in respect of any such powers.

Notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the maturities of the Series 2021 Refunding Bonds nor to declare any principal or interest not then past due or in default to be immediately due and payable.

Section 12.4. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article XII shall be applied by the Trustee in the order following upon presentation of the several Series 2021 Refunding Bonds, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the costs and expenses of the Trustee and of the Series 2021 Refunding Bond Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel;

Second, to the payment of the whole amount then owing and unpaid with respect to the Series 2021 Refunding Bonds for principal and interest, with interest on the overdue principal and installments of interest at the applicable interest rate (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest and interest on overdue principal, as aforesaid), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Series 2021 Refunding Bonds, then to the payment of such principal and interest allocating such payments (i) first to interest due and unpaid, ratably without preference or priority of any installment of unpaid interest over any other installment of unpaid interest, (ii)

then to principal due and unpaid, ratably without preference or priority of any installment of unpaid principal over any other installment of unpaid principal, and (iii) then to interest on overdue interest, ratably without preference or priority of any installment over any other installment.

Section 12.5. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Series 2021 Refunding Bonds then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Series 2021 Refunding Bonds by a suit in equity or action at law for the specific performance of any covenant or agreement contained herein.

Section 12.6. Non-waiver. Nothing in this Article XII or in any other provision of this Resolution or in the Series 2021 Refunding Bonds, shall affect or impair the obligation of the District to pay amounts due on the Series 2021 Refunding Bonds as provided herein, or affect or impair the right of action, which is absolute and unconditional, of the Series 2021 Refunding Bond Owners to institute suit to enforce and collect such payment. No delay or omission of the Trustee or of any Owner of any of the Series 2021 Refunding Bonds to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XII to the Trustee or the Owners of Series 2021 Refunding Bonds may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Series 2021 Refunding Bond Owners.

Section 12.7. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of twenty-five percent (25%) in aggregate principal amount of the Series 2021 Refunding Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Series 2021 Refunding Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of a majority in aggregate principal amount of the Series 2021 Refunding Bonds Outstanding.

Section 12.8. Limitation on Series 2021 Refunding Bond Owners' Right to Sue. No Owner of any Series 2021 Refunding Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Resolution, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (b) the Owners of at least twenty-five percent (25%) in aggregate principal amount of all the Series 2021 Refunding Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses, and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with

such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Series 2021 Refunding Bonds of any remedy hereunder; it being understood and intended that no one or more Owners of Series 2021 Refunding Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Resolution, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Series 2021 Refunding Bonds.

The right of any Owner of any Series 2021 Refunding Bond to receive payment of the principal, interest and premium, if any, on said Owner's Series 2021 Refunding Bond as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section 12.8 or any other provision of this Resolution.

ARTICLE XIII

DEFEASANCE

Section 13.1. Defeasance. If and when all Outstanding Series 2021 Refunding Bonds shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest and redemption premium (if any) with respect to all Series 2021 Refunding Bonds Outstanding, as and when the same become due and payable;

(b) by depositing with a Depository Trustee, in trust for such purpose, at or before maturity, money which, together with the amounts then on deposit in the Bond Fund is fully sufficient to pay or cause to be paid all Series 2021 Refunding Bonds Outstanding, including all principal and interest and redemption premium, if any;

(c) by depositing with a Depository Trustee, in trust for such purpose, any noncallable United States Obligations in such amount as shall be certified to the Trustee and the District by a national firm of certified public accountants acceptable to both the Trustee and the District, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Bond Fund, together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged all Series 2021 Refunding Bonds (including all principal, interest and redemption premium, if any) at their respective maturity dates or prior redemption dates;

notwithstanding that any Series 2021 Refunding Bonds shall not have been surrendered for payment, all obligations of the Trustee and the District with respect to all Outstanding Series 2021 Refunding Bonds shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from funds deposited pursuant to paragraphs (b) and (c) of this Section 13.1, to the Owners of the Series 2021 Refunding Bonds not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (b) and (c), the Series 2021 Refunding Bonds shall continue to represent direct and proportionate interests of the Owners thereof in the amounts and investments so deposited.

Any funds held by the Trustee, at the time of one of the events described in paragraphs (a) through (c) of this Section 13.1, which are not required for the payment to be made to Owners, shall be paid over to the District.

Any Series 2021 Refunding Bond or portion thereof in authorized denominations may be paid and discharged as provided in this Section 13.1; provided, however, that if any such Series 2021 Refunding Bond or portion thereof is to be redeemed, notice of such redemption shall have been given in accordance with the provisions hereof or the District shall have submitted to the Trustee instructions expressed to be irrevocable as to the date upon which such Series 2021 Refunding Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption; and provided further, that if any such Series 2021 Refunding Bond or portion thereof will not mature or be redeemed within sixty (60) days of the deposit referred to in

paragraphs (b) and (c) of this Section 13.1, the Trustee shall give notice of such deposit by first class mail to the Owners.

After provision for the Series 2021 Refunding Bonds has been made under (c) above, at the direction of the District, all or any part of the United States Obligations held by the Depository Trustee may be liquidated and the proceeds therefrom together with all or any portion of the moneys held by the Depository Trustee may be used to acquire other United States Obligations which the Depository Trustee shall hold provided that thereafter the moneys and United States Obligations held by the Depository Trustee shall remain sufficient, as evidenced by a certificate of a national firm of certified public accountants to pay and discharge all Series 2021 Refunding Bonds (including all principal, interest and redemption premium, if any) at their respective maturity dates or prior redemption dates.

No Series 2021 Refunding Bond may be so provided for and no liquidation or acquisition may be made if, as a result thereof, or of any other action in connection with which the provisions for payment of such Series 2021 Refunding Bond is made, the interest payable on any Series 2021 Refunding Bond is thereby made includable in gross income for federal income tax purposes. The Trustee, the Depository Trustee and the District may rely upon an opinion of nationally recognized bond counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that the provisions of this paragraph will not be breached by so providing for the payment of any Series 2021 Refunding Bonds.

Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on the Series 2021 Refunding Bonds shall be paid by the Bond Insurer pursuant to the Financial Guaranty Insurance Policy, the Series 2021 Refunding Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the District, and the assignment and pledge hereunder and all covenants, agreements and other obligations of the District to the registered Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such registered Owners.

The Depository Trustee shall be any bank or trust company, which may be the Trustee, designated by the District, with a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by federal or State of Arizona authority.

ARTICLE XIV

MISCELLANEOUS

Section 14.1. Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Resolution, which shall be available for inspection by the District, the Contractor and any Owner, or the agent of any of them, at any time during regular business hours.

Section 14.2. Notices. All written notices to be given under this Resolution shall be given by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the District: Yavapai County Community College
 District of Yavapai County, Arizona
 1100 East Sheldon Street
 Prescott, Arizona 86301
 Attention: Vice President of Finance and Administrative Services

With a copy to: Timothy A. Stratton, Esq.
 Gust Rosenfeld P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553

If to the Trustee: [_____]

Section 14.3. Covenant as to Conflict of Interest. A.R.S. Section 38-511 provides that the District may, within three years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In addition, the District may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District from any other party to the contract arising as a result of the contract. To be in compliance with this statute in the event it was held to be applicable to this Resolution, the Trustee hereby covenants and agrees that within three years after the adoption and acceptance of this Resolution it will not take any action or perform any act which would give District the right to cancel this Resolution pursuant to the provisions of said A.R.S. Section 38-511.

Section 14.4. Reserved.

Section 14.5. **Reserved.**

Section 14.6. **Governing Law.** This Resolution shall be construed and governed in accordance with the laws of the State of Arizona.

Section 14.7. **Binding Effect and Successors.** This Resolution shall be a contract binding upon and inuring to the benefit of the District, the Trustee, the Owners and their respective successors and assigns. Whenever in this Resolution either the District or the Trustee is named or referred to, such reference shall be deemed to include successors or assigns thereof, and all the covenants and agreements in this Resolution contained by or on behalf of the District or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 14.8. **Execution in Counterparts.** This Resolution and the acceptance thereof may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Resolution and acceptance.

Section 14.9. **Destruction of Cancelled Series 2021 Refunding Bonds.** Whenever in this Resolution provision is made for the surrender to or cancellation by the Trustee and the delivery to the District of any Series 2021 Refunding Bonds, the Trustee may, upon the request of the District Representative, in lieu of such cancellation and delivery, destroy such Series 2021 Refunding Bonds and deliver a certificate of such destruction to the District.

Section 14.10. **Headings.** The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Resolution. All references herein to “Articles”, “Sections”, and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; and the words “herein”, “hereof”, “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

Section 14.11. **Reserved.**

Section 14.12. **Parties Interested Herein.** Nothing in this Resolution or the Series 2021 Refunding Bonds, expressed or implied, is intended or shall be construed to confer upon, or give or grant to, any person or entity, other than the District, the Trustee and the registered Owners of the Series 2021 Refunding Bonds, any legal or equitable right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, provisions and agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the District, the Trustee, and the registered Owners of the Series 2021 Refunding Bonds.

Section 14.13. **Waiver of Notice.** Whenever in this Resolution the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice

shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 14.14. Severability of Invalid Provisions. In case any one or more of the provisions contained in this Resolution or in the Series 2021 Refunding Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Resolution, and this Resolution shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The District and the Trustee hereby declare that they would have adopted and accepted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issuance, authorization and delivery of the Series 2021 Refunding Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Resolution may be held illegal, valid or unenforceable.

Section 14.15. E-Verify Requirements. To the extent applicable under A.R.S. Section 41-4401, the Trustee and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. Section 23-214(A). The Trustee or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of this Resolution and may result in the termination of the Trustee's services by the District. The District retains the legal right to randomly inspect the papers and records of the Trustee or its subcontractor employee who work on this Resolution to ensure that the Trustee and its subcontractors are complying with the above-mentioned warranty.

The Trustee and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the District. The Trustee and its subcontractors shall cooperate with the District's random inspections including granting the District entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

ARTICLE XV

APPROVAL AND EXECUTION OF INSTRUMENTS

Section 15.1. **General.** The officers of the District, on behalf of the District, are each hereby authorized and directed to execute and deliver such certificates, proceedings and agreements with respect to the Series 2021 Refunding Bonds, as may be necessary or convenient to be executed and delivered on behalf of the District to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution. The Vice President of Finance and Administrative Services may make such insertions, deletions or changes to this Resolution prior to the delivery of the Series 2021 Refunding Bonds as are necessary to further the purposes of this Resolution. Execution and delivery of the Series 2021 Refunding Bonds shall be conclusive evidence of such officers' approval of any such insertions, deletions or changes.

Section 15.2. **Completion and Execution of the Placement Agent Agreement.** The final terms of the Series 2021 Refunding Bonds, including provisions for the maturity schedule, interest rates and redemption provisions, shall be set forth in the Placement Agent Agreement. The Chair of the Governing Board, any other member of the Governing Board or the Vice President of Finance and Administrative Services is each hereby authorized and directed to approve the terms of the Series 2021 Refunding Bonds and the Placement Agent Agreement and to execute the Placement Agent Agreement, as completed, in substantially the form on file with the District, such execution to be conclusive evidence of approval of the final terms of the Bonds and any insertions, deletions or modifications of the Placement Agent Agreement.

Section 15.3. **Sale to Original Purchaser.** The sale of the Series 2021 Refunding Bonds to the Original Purchaser is hereby ordered in accordance with the proposal of the Original Purchaser with such final terms and provisions as may be approved by the Vice President of Finance and Administrative Services. The Chair of the Governing Board is hereby authorized and directed to request authentication of the Series 2021 Refunding Bonds and to cause the Series 2021 Refunding Bonds to be delivered to the Original Purchaser upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof as provided herein.

ADOPTED AND APPROVED this 20th day of October, 2020.

Ms. Deb McCasland, Chair, Governing Board,
Yavapai County Community College District

ATTEST:

Dr. Patricia McCarver, Secretary, Governing
Board, Yavapai County Community College
District

TRUSTEE ACCEPTANCE

[_____], having been appointed Trustee pursuant to the foregoing Resolution, hereby accepts the duties and obligations imposed upon it as Trustee, by said Resolution and agrees that it will hold in trust for the benefit of the holders of the Series 2021 Refunding Bonds all money held by the Trustee for the payment of principal, interest and any premium on the Series 2021 Refunding Bonds.

[_____], as Trustee

By _____
Authorized Officer

EXHIBIT A

Registered Number: R-__

Denomination: \$_____

RESTRICTIONS ON TRANSFER. THIS OBLIGATION MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A "QUALIFIED INVESTOR," AS SUCH TERM IS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN ACCREDITED INVESTOR (EXCLUDING NATURAL PERSONS) AS DEFINED IN RULE 501 OF REGULATION D OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, WHO EXECUTES THE CERTIFICATE OF QUALIFIED INVESTOR.

STATE OF ARIZONA

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
OF YAVAPAI COUNTY, ARIZONA
REVENUE REFUNDING BONDS, SERIES 2021
BANK QUALIFIED**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Dated Date</u>
____%	July 1, 20__	_____, 2020

Registered Owner: _____.

Principal Amount: _____ AND NO/100 DOLLARS (\$_____)

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT OF YAVAPAI COUNTY, ARIZONA (the "District"), for value received, hereby promises to pay to [the Registered Owner identified above], or registered assigns as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

Interest is payable on January 1 and July 1 of each year commencing July 1, 20__ (each an "Interest Payment Date"), and will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from the original dated date set forth above. Interest will be computed on the basis of a year comprised of 360 days consisting of twelve (12) months of thirty (30) days each.

Principal of and interest on this bond are payable in lawful money of the United States of America.

This Series 2021 Refunding Bond is one of a total authorized issue of \$_____ aggregate principal amount authorized by the Series 2021 Refunding Bond Resolution of the Governing Board of the District to refund certain prior bonds of the District.

The obligation of the District to make payments of principal and interest on the Series 2021 Refunding Bonds does not represent or constitute a general obligation of the District for which the District is obligated to levy or pledge any form of taxation nor does the obligation to make payments of

principal and interest on the Series 2021 Refunding Bonds constitute an indebtedness of the District, the State of Arizona or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction or otherwise and is within the applicable limit for obligations of its type.

The Series 2021 Refunding Bonds are payable from a pledge of, and secured by a lien on, the Gross Revenues as are necessary for the prompt and punctual payment of the Series 2021 Refunding Bonds, on a parity with the District's outstanding Pledged Revenue Obligations, Series 2011, Revenue Bonds, Series 2013 and any Parity Obligations issued in the future, with respect to the pledge of Gross Revenues, all as more fully described in, and provided by, the Series 2021 Refunding Resolution, and as authorized by the Constitution and laws of the State of Arizona. The owner hereof shall never have the right to demand payment of this Series 2021 Refunding Bonds out of any funds other than said described income and revenues pledged for payment thereof and such other funds as may be provided for under the Series 2021 Refunding Resolution.

For further definitions, a description of the terms on which the Series 2021 Refunding Bonds are issued, a more complete statement of the income and revenues from which, and conditions under which, this Series 2021 Refunding Bond is payable, the conditions under which additional Parity Obligations may be authorized, a statement of the terms under which the Series 2021 Refunding Bond Resolution may be modified, a statement of the general covenants and provisions pursuant to which this 2013 Bond is issued, and of the rights of the holders of the Series 2021 Refunding Bonds, reference is made to the Series 2021 Refunding Bond Resolution, and to all the provisions thereof the holder hereof, by acceptance of this Bond, consents and agrees. All Series 2021 Refunding Bonds of the total authorized amount and all obligations which may hereafter be issued as Parity Obligations, as provided in the Series 2021 Refunding Bond Resolution, are co-equal as to the pledge of and lien on all such Gross Revenues securing the payment thereof, and share ratably without any preference, priority or distinction as to the source or method of payment from Gross Revenues and security thereof.

The Bonds are issuable only as fully-registered bonds in the denominations authorized and, except as hereinafter provided, in printed or typewritten form, registered in the name of [_____], which shall be considered to be the Registered Owner for all purposes of the Series 2021 Refunding Bond Resolution, including, without limitation, payment of debt service and purchase price, and receipt of notices and exercise of rights by the Registered Owner.

The Registered Owner acknowledges that the Series 2021 Refunding Bonds may be transferred only in whole and only to a "qualified investor" as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission. Subject to the foregoing restriction, this bond is transferable by the Registered Owner in person or by attorney duly authorized in writing at the designated office of the registrar, which on the original issue date is the designated office of U.S. Bank National Association, upon surrender and cancellation of this bond. Upon such transfer a new bond or bonds of the same maturity, interest rate and aggregate principal amount will be issued to the transferee in exchange. Bonds of this issue will be issued only in fully-registered form in the denomination of \$5,000 of principal or integral multiples thereof.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Series 2021 Refunding Bond Resolution or to institute any action to enforce the covenants thereof, or to take any action with respect to a default thereunder or hereunder, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Series 2021 Refunding Bond Resolution.

Neither the Trustee nor the registered owners of the Series 2021 Refunding Bonds shall have any right under any circumstances to accelerate the maturities of the Series 2021 Refunding Bonds except as provided for optional redemption and mandatory sinking fund redemption as described below.

To the extent and in the manner permitted by the terms of the Series 2021 Refunding Bond Resolution, the provisions of the Series 2021 Refunding Bond Resolution may be amended by the Board with the written consent of the owners of a majority in aggregate principal amount of the Series 2021 Refunding Bonds then outstanding, and may be amended without such consent under certain circumstances but in no event such that the interests of the owners of the Series 2021 Refunding Bonds are adversely affected, provided that no such amendment shall impair the right of any owner to receive in any case the principal and interest thereof in accordance with such owner's Series 2021 Refunding Bond.

[The Series 2021 Refunding Bonds maturing on or before July 1, 20__ are not subject to optional redemption prior to maturity.]

[The Series 2021 Refunding Bonds maturing on or after July 1, 20__, are subject to redemption, in whole or in part, and in any order, on July 1, 20__, or on any date thereafter, at the redemption prices expressed as percentages of the principal amount of Series 2021 Refunding Bonds or portions thereof to be redeemed set forth in the following table, together with accrued interest to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
July 1, 20__ through June 30, 20__	_____ %
July 1, 20__ through June 30, 20__	_____
July 1, 20__ and thereafter	_____]

[The Series 2021 Refunding Bonds maturing on July 1, 20__ are subject to mandatory sinking fund redemption on July 1, in the following years and amounts at a redemption price of the principal amount thereof, together with accrued interest to the date fixed for redemption:

<u>Redemption Date</u>	<u>Redemption Amount</u>
July 1, 20__	\$ _____
July 1, 20__ *	\$ _____

*payment at maturity]

The Series 2021 Refunding Bonds subject to mandatory sinking fund redemption which are called for optional redemption or otherwise purchased, redeemed (other than by mandatory sinking fund redemption) or delivered by the District to the Trustee for cancellation still satisfy and be credited against the mandatory sinking fund redemption requirement on the dates determined by the District.

As provided in the Series 2021 Refunding Bond Resolution, notice of redemption shall be mailed by first class mail, not less than thirty (30) nor more than sixty (60) days before the redemption date, to the Registered Owner of this Series 2021 Refunding Bond, but neither failure to mail such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption.

If this Series 2021 Refunding Bond is called for redemption and payment is duly provided therefor as specified in the Series 2021 Refunding Bond Resolution, this Series 2021 Refunding Bond shall cease to accrue interest from and after the date fixed for redemption. If payment is not duly

provided for on the date set for redemption, other than mandatory sinking fund redemption, the redemption will be cancelled.

In issuing this Series 2021 Refunding Bond, and the issue of Series 2021 Refunding Bonds of which this Series 2021 Refunding Bond is one, the District has covenanted and agreed to operate, use and maintain continuously any revenue producing projects of the District as described in the 2021 Bond Resolution, and all related facilities, at all times in an efficient and economical manner; and to charge and collect for the use thereof rates, fees, rentals and charges as more fully described in the 2021 Bond Resolution, fully sufficient to pay when due the principal of and interest on this Series 2021 Refunding Bond, and the issue of which it is one, and all obligations on a parity therewith, and to maintain all the accounts created by the 2021 Bond Resolution authorizing this Series 2021 Refunding Bond, and to pay all operating and other necessary expenses incident to the maintenance thereof.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and be performed precedent to and in the issuance of this bond have existed, have happened, and have been performed in due form, time and manner as required by law.

The recitals, statements and representations made in this Bond, except for the Certificate of Authentication, shall be taken and construed as made by and on the part of the District, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

This Series 2021 Refunding Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee.

IN TESTIMONY WHEREOF, the District has caused this bond to be executed by the Chair of the Governing Board and attested by the Secretary, which signatures may be facsimile signatures.

**YAVAPAI COUNTY COMMUNITY
COLLEGE DISTRICT OF YAVAPAI
COUNTY, ARIZONA**

By _____
Ms. Deb McCasland, Board Chair

ATTEST:

Dr. Patricia McCarver, Board Secretary

Date of Authentication: _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2021 Refunding Bond Bonds described in the within mentioned Series 2021 Refunding Bond Resolution and is one of the Yavapai County Community College District Revenue Refunding Bonds, Series 2021.

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

By _____ (Manual Signature)
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT
Custodian
(Cust) (Minor)
under Uniform Gifts/Transfers
Minors Act

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto
Insert Social Security or Other
Identifying Number of Transferee

(Please Print or Typewrite Name and Address of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the within certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated _____

Note: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within registered bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Commercial Bank, Trust Company
or Member of a National Securities
Exchange)

EXHIBIT B

PAYMENT REQUEST FORM

Application No. _____

The Trustee is hereby requested to pay from the Costs of Issuance, as defined in the resolution adopted _____, 2020 (the "Resolution"), adopted by the Yavapai County Community College District of Yavapai County, Arizona, with respect to the Revenue Refunding Bonds, Series 2021, to the person or corporation designated below as Payee, the sum set forth below such designation, in payment of the Costs of Issuance (as defined in the Resolution) described below. The amount shown below is due and payable under a purchase order or contract with respect to the Costs of Issuance described below and has not formed the basis of any prior request for payment.

Payee: _____
Address: _____
Amount: _____

Description of Costs of Issuance or portion thereof authorized to be paid to the Payee:

By execution of this Payment Request Form, the District requests and approves the payment of the amount stated above to the Payee set forth above.

DATED: _____.

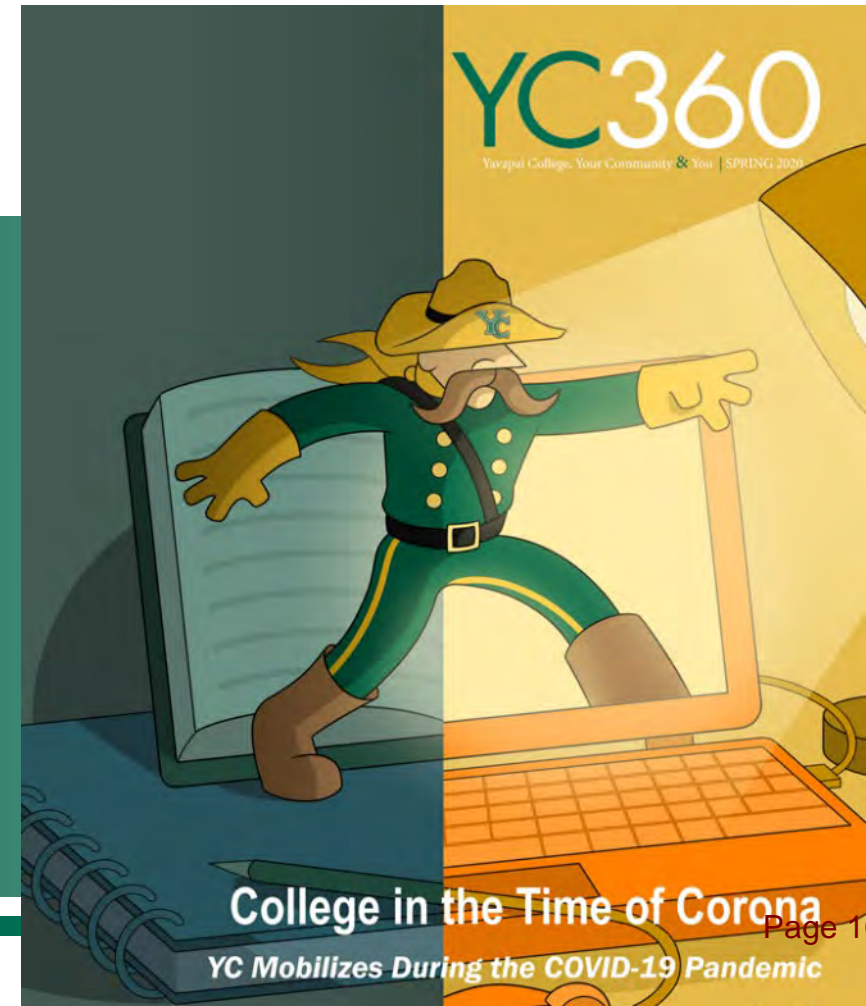
**YAVAPAI COUNTY COMMUNITY
COLLEGE DISTRICT OF YAVAPAI
COUNTY, ARIZONA**

By _____
District Representative

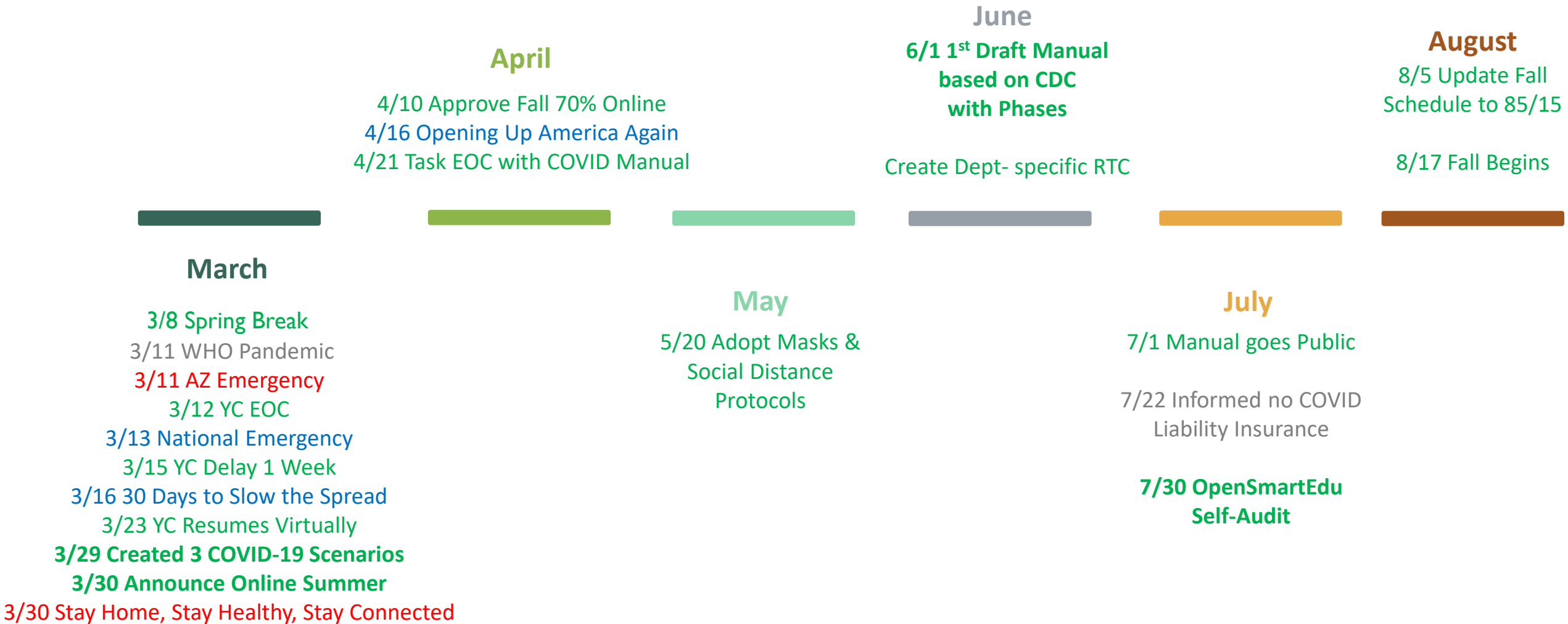
Please forward payment to Payee at the following address:

Impact of COVID-19 on Yavapai College and the FY21 Budget

PREPARED FOR DISTRICT GOVERNING BOARD
OCTOBER, 2020



Institutional Response Timeline



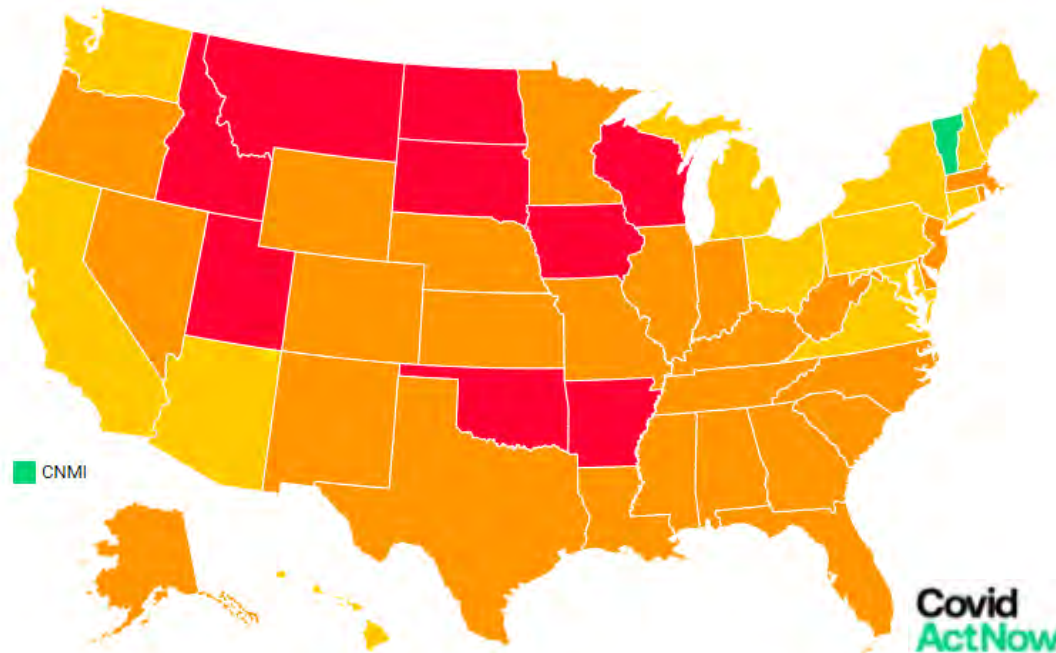
America's COVID Warning System

We use [5 key indicators](#) to determine risk levels for 50 states and 3,000+ counties.

Search for your state or county

RISK LEVELS

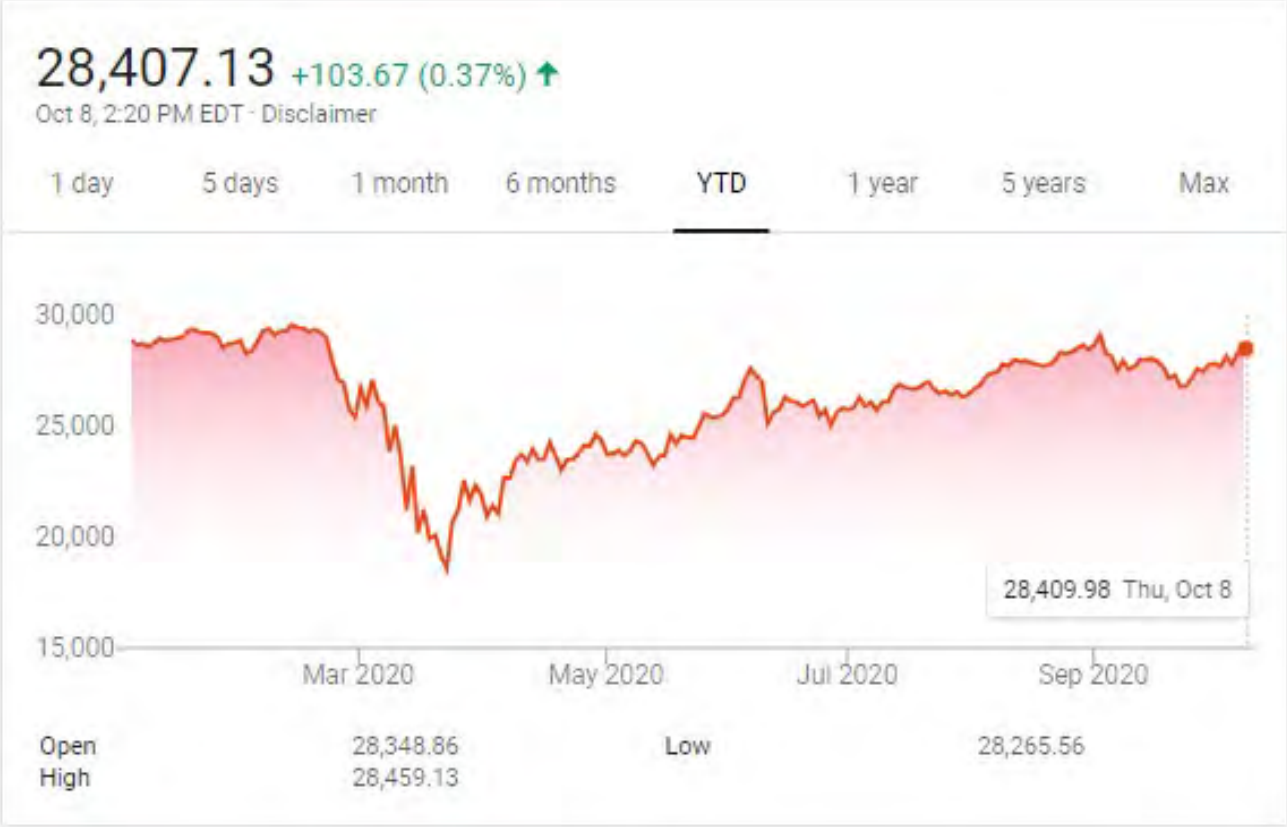
- Active or imminent outbreak
- At risk of outbreak
- Slow disease growth
- On track to contain COVID



- Decentralized response
- As of 10/5
 - 7.4M infected, 210k deaths
- Vaccine
 - 11 in Phase 3 trials
 - Expect approval of 1+ by year end
 - Wide availability by next Summer

COVID-19 Economic Impact

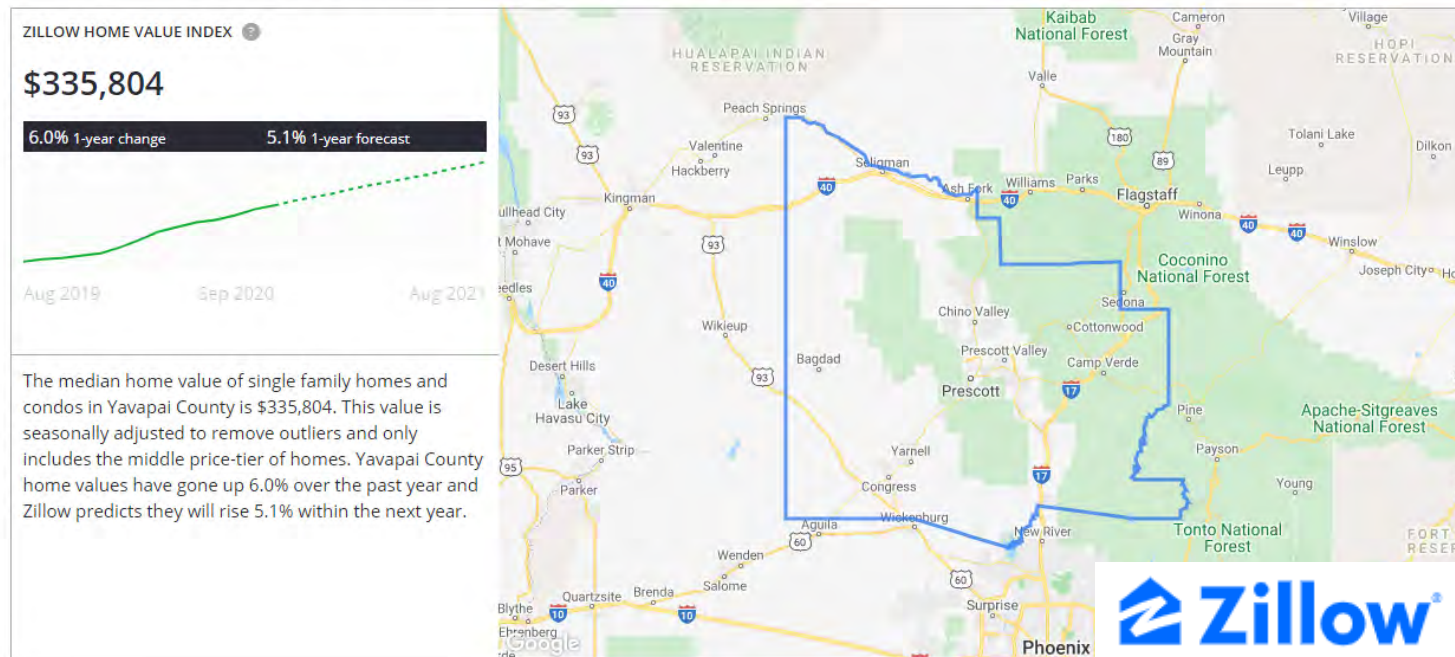
Stock Market



COVID-19 Economic Impact

Housing

Yavapai County Home Prices & Values



13,047 views | Sep 29, 2020, 06:53pm EDT

The Housing Market Inventory Shrinks While Home Prices Climb



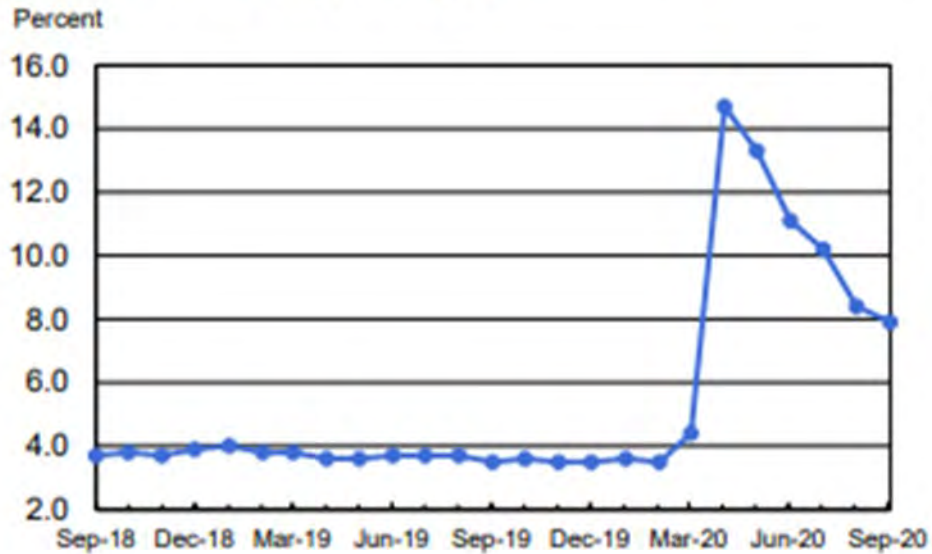
Ellen Paris Contributor @
Real Estate

Forbes

COVID-19 Economic Impact

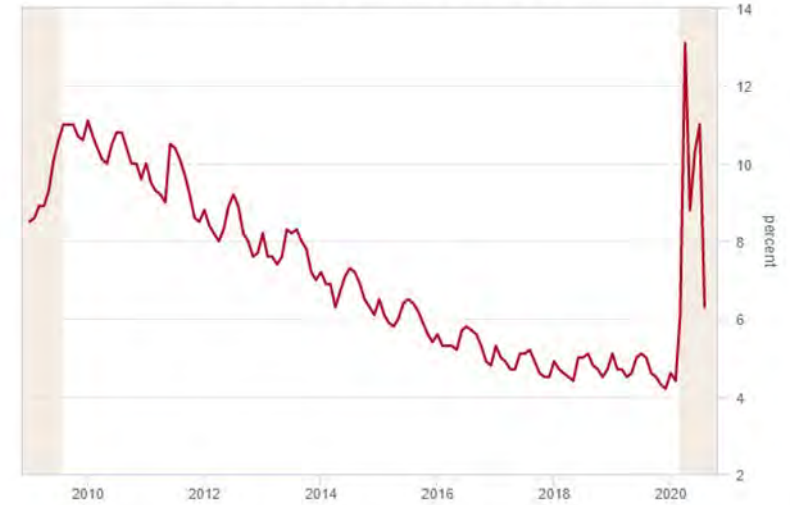
Unemployment

Chart 1. Unemployment rate, seasonally adjusted, September 2018 – September 2020



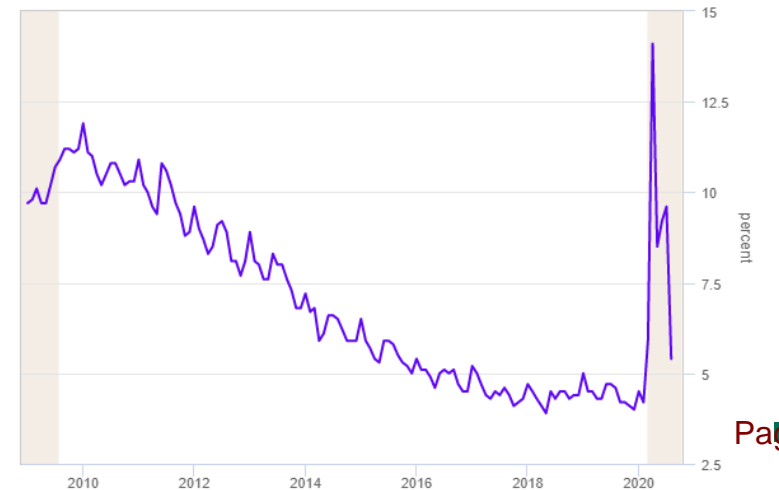
US

Unemployment Rate (Not Seasonally Adjusted)
Arizona, U.S., and AZ Metro Areas and Counties



AZ*

Unemployment Rate (Not Seasonally Adjusted)
Arizona, U.S., and AZ Metro Areas and Counties



YC*

Institutional Response to COVID-19

Yavapai College
Operating Manual for COVID-19 Pandemic

Safer Behaviors
Safer Work Spaces

Revised August 2020

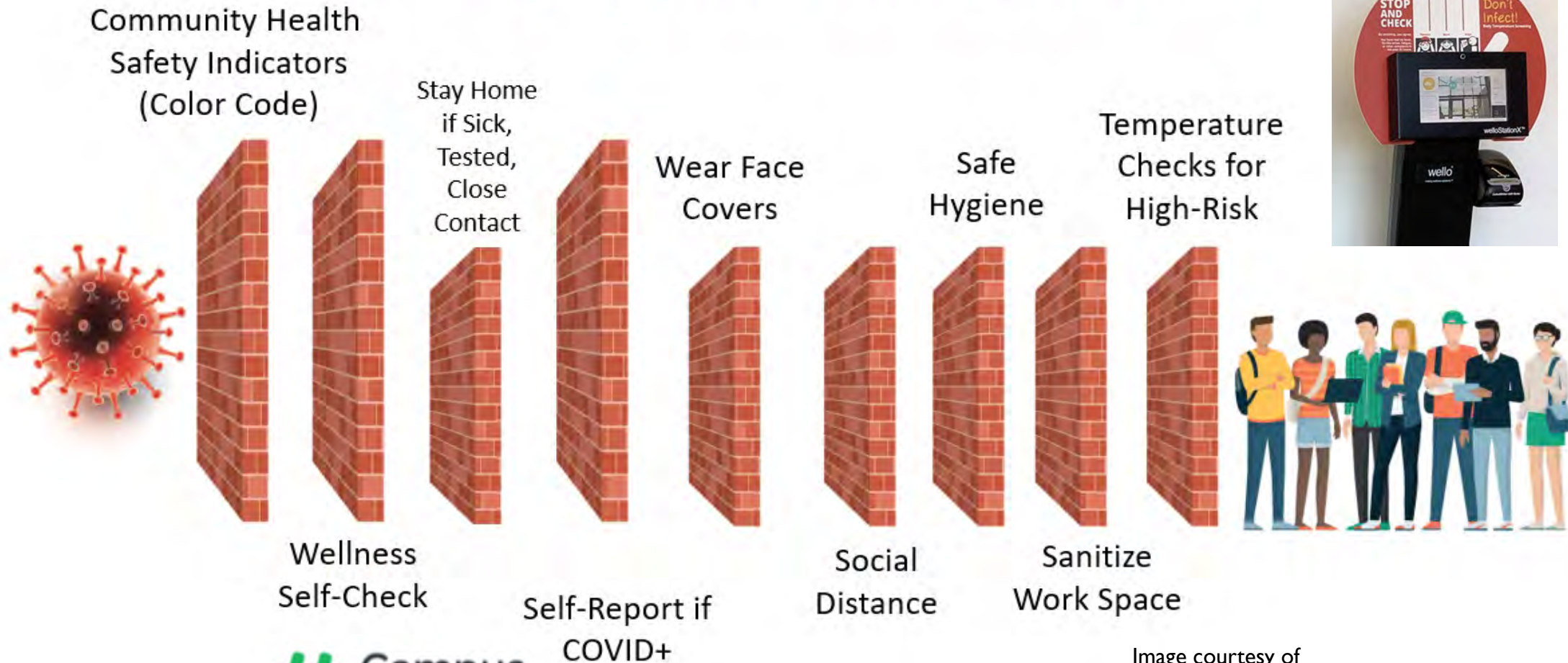


- Safety Protocols
- Safer Facilities
- Measures of Community Transmission
 - R_0 , % PCR+, Cases/ 100k, YC Readiness
 - ReEntry Matrix
- References & Glossary



Institutional Response to COVID-19

Develop Tiered Safety Barriers



Institutional Response: Communication

Yavapai College COVID-19 Fall Semester Return to Campus Plan

COVID-19 Re-Entry Plan

A phased-in approach at Yavapai College for Fall 2020



Brief COVID-19 Updates

For the health and safety of students, faculty, staff, and the college community, Yavapai College has implemented a five-phase plan for the fall semester, which begins August 17. Dr. Lisa B. Rhine, Yavapai College President, will provide video updates on a regular basis.

Current Phase: Code Orange

Updated September 2, 2020

[Dr. Rhine's Daily Video Update Archive](#)

Safety Protocols **Students** HR COVID Toolbox **Phase 0** Phase 1 Phase 2 Phase 3 Phase 4

Code Orange

High Risk of COVID-19 Community Transmission

Based on Governor Ducey's Phase, county level R_0 data from [covidactnow.org](#), county level percentage of positive PCR tests from [azdhs.gov](#), and overall college readiness. When metrics provide conflicting information, President Rhine will lean toward the most conservative metric, in an abundance of caution for our students and staff.



- COVID page on YC Website
 - Phase: R,O,Y,G,C
 - ◆ Which services are remote
 - Safety Protocols
 - Student Information
 - Employee Information
 - Regular Video Messages

Institutional Response: Safety Campaign



How to wear a face mask correctly

Yavapai College is committed to ensuring the safety of everyone present on our campuses and centers. Please assist us in this effort by following the simple steps of wearing a mask and practicing social distancing.

Compliance with these steps to prevent the spread of COVID-19 is required.

For additional information, visit www.yc.edu/reentry

YC 015-21

**IF THERE'S SOMETHING SPECIAL ABOUT YOU...
WE CAN SEE IT FROM SIX FEET AWAY**

PLEASE OBSERVE SOCIAL DISTANCING

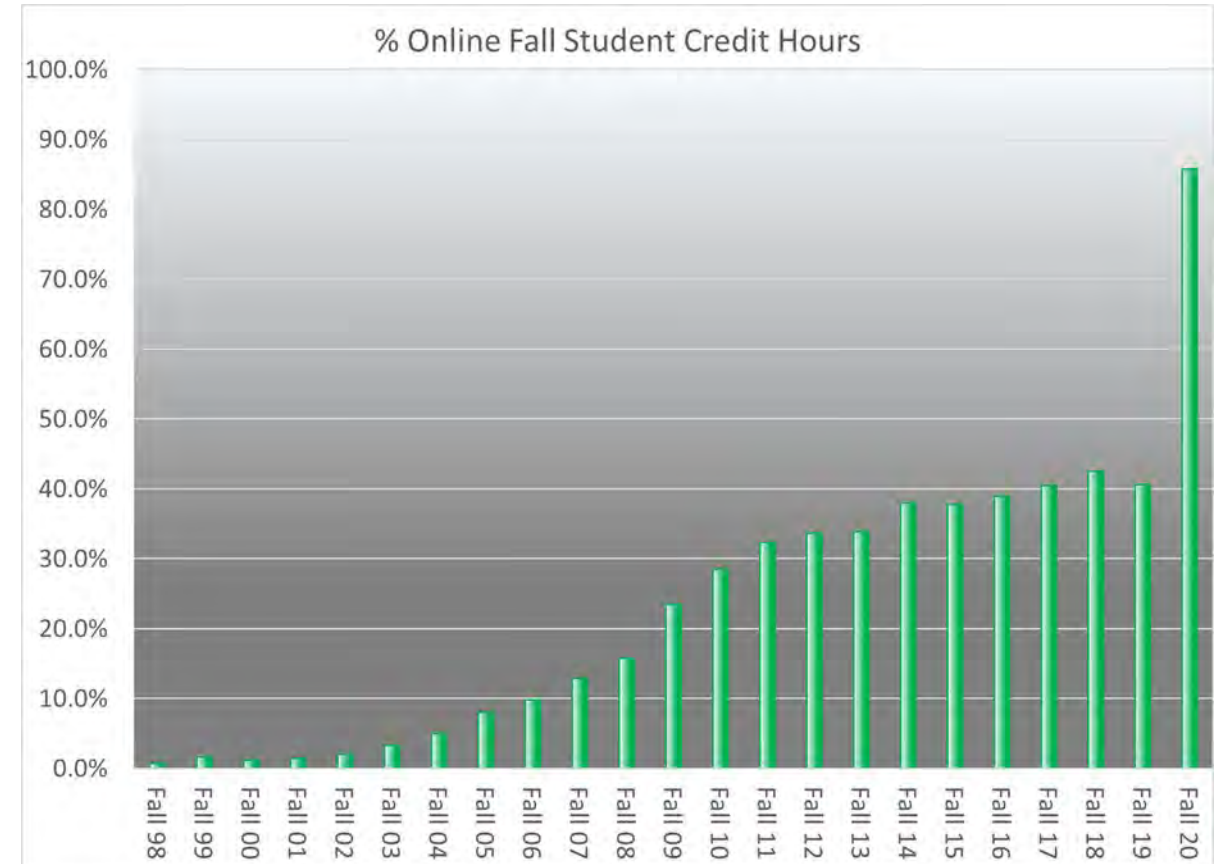
**You Can.
We Can.
Together.**
Yavapai COLLEGE



Institutional Response: Reduce People on Campus



- Moved non-workforce training classes online
 - General Education
 - Arts, Music, Phys Ed
- Provided remote support services in Orange
- Residence Halls
 - Singles
- Athletics
 - Fall sports cancelled



- Enrollments

- Summer +30.4%
- Fall -9.5%
 - High school
 - 60+

- Confirmed COVID Positive

- Spring
 - Employees 1 (off campus)
 - Students 3
- Summer
 - Employees 1 (off campus)
 - Students 1
- Thru 9/30
 - Employees 0
 - Students 1 (off campus)

CARES Grant



- \$1.3M Students
 - Tuition
 - Emergency
 - Childcare
 - Res Hall/ Meal Plan Refunds
- \$900k Institutional Improvements
 - Online learning
 - Remote student services
 - Safer facilities

COVID Impact on General Fund Financials



- Revenues through 9/30

	Year-to-Date Revenues	Total Revenues	FY 20/21 Budget	Percent of Budget	FY 20/21 Estimate	Budget to Estimate Variance
REVENUES:						
Primary Property Taxes	\$ 9,800,634	\$ 9,800,634	\$ 39,320,500	24.9%	\$ 39,222,200	\$ (98,300)
Primary Property Taxes - Contingency	-	-	(150,000)	0.0%	(51,700)	98,300
Tuition and Fees	5,000,934	5,000,934	11,647,000	42.9%	10,696,600	(950,400)
Tuition and Fees - Contingency	-	-	(570,000)	0.0%	-	570,000
State Appropriations	146,450	146,450	585,800	25.0%	585,800	-
Other Revenues	27,439	27,439	419,700	6.5%	\$ 390,300	(29,400)
Interest Income	574	574	54,900	1.0%	54,900	-
Fund Balance Applied to Budget	492,100	492,100	1,968,400	25.0%	1,968,400	-
General Fund Transfer Out	(1,152,925)	(1,152,925)	(4,611,700)	25.0%	(4,611,700)	-
TOTAL REVENUES	14,315,206	14,315,206	48,664,600	29.4%	48,254,800	(409,800)

COVID Impact on General Fund Financials



- Expenses through 9/30

	Year-to-Date Expenditures	Total Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	FY 20/21 Budget	Percent of Actual and Non-Labor Encumbrances to Budget	FY 20/21 Estimate	Budget to Estimate Variance
EXPENDITURES (Note 1):								
Instruction	\$ 3,249,213	\$ 7,746,840	\$ 7,567,971	\$ 3,428,082	\$ 19,327,900	17.7%	\$ 19,134,596	\$ (193,304)
Academic Support	1,207,266	2,047,505	1,987,924	1,266,847	4,432,200	28.6%	4,387,878	(44,322)
Institutional Support	3,253,389	5,124,176	4,376,428	4,001,137	10,487,100	38.2%	10,382,229	(104,871)
Student Services	1,296,677	2,702,637	2,626,235	1,373,079	6,479,600	21.2%	6,414,804	(64,796)
Operation/Maintenance of Plant	1,308,017	2,645,953	2,159,355	1,794,615	6,467,100	27.7%	6,402,429	(64,671)
Scholarships	179,081		-	179,081	1,121,900	16.0%	1,020,929	(100,936)
Public Service	43,131	205,561	205,561	43,131	348,800	12.4%	348,800	
TOTAL EXPENDITURES	10,536,774	20,472,672	18,923,474	12,085,972	48,664,600	24.8%	48,091,665	(572,900)

Projected Net GF Budget Impact \$163,100

COVID Impact on Aux Financials thru 9/30



	Budgeted Revenues	Budgeted Expenses	Budgeted Surplus/ (Deficit)	Actual Revenues	Actual Expenditures and Non-Labor Encumbrances	Year-to-date Surplus/ (Deficit)
AUXILIARY ENTERPRISES						
Residence Halls and Summer Conferences	\$ 626,000	\$ 348,950	\$ 277,050	\$ 78,926	\$ 63,558	\$ 15,368
Transfer To Debt Fund to Pay Revenue Bonds	(400,950)	-	(400,950)	(100,975)	-	(100,975)
Subtotal - Residence Halls and Summer Conferences	225,050	348,950	(123,900)	(22,049)	63,558	(85,607)
Bookstore Rental and Commissions	130,000	-	130,000	55,435	-	55,435
Food Service & Vending	35,500	286,000	(250,500)	1,495	39,500	(38,005)
Edventures	424,800	382,600	42,200	(6,605)	9,777	(16,382)
Winery - Tasting Room	153,800	319,300	(165,500)	54,096	66,101	(12,005)
Family Enrichment Center	452,800	741,800	(289,000)	51,392	128,431	(77,039)
Community Events	607,000	989,300	(382,300)	131,879	197,400	(65,521)
Performing Arts Productions	198,500	236,150	(37,650)	-	22,523	(22,523)
SBDC (Federal Grant Match Requirement)	-	97,300	(97,300)	-	28,169	(28,169)
Yavapai College Foundation	422,600	422,600	-	82,904	82,904	-
Other Auxiliary Enterprises	82,500	74,200	8,300	4,995	16,851	(11,856)
Fund Balance Applied to Budget	100,000	-	100,000	25,000	-	25,000
General Fund Transfer In	2,256,450	-	2,256,450	564,113	-	564,113
Contingency	-	100,000	(100,000)	-	-	-
Facilities & Administrative Allocation	-	1,090,800	(1,090,800)	-	272,700	(272,700)
	5,089,000	5,089,000	-	942,655	927,914	14,741

- Based on
 - The success of our re-entry plan and ability to maintain safety protocols for Fall 2020
 - Our actions to limit the number of students and employees on campus
 - The existing Arizona School Risk Retention Trust liability solution
 - And requirement of signed waivers by students

Spring 2021 Re-entry Plan



- College Recommends Expanding Spring 2021 offerings from **85%/15%** (virtual/hybrid) for Fall 2020 to **75%/25%** for Spring 2021 as follows:
 - A. As in Fall 2020, continue course offerings that provide for health and public safety and training workers that our county needs to restart the economy
 - B. Add for Spring 2021, hybrid courses in music, fine and performing arts and physical education (hybrid=lecture portions delivered virtually and face-to-face portion delivered based on approved department 'return to campus plan' with safety protocols in place)
 - C. Support Services majority remote-curbside/Orange Phase
 - D. Add face-to-face rental for Church with safety protocols in place and signed waivers

For Board Vote

1. The administration recommends to the Board that the college begin all instruction and services, except in those cases described in A. - D. above, in a remote format for Spring 2021
2. The president has the authority to expand on-campus services and offerings for Spring 2021 should the COVID-19 situation improve. The District Governing Board will be informed of any expansion.

FY21
Tuition & Scholarship
Proposals

Prepared for the District Governing Board

October, 2020

Budget Timeline

- Oct Budget Assumptions
Approve Tuition & Fees
- January Workshop
- Mar Capital
- April Draft
- May Final

FY2021 Budget Assumptions

Change in Revenues

Property Tax	New Construction	\$	900,000
	Increase Levy	\$	-
Tuition	Enrollment	\$	(900,000)
	Price/ credit	\$	-
State	Appropriation	\$	(15,400)
Total		\$	(15,400)

Change in Expenses

3% Salary/ Fringe	\$	1,280,000
Market Adjust	\$	220,000
Hardware/ software Maint.	\$	50,000
VVSTC Operations	\$	220,000
Open Educational Resources	\$	50,000
Total	\$	1,820,000

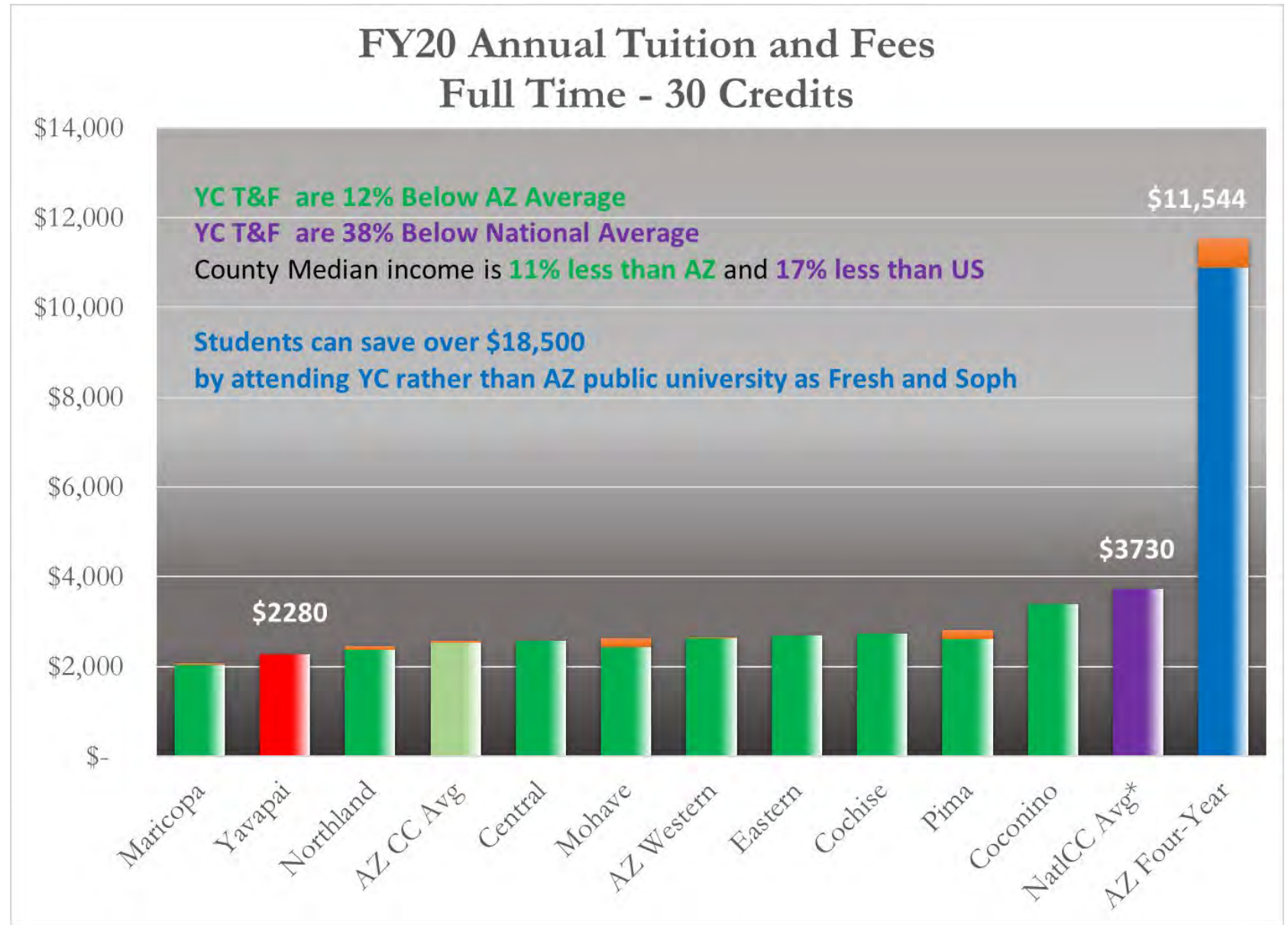
New Rev/ Reallocations **\$** **1,835,400**

Pricing Goals

- **Be transparent**
 - Very few course/program fees
- Remain **price-competitive**
- **Be Accessible**
 - Keep price affordable
 - i.e. reflect lower county wages
- **Support strategic initiatives**



Competitive and Accessible



Tuition & Fee Recommendations

- **In-State Tuition**
 - 3 Tiers
 - 1: General Education
 - 2: Lab Based
 - 3: CTE/ Allied Health
 - **Market Based**
 - **General Fees**
 - **Discounts**
 - Offer WUE rates to Athletes
- **Out-of-State**
 - WUE
 - Regular

Course Fees

- Aviation (pass through)
 - Fixed Wing: +5%

Auxiliary Services

- Residence Halls: 2%
 - Includes parking, laundry, internet, utilities, security
- Meal Plans: +2%
- Family Enrichment Center: +2%



Request Approval

- In-State: No changes
- Out-of-State: No changes
- Market Based: No changes
- General Fees: No changes
- Discounts:
 - Dual Credit
 - Senior Citizen
 - Promise
 - Full time
 - Offer WUE rates to Athletes
- Course Fees
 - AVT: 5%
- Auxiliaries
 - Food 2%
 - Residence Halls 2%
 - FEC 2%

Yavapai College Planned Maintenance Budget

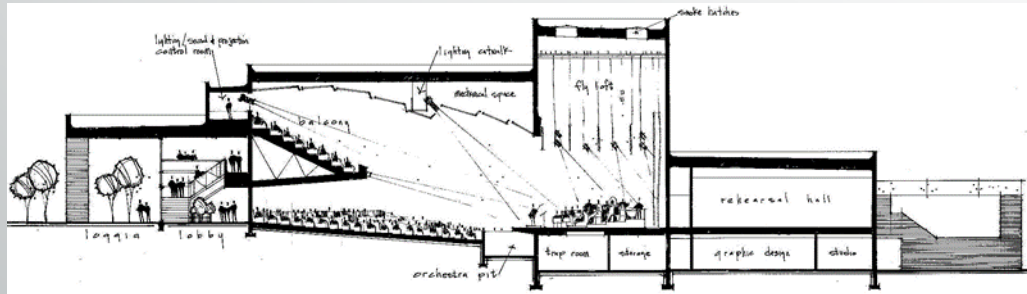
Request to Partially Reinstate
Prepared for
District Governing Board
October, 2020

FY21 Planned Maintenance

- Draft Budget in April \$5.06M
- Approved Budget in May \$3.17M



Commissioned in 1992

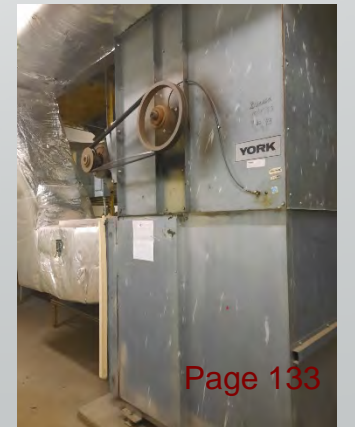
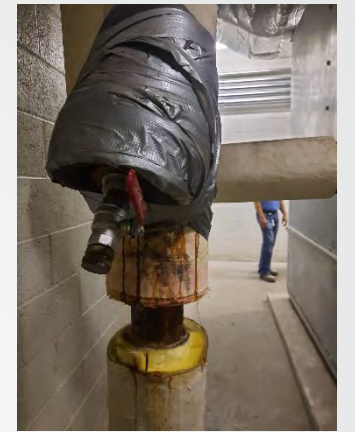


What People See



What People Don't See

- HVAC and roof beyond useful life



FY21 Planned Maintenance

- Propose
 - Repair while PAC is dark
 - Open door for future Sales
- Request to increase Planned by \$750k to begin roof & HVAC
 - Balance \$1.25M as part of existing FY22 Planned Maint. Budget

Item # 2.8

Amendment to Independent Consultant Contract

The Amendment to Contract is entered into by and between Yavapai County Community College District d/b/a Yavapai College, ("College"), located at 1100 East Sheldon Street, Prescott, AZ 86301 and The Association of Community College Trustees ("Consultant") located at 1101 17th Street NW, Suite 300, Washington DC 20036.

Witnesseth:

Whereas, on August 5, 2020, College and Consultant entered into an Independent Consultant Contract for On-going Board Consulting for Fiscal Year 2020-2021, and;

Whereas, College and Consultant each desire to amend the services from the original AGREEMENT to be superseded by the services revised per the attached ACCT AGREEMENT/STATEMENT OF WORK FOR YAVAPAI COLLEGE DISTRICT DURING FY2020-21.

NOW, THEREFORE, IT IS MUTUALLY AGREED UPON BY COLLEGE AND CONSULTANT THAT SAID CONTRACT IS AMENDED AS FOLLOWS:

- 1. Services are amended per the attached ACCT AGREEMENT/STATEMENT OF WORK FOR YAVAPAI COLLEGE DISTRICT DURING FY2020-21.
- 2. Except as expressly amended herein, the terms and conditions set for in said original Contract shall remain in full force and effect.

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

Yavapai County Community College District

The Association of Community College Trustees

By: _____
Ryan Bouwhuis, Director of Procurement
Contract Services

By: _____
J. Noah Brown, President & CEO

Date: _____

Date: _____

**ACCT AGREEMENT/STATEMENT OF WORK FOR
YAVAPAI COLLEGE DISTRICT DURING FY2020-2021**

Date	Activity	Fee
July 2020-Sept. 2020	Technical Assistance/Consulting @\$250/hour (up to 15 hours)	\$3,750
Oct. 2020-June 2021	Technical Assistance/Consulting @\$250/hour (up to 15 hours)	\$3,750
Oct. 2020- June 2021	Technical Assistance: Preparation, Research, Development, or Other as requested @\$250/hour (up to 10 hours)	\$2,500
Feb. 2021	Prepare and Facilitate a Two-Day Retreat for the Governing Board	\$8,000
May/June 2021	Prepare and Facilitate a One-Day Retreat for the Governing Board	\$4,000
Travel Expenses	Approximate Travel for two retreats held within the District	\$2,900
Shipping Expenses	Billed at cost (estimate)	\$100
Total	Fiscal Year 2020-2021; fees and expenses not to exceed	\$25,000

Note: District billed only for actual services and expenses.

Note: Activities may be moved to a different category with President's approval.

Item # 2.9

Honorific Naming of the Soccer Practice Field

In accordance with Policy 8.01 Naming of College Facilities, Positions, and Programs we are seeking approval to name the newly constructed Soccer Practice Field after Coach Michael Pantalione.

Coach Pantalione has served YC for over 32 years as a head coach, launching the Soccer program in 1988. He has recruited, mentored and coached over 550 players and won 71 Conference and Regional Titles and an historic seven National Titles.

A native of Philadelphia and a former goalkeeper, Pantalione previously coached soccer at the University of Wisconsin-Green Bay, University of Montana, Kenyon College in Ohio, Jesuit High School in Portland, Oregon and Archbishop Wood High School in Philadelphia.

He graduated from the University of Montana and earned his international soccer coaching license in England. Pantalione founded, developed, and directed youth soccer in Montana, including the first state program in Missoula. In addition, Pantalione has directed and coached various summer soccer camps across the nation. In 1980, he was named national soccer coach of the year by Special Olympics, Inc. of Washington, D.C. He is a 44-year member of the National Soccer Coaches Association of America and served 23 years as National Chair for the NJCAA and NSCAA Soccer Ranking.

Naming of facilities and programs is a way to honor distinguished alumni, donors, and other friends of Yavapai College for their service. This policy is established to support a consistent methodology that ensures that all naming practices reflect the college's Mission and Values.

Honorific Naming Facilities and programs may be named for an individual who has provided exemplary, meritorious or philanthropic support or service to the College. Individual names may be sent forth at any time for considerations for honorific naming opportunities. Suggested names will be reviewed when such opportunities present themselves. Names should be sent to the President for such consideration and reviewed by the Executive Leadership Team.

Prominent Facilities – are those whose location and/or intended function are highly visible or have the potential for frequent public use. Such facilities include, but are not limited to: 1. Buildings and building complexes 2. Major athletic facilities 3. Major building components 4. YC Performing Arts Center, pavilions, and other major performance venues.

President's Monitoring Report
Executive Limitations 2.2 - Treatment of Students
October 2020

2.2 Treatment of Students

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

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

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

President's Interpretation

In order to ensure that students (both credit and non-credit) receive a high-quality education, the College must create an environment that fosters learning and excellent student support. The focus of our efforts must remain on the students' success. In order to be successful in their endeavors, students must accept their responsibility to be engaged in the learning process and be aware of expected student behavior. Such policies and expectations will be easily available to students through training, course syllabi, and the YC website.

The College also recognizes that it has a responsibility to the public who makes use of its facilities. The College administration will continue to take measures to provide a safe physical and emotional environment for students and the public.

Alignment with the Strategic Plan

The College will develop the institution's next strategic plan. The plan's north star will be what is best for our students. YC will adopt a rolling approach to planning that allows the institution to be flexible and responsive to the dynamic local, national, and global environment. The planning process will involve continuous evaluation of the strategic priorities progress towards achieving YC's Mission, while simultaneously taking into account changes in our environment.

Strategic actions for 2019-2021 include but are not limited to strategic enrollment management with new student and retention focus, open educational resources, create an academic master plan, Outward Mindset training, and continued investment in CTE in the Verde Valley. Planning activities align with the District Governing Board's Ends Statements as we strive to improve academic excellence, economic development, and cultural enrichment at a justifiable cost.



2019-2021-strategic
-action-priorities.pdf

Supporting Evidence

POLICIES, PROCEDURES, AND BEST PRACTICES

Yavapai College develops, implements, evaluates, and revises policies and procedures that affect students, faculty, staff and function of the college. The policies and procedures comply with District Governing Board policies, as well as state and federal laws and regulations including Title IX.

Policies

Through the shared governance process, the College develops and maintains a variety of policies including specific academic policies. These are updated regularly to assure legal compliance and to align with student success activities.

Current policies grouped by category are linked at:

Human Resources (<https://www.yc.edu/v6/policies/hr.html>)

Administrative Services (<https://www.yc.edu/v6/policies/administrative.html>)

General Operations (<https://www.yc.edu/v6/policies/facilities-police.html>)

Yavapai College provides students avenues to appeal academic or non-academic decisions made by faculty or staff. These processes are reviewed annually, evaluated, revised, and when necessary, reviewed by College attorneys to insure students' due process.

Student Policies (<https://www.yc.edu/v6/policies/student.html>)

Student Code of Conduct (<https://www.yc.edu/v6/student-services/codeofconduct.html>)

Housing Handbook (<https://www.yc.edu/v6/residence-life/docs/housing-handbook.pdf>)

Assessment

Assessment includes two components; learning outcomes assessment at the course and program level and occupational and academic department program review.

The primary goal of the outcomes assessment process is to collect information about student attainment of course and program learning outcomes and use it to make improvements in curriculum and instruction to help students be successful. Course and program outcomes assessment is a continuous cycle of improvement that includes creating learning outcomes, assessing the outcomes, and using results to make improvements.

Yavapai College supports the assessment process by supporting an annual Assessment Day in September hosted by the Office of Instructional Support, the Office of Institutional Effectiveness and Research, and the following faculty committees: Student Learning Outcomes Assessment, Curriculum, and General Education. Activities during assessment day are designed as both professional development in the area of course and program assessment and a work session for faculty to engage in dialogue that allow them to discuss assessment results, complete reports, and to make assessment plans for the coming academic year. [YC assessment link](#)

Instructional Support

Instructional Support works closely with faculty for the continual improvement and overall quality and integrity of instructional programs at Yavapai College. The Instructional Support Office oversees academic systems and processes, curriculum, articulation agreements, assessment, academic program review, 25Live, faculty credentialing

oversight, faculty payroll & workload maintenance, distance education, state authorization, Quality Matters, college catalog, computer commons, and professional activities for both adjunct and full-time faculty, including the First Year Faculty @YC annual program. All of these activities are directly related to student success.

Library Services supports and enhances the academic, professional and cultural and lifelong learning needs of the Yavapai College community. The Teaching & eLearning Support team provides resources, training and support for educational technology to students and faculty at Yavapai College. The mission of TeLS is to make the learning experience at Yavapai College the best it can be, by providing exemplary support and training opportunities to faculty, students and staff, working in all modes of course delivery.

Accreditation and Federal Compliance

Yavapai College is in good standing with its accreditor the Higher Learning Commission (HLC).

[Higher Learning Commission Accreditation Status](#)

The College's Quality Improvement project on Open Education Resources was approved by HLC. YC will have three years to complete the project.

Yavapai College's next comprehensive reaffirmation will occur in 2022-2023.

The following YC programs have third-party accreditation:

- Automotive (Good Standing) <https://www.ase.com/Home.aspx>
- Nursing (Good Standing) www.acenursing.org
- Radiology (Good Standing) www.jrcert.org
- Fire Science (Good Standing) www.ifsac.org
- Emergency Medical Services (Good Standing) www.caahep.org & <http://coaemsp.org>

The Yavapai College Police department continued the process of becoming accredited by the International Association of Campus Law Enforcement Administrators (IACLEA). The department is on track to be awarded accreditation in June 2021.

Student Development

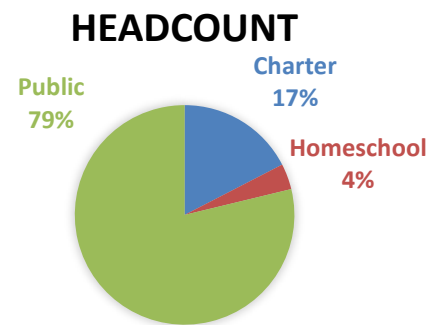
Yavapai College provides comprehensive student services that are focused on student success and completion. [Student Development website](#)

Early College Highlights

Early College Advisors are assigned to serve specific high schools. Implementing this strategy has resulted in very strong relationships with high school counseling departments and administrators. Advisors schedules reflect the needs of the student population, which means they work on the high school campus, attend evening functions at the high school and advise students at a YC campus. Advisors carry a caseload of approximately 450 students when the team is fully staffed.

Public and Charter Schools served in our District

AAEC, American Heritage, Ash fork, Aspire, Bagdad, Basis, Bradshaw MTN, Chino Valley, Camp Verde, Mingus Union, Mayer, Mountain Institute CTED, Northpoint, Sedona Red Rock, Seligman, South Verde, Tri City Prep, Trinity Christian, Prescott, PV Charter, VACTE CTED.



*We also have a partnership with West-MEC for one program (Diesel).

YC continually benefits from these relationships as we have unlimited access to students, have increased completion rates and are consistently included in Open Houses, Parent Meetings, CTE Recruitment events and Junior/Senior College Nights. It is through our strong, dependable presence and excellent delivery of customer service that YC continues to be the primary choice for students starting college while attending a Yavapai County high school.

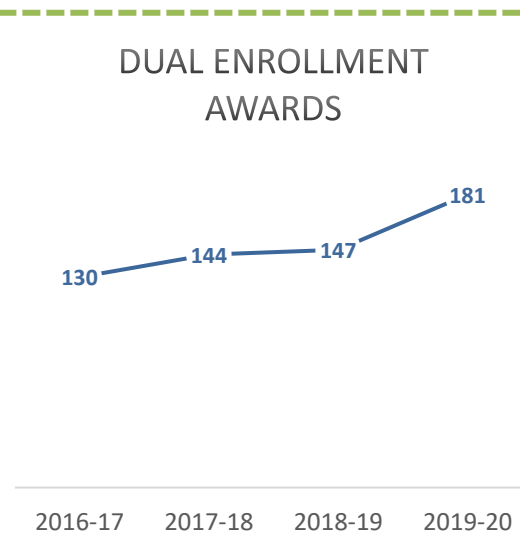
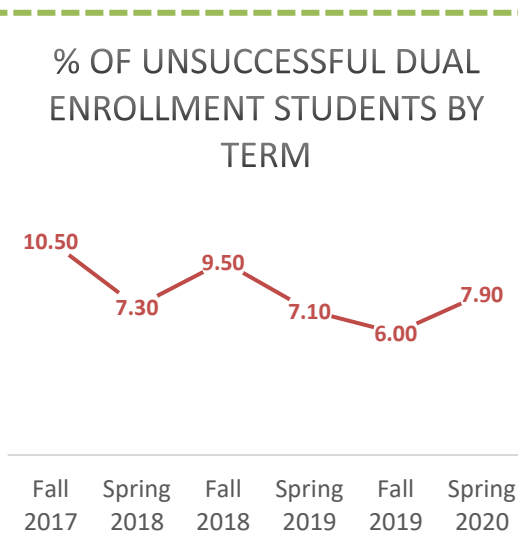
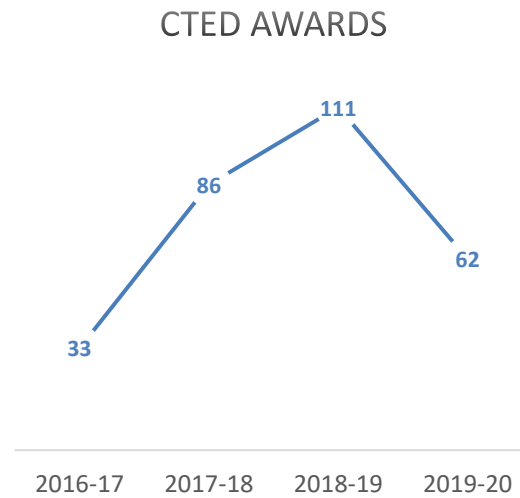
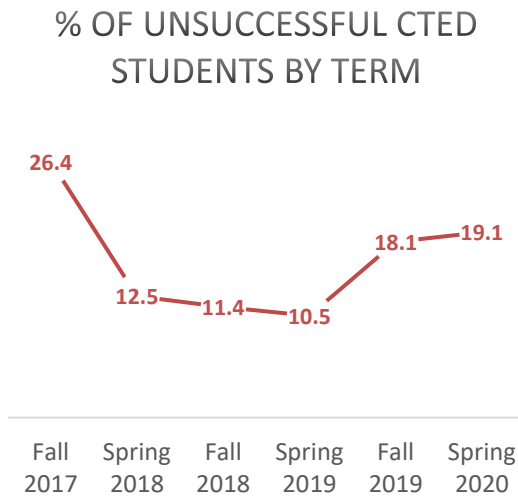
Group advising sessions continue to be an effective method for Early College Advisors to meet with high school students. These sessions are held at the high school campus and were conducted in the following schools to complete graduation applications, Pre-Nursing workshops, New Student Orientation, STU 150 classes, mass registration and program specific sessions. Early College Coordinators at each high school have now been trained to deliver orientation information in a variety of ways in an effort to decrease the loss of instructional time.

	2016-2017	2017-2018	2018-2019	2019-2020
<i>Early College Days</i>	1,103	1,152	1,187	452
<i>Academic Advising Appointments</i>	1,291	887	1,569	2,101
<i>Group Advising Sessions</i>		1,322	1, 158	1,750

The decrease in Early College Day attendees for 2019-2020 is due to the events being cancelled due to COVID-19 and YC/High Schools going remote after spring break. There were 12 more

Early College Days planned for Spring 2020. Instead the Early College advisors met with students one-on-one as well as proctored Accuplacer exams over the summer.

The increase in student contact has resulted in a decrease in unsuccessful students and increase in awards in both the CTED and Dual Enrollment programs respectively. This year saw a decrease in CTED awards, but not all students were able to complete lab hours due to COVID-19.



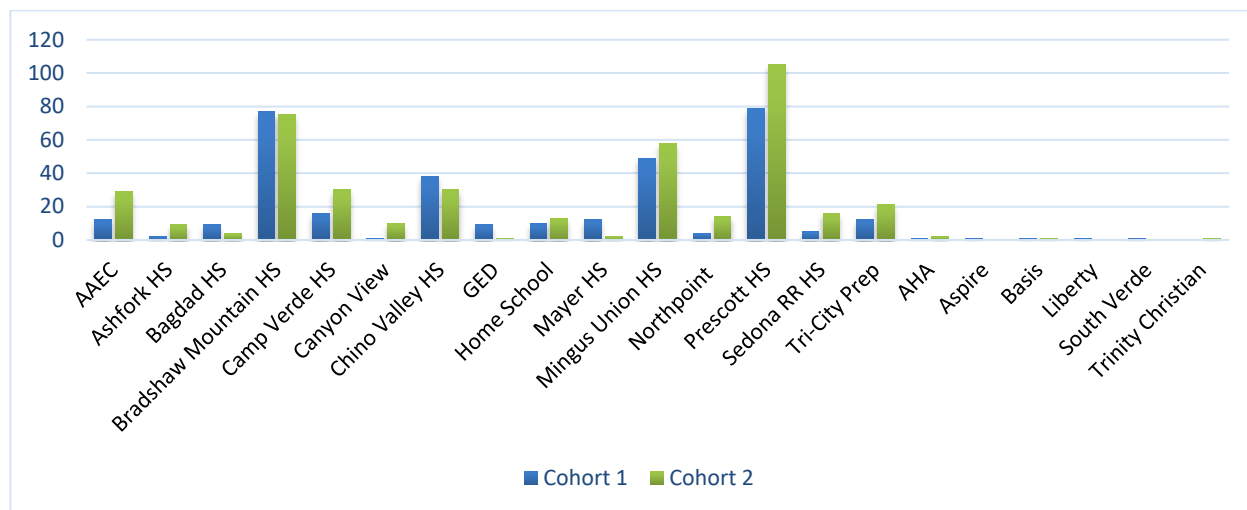
YC Promise Highlights

YC Promise started in April 2019 and the first cohort of students started in Fall 2019. Key findings in the report are summarized below.

- In the first year of implementation, 472 high school seniors from Yavapai County applied for the YC Promise. The number of applicants is on track to exceed that of the first year with 416 as of May 27th.

- The Fall 2019 Cohort has a FAFSA filing rate of 90%, which was 10% higher than the First-Time, Full-Time population in Fall 2018. Tennessee Promise had a FAFSA filing rate of 81.7% in its most recent cycle.
- The YC Promise 2019 Cohort made up over half of the total First-Time, Full-Time Students (340/639).
- The Fall to Spring Retention Rate for the YC Promise Fall 2019 cohort was 82%, which was 7% higher than the First-Time, Full-Time population in Fall 2018.

Promise Students by High School



Average Attempted Credit Hours

	Students In Cohort	Average Credits Hours	Total Credit Hours
Cohort 1 Fall 2019	340	12.5	4,250
Cohort 1 Spring 2020	160	12	1,906
Cohort 1 Summer 2020	137 (83 Registered)	6	473
Cohort 2 Summer 2020	421 (64 Registered)	4.5	288
Cohort 1 Fall 2020	137	13.5	1,832
Cohort 2 Fall 2020	421 (185 Registered)	14.1	2,617

Grade Point Averages for Cohort 1

The GPA for the Spring 2020 shows improvement. The increase is attributed to Cohort 1 Students in Fall 2019 being opted out at the end of the term for not meeting the GPA requirement after grades posted.

Cohort	Semester GPA	Change in GPA (if had Prior GPA)	Cumulative GPA
Cohort 1 Fall 2019	2.49	-0.47	2.69
Cohort 1 Spring 2020	2.92	-0.01	3.13

YC Promise FAFSA Filing Rate

The FAFSA filing rate for First-Time Full-Time Students in the prior two years (Fall 2017, Fall 2018) shows a filing rate of around 80%. The YC Promise cohort exceeded that average and had a FAFSA filing rate of 90% for the full 340 original cohort of students.

<i>First-Time, Full-Time, Degree/Certificate Seeking</i>			
	Fall 2017	Fall 2018	Fall 2019*
Students	527	505	639
FAFSA Completed	81%	80%	82%
Average Earned Credits	10.3	10.4	10.8
Term GPA	2.68	2.61	2.63
Cum GPA	2.64	2.65	2.77
Fall-to-Spring Retention	77%	75%	77%
Average Attempted Credits Spring	11.6	11.5	12.7
Subsequent Semester Tuition Attributed to Retention	\$467,450	\$434,700	\$633,000

*Promise program began fall 2019; Promise students are first-time, full-time, degree seekers

<i>Promise Cohort (Subset of FA19 First-Time, Full-Time, Degree Seekers)</i>	
	Fall 2019
Students	340
FAFSA Completed	90%
Average Earned Credits	9.8
Term GPA	2.49
Cum GPA	2.69
Fall-to-Spring Retention	82%
Average Attempted Credits Spring	12.5
Subsequent Semester Tuition Attributed to Retention	\$351,350

*Cohort is students signing up for Promise and enrolled as of the end of drop/add

Registrar

Mission and Purpose:

The Office of the Registrar supports the College's mission, strategic initiatives, and student success by maintaining the consistency, confidentiality and integrity of student academic records; by managing and improving the functionality of the electronic student information system and online services as technology and best practices evolve; by supporting Instructional Deans and faculty in class scheduling, rosters and grading; and by interpretation of guidelines, rules, regulations and public laws of federal, state, and other regulatory and funding bodies, recommending new policy/procedure as needed to ensure institutional compliance.

The Registrar works closely with staff, faculty and Instructional Deans to finalize student enrollment each semester to optimize student success. Late adds and class switches manually processed by the Registrar on a daily basis. Class cancellations and class changes are processed daily by the Registrar to support enrollment management and program completion.

Academic Renewal

Academic Renewal is an opportunity for students to improve their GPA by excluding 1-4 consecutive semesters from the GPA calculations. The Registrar verifies potential GPA gain, authorizes each request and processes academic renewals. We believe that this is under-utilized by our students, as we currently average fewer than 12 per year.

Academic Standing

Academic Standing is calculated at the end of each semester by the Registrar: Academic Warning (AW), Academic Probation (AP) and Academic Suspension (AS). Emails are sent to students, explaining the status and offering support and/or enrollment options.

Admission Applications

Timely and accurate admissions processing provides the foundation for a reliable student record, and supports student success throughout the student’s relationship with YC. Prior to COVID-19, we experienced a steady annual increase in admission applications with May, August and December generally the highest months for applications. However, 2019-20 totaled only 4,500 (-800), with the March–June decreases due to COVID showing in the table below.

Admission Applications	Percentage		
	2020	2019	Change
January	598	421	42%
February	522	321	63%
March	163	380	-57%
April	326	462	-29%
May	389	565	-31%
Jun	240	299	-20%

Athletic Eligibility and Compliance

The Registrar’s Office is responsible for verifying athletic eligibility. This includes entering athletic eligibility directly in the NJCAA’s Connect website, monitoring enrollment of student-athletes, posting athletic scholarships, and retaining the associated documentation. Over 60% of our student-athletes complete a degree in two years.

The NJCAA abruptly cancelled sports competition in the middle of the spring 2020 sports season due to the impact of COVID-19. The association also decided to move fall sports to the spring 2021 term. As a result of these changes, new bylaws and temporary rules have been adopted. Our office must be knowledgeable of such changes in order to aid student-athlete success on and off the field.

Commencement

In-person graduate attendance at Commencement ceremonies hit an all-time high in 2019 with 345 graduate participants. Our virtual Commencement ceremony in 2020 resulted in 1,485 viewers. The virtual commencement ceremony was quite successful as a substitute for the in-person ceremonies. At this time, we are hoping that we can return to an in-person ceremony for 2021, but there is no guarantee. We have the facilities on hold and are prepared to move in either direction, depending on the state of the COVID-19 situation.

Credit for Prior Learning

Credit for Prior Learning evaluation supports student success by assisting students in program completion. CPL includes Credit by Exam, Advanced Placement (AP), College-Level Examination Program (CLEP), DANTES, ACE transcripts, and agency certifications such as AZ State emergency medical training, fire science certifications, etc. Credit for Prior Learning submissions are evaluated within 7-10 days of receipt. This provides encouragement to our students and supports recruitment, retention and completion.

Degree Audit and Conferral Processes

Accurate and timely degree/certificate audit and conferrals are critical in supporting student success, retention and completion. Our office is now completing the conferral process in three days after all final grades have been posted. The Registrar's Office is very proud of this fast turnaround time in degree/certificate conferrals, which total around 1,750 per year. Students rely on conferrals for obtaining employment (certificate conferrals), job promotions (certificate and degree conferrals) and for transfer to 4-year institutions (degree conferrals).

Digital Diplomas

In the Spring of 2020, the Registrar's Office collaborated with Parchment to provide digital diplomas to our graduates for the first time. Students now receive an email notification from Parchment with instructions on how to instantly access/claim their digital award. The timing could not have been better, considering that operations in March were moved online with staff working remotely. Per the data below, 77% of our degree recipients claimed their digital diploma, and 40% of those students shared the digital diploma with at least one other person. Students often share with their parents and/or grandparents. Students can also attach the digital diploma to resumes and other portfolios, and the digital diploma is **available for life**.

Certificates	Summer	Spring
Issued	108	766
Claimed	75	472
Claimed %	69%	62%
Shared	18	159
Shared %	24%	34%

Diploma	Summer	Spring
Issued	85	304
Claimed	67	234
Claimed %	79%	77%
Shared	27	93
Shared %	40%	40%

Enrollment and Degree Reporting/National Student Clearinghouse

Regular, monthly **enrollment** reports are created and submitted to the National Student Clearinghouse, allowing students to print enrollment verifications directly from their portal; providing loan deferment information for NSLDS; and providing enrollment verifications for insurance companies and other third-parties as needed by students. **Degree** reports are provided each semester to the National Student Clearinghouse to support the Degree Verify options available to assist students with potential employers and also with transfer data to 4-year institutions and other advanced-degree institutions.

Family Educational Rights to Privacy Act (FERPA)

The Registrar is responsible for maintaining confidentiality of all Yavapai College student records. The Registrar reviews/approves the FERPA component in the annual HR training requirements. In-person training is provided to all new full-time and adjunct faculty each semester, and to new Student Development staff as needed. The Registrar is available for ad-hoc and tailored trainings upon request, such as for the Learning Center tutors. As part of the annual notification requirement by the Department of Education, the Registrar includes a link to our FERPA pages online each Fall to all enrolled students. Online resources include the address for student complaints.

Grades

Final grading is made available to faculty and monitored by the Registrar. Grading and all academic record updates must be completed prior to the onset of financial aid processing. Grade changes are processed the same day as received, to promote student completion and success.

Incomplete grades are managed according to policy, although an extension in Spring 2020 was approved by the VP and monitored by the Registrar to allow several hundred students affected by COVID-19 extra time to complete course requirements.

International Students

Through interactions with the Registrar's Office, international students learn how to apply for admissions; how to obtain SEVIS status via initial acceptance; learn enrollment requirements and other requirements specific to SEVIS; how to maintain their SEVIS status throughout their time at YC; and learn how to use degree audit tools for program completion. 67% of our international students complete their degrees within two years; 1/3 either transfer to another institution or return to their home before completing a YC degree. Several students have completed an additional year of Optional Practical Training within the US.

International student admissions and international student physical attendance has been on hold since Spring due to COVID-19. Most of our international students for 2019-20 were student-athletes. When the residence halls closed in March, international students returned to their home countries and are continuing studies online from outside the US.

Student & Exchange Visitor Information System (SEVIS)

(U.S. Department of Homeland Security)

The Registrar is the Primary Designated School Official (PDSO) for Yavapai College and is responsible for maintaining the integrity of our profile within this database belonging to the Department of Homeland Security, and for the integrity of the student data documented by the DSO when recording international student admissions, enrollment and programs of study progression.

Reverse Transfer

We have implemented Reverse Transfer agreements with each of the 4-year AZ universities, identifying students who can transfer credits back to Yavapai College to earn an Associate's Degree. We also participate in the Reverse Transfer option in the National Student Clearinghouse, which allows us to identify and confer degree completers that have moved on from Yavapai College.

Transcript Production

Parchment sends 4,900 transcripts per year, with nearly 90% electronic and 10% paper documents. Yavapai College is at the top of all higher education institutions for the 90% electronic mark. Registrar's Office staff liaison with Parchment and also resolve issues for students. Staff print an average of 10-15 transcripts per week for students who order in person or by mail.

Transcript Evaluation

All incoming transcripts are evaluated with 7-10 days upon receipt. Transfer students are notified when transcripts are evaluated, how to view the results, and reminded of the importance of meeting with an academic advisor to determine program requirements.

Western Undergraduate Exchange (WUE):

Yavapai College participates in this 13-state program, offering discounted tuition to students who reside in participating states. Our YC profile is updated annually, as is the list of new/changed/deleted programs of study and their availability to WUE-eligible students. Enrollment numbers are updated annually by the Registrar.

Learning Centers

During the 2019-2020 Academic Year, the Learning Center's continued our efforts to increase student usage by the tutors taking a lead role in marketing the centers. They did this by visiting classrooms and talking with students about the Learning Center and our offerings. The tutors visited approximately 75 classes in the fall and 50 in the spring semester. We continued to build relationships with faculty and had several either volunteer their time or hold their office hours in the LC to support students. When services moved to completely online in March 2020, the number of students seeking tutoring support dropped significantly.

Prescott Learning Center	FA17 & SP18	FA18 & SP19	FA19 & SP20
Students	1617	1625	1586
Visits	15,539	14,547	11,948
Tutoring	2470	2662	2253
Independent Study	9910	8971	7103
Study Group	1678	1550	1516
Workshop	81	141	209
SI Session	569	357	61

Verde Learning Center	FA17 & SP18	FA18 & SP19	FA19 & SP20
Students	350	351	333
Visits	2899	3425	2589
Tutoring	1008	961	1053
Independent Study	1166	1866	1087
Study Group	185	223	156
Workshop	35	13	23
SI Session	139	44	4

- Request filled by month – Oct 10%, Nov 22%, Dec 14%, Jan 7%, Feb 11%, Mar 9%, Apr 8%, May 4%, Jun 9%, Jul 6%, Aug 2%, Sep 1%
- Expansion of the YCFP to the Verde Valley Campus happened on April 26, 2019.

Student Engagement and Activities for 2019-20

Student engagement continued to cultivate service excellence in an environment that facilitates student success and retention through learning, discovery, and engagement. Students were able to explore options for connecting with several robust of programs from clubs, school-sponsored events, and community services all of which are county wide. In 2019-2020 Student Engagement expanded its vision and mission to include the Office of Leadership. This division is focused on providing resources for students realize their ability to lead during their college career and beyond.

Roughrider Events and Programs

Roughrider Student Ambassadors were involved in organizing, coordinating and communicating events/programs to engage YC students. Our RSAs worked both independently and in collaboration with other divisions, clubs, and organizations.

Activity – Prescott Campus	2018-2019	2019-2020
Welcome Week	1838 items	1420 items
Club Rush	29 Clubs	30 Clubs
Students participated in Club RUSH	922	623
Students Joined a Club	237	186
Roughrider Movie Night	120	62
Open Gym Nights**	1062 participants	702

*Difficult to compare %, as all activities were shut down 2019-2020 all activities reflect campus wide shut down 3.6.20.

Ruff's monthly birthday outreach has become a highlight for all students. This virtual wish has been sent to 6054 students during their birthday month with an average open rate of 55%.

Yavapai College Food Pantry (YCFP)

The YCFP fed 749 individuals = 9036 meals from October 10, 2017 through April 27, 2020. Expansion of the YCFP to the Verde Valley Campus and the Chino Valley Center in 2019. The YCFP feeds the student and every member of their household 12 nutritional meals. Here are some of the statistics for the last 2 ½ years that we have gathered from the applications filled:

Category	2017-2020
Males	27%
Females	64%
Prefer not to answer	9%
Under 18 years of age	38%
18-30 years of age	23%
30-40 years of age	15%
40-50 years of age	5%
50 and above	19%
Prescott	48%
Prescott Valley	32%
Chino Valley	3%
Camp Verde (Cottonwood/Clarkdale/Cornville)	17%

* Food distribution stopped April of 2020 due to COVID

Request filled by month

TRIO Grant Programs & Veterans Education & Transition (VET) Services

TRIO Grant Programs

The charts below indicate the level of performance for each TRIO program reported to the Department of Education for the 2018-2019 fiscal year through August 31, 2019. Annual performance data for 2019-2020 for submission to the Department of Education will occur later during the 2020-2021 academic year.

2018-2019 TRIO Education Talent Search (ETS) Objectives & Outcomes <i>Population: eligible middle to high school students at 10 Yavapai County target schools</i>	2018-2019	
	Goal	Outcome
Number Funded to Serve	700 (100%)	700 (100%)
Secondary School Persistence	98%	100%
Secondary School Graduation	92%	100%
Secondary School Graduation WITH Rigorous Coursework	50%	59%
Postsecondary Education Enrollment	75%	90%
Postsecondary Attainment	20%	31%

Since the COVID19 lock-down began in March, 2020, the ETS program has been operating remotely and continuing to engage with students virtually.

2018-2019 TRIO Student Support Services (SSS) Objectives & Outcomes <i>Population: eligible college-level students enrolled at Yavapai College</i>	2018-2019	
	Goal	Outcome
Number Funded to Serve	309 (100%)	314 (101%)
Persistence	70%	81%
Good Academic Standing	92%	94%
Associate Degree or Certificate Attainment	40%	57%
Associate Degree/Certificate Attainment AND Transfer to 4-YR Inst	20%	22%

Student engagement is a key element for students to thrive and persist in college. In 2019-2020, 297 SSS TRIO students received academic advising resulting in a total of 2,809 contacts and 92 attended over six cultural events prior to the pandemic.

The SSS TRIO Program funded \$75,230 in grant aid to 80 students. Awards were made before and after the pandemic during the 2019-2020 academic year.

The SSS Program's five-year cycle ended August 31, 2019. A grant application was developed and submitted to the Department of Education in December 2019 resulting in a renewed grant award beginning on September 1, 2020.

2018-2019 TRIO Veterans Upward Bound (VUB) Objectives & Outcomes <i>Population: eligible pre-college veterans living in four northern AZ counties</i>	2018-2019	
	Goal	Outcome
Number Funded to Serve	129 (100%)	107 (82%)
Academic Improvement on a Standardized Test	67%	50%
Program Retention and Completion	56%	42%
Postsecondary Enrollment	42%	57%
Postsecondary Attainment	42%	36%

VUB Program recruitment and retention has become increasingly challenging over the last several years due to adverse impacts prior to the advent of the COVID19 pandemic. Among several shifting factors, the most significant was the 29% drop from 2010 to 2018 of veterans, age 18 to 65, living in the four-county target area.

Based on thorough research and consideration, the VUB program was deemed no longer adequate to fit the needs of the community intended; therefore, the grant was discontinued effective, June 30, 2020.

Veterans Education & Transition Services at Yavapai College will continue to address and support the educational access and needs of veterans in the communities it serves.

The Adult Basic Education Program (ABE) at YC will provide free instructional services for veterans (both pre-college and those already enrolled in college) seeking to improve their academic skills to meet the rigors of college-level coursework.

Veteran Education & Transition Services

VET Services staff practice a wrap-around approach to success coaching to insure veteran and military-affiliated family members are well served at YC in accordance with the Veteran Supportive Campus certification designated by the Arizona Department of Veterans Services.

Understandably, the number of veterans and military family members enrolled and receiving VA education benefits at YC has declined from Fall 2019 (270) to Fall 2020 (175) by approximately 35% due to the COVID19 Pandemic.

Overall, retention and graduation rates for 2019-2020 are detailed in the chart below.

2019-2020 Retention & Graduation Rates – Students Receiving VA Education Benefits		
Spring 2020 to Fall 2020	Total Students	Percent
Enrolled Spring 2020	246	100%
Continued Fall 2020	124	50%
Graduated Degree/Certificate Spring-Summer 2020	44	18%
Fall 2019 to Spring 2020	Total Students	Percent
Enrolled Fall 2019	270	100%
Continued Spring 2020	157	58%
Graduated Degree/Certificate Fall 2019	32	12%
Spring 2019 to Fall 2019	Total Students	Percent
Enrolled Spring 2019	287	100%
Continued Fall 2019	162	56%
Graduated Degree/Certificate Spring-Summer 2019	52	18%

Financial Aid

Financial Aid at Yavapai College is here to educate students and their families regarding the many financial aid opportunities available, to help students make the best choices to fund their education and achieve their academic goals.

In 19-20 the Financial Aid office was charged with oversight of CARES Act Grant funds per the Executive Leadership team direction and in accordance to limited and everchanging guidance provided by the Department of Education. Near the end of April, Yavapai College was awarded nearly \$1.2 Million in emergency Cares Grant funds to be paid directly to students to help with additional costs students incurred due to the “Disruption in Campus Activities due to Covid-19.” While distribution of these grants will continue into 2020-21, many students received immediate help to pay for their rent, food and other essentials as they navigate their education through a pandemic.

In 2018-19 Yavapai College partnered with a third party servicer Campus Logic, which enabled students and parents to electronically fill out and sign forms via their phone, provide immediate online communication to the student, provide text reminders to students and parents, and help to automate the Financial Aid processes. This foresight became an extremely important component of the Financial Aid 2019-20 process at YC in light of the “in person” restrictions caused by the pandemic. It allowed Financial Aid to move all processes on-line and enabled students to continue to complete applications and provide required documentation and e-signature capability in a secure online environment; critically important as the school transitioned to a remote environment.

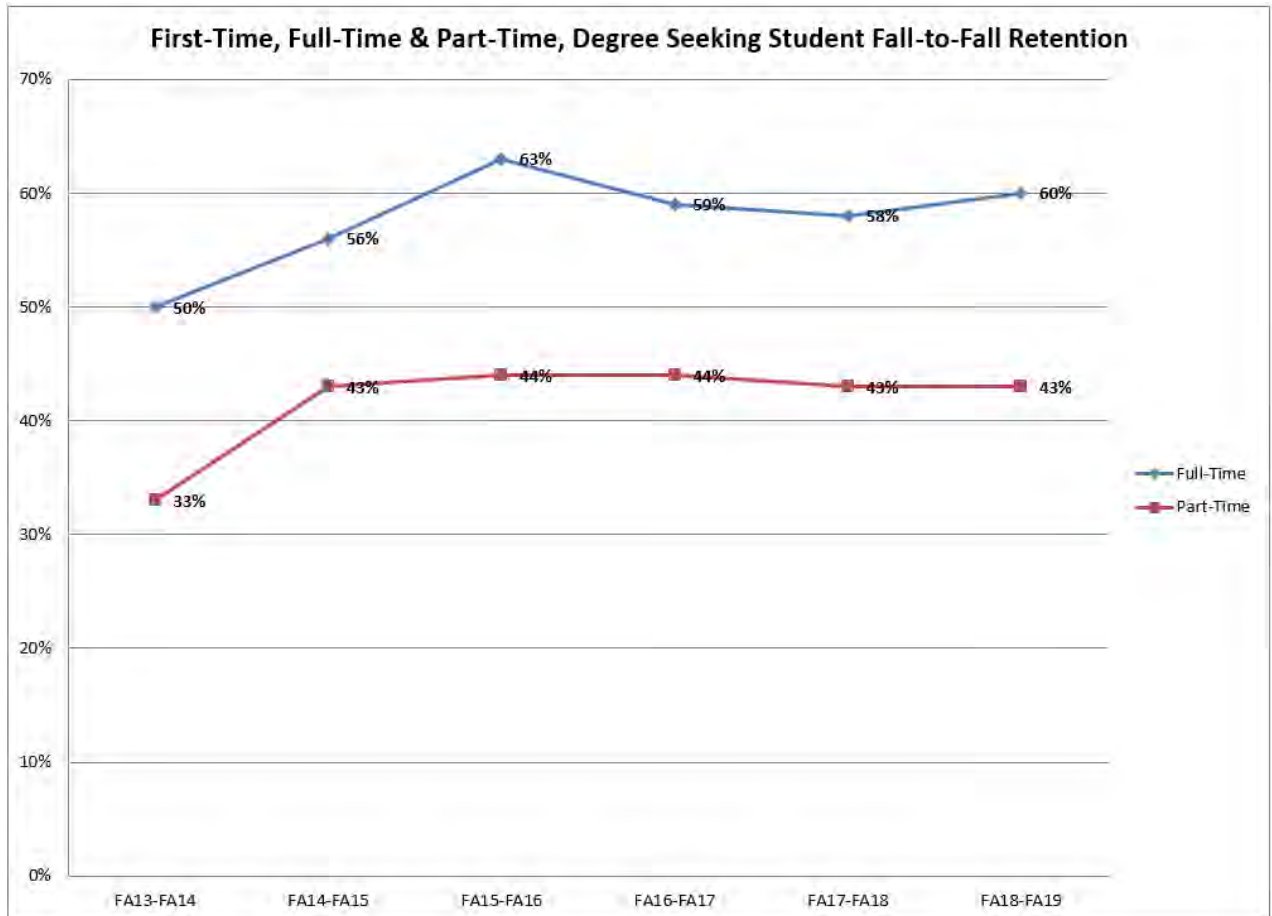
FAFSA Workshops In the fall of 2019, and Spring of 2020, the Financial Aid team provided FAFSA completion Workshops at the following sites and dates. Collectively approximately 500 students and parents attended these workshops held throughout the County:

9/26/2019	Sedona High School
9/30/2019	Prescott High School
10/1/2019	Chino Valley High School
10/1/2019	Mingus Union HS
10/2/2019	Camp Verde HS
10/3/2019	Trinity Christian
10/4/2019	AAEC
10/15/2019	Seligman
10/16/2019	Mayer High School
10/16/2019	Bagdad High School
10/17/2019	Canyon View HS
10/22/2019	Mingus Union HS
10/22/2019	Ashfork
10/23/2019	Bradshaw Mountain HS
10/28/2019	Northpoint HS
10/29/2019	American Heritage Academy - Cottonwood
11/6/2019	Camp Verde High School
11/12/2019	Primavera Online High School
1/28/2020	Camp Verde HS

MEASURES OF STUDENT SUCCESS

Retention

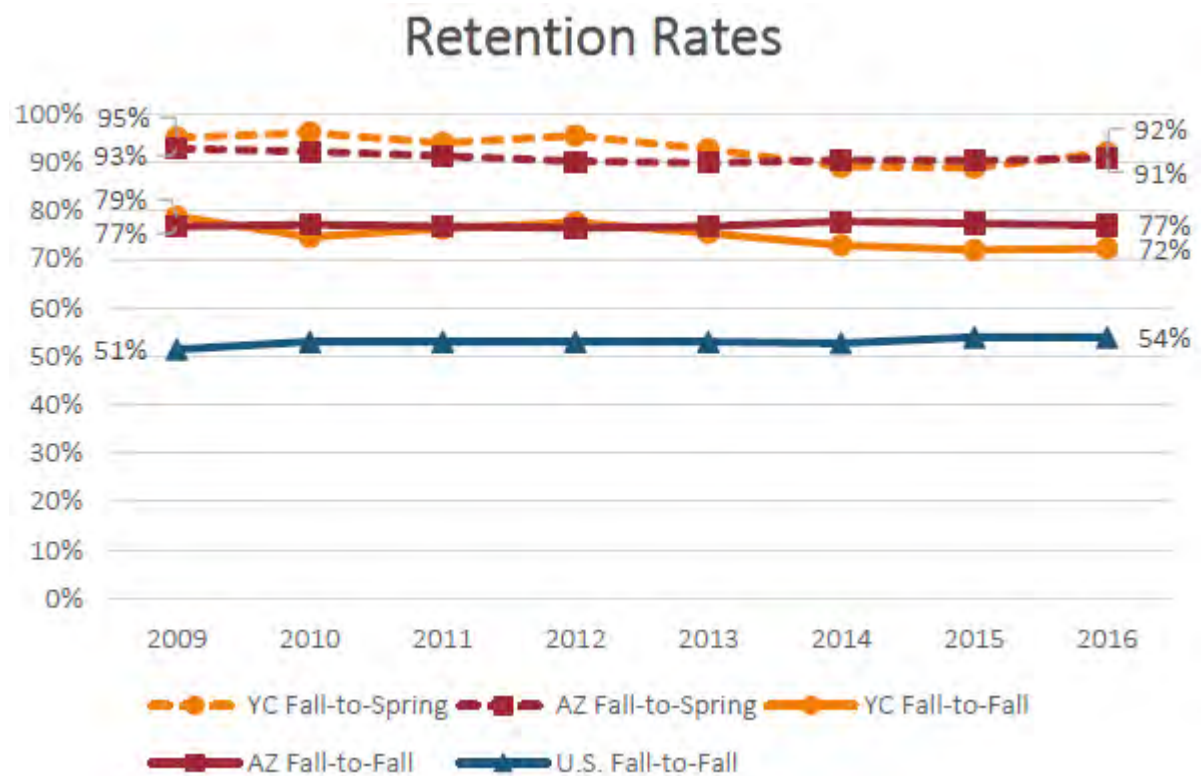
- A key element in fostering student success is retaining students. Yavapai College tracks retention through its participation in the Arizona Strategic Vision Project and the federal Integrated Postsecondary Educational Data Survey (IPEDS).
- Yavapai College's fall-to-fall retention rate for students classified as first time/full-time degree seeking was 60% for the Fall 2018 cohort (source IPEDS).



Source: IPEDS

*Fall term represents the year entered

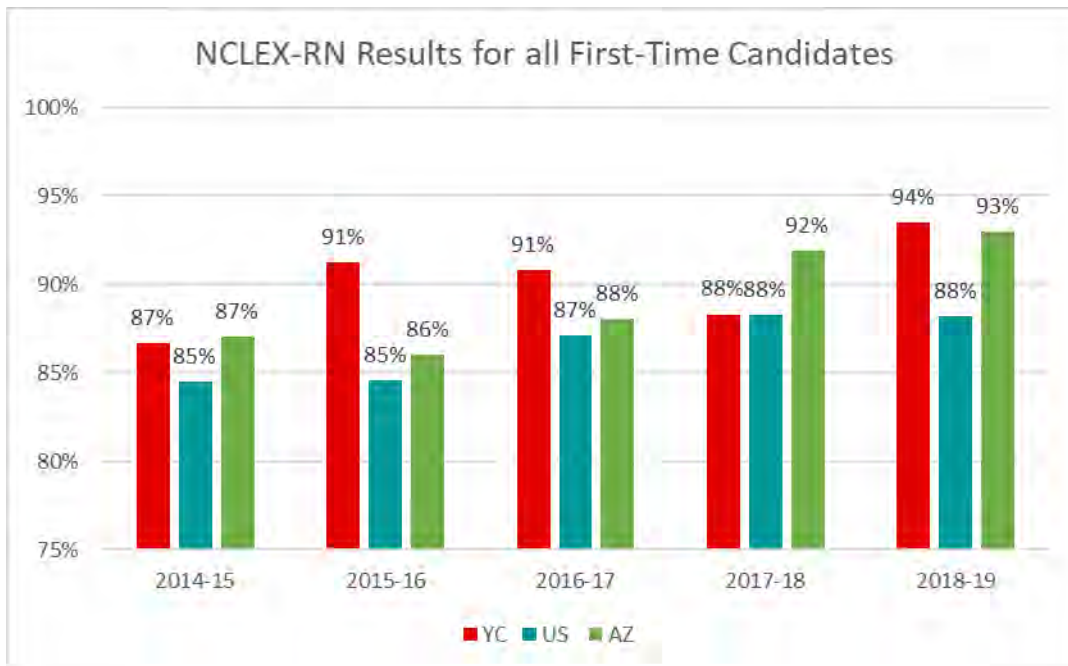
- YC's fall16 to spring17 retention rate for the credential-seeking cohort was 92%, and 72% of them returned the following fall.



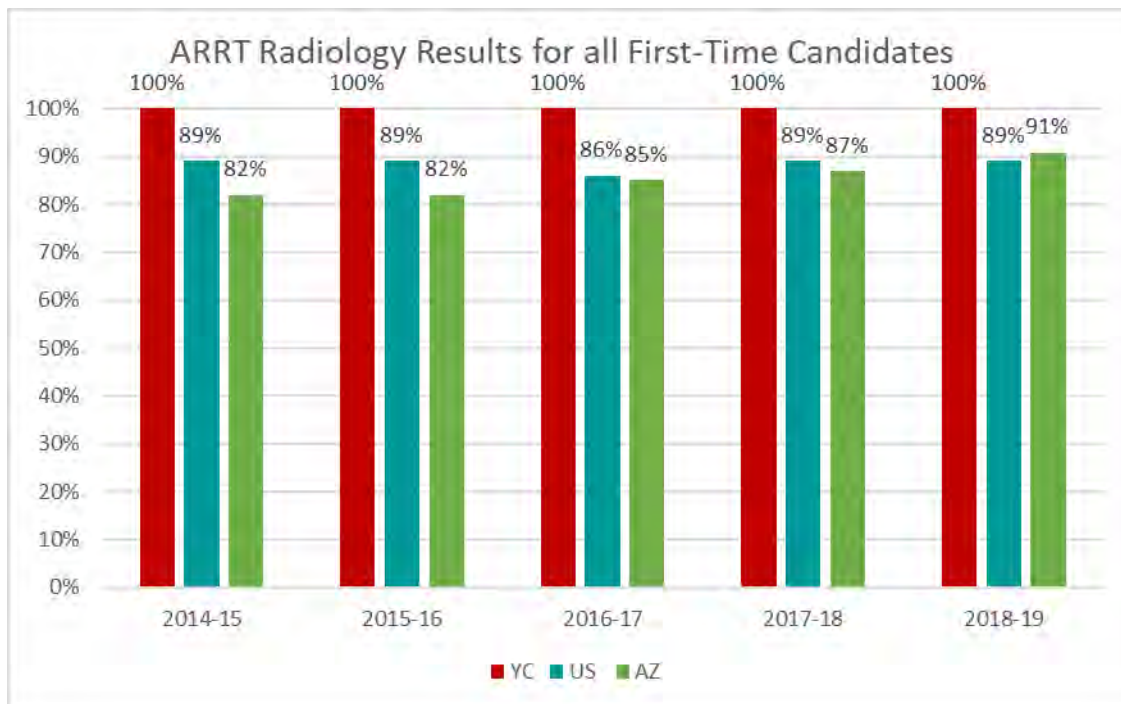
Source: Credential-Seeking Cohort, AZ Strategic Vision, 2019.

Career and Technical Success

- Yavapai College enjoys strong partnerships with Career Technology and Education Districts within the county. Area High School students are afforded earlier (dual and concurrent enrollment) and increased opportunities to attain qualifications, skills, and abilities in technical fields.
- Yavapai College degree and certificate completers have licensure exams and industry certification pass rates that regularly are higher than state and national averages. This success is due, in part, to industry advisory boards that many of our Career and Technical programs utilize.

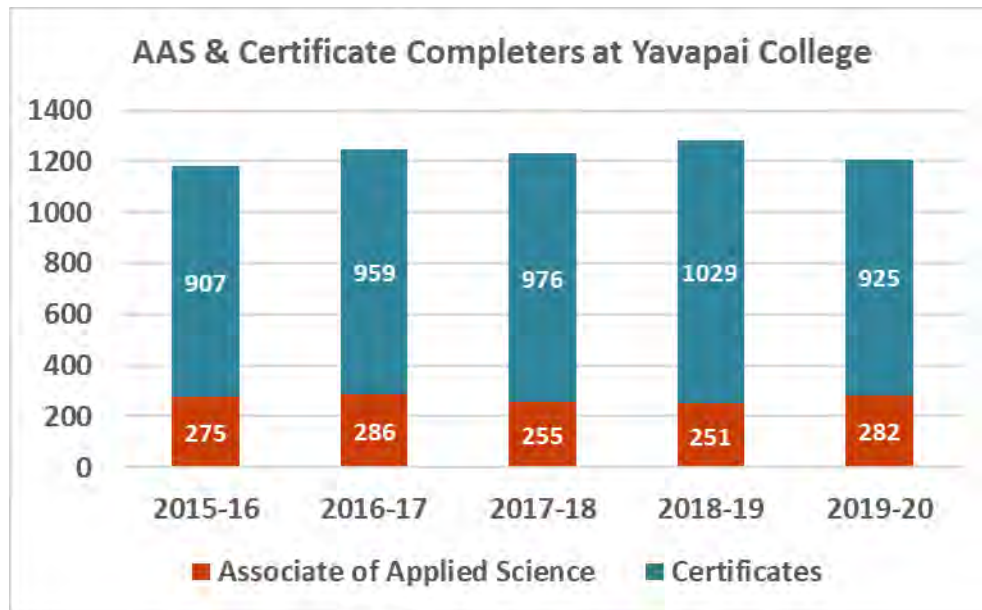


Source: National Council of State Boards, National Council Licensure Examination (NCLEX) 2019

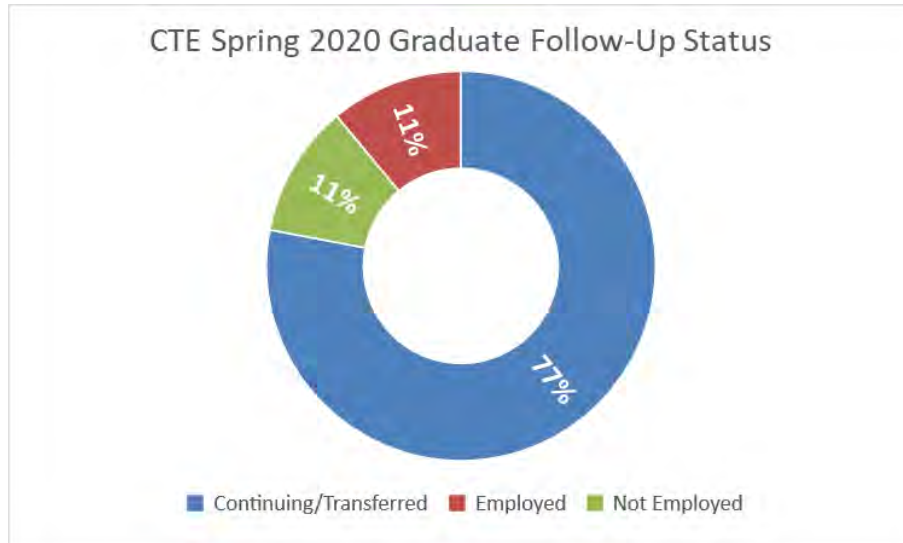


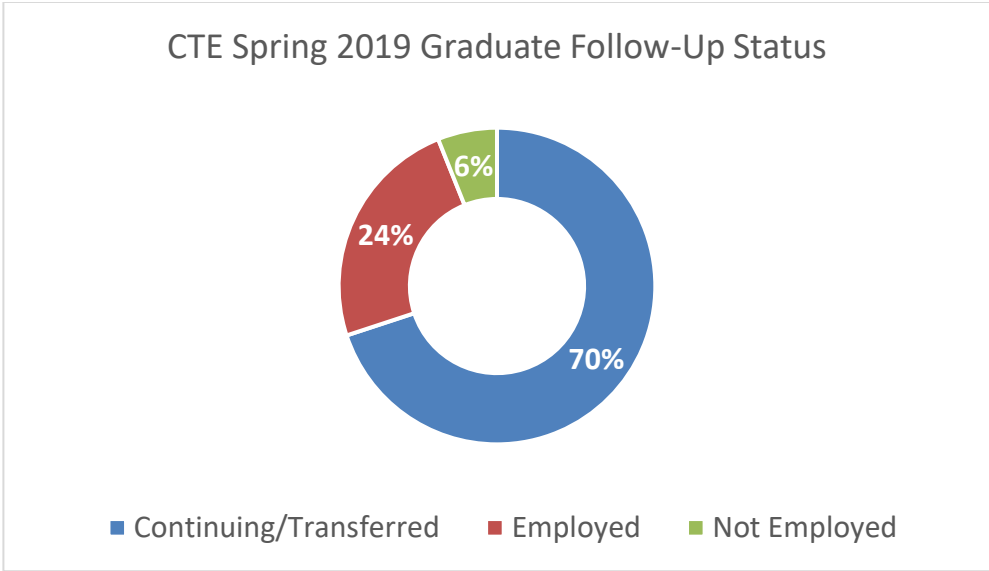
Source: American Registry of Radiologic Licensure Examination (ARRT) 2019

- Over the past five years, Yavapai College has averaged close to 1,200 students annually earning an AAS degree or occupational certificate.

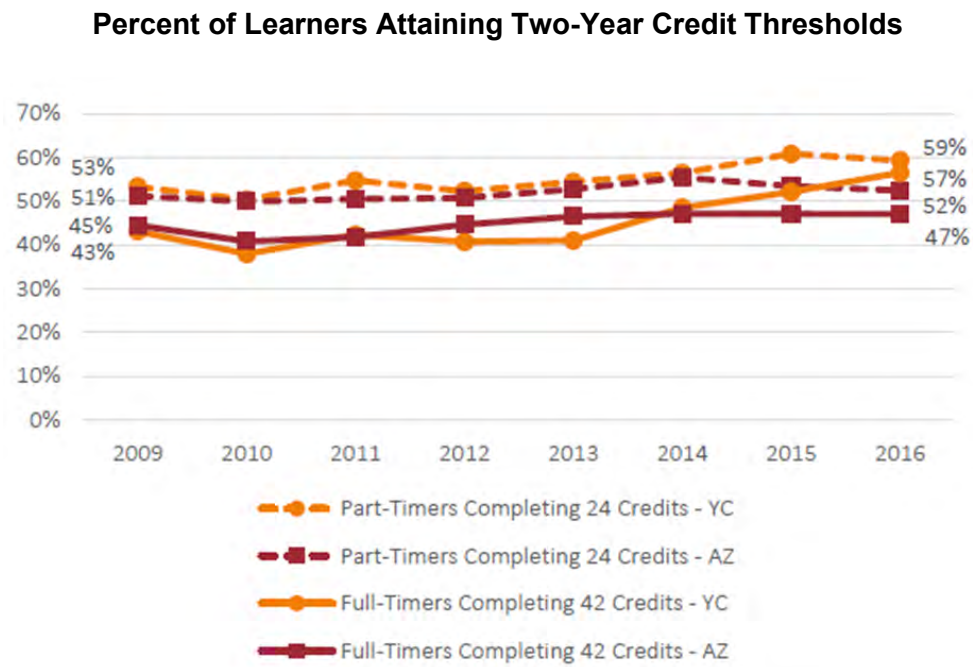


- Overall, 88% of spring 2020 Associate of Applied Science and Certificate recipients were continuing their education or employed within three months of graduation.





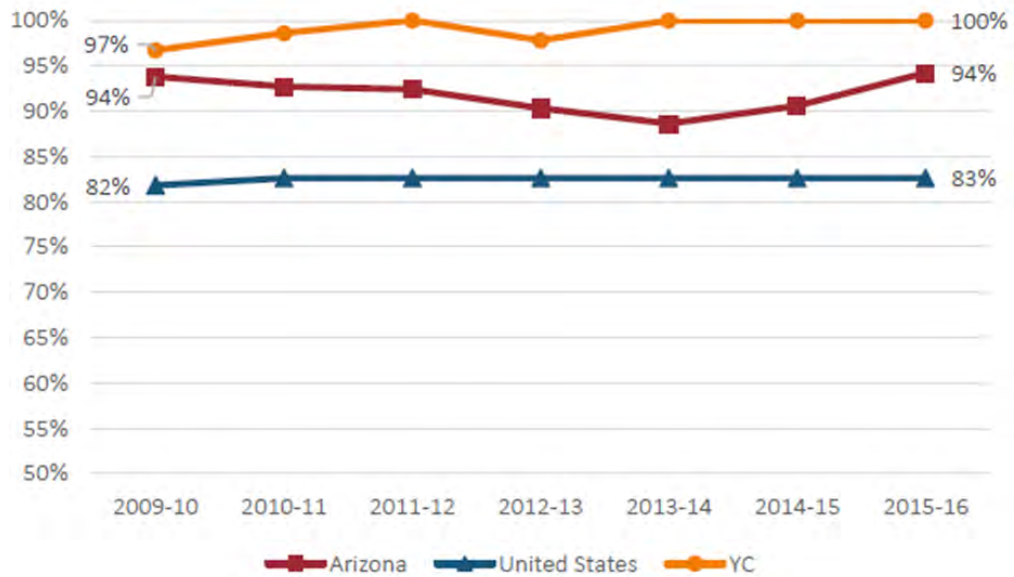
- By the end of their second year, 59% of part-time learners in YC's 2016 Credential-Seeking Cohort had completed 24 credits, and 57% of full-time learners in the same cohort had completed 42 credits.



Source: Yavapai College 2019 Strategic Vision Outcomes Report

- Of all learners in YC's 2015-16 Occupational Cohort who took a technical skill or end-of-program assessment up to one year after college exit, 100% passed the assessment and/or earned an industry-recognized credential.

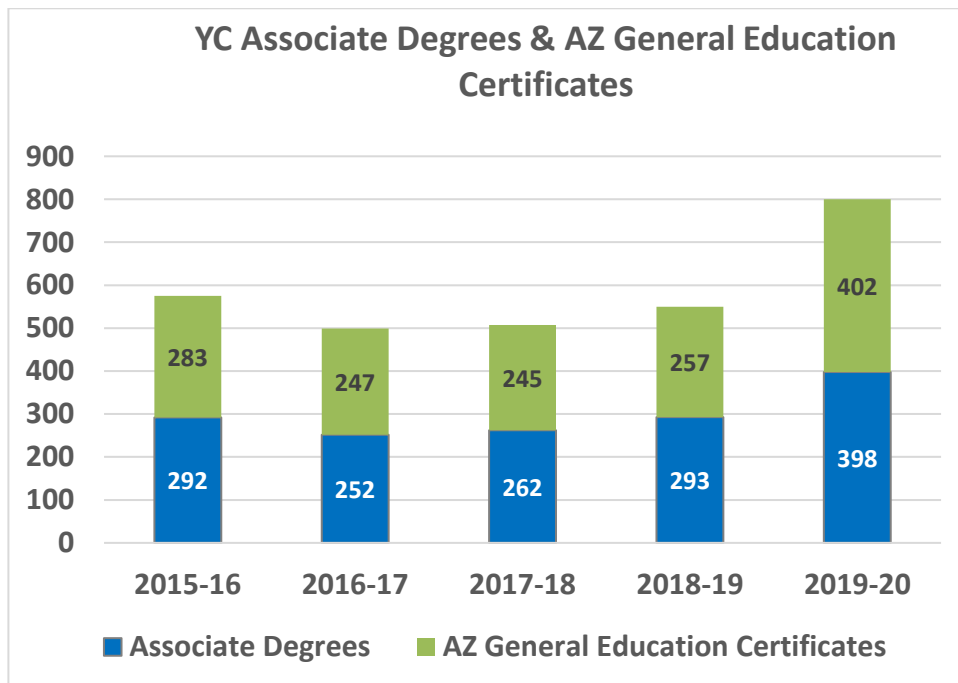
Percent of Occupational Learners Earning Industry-Recognized Credentials



Source: Yavapai College 2019 Strategic Vision Outcomes Report

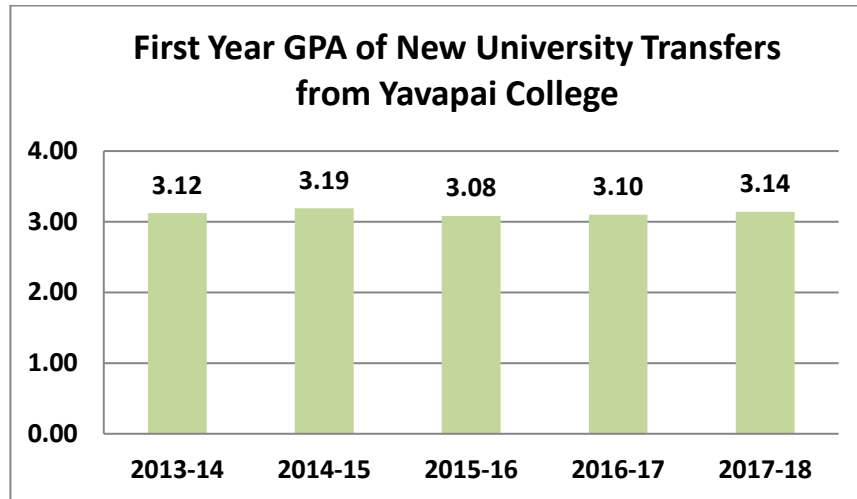
Transfer Success

- In 2019-20, there were 398 associate degree awards and 402 students earning Arizona General Education Certificates.
- Associate's degrees increased 36% in 2019-20 compared to the previous year.



Source: Yavapai College Office of Institutional Effectiveness and Research

- YC students transferring to public Arizona universities consistently perform at or above the national median for first-year grade point average of 3.0.

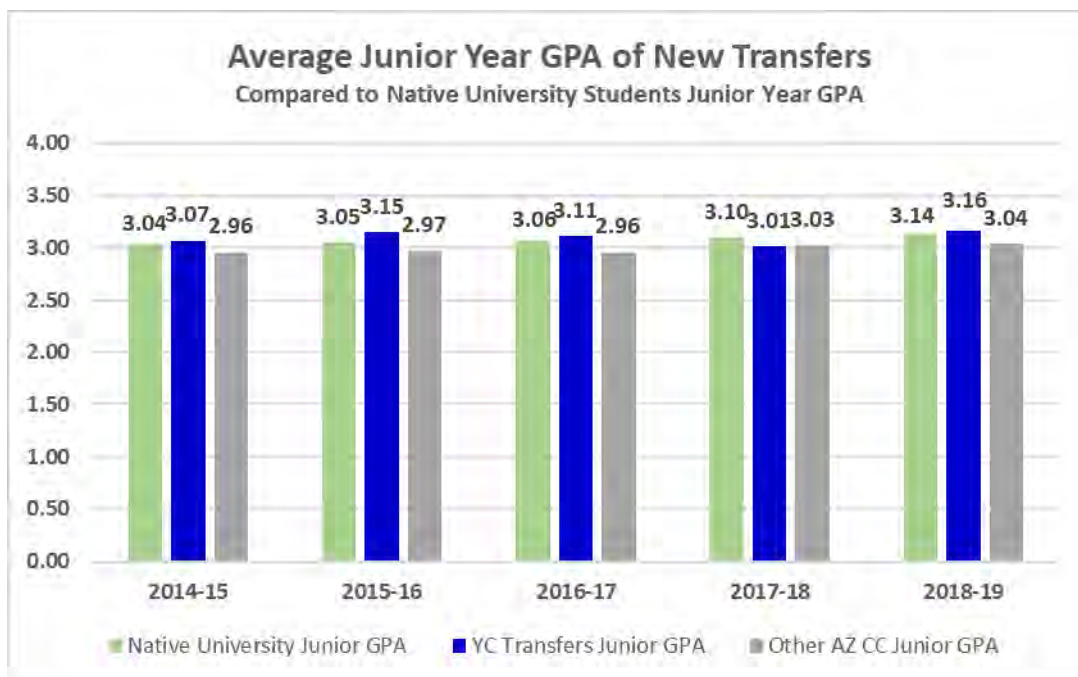


Source: National Community College Benchmark Project, 2019 Final Report

- Yavapai College First Year GPA: 3.14
- AZ Community College First Year GPA: 3.01

Yavapai College transfer students perform on par with both native university students as well as other AZ community colleges. Further comparison of YC transfer students' GPA in their junior academic year to the AZ statewide junior average and native freshmen university students resulted in the following:

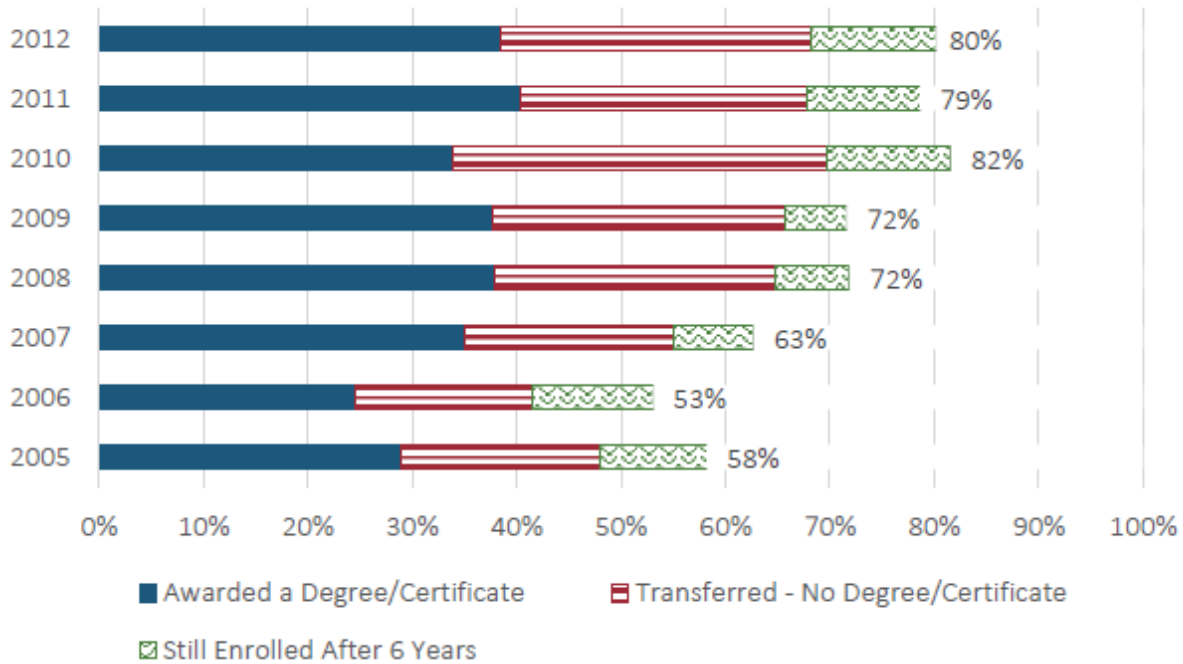
- Yavapai College Junior Year GPA: 3.16
- Other AZ Community Colleges Junior GPA: 3.04
- Native University students – Junior Year GPA: 3.14



Source: Arizona State System for Information on Student Transfer (ASSIST), 2018

- Eighty percent of learners in YC's 2012 Credential-Seeking Cohort achieved a successful outcome within 6 years. YC's successful outcomes is substantially higher than the Arizona community college average of 61%.

Percent of Learners Achieving a Successful Outcome



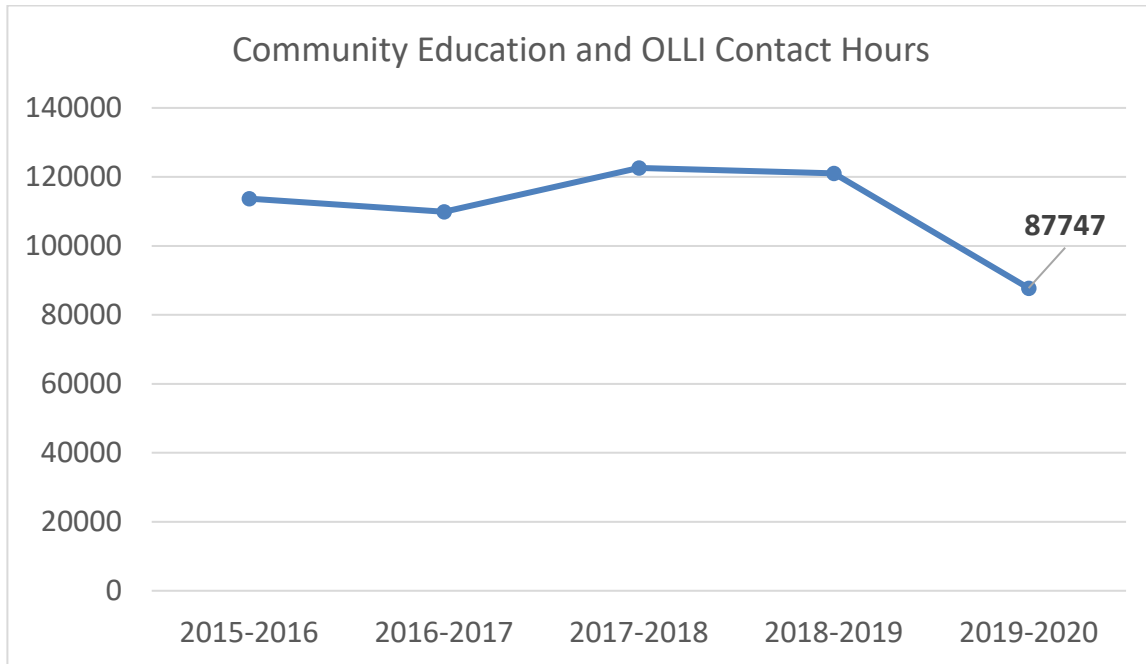
Source: Yavapai College 2019 Strategic Vision Outcomes Report



9-14-20 Tom
Graduate Summary.}

Non-Credit Students

- Community members take credit and non-credit courses and participate in the Osher Lifelong Learning Institute (OLLI) for personal enrichment.
- Community Education Non-Credit and OLLI contact hour enrollments showed steady growth prior to COVID-19. Due to COVID-19 related closures, contact hours finished at 87,747.



Sources: Office of Institutional Effectiveness and Research, Division of Lifelong Learning enrollment



9-8-20 Connie
Varga Dedup.Enroll

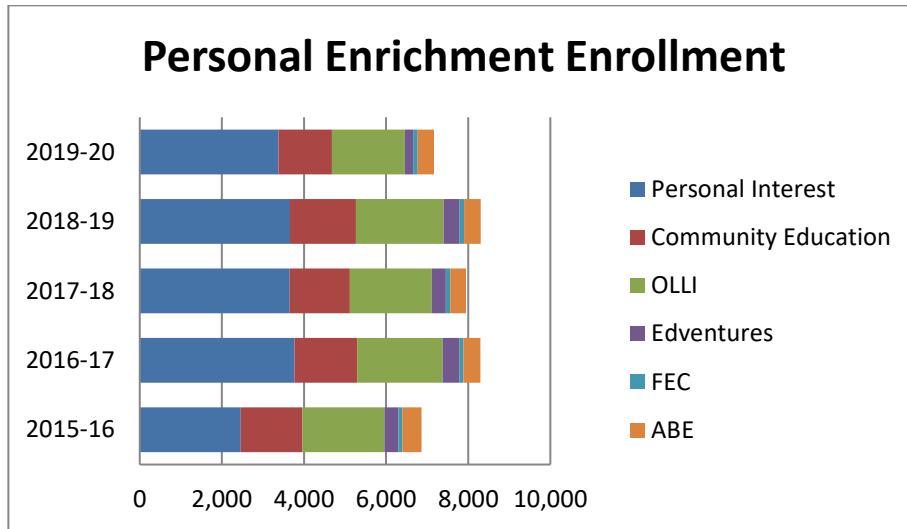
- Data reported by the National Community College Benchmark Project shows YC's non-credit student penetration rate ranks at the 70th percentile for public community colleges.

National Community College Benchmark Report, 2019

Form 14A: Market Penetration Students (AY 2017-2018)	Reported Value	%Rank
Non-Credit Student Penetration Rate	1.80%	70%

Sources: National Community College Benchmark Project 2019

- In 2019-2020, there were 3,376 personal interest students registered in credit courses. COVID-19 negatively impacted personal enrichment and community education enrollments that are almost exclusively offered in-person.



Sources: Office of Institutional Effectiveness and Research

President's Conclusion:

I report compliance.

Presidential Monitoring Worksheet for Executive Limitations Policies

Policy 2.2 – Treatment of Students

Compilation – October 2020

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

Executive Limitation 2.2	Treatment of Students The President shall not cause or allow conditions, procedures or decisions related to the treatment of students and others who use College programs and facilities that are unsafe, unfair, disrespectful, unnecessarily intrusive, or inconsistent with a culture of student success. Further, without limiting the scope of the above statements by the following list, the President shall not:	
Is the interpretation reasonable?	YES 5	NO
Does the data show accomplishment of the interpretation?	YES 5	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES 5	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO 5
Comments: McCarver: Policies are in place, although there were no specific data identified on reported violations or appeals related to those policies.		
Executive Limitation 2.2.1	Student Protections Permit students and others who use College programs and facilities to be without reasonable protections against hazards or conditions, including harassment that might threaten their health, safety or well-being.	
Is the interpretation reasonable?	YES 5	NO
Does the data show accomplishment of the interpretation?	YES 5	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES 5	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO 5
Comments:		

Sigafoos: COVID-19 procedures put into place the Spring were impressive.

Comments from the Coordinator: This worksheet was completed by all the Board members.

2.2 Treatment of Students Motion Options

2.2 Treatment of Students

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

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

2.2.1 Student Protections

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

MOTION OPTIONS:

1. If Board intends to accept Monitoring Report:

We have read the President's Monitoring Report regarding policy 2.2, we believe that the interpretation of the policy provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we accept the Monitoring Report for Policy 2.2.

2. If Board intends to not accept Monitoring Report:

If for Interpretation:

We have read the President's monitoring report regarding Policy 2.2, 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 2.2. I move that the President provide the Board with a new Monitoring Report for Policy 2.2 [at the X board meeting] [within X amount months] that includes a new interpretation.

or

If for Insufficient Evidence:

We have read the President's monitoring report regarding Policy 2.2, 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 2.2. I move that the President provide the Board with a new Monitoring Report for Policy 2.2 [at the X board meeting] [within X amount months] that provides sufficient evidence to support the conclusion of compliance.

District Governing Board Policy Self-Evaluation
Evaluation of Governance Process Policies
Policy 3.0 Governance Process
Compilation - October 2020

Item# 3.1.1

Governance Process 3.0	The purpose of the Yavapai College District Governing Board, on behalf of the taxpayers of Yavapai County and the State of Arizona, shall be to ensure that Yavapai College transparently achieves appropriate results at a justifiable cost, and avoids unacceptable actions and situations.	
Have we acted consistently with respect to this item of policy?		
	Check One	Specific Example to Support Your Response
Always	3	Chevalier: Unknown as the board or the public is not given a transparent budget by the College which details the activities undertaken by the college with associated costs. How else could we realistically evaluate this? As the budget does not present costs in any detail I can't comment on whether they are justifiable or not.
Most of the time	1	
Some of the time		
Rarely		
Never		McCarver: Ends Policies and Executive Limitations policies outline the expectations and the limitations that the President is held to. Regular monitoring ensures compliance with those policies. Annual financial audits ensure appropriate financial processes are followed.

Coordinators Comments: This worksheet was completed by all Board Members. Member Chevalier elected not to included a rating, only a comment.

District Governing Board Policy Self-Evaluation
Evaluation of Governance Process Policies
Policy 3.2 Board Job Description
Compilation - October 2020

Item#3.1.2

3.2 Board Job Description	As an informed agent of the ownership, the Board's specific job outputs are those that are unique to its trusteeship role and necessary to ensure appropriate organizational performance. Accordingly, the Board:
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Have we acted consistently with respect to this item of policy?
--

	Check One	Specific Example to Support Your Response
Always	1	<p>Sigafoos: This is the over arching statement. It is not really possible to evaluate it in a vacuum without looking at the components. See comments below in the various sub policy segments.</p> <p>Padilla: As a new board member I am not fully familiar with the board's actions as a single entity. I look forward to the board's upcoming training and work sessions.</p> <p>McCarver: This one is awkward to evaluate—basically if all the sub-policies are evaluated, this then is the global over-arching policy that says we are meeting our responsibilities.</p> <p>Chevalier: Certainly, some of the time yes but we do not know this in terms of approving how the college spends the taxpayer's money. We do not have a detailed budget. We do not know how the college spends money for many of the college's activities. No Detail given to the Board. Transparency is lacking.</p> <p>McCasland: Often lack of knowledge of appropriate board member roles are problematic.</p>
Most of the time	3	
Some of the time	1	
Rarely		
Never		

3.2.1 Ownership Linkage	And its ownership link shall be the link between the organization and its owners, who are residents of Yavapai County and those who are affected by Yavapai College.
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Have we acted consistently with respect to this item of policy?
--

	Check One	Specific Example to Support Your Response

District Governing Board Policy Self-Evaluation
Evaluation of Governance Process Policies
Policy 3.2 Board Job Description
Compilation - October 2020

Always	2	<p>Sigafoos: Ownership linkage has taken a back seat the last two years while the new Executive Leadership team of the College has taken hold. That, combined with the pandemic has made it hard to successfully schedule linkage events. That being said it is up to Board leadership to make certain that linkage events happen. It is one of the guiding principles of our governance responsibilities.</p> <p>Chevalier: We do not interact with the residents. We ignore the issues presented to the board in open forum.</p>
Most of the time	1	
Some of the time	1	
Rarely	1	
Never		
3.2.1.1 Commitment to Arizona Community Colleges	<p>Shall strive to appropriately balance the importance of local responsiveness and control within the context of statewide needs and issues and commits to cooperating with all other Arizona community colleges through meaningful dialogue and open sharing of information in order to:</p> <p>a) Align the Ends of Yavapai College with efforts to meet the learning needs of all Arizona's communities efficiently and effectively;</p> <p>b) Assist one another in meeting high standards of public accountability; and</p> <p>c) Build the capacities of all our institutions.</p>	
Have we acted consistently with respect to this item of policy?		
	Check One	Specific Example to Support Your Response
Always	1	<p>Sigafoos: Our commitment to the state association of Community College trustees has worked well in the past two years.</p> <p>Chevalier: How could we, Board members, know the needs of all of the Arizona communities? We do not discuss this at Board meetings. Where are we supposed to get this information? I don't have it. I don't know what Navajo or Pima or any other county needs are. And there are parts of Yavapai County that I do not know the resident's needs. Is this a realistic requirement for Board members? Should we scrap it? If not, how do we obtain it?</p>
Most of the time	3	
Some of the time		
Rarely		
Never		

District Governing Board Policy Self-Evaluation
Evaluation of Governance Process Policies
Policy 3.2 Board Job Description
Compilation - October 2020

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

Have we acted consistently with respect to this item of policy?

	Check One	Specific Example to Support Your Response
Always	3	<p>Sigafoos: We, the Board, have produced the policies in the prescribed fashion in prior years but we haven't met with each other in a Board retreat in the last two years. Most of the reasons for that lack is due to the complete leadership change at the executive level and the Covid-19 restrictions on face to face meetings. Virtual meetings for this purpose are less than adequate, in my opinion.</p>
Most of the time	2	
Some of the time		
Rarely		
Never		

3.2.1.3 Assurance	Shall monitor the President's performance in order to ensure successful fulfillment of Ends.
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Have we acted consistently with respect to this item of policy?

	Check One	Specific Example to Support Your Response
Always	4	
Most of the time	1	
Some of the time		
Rarely		

District Governing Board Policy Self-Evaluation
Evaluation of Governance Process Policies
Policy 3.2 Board Job Description
Compilation - October 2020

Never		
3.2.1.4 Other Activities	Shall also approve names for District real property as recommended by the President.	
Have we acted consistently with respect to this item of policy?		
	Check One	Specific Example to Support Your Response
Always	5	Sigafoos: Only one instance in the last several years -- the Pavilion on the Verde campus.
Most of the time		
Some of the time		
Rarely		
Never		

Coordinators Comments: This worksheet has been completed by all Board Members. Please note Member Chevalier elected to leave 3.2.1.1 blank.

District Governing Board Policy Self-Evaluation
Evaluation of Board-President Linkage Policies
Policy 4.2 Accountability of the President
Compilation - October 2020

Item# 3.1.3

4.2 Accountability of the President	The President shall be the Board's only link to operational achievement and conduct, so that all authority and accountability of staff, as far as the Board is concerned, shall be considered the authority and accountability of the President. Accordingly:	
Have we acted consistently with respect to this item of policy?		
	Check One	Specific Example to Support Your Response
Always	2	Sigafoos: This is the over arching statement. It is not really possible to evaluate it in a vacuum without looking at the components. See comments below in the various sub policy segments.
Most of the time	3	
Some of the time		
Rarely		
Never		

4.2.1 Delegation of Employment Contract Authority	Pursuant to A.R.S. 15-1444(A)(6) & (B)(4), the Board hereby delegates to the College President all of its authority to employ; specifically, it delegates all of its authority to enter into, amend, or terminate all employment contracts on behalf of the College, without the need for the Board to approve such actions before they are effective, except for any actions taken with regard to a contract of employment for the position of College President. The College President may designate others serving under the President to assist with this duty; however, the College President shall continue to be responsible to the Board for the satisfactory execution of the delegated duty. This delegation may be rescinded in whole or in part at any time by the Board.	
Have we acted consistently with respect to this item of policy?		
	Check One	Specific Example to Support Your Response
Always	5	Sigafoos: This is a paraphrase of the statute.
Most of the time		
Some of the time		

District Governing Board Policy Self-Evaluation
Evaluation of Board-President Linkage Policies
Policy 4.2 Accountability of the President
Compilation - October 2020

Rarely		
Never		
4.2.2 President Performance	The Board shall view the President's performance as identical to organizational performance, so that organizational accomplishment of Board stated Ends and avoidance of Board proscribed means shall be viewed as successful President performance.	
Have we acted consistently with respect to this item of policy?		
	Check One	Specific Example to Support Your Response
Always	4	Sigafoos: Aspirational.
Most of the time	1	
Some of the time		
Rarely		
Never		

4.2.3 Other Staff Performance	The Board shall not evaluate, either formally or informally, any staff other than the President.	
Have we acted consistently with respect to this item of policy?		
	Check One	Specific Example to Support Your Response
Always	4	
Most of the time	1	
Some of the time		
Rarely		
Never		

Coordinators Comments: This worksheet has been completed by all Board Members

District Governing Board Policy Review
Review of Board-President Linkage Policies
Policy 4.3 Delegation to the President
Compilation - October 2020

Item# 3.1.4

4.3 Delegation to the President	The Board shall instruct the President through written policies which prescribe the organizational Ends to be achieved, and describe organizational situations and actions to be avoided, allowing the President to use any reasonable interpretation of these policies. Accordingly:	
Is this policy still relevant and useful to the governance process?		
	Check One	If No, why is it not relevant or useful?
Yes	5	McCarver: This process defines the long-term goals for the college, and the limitations placed on the President as she works to accomplish them. This is essential to keep the Board work at the policy level, clearly defining the Board's role in policy, and the President's role in leading the administration and operations of the college.
No		
If "No", does this policy need to be:		
	Check One	If Revised/Replaced, provide suggested revision.
Revised/Replaced	2	Chevalier: The goals are too broad. Need more detail.
Removed		
4.3.1 Ends Policies	The Board shall develop policies instructing the President to achieve certain results for certain recipients at a specified cost. These policies shall be developed systematically from the broadest, most general level to more defined levels, and shall be called Ends policies.	
Is this policy still relevant and useful to the governance process?		
	Check One	If No, why is it not relevant or useful?
Yes	5	Chevalier: But we need more detailed policies.
No		
If "No", does this policy need to be:		
	Check One	If Revised/Replaced, provide suggested revision.
Revised/Replaced	2	Chevalier: More detailed policies.

District Governing Board Policy Review
Review of Board-President Linkage Policies
Policy 4.3 Delegation to the President
Compilation - October 2020

Removed		McCasland: Suggest rewriting and maintaining the new intent without all the numbers.
4.3.2 Executive Limitations Policies	The Board shall develop policies which limit the latitude the President may exercise in choosing appropriate organizational means. These policies shall be developed systematically from the broadest, most general level to more defined levels, and they shall be called Executive Limitations policies. Single limitations below the global level do not limit the scope of the foregoing level.	
Is this policy still relevant and useful to the governance process?		
	Check One	If No, why is it not relevant or useful?
Yes	5	Chevalier: But see below.
No		
If "No", does this policy need to be:		
	Check One	If Revised/Replaced, provide suggested revision.
Revised/Replaced	2	Chevalier: Need more detailed limitations.
Removed		McCasland: Review for updates.
4.3.3 President's Authority	As long as the President shall use any reasonable interpretation of the Board's Ends and Executive Limitations policies, the President shall be authorized to establish all further policies, make all decisions, take all actions, establish all practices and develop all activities.	
Is this policy still relevant and useful to the governance process?		
	Check One	If No, why is it not relevant or useful?
Yes	4	Chevalier: Far too broad - take <u>ALL</u> Actions establish <u>ALL</u> practices, develop <u>ALL</u> activities - NO.
No	1	
If "No", does this policy need to be:		
	Check One	If Revised/Replaced, provide suggested revision.
Revised/Replaced	1	Chevalier: Make it more protective of the public.
Removed		

District Governing Board Policy Review
Review of Board-President Linkage Policies
Policy 4.3 Delegation to the President
Compilation - October 2020

4.3.4 Change in Policies	The Board may change its Ends and Executive Limitations policies, thereby shifting the boundary between Board and President domains. By doing so, the Board changes the latitude of choice given to the President. But as long as any particular delegation is in place, the Board shall respect and support the President's choices.	
Is this policy still relevant and useful to the governance process?		
	Check One	If No, why is it not relevant or useful?
Yes	5	
No		
If "No", does this policy need to be:		
	Check One	If Revised/Replaced, provide suggested revision.
Revised/Replaced		
Removed		
Are there any additions that you would suggest for this set of policies?		
	Check One	If Yes, provide suggested additions.
Yes	2	Chevalier: Start from zero, thoroughly discuss and rewrite. Padilla: Not at this time. McCasland: Review an update to include monitoring of work outputs, achievement of mutually approved goals and leadership.
No	2	

Coordinators Comments: This worksheet was completed by all Board Members.

Item # 3.1.5

Yavapai College District Governing Board Evaluation Procedure
 Model Standards of Good Practices for Boards
 In Support of Effective Community College Governance
 From Good to Great

The Board evaluation procedure allows each individual Board member to self-evaluate a particular factor of Board knowledge or behavior. It also provides the Board member an opportunity to evaluate his/her perception of the knowledge or behavior of the Board as a whole.

Rating Scale:

1. Minimal
2. Marginal/Below Average
3. Average
4. Above Average
5. Exceptional

Each Member of the Board shall endeavor to follow these principles:

	SELF		BOARD AS A WHOLE
1.	5=2 Board Members	That it derives its authority from the community and that it must always act as an advocate on behalf of the entire community.	3=1 Board Member 4=1 Board Member
2.	5=1 Board Member	That it much clearly define and articulate its role.	4=1 Board Member
3.	5=2 Board Members	That it is responsible for creating and maintaining a spirit of true cooperation and a mutually supportive relationship with its President.	4=2 Board Members
4.	5=2 Board Members	That it is aware of the importance of advocacy and know its role for student success.	4=2 Board Members
5.	5=1 Board Member 4=1 Board Member	That its Board Member know the value of a sound governance process and document those processes to leave a legacy for their successors.	4=2 Board Members
6.	5=2 Board Members	That its Board Members are aware of the proper and legal use of email and other social media platforms.	4=2 Board Members
7.	5=2 Board Members	That its behavior and that of its members, exemplify ethical behavior and conduct that is above reproach.	4=2 Board Members

8.	5=2 Board Members	That it endeavors to remain always accountable to the community.	4=1 Board Member 5=1 Board Member
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Five (5) THINGS OUR BOARD DOES WELL:

1.	<p>McCasland: All consistently participate in discussion of Board actions.</p> <p>Padilla: Stayed on Agenda.</p>
2.	<p>McCasland: Committed to being prepared for each meeting and remain focused.</p>
3.	<p>McCasland: Long time Board members sharing valued history and experiences.</p>
4.	
5.	

Five (5) THINGS OUR BOARD COULD IMPROVE ON:

1.	<p>McCasland: Respect for differences of opinions.</p> <p>Padilla: A review of the individual board member roles.</p>
2.	<p>McCasland: Focus on Board roles and discussion of possible future college endeavors.</p>
3.	<p>McCasland: Make comments mindful of our Board and College Ends to our first priority or providing educational opportunities for the citizens of Yavapai College.</p>
4.	

	McCasland: Before commenting, ask yourself “Does my statement contribute to achieving student success?”
5.	

Comments from Coordinator: Worksheet was completed by Chair McCasland and Member Padilla.

Item # 3.2.2

Yavapai College
Budget to Actual Status by Fund
August 2020

The President's Monthly report below provides a brief financial status of each of the District's five funds as of August 31, 2020.

Source: Monthly Revenue and Expenditure
Financial Reports

General Fund



As of August 31, 2020, the General Fund has a surplus of \$2,710,600. This is primarily the result of tuition and fee revenues being recorded for the fall 2020 semester.

For the fiscal year ended June 30, 2021, General Fund revenues are projected to be under budget by \$434,500 and expenditures are projected to be under budget by \$579,300, resulting in a net surplus of \$ — a .3% positive variance.

Auxiliary Fund



As of August 31, 2020, the Auxiliary Fund has a small deficit and for the fiscal year ended June 30, 2021, the Auxiliary Fund is projected to exceed budget due to the effects of COVID-19. The largest decreases are expected to be in the residence halls, the FEC and community events. Several full-time employees have been moved to other departments which will lessen the impact. The total amount of the shortfalls will depend upon several factors including the college's ability to operate at closer to normal levels in the spring of 2021.

Unexpended Plant Fund



As of August 31, 2020, the Unexpended Plant Fund has a deficit of \$1,060,200 due to a significant amount of Capital Improvement Projects (CIP) being encumbered for the fiscal year. The supporting revenues to cover this deficit will be received over the remaining fiscal year.

For the fiscal year ended June 30, 2021, the Unexpended Plant Fund is projected to be within budget

Restricted Fund



The Restricted Fund, which accounts for federal, state and private monies, includes expenditures that are restricted to the amount of grants or gifts received and which do not exceed the grant award or gift received. Restricted Funds are primarily driven by federal financial aid which will fluctuate depending on the financial needs of our students. As of August 31, 2020, the Restricted Fund has a small surplus and is expected to be at budget for the fiscal year.

Debt Service Fund

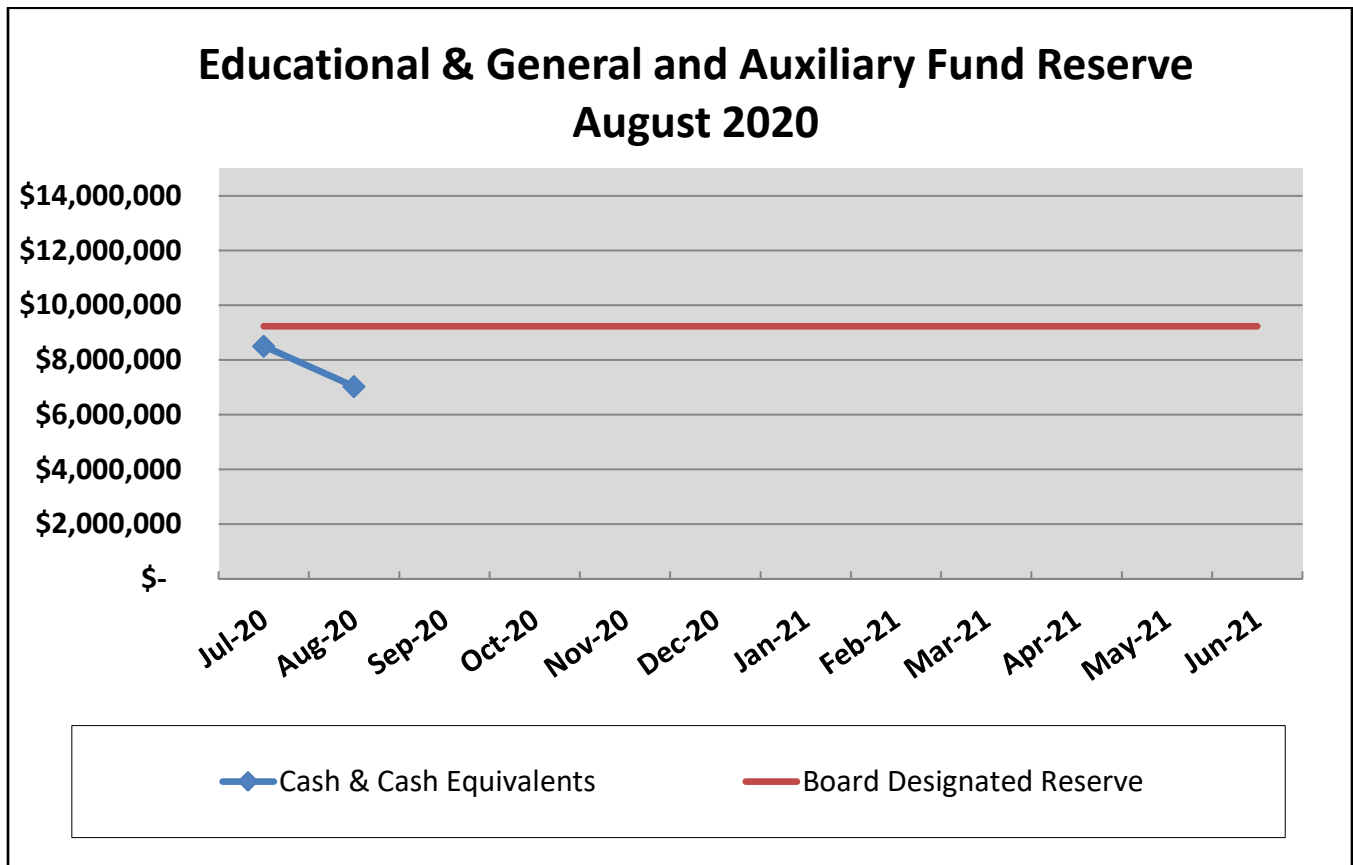


The Debt Service Fund accounts for the monies used to pay the interest and principal on the District's long-term bonds. College debt is at fixed rates of interest—for the two months ended August 31, 2020, there were no variances from budget.

Yavapai College Cash Reserves August 2020

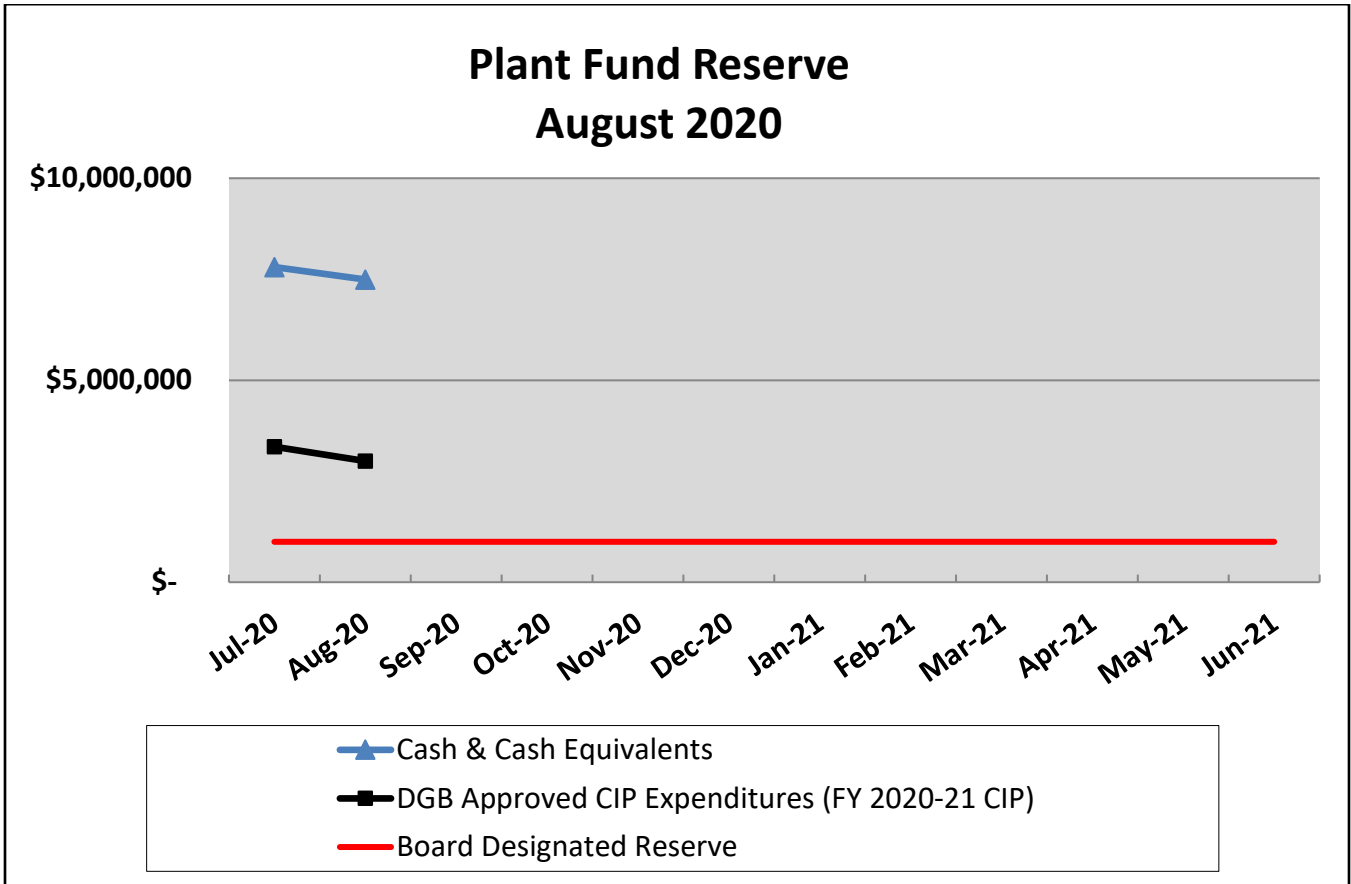
The President's monthly report on cash reserves below displays the District's reserves at August 31, 2020, in relation to the District Governing Board's (DGB) reserve requirements.

Source: Banner Finance



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

As of August 31, 2020, Current Fund reserves have temporarily dropped below the DGB's reserve requirements. This dip generally occurs two times per year, during the months preceding the collection of property taxes by the county. We expect the Current Fund reserves to exceed the DGB's threshold within a reasonable amount of time.

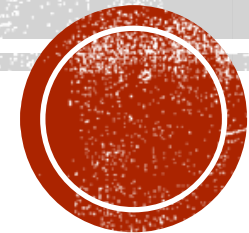


Plant Fund Reserves shall not drop below \$1 million.

As of August 31, 2020, Plant Fund reserves have exceeded the DGB's \$1,000,000 designated reserve and are currently above the amount of monies needed to cover the next ten months of CIP that have been approved by the DGB.

COMPASSIONATE CARE IN BEHAVIORAL HEALTH

A 12-credit-hour Online Program for Spectrum Health Employees



Project Lead: Karly Way, Ph.D.

Social & Behavioral Sciences, Verde Valley Campus

COLLABORATION BETWEEN SPECTRUM HEALTH GROUP & YAVAPAI COLLEGE

- **An employer-focused project for employee professional development**
 - Free to employees (tuition reimbursement by Spectrum)
- **Spectrum Partners:**
 - April Rhodes, CEO
 - Jessie Peters, VP Strategic Initiatives
- **Yavapai College Partners:**
 - Dr. Lisa Rhine, President
 - Dr. Diane Ryan, VP Strategic Initiatives
 - Dr. Tina Redd, Verde Valley & Sedona Campus Dean
 - Heather Mulcaire, Associate Dean




AT SPECTRUM
HEALTHCARE,
WE HAVE
ONE PRIORITY...**YOU!**

■ ■ ■ ■

- Primary Care
- Family Healthcare
- Behavioral Health
- Psychiatry

Dr. Karly Way | PSY 101



Psychology 2e. CALIFORNIA COMMUNITY COLLEGES ONLINE EDUCATION INITIATIVE opens

Welcome to Online Psychology 101!

Our course officially begins on **Monday, October 12th!**

Please click on the links below for a quick overview of our class.

Take a look at our [Syllabus](#) and post to our [Introduce Yourself](#) discussion by **Thursday, Oct. 15 @11:59 pm** to confirm your enrollment in the course.

You'll notice that yes, your textbook is FREE and embedded right in our course!! (Are you smiling? I hope so!)

Please email me (Karly.Way@yc.edu) if you have any questions or concerns.

Click on the following to begin your review of our course:

FOUR EXISTING YAVAPAI COLLEGE COURSES

- COM 134 Interpersonal Communication
- PSY 101 Intro to Psychology
- SOC 140 Sociology of Relationships & Family
- SOC 250 Social Problems

Built in 8-week online modules

Completely OER (free Open Education Resources)

With content & assessments tailored to meet the specific needs of our community partner.

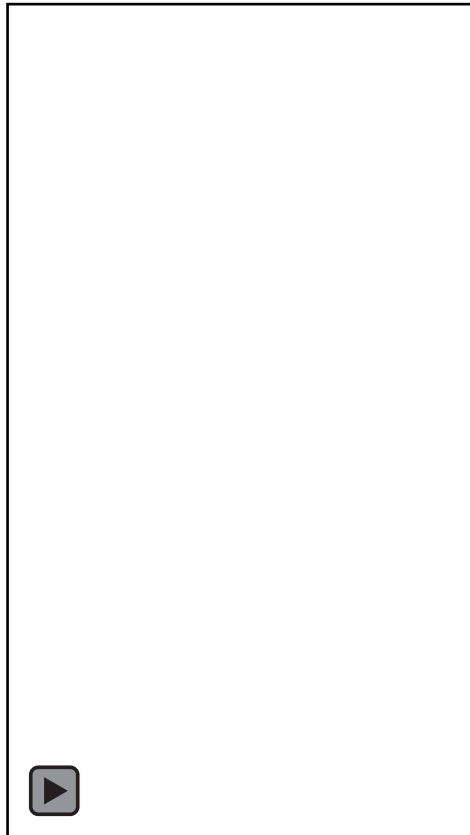
FALL 2020:

COM 134 INTERPERSONAL COMMUNICATION

- Collaboration approved by Spectrum Leadership Team in July 2020
- First 8-week course (COM 134) began on August 17 (closed on October 11)
- 25 students enrolled in COM 134:
 - Cottonwood (n=12)
 - Clarkdale (n=1)
 - Camp Verde (n=3)
 - Rimrock (n=1)
 - Cornville (n=3)
 - Sedona (n=1)
 - Chino Valley (n=2)
 - Prescott (n=1)
 - Prescott Valley (n=1)



STUDENT FEEDBACK ON FAVORITE TOPICS



- **Mindful Listening**
- Collaborating as a Team
- **De-escalating Conflict**
- Assertiveness vs. Aggressiveness
- **Setting Boundaries**
- Emotional Intelligence
- **Self-Knowledge & Self-Awareness**
- The Fundamental Attribution Error



A WIN-WIN-WIN

- Win for Spectrum Health:
 - Provides focused training to Spectrum employees on compassionate care
- Win for Spectrum Employees:
 - Offers (free) 8-week college courses that can fit into busy work/family lives
- Win for Yavapai College:
 - Introduces new students to the College
 - Is the first step in creating a “portable training model” to benefit other local/county employers
- Questions??



Item # 3.3.2

Proposal

Arizona Association of Community College Trustees (AACCT) Funding for Professional Staff and Operational Expenses

Proposal: Fund two (2) professional support positions and provide general operational funds within the organizational structure and budget of the Arizona Community College Coordinating Council (AC4) through its annual district member dues assessment. The proposal is to hire a Director of the Arizona Association of Community College Trustees (AACCT) to support Trustees, and an Administrative Assistant to support both the Director of AACCT and the Executive Director of AC4. Both positions would be contracted/remote positions and would report to the Executive Director, AC4 (all positions and services at AC4 are currently contracted/remote, including the Executive Director).

Cost: \$150,000 increase in dues assessment (urban-only funded) to support AC4 for the purposes itemized below (current annual dues assessment to districts is \$300,000 per year):

Director of AACCT:	\$65,000 *
Administrative Assistant:	\$35,000 *
General Support Funding	<u>\$50,000</u> (supplies, bd development costs, etc.)
Proposed Budget Increase:	\$150,000

*Estimated at 70% of typical salary for position w/o benefits

Washington State Model: There are states in the country that have active and successful trustee organizations for community colleges - Washington State is one of them. The Washington State Association of College Trustees (ACT) has a Full-time Director and Administrative Assistant that are dedicated to serving its state trustees and are housed in the offices of the Washington State Board for Community and Technical Colleges. They involve their state trustee board members in board development activities at the national and state levels and orient them on effective advocacy strategies to support community colleges statewide while lobbying at the state legislature and in the Congress when attending ACCT events on Capitol Hill. The organization coordinates closely with

the statewide Board of Presidents to ensure that there is coordination and effective advocacy at the State Capitol with the goal of speaking in “one voice” in support of the state’s community colleges and students. ACT is partially funded through a dues support structure from its community college districts on a per FTSE basis and the professional staff salaries are funded by the state. Most travel and conference costs are provided by the respective districts of participating trustees.

Need: The Arizona District Governing Boards Association (ADGB) was previously an organization that was active in supporting the overall mission of community colleges and advocating to increase state/federal funding. In the past few years, the trustee organization has not had adequate professional staff support and funding to realize its potential to be more effective in its support and advocacy for community colleges that they are charged with governing in Arizona, and it is an important voice that needs to be amplified.

Proposal Timeline: AACCT and AC4 consideration of the proposal by September/October. If approved, the goal would be to hire the proposed professional staff support by the end of the 2020 year and be fully operational by January 1, 2021.

Item # 3.4.1

DATES AND PLACES OF FUTURE MEETINGS – FY 2020-2021	
TYPE OF MEETING	DATE/DAY/TIME/LOCATION
JUNE 2020– NO BOARD MEETINGS	
Regular Board Meeting*	July 28, 2020 Friday, Time 2 p.m. Location: Zoom
Board Special Session	August 5, 2020 Wednesday, Time 1 p.m. Location: Zoom
Regular Board Meeting	September 8, 2020, Tuesday, 1:00 p.m. Location: Rock House or Zoom
Regular Board Meeting*	October 20, 2020 Tuesday, 1:00 p.m. Location: Sedona Center or Zoom
Regular Board Meeting*	November 17, 2020, Tuesday, 1:00 p.m. Location: Verde Valley Campus or Zoom
Board Dinner	Week of December 6-11, 2020 Location: TBA
Budget Workshop/Regular Meeting	January 12, 2021, Tuesday 9:00 a.m. Location: Rock House or Zoom
Regular Board Meeting	February 9, 2021, Tuesday, 1:00 p.m. Location: Chino Campus or Zoom
Two-Day Board Retreat	TBA Location: Prescott Valley Campus or Zoom
Regular Board Meeting	March 9, 2021, Tuesday, 1:00 p.m. Location: CTEC Campus or Zoom
Regular Board Meeting	April 13, 2021, Tuesday, 1:00 p.m. Location: Rock House or Zoom
Regular Board Meeting	May 18, 2021, Tuesday, 1:00 p.m. Location: Prescott Campus Community Room (19-147) or Zoom
JUNE 2021 NO REGULAR BOARD MEETING	
JULY 2021 NO REGULAR BOARD MEETING	

*Regular Board Meeting not held on the typical 2nd Tuesday of the month.

2020-2021
District Governing Board
Calendar

Item #3.4.1.1
Item #3.4.1.2
Item #3.4.1.3

Dates

Month	Meeting Type
June	No Meeting
Tuesday, July 28, 2020 2:00pm Zoom	Regular Meeting
Tuesday, August 4, 2020 4:00pm Zoom	Special Session
Tuesday, September 8, 2020 1:00pm Rock House or Zoom	Regular Meeting
Tuesday, October 20, 2020 1:00pm Sedona Campus or Zoom	Regular Meeting
Tuesday, November 17, 2020 1:00pm Verde Valley Campus or Zoom	Regular Meeting
Week of December 6-11, 2020 TBA	Board Dinner
Tuesday, January 12, 2021 9:00am Rock House or Zoom	Budget Workshop/Regular Meeting
Tuesday, February 9, 2021 1:00pm Chino Campus or Zoom	Regular Meeting
Friday & Saturday, February 12 & 13, 2021 Or Friday & Saturday, February 26 & 27, 2021 TBA Prescott Valley Campus or Zoom	Two-Day Board Retreat
Tuesday, March 9, 2021 1:00pm CTEC Campus or Zoom	Regular Meeting
Tuesday, April 13, 2021 1:00pm Rock House or Zoom	Regular Meeting
Tuesday, May 18, 2021 1:00pm Prescott Campus Community Room (19-147) or Zoom	Regular Meeting

Item #3.4.2

DATES AND PLACES OF EVENTS – FY 2020-2021	
TYPE OF EVENT	DATE/DAY/TIME/LOCATION
ACCT Leadership Congress	August 3, Monday - 6, Thursday, 2020 -Time: 11-1:15PM Eastern Location: Zoom *If interested please registrar with Scottie
Fall Convocation	August 10, 2020, Monday 9:30 a.m. – 4:00 p.m. Location: Virtual
ACCT Virtual Leadership Congress *YC Presentation-COVID-19: Challenges Imposed, Lessons Learned	Monday October 5 – Thursday October 8 Location: Virtual *Tuesday October 6 th 12:15-1:15 (Arizona Time)
Northern Arizona Regional Training Academy (NARTA) Commencement	December 10, 2020, Thursday – Time: 11 am Location: Prescott Campus – Performing Arts Center
Nursing Pinning Ceremony	December 11, 2020, Friday – 1:00 pm Location: Prescott Campus – Performing Arts Center
Nursing Pinning Ceremony	May 12, 2021, Wednesday – 4:00 pm Location: Prescott Campus – Performing Arts Center
Verde Valley Commencement	May 14, 2021 Friday – Time: TBA Location: Verde Valley Campus
Prescott Commencement	May 15, 2021 Saturday – Time: TBA Location: Performing Arts Center
GED Graduation Ceremony	May 22, 2021, Saturday – Time: 1:00-3:00 pm Location: Prescott Campus – Performing Arts Center
Northern Arizona Regional Training Academy (NARTA) Commencement	May 27, 2021, Thursday – Time: TBA Location: Prescott Campus – Performing Arts Center
ACCT Leadership Congress 2021	Wednesday October 13 – Saturday October 16, 2021 Location: San Diego, California