Yavapai College

District Governing Board Regular Meeting

Tuesday, September 19, 2023 1:00 p.m

> Prescott Campus The Rock House 1100 E. Sheldon Drive Prescott, AZ 86301

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

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

If the agenda includes an Open Call, members of the public will have no more than 3 minutes to speak. The time allotted for each speaker may be less than 3 minutes, depending on the number of individuals wishing to address the board at the meeting and the board president's determination of the total time available for open call at the meeting, given the other matters on the board's agenda. *In addition, if there are a number of people who wish to speak about the same issue and who have the same viewpoint about that issue, the board president may direct them to appoint a representative or representatives to speak for the entire group. Members of the board may not discuss items that are not specifically identified on the agenda but that are raised in Open Call. Matters raised during Open Call that are on the current board agenda may be discussed and/or decided by the board at the appropriate time on the agenda.

AGENDA

- 1. General Functions: Procedural
 - a. Call to Order {Time: 1}
 - b. Pledge of Allegiance {Time: 1}
 - c. Adoption of Agenda **DECISION** {Time: 1}

- 2. Study Session
 - a. Open Call **INFORMATION** {Time: 10}
 - b. President's Reports Dr. Lisa Rhine **INFORMATION** {Time: 60}
 - i. Presidents Report on Board Policy 205, Treatment of Students and Enrollment Mr. Rodney Jenkins, Vice President of Student Development (Attached)
 - ii. College Council Dr. Kimberly Moore, Dr. Janet Nix, and Mr. Rodney Jenkins
 - 1. Faculty Senate Mr. Bryan Robertson & Dr. Andrew Winters (Attached)
 - 2. Staff Association Mr. Jeremy Poehnert (*Attached*)
 - 3. Student Government Association Ms. Susanna Marcinek, President of Yavapai College Student Government Association (Attached)
 - iii. Budget to Actual Monthly Report and Cash Reserves Monthly Report (Attached)
 - c. COBOD 3D Construction Printer Presentation Dr. Kimberly Moore, Chief Workforce Innovation Officer - INFORMATION AND DISCUSSION {Time: 30} (Attached)
 - d. Property and Housing Update Dr. Clint Ewell, Vice President of Finance, **INFORMATION AND DISCUSSION** {Time: 30} (*Attached*)
 - e. Review of Board Roles and Responsibilities Dr. David Borofsky **INFORMATION AND DISCUSSION** {Time: 30}
 - f. Board Liaisons' Reports **INFORMATION AND DISCUSSION** {Time: 10}
 - i. Board Spokesperson Board Chair McCasland
 - ii. Arizona Association of Community College Trustee (AACCT) Board Chair McCasland
 - iii. Yavapai College Foundation Member Steve Bracety
 - g. Dates and Time of Future Meetings and Events INFORMATION AND DISCUSSION {Time: 5}
 - i. 2023-2024 Dates, Times, and Places of Future Board Meetings, Workshops, and Retreats (*Attached*)
 - ii. 2023-2024 Dates, Times, and Places of Future College Events (Attached)
 - iii. 2023-2024 Dates, Times, and Places of Future National, State, and Local Events (Attached)
- 3. Board Business
 - a. Association of Community College Trustees (ACCT) Delegate Board Chair
 McCasland INFORMATION, DISCUSSION AND DECISION {Time: 10}
 - b. Consent Agenda **DECISION** {Time: 5}
 - i. Truth in Taxation Public Hearing Minutes Tuesday, May 16, 2023 (*Attached*)

- ii. Truth in Taxation Special Meeting Minutes Tuesday, May 16, 2023 (Attached)
- iii. Budget Public Hearing Minutes Tuesday, May 16, 2023 (Attached)
- iv. Budget Adoption Minutes Tuesday, May 16, 2023 (Attached)
- v. Regular Meeting Minutes Tuesday, May 16, 2023 (*Attached*)
- vi. Board Self-Assessment Workshop Minutes Tuesday, May 23, 2023 (Attached)
- vii. Special Meeting Minutes Thursday, June 8, 2023 (Attached)
- viii. Board Executive Session Confidential Minutes Thursday, June 8, 2023
- ix. Special Meeting Minutes Thursday, August 17, 2023 (Attached)
- x. Board Executive Session Confidential Minutes Thursday, August 17, 2023
- xi. 2023-2024 Independent Contractor Agreement Association of Community College Trustees (*Attached*)
- xii. Intergovernmental Agreement Arizona Department of Economic Development Services (AZDES) – Amendment #2 – Higher Education Child Care Project (*Attached*)
- xiii. Intergovernmental Agreement Mountain Institute Career Technical Educations District No. 2 (MICTED) Architectural Services (*Attached*)
- xiv. Receipt of Report on Revenues and Expenditures for July 2023 (Attached)
- xv. Acceptance of President's Report on Board Policy 205 Treatment of Students and Enrollment

c. Executive Session

- i. A.R.S. §38-431.03(A)(1), Board's Goals for President's 2023-2024 Evaluation – Board Chair McCasland – PROCEDURAL {Time: 90}
- d. Convene in Public Session
 - i. Possible Action: Board's Goals for President's 2023-2024 Evaluation as the Result of Executive Session – Board Chair McCasland – DECISION {Time: 5}
- 4. Adjournment of Board Regular Meeting: Procedural **DECISION** {Time: 1}

Student Affairs

TREATMENT OF STUDENTS POLICY205



Supporting and And Protecting Students

Student Code of Conduct – Community Standards

Housing Handbook

Annual Clery Security Report – Timely Warnings of Security Threats (YCPD)

4.7 – Processing Complaints

Appeal of Academic and Non-Academic Decisions Process

You can also record a video inside the editor! Go to 'Uploads' and click on 'Record yourself'.

10.4 Title IX- Sexual Harassment

10.08 Prohibited Harassment

10.06 Antidiscrimination

10.05 Student and Employee Grievance



10.10 Public Access and Expression on College Property 5 of 95



Title IX & Harassment

We are required to prevent, stop, and remedy sexual harassment and discrimination.

YC reported cases are very low.

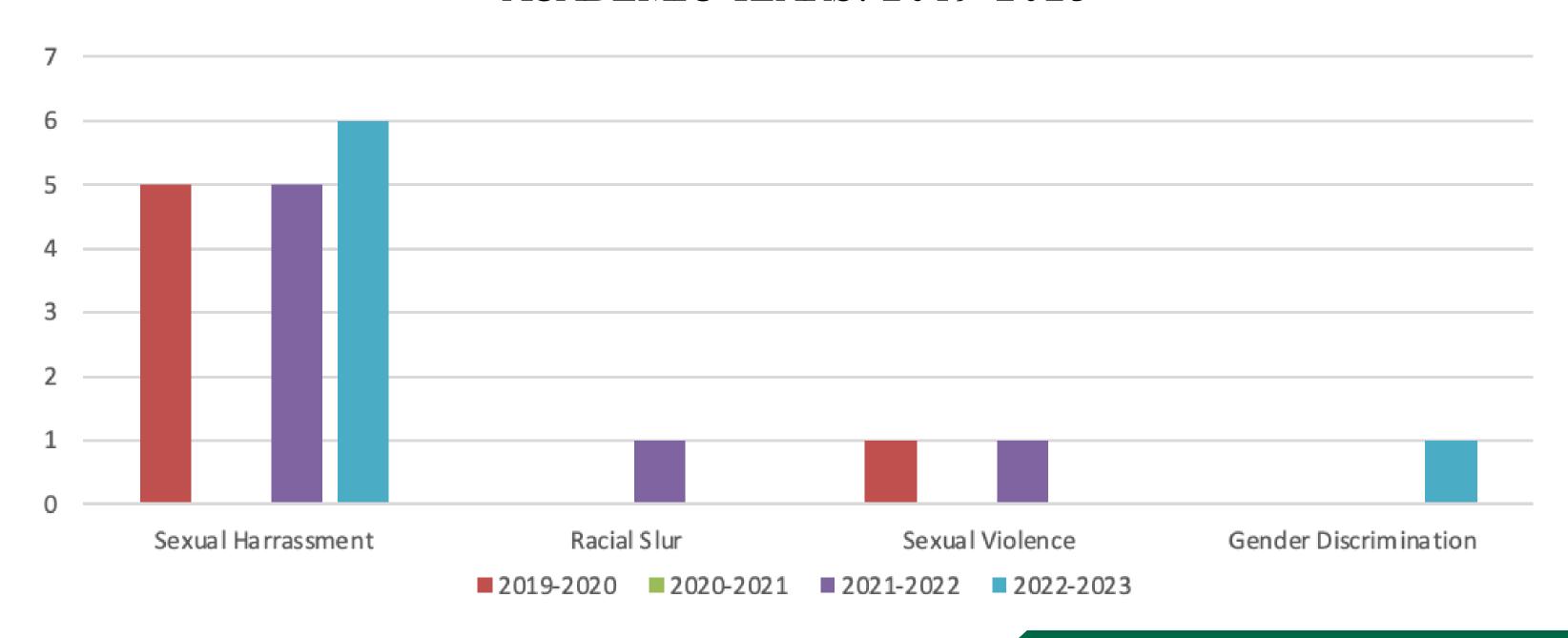
We are required to investigate and report all incidences.

We are required to train the Title IX Team – each year.

We offer sexual harassment training to all students and require training for all residence hall students and employees.

Title IX Cases per Academic Year

TITLE IX, SEXUAL HARASSMENT & DISCRIMINATION CASES ACADEMIC YEARS: 2019-2023





Student Conduct & Community Standards

Student Code of Conduct outlines behavior expectations within our Community and applies a consistent response to violations of the Code.

Legalization of Recreational Marijuana in AZ resulted in a significant increase in conduct cases since 2020.

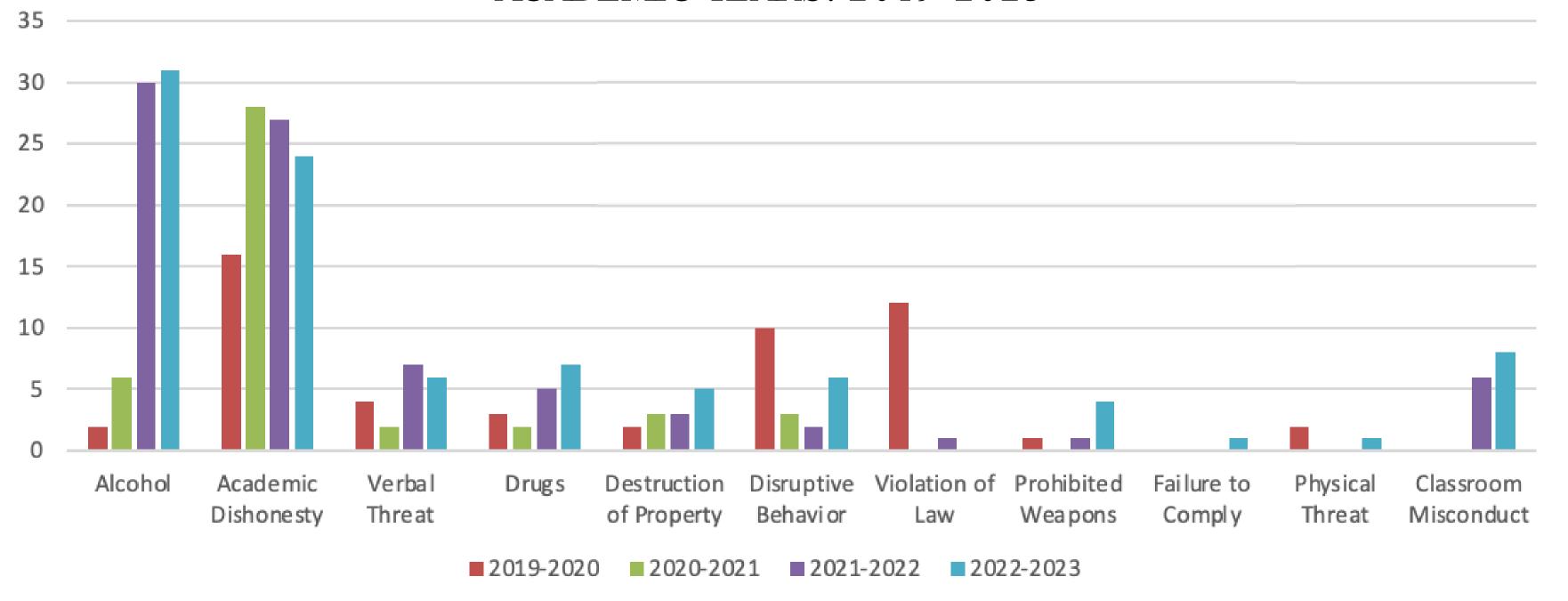
Alcohol and drugs is the unhealthy by-product of the anxiety and stress.

Disruptive behaviors and Academic misconduct is a continual educational process.

Conduct Cases by Issue per Academic Year

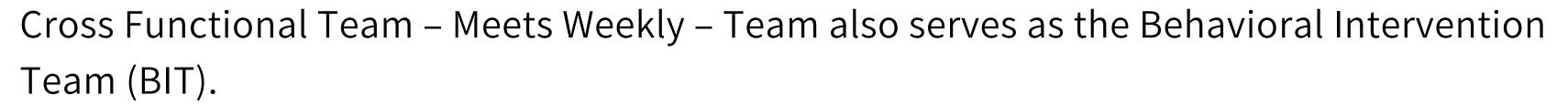
STUDENT CONDUCT CASES

ACADEMIC YEARS: 2019-2023



CARE TEAM

CAMPUS AWARENESS RESPONSE & EVALUATION



- Early Assessment and Intervention.
- Works collaboratively with Campus Safety.

Assesses potential threat students pose to self or others.

• Team provides a case management model of support and case resolution.

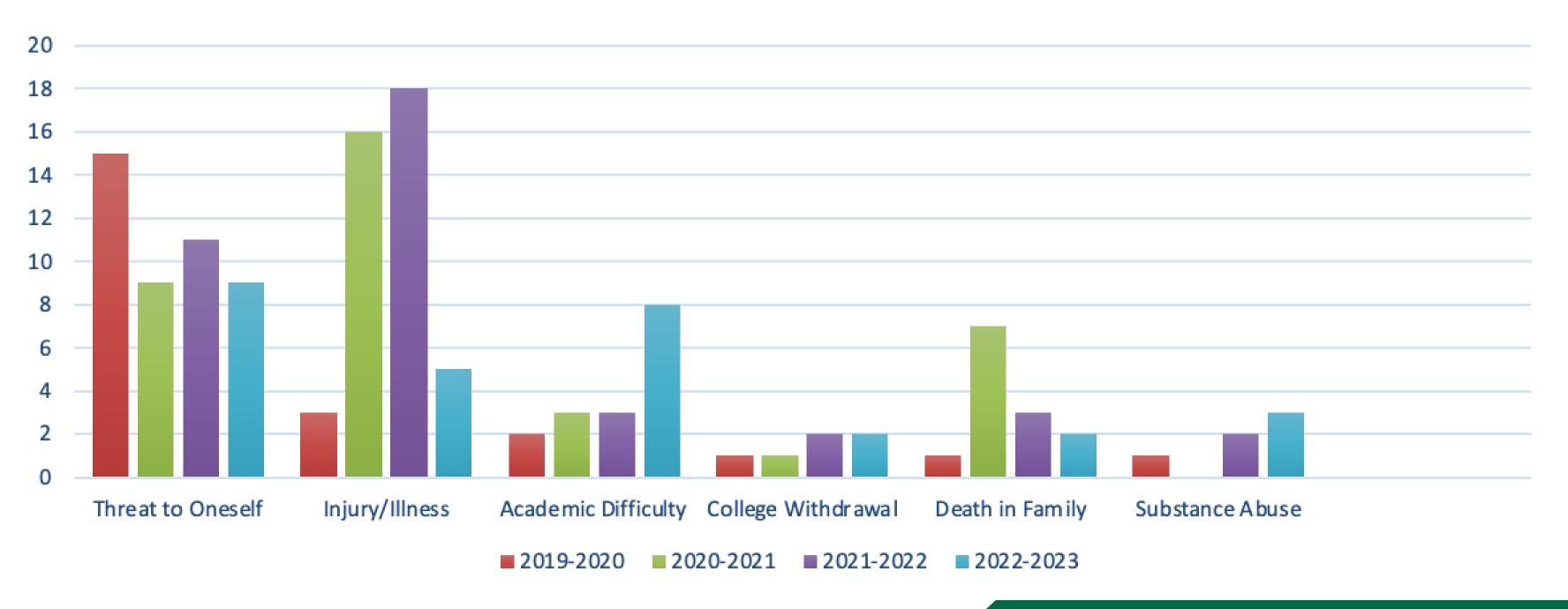
Team promotes student safety, personal wellness, and academic success.

YC has seen 100% increase of Mental Health resources (Better Mynds) from last year.



CARE Cases by Issue per Academic Year

CARE SUPPORT CASES
ACADEMIC YEARS: 2019-2023



Basic Needs Wrap Around Services

Our Basic Needs Support Services - referrals to Yavapai College, County, and State resources.

Case Management Model.

100% increase in the use of mental health resources.

Collaboration with Polara Health.

• Pilot for in-person therapist on campus.

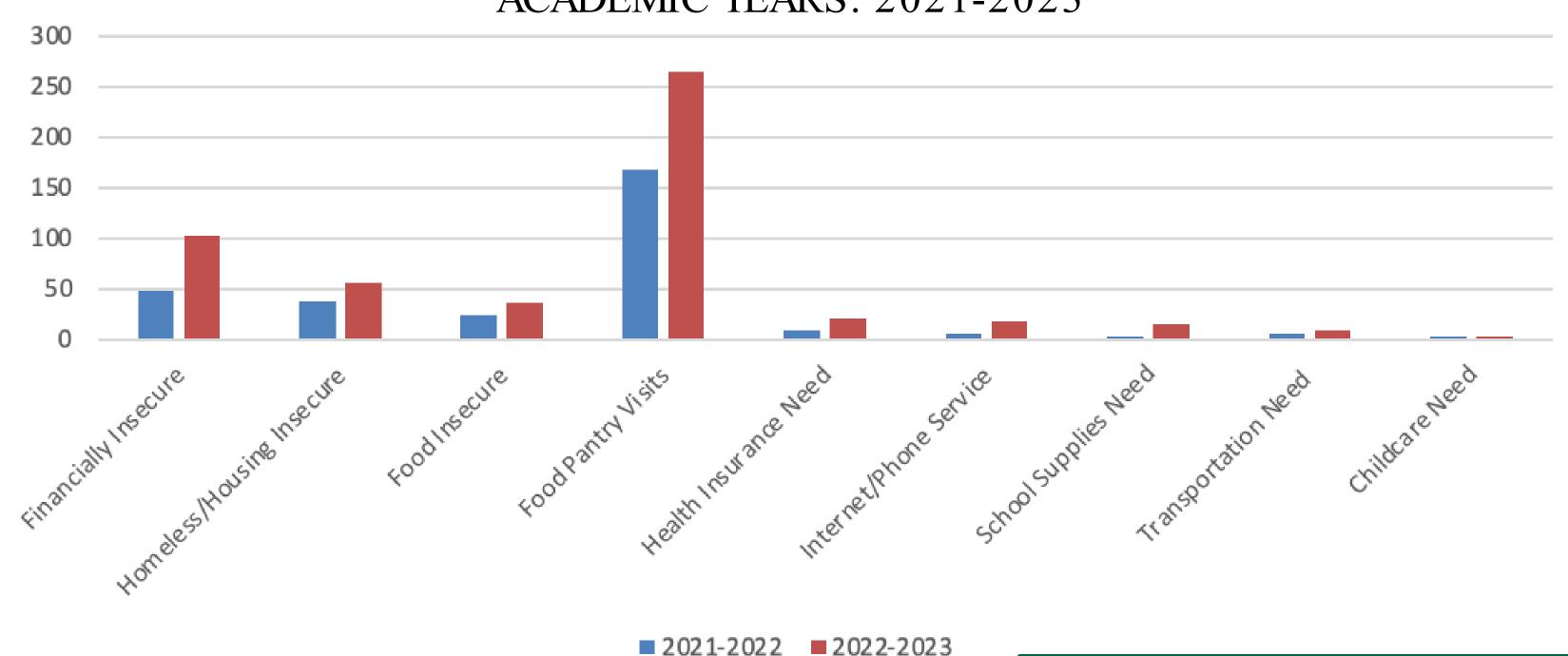
Fall of 22 Wellness Survey – Our Students are Struggling.

- 43% of students felt things were hopeless.
- 78% felt overwhelmed with all they had to do.
- And a discouraging 55% felt very lonely.



Basic Needs per Academic Year

SOCIAL SERVICES - BASIC NEEDS CASES ACADEMIC YEARS: 2021-2023





YC had over 900 students (25%) complete the survey.

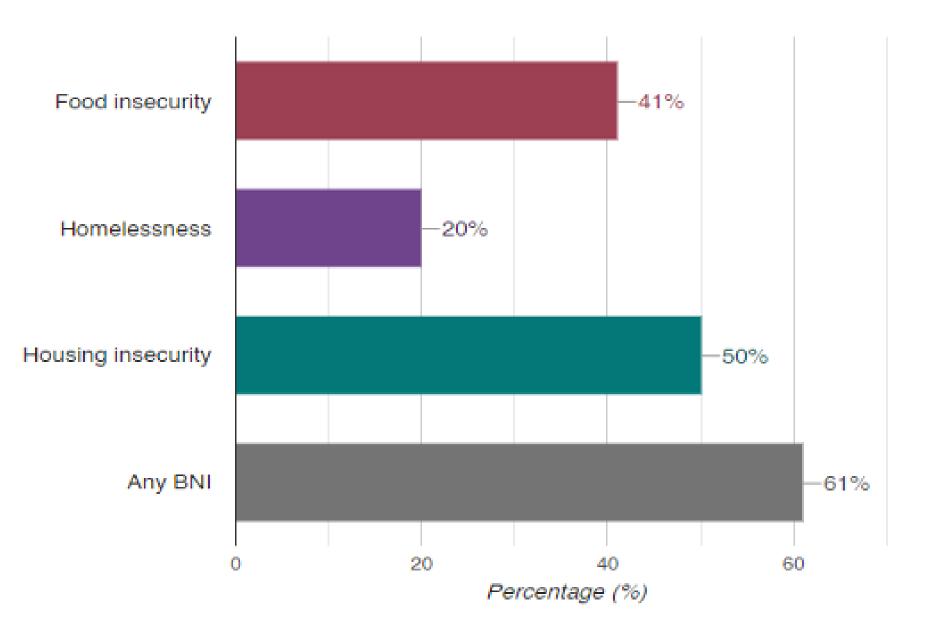
- Degree or certificate seeking.
- 18 or older.
- Not currently enrolled in high school.

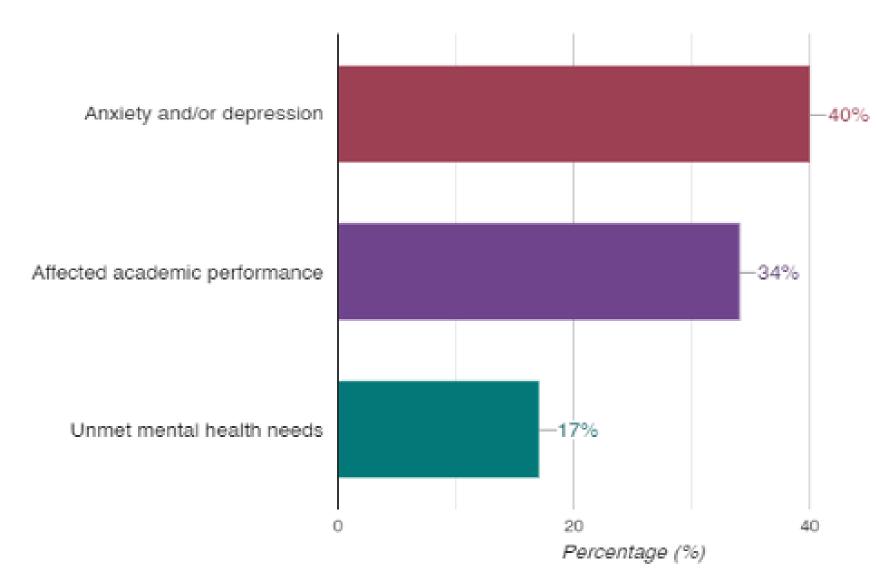
Annual Assessment of Student Basic Needs at higher education institutions.

- Raise awareness.
- Provide data to mobilize and improve resources.
- National, 2-year college, and state comparisons.

YC is mobilizing to prioritize student homelessness and eliminating the stigma of asking for help.

March 2023 HOPE Study Survey





CARE TEAM AND BASIC NEEDS OFFICE

Increase partnerships with community based support for basic needs.

Address homelessnes.

Normalize seeking support.







STUDENT ENGAGEMENT & LEADERSHIP

Increase co-curricular student engagement.

Expand leadership opportunities.

SGA involvement in increasing student involvement.



LEARNING CENTERS AND DISABILITY RESOURCES

Expand targeted tutoring model

Implement Academic Coaching.

Develop marketing plan for resources.

Intentional outreach to CTEC students and High School Academies.

Training - Training - Training







Individual – just in time outreach to each student in caseload.

Early intervention, in collaboration with faculty, for struggling students.

Expand career decision making model through YC Pipeline – enforce Return on Investment of higher education.

Post YC planning – transfer and job search.

Provide additional testing opportunities and availability closer to home.





RESIDENCE LIFE

Consistent and supportive outreach to align with resources, deadlines and FAFSA completion.

Increase sense of belonging in home away from home atmosphere.

Increase marketing of resources within the halls through RA training.





Faculty Association Update

September 2023



FA 2023-2024 Elections

2023-24 Senators

ARHU: Christopher Tinney, TBA

CATE: Marnee Zazueta, Robert Smith

SOSC: Mark Woolsey, Karly Way
Shauwecher

BuCS: Aderemi Adedokun, Kim Donaldson

HEWE: Megan Vandermeer, Beth Franco

SCEN: Jeb Bevers, Kyle Russ-Navaro

Adjunct Faculty
Coordinator/Representative: Thomas
Leavitt



FA VP Internal Affairs



FA Co-Presidents



FA VP External Affairs



Secretary



Treasurer



23 of 95

FA Past-President

College Council Elections

Continuing Representatives:



Andrew Winters









Faculty
Representatives
2023-2025



Thomas Leavitt

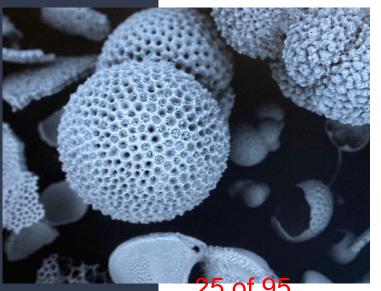
Adjunct Faculty Representative 2023-2024

24 of 95

Andrew M. Winters, Ph.D.







Vassar College Exploring Transfers Program

Beyond Doom and Gloom: Responding to Climate Change in a Digital Age

Instructors: Alison Spodek Keimowitz, Associate Professor of Chemistry, Vassar College, and Andrew M. Winters, Professor of Philosophy, Yavapai College

Course Description: In this course, students will have an opportunity to better understand the scientific process so that they may have a more informed understanding of climate change and possible responses. Students will develop skills in critical thinking, digital literacy, scientific literacy, and science communication.

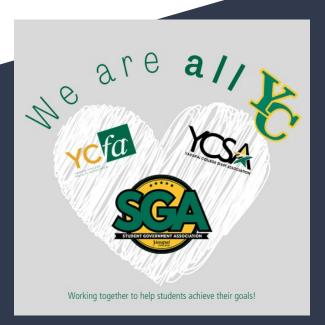






2023-24 Misc. Updates

- YC Philosophy Club (Andrew Winters): Weekly Socrates Cafes
- YC Pride Club (Suzanne Waldenberger): Welcome Back Mixer
- YC Riders Read (Laura Cline): Disability Visability



YCSA Representatives 2023-2024

President:

Julie Galgano

Vice President:

Ginney Bilbray

Secretary:

Britney Olsen

Treasurer:

Nikki Musgrove



YCSA Committees 2023-2024



Event Committe



Awards Committee





Communication Committee



Professional
Development &
Training Committee



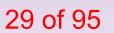
Professional Growth Committee



Engagement Committee







Yavapai College Student Government Association Update



> Newly elected executive team:

- Susanna Marcinek/President
- Zane Shepard/Vice President
- Laurel Leverone/Secretary
- Shanna Collier/Treasurer



Welcome Back Roughriders



https://youtu.be/V3AjY0 rv8o?si=8wMCHSu 9Zk4Xt1F

STUDENT GOVERNMENT ASSOCIATION

Yavapai College Student Government Association Update

- ➤ 2023-24 SGA Initiative Work
- > Senate





Yavapai College Budget to Actual Status by Fund July 2023

The President's Monthly report below provides a brief financial status of each of the District's five funds as of July 31, 2023.

Source: Monthly Revenue and Expenditure

Financial Reports

General Fund



As of July 31, 2023, the General Fund has a surplus of \$4,644,100. This is primarily the result of tuition and fee revenues being recorded for the fall 2023 semester and the first quarter state appropriations being received.

For the fiscal year ended June 30, 2024, the General Fund is projected to be within budget.

Auxiliary Fund



As of July 31, 2023, the Auxiliary Fund has a large surplus due to the collection of the fall 2023 semester room revenues. This will even out over the next several months. For the fiscal year ended June 30, 2024, the Auxiliary Fund is projected to be within budget.

Unexpended Plant Fund



As of July 31, 2023, the Unexpended Plant Fund has a deficit of \$1,774,000 due to a significant amount of Capital Improvement and Preventative Maintenance projects 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, 2024, 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 July 31, 2023, the Restricted Fund has a small surplus and is expected to be within budget for the fiscal year.

Debt Service Fund



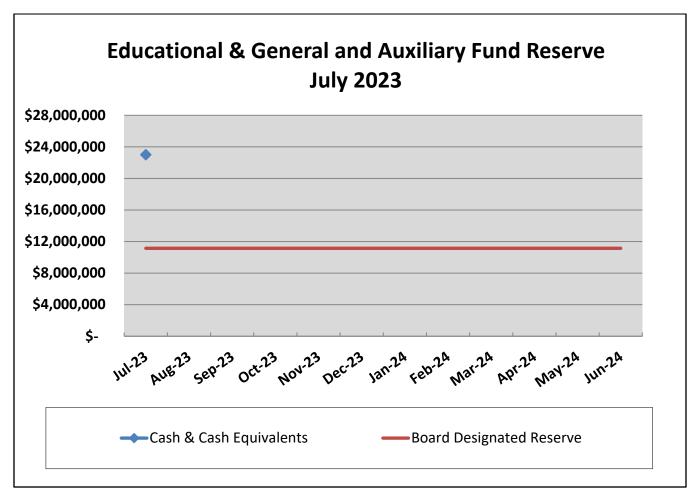
The Debt Service Fund accounts for the monies used to pay the interest and principal on the District's long-term bonds. College debt is at fixed rates of interest—as of July 31, 2023, there were no variances from budget.

Yavapai College Cash Reserves July 2023

The President's monthly report on cash reserves below displays the District's reserves at July 31, 2023, in relation to the District Governing Board's (DGB) reserve requirements.

Source: Banner Finance

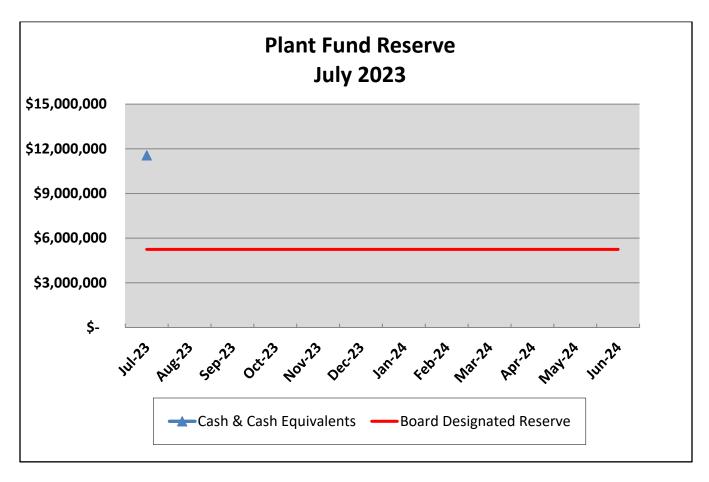




Current Fund Reserves shall not drop below seventeen percent (17%) of the operating budgets.

As of July 31, 2023, Current Fund reserves have exceeded the DGB's reserve requirements.





Plant Fund Reserves shall not drop below eight percent (8%) of the operating budgets.

As of July 31, 2023, Plant Fund reserves have exceeded the DGB's designated reserve.

YC Partnership Opportunity: Printing the Future





Dr. Kimberly Moore

Mr. John Morgan

Opportunity:



 5 year contract, become Construction of Buildings on Demand's (COBOD) exclusive North American Trainer

YC's Role:

- Collaborate on the development of curriculum and delivery
- Serve as resource development partner to bring advancements to industry
- Play an active role in establishing alternative student housing



Benefits and Impact

YC:

- Recognition as a leading training partner in the industry
 - Onsite Training: \$25,000
 - Offsite Training: \$30,000

Student:

- Exposure and training using leading edge technology
- Create opportunities that meet or exceed a livable wage

Community:

- Reduce the carbon footprint
- Alternative housing opportunities (reduced cost)

Industry:

- Address the worker shortage ("Grow Local")
- Aid in addressing the housing crisis
- Establish a learning opportunity for YC industry partners to utilize technology for increased speed and efficiency



Other Opportunities

- Co-Branding (destination, industry role)
- Expanded geographical presence
- Destination training (non-credit) with lead generator opportunities







Questions







COBOD Information Sheet

Forming in 2017, and with their International Headquarters in Copenhagen, and corporate offices in Florida, Kuwait, and Thailand, Construction of Buildings on Demand (COBOD) has quickly emerged as the world leader in 3D house robotic printer production. Targeted annual U.S. sales are 40 machines.

Mission – Build smarter through multifunctional construction robots based on 3D printing technology

Vision – Automate minimum 50% of construction processes on building sites around the world

Problem – According to the World Economic Forum, the housing deficit will be 1.6 billion units in 2025 and our current conventional modus operandi does not have a solution.

Key facts for 2022:

- 40% of the worlds 3D printed homes were made with COBOD printers in 2022
- COBOD printers printed 41 homes in the United States, 5 in Latin America, 17 in Africa, 17 in the Middle East, 22 in Europe, and 28 in Asia in 2022.
- Industry is still up and coming globally.
- Forbes is reporting 54% skilled labor global workforce shortage in 2023 (85.2 million workers). COBODs solution is to build with less people using advanced technology.
- The construction industry accounts for 38% of CO2 emissions according to the Environmental Journal. Sourcing locally reduces transportation, minimizes waste on site, and creates a more sustainable future.

Current COBOD Partners (41% ownership):

General Electric - Together with COBOD they are developing and optimizing 3D printed concrete bases for wind turbines, which would be printed directly on-site and allow the towers to be taller than traditional all steel ones, enabling the capture of stronger winds generating more energy at a lower cost.

PERI Group - Founded in 1969, PERI is the world's leading manufacturer and supplier of formwork and scaffolding systems. In 2018 PERI Group acquired a minority stake in COBOD. Since then, both companies have worked closely together and pushed the boundaries of 3D construction printing. In 2020, using a COBOD BOD 2, PERI realized the first 3D-printed residential building in Germany and the biggest printed apartment building in Europe.



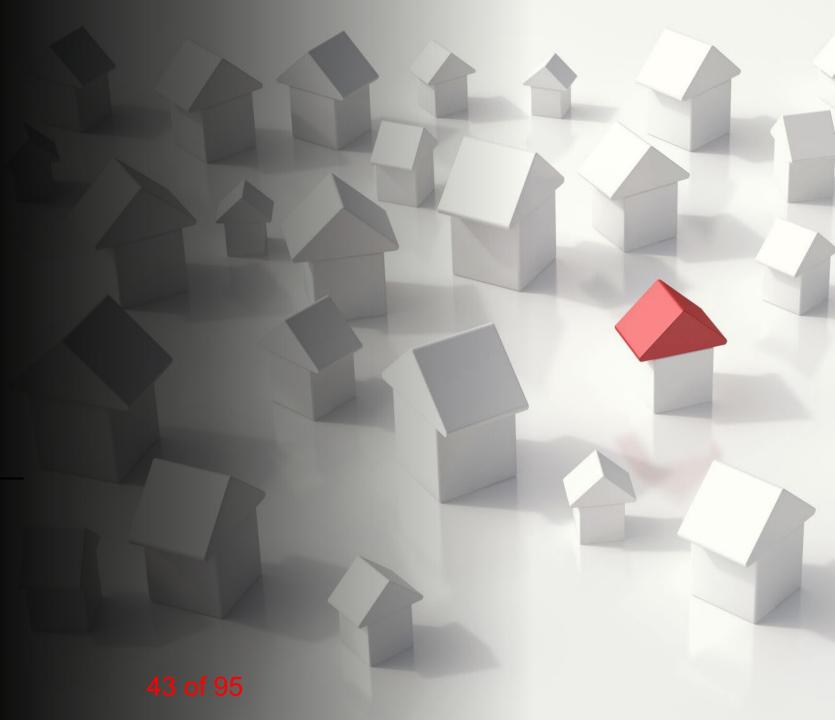
HOLCIM - Holcim builds progress for people and the planet. As a global leader in innovative and sustainable building solutions, Holcim is enabling greener cities, smarter infrastructure and improving living standards around the world.

CEMEX - CEMEX (NYSE: CX) is a global construction materials company that is building a better future through sustainable products and solutions. CEMEX is committed to achieving carbon neutrality through relentless innovation and industry-leading research and development.

Land and Housing Updates

Prepared for

Yavapai College District Governing Board September, 2023



YC Workforce Housing

Inspiration Apartments

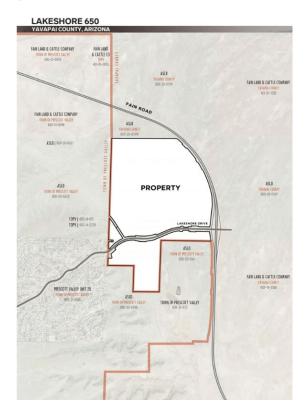


RV Park

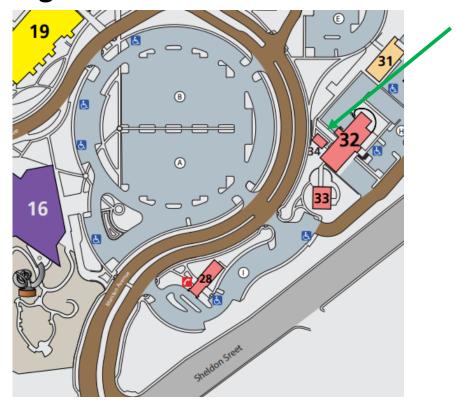


YC Workforce Housing

Lakeshore



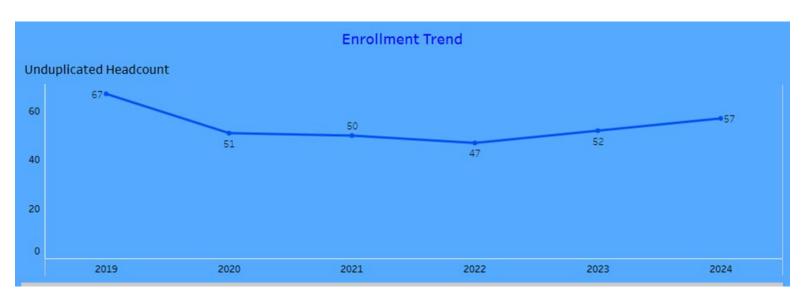
Building 34



Land Update
Closed 8/24/23



Student Housing Demand



- Out-of-district
 - Aviation (12- CTEC)
 - Gunsmithing (30- CTEC)
 - Commercial Truck Driving (7- Chino)
 - Power Plant Technician (12- Chino)
- COBOD Training (10)
- Waiting List (25)

Potential Capital Recommendations for FY25 Budget

Electronic Sign on 89A

 34-unit apartment building on 89A

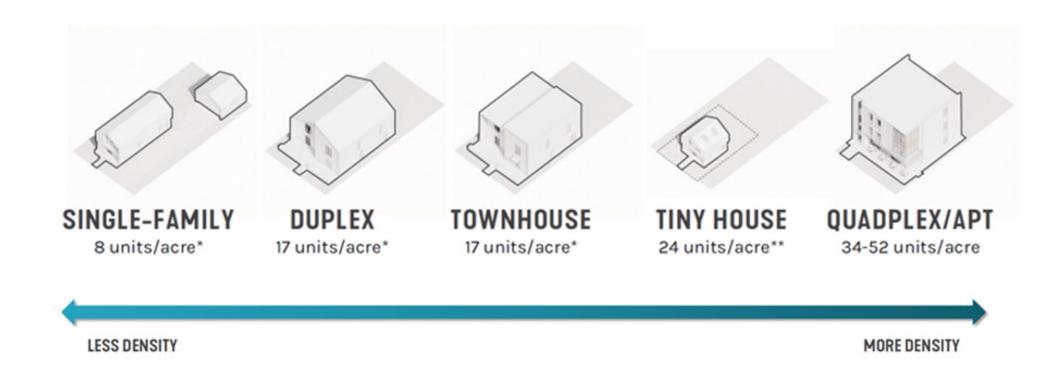
• Up to 40 x 3D printed homes





Questions & Discussion

"Lot size = 50" x 100" ""Lot size = 30" x 60"



2023-2024

District Governing Board Calendar Dates

Month	Board Study Sessions	Board Meeting Type
Tuesday, October 17, 2023	Study Session	Business Meeting
1:00pm	1:00-3:00pm	3:00-4:00pm
Prescott Valley		
Tuesday, November 28, 2023	Study Session	Business Meeting
1:00pm	1:00-3:00pm	3:00-4:00pm
Verde Valley		
Wednesday, December 6, 2023		Board Dinner
5:00pm – 7:00pm		
TBA		
Tuesday, January 16, 2024		Policy & Attorney
9:00am – 4:00pm		Education Workshop
Career & Technical Education Center		
Tuesday, February 20, 2024	Study Session	Business Meeting
1:00pm	1:00-3:00pm	3:00-4:00pm
Rock House		
Friday, February 23, 2024		Budget Workshop
9:00am – 4:00pm		9:00am-4:00pm
Rock House		
Tuesday, March 19, 2024	Study Session	Business Meeting
1:00pm	1:00-3:00pm	3:00-4:00pm
Sedona Campus		
Tuesday, April 9, 2024	Study Session	Business Meeting
1:00pm	1:00-3:00pm	3:00-4:00pm
Rock House		
Tuesday, May 21, 2024		Truth in Taxation &
1:00pm		Budget Public
Prescott Campus		Hearing/Adoption
Community Room (19-147)		Business Meeting
Tuesday, May 28, 2024		Board Self-Assessment
9:00am-4:00pm		Workshop
Chino Valley		r

Dates and Places of College Hosted Events – FY 2023-2024	
Type of Event	DATE/DAY/TIME/LOCATION
Chino Valley Harvest Fest	October 7, 2023 / Tuesday / 10am-2pm / Chino Valley Campus
Marty Stuart & His Fabulous Superlatives	October 20, 2023 / Friday / 7:00pm / YCPAC
Singin' in the Rain	November 2-5 & 9-12, 2023 / various / YCPAC
Rhythm of the Dance	November 17 & 18, 2023 / various / YCPAC
Jake Shimabukuro: Christmas in Hawai'i*	December 1, 2023 / Friday / 7:00pm / YCPAC
Handel's Messiah	December 2 & 3, 2023 / various / YCPAC (Dec 1 st in Cottonwood)
Pink Martini Featuring China Forbes	December 14, 2023 / Thursday / 7:00pm / YCPAC
The Nutcracker Featuring Ballet Victoria	December 16 & 17, 2023 / Various / YCPAC

LIST OF DATES AND PLACES OF NATIONAL, STATE, AND LOCAL CONFERENCES, CONGRESSES, WEBINARS, SEMINARS AND EVENTS - FY 2023-2024		
TYPE OF EVENT	DATE/DAY/TIME/LOCATION	
ACCT Leadership Congress 2023 Deadline for Early Registration: Aug 4 th	Monday, October 9, 2023 - Thursday, October 12, 2023 Location: Las Vegas, NV - Aria Resort & Casino	
National Legislative Summit 2024	Sunday, February 4 – Wednesday, February 7, 2024 Location: Washington, DC – Marriott Marquis	
ACCT Leadership Congress 2024	Wednesday, October 23 – Saturday, October 26, 2024 Location: Seattle, Washington	

District Governing Board Truth in Taxation Public Hearing

> Tuesday, May 16, 2023 1:00 pm

Prescott Community Room # 19-147 1100 E. Sheldon Drive Prescott, Az. 86301

Members Present:

Ms. Deb McCasland, Board Chair

Mr. Chris Kuknyo, Secretary

Mr. Ray Sigafoos, Board Member

Mr. Steve Bracety, Board Member

Mr. Toby Payne, Board Member

Administration Present:

Dr. Lisa B. Rhine, President

Atty. Lynne Adams, Board Attorney

Ms. Yvonne Sandoval, Executive Assistant

Ms. Deanne Petty, DGB Coordinator

MINUTES

https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=bf718bf7-0ee9-4dab-9eed-b00401794023

- 1. General Functions: Procedural
 - a. Call to Order {Time: 1}
 Chair McCasland called the Yavapai College District Governing Board Truth in Taxation Public Hearing to order at 1:02 p.m.

2. Board Business

 a. 2023-2024 Yavapai Community College District Proposed Truth in Taxation Overview – Dr. Clint Ewell, Vice President of Finance - INFORMATION {Time: 30}

Recorded discussion and comments are available and begin at 1:15.

Dr. Ewell provided information about the College to the public and the board, including reviewing financial information he had presented in prior public board meetings. He indicated that the College was asking for board approval to raise the tax levy by 5%. That increase is well within the statutorily allowed levy. For a \$480,000 value home this translates to a \$34.48/year increase. The College has not raised the levy since fiscal year 2019-2020.

Dr. Rhine addressed questions she had heard regarding the tax levy increase, including a purported reduction in faculty in the Verde Valley. She made clear that there had been no such reduction in faculty, but that there was an accounting fund change. She also addressed the Fire Science program in the Verde Valley and the College's support for the program. Finally, she clarified that there are no plans or discussions to close the Family Enrichment Center, nor has the College reduced or does it plan to reduce staffing in the Family Enrichment Center.

b. Public Comments - **INFORMATION** {Time: 25}
Recorded discussion and comments are available and begin at 27:06.

The following members of the public spoke to the governing board about the proposed increase in the College's tax levy:

- 1. Cris McPhail (Recording at 27:30)
- 2. John Witchert (Recording at 31:29)
- 3. Janet Aniol (Recording at 34:05)
- 4. Carolyn Fisher (Recording at 36:44)
- 3. Adjournment of Truth in Taxation Public Hearing: Procedural **DECISION** {Time: 1}

Chair McCasland adjourned the Truth in Taxation Public Hearing Meeting at 1:40 p.m.

Truth in Taxation Public Hearing Meeting adjourned at 1:40 p.m.

Respectfully submitted:	
Deanne K. Petty, Recording Secretary	Date
Ms. Deb McCasland, Board Chair	Mr. Chris Kuknyo, Secretary

District Governing Board Truth in Taxation Special Meeting

Tuesday, May 16, 2023 Immediately after adjournment of Truth in Taxation Public Hearing (estimated time 1:45 p.m.)

> Prescott Community Room # 19-147 1100 E. Sheldon Drive Prescott, Az. 86301

Members Present:

Ms. Deb McCasland, Board Chair

Mr. Chris Kuknyo, Secretary

Mr. Ray Sigafoos, Board Member

Mr. Steve Bracety, Board Member

Mr. Toby Payne, Board Member

Administration Present:

Dr. Lisa B. Rhine, President

Atty. Lynne Adams, Board Attorney

Ms. Yvonne Sandoval, Executive Assistant

Ms. Deanne Petty, DGB Coordinator

MINUTES

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- 1. General Functions: Procedural
 - a. Call to Order {Time: 1}
 Chair McCasland called the Yavapai College District Governing Board Truth in Taxation Special Meeting to order at 1:40 p.m.

2. Board Business

a. Roll Call Pursuant to A.R.S. § 15-1461.01 to Consider the Increased Primary Property Tax Levy as Proposed at the Truth in Taxation Public Hearing – **DISCUSSION AND/OR DECISION** (*Attached*) {Time: 15}

Recorded discussion and comments are available and begin at 38:31.

Member Bracety moved, seconded by Member Sigafoos, to approve the 5% tax levy increase.

Each board member was given the opportunity to speak about the motion on the floor.

District Governing Board Coordinator, Deanne Petty, completed the roll call to approve the 5% tax levy increase as proposed at the Truth in Taxation Public Hearing. Board members voted as follows:		
District 1 Board Member Mr. Ray Siga	foos - Aye	
District 2 Board Chair Ms. Deb McCas	•	
District 3 Board Member Mr. Toby Pa	•	
District 4 Board Member Mr. Chris Ku	•	
District 5 Board Member Mr. Steve Bracety – Aye		
The final vote was 4-1, approving the 5	% tax levy increase.	
3. Adjournment of Truth in Taxation Special Meeting	ng: Procedural - DECISION {Time: 1}	
Chair McCasland adjourned the Truth in Taxa	ation Special Meeting at 1:49 p.m.	
Truth in Taxation Special Meeting adjourned	at 1:49 p.m.	
Respectfully submitted:		
Deanne K. Petty, Recording Secretary	Date	
Ma Dah MaCasland Board Chair	Ma Chair Vulcava Sagratage	
Ms. Deb McCasland, Board Chair	Mr. Chris Kuknyo, Secretary	

District Governing Board Budget Public Hearing

Tuesday, May 16, 2023 Immediately after adjournment of Truth in Taxation Special Meeting (estimated time 2:00 p.m.)

> Prescott Community Room # 19-147 1100 E. Sheldon Drive Prescott, Az. 86301

Members Present:

Ms. Deb McCasland, Board Chair

Mr. Chris Kuknyo, Secretary

Mr. Ray Sigafoos, Board Member

Mr. Steve Bracety, Board Member

Mr. Toby Payne, Board Member

Administration Present:

Dr. Lisa B. Rhine, President

Atty. Lynne Adams, Board Attorney

Ms. Yvonne Sandoval, Executive Assistant

Ms. Deanne Petty, DGB Coordinator

MINUTES

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- 1. General Functions: Procedural
 - a. Call to Order {Time: 1}
 Chair McCasland called the Yavapai College District Governing Board Budget Public Hearing Meeting to order at 2:03 p.m.
- 2. Board Business
 - a. 2023-2024 Yavapai Community College District Proposed Budget Overview Dr. Clint Ewell, Vice President of Finance **INFORMATION** (*Attached*) {Time: 15}

Recorded discussion and comments are available and begin at 48:14.

Dr. Ewell reviewed budget information that he had presented in prior public governing board meetings, and he also discussed details included the Budget-In-Brief booklet, which is available at:

yc.edu/v6/budget/docs/fy24-dev-dgb-presentations/fy2324-budget-in-brief.pdf He also reviewed the State Budget Forms, which are available at: FY2023-24 Budget Book DRAFT 5-1-23.xlsx (yc.edu) b. Public Comments - **INFORMATION** {Time: 25}

Recorded discussion and comments are available and begin at 1:06:48.

The following members of the public spoke to the governing board about the proposed College budget:

- 1. Stephen Polk (Recording at 1:07:22)
- 2. Sandy Griffiths (Recording at 1:10:34)
- 3. Adjournment of Budget Public Hearing: Procedural **DECISION** {Time: 1}

Chair McCasland adjourned the Budget Public Hearing Meeting at 2:29 p.m.

Budget Public Hearing Meeting adjourned at 2:29 p.m.

Respectfully submitted:	
Deanne K. Petty, Recording Secretary	Date
Ms. Deb McCasland, Board Chair	Mr. Chris Kuknyo, Secretary

District Governing Board Budget Adoption Meeting

Tuesday, May 16, 2023 Immediately after adjournment of public budget hearing (estimated time 2:40 p.m.)

> Prescott Community Room # 19-147 1100 E. Sheldon Drive Prescott, Az. 86301

Members Present:

Ms. Deb McCasland, Board Chair

Mr. Chris Kuknyo, Secretary

Mr. Ray Sigafoos, Board Member

Mr. Steve Bracety, Board Member

Mr. Toby Payne, Board Member

Administration Present:

Dr. Lisa B. Rhine, President

Atty. Lynne Adams, Board Attorney

Ms. Yvonne Sandoval, Executive Assistant

Ms. Deanne Petty, DGB Coordinator

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- 1. General Functions: Procedural
 - a. Call to Order {Time: 1}
 Chair McCasland called the Yavapai College District Governing Board Budget
 Adoption Meeting to order at 2:29 p.m.
- 2. Board Business
 - a. Comments from Yavapai College Governing Board **DISCUSSION** {Time:15}

Recorded discussion and comments are available and begin at 1:13:39.

Member Sigafoos moved, seconded by Member Bracety, to Adopt 2023-2024 Yavapai County Community College District Budget as Proposed at the Budget Public Hearing.

Each board member was given an opportunity to speak about the motion on the floor.

b. Roll Call to Adopt 2023-2024 Yavapai County Community College District Budget as Proposed at the Budget Public Hearing **–DECISION** (*Attached*) {Time: 5}

Recorded discussion and comments are available and begin at 1:31:18.

District Governing Board Coordinator, Deanne Petty, completed the roll call to approve the Yavapai County Community College District Budget as Proposed at the Budget Public Hearing. Board members voted as follows:

District 1 Board Member Mr. Ray Sigafoos - Aye

District 2 Board Chair Ms. Deb McCasland - Aye

District 3 Board Member Mr. Toby Payne – Abstain due to not being a part of the budget assumptions, environmental scans, and budget work study.

District 4 Board Member Mr. Chris Kuknyo - Nay

District 5 Board Member Mr. Steve Bracety – Aye

The final vote was 3-1, with 1 abstaining, approving the 2023-2024 Yavapai County Community College District Budget as Proposed at the Budget Public Hearing.

3. Adjournment of Budget Adoption Meeting: Procedural - **DECISION** {Time: 1}

Chair McCasland adjourned the Budget Adoption Meeting at 2:47 p.m.

Budget Adoption Meeting adjourned at 2:47 p.m.

Respectfully submitted:	
Deanne K. Petty, Recording Secretary	Date
Ms. Deb McCasland, Board Chair	Mr. Chris Kuknyo, Secretary

District Governing Board Regular Meeting

Tuesday, May 16, 2023 Immediately following adjournment of Budget Adoption Meeting (estimated time 3:00 p.m.)

Prescott Campus Community Room # 19-147 1100 E. Sheldon Drive Prescott, Az. 86301

Members Present:

Ms. Deb McCasland, Board Chair

Mr. Chris Kuknyo, Secretary

Mr. Ray Sigafoos, Board Member

Mr. Steve Bracety, Board Member

Mr. Toby Payne, Board Member

Administration Present:

Dr. Lisa B. Rhine, President

Atty. Lynne Adams, Board Attorney

Ms. Yvonne Sandoval, Executive Assistant

Ms. Deanne Petty, DGB Coordinator

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- 1. General Functions: Procedural
 - a. Call to Order {Time: 1}

Chair McCasland called the Yavapai College District Governing Board Meeting to order at 2:59 p.m.

b. Pledge of Allegiance {Time: 1}

The Pledge of Allegiance was led by Member Bracety.

c. Adoption of Agenda – **DECISION** {Time: 1}

Secretary Kuknyo moved, seconded by Member Sigafoos, to adopt the agenda. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

- 2. Study Session
 - a. President's Reports Dr. Lisa Rhine **INFORMATION** {Time: 60}

- i. College Council Dr. Diane Ryan and Dr. Janet Nix
 - 1. Faculty Senate Dr. Diane Ryan (Attached)

Recorded discussion and comments are available and begin at 1:33:13.

Dr. Ryan presented for Dr. Palmer. In April, some faculty members attended the 2023 Arizona Women Higher Education Conference. Dr. Karen Palmer co-presented with Dr. Arezu Corella from U of A on obtaining a doctoral degree with a family. She has served as co-chair for the past two years and led the planning for the first in-person conference since 2019. She will be serving as the Treasurer.

Congratulations to Computer Science Professor Philip Reid for receiving the National Institute for Staff and Organizational Development Excellence Award (NISOD)!

2. Staff Association – Ms. Sara Southwick and Ms. Karen Vail (Attached)

Recorded discussion and comments are available and begin at 1:36:35.

Ms. Southwick and Ms. Vail presented information about Staff Professional Development Day. June 1st will be the 3rd annual event. This year's theme is "Learning Keeps You Growing". Keynote speakers are Peter Felten & Christina Waszak.

ii. 2024 Yavapai College Faculty Emeritus – Dr. Diane Ryan (Attached)

Recorded discussion and comments are available and begin at 1:41:46.

Dr. Ryan presented biographical information about each of the 2024 Yavapai College Faculty Emeritus:

- David Gorman
- Lauren McCrea
- iii. Budget to Actual Monthly Report and Cash Reserves Monthly Report (Attached)

There were no comments or questions about the report.

- b. Board Liaisons' Reports **INFORMATION AND DISCUSSION** {Time: 10}
 - i. Board Spokesperson Board Chair McCasland
 - ii. Arizona Association of Community College Trustee (AACCT) Board Chair McCasland
 - iii. Yavapai College Foundation Board Member Bracety

Recorded discussion and comments are available and begin at 1:45:06.

Chair McCasland indicated that Secretary Kuknyo and she were a part of an onsite College visit with Mr. Jee Hang Lee who is the President and CEO of the American Association of Community Colleges. Everything our College is doing amazed Mr. Lee during his visit.

Chair McCasland listed the various events she attended that support Yavapai College and its students.

AACCT held a conference in Tempe, and it really helped the board members in attendance think about the future of education. It was good for the board members to share ideas with other community colleges and work with Dr. Rhine.

Mr. Bracety was not able to attend the Foundation Meeting so there was no update provided.

- c. Dates and Time of Future Meetings and Events INFORMATION AND DISCUSSION {Time: 5}
 - i. 2022-2023 Dates, Times, and Places of Future Board Meetings, Workshops, and Retreats (*Attached*)
 - ii. 2022-2023 Dates, Times, and Places of Future College Events (Attached)
 - iii. 2022-2023 Dates, Times, and Places of Future National, State, and Local Conferences (*Attached*)

Recorded discussion and comments are available and begin at 1:53:21.

District Governing Board Coordinator, Ms. Deanne Petty, reviewed the future meeting, event, and conference dates.

3. Board Business

- a. Consent Agenda **DECISION** {Time: 5}
 - i. Receipt of Report on Revenues and Expenditures for March 2023 (*Attached*)
 - ii. Intergovernmental Agreement Yavapai Juvenile Court Center YCLEA Summer Program (*Attached*)
 - iii. Yavapai College Academic Affairs Summary of Program Deletion Proposal (Attached)
 - 1. Criminal Justice and Security Certificate
 - 2. Athletic Coaching Certificate

Member Sigafoos moved, seconded by Member Bracety, to approve the Consent Agenda. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

4. Adjournment of Board Regular Meeting: Proceed	dural - DECISION {Time: 1}
Member Sigafoos moved, seconded by Sec. Board Meeting. Motion carried unanimous Bracety, and Payne).	, , ,
Regular Meeting adjourned at 3:23 p.m.	
Respectfully submitted:	
Deanne K. Petty, Recording Secretary	Date
Ms. Deb McCasland, Board Chair	Mr. Chris Kuknyo, Secretary

District Governing Board Self-Assessment Workshop Meeting

> Tuesday, May 23, 2023 9:00 a.m.

Sedona Campus Room #39 4215 Arts Village Drive Sedona, Arizona 86336

Members Present:

Ms. Deb McCasland, Board Chair

Mr. Chris Kuknyo, Secretary

Mr. Ray Sigafoos, Board Member

Mr. Steve Bracety, Board Member

Mr. Toby Payne, Board Member

Administration Present:

Dr. Lisa B. Rhine, President

Atty. Lynne Adams, Board Attorney

Ms. Yvonne Sandoval, Executive Assistant

Ms. Deanne Petty, DGB Coordinator

MINUTES

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- 1. General Functions: Procedural
 - a. Call to Order {Time: 1}

Chair McCasland called the Yavapai College District Governing Board Workshop to order at 9:02 a.m.

b. Adoption of Agenda – **DECISION** {Time: 1}

Member Sigafoos moved, seconded by Secretary Kuknyo, to adopt the agenda. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

- 2. Board Business
 - a. Executive Session
 - i. A.R.S. § 38-431.03(A)(1), Review of President's Annual Evaluation, Compensation, and Employment Agreement – Attorney Lynne Adams – PROCEDURAL {Time: 90}

Member Bracety moved, seconded by Member Sigafoos, to go into Executive Session pursuant to A.R.S. § 38-431.03(A)(1) for the Review of President's Annual Evaluation, Compensation, and Employment Agreement. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

b. Convene in Public Session

 i. Possible Action: President's Evaluation and Consideration of President's Contract, as the Result of Executive Session – Attorney Lynne Adams – DECISION {Time: 5}

The Board reconvened in public session at 10:22 a.m.

Member Sigafoos moved, seconded by Member Payne, to renew Dr. Rhine's contract with the changes discussed in executive session and to extend the contract through June 30, 2028. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

Member Sigafoos moved, seconded by Chair McCasland, to increase Dr. Rhine's base salary by 10% and to increase the amount of Additional Compensation included in her contract terms by 10%. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

- c. Consent Agenda **DECISION** {Time: 5}
 - i. Board Regular Meeting Minutes Tuesday, April 11, 2023 (Attached)
 - ii. Board Special Meeting Minutes Thursday, April 13, 2023 (Attached)
 - iii. Board Executive Session Confidential Minutes April 13, 2023
 - iv. Intergovernmental Agreement Northern Arizona Regional Training Academy (NARTA) Academy Sergeant (*Attached*)
 - v. Arizona Association of Community College Trustees (AACCT) Award Nominations Letter (*Attached*)
 - vi. 2023-2024 Yavapai College District Governing Board Schedules
 - 1. 2023-2024 Dates, Times, and Places of Future Board Meetings, Workshops, and Retreats (*Attached*)
 - 2. 2023-2024 Draft District Governing Board Self-Assessment (Attached)
 - 3. 2023-2024 Draft District Governing Board Policy Review Schedule (*Attached*)

Member Payne moved, seconded by Member Bracety, to approve the Consent Agenda except item 2.c.iii. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

Item 2.c.iii will be brought back to the board for approval at a future meeting after requested revisions have been made to the minutes, which are confidential by law.

d. District Governing Board Policy Revision for Policy 203, Compensation, Benefits, and Treatment of Personnel / Policy 205, Treatment of Students –

INFORMATION, DISCUSSION AND DECISION {Time: 10}

Recorded discussion and comments are available and begin at 8:56.

Dr. Rhine asked the board to consider revising policies 203 and 205 to create separate policies that address personnel treatment on one hand and student treatment on the other. Creating separate policies will make it easier for the College to report on compliance with those policies.

Revision from:

203 Employee Compensation and Benefits

205 Personnel and Student

Revision to:

203 Employee Compensation, Benefits, and Treatment of Personnel 205 Treatment of Students

Member Payne moved, seconded by Member Bracety, to accept the draft revisions to Policy 203 and 205. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

In light of timing issues, the Board discussed agenda item 3.c. at this point in the meeting.

3. Study Session

c. District Governing Board Self-Assessment Education – Dr. David Borofsky, Director of Arizona Association of Community College Trustees –

INFORMATION AND DISCUSSION {Time: 60}

- i. Policy Role and Direction
- ii. Community Relations and Student Relations
- iii. Board Organization

Recorded discussion and comments are available and begin at 17:35.

Chair McCasland introduced Dr. Borofsky to review the items the board had voted to review for their board education. The six items reviewed were:

- What the Board Does Well
- Where the Board Can Improve
- Community Relations & Student Relations
- Board Organization
- Policy Role & Direction
- Understanding Policy Role VS Operations

The average of the board members' scores of the board's performance as a unit is 4.6, up .78 from the March 2022 assessment (3.82).

The average of the board members' scores of the individual board member's performance is 4.9, up .25 from the March 2022 assessment (4.65).

What the Board Does Well: The board has a high degree of respect for one another and the college mission; support for the President and the students.

What the Board Could Improve Upon: Commitment to continue development and continued focus on advocating for the College.

Board Policy versus Admin Operations

Dr. Borofsky discussed the different roles of the board and the College administration.

- A policy decision governs **future** decisions and actions. (Board)
- An operations decision governs day-to-day decisions and actions.
 (Admin)
- Policies are rules and regulations which help support the strategies of the College. (Board)
- Standard operating procedures are a **sequence of steps carried out by an individual**. (Admin)

The Board-President relations scores (Board as a Unit) have either stayed the same or improved in EVERY category from March 2022 to March 2023.

LUNCH

The Board returned to the regular agenda item order, discussing agenda item 3.a.

3. Study Session

a. Yavapai College Compensation – Dr. Janet Nix and Mr. Rodney Jenkins – INFORMATION AND DISCUSSION {Time: 60} (Attached)

Recorded discussion and comments are available and begin at 1:27:29.

Dr. Nix and Mr. Jenkins presented information on the College's compensation. They addressed the board's request for a potential merit system of pay to reward high performing employees. The College is considering options to incorporate that into the current compensation system.

Mr. Jenkins reviewed and presented to the board how goals are set for employees and how the evaluation process is currently done.

Dr. Nix reviewed how we currently recognize high performers. These ways are through:

- Rough Rider Salutes
- High Five Certificates
- Division/Department Recognitions
- Employee of the Year
- Limited Bonus Opportunities

Dr. Rhine sought clarification from the governing board about their views on a compensation plan for the next budget year. The proposal was an across-the-board percentage along with some dollars for some type of recognition system for high performers. The across-the-board percentage would not be awarded to those not meeting standards. Dr. Rhine indicated that she will reconfirm plan details with the governing board as the College moves forward with planning and implementation.

Yavapai College Health Sciences Center in Prescott Valley – Dr. Diane Ryan and Mr. Rodney Jenkins - INFORMATION AND DISCUSSION {Time: 60} (Attached)

Recorded discussion and comments are available and begin at 2:19:52.

Dr. Ryan and Mr. Jenkins presented information on the Health Sciences Center in Prescott Valley. After meetings with the Health Sciences community, it was decided Prescott Valley is the most central location for the center. Dr. Ryan listed and reviewed a list of programs for Health Science needs within our Yavapai County community.

Mr. Jenkins further explained the statement of need from the Health Sciences community in Yavapai County. The increasing number of job openings in the healthcare industry and the aging population locally in Yavapai County and across Arizona highlight the urgent need for educational programs. The programs need to equip healthcare professionals with the knowledge and skills to address the evolving needs of our communities. Mr. Jenkins is responsible for finding funding for the center. He gave a review of the various avenues he is accessing to obtain the funding.

Mr. Jenkins showed the board a blueprint of the proposed Health Science Center to be built in Prescott Valley. He also presented a video of a virtual walk through the building. The goal is to have full funding in place by mid-July 2024, with groundbreaking in August 2024. It would take about 18-24 months to build.

Dr. Ryan wanted to clarify that none of the Health Science Program in the Verde Valley are leaving that campus. She also indicated that the College is looking for partnerships and sponsorships from businesses in the Health Sciences community.

Member Sigafoos moved, seconded by Secretary Kuknyo, to adjourn the DGB Self-Assessment Workshop. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).	
DGB Self-Assessment Workshop adjourned	at 1:30 p.m.
Respectfully submitted:	
Deanne K. Petty, Recording Secretary	Date
Ms. Deb McCasland, Board Chair	Mr. Chris Kuknyo, Secretary

District Governing Board Special Meeting

Thursday, June 8, 2023 2:00 p.m.

ZOOM &
Prescott Campus
Rock House
1100 East Sheldon Street
Prescott, Arizona 86301

Members Present:

Ms. Deb McCasland, Board Chair

Mr. Chris Kuknyo, Secretary

Mr. Ray Sigafoos, Board Member

Mr. Steve Bracety, Board Member

Mr. Toby Payne, Board Member

Administration Present:

Dr. Lisa B. Rhine, President

Atty. Lynne Adams, Board Attorney

Ms. Yvonne Sandoval, Executive Assistant

Ms. Deanne Petty, DGB Coordinator

MINUTES

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- 1. General Functions: Procedural
 - a. Call to Order {Time: 1}
 Chair McCasland called the Yavapai College District Governing Board Special Meeting to order at 2:00 p.m.
 - b. Adoption of Agenda **DECISION** {Time: 1}
 Recorded discussion and comments are available and begin at 00:07.

Member Sigafoos moved, seconded by Secretary Kuknyo, to adopt the agenda. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

2. Board Business

- a. Consent Agenda **DECISION** {Time: 5}
 - i. Board Executive Session Confidential Minutes April 13, 2023
 - ii. Board Executive Session Confidential Minutes May 23, 2023

Member Payne moved, seconded by Member Bracety, to approve the consent agenda. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

b. Executive Session

i. A.R.S. §38-431.03(A)(7), Discussion and Consultation with College Representatives Regarding Potential Lease and/or Purchase of Real Property, or Properties, in Prescott– **PROCEDURAL** {Time: 90}

Secretary Kuknyo moved, seconded by Member Bracety, to go into Executive Session pursuant to A.R.S. § 38-431.03(A)(7) for Discussion and Consultation with College Representatives Regarding Potential Purchase of Real Property, or Properties, in Prescott. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

c. Convene in Public Session

 i. Possible Action: Confirm Instructions to College Representatives Regarding Negotiations for Potential Lease and/or Purchase of Real Property, or Properties, in Prescott, as the Result of Executive Session – DECISION {Time: 5}

Secretary Kuknyo moved, seconded by Member Bracety, that the College pursue the purchase of and due diligence regarding the property identified that is located to the west of the Prescott Airport, and delegate the authority to Dr. Clint Ewell and other College staff to take actions necessary related to the purchase and due diligence. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, and Payne).

Member Payne moved, seconded by Member Sigafoos, that the College, through Dr. Clint Ewell and staff, proceed with due diligence of additional properties identified for potential use as student housing. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

3. Adjournment of Special Meeting: Procedural - **DECISION** {Time: 1}

Member Sigafoos moved, seconded by Secretary Kuknyo, to adjourn the Special Meeting. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

Special Meeting adjourned at 3:09 p.m.	
Deanne K. Petty, Recording Secretary	Date
Ms. Deb McCasland, Board Chair	Mr. Chris Kuknyo, Secretary

Yavapai College

District Governing Board Special Meeting

Thursday, August 17, 2023 2:30 p.m.

Prescott Campus Rock House 1100 East Sheldon Street Prescott, Arizona 86301

Members Present:

Ms. Deb McCasland, Board Chair

Mr. Chris Kuknyo, Secretary

Mr. Ray Sigafoos, Board Member

Mr. Steve Bracety, Board Member

Mr. Toby Payne, Board Member

Administration Present:

Dr. Lisa B. Rhine, President

Atty. Lynne Adams, Board Attorney

Ms. Yvonne Sandoval, Executive Assistant

Ms. Deanne Petty, DGB Coordinator

MINUTES

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- 1. General Functions: Procedural
 - a. Call to Order {Time: 1}

Chair McCasland called the Yavapai College District Governing Board Special Meeting to order at 2:30 p.m.

b. Adoption of Agenda – **DECISION** {Time: 1}

Member Sigafoos moved, seconded by Member Bracety, to adopt the agenda. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

2. Board Business

- a. Executive Session
 - i. A.R.S. §38-431.03(A)(7), Discussion and Consultation with College Representatives Regarding Potential Lease and/or Purchase of Real Property, or Properties, in Yavapai County – PROCEDURAL {Time: 90}

Secretary Kuknyo moved, seconded by Member Bracety, to go into Executive Session pursuant to A.R.S. § 38-431.03(A)(7) for Discussion and Consultation with College Representatives Regarding Potential Lease and/or Purchase of Real Property, or

Properties, in Yavapai County. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

- b. Convene in Public Session
 - i. Possible Action: Confirm Instructions to College Representatives Regarding Negotiations for Potential Lease and/or Purchase of Real Property, or Properties, in Yavapai County, as the Result of Executive Session – **DECISION** {Time: 5}

The Board reconvened in public session at 3:05 p.m.

No action was taken as a result of the executive session.

3. Adjournment of Special Meeting: Procedural - DECISION {Time: 1}

Member Sigafoos moved, seconded by Member Bracety, to adjourn the Special Meeting. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

Special Meeting adjourned at 3:06 p.m.	
Deanne K. Petty, Recording Secretary	Date
Ms. Deb McCasland, Board Chair	Mr. Chris Kuknyo, Secretary



INDEPENDENT CONSULTANT SERVICE CONTRACT

This Contract is made as of September 19, 2023, 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, College is desirous of obtaining professional consultant services in support of its goals and objectives; and

WHEREAS, Consultant wishes to provide and has substantial experience and knowledge in connection with providing professional consultant services; and

WHEREAS, College deems it to be in the best interest to retain the benefit of Consultant's services to the extent provided herein; and

WHEREAS, College desires to retain the services of Consultant, and Consultant is willing to be retained as a consultant to College, upon the terms and subject to the conditions hereinafter set forth; and

NOW, THEREFORE, intending to be legally bound, College agrees to retain Consultant as a consultant, and Consultant hereby agrees to be retained as a consultant to College, upon the following terms and conditions:

- 1. **Duties (Statement of Work).** Consultant shall provide College the services as described in Exhibits A, and per this Contract. Consultant shall be expected to work as needed to achieve the objectives agreed upon with College. Consultant shall make the services available to College at such times and for such periods of time as may be reasonably necessary in order to accomplish the intent of the immediately preceding sentences.
- 2. **Term**. The term of Contract is from September 19, 2023, through June 30, 2024.

3. Termination.

- (a) College may terminate this Contract prior to the expiration of the Term upon the occurrence of one of the following:
 - I. death; incapacity or illness of Consultant or any identified key employees which continues for at least ninety (90) days,
 - II. any willful action by Consultant which is intended to adversely affect College, or any person or entity affiliated therewith, or the business or property of the foregoing;

- III. Consultant's commission of a felony (as determined by a plea or a finding of guilt in a court of competent jurisdiction);
- IV. failure or refusal of Consultant to perform any material duties hereunder or to obey any direction from College, which failure or refusal remains uncured for fifteen (15) days following written notice to Consultant specifying such failure or refusal;
- V. employment or gratuity offered or made by Consultant to an officer or employee of College for the purpose of influencing the securing of the Contract. In addition, College shall be entitled to recover exemplary damages in the amount of three (3) times the value of gratuity offered by the Consultant;
- VI. College determines that Consultant has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. By providing signature of execution of Contract shall attest that Consultant is not currently suspended or debarred. If Consultant becomes suspended or debarred, Consultant shall immediately notify College; or
- (b) Either party may terminate this Contract at any time, without any reason, upon not less than thirty (30) days prior written notice to the other provided that Consultant will complete any projects that Consultant has commenced work upon, if so requested by College.
- (c) Upon the termination of this Contract under section 3(a) or 3(b), Consultant shall be entitled to receive all fees accrued hereunder up to and including the effective date of such termination.
- (d) The parties understand that this Contract is subject to cancellation pursuant to Section 38-511 of the Arizona Revised Statutes, without penalty or further obligation on the part of College, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of College is, at any time while this Contract or any extension hereof is in effect, an employee or agent of College, in any capacity, or a consultant to College, with respect to the subject matter of this Contract.
- 4. **Compensation**. For consulting services rendered hereunder, College will pay Consultant fees based on upon the agreed upon fee of USD \$3,000 for Presidential Evaluation Services (as described in Exhibit A). Fees include all normal office overhead expenses, such as communications, faxes, mail, email, and reproductions, use of facilities by visiting College officials and staff, but exclude pre-approved travel or special expenditures. Out-of-pocket expenses that are not so pre-approved will not be reimbursed.

Consultant agrees that College will not deduct income, Social Security, or other taxes on any payments to the Consultant hereunder. Consultant acknowledges and agrees that Consultant is solely liable and responsible for payment of any such taxes due to the proper taxing authorities.

Consultant will not be paid or provided any retirement, health, or other employment benefits by College.

- 5. **Certification.** Consultant certifies that is an independent contractor; provides services to other customers; maintains insurance; sets its own priorities on time and hours of work; provides its own supplies; and determines the means of delivering services.
- 6. **Non-Discrimination.** Consultant will comply with all applicable state and federal law, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, age, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability. College also prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status, disability, veteran status, or genetic information.
- 7. Compliance with Immigration Laws; Legal Worker's Act. Consultant shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments) and shall indemnify, hold harmless, and defend College from any and all costs or expenses whatsoever arising out of Consultant's noncompliance. To the extent applicable to this Contract under A.R.S. § 41-4401, Consultant warrants on behalf of itself and its subcontractors that it verifies the employment eligibility through the E-verify program of any employee it hires and complies with federal immigration laws and regulations relating to their employees. Consultant shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments to it) and shall indemnify, hold harmless, and defend College from any and all costs or expenses whatsoever arising out of Consultant's compliance or noncompliance with that law. Additionally, Consultant agrees to abide by all applicable laws that apply to it and this Contract, including executive orders of the Governor of the State of Arizona.
- 8. **Insurance**. Consultant shall, at its own expense, obtain and maintain throughout the Term of this Contract, policies of insurance from an insurance company duly authorized to do business in Arizona. College does not offer any insurance coverage to Consultant.
- 9. **Governing Law.** In accordance with ARS § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona.
- 10. **Arbitration**. In accordance with ARS § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 11. **Representation and Warranty of Consultant.** The Consultant hereby represents and warrants to College that it is not a party to or otherwise subject to or bound by any contract, agreement or understanding which would limit or otherwise adversely affect its ability to perform its duties hereunder or which would be breached by its execution and delivery of this Contract or by the performance of its duties hereunder.

- 12. **Confidentiality.** Consultant recognizes this Contract creates a confidential relationship between Consultant and the Board of Yavapai College. Information concerning the Board's business will be kept in confidence within Consultant. In order to provide the best possible service to College, there will be times when such information may be shared among Consultant Associates. This is to benefit of their varied experiences, but at no time will the information be shared outside of Consultant.
- 13. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given when received and shall be delivered either personally, by telecopy, or mailed first class, postage prepaid, registered, or certified mail, addressed as follows:

If to College:

Yavapai College
Procurement and Contract Services
1100 E. Sheldon Street
Prescott, AZ 86301
procurement@yc.edu

If to Consultant:

The Association of Community College Trustees
Attn: Colleen Allen
1101 17th Street NW, Suite 300
Washington, DC 20036
callen@acct.org

Each of the foregoing shall be entitled to specify a different address by giving notice as aforesaid to the others.

- 14. **Severability.** If any provision of this Contract of the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 15. **Entire Agreement.** This Contract and Exhibits A and B represent the entire agreement of the parties with respect to the subject matter hereof and may be amended only by a writing signed by each of them.
- 16. **Agreement Binding.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigned, and, in case of The Consultant, his heirs, executors and legal representatives.
- 17. **Section Readings.** The section headings of this Contract are for convenience of reference only and shall not affect the construction or interpretation of any of the provisions hereof.
- 18. **Indemnification.** Consultant agrees that any personal injury to the Consultant, third parties or any property damage resulting from performance of the Obligations hereunder by Consultant shall be the responsibility of Consultant. Consultant will defend, indemnify, and

hold harmless College, its trustees, officers, employees, and agents, from any and all claims, demands, lawsuits or award of danger arising out of the Consultant' performance of the Obligations

- 19. **Audit.** To the extent required by A.R.S. § 35-214, the Consultant shall retain all data, books, and other records ("records") relating to this Contract for a period of five (5) years after completion of the Contract. All records shall be subject to inspection and audit by College at reasonable times. Upon request, the Consultant shall produce the original of any or all such records.
- 20. **Registered Sex Offender Notification Restriction.** Consultant represents and warrants that no employee who has been adjudicated to be a registered sex offender will perform work on College premises or equipment at any time. Consultant further agrees that a violation of this condition shall be considered a material breach and may result in a cancellation of the Contract at College's discretion.
- 21. **Contract Assignment**. Consultant may not, in part or in whole, subcontract, delegate or assign this Contract without the prior written permission of a representative of College authorized to sign contracts.
- 22. **Order of Precedence.** This Contract take precedence over any inconsistent or materially different terms in Exhibits A. Additionally, College does not agree to, and will not be bound by, Consultant terms and conditions that a representative of College not authorized to sign contracts has approved and signed.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

Yavapai College

The Association of Community College

Trustees 1101 17 th Street NW, Suite 300 Washington, DC 20036	Yavapai College 1100 East Sheldon Street Prescott, AZ 86301
Ву:	Ву:
Name: Jee Hang Lee	Name: Ed Lacasse
Title: President & CEO	Title: Director of Procurement & Contract Services
Date:	Date:

ACCT

EXHIBIT A

Presidential Evaluation Services Between Yavapai College And The Association of Community College Trustees

For the sum of \$3,000 (three-thousand dollars) plus shipping expenses, the Association of Community College Trustees (ACCT) agrees to assist the Yavapai College (YC or College) District Governing Board with its 2023-2024 president's evaluation process. In consultation with the Board Chair, ACCT will develop a presidential evaluation instrument, distribute a link to each member of the District Governing Board, collect the responses, prepare a confidential summary analysis, and submit a final report to the Board. The Board and the president of the Yavapai College will be responsible for the development, review, revision, and approval of the evaluation instrument.

Indemnification: Yavapai College agrees to defend, indemnify, and hold harmless ACCT from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees and costs, arising from any claim, action, cause of action, or liability arising out of or resulting from the negligence or misconduct of the College.

ACCT agrees to defend, indemnify, and hold harmless Yavapai College from and against all claims, actions, causes of action, or liabilities, including reasonable attorney's fees and costs, arising from any claim, action, cause of action, or liability arising out of or resulting from the negligence or misconduct of ACCT.

Mandatory Arbitration: All disputes concerning the terms of this Agreement or claims by either party pursuant to this Agreement, including but not limited to termination of this Agreement, are subject to and shall be submitted to mandatory arbitration under the auspices of the American Arbitration Association. The Commercial Rules as they exist at the time of the dispute or claim shall apply. Venue for the Arbitration shall be the District of Columbia. Each party shall be individually responsible for the cost of its own attorney fees and its pro rata share of the costs of Arbitration including Arbitration fees.

Confidentiality: ACCT will not disclose any confidential, nonpublic information without the consent of the Yavapai College District Governing Board. All evaluation data, instruments, and analysis are prepared for the President and the Yavapai College District Governing Board and are not for public distribution.

Cancellation: Either party may cancel this Agreement with fifteen (15) days' written notice to the other party. If instituted, the College would reimburse only those charges incurred by ACCT on behalf of the College up to that point in time.

Intellectual Property: College understands that the content of any written materials produced by ACCT as an independent contractor pursuant to the Agreement between the parties, excepting evaluation instruments, general report formats, and other evaluative methods or protocols, shall be deemed to have been made or developed by ACCT solely for the benefit of College, and will be considered "work made for hire" under United States copyright law and shall be owned by College. Evaluation instruments, general report formats, and other evaluative methods or protocols used or provided by ACCT are the intellectual property of ACCT and are not to be reproduced, distributed, or transmitted in any form or by any means without the consent of ACCT.

Electronic Signatures:

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include signatures transmitted via DocuSign or other electronic signature services or systems, faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via Portable Document Format (PDF)) of an original signature.

Fee: The fee is to be paid in one increment of \$3,000, plus any applicable College for the fee and shipping expenses upon submission of the report distributed on May 13, 2024; data collection will close on May 17, 2024 report to the College on or before May 21, 2024.	t. The evaluation instrument will be
Ed Lacasse, Director of Procurement & Corporate Services	Jee Hang Lee, President & CEO, ACCT
Date:	Date:



INTERGOVERNMENTAL AGREEMENT AMENDMENT

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

1789 W. Jefferson Street, Mail Drop 1541, Phoenix, Arizona 85007 (602) 364-0170

CONTRACTOR (Name and Address):	Services Description:	Higher Education Child Care Project
Yavapai County Community College District	Agreement Number:	DI22-002328
1100 S Sheldon Street Prescott, Arizona 86301	Amendment Number:	2

PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) SECTION 8.0 AMENDMENTS, THE PARTIES HEREBY AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

- 1. Section 4.0 Service Description, Subsection 4.1. is revised as follows:
 - 4.1. This service will provide Child Care assistance to Eligible Students and is administered by the Contractor. Of the total yearly funding, the college may use a portion of their funds, as specified in Section 5.1.9, for its administration of the HECCP, which includes eligibility of initial and on-going Child Care assistance payments, tracking student progress in their eligible major/degree program, verifying student participation with ADES Child Care assistance, and reporting metrics to the ADES.
- 2. Section 5.0 Responsibilities, Subsection 5.1.9c is revised as follows:
 - c.) \$122,200 Fiscal Year 2024, where \$6,110 of this funding will be available to the Contractor to administer the program.
- 3. Section 9.0 Payment Procedure, Subsection 9.4. is replaced as follows:
 - 9.4 The Contractor shall submit a final invoice to ADES by August 1,2024 to ensure funding availability for services provided through June 30, 2024. No further services are to be billed following the final invoice submission.
- 4. Section 9.0 Payment Procedure, Subsections 9.5, 9.6 and 9.7 are added as follows:
 - 9.5 All invoices submitted on or before August 31, 2023 for services rendered in Fiscal Year 2022 and Fiscal Year 2023 shall be paid out of their respective fiscal year funding.
 - 9.6 All invoices submitted after August 31, 2023 for services rendered in Fiscal Year 2022 and Fiscal Year 2023 shall be paid out of Fiscal Year 2024 funding.
 - 9.7 Fiscal Year 2024 funding may be used for Child Care assistance services rendered prior to Fiscal Year 2024.



INTERGOVERNMENTAL AGREEMENT AMENDMENT

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

1789 W. Jefferson Street, Mail Drop 1541, Phoenix, Arizona 85007 (602) 364-0170

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECTS. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS AMENDMENT ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

Agency Name	Name of Contractor					
Arizona Department of Economic Security	Yavapai County Community College District					
Authorized Signature	Authorized Signatory					
Type Name	Type Name					
Title	Title					
Date	Date					
IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.						
ARIZONA ATTORNEY GENERAL'S OFFICE ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL					
DATE	DATE					

INTERGOVERNMENTAL AGREEMENT BETWEEN MOUNTAIN INSTITUTE CAREER TECHNICAL EDUCATION DISTRICT NO. 2 AND YAVAPAI COMMUNITY COLLEGE DISTRICT FOR PROCUREMENT OF ARCHITECTURAL SERVICES

THIS AGREEMENT is made by and between Mountain Institute Career Technical Education District No. 2 ("MICTED") and Yavapai County Community College District ("COLLEGE") for procurement of architectural services.

WHEREAS, the COLLEGE, through its Governing Board, is empowered and authorized to contract with MICTED for the joint exercise of powers to procure architectural services for designs of a new building for culinary classes pursuant to A.R.S. §§ 11-952 and 15-1444, and

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to identify and define the parties' obligations in the procurement of architectural services for the design of a building to be used for culinary classes.

ARTICLE II. OBLIGATIONS OF THE COLLEGE

COLLEGE shall procure and contract with an architect to fulfill the purpose of the Agreement. COLLEGE shall work with MICTED and Architect to develop plans satisfying the needs of COLLEGE and MICTED.

ARTICLE III. OBLIGATIONS OF MICTED

MICTED agrees to pay COLLEGE an amount not to exceed one hundred and twenty thousand dollars (\$120,000.000) for the services of the architect procured by COLLEGE to create up to three (3) building options for a new building for culinary classes. MICTED shall work with COLLEGE and Architect to develop plans satisfying the needs of COLLEGE and MICTED.

ARTICLE IV. DISPOSITION OF PROPERTY

Upon conclusion of the Agreement, MICTED shall retain ownership of all design plans developed under this Agreement and paid for with MICTED funds, which MICTED may use, in its discretion, for the construction of a building that is not located on COLLEGE property.

ARTICLE V. INFORMED CONSENT

The Parties acknowledge that Sims Mackin, Ltd. represents both Parties in various matters, including in the drafting and/or review of this Agreement. The Parties agree this Agreement does not involve a concurrent conflict of interest although they have been advised of a potential conflict of interest. Nevertheless, the Parties acknowledge that undersigned counsel, by this paragraph, has informed each party that she will be able to provide competent and diligent representation to each Party, that the representation of each Party is not prohibited by law, and that the representation of the Parties in this matter does not involve the assertion of a claim by one Party against the other

Party in the same litigation or other proceeding before a tribunal. The Parties further acknowledge that in the event a conflict of interest arises that cannot be waived or which is not waived, they have been advised that Sims Mackin will withdraw from the representation of both parties with regard to the issue giving rise to the conflict. By signing below, each Party consents to the representation of Sims Mackin, Ltd. on behalf of both parties in the drafting, review, and/or approval of this Agreement in accordance with A.R.S. § 11-952(D).

ARTICLE VI. STANDARD PROVISIONS

- 1. The Parties to this Agreement agree that they will not discriminate against any employee or applicant due to race, color, religion, sex, or national origin, and in this regard the Parties will comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act
- 2. The term of this Agreement shall commence on the 1st day of September, 2023, and shall expire on the 30th day of June 2024. Thereafter the Agreement may be extended for additional periods by written approval of both Parties. Either Party may at any time cancel this Agreement or renewal thereof, with or without cause, by giving thirty (30) days advance written notice to the other.
- 3. The continuation and renewal of this Agreement shall be subject to approval by the COLLEGE and CTED Governing Boards and subject to the appropriation of sufficient funds to administer and support the program. In the event that sufficient funds are not available or not appropriated, the COLLEGE or CTED may cancel the Agreement by delivering written notice to the other Party hereto according to the termination provisions above.
- 4. MICTED agrees to indemnify and hold harmless the COLLEGE from all injuries to persons or property caused by acts or omissions of CTED arising out of CTED'S obligations under this Agreement. The COLLEGE agrees to indemnify and hold harmless CTED from all injuries to persons or property caused by acts or omissions of the COLLEGE arising out of the COLLEGE'S obligations under this Agreement. In the event of concurrent liability, the Parties shall have the right of contribution from each other. This indemnification provision shall survive termination of
- 5. This Agreement may be terminated in accordance with the provisions of A.R.S. § 38-511, which are fully incorporated herein.
- 6. This document contains the entire Agreement between the Parties and may not be modified, amended, altered or extended except through a written amendment by the Parties.

IN WITNESS WHEREOF, the Parties executed this Agreement on the _/ day of __September 2023.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT	MOUNTAIN INSTITUTE CTED NO. 2					
Signature Date	MS Signature	9/1/202 Date				
Printed or Typed Name of Signatory	William Stitele	K				
rimed of Typed Name of Signatory	Printed or Typed Name of Si	-				
Title	<u>Superintenden</u> Title					
COLLEGE MAILING ADDRESS:	MICTED Mailing Address:					
Prescott, AZ 86301	220 Ruger Road Suite 2 Prescott, AZ 86301					
Contact:	Contact: William 5+i	teleR				
Phone #	Phone # 928-771-0	79/				
Pursuant to A.R.S. § 11-952, the attorney for each Agreement is in proper form and is within the power state of Arizona to the Party which such attorney	vers and authority granted under	nat the foregoing the laws of the				
Kristin Mackin 9/1/23	Kristin Mackin	8/31/23				
COLLEGE Legal Counsel Date	MICTED Legal Counsel	Date				

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT REPORT OF EXPENDITURES

For the Month Ended July 31, 2023 $\,$

District Governing Board

Fiscal Year 2023-24 Budget:								\$ 261,680
	Purpose	Year-to-Date Expenditures				Expe	Total enditures/ mbrances	
EXPENDITURES (note 1):								
Salary Expenses	Staff Support	\$	6,094	\$	70,636	\$	76,730	76,730
Remaining Budget - July 31, 2023								\$ 184,950

REPORT OF REVENUES AND EXPENDITURES

For the One Month Ended July 31, 2023 - 8.3% of the Fiscal Year Complete

Fiscal Year 2023-2024

SUMMARY - ALL FUNDS

	Year-to-Date				Year-to-Date		Percent of
	Revenues				Revenues	Budget	Budget
REVENUES:							
General Fund	\$ 9,596,039				\$ 9,596,039	\$ 58,380,200	16.4%
Restricted Fund	1,036,126				1,036,126	19,242,800	5.4%
Auxiliary Fund	852,857				852,857	6,560,200	13.0%
Unexpended Plant Fund	3,782,611				3,782,611	18,028,600	21.0%
Debt Service Fund	105,910				105,910	1,258,600	8.4%
TOTALS	15,373,543				15,373,543	103,470,400	14.9%
					T-4-1		Percent of
		Year-to-Date Expenditures	Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	Budget	Actual and Non- Labor Encumbrances to Budget
EXPENDITURES (note 1):					Expenditures and Non-Labor	Budget	Labor Encumbrances
EXPENDITURES (note 1): General Fund	_				Expenditures and Non-Labor	Budget \$ 58,380,200	Labor Encumbrances
	_	Expenditures	Obligations	Encumbrances	Expenditures and Non-Labor Encumbrances		Labor Encumbrances to Budget
General Fund	_	Expenditures \$ 3,671,916	Obligations \$ 22,725,141	Encumbrances \$ 21,445,093	Expenditures and Non-Labor Encumbrances \$ 4,951,965	\$ 58,380,200	Labor Encumbrances to Budget
General Fund Restricted Fund		\$ 3,671,916 300,623	Obligations \$ 22,725,141 3,297,992	### \$21,445,093	Expenditures and Non-Labor Encumbrances \$ 4,951,965 993,087	\$ 58,380,200 19,242,800	Labor Encumbrances to Budget 8.5% 5.2%
General Fund Restricted Fund Auxiliary Fund		\$ 3,671,916 300,623 311,055	* 22,725,141 3,297,992 1,899,418	### \$21,445,093	Expenditures and Non-Labor Encumbrances \$ 4,951,965 993,087 362,090	\$ 58,380,200 19,242,800 6,560,200	Labor Encumbrances to Budget 8.5% 5.2% 5.5%
General Fund Restricted Fund Auxiliary Fund Unexpended Plant Fund		\$ 3,671,916 300,623 311,055 171,202	Obligations \$ 22,725,141 3,297,992 1,899,418 5,385,409	### \$21,445,093	Expenditures and Non-Labor Encumbrances \$ 4,951,965 993,087 362,090 5,556,611	\$ 58,380,200 19,242,800 6,560,200 18,028,600	Labor Encumbrances to Budget 8.5% 5.2% 5.5% 30.8%

COMMENTS:

Through the first month, 11.6% of budget has been committed (excluding labor encumbrances) compared to 14.9% of revenues received and the first month, 11.6% of budget has been committed (excluding labor encumbrances).

The budget currently has a surplus of \$3,403,978.

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

REPORT OF REVENUES AND EXPENDITURES

For the One Month Ended July 31, 2023 - 8.3% of the Fiscal Year Complete

Fiscal Year 2023-2024

GENERAL FUND

	Year-to-Date Revenues				Total Revenues	FY 23/24 Budget	Percent of Budget	FY 23/24 Estimate	Budget to Estimate Variance	FY 22/23 Actuals	Percent Change (Current Versus Prior Year)
REVENUES:											
Primary Property Taxes	\$ 3,769,458				\$ 3,769,458	\$ 45,369,600	8.3%	\$ 45,369,600	\$ -	\$ 3,503,176	7.6%
Primary Property Taxes - Contingency	-				-	(150,000)	0.0%	(150,000)	-	-	0.0%
Tuition and Fees	5,186,840				5,186,840	12,896,000	40.2%	12,896,000	-	4,352,410	19.2%
Tuition and Fees - Contingency	-				-	(630,000)	0.0%	(630,000)	-	-	0.0%
State Appropriation - Maintenance	93,250				93,250	373,000	25.0%	373,000	-	75,100	24.2%
State Appropriation - Rural Aid	771,100				771,100	3,654,000	21.1%	3,084,400	(569,600)	695,550	10.9%
YCF Contribution - Basketball Program	-				-	406,000	0.0%	406,000	-	-	0.0%
Other Revenues	24,448				24,448	512,000	4.8%	512,000	-	17,654	38.5%
Interest Income	113,477				113,477	300,000	0.0%	350,000	50,000	-	0.0%
Fund Balance Applied to Budget	235,383				235,383	2,824,600	8.3%	2,824,600	-	-	100.0%
General Fund Transfer In/(Out)	(597,917)				(597,917)	(7,175,000)	8.3%	(7,175,000)		(316,975)	88.6%
TOTAL REVENUES	9,596,039				9,596,039	58,380,200	16.4%	57,860,600	(519,600)	8,326,915	15.2%
		Year-to-Date Expenditures	Total Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	FY 23/24 Budget	Percent of Actual and Non- Labor Encumbrances to Budget	FY 23/24 Estimate	Budget to Estimate Variance	FY 22/23 Actuals	Percent Change (Current Versus Prior Year)
EXPENDITURES (Note 1):											
Instruction		\$ 862,870	\$ 4,460,599	\$ 4,432,779	\$ 890,689	\$ 21,652,400	4.1%	\$ 21,435,876	\$ (216,524)	\$ 710,471	21.5%
Academic Support		418,755	2,824,016	2,808,864	433,908	5,663,900	7.7%	5,607,261	(56,639)	370,323	13.1%
Institutional Support		1,292,336	6,749,487	6,151,139	1,890,683	12,403,400	15.2%	12,279,366	(124,034)	1,140,902	13.3%
Student Services		619,839	5,340,758	5,189,806	770,791	10,015,100	7.7%	9,914,949	(100,151)	515,859	20.2%
Operation/Maintenance of Plant		368,390	3,350,282	2,862,504	856,168	7,192,400	11.9%	7,120,476	(71,952)	365,534	0.8%
Scholarships		108,635	-	=	108,635	1,440,600	7.5%	1,440,600	-	150,433	-27.8%
Public Service		1,090			1,090	12,400	8.8%	12,400			0.0%
TOTAL EXPENDITURES		3,671,916	22,725,141	21,445,093	4,951,965	58,380,200	8.5%	57,810,928	(569,300)	3,253,522	12.9%
SURPLUS/(DEFICIT)					\$ 4,644,074	\$ -					

COMMENTS:

Tuition and Fees revenues above budget due to most of the revenue related to the fall 2023 semester being recorded. This will even out over the next few months.

First quarter State appropriations were received in July 2023.

The State Appropriation - Rural Aid budget was based upon the Governor's proposed budget, however, it was decreased by \$569,600 during budget negotiations. This occurred after the District's budget was passed. Instructional expenditures under budget due to faculty contracts beginning in mid-August. This will even out over the next few months.

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

The Budget currently has a surplus of \$4,644,074.

GENERAL FUND EXPENDITURES BY NACUBO NATURAL EXPENSE CATEGORIES

For the One Month Ended July 31, 2023 - 8.3% of the Fiscal Year Complete

Fiscal Year 2023-2024

	Ye	ear to Date	I	Prior Year	Percent Change	
Salaries	\$	1,573,291	\$	1,416,293	11.1%	1
Benefits		694,623		514,081	35.1%	2
Supplies		206,905		129,790	59.4%	3
Contractual Services and Other		890,110		871,439	2.1%	
Utilities & Communications		118,104		114,012	3.6%	
Travel, Conferences & Memberships		80,248		57,474	39.6%	4
Scholarships		108,635		150,433	-27.8%	5
	\$	3,671,916	\$	3,253,522	12.9%	

- **1** Salaries increased due to annual compensation increases, the addition of several new positions and a couple of large employee payouts done in July.
- **2** Benefits increased due to new positions added in the current fiscal year, medical plan premium increases, and higher tuition/fee waiver benefits due to the new bachelor's program.
- **3** Supplies increased from the prior year mainly due to general price increases and the timing of software renewal payments.
- **4** Travel, Conferences & Memberships increased from the prior year due to price increases and the timing of membership dues payments.
- **5** Scholarships decreased due to less Promise program reimbursements being done in July 2023 compared to July 2022.

REPORT OF REVENUES AND EXPENDITURES

For the One Month Ended July 31, 2023 - 8.3% of the Fiscal Year Complete

Fiscal Year 2023-2024

RESTRICTED FUND

	Year-to-Date Revenues					Total Revenues	Budget	Percent of Budget
REVENUES:								
Federal Grants and Contracts	\$ 125,742				\$	125,742	\$ 10,616,800	1.2%
State Grants and Contracts	24,783					24,783	1,532,800	1.6%
Private Gifts, Grants and Contracts	-					-	956,000	0.0%
Proposition 301 Workforce Development	234,634					234,634	1,300,000	18.0%
Proposition 207 Workforce Development	-					-	2,500,000	0.0%
State Appropriation - STEM Workforce	159,300					159,300	637,200	25.0%
Fund Balance Applied to Budget	491,667					491,667	1,700,000	28.9%
TOTAL REVENUES	1,036,126					1,036,126	19,242,800	5.4%
		Year-to-Date	Total Encumbered	Labor	-	Total enditures and lon-Labor		Percent of Actual and Non- Labor Encumbrances
		Expenditures	Obligations	Encumbrances		cumbrances	Budget	to Budget

	Year-to-Date Expenditures		Total Encumbered Obligations		Labor Encumbrances		1	enditures and Non-Labor cumbrances	 Budget	Labor Encumbrances to Budget	
EXPENDITURES (Note 1):	_		_		_		_	= 000046		- - 0.	
Instruction	\$	116,320	\$	1,641,179	\$	1,226,653	\$	530,846	\$ 7,949,400	6.7%	
Academic Support		-		-		-		-	-	0.0%	
Institutional Support		-		-		-		-	-	0.0%	
Student Services		83,737		449,932		414,849		118,820	1,422,000	8.4%	
Operation/Maintenance of Plant		3,074		-		-		3,074	18,400	16.7%	
Scholarships		7,370		-		-		7,370	7,260,200	0.1%	
Public Service		90,122		1,206,881		964,026		332,977	2,592,800	12.8%	
TOTAL EXPENDITURES		300,623		3,297,992		2,605,528		993,087	19,242,800	5.2%	
SURPLUS/(DEFICIT)							\$	43,039			

COMMENTS:

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

First quarter STEM Workforce appropriation was received in July 2023.

REPORT OF REVENUES AND EXPENDITURES

For the One Month Ended July 31, 2023 - 8.3% of the Fiscal Year Complete

Fiscal Year 2023-2024

UNEXPENDED PLANT FUND

	Year-to-Date Revenues				I	Total Revenues		Budget	Percent of Budget
REVENUES:									
Primary Property Taxes	\$ 687,972				\$	687,972	\$	8,280,500	8.3%
Primary Property Taxes - Contingency	-					-		(45,000)	0.0%
Investment Income	54,172					54,172		80,000	67.7%
Other	-					-		40,000	0.0%
Fund Balance Applied to Budget	2,681,250					2,681,250		5,362,500	50.0%
General Fund Transfer In	359,217					359,217		4,310,600	8.3%
TOTAL REVENUES	3,782,611					3,782,611		18,028,600	21.0%
EVDENINITHIDES (Note 1).		Year-to-Date Expenditures	Encumbered Obligations	Labor Encumbrances	N	Total nditures and on-Labor numbrances		Budget	Percent of Actual and Non- Labor Encumbrances to Budget
EXPENDITURES (Note 1): Planned Maintenance		\$ -	\$ 784.189	\$ -	¢	784.189	¢	3,974,000	19.7%
Unplanned Maintenance		.	52,888	.	Ф	52,888	Ф	275,600	19.2%
Capital Improvement Projects		51,257	4,381,841	_		4,433,098		10,446,300	42.4%
Equipment		118,123	144,446	_		262,569		2,221,800	11.8%
Furniture and Fixtures		1,822	22,045	_		23,867		257,500	9.3%
Library Books		-	22,013	_		23,007		90,900	0.0%
Capital Contingency		_	_	_		_		762,500	0.0%
TOTAL EXPENDITURES		171,202	5,385,409			5,556,611		18,028,600	30.8%
SURPLUS/(DEFICIT)					\$	(1,774,000)			

COMMENTS:

The Budget currently has a deficit of (\$1,774,000) as a result of a significant amount of Preventative Maintenance and Capital Improvement Projects being encumbered for the fiscal year. The supporting revenues will be received over the remaining fiscal year.

REPORT OF REVENUES AND EXPENDITURES

For the One Month Ended July 31, 2023 - 8.3% of the Fiscal Year Complete

Fiscal Year 2023-2024

AUXILIARY FUND

]	Budgeted]	Budgeted	Budgeted Surplus/		Actual	Exp	Actual enditures Non-Labor		r-to-date urplus/
	Revenues		Expenses		 (Deficit)	R	evenues	Encu	mbrances	(Deficit)	
AUXILIARY ENTERPRISES											
Residence Halls and Summer Conferences	\$	1,307,000	\$	516,200	\$ 790,800	\$	616,440	\$	19,387		597,053
Transfer To Debt Fund to Pay Revenue Bonds		(400,900)		-	(400,900)		(33,708)		, -		(33,708)
Subtotal - Residence Halls and Summer Conferences		906,100		516,200	389,900	-	582,732		19,387		563,345
Bookstore Rental and Commissions		60,000		-	60,000		1,972		-		1,972
Food Service & Vending		95,000		403,700	(308,700)		8,159		25,945		(17,786)
Employee/Student Housing Rental		214,200		272,800	(58,600)		-		-		-
Edventures		342,000		352,300	(10,300)		1,245		2,620		(1,375)
Winery - Tasting Room		300,000		345,000	(45,000)		12,828		17,618		(4,790)
Family Enrichment Center		757,300		1,021,400	(264,100)		39,689		58,402		(18,713)
Community Events		812,300		1,154,400	(342,100)		39,545		88,885		(49,340)
Performing Arts Productions		340,000		345,900	(5,900)		1,650		14,158		(12,508)
SBDC (Federal Grant Match Requirement)		-		186,600	(186,600)		-		6,530		(6,530)
Yavapai College Foundation		543,800		543,800	-		26,944		26,944		-
Other Auxiliary Enterprises		180,600		149,100	31,500		17,126		4,184		12,942
General Fund Transfer In		2,008,900		-	2,008,900		120,967		-		120,967
Contingency		-		100,000	(100,000)		-		-		-
Facilities & Administrative Allocation		-		1,169,000	 (1,169,000)				97,417		(97,417)
	\$	6,560,200	\$	6,560,200	\$ -	\$	852,857	\$	362,090	\$	490,767

Comments:

Residence Halls and Summer Conferences revenues are above budget due to most of the fall 2023 semester room revenues being recorded. This will even out over the next few months.

The Budget currently has a surplus of \$490,767.

REPORT OF REVENUES AND EXPENDITURES

For the One Month Ended July 31, 2023 - 8.3% of the Fiscal Year Complete

Fiscal Year 2023-2024

DEBT SERVICE FUND

Total

Percent of

	Revenues							Re	evenues		Budget	Budget		
REVENUES: Investment Income General Fund Transfer In Auxiliary Fund Transfer In Fund Balance Applied to Budget TOTAL REVENUES	\$ 10 71,292 33,408 - 104,710							\$	10 71,292 33,408 1,200 105,910	\$	855,500 400,900 2,200 1,258,600	100.0% 8.3% 8.3% 54.5% 8.4%		
DEBT SERVICE FUND EXPENDITURES (Note 1):			to-Date ditures			Labor Encumbrances		Total Expenditures and Non-Labor Encumbrances		Budget		Percent of Actual and Non- Labor Encumbrances to Budget		
Revenue Refunding Bonds - 2021														
Principal Payments		\$	-	\$	69,583	\$	-	\$	69,583	\$	835,000	8.3%		
Interest Payments			-		1,708		-		1,708		20,500	8.3%		
Revenue Bonds - 2013														
Principal Payments			-		29,583		-		29,583		355,000	8.3%		
Interest Payments			-		3,838		-		3,838		45,900	8.4%		
Bank Fees			1,100		-		-		1,100		2,200	50.0%		
TOTAL EXPENDITURES			1,100		104,712				105,812	1	1,258,600	8.4%		
SURPLUS/(DEFICIT)								\$	98	\$				

COMMENTS:

Through the first month, 8.4% of budget has been committed compared to 8.4% of revenues received

Year-to-Date

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