

Yavapai College
District Governing Board
Regular Meeting

Tuesday, March 19, 2024
1:00 p.m.

The meeting location will be open to the public at 12:45p.m. at the latest.

Sedona Campus
4215 Arts Village Drive
Sedona, Arizona 86336

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 – AMENDED *

1. General Functions: Procedural
 - a. Call to Order {Time: 1}
 - b. Pledge of Allegiance {Time: 1}
 - c. Adoption of Agenda – **DECISION** {Time: 1}
 - d. Open Call – **INFORMATION** {Time: 10}

2. Study Session

- a. President's Reports - Dr. Lisa Rhine - **INFORMATION** {Time: 60}
 - i. College Council – Dr. Douglas Berry, Dr. Janet Nix and Mr. Rodney Jenkins
 1. Faculty Senate – Dr. Andrew Winters (*Attached*)
 2. Staff Association – Ms. Julie Galgano (*Attached*)
 3. Student Government Association – Ms. Shanna Collier, Treasurer of Yavapai College Student Government Association (*Attached*)
 - ii. President's Evaluation Report – Board Policy 203 Employee Compensation, Benefits, and Treatment of Personnel – Dr. Janet Nix. (*Attached*)
 - iii. Budget to Actual Monthly Reports and Cash Reserves Monthly Reports (*Attached*)
- 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 – Member Steve Bracety
- c. 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. District Governing Board Budget for Fiscal Year 2024 – Dr. Clint Ewell - **INFORMATION, DISCUSSION AND DECISION** (*Attached*) {Time: 10}
- b. Yavapai College District Governing Board Meeting Delivery Procedures – Atty. Lynne Adams, Board Council; Mr. Ryan Gray, Director of Technology Engagement and Strategy; Ms. Yvonne Sandoval, Executive Assistant - **INFORMATION, DISCUSSION AND DECISION** (*Attached*) {Time: 15}
- c. Consent Agenda – **DECISION** {Time: 5}
 - i. Board Workshop Meeting Minutes – Tuesday, February 13, 2024 (*Attached*)
 - ii. Board Executive Session Confidential Minutes – Tuesday, February 13, 2024
 - iii. Board Workshop Meeting Minutes – Tuesday, February 20, 2024 (*Attached*)
 - iv. Acceptance of President's Report on Board Policy 203 Employee Compensation, Benefits, and Treatment of Personnel
 - v. Receipt of Report on Revenues and Expenditures for February 2024 (*Attached*)
 - vi. 2024-13 Yavapai College District Board Resolution (*Attached*)
* Resolution was amended to include missing word.
 - vii. 2024-14 Yavapai College District Board Resolution (*Attached*)

- viii. Revision to Yavapai College District Governing Board Policy 306 – Board Member Code of Conduct & Ethics (*Attached*)
 - ix. Intergovernmental Agreement – Yavapai County Juvenile Court Center (YCJCC) – Operation of the Yavapai County Learn and Earn Academy (YCLEA) Program (*Attached*)
- d. 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: 60}
- e. Reconvene 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}
4. Adjournment of Board Regular Meeting: Procedural - **DECISION** {Time: 1}

Faculty Highlights

March District Governing Board Presentation

Division I

Allen Magarrell: Wolfe Publishing approached Allen last summer about the possibility of teaming up to build a rifle for them that they would promote in their magazine, newsletter and on their YouTube channel. Allen agreed and had two of his top Gunsmithing students build the rifle. Their YouTube host came to the shop and over three weeks filmed YC students building this rifle. The four videos are now running on YouTube, and this feature has helped market the YC Gunsmithing program. Rifle Magazine received so much great feedback from the build and would like YC to build another!



Division II

Ilene Roby: Ilene is a long-time Allied Health Adjunct and nurse; she has created her own business, LLC, to become a Nursing Assistant state test observer for Arizona. This opportunity has allowed her to bring invaluable experience and the most up-to-date information back to our Nursing Assistant program so we can continue to best prepare our students for their state certification/licensure exam.

Avery Liggett: Avery has spent countless hours bringing new innovative strategies into the Radiology courses that have elevated student learning and prepared them better than ever for their clinical experiences. Avery's efforts have garnered positive feedback from clinical agency partners about the quality of our students. Our adjunct instructors have enjoyed working alongside Avery's structure in the clinical skills labs.



Avery Liggett

Division III

Megan Hanna: presented at the Community College Conference "Unlocking Engagement: Strategies for Interactive Learning in Online Bachelor's Degree Programs."

Lauri Dreher: Lauri Dreher worked with the REDC and the SBDC on the Bellwether Award Finalist "Redefining Resilience: A pathway to Economic Empowerment."

Heather Leavitt: Did a math presentation for the FEC teachers, "The Importance of Early Learning in Mathematics," and one for the FEC parents, "Fostering a Growth Mindset."

Brandelyn Andres: Published, "The Maintenance of Female Sexual and Reproductive Health in the Prehistoric Aegean." She presented a paper at the International American School of Oriental Research Conference, "The Boat of Heaven Brings Bounty: Near Eastern Influence in Aegean Initiation Ritual."

Bryan Robertson: Co-authored "Creative Convergence: The AI Revolution in Art and Design," published by Springer Nature.



Lauri Dreher



Brandelyn Andres

Division IV

Laraine Herring: Leading Psychology faculty. Retiring in August 2024 after 19 (!) years with YC. Her research and pedagogy very prominently feature work on loss and grief. Including the cover of the book seen here, this one Laraine wrote and illustrated, called *The Grief Forest: a book about what we don't talk about*. Laraine's dedication to students is summed up in the following quote: "Your lecture on "How We Don't Talk About Grief", was so moving to me I cried the whole way through (in a good way!)"

Steve Doyle: Leading Geology and Geography faculty and has been working at YC for over 25 years. Currently, Steve is helping to establish an Arizona Meteorological Network (AZMET) weather station at the Chino Valley campus. Other projects Steve is working on are converting both of the geography science courses, GEO 103 (Introduction to Physical Geography) and GEO 212 (Introduction to Meteorology), to 8- and 16-week Open Educational Resources (OER) courses.

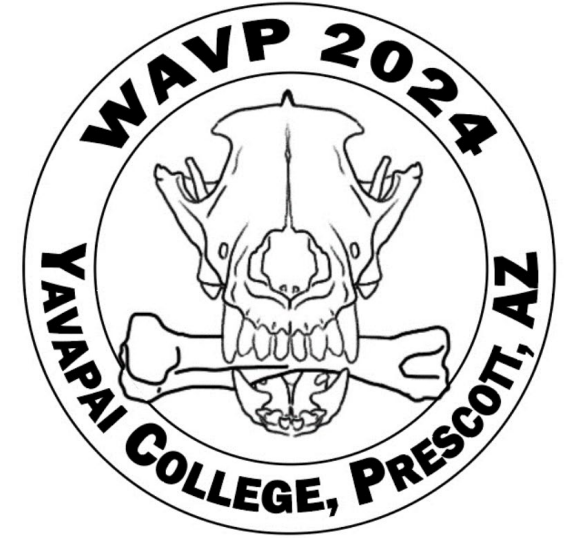


Division V

Jeb Bevers: The annual Western Association of Vertebrate Paleontologists (WAVP) meeting was held on the YC Prescott campus February 16th - 18th, 2024. YC Science Professor Dr. Jeb Bevers organized the event. Attendees from eight states conducted talks and poster presentations on Saturday, February 17th. A field trip to the noted Milk Creek fossil site in Yavapai County was conducted on Sunday, February 18th.

YC's new Geologic Timewalk has opened adjacent to Building Four on the Prescott campus. Created by Dr. Jeb Bevers with help from Bryan Professor of Visual Arts and local artists, the time walk is a physical representation of geologic time from the Big Bang through today.

Dr. Kathleen Tallman, Assistant Professor of Anatomy, and colleagues have published an article in the HAPS Educator (December 2023) on applications of multi-dimensional learning modalities in anatomy. This article documents the successful classroom transition from cadaver dissection to library-based digital anatomy resources that can be used with no textbook-related costs for students.





S.A.M Recognition Award

SEE The needs, objectives and challenges of others.

ADJUST Efforts to be more helpful to others

MEASURE And hold ourselves accountable for the impact of our work on others.

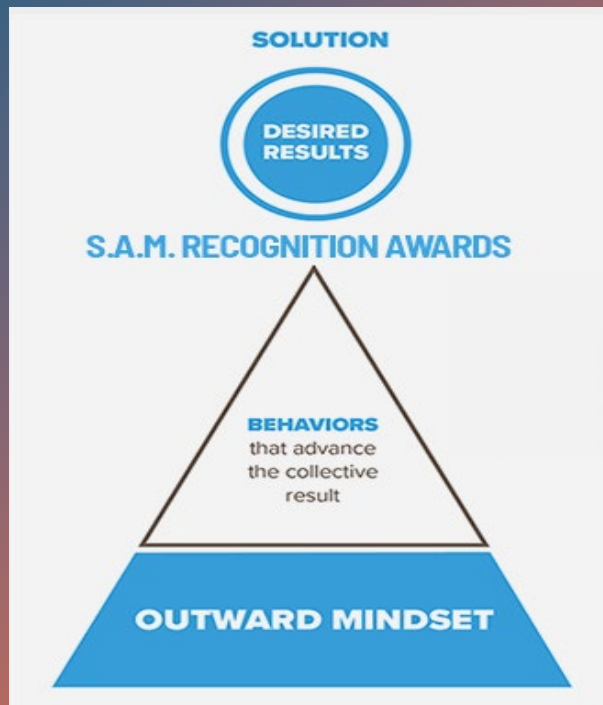


Taken from the Outward Mindset Curriculum



S.A.M Recognition Awards

- The S.A.M Award recognizes employees who show exemplary individual achievement, and performance in their jobs and other related duties beyond their own to make the workplace more efficient and more welcoming to co-workers, students and the community.



S.A.M. Recognition Award Winner

- YCSA's Secretary Britney Olsen is the first staff recipient of Yavapai College's S.A.M. Recognition Awards



Yavapai College Student Government Association Update

- YCSGA Executive Election Updates
- L.E.A.D. Conference
- Ruff's Closet Ribbon Cutting



YCSGA Executive Elections



APPLICATIONS AND INTERVIEWS
HAVE NOW CLOSED



CAMPAIGNING WILL BE WRAPPING
UP IN THE NEXT 2 WEEKS



APRIL 8TH, ELECTION RESULTS
WILL BE ANNOUNCED



L.E.A.D. Conference

- 105 expected students
- 8 different sessions
- 17 Sponsors
- Fostering outward mindsets, inclusion, and communication



Ruff's Closet

- Ribbon Cutting April 2nd
- Upgraded Interior



Report on Policy 203: Compensation, Benefits, and Treatment of Personnel



District Governing Board March 2024

With respect to employment, compensation and benefits to employees, consultants, contract workers and volunteers, the President shall not:

- Promise or imply guaranteed employment*
- Establish current compensation and benefits that deviate materially from the geographic or professional Market for skills employed.*

- 2.06: [Pay Administration](#)
- 2.17: [Total Compensation](#)
- 2.42: [Compensation of Faculty and Staff](#)
- 2.02: [Hours of Work](#)
- 2.30: [College Volunteers](#)

Promise or Imply Guaranteed Employment



Origination	1/25/2000
Last Approved	3/5/2021
Effective	3/5/2021
Last Revised	3/5/2021
Next Review	3/4/2024

Owner	Weinacker, Emily: Chief Human Resources Officer
Area	2.0 Human Resources

College Volunteers, 2.30

OPERATIONAL POLICY STATEMENT

Volunteers are an important human resource for the College and may provide frequent and continuous assistance to the various instructional, support service, and administrative units when demonstrated needs exist. Volunteers do not receive compensation or employee benefits for the personal services they contribute to the College.

PROCEDURE [Copy Link](#)

The College volunteer and the applicable department will complete a Volunteer Services Information Form prior to volunteer status beginning. This document assures that the volunteer understands the nature of the work to be performed and that the College provides no compensation or employee benefits, except Workers Compensation, for serving as a volunteer.

Restrictions on Volunteers:

Volunteers will not normally be assigned to supervise or participate in high-risk activities. If such an assignment is authorized, a responsible full-time College employee must be present during all activities. Volunteers will not normally be issued keys to College facilities. A non-exempt College employee cannot also volunteer to perform the same type of services for which he/she is normally employed.

Supervisor Responsibilities: [Copy Link](#)

Supervisors will select volunteers who meet the minimum qualifications to perform the identified tasks. Supervisors will ensure that a Volunteer Services Information form is completed and sent to Human Resources when the volunteer assignment begins and again when the volunteer assignment is completed. Supervisors will ensure that volunteers receive applicable training, including an orientation to the general performance expectations of all College employees as outlined in Operational Policy 2.21. Supervisors will coordinate any required accounts, including telephone, email and portal, both at the start and at the end of a volunteer's assignment.

A volunteer's assignment is "at will" and may be terminated without cause or a statement of reasons at any time and without prior notice by a volunteer's supervisor or other College administrator.

Independent Contractors/Consultants

Independent Contractor Agreement

Status as Independent Contractor: The College and the vendor hereby acknowledge and agree that the vendor shall have the status of an independent contractor under this agreement. The method and technique of his/her performance shall rest in his/her own discretion, subject to the satisfaction of the College.

Indemnification. Vendor agrees that any personal injury to self, third parties or any property damage resulting from performance of the obligations hereunder by the vendor shall be the responsibility of Vendor. The Vendor will defend, indemnify and hold harmless Yavapai College, its trustees, officers, employees, and agents, from any and all claims, demands, lawsuits or award of damage arising out of the Vendor's performance of the obligations, unless caused by the sole fault or negligence of Yavapai College.

Employees: At time of hire

At Will Employment Acknowledgement Statement

Your signature below will serve as evidence of your acceptance of the appointment to the position(s) you were hired for and which you might obtain while employed with Yavapai College. The College may, in sole discretion, modify your duties and/or assignments, including reassigning or transferring you to another position within the Yavapai County Community College District.

In accordance with Arizona law, the College's employment relationship with you is at will, and based upon mutual consent. This means that either you or the College may choose to end the employment relationship at any time, with or without cause or notice.

This notice does not constitute a contract. No manager or representative of the College, other than the President, has any authority to enter into any agreement with you for employment for any specified period of time. If made, any such agreement shall not be enforceable unless it is in writing, states it is an employment agreement, and is signed by you and the President or President's designee.

Market Study completed by Huron

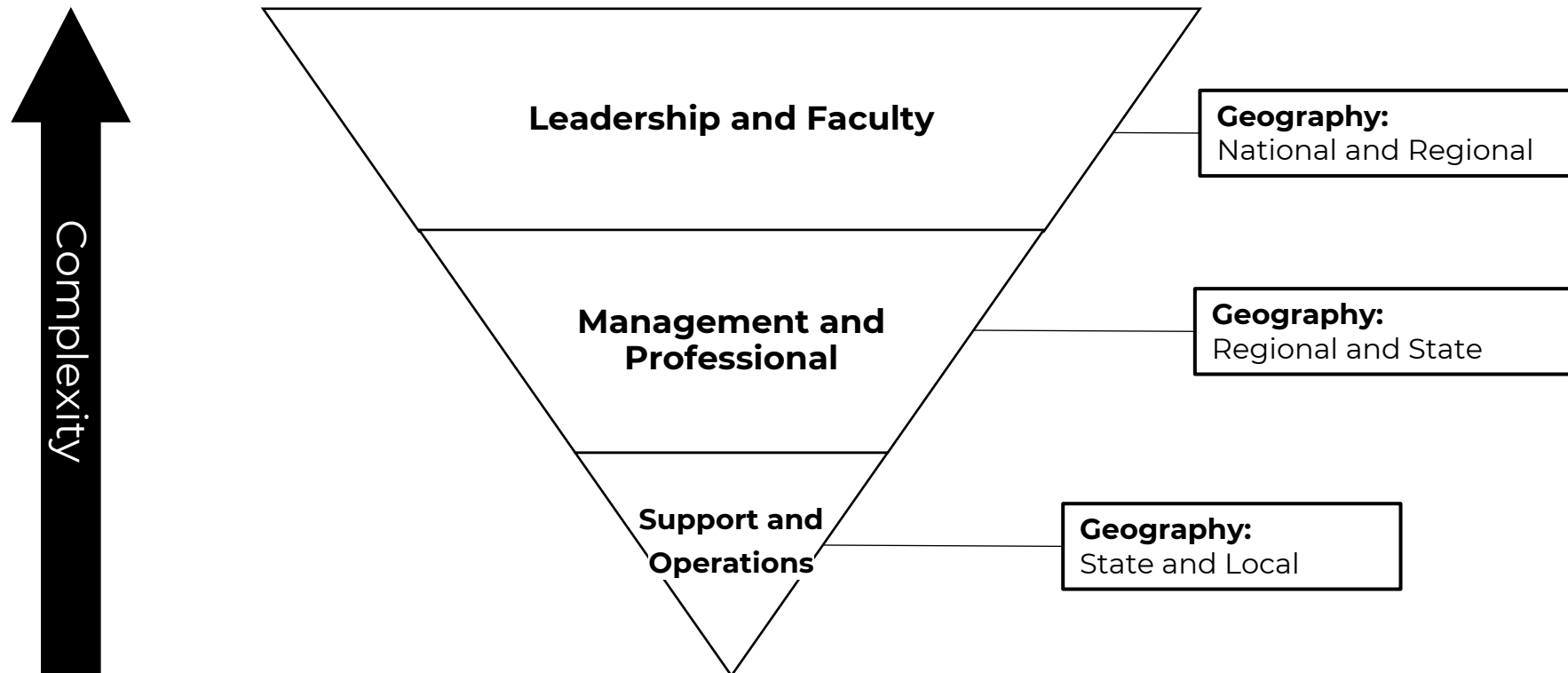
- Completion November 2023
- Communication December 2023
- Implementation January 2024

YC Compensation Philosophy

Component	
Scope	<ul style="list-style-type: none"> All Yavapai College non-student and non-temporary staff and faculty
Goals and Objectives	<ul style="list-style-type: none"> Consistency in determining pay Clarity and transparency Competitive positioning Emphasized growth and development Proper stewardship of resources
Labor Market Definition	<ul style="list-style-type: none"> Associate's institutions for higher education jobs Consideration of local (AZ) or broader regional general industry data where available
Market Target and Positioning	<ul style="list-style-type: none"> 50th %tile target for base pay across relevant markets 75th %tile for hard-to-recruit jobs with HR approval
Annual Salary Administration	<ul style="list-style-type: none"> Annual review of pay ranges using reliable compensation surveys On hire, employee's placement within range is determined by relevant experience and education. YC HR approval is required to go more than 5% above the experience-determined rate.

Survey Scope Selection

- Survey scopes reflect YC's compensation philosophy and are selected based on the geographic region targeted during recruitment for each employee category.



Pay Range Structure

Opportunity exists to implement an updated staff pay structure, improving consistency in range spreads and progression and YC's ability to align to market and administer compensation

Yavapai College 2022 Staff Salary Schedule

Range	Minimum (Hourly)	Midpoint (Hourly)	Maximum (Hourly)	Progression	Spread
3	\$12.48	\$14.51	\$16.55	N/A	33%
4	\$12.73	\$15.30	\$17.86	5%	40%
5	\$13.09	\$16.32	\$19.55	7%	49%
6	\$13.59	\$17.34	\$21.10	6%	55%
7	\$14.75	\$18.76	\$22.77	8%	54%
8	\$15.90	\$20.25	\$24.60	8%	55%
9	\$17.12	\$21.83	\$26.55	8%	55%
10	\$18.47	\$23.57	\$28.67	8%	55%
11	\$19.98	\$25.46	\$30.95	8%	55%
...					
24	\$59.57	\$77.48	\$95.40	9%	60%
25	\$64.85	\$84.23	\$103.60	9%	60%

Yavapai College 2024 New Staff Salary Schedule

Range	Minimum (Hourly)	Midpoint (Hourly)	Maximum (Hourly)	Progression	Spread
G	\$16.00	\$20.80	\$25.60	N/A	60%
H	\$17.60	\$22.88	\$28.16	10%	60%
I	\$19.36	\$25.17	\$30.98	10%	60%
J	\$21.30	\$27.69	\$34.08	10%	60%
K	\$23.43	\$30.46	\$37.49	10%	60%
L	\$25.78	\$33.51	\$41.24	10%	60%
M	\$28.35	\$36.86	\$45.37	10%	60%
N	\$31.19	\$40.55	\$49.91	10%	60%
O	\$34.32	\$44.61	\$54.90	10%	60%
...					
U	\$60.24	\$78.32	\$96.39	10%	60%
V	\$65.67	\$85.36	\$105.06	10%	60%

Treatment of Employees

With respect to the treatment of personnel in the Yavapai College community, the College President shall not allow conditions which are unlawful, unethical, unsafe, or disrespectful.

Accordingly, the president shall not:

- Allow staff to be without current, enforced, written human resource policies that clarify personnel rules for employees, provide for effective handling of grievances and protect against wrongful conditions.*
- Be in noncompliance with any laws, rules, and regulations pertaining to treatment of employees.*

Policies:

2.04 Performance Management

2.05 Employee Learning Excellence

2.13 Employee Leave Donation

2.17 Worker's Compensation

2.21 Performance Expectations and Corrective Action

2.23 Grievance (Staff)

2.37 Grievance (Faculty)

2.44 Sabbaticals for Professional Staff and Administrators

2.46 Leave of Absence for Civic Duty

Worker's Compensation (calendar year)

2021 – 2022: 9

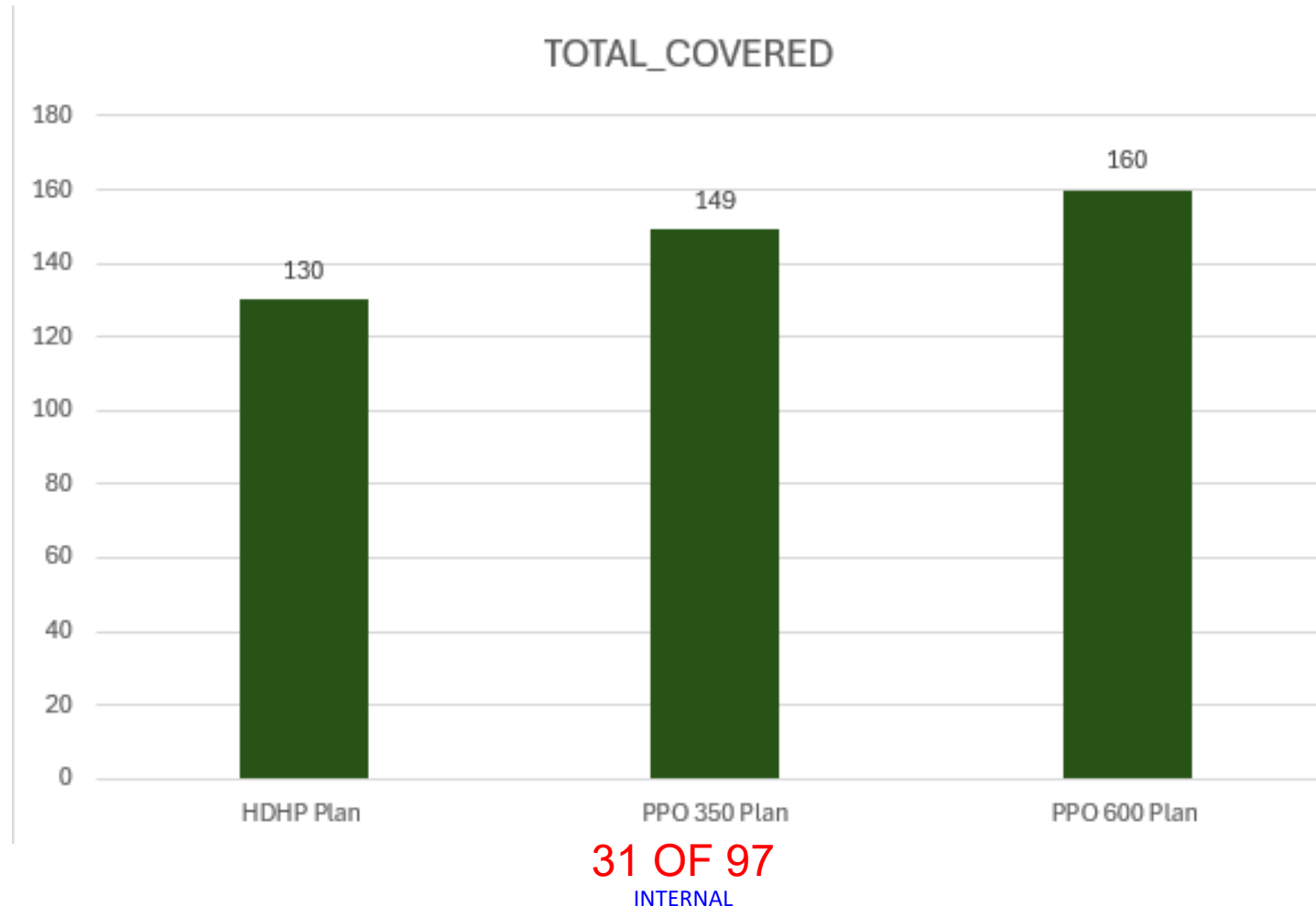
2022 – 2023: 2

2023 – YTD: 9

Grievances

Year	Number of Grievances
2019-2020	3
2020-2021	2
2022-2023	1
2023-2024 to date	1

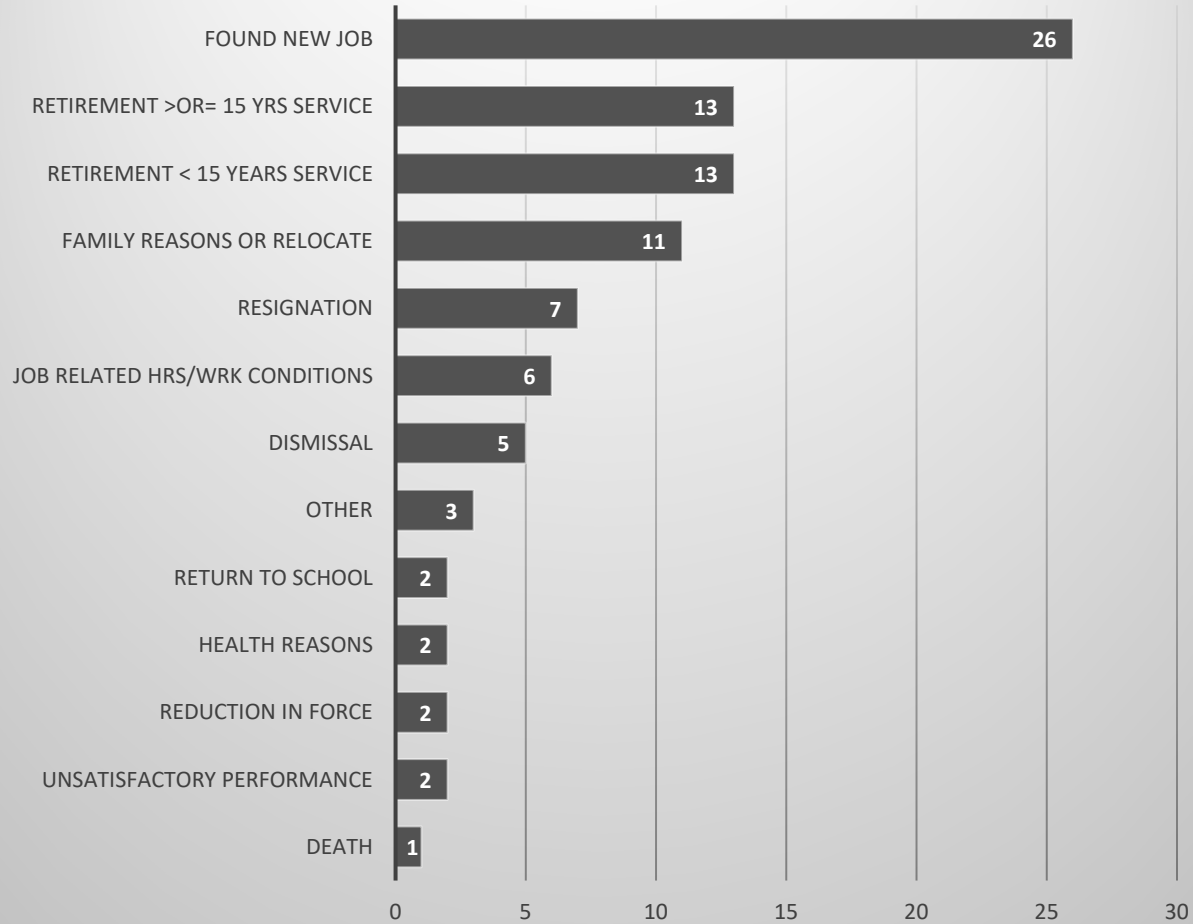
Employee Health Insurance Enrollment



Employee Separation Reasons

2022-23

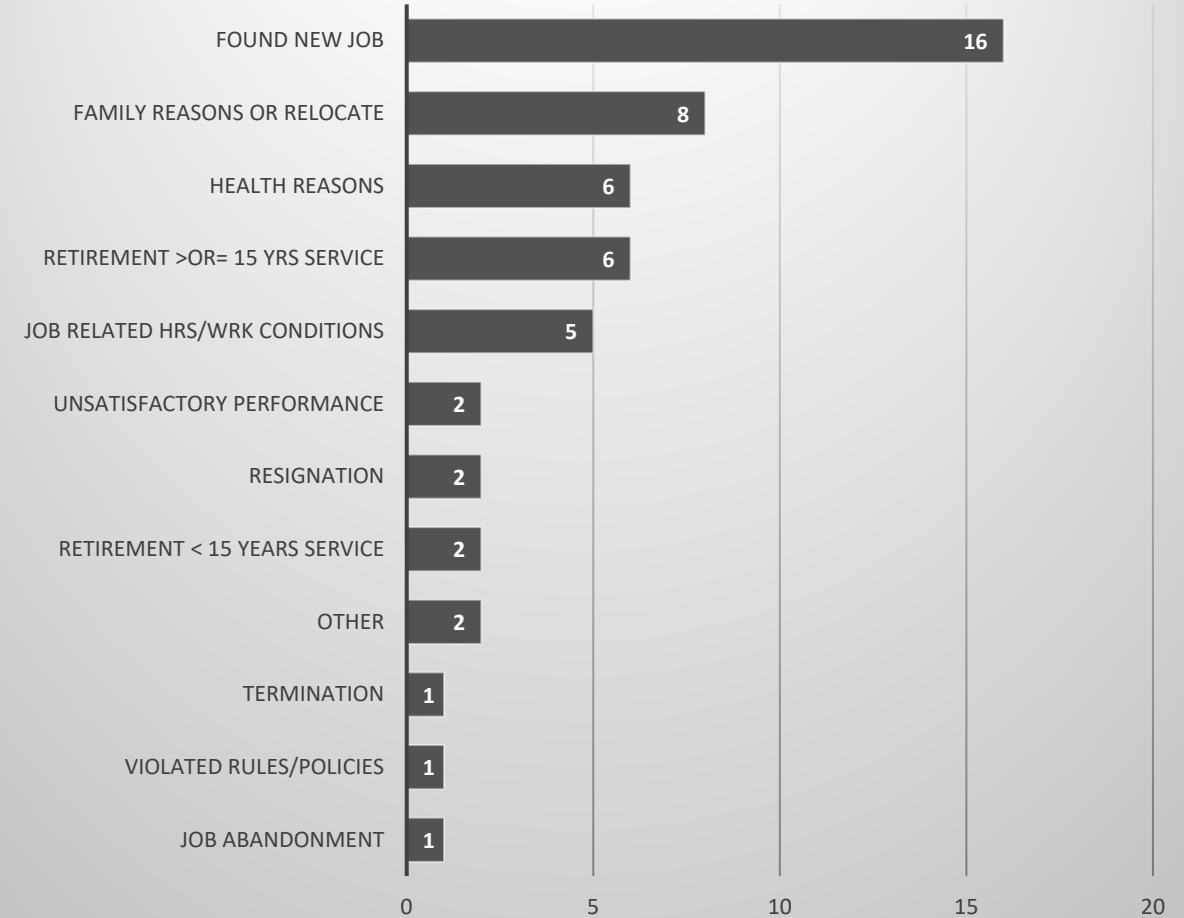
Reason For Separation



Total: 93

2023-24 To Date

Reason For Separation



Total: 52

32 OF 97

INTERNAL

QUESTIONS

Yavapai College Budget to Actual Status by Fund

February 2024

The President's Monthly report below provides a brief financial status of each of the District's five funds as of February 29, 2024.

Source: Monthly Revenue and Expenditure
Financial Reports

General Fund



As of February 29, 2024, the General Fund has a surplus of \$4,186,000. This is primarily the result of a significant amount of tuition and fee revenues being recorded for the spring 2024 semester and will even out over the next few months. In addition, interest income is exceeding budget by a large amount. This is a result of short-term interest rates being at a fifteen year high due to the recent Fed tightening.

For the fiscal year ended June 30, 2024, General Fund revenues are projected to be over budget by \$230,400 and expenditures are projected to be under budget by \$385,400 resulting in a net surplus of \$615,800.

Auxiliary Fund



As of February 29, 2024, the Auxiliary Fund has a surplus due to the collection of most of the spring 2024 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 February 29, 2024, the Unexpended Plant Fund has a surplus of \$154,500. 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 February 29, 2024, the Restricted Fund has a modest surplus and is expected to be within budget for the fiscal year.

Debt Service Fund

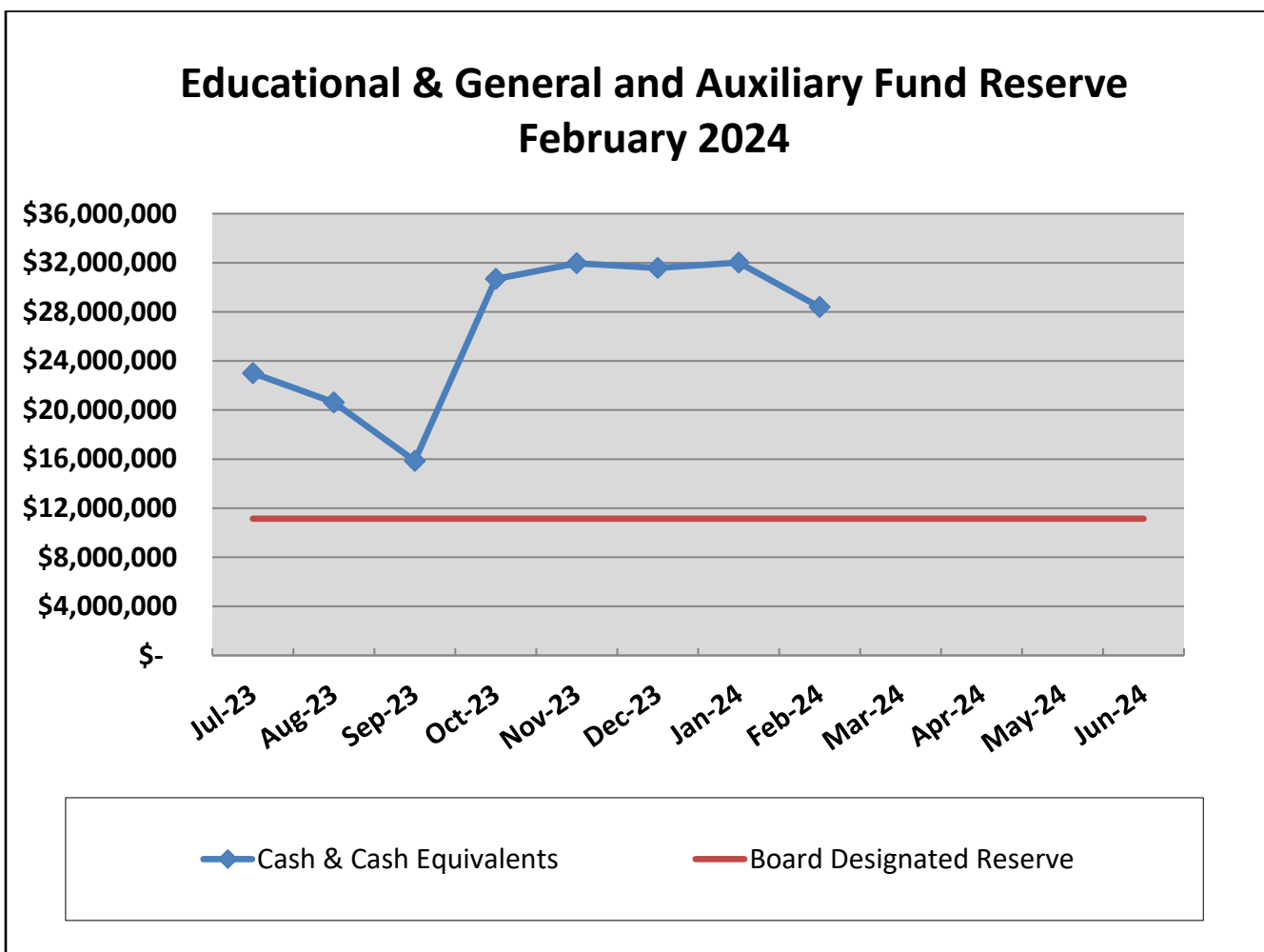


The Debt Service Fund accounts for the monies used to pay the interest and principal on the District's long-term bonds. College debt is at fixed rates of interest—as of February 29, 2024, there were no variances from budget.

Yavapai College Cash Reserves February 2024

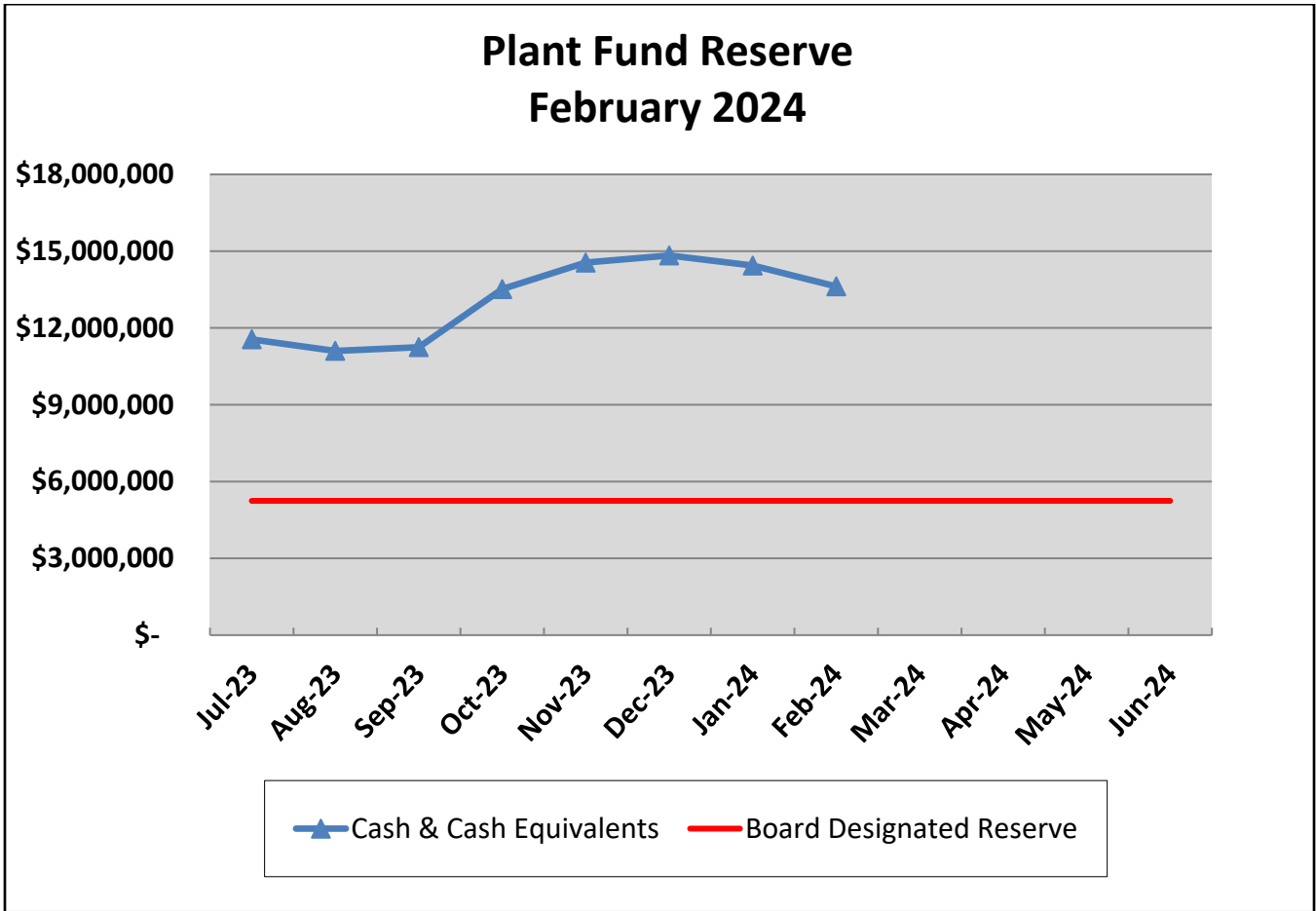
The President's monthly report on cash reserves below displays the District's reserves at February 29, 2024, in relation to the District Governing Board's (DGB) reserve requirements.

Source: Banner Finance



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

As of February 29, 2024, 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 February 29, 2024, Plant Fund reserves have exceeded the DGB's designated reserve.

2023-2024
District Governing Board
Calendar Dates

Month	Board Study Sessions	Board Meeting Type
Tuesday, April 23, 2024 1:00pm Rock House	Study Session 1:00-3:00pm	Business Meeting 3:00-4:00pm
Tuesday, May 21, 2024 1:00pm Prescott Campus Community Room (19-147)		Truth in Taxation & Budget Public Hearing/Adoption Business Meeting
Tuesday, May 28, 2024 9:00am-4:00pm Chino Valley		Board Self-Assessment Workshop

DATES AND PLACES OF COLLEGE HOSTED EVENTS – FY 2023-2024	
TYPE OF EVENT	DATE/DAY/TIME/LOCATION
Baseball vs Paradise Valley	Tuesday, March 19, 2024 / Roughrider Park / 12PM & 2:30PM
Baseball vs Langley Blaze	Wednesday, March 20, 2024 / Roughrider Park / 12PM & 2:30PM
Baseball vs Mesa	Saturday, March 23, 2024 / Roughrider Park / 12PM & 2:30PM
Swing Caesar Swing	Saturday, March 23, 2024 / YCPAC / 7 PM
Softball vs Mesa	Tuesday, March 26, 2024 / Bill Vallely Field / 12PM & 2PM
Baseball vs Scottsdale Post Grad	Wednesday, March 27, 2024 / Roughrider Park / 12PM & 2:30PM
Baseball vs Gateway	Saturday, March 30, 2024 / Roughrider Park / 12PM & 2:30PM
Softball vs Glendale	Saturday, March 30, 2024 / Bill Vallely Field / 12PM & 2PM
Softball vs Pima	Tuesday, April 9, 2024 / Bill Vallely Field / 12PM & 2PM
Baseball vs Pima	Saturday, April 13, 2024 / Roughrider Park / 12PM & 2:30PM
Softball vs Arizona Western	Tuesday, April 16, 2024 / Bill Vallely Field / 11AM & 1 PM
Baseball vs Cochise	Tuesday, April 16, 2024 / Roughrider Park / 12PM & 2:30PM
Evening of Recognition	Thursday, April 18, 2024/ Verde Valley Campus – M137/ 6PM
Softball vs Eastern Arizona	Saturday, April 20, 2024 / Bill Vallely Field / 11AM & 1PM
Baseball vs South Mountain	Tuesday, April 23, 2024 / Roughrider Park / 12PM & 2:30PM
Evening of Recognition	Tuesday, April 23, 2024/Prescott Campus – 19-147/ 6PM

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
AACCT All Trustee Meeting	Wednesday, April 25, 2024, at 8:00 am Location: Doubletree Hilton, Phoenix, AZ
ACCT Leadership Congress 2024	Wednesday, October 23 – Saturday, October 26, 2024 Location: Seattle, Washington

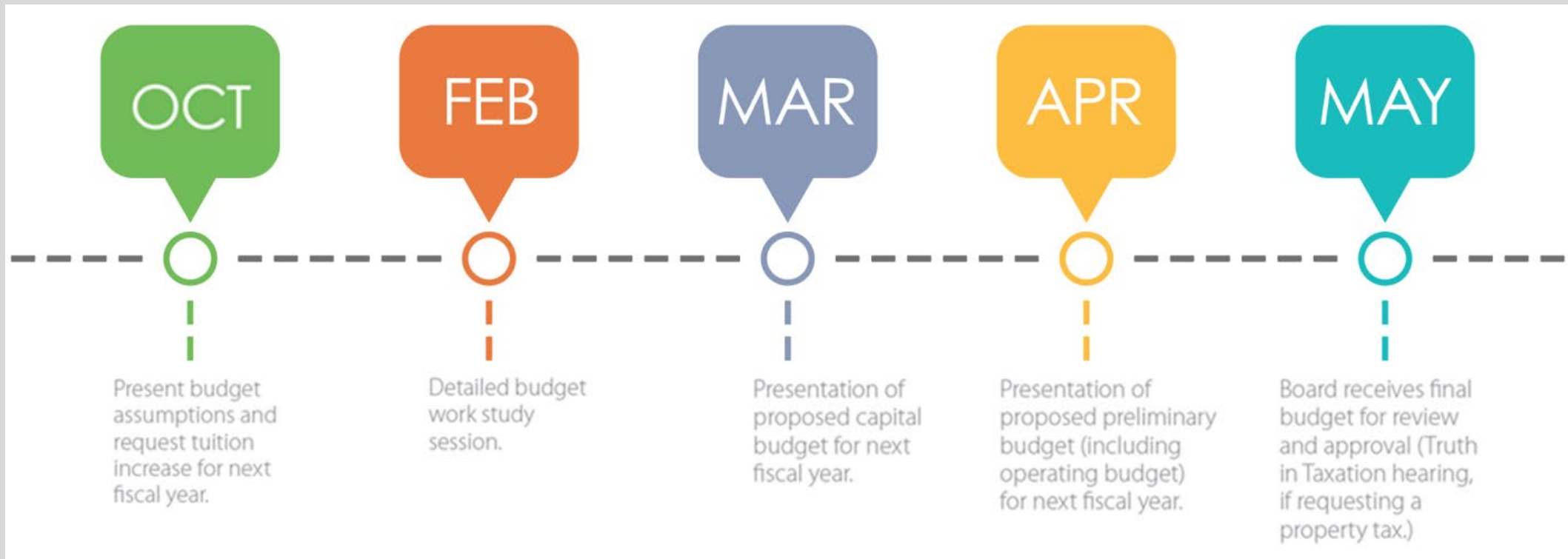
YAVAPAI COLLEGE DISTRICT GOVERNING BOARD

Proposed FY25 DGB Budget
March, 2024



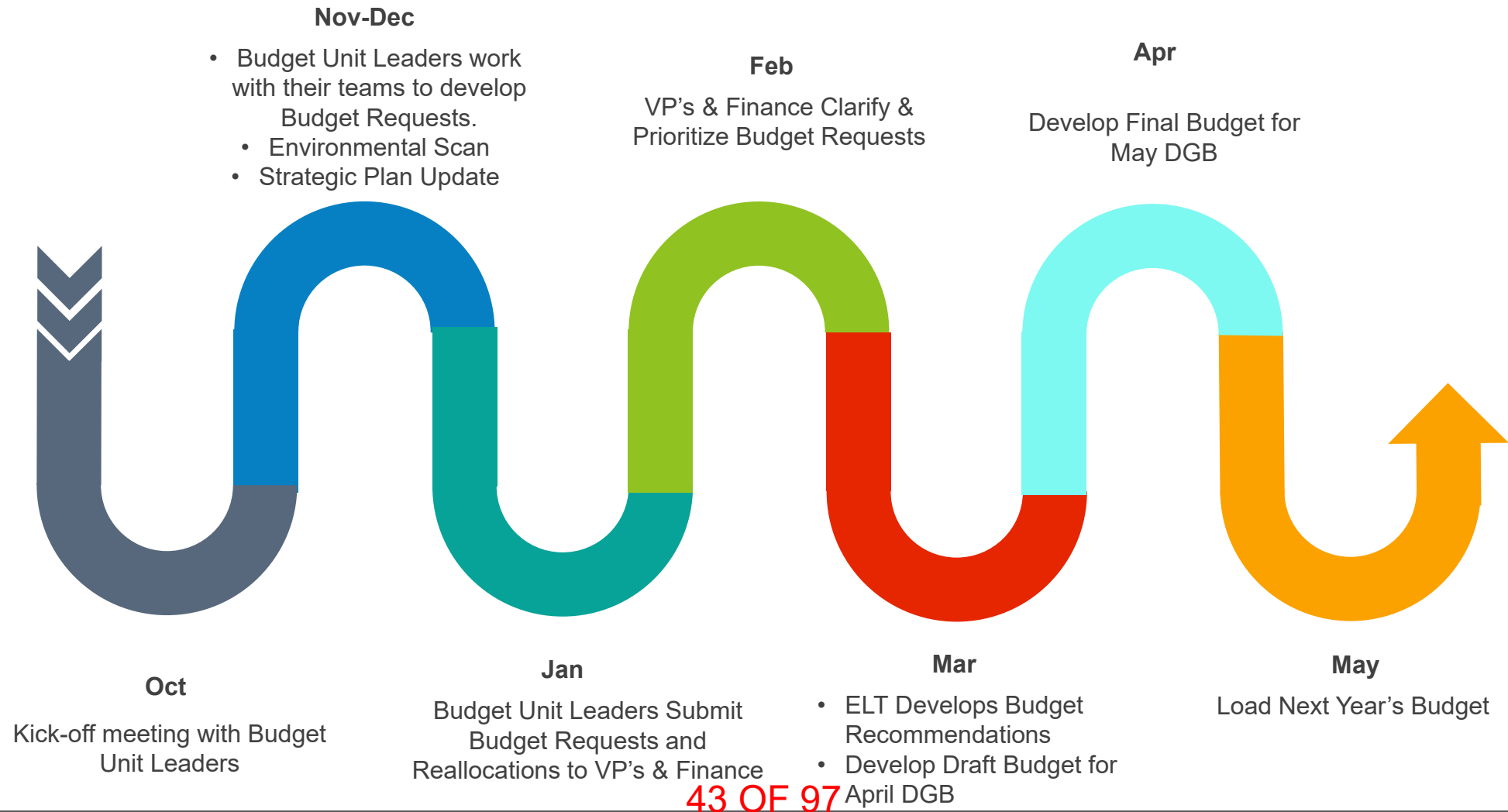
Budget Process

District Governing Board

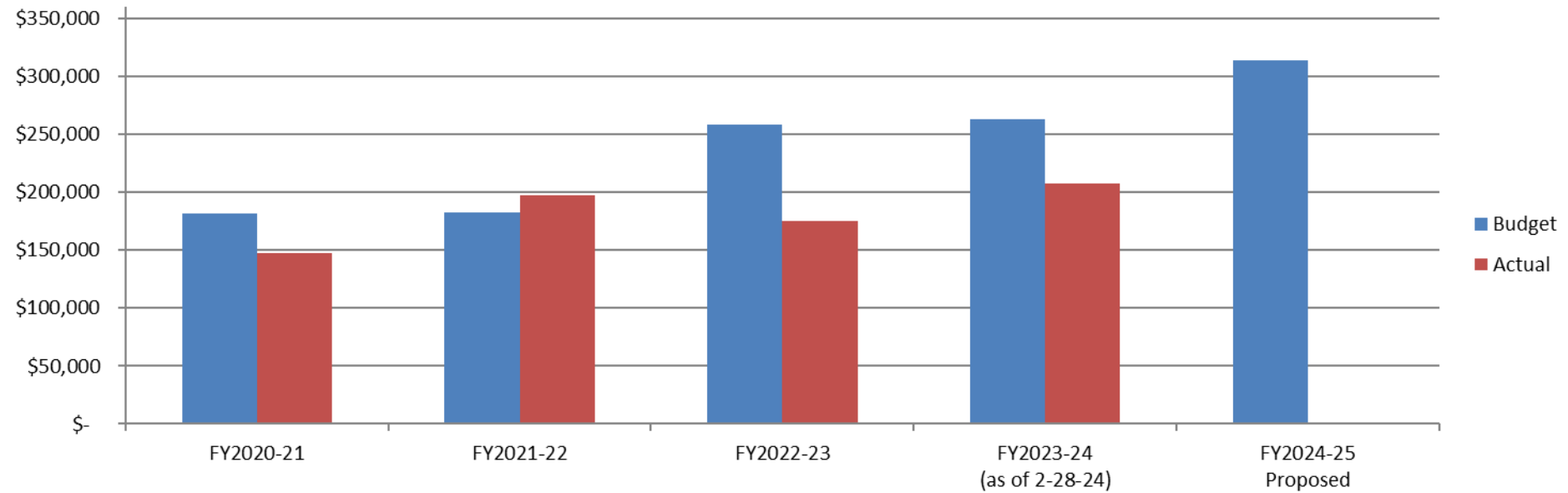


Budget Process

Yavapai College Employees



District Governing Board FY2020-21 through FY2023-24 Budget History and FY2024-25 Proposed



	011031-District Governing Board	FY2020-21		FY2021-22		FY2022-23		FY2023-24 (as of 2-28-24)					FY2024-25 Proposed
Account	Expense Type	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Encumb.	Estimated	Total	Budget
6xxx	Admin Support Salaries & Benefits	\$ 51,451	\$ 49,956	\$ 52,208	\$ 69,251	\$ 91,171	\$ 77,895	\$ 95,945	\$ 68,226	\$ 29,629	\$ 10,388	\$ 108,243	\$ 106,790
7000B	Direct Expense (less Capital) Pool	130,000	-	41,000	-	-	-	-	-	-	-	-	-
7001	Legal Services		58,918	-	64,135	50,000	55,030	50,000	18,361	33,063	-	51,424	55,000
7002	Consulting Services		17,837	9,000	-	10,000	-	10,000	-	-	-	-	8,000
7005	Professional Services - Other		-	-	250	-	3,442	-	259	-	-	259	500
	Advertising & Printing		3,980	5,000	3,452	5,000	652	5,000	508	-	300	808	3,000
7016	Contractual Services - Other		4,322	7,000	7,092	7,000	-	7,000	-	-	-	-	4,000
7016	Contractual Services - Election Costs		-	20,000	-	40,000	-	40,000	-	-	-	-	80,000
7101	Supplies - General		948	-	7,126	6,700	260	6,700	1,093	-	300	1,393	3,000
	Supplies - Software/Computer/Phone/Tech		-	11,000	-	-	830	-	378	-	200	594	1,000
	Supplies - Food/Other		3,078	3,000	8,825	5,000	4,912	5,000	1,943	-	1,100	3,043	7,000
	Books & Postage		608	-	319	500	380	500	363	-	200	571	500
7302	Rent - Buildings		-	-	814	-	-	-	-	-	-	-	-
7306	Memberships & Dues - Individual		-	-	-	-	-	-	-	-	-	-	-
7307	Memberships & Dues - Instit'l		5,627	4,000	5,897	7,000	-	7,000	-	-	-	-	4,000
7308	Fees - Filings & Permits		-	-	65	-	-	-	-	-	-	-	-
7309	Internet Subscriptions		-	-	-	-	-	-	-	-	-	-	-
7401	Travel - In State		-	-	812	800	2,475	800	634	-	400	1,034	2,000
7402	Travel-In State Training/Conference		-	-	-	-	676	-	159	-	100	259	500
7404	Travel - Out Of State		-	2,000	19,513	20,000	21,138	20,000	1,828	-	500	2,328	20,000
7405	Travel-OutofState-Traing/Conference		-	14,000	-	3,000	790	3,000	15,935	-	4,600	20,535	3,000
7408	Conference/Train'g Registration Fee		1,794	14,000	9,741	12,000	6,780	12,000	12,922	-	3,700	16,622	16,000
	Subtotal Direct Expense		97,112	-	128,041	-	97,364	-	54,384	33,063	11,400	98,871	207,000
	Total Direct (non-labor) Expense	130,000	97,112	130,000	128,041	167,000	97,364	167,000	54,384	33,063	11,400	98,871	207,000
	Total Expenses - All	\$ 181,451	\$ 147,068	\$ 182,208	\$ 197,292	\$ 258,171	\$ 175,259	\$ 262,945	\$ 122,610	\$ 62,693	\$ 21,789	\$ 207,114	\$ 313,790
	Budget Surplus / (Deficit)		\$ 34,383		\$ (15,084)		\$ 82,911				Projected:	\$ 55,830	19.3%

Yavapai College District Governing Board Meeting Delivery Procedures

Att. Lynne Adams,
District Governing Board Attorney

Mr. Ryan Gray,
Director of Technology Engagement and Strategy

Ms. Yvonne Sandoval,
Executive Assistant to the President & District Governing Board

Livestreaming District Governing Board Meeting

All District Governing Board
meetings are livestreamed

The Public Providing Comments during Open Call

Options:

1. Offering Two locations for Open Call: the Prescott Campus and Clarkdale Campus
2. Providing a Open Call Form on the Board's Webpage
 - a. Open for seven days before each Board Meeting
 - b. Close 24 hours before the Board Meeting
 - c. Zoom link will be provided for only Open Call participants

Potential Impact of HB2481 on the Public Providing Comments during Open Call

Proposed: All public bodies must allow public comment “in person” before the board makes any final decision. Note that it is not clear what “in person” means in this context.

Current: Public bodies may include public comment on any board agenda but need not do so.

Two Potential Designated Board Locations – Prescott and Clarkdale

Prescott – Rock House &

*Community Room 19-147

Clarkdale – Building M-137

Board Locations – Technology

Reassign Full-Time Support Technician to DGB Support

Prescott – Rock House – *Dedicated Space*

Perform Partial Room Refresh as full featured Board Chamber
Live viewing and participation from Verde Campus CLI

Community Room 19-147 – *Non Dedicated Space*

Use only for high audience Hearings and Votes – Existing Portable Equipment

Clarkdale – Building M-137 – *Non Dedicated Space*

Support with Existing Portable Equipment if needed

Board Locations – Technology

Dedicated Board Chamber

Individual audio mix and speaker for each seat with earphone option

Multi-Screen simultaneous viewing of slides and remote participants

Visible Request to Speak System – Permanent Presenter Station

AI powered auto director multi camera video capture

Zoom Powered Collaboration – Epiphan Powered Stream and Record

New Master Digital Sound Processor

Potential Impacts of HB2481

Proposed: All public bodies must provide at least 48 hours' notice to the public of any meetings, including providing an agenda for the meeting.

Current: Only 24 hours' notice to the public of meetings is required.

Potential Impacts of HB2481

Proposed: Agendas must “include a hyperlink to any relevant documents, contracts, agreements or proposals under consideration by the public body and referenced in the agenda.”

Current: Agendas only need to include enough information to allow the public to understand what a public body will discuss and/or decide at a public meeting; relevant documents may be included with the agenda, but are not required.

Questions

Yavapai College
District Governing Board
Budget Workshop

Tuesday, February 13, 2024
9:00 a.m.

The meeting location will be open to the public at 8:45 a.m. at the latest.

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

Members Present:

Ms. Deb McCasland, Board Chair

Mr. Chris Kuknyo, Secretary

Mr. Ray Sigafos, Board Member

Mr. Steve Bracety, Board Member – Arrived late, as noted below

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=a7f9f255-0725-4b4f-83ed-b11c0010beb9>

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

Chair McCasland called the Yavapai College District Governing Board Workshop to order at 9:00 a.m. Board Member Sigafos led the pledge of allegiance.

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

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

2. Study Session
 - a. Overview of Arizona Economy – Dr. George W. Hammond, Director of the Economic and Business Research Center – Eller College of Management at The University of Arizona - **INFORMATION AND DISCUSSION** {Time: 45}

Dr. George Hammond presented an overview of the state's economy, noting that while job growth in Arizona is increasing, it's slower than the US average. Inflation was also discussed, particularly in Phoenix, where it was rising faster than the national rate in 2021 but has begun to decelerate by the end of 2022. This segment also covered the job market, noting significant losses during the pandemic and subsequent recovery, with the strongest growth in private education and health services, and the slowest in trade, transportation, utilities, and manufacturing. The definition of 'unemployed' and the impact of the pandemic on wage growth was also discussed. The conversation discussed the shift towards a hybrid workplace model due to workers seeking more flexibility.

Dr. Hammond discussed the concept of a consumer price index, explaining that it's a weighted average of prices for goods and services that make up an average household's budget. He also highlighted the impact of global transportation costs on the supply chain and noted that overall price levels are still elevated from pre-pandemic levels. The discussion then shifted to the state of the housing market in Phoenix, Prescott, and Tucson, with a focus on median house prices and the Case-Shiller index. It was noted that both apartments and single-family homes saw significant price increases in 2021 and 2022, but the pace of growth has since slowed. The issue of housing affordability was also discussed. The most recent data from the third quarter of 2023 indicates that 21.7% of homes in Phoenix and 32.5% in Tucson were affordable to a family earning the local median income.

Dr. Hammond discussed the status of housing affordability in Arizona, noting that while it remains more affordable than some metropolitan areas, there has been a decline in affordability which impacts various aspects such as homelessness, taxable sales growth, and migration. Dr. Hammond also highlighted the trend of remote work and its potential impact on urban to rural transitions. Chair McCasland shared the college's plans to offer a bachelor's degree in business to support the local economy and foster entrepreneurship. The discussion also touched on the state of population growth in Arizona, with net migration becoming the primary driver, and the state of the labor market, indicating solid job growth and rising prices.

It should be noted that Secretary Kuknyo left the meeting at 9:57 a.m. during this presentation.

The Board considered Agenda Item 2.d at this time in the meeting to allow time for the presenter for Agenda Item 2.b to arrive.

- d. Receipt of the Yavapai College's Comprehensive Annual Financial Report (CAFR), Independent Auditors' Report on Internal Controls and Independent Auditors' Report on Compliance for Each major Federal Program – for the Fiscal Year Ended June 30, 2023 – Dr. Clint Ewell and Mr. Frank D'Angelo - **INFORMATION AND DISCUSSION** {Time: 15}

Mr. Frank D'Angelo discussed the successful completion of the financial audit and the ongoing Federal single audit and expansion limitation audit. The financial audit was completed without any findings, and no issues have been reported in the Federal single and expansion limitation audits so far. The ACFR would be submitted to the General Government Finance Officers Association for a certificate this will be the

24th year receiving it. The college's financial results were discussed, with a positive trend in unrestricted net assets, an increase in revenues from property taxes, interest income, and tuition, but a decrease in federal and state appropriations. The college ended the year with a cash reserve of \$42.3 million and a debt of \$3.5 million to be paid over the next four years. The financial composite index score was also discussed, which was 7.2 at the end of the last fiscal year, surpassing the NACUBO benchmark of 3.0. This segment also focused on pension liability, revenue bonds, and the retirement plan.

b. Environmental Scan Highlights for Fiscal Year 2023-2024 - Dr. Tom Hughes - **INFORMATION AND DISCUSSION** {Time:15}

Dr. Tom Hughes presented an environmental scan of Yavapai County for 2023-2024. The presentation revolved around the demographic, economic, and educational landscape of the region, with a particular emphasis on the impact of an aging population. Dr. Hughes also highlighted the role of net migration in fueling the county's growth and the declining influence of school-aged children moving into the area. The challenges faced by students in Yavapai County, particularly those in the K-12 system and adult learners, were also discussed. Dr. Hughes identified a significant number of adults in the county who have some college education but no degree and could benefit from continuing their studies. This segment revealed that many residents face financial challenges, with the median household income lagging behind the state and nation. Dr. Hughes also highlighted the issue of homelessness and mental health challenges among students. He discussed the impact of the pandemic on the local economy and workforce, noting that only three industries had seen gains since the pandemic, but these gains were significant enough to offset job losses. Dr. Hughes also highlighted the importance of postsecondary education or higher for a living wage in the county, and discussed Yavapai College's strategic planning process for the upcoming fiscal year, with goals centered around belonging, living wage, adult learners, and delivery.

c. Yavapai College Finances for Fiscal Year 2024-2025 – Dr. Clint Ewell - **INFORMATION AND DISCUSSION** {Time: 60}

Dr. Clint Ewell discussed the state budget, focusing on higher education funding, which has grown only 20% compared to K-12 education and public safety, both of which have seen significant increases. Dr. Ewell noted that Arizona universities receive ten times the recurring funds and three times the one-time funds from the state budget compared to Arizona community colleges. The meeting then shifted to discussing Yavapai College's budget. Half of the college's funding comes from property taxes, with the rest coming from tuition and fees, and federal and state governmental funding. Dr. Ewell emphasized the affordability of the college's tuition and fees, stating it is the second most affordable in the state. The discussion concluded with a mention of the potential unavailability of one-time state funds amounting to \$1.8 million in the next year.

Dr. Ewell discussed the budgeting system, which is divided into several funds and programs. The general fund covers operating expenses, while the auxiliary fund is for non-core educational activities. The college's budget is reported to the state or federal governments for benchmarking purposes. The budget is categorized by program, including instruction, academic support, student services, athletics, institutional support, facilities, and public services. The college experienced a significant increase in the capital budget due to the implementation of the capital improvement plan, which involves renovations and design work for various centers. The auxiliary budget also saw a 41% increase due to residence hall and food service expenses. Dr. Ewell discussed the college's budget allocation over the past five years, highlighting the addition of numerous positions, particularly academic advisors, in athletics, and information technology, and the expansion of the promise program. He also discussed the college's financial situation and resources allocation, including the importance of investing in instruction and student support categories. The college's strategic plan and budget were also discussed, with a focus on not chasing funds but securing grants that align with the mission. Board members then asked questions regarding the college's budget.

3. Board Business

- a. Consent Agenda – **DECISION** {Time: 5}
 - i. DGB Workshop Minutes – Tuesday, January 16, 2024 (*Attached*)
 - ii. Executive Session Confidential Minutes - Tuesday, January 16, 2024

(See Attachment A for more details on this discussion.)

Member Bracety arrived for the meeting and Secretary Kuknyo returned to the meeting at 12:28 p.m.

Member Payne asked that item i. DGB Workshop Minutes – Tuesday, January 16, 2024 be removed from the Consent Agenda for discussion.

Member Payne moved, seconded by Secretary Kuknyo, to approve the Consent Agenda with the exception of item i. DGB Workshop Minutes – Tuesday, January 16, 2024. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, Bracety and Payne).

Member Payne requested more detail be added to the minutes to ensure that they are as accurate as they can be. He wanted more details about Member Sigafos' presentation, as he felt the details of it were important. He also wanted the items he specifically cited for policy corrections and/or revisions and discussion to be included in the minutes.

Attorney Adams brought up that adding more detail is not required by statute, but it is up to the board. Member Payne indicated he understood that but wanted more detail in the interest of transparency.

Chair McCasland informed the board of the process of how minutes are generated so the board understands the time, energy and cost associated with lengthening the

minutes. She felt that adding every board member's comments to lengthen the minutes was not needed.

Member Payne moved, seconded by Member Sigafos, to add more details of discussion to item i. DGB Workshop Minutes – Tuesday, January 16, 2024, and particularly to the sections related to agenda item 2.f Yavapai College District Governing Board Meeting Delivery Procedures and agenda item 3.b Yavapai College District Governing Board Policies. Motion carried 3-2. (Ayes: Kuknyo, Sigafos, and Payne; Nay: McCasland and Bracety).

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: 60}

Secretary Kuknyo moved, seconded by Member Sigafos, 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 Prescott. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, Bracety and Payne).

c. Reconvene 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}

The Board reconvened in public session at 1:42 p.m.

Secretary Kuknyo moved, seconded by Member Bracety, that the board confirm its 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. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, Bracety, and Payne).

4. Adjournment of Board Workshop: Procedural - **DECISION** {Time: 1}

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

Workshop adjourned at 1:43 p.m.

Respectfully submitted:

Deanne K. Petty, Recording Secretary

Date

Ms. Deb McCasland, Board Chair

Mr. Chris Kuknyo, Secretary

Yavapai College
District Governing Board
Regular Meeting

Tuesday, February 20, 2024
1:00 p.m.

The meeting location will be open to the public at 12:45p.m. at the latest.

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

Members Present:

Ms. Deb McCasland, Board Chair
Mr. Chris Kuknyo, Secretary
Mr. Ray Sigafos, Board Member
Mr. Steve Bracety, Board Member

Members Absent:

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=789b4b36-b735-443c-9dab-b11c018132e6&start=572>

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

Chair McCasland called the Yavapai College District Governing Board Regular Meeting to order at 1:00 p.m.

- b. Pledge of Allegiance {Time: 1}

The Pledge of Allegiance was led by Secretary Kuknyo.

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

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

- d. Open Call – **INFORMATION** {Time: 10}

There were no submissions for open call.

2. Study Session

- a. President's Reports - Dr. Lisa Rhine - **INFORMATION** {Time: 60}
 - i. College Council – Dr. Douglas Berry, Dr. Janet Nix and Mr. Rodney Jenkins
 1. Faculty Senate – Mr. Bryan Robertson (*Attached*)

Dr. Rhine introduced Dr. Douglas Berry as the new Provost and Dr. Marylou Mercado as the interim Vice President for Workforce and Health Sciences.

Dr. Berry introduced Mr. Bryan Robertson to give an update from the Faculty Senate. Mr. Robertson highlighted the achievements of faculty members Jerald Monahan, Robert Smith, Dr. Andrew Winters across different divisions.

2. Staff Association – Ms. Gwen Payne (*Attached*)

Dr. Janet Nix introduced Ms. Gwen Payne to give an update from the Staff Association. Ms. Payne reported on the success of YC's winter celebration and activities, including a catered event in the evening with 54 attendees and a lunch event with 161 staff members. She talked about the first annual YC Angel Tree, which exclusively served YC students and their families, and expressed gratitude to those who donated supplies and time for the event. Ms. Payne acknowledged the contributions of various staff members in organizing and executing the Angel Tree initiative. Ms. Payne shared that the Angel Tree initiative supported 160 students and over 40 children, including a mother of six from the Verde Valley who received all the gifts she asked for. Ms. Payne noted that the Verde Campus supported 13 families from Clarkdale School District and highlighted the success of the first annual YC dinner boxes, which included specialty food items and gift cards. Chair McCasland expressed thanks from the board for all the Staff Association's hard work.

3. Student Government Association – Mr. Zane Shepard, Vice President of Yavapai College Student Government Association (*Attached*)

Mr. Rodney Jenkins introduced Mr. Zane Shepard to give an update for the Student Government Association. Mr. Shepard provided an update on the YSGA's activities, including creating a welcome back video for students, opening the application process for the YCSGA's Executive Board for next year, and detailing the DC trip itinerary and meetings. Mr. Shepard expressed gratitude to President Dr. Rhine and the DGB for their hospitality and the opportunity to represent the voice of students. Chair McCasland and Secretary Kuknyo expressed gratitude to the YSGA for their efforts and work as well as appreciating each YSGA board member's personal story.

- ii. President's Report on Board Policy 206, College Planning - Dr. Clint Ewell (Attached)

Dr. Clint Ewell provides a brief presentation on the college planning report. Dr. Ewell highlighted the creation of a multi-year plan, typically looking three years ahead and updating the plan annually. Dr. Ewell described the cross-functional strategic planning committee and their activities, including internal and external scans, SWOT analysis, and stakeholder feedback. He discussed the committee's focus on mission and vision statements, objectives, and key results. He discussed the college's strengths, weaknesses, opportunities, and threats, including dedicated employees, strong leadership, and community support. Dr. Ewell explained the updated plan, including items supporting the college's main goals and efforts to enhance student support services and expand education for the state prison population. He highlighted the college's healthy reserves and consistently exceeding mandated reserve levels. He explained resource allocation aligned with DGB priorities, focusing on capital assets and current fund budget supporting education, economic development, and cultural enrichment.

Chair McCasland and Member Bracety expressed appreciation for the strategic plan and its regular review and adjustment.

- iii. 2023-2024 Yavapai College Continuous Status Faculty – Dr. Douglas Berry (Attached)

Dr. Doug Berry explained the process of hiring faculty as provisional and then evaluating them for continuous status. He discussed the peer faculty mentor process and the criteria for evaluating faculty for continuing status. Dr. Berry described the portfolio submission and intensive first-year experience for faculty seeking continuing status. He highlighted the accomplishments and backgrounds of 11 faculty members who have earned continuing status. Dr. Berry congratulated Megan Vandermeer, Aaron Rodriguez, Sarah Cooper, Mike Schaible, Kyle Russ-Navarro, Josh Hoover, Kim Gould, Allen Magarrell, Gillian Troxel, Bob Moon, and Jerald Monahan for their achievements and contributions to the college.

Member Sigafos explained that community college does not have a tenure position, but this is equivalent to that and a great accomplishment.

- iv. Budget to Actual Monthly Reports and Cash Reserves Monthly Reports (Attached)

There were no comments or questions about the report.

- b. Facility Condition Assessment – Mr. Chad Hancock, Account Manager at Sightlines – **INFORMATION AND DISCUSSION** {Time: 30} (Attached)

Mr. Chad Hancock expressed excitement about Yavapai College working with Sightlines for the past eight years and shared insights on inflation's impact on construction costs. He discussed the challenges posed by the aging of campus spaces and the need for proactive planning. Mr. Hancock defined the work class and project category for better understanding of the upcoming needs. Mr. Hancock discussed the intention behind maintenance projects, whether it aims to replace existing equipment or modernize and expand capacity. He emphasized the need to understand the requirements across the campus and the impact of the work, including reliability, asset preservation, program improvement, economic operations, and safety code considerations. He highlighted the 10-year planning horizon and the need for a long-term funding strategy to avoid reactive maintenance. The presentation reviewed several charts and statistics that can be found in the Agenda Packet.

- c. Preliminary Capital Budget and Financing – Dr. Clint Ewell, Vice President of Finance – **INFORMATION AND DISCUSSION** {Time: 60}

Dr. Ewell explained that the capital budget plans are being presented early due to cash flow issues that will be considered by the board next month. Dr. Ewell discussed the pressing need to address capital budgeting amidst enrollment challenges and funding constraints, with a particular focus on the Health Science Center and the need to explore various funding avenues, including community support and potential partnerships. He also discussed the demand for space and the possibility of repurposing existing rooms in light of declining enrollments in higher education generally and a shift towards online and off-campus classes. The board requested clarification regarding the difference in on-campus student credit hours between 2020 and 2021 shown in the presentation, with an explanation that most coursework was online during COVID. Updates on various projects were given, such as the Prescott Campus Library, a new learning center, EV programming, a second CDL location, a fermentation building, acoustical improvements, and relocating ITS.

The Health Science Center project state funds have been pulled back by the state, and there's a need for immediate support for it due to local health provider needs. Options for funding the Health Science Center include delaying to the 2027 timeline or issuing a revenue bond, which might raise property taxes. There are efforts to secure more contributions for the Health Science Center, and the college is willing to consider sponsorship opportunities. Legislators and community figures are committed to the project despite funding challenges. Fundraising is crucial for the economic development of the community, and the college needs the assistance of the community.

There's a significant problem with student housing insecurity, as revealed by a housing survey. The college is actively searching for housing options for both the workforce and students, utilizing the housing opportunity index. Pilot studies on the Verde side for housing solutions were approved by the board, but there was a

disappointing response from both public service partners and students, with apartments remaining largely unrented. The need for more affordable housing options is critical. The RV park initiative has been successful, featuring new amenities and the acquisition of several RVs.

A small structure is being renovated into a studio apartment, and infrastructure is being developed at the Chino Center to support diverse housing types. Land near the airport has been purchased for signage and potential housing, and there's an opportunity to build at the Chino Center. Additional funds are required to advance these housing opportunities.

Dr. Ewell informed the board about the necessity of a 2% property tax levy increase for operations, consistent with planning, and proposed a total 4% levy increase to also support capital needs. Dr. Ewell proposed changes to capital cash flow assumptions, including bond renewals, adjusting the Health Science Center timeline, reducing grant and donation targets, and expediting housing expansion. He highlighted a maintenance budget increase, debt profile, inflation adjustments, and specific maintenance projects. He outlined equipment budget allocations, the capital improvement plan, and decisions regarding the use of existing spaces to avoid new capital investments. The presentation reviewed several charts and statistics that can be found in the Agenda Packet.

- d. 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

Chair McCasland indicated that she did not speak as the Board Spokesperson since the last meeting.

Chair McCasland indicated that as the AACCT representative, she participated in a session in Washington, DC during the ACCT Legislative Conference. All AZ Community Colleges were able to work as a group to communicate with Senators, Representatives, and heads of departments to collectively meet and hear the same information at the same time.

Member Bracety gave a brief overview of the last Foundation meeting. The Foundation fundraising budget is \$1.3 million, and they are currently at nearly \$1.5 million so far.

- e. Dates and Time of Future Meetings and Events – **INFORMATION, DISCUSSION, AND DECISION** {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*)

Executive Assistant, Ms. Yvonne Sandoval, reviewed the future meetings, college events, and conference dates.

3. Board Business

a. Executive Session Protocol – Board Chair McCasland – **DISCUSSION AND DECISION** {Time: 15}

Chair McCasland discussed the importance of confidentiality and the protocols surrounding the handling of sensitive information. She emphasized that all written materials should be returned to the attorney after sessions and raised concerns about recording in executive sessions. Attorney Adams indicated that the sessions are not videotaped, but that discussions are recorded in the confidential meeting minutes. She also explained legal aspects and consequences related to recording conversations in executive session.

A proposal was made to add a statement to the board's procedures to explicitly prohibit recordings during sessions. This led to discussions about where to include such a statement, with suggestions in multiple places, including in policy, the Executive Session statement, or both. The other board members supported the motion, while there was a call for clarity on whether this would mean modifying existing policies or creating new ones. Chair McCasland suggested having staff determine the best locations for the statement in existing policies, and there was a consensus on the need to address audio and video recording specifics.

Chair McCasland moved, seconded by Member Bracety, to include a statement specifically about recording executive sessions in the Executive Session Confidentiality Statement and in board policy, and instructed the staff to determine the appropriate policy placement and language and bring the revision back to the board for approval. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, and Bracety).

b. Consent Agenda – **DECISION** {Time: 5}

- i. Workshop Meeting Minutes Revised – Tuesday, January 16, 2024 (*Attached*)
- ii. Acceptance of President's Report on Board Policy 206 College Planning
- iii. Receipt of Report on Revenues and Expenditures for November 2023 (*Attached*)
- iv. Receipt of Report on Revenues and Expenditures for December 2023 (*Attached*)
- v. Receipt of Report on Revenues and Expenditures for January 2024 (*Attached*)
- vi. Revision to Yavapai College District Governing Board Policy 101 – College Priorities (*Attached*)
- vii. Revision to Yavapai College District Governing Board Policy 307 – Board Member Responsibilities and Obligations (*Attached*)
- viii. Revision to Yavapai College District Governing Board Policy 305 – Board Governing Focus & Style (*Attached*)
- ix. Revision to Yavapai College District Governing Board Policy 306 – Board Member Code of Conduct & Ethics (*Attached*)

- x. Revision to Yavapai College District Governing Board Policy 401 – Delegation to and Accountability of President (*Attached*)
- xi. 2024-12 Yavapai College District Board Resolution (*Attached*)
- xii. 2024 Yavapai College Sabbatical Leave Request
 - 1. Jason Whitesitt (*Attached*)
 - 2. Nicole Dean (*Attached*)
 - 3. Mark Muchna (*Attached*)
- xiii. Yavapai College Summary of Program Deletion Proposals (*Attached*)
 - 1. Advanced Tax – IRS Enrolled Agent Certificate
 - 2. Equine Care and Management Certificate
 - 3. Medical Assistant Associate of Applied Science
- xiv. Yavapai College Summary of New Program Proposals (*Attached*)
 - 1. Bachelor of Science in Business with Digital Marketing Concentration
 - 2. Foundations of Leadership Certificate
 - 3. Media and Extended Realities Certificate
 - 4. Agriculture Technology Management Certificate
 - 5. Media Editing and Post-Production Certificate
 - 6. Script Supervisor Certificate
 - 7. Women’s Health Imaging Certificate
- xv. Yavapai College Summary of New Program Proposals (*Attached*)
 - 1. Legal Paraprofessional Certificate – Juvenile Dependency Concentration

Member Sigafos moved, seconded by Member Bracety, to approve the Consent Agenda with the exception of items b.i and b.xii, which were removed from the Consent Agenda for further discussion. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, and Bracety).

Item 3.b.i: Member Sigafos indicated that at the last meeting, Mr. Payne made a great deal out of his comments regarding livestreaming meetings being omitted from the minutes. Member Sigafos indicated he thought Mr. Payne used him as an example of the desire for more complete minutes due to a presentation he had made over a year ago about including more detail in meeting minutes. Member Sigafos asserted that the minutes should reflect more than the absolute minimum of action on legal items taken by the board. He further indicated that he believed that Attachment A to the draft meeting minutes is not necessary or helpful. He gave the following two reasons for that: 1) In his opinion the original version of the minutes adequately reflected the discussion of his presentation including the two motions; and 2) Attachment A does not include the back-and-forth discussion among the board, especially the discussion on the second motion. He brought up that expanding the transcription to include the entire discussion would be a waste of time and energy of staff. Therefore, he believed that Attachment A should be removed from the final meeting minutes.

Member Sigafos moved, seconded by Chair McCasland, to approve item b.i with the removal of Attachment A from the minutes and renaming Attachment B to Attachment A after removal of the current Attachment A. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, and Bracety).

Item 3.b.xii: Secretary Kuknyo asked whether the sabbatical requests included a description of what faculty were planning to do on their leave. Board staff confirmed that the sabbatical application, which was included in the Agenda Packet, included that information. Secretary Kuknyo indicated that he must have just missed it somehow. Ms. Sandoval indicated that it starts on page 143 of the Agenda Packet.

Secretary Kuknyo moved, seconded by Member Sigafos, to approve item b.xii 2024 Yavapai College Sabbatical Leave Request. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, and Bracety).

4. Adjournment of Board Regular Meeting: Procedural - **DECISION** {Time: 1}

Member Sigafos moved, seconded by Secretary Kuknyo, to adjourn the Workshop. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, and Bracety).

Regular Meeting adjourned at 3:51 p.m.

Respectfully submitted:

Deanne K. Petty, Recording Secretary

Date

Ms. Deb McCasland, Board Chair

Mr. Chris Kuknyo, Secretary

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

For the Eight Months Ended February 29, 2024

District Governing Board

Fiscal Year 2023-24 Budget:

\$ 261,680

<u>EXPENDITURES (note 1):</u>	<u>Purpose</u>	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Total Expenditures/ Encumbrances</u>
Salary Expenses	Staff Support	\$ 68,226	\$ 29,629	\$ 97,855
AACCT Mini-conference/meeting (Yuma)	Registration/travel	1,310	-	1,310
ACCT Leadership Congress (Las Vegas)	Registration/travel	21,704	-	21,704
ACCT National Legislative Summit (DC)	Registration/travel	7,829	-	7,829
AGB National Conference on Trusteeship (Boston)	Registration/travel	795	-	795
Osborn Maledon, PA	Legal Services	18,362	26,638	45,000
Other - Various	Catering/supplies/other	3,877	-	3,877
YC Printing Services	Printing	507	-	507
				<u>178,877</u>
Remaining Budget - February 29, 2024				<u>\$ 82,803</u>

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Eight Months Ended February 29, 2024 - 66.7% of the Fiscal Year Complete

Fiscal Year 2023-2024

SUMMARY - ALL FUNDS

	<u>Year-to-Date Revenues</u>		<u>Year-to-Date Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
REVENUES:					
General Fund	\$ 42,942,208		\$ 42,942,208	\$ 58,380,200	73.6%
Restricted Fund	13,592,086		13,592,086	19,242,800	70.6%
Auxiliary Fund	5,421,543		5,421,543	6,560,200	82.6%
Unexpended Plant Fund	14,221,381		14,221,381	18,028,600	78.9%
Debt Service Fund	839,728		839,728	1,258,600	66.7%
TOTALS	<u>77,016,946</u>		<u>77,016,946</u>	<u>103,470,400</u>	<u>74.4%</u>

	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
EXPENDITURES (note 1):						
General Fund	\$ 37,515,255	\$ 11,763,580	\$ 10,522,656	\$ 38,756,179	\$ 58,380,200	66.4%
Restricted Fund	11,384,203	2,814,685	868,327	13,330,561	19,242,800	69.3%
Auxiliary Fund	4,583,662	971,454	807,142	4,747,974	6,560,200	72.4%
Unexpended Plant Fund	6,789,724	7,277,114	-	14,066,838	18,028,600	78.0%
Debt Service Fund	34,332	804,369	-	838,701	1,258,600	66.6%
TOTALS	<u>60,307,176</u>	<u>23,631,202</u>	<u>12,198,125</u>	<u>71,740,253</u>	<u>103,470,400</u>	<u>69.3%</u>

SURPLUS/(DEFICIT)			<u><u>\$ 5,276,693</u></u>	<u><u>-</u></u>
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COMMENTS:

Through the eighth month, 69.3% of budget has been committed (excluding labor encumbrances) compared to 74.4% of revenues received

The budget currently has a surplus of \$5,276,693.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Eight Months Ended February 29, 2024 - 66.7% 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	\$ 30,155,664		\$ 30,155,664	\$ 45,369,600	66.5%	\$ 45,369,600	\$ -	\$ 28,025,408	7.6%	
Primary Property Taxes - Contingency	-		-	(150,000)	0.0%	(150,000)	-	-	0.0%	
Tuition and Fees	11,419,000		11,419,000	12,896,000	88.5%	12,266,000	(630,000)	10,420,819	9.6%	
Tuition and Fees - Contingency	-		-	(630,000)	0.0%	-	630,000	-	0.0%	
State Appropriation - Maintenance	279,750		279,750	373,000	75.0%	373,000	-	225,300	24.2%	
State Appropriation - Rural Aid	2,313,300		2,313,300	3,654,000	63.3%	3,084,400	(569,600)	2,086,650	10.9%	
YCF Contribution - Basketball Program	400,367		400,367	406,000	98.6%	406,000	-	446,000	-10.2%	
Other Revenues	437,537		437,537	512,000	85.5%	512,000	-	331,678	31.9%	
Interest Income	836,856		836,856	300,000	279.0%	1,100,000	800,000	164,953	407.3%	
Fund Balance Applied to Budget	1,883,067		1,883,067	2,824,600	66.7%	2,824,600	-	1,151,333	63.6%	
General Fund Transfer In/(Out)	(4,783,333)		(4,783,333)	(7,175,000)	66.7%	(7,175,000)	-	(2,535,800)	88.6%	
TOTAL REVENUES	42,942,208		42,942,208	58,380,200	73.6%	58,610,600	230,400	40,316,341	6.5%	
EXPENDITURES (Note 1):										
	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)
Instruction	\$ 13,914,386	\$ 3,321,947	\$ 3,228,305	\$ 14,008,028	\$ 21,652,400	64.7%	\$ 21,479,200	\$ (173,200)	\$ 12,486,312	11.4%
Academic Support	3,522,571	1,191,418	1,184,311	3,529,678	5,663,900	62.3%	5,550,600	(113,300)	3,156,012	11.6%
Institutional Support	8,459,199	3,384,746	2,666,395	9,177,550	12,403,400	74.0%	12,403,400	-	7,869,187	7.5%
Student Services	6,280,649	2,382,340	2,272,452	6,390,537	10,015,100	63.8%	9,945,000	(70,100)	5,497,241	14.3%
Operation/Maintenance of Plant	4,245,940	1,447,649	1,171,193	4,522,396	7,192,400	62.9%	7,163,628	(28,800)	4,546,666	-6.6%
Scholarships	1,081,916	35,480	-	1,117,396	1,440,600	77.6%	1,440,600	-	1,128,200	-4.1%
Public Service	10,594	-	-	10,594	12,400	85.4%	12,400	-	8,167	29.7%
TOTAL EXPENDITURES	37,515,255	11,763,580	10,522,656	38,756,179	58,380,200	66.4%	57,994,828	(385,400)	34,691,785	8.1%
SURPLUS/(DEFICIT)				\$ 4,186,029	\$ -					

COMMENTS:

Tuition and Fees revenues above budget due to a significant amount of the spring 2024 semester being recorded. This will even out over the next few months.
 Third quarter State appropriations were received in January 2024.
 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.
 Interest income is exceeding budget by a large amount due to short-term interest rates being at a fifteen year high (Fed tightening).
 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.)
 Scholarships at 77.6% of budget due to spring 2024 financial aid awards being made. This will even out over the next few months.
 The Budget currently has a surplus of \$4,186,029.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND EXPENDITURES BY NACUBO NATURAL EXPENSE CATEGORIES

For the Eight Months Ended February 29, 2024 - 66.7% of the Fiscal Year Complete

Fiscal Year 2023-2024

	<u>Year to Date</u>	<u>Prior Year</u>	<u>Percent Change</u>	
Salaries	\$ 22,656,318	\$ 20,311,911	11.5%	1
Benefits	6,977,200	6,206,011	12.4%	2
Supplies	1,847,783	1,860,838	-0.7%	
Contractual Services and Other	3,119,126	3,344,388	-6.7%	3
Utilities & Communications	1,165,602	1,119,618	4.1%	
Travel, Conferences & Memberships	667,310	720,819	-7.4%	
Scholarships	1,081,916	1,128,200	-4.1%	
	<u>\$ 37,515,255</u>	<u>\$ 34,691,785</u>	8.1%	

- 1** - Salaries increased due to annual compensation increases, market compensation increases, and the addition of several new positions.
- 2** - Benefits increased primarily due to compensation increases, new positions and higher tuition/fee waiver benefits due to the new bachelor's program. When new positions are added YC pays more in medical premiums, FICA (7.65%) and retirement (12.29%). In regards to existing position market adjustments and compensation increases, YC is required to pay FICA (7.65%) and retirement (12.29%) on those amounts.
- 3** - Change mainly due to timing differences with the prior year and will get closer to being flat by the end of the year.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Eight Months Ended February 29, 2024 - 66.7% of the Fiscal Year Complete

Fiscal Year 2023-2024

RESTRICTED FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
REVENUES:					
Federal Grants and Contracts	\$ 7,507,425		\$ 7,507,425	\$ 10,616,800	70.7%
State Grants and Contracts	814,600		814,600	1,532,800	53.1%
Private Gifts, Grants and Contracts	895,459		895,459	956,000	93.7%
Proposition 301 Workforce Development	955,035		955,035	1,300,000	73.5%
Proposition 207 Workforce Development	1,666,667		1,666,667	2,500,000	66.7%
State Appropriation - STEM Workforce	477,900		477,900	637,200	75.0%
Fund Balance Applied to Budget	1,275,000		1,275,000	1,700,000	75.0%
TOTAL REVENUES	<u>13,592,086</u>		<u>13,592,086</u>	<u>19,242,800</u>	<u>70.6%</u>

		<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
EXPENDITURES (Note 1):							
Instruction		\$ 2,857,866	\$ 2,395,610	\$ 496,652	\$ 4,756,824	\$ 7,949,400	59.8%
Academic Support		-	-	-	-	-	0.0%
Institutional Support		-	-	-	-	-	0.0%
Student Services		849,488	145,371	145,371	849,488	1,422,000	59.7%
Operation/Maintenance of Plant		2,126	-	-	2,126	18,400	11.6%
Scholarships		6,434,360	-	-	6,434,360	7,260,200	88.6%
Public Service		1,240,363	273,704	226,304	1,287,763	2,592,800	49.7%
TOTAL EXPENDITURES		<u>11,384,203</u>	<u>2,814,685</u>	<u>868,327</u>	<u>13,330,561</u>	<u>19,242,800</u>	<u>69.3%</u>
SURPLUS/(DEFICIT)					<u>\$ 261,525</u>		

COMMENTS:

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

Third quarter STEM Workforce appropriation was received in January 2024.

Scholarships at 88.6% of budgget due to spring 2024 financial aid awards being made. This will even out over the next few months.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Eight Months Ended February 29, 2024 - 66.7% of the Fiscal Year Complete

Fiscal Year 2023-2024

AUXILIARY FUND

	Budgeted Revenues	Budgeted Expenses	Budgeted Surplus/ (Deficit)	Actual Revenues	Actual Expenditures and Non-Labor Encumbrances	Year-to-date Surplus/ (Deficit)
AUXILIARY ENTERPRISES						
Residence Halls and Summer Conferences	\$ 1,307,000	\$ 516,200	\$ 790,800	\$ 1,278,844	\$ 301,760	977,084
Transfer To Debt Fund to Pay Revenue Bonds	(400,900)	-	(400,900)	(267,267)	-	(267,267)
Subtotal - Residence Halls and Summer Conferences	<u>906,100</u>	<u>516,200</u>	<u>389,900</u>	<u>1,011,577</u>	<u>301,760</u>	<u>709,817</u>
Bookstore Rental and Commissions	60,000	-	60,000	31,540	666	30,874
Food Service & Vending	95,000	403,700	(308,700)	583,112	675,318	(92,206)
Employee/Student Housing Rental	214,200	272,800	(58,600)	26,189	10,233	15,956
Edventures	342,000	352,300	(10,300)	130,486	140,085	(9,599)
Winery - Tasting Room	300,000	345,000	(45,000)	185,783	222,806	(37,023)
Family Enrichment Center	757,300	1,021,400	(264,100)	515,951	721,463	(205,512)
Community Events	812,300	1,154,400	(342,100)	806,500	1,006,850	(200,350)
Performing Arts Productions	340,000	345,900	(5,900)	217,869	294,842	(76,973)
SBDC (Federal Grant Match Requirement)	-	186,600	(186,600)	2,070	93,487	(91,417)
Yavapai College Foundation	543,800	543,800	-	336,941	336,941	-
Other Auxiliary Enterprises	180,600	149,100	31,500	234,258	164,190	70,068
General Fund Transfer In	2,008,900	-	2,008,900	1,339,267	-	1,339,267
Contingency	-	100,000	(100,000)	-	-	-
Facilities & Administrative Allocation	-	1,169,000	(1,169,000)	-	779,333	(779,333)
	<u>\$ 6,560,200</u>	<u>\$ 6,560,200</u>	<u>\$ -</u>	<u>\$ 5,421,543</u>	<u>\$ 4,747,974</u>	<u>\$ 673,569</u>

Comments:

Residence Halls and Summer Conferences revenues are above budget due to most of the spring 2024 room revenues being recorded. This will even out over the next few months.

The Budget currently has a surplus of \$673,569.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Eight Months Ended February 29, 2024 - 66.7% of the Fiscal Year Complete

Fiscal Year 2023-2024

UNEXPENDED PLANT FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>		
REVENUES:							
Primary Property Taxes	\$ 5,503,776		\$ 5,503,776	\$ 8,280,500	66.5%		
Primary Property Taxes - Contingency	-		-	(45,000)	0.0%		
Investment Income	455,753		455,753	80,000	569.7%		
Other	25,619		25,619	40,000	64.0%		
Fund Balance Applied to Budget	5,362,500		5,362,500	5,362,500	100.0%		
General Fund Transfer In	2,873,733		2,873,733	4,310,600	66.7%		
TOTAL REVENUES	14,221,381		14,221,381	18,028,600	78.9%		
		<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>
EXPENDITURES (Note 1):							
Planned Maintenance		\$ 1,684,226	\$ 1,195,151	\$ -	\$ 2,879,377	\$ 3,974,000	72.5%
Unplanned Maintenance		101,311	34,614	-	135,925	275,600	49.3%
Capital Improvement Projects		3,549,573	5,862,854	-	9,412,427	10,446,300	90.1%
Equipment		1,266,019	184,495	-	1,450,514	2,221,800	65.3%
Furniture and Fixtures		184,662	-	-	184,662	257,500	71.7%
Library Books		3,933	-	-	3,933	90,900	4.3%
Capital Contingency		-	-	-	-	762,500	0.0%
TOTAL EXPENDITURES		6,789,724	7,277,114	-	14,066,838	18,028,600	78.0%
SURPLUS/(DEFICIT)					\$ 154,543	-	

COMMENTS:

Interest income is exceeding budget by a large amount due to short-term interest rates being at a fifteen year high (Fed tightening).

The Budget currently has a surplus of \$154,543 .

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

YAVAPAI COLLEGE DISTRICT GOVERNING BOARD

RESOLUTION NO. 2024-13

A RESOLUTION OF THE YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2024 ANNUAL BUDGETED EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

RECITALS:

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual budgeted expenditure limitation report (ABELR) on the governing body's behalf; and

WHEREAS, the Yavapai County Community College District Governing Board desires to designate Dr. Clint Ewell, as the College's Chief Fiscal Officer.

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the ABELR.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED BY THE YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Dr. Clint Ewell is hereby designated as the College's Chief Fiscal Officer for purposes of officially submitting the fiscal year 2024 ABELR to the Arizona Auditor General's Office on the governing body's behalf.

PASSED AND ADOPTED by the Yavapai County Community College District Governing Board, this 19th day of March, 2024.

Approved as to form:

Ms. Deb McCasland, Board Chair

Ms. Lynne Adams, College Legal Counsel

YAVAPAI COLLEGE DISTRICT GOVERNING BOARD

RESOLUTION 2024-14

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Yavapai College District Governing Board that a contribution in the amount of \$10,000,000 be deposited into the Capital Accumulation account to fund the five year deferred maintenance and capital improvement plans. The contribution amount is comprised of Plant fund monies accumulated for the purpose of completing preventative maintenance and Capital Improvement Projects (CIP) as budgeted by the District.

PASSED, APPROVED and ADOPTED by the District Governing Board of the Yavapai County Community College District this 19th day of March, 2024.

Mrs. Deb McCasland, Board Chair

ATTEST:

Mr. Chris Kuknyo, Board Secretary



Origination: 6/2/2021
Effective: 2/26/2024
Last Approved: 2/26/2024
Last Revised: 2/26/2024
Next Review: 2/25/2025
Owner: *Yvonne Sandoval: President's Office Executive Assistant*
Area: *District Governing Board Policies*
References:

306 Board Member Code of Conduct & Ethics

The Board expects of itself, as a whole and of its individual members, ethical and professional conduct. This commitment includes proper use of authority and appropriate decorum in group and individual behavior when acting as Board members. The Board shall:

1. Enforce upon itself whatever discipline is needed to govern with excellence. Discipline will apply to matters such as abiding by Board Policy, respect of roles, abiding by the majority's decisions and adherence to ethical practices.
 - a. Executive sessions are strictly confidential, and discussions and information provided in executive session may not be shared with someone who is not a current member of the Board, except as provided by law. To ensure confidentiality, Board members shall not record executive sessions by any means. Furthermore, any items distributed or created during the executive session are confidential and must be given to Board Staff or legal counsel at the conclusion of the executive session.
2. Avoid any situation that may constitute a conflict of interest or the appearance of a conflict of interest with respect to fiduciary responsibility to the College's ownership. Any question as to whether a potential conflict of interest exists shall be referred to legal counsel for the Board.
3. Not conduct private business or self-dealing or provide personal services between any Board member(s) and the organization except as allowed by law, to ensure openness, competitive opportunity, and equal access to information.
4. Not use their positions to obtain employment in the College for themselves, family members or close associates.
 - a. Should a Board member or the Board member's spouse be considered for employment by the College, the Board member must withdraw from any deliberations and voting on any matter that pertains to such employment consideration and shall have no access to applicable Board information. If a Board member or the Board member's spouse accepts employment from the College, the Board member must resign his/her Board position in accordance with AZ statute.
5. Refrain from using their Board position for personal or partisan gain, take no private or individual action that will compromise the Board or administration, and will respect the confidentiality of information that is privileged from disclosure under applicable law.

When voting on a matter under consideration that involves or appears to involve a conflict of interest, the member shall declare the conflict at the beginning of discussion on an issue and will not vote on, participate in

discussion regarding, or attempt to influence votes on any matter related to the conflict. Every January or at the start of a Board member's term to assist in identifying any potential conflicts, each Board member shall complete and submit a Conflict of Interest form to be turned in to the Board attorney for presentation to the board in a public meeting. Such form shall require the submission by the Board member of information relating to any potential conflicts of interest or shall affirm that no such potential conflict currently exists.

Attachments

No Attachments

Approval Signatures

Step Description	Approver	Date
	Yvonne Sandoval: President's Office Executive Assistant	2/26/2024

EXECUTIVE SESSION

CONFIDENTIALITY STATEMENT

“All persons present are hereby reminded that all business conducted in executive session is confidential. It is unlawful to disclose to any person who is not now present, other than a current member of the Board, anything that has transpired or has been discussed during this executive session. To do so is a violation of A.R.S. § 38-431.03, unless pursuant to a specific statutory exception.

To ensure confidentiality, Board members shall not record executive sessions by any means. Furthermore, any items distributed or created during the executive session are confidential and must be given to Board Staff or legal counsel at the conclusion of the executive session.”



OFFICE OF THE ARIZONA ATTORNEY GENERAL

KRISTIN K. MAYES
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION
AGENCY COUNSEL SECTION

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR24-0010 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 8 day of March, 2024.

KRISTIN K. MAYES
ATTORNEY GENERAL

Velby Hillman-Gibson
Assistant Attorney General

9098230

**AGREEMENT
BETWEEN SUPERIOR COURT IN YAVAPAI COUNTY AND YAVAPAI
COLLEGE
FOR THE OPERATION OF THE YCLEA PROGRAM**

This is an Agreement ("Agreement") entered into by and between the Superior Court in Yavapai County, Yavapai County Juvenile Court Center ("YCJCC") and the Governing Board of Yavapai County Community College District, doing business as Yavapai College, a community college district of the State of Arizona ("College").

WITNESSETH:

WHEREAS, the presiding judge of the juvenile court in Yavapai County is required pursuant to ARS § 8-322 to submit a plan for expenditure of monies to fund programs to reduce the number of repeat juvenile offenders and to provide services for juveniles who are on probation and

WHEREAS, YCJCC has determined to include in its plan summer youth training and education services provided by the College due to the beneficial effect of these services upon juvenile offenders in Yavapai County and;

WHEREAS A.R.S. § 11-952 (J) authorizes public agencies to enter into a contract or agreement with the superior court for related services and facilities of such courts for a term not to exceed ten years with the approval of the agreement by the presiding judge of the superior court in the county in which the court is providing the services;

NOW, THEREFORE, YCJCC and the College hereby agree as follows:

ARTICLE I

DURATION OF AGREEMENT: This Agreement shall become effective upon execution and shall terminate on the 13th day of October 2024.

ARTICLE II

PURPOSE: The purpose of this Agreement is to set forth the understanding of the parties regarding the terms and conditions under which YCJCC and the College will provide a summer youth training and education program:

The Yavapai County Juvenile Court Center obtained approval from the Administrative Office of the Courts to utilize state funds allocated to the Yavapai County Juvenile Court Center to fund a summer job training program. The program, Yavapai County Learn and Earn Program, consists of a summer job readiness and remedial education/life skills program for 14 juvenile offenders. The collaboration of partner agencies includes YCJCC and the College. Funding for the Program is available, in the amount of **\$77,272.16**.

The College and YCJCC desire to work in cooperation with one another to further the goals of the approved Program. The College is familiar with the educational, administrative and operational requirements, goals and objectives of the Program as set forth and acknowledges and agrees that it can

meet and achieve those requirements, goals and objectives by providing the services, personnel and resources set forth in Article III.

ARTICLE III

SCOPE OF SERVICES TO BE PERFORMED BY THE COLLEGE:

- A. Provide office space for Program staff and a location to conduct the classroom and work experience portions of the program;
- B. Provide administrative support as appropriate;
- C. Utilize available resources and support personnel to achieve project goals, to include Program transportation at both the Prescott and Clarkdale College campuses.
- D. Recruit, hire and train faculty, mentors and coordinators for the program;
- E. Provide co-directors for the program.

ARTICLE IV

FINANCE AND BUDGET: The budget for the Program is split between two fiscal years, FY 2023-2024 and FY 2024-2025. As such, budget allocations and expenditures must be made for each corresponding fiscal year's budget and may not overlap, as outlined below:

A. Fiscal Year 2023-2024 Budget

The College, on or before July 14, 2024, will submit invoices to YCJCC for expenditure reimbursement, with the exception of "Contract Services" and "Operating and Supplies" which will be expended directly by YCJCC to their vendors. All expenditures must be expended by June 30, 2024. These invoices may be submitted on a monthly basis during the budget period. Upon receipt of an expenditure reimbursement request, YCJCC will issue a warrant to the College pursuant to allowable budget categories, as follows:

\$ 77,272.16

Personnel	\$20,800.00
ERE (10%)	\$2,080.00
Contract Services	\$25,715.20
Operating and Supplies	\$2,000.00
Travel	\$1,000.00
Indirect Costs (8%)	\$1,910.40
Total	\$53,505.60

Indirect Cost Calculation

Personnel	\$20,800.00
ERE	\$2,080.00
Travel	\$1,000

\$23,880.00

Indirect Cost Rate 8% - \$1,910.40

B. Fiscal Year 2024-2025 Budget

The College, on or before October 13, 2024, will submit invoices to YCJCC for expenditure reimbursement, with the exception of "Contract Services" and "Operating and Supplies" which will be expended directly by YCJCC to their vendors. All expenditures must be expended by September 29, 2024. These invoices may be submitted on a monthly basis during the budget period. Upon receipt of an expenditure reimbursement request, YCJCC will issue a warrant to the College pursuant to allowable budget categories, as follows:

Personnel	\$8,320.00
ERE (10%)	\$832.00
Contract Services	\$11,250.40
Operating and Supplies	\$1,768.00
Travel	\$800.00
Indirect Costs (8%)	\$796.16
Total	\$23,766.56

Indirect Cost Calculation

Personnel	\$8,320.00
ERE	\$832.00
Travel	\$800.00
	<hr/>
	\$9,952.00

Indirect Cost Rate 8% - \$796.16

C. Payment Terms: Upon receipt of an expenditure reimbursement request from the College, YCJCC will remit a warrant to the College.

ARTICLE V

FUND ACCOUNTING:

A. The College is responsible for expending funds during Fiscal Year 2023-2024 as enumerated in Article IV, A and during Fiscal Year 2024-2025 as enumerated in Article IV, B. Funds distributed to the College shall be handled and accounted for in accordance with the regular operating procedures established by the College. Any interest earned on these monies while in the possession of the College shall accrue to the College and may be used by the College for the Program.

B. Fiscal Year 2023-2024 funds shall be expended by June 30, 2024, and invoiced to YCJCC by July 14, 2024. Fiscal Year 2024-2025 funds shall be expended by September 29, 2024, and invoiced to YCJCC by October 13, 2024. Funds expended or requested for reimbursement after these timelines will not be reimbursed to the College.

ARTICLE VI

EMPLOYMENT STATUS OF STAFF: Except as otherwise provided in law, in the performance of this Agreement and the Program, both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party§§.

WORKER'S COMPENSATION: An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker' compensation benefits which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona, to be employees of both public agencies for the purposes of workers' compensation."

ARTICLE VII

FINGERPRINTING: The provisions of A.R.S. 41-1758, et seq. are hereby incorporated as provisions of this Agreement.

- A. Personnel who are employed by the College in connection with the Program, whether paid or not, and who are required or allowed to provide services directly to juveniles shall be fingerprinted as a condition of employment. The College shall submit employee fingerprints to the Department of Public Safety or its designated agency before the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision. Personnel under eighteen years of age shall not be prohibited from employment solely because criminal history record information is not available to the department.
- B. Fingerprint checks shall be conducted pursuant to A.R.S. Section 41-1750, 41-1758, et seq.
- C. The College shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel.
- D. Personnel who are employed by the College in connection with the Program, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Public Safety and notarized whether they are awaiting trial on or have ever been convicted of any of the following criminal offenses in this state or similar offenses in another state or jurisdiction:

Sexual abuse of a minor; incest; first or second-degree murder; kidnapping; arson; sexual assault; sexual exploitation of a minor; contributing the delinquency of a minor; commercial sexual

exploitation of a minor; felony offenses involving distribution of marijuana or dangerous or narcotic drugs; burglary; robbery; a dangerous crime against children as defined in A.R.S. 13-705; child abuse; sexual conduct with a minor; molestation of a child; manslaughter; aggravated assault.

- E. Personnel who are employed by the College in connection with the Program, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Public Safety and notarized whether they have ever committed an act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- F. This Agreement may be canceled or terminated if the fingerprint check or the certified form of any person who is employed by the College in connection with the Program, whether paid or not, and who is required or allowed to provide services directly to juveniles discloses that a person has committed any act of sexual abuse of a child, including sexual exploitation or commercial sexual exploitation, or any act of child abuse or that the person has been convicted of or awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction: Sexual abuse of a minor; incest; first or second degree murder; sexual assault; sexual exploitation of a minor; commercial sexual exploitation of a minor; a dangerous crime against children as defined in A.R.S. 13-705; child abuse; sexual conduct with a minor; molestation of a child.

The College may avoid cancellation or termination of the Agreement if the person whose fingerprints or certification form shows that he has been convicted or is awaiting trial on the offenses listed in this subsection or has committed any of the acts listed in subsection "D" of this article is immediately prohibited from employment or service with the provider in any capacity requiring or allowing contact with juveniles.

- G. The Agreement may be canceled or terminated if the fingerprint check or certified form of any person who is employed by the College in connection with the Program, whether paid or not, and who is required or allowed to provide services directly to juveniles without supervision discloses that the person has been convicted of or is awaiting trial on any of the following criminal offenses in this state or similar offenses in another jurisdiction: Arson; contributing to the delinquency of a minor; felony offenses involving distribution of marijuana or dangerous or narcotic drugs; burglary; robbery; kidnapping; manslaughter; aggravated assault.

The College may avoid cancellation or termination of the Agreement if the person whose fingerprints or certification form shows that he has been convicted of or awaiting trial on an offense or similar offense as listed in this subsection is immediately prohibited from employment or service with the provider in any capacity requiring or allowing the person to provide services directly to juveniles without supervision, or, for providers of substance abuse services for minors, unless the person has been granted an exception for good cause pursuant to the requirements and procedures of A.R.S 41-619.55.

- H. The requirements of subsections A through G of this article do not apply to any personnel who are employed by a provider that has a contract for services to juveniles with licenses or is certified by the Department of Health Services, the Supreme Court or the State Department of Juvenile Corrections and who have been fingerprinted and submitted the required certification form in connection with that employment. Federally recognized Indian tribes or military bases may submit and the Department of Public Safety shall accept certifications that state that no personnel who are

employed or who will be employed during the Agreement term have been convicted of, have admitted committing or are awaiting trial on any offense under subsection D of this article.

- I. Adult clients of a provider or licensee who receive treatment services are exempt from the requirements of this section unless they provide services directly to juveniles without supervision. Volunteers who provide services to juveniles under direct visual supervision of the provider's employees are exempt from the fingerprinting requirements of this section.

ARTICLE VIII

AUDIT OF RECORDS: Pursuant to A.R.S. §§ 35-214 and 35-215, the College shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the appropriate State of Arizona agency or department at reasonable times and with a minimal disruption of the College's educational activities. Upon request from YCJCC, the College shall produce the original of any or all such records within a reasonable amount of time.

ARTICLE IX

TERMINATION: This Agreement may be terminated upon written notice by either party, in whole or in part, for any of the following reasons:

- A. **Termination for Conflict of Interest:** Pursuant to A.R.S. 38-511, YCJCC or College may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of YCJCC or College is, or becomes at any time while the Agreement or an extension of the Agreement is in effect, an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective upon receipt of written notice of the cancellation unless the notice specifies a later time.
- B. **Termination for Convenience.** YCJCC or College reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of YCJCC or College without penalty recourse. Upon receipt of the written notice, YCJCC or College shall immediately stop all work as directed in the notice and minimize all further costs to YCJCC or College. The College shall be entitled to receive just and equitable compensation for work in progress, and work completed, before the effective date of the termination.
- C. **Termination of Default**
- D. In the event that YCJCC or College breaches any of the terms and provisions of the Agreement, both parties reserve the right to accurately and specifically describe the unsatisfactory performance or condition in a written notice by electronic mail (e-mail) or registered or certified mail to the other party, requiring that the breach be corrected within ten (10) calendar days from the date the party receives the notice. If the breach is not cured or corrected within this time, either party may immediately terminate the Agreement, reserving all rights or claims to damage for breach of any covenants of the Agreement.
- E. **Termination for Non-Appropriation:** The resulting Agreement shall be in force until the expiration date. If the YCJCC or College, at its sole discretion, do not allocate sufficient funds for YCJCC or College to uphold this Agreement, YCJCC or College has the right to terminate this Agreement upon (30) thirty-days written notice. Any monies due to College for services or supplies up to the date of termination notice will be paid in full.

Upon termination of this agreement any remaining and unused operating supplies having more than nominal value shall be returned to the Yavapai County Juvenile Court Center.

ARTICLE X

INDEMNIFICATION: To the extent permitted by law, each party (as "indemnitor") agrees to indemnify, defend, and hold harmless each other party (as "indemnitee") from and against any and all claims, losses, liability costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE XI

INSURANCE: Prior to commencing services under this Agreement, the College must furnish the YCICC certification from insurer(s) for coverage in the minimum amounts as stated below. The coverage shall be maintained in full force and effect during the term of this Agreement and shall not serve to limit any liabilities or any other College obligations. The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or the College from liabilities that might arise out of the performance of the work under this Agreement by the College, its agents, representatives, employees or subcontractors, and College and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** College shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
 - General Aggregate: \$2,000,000
 - Products - Completed Operations Aggregate: \$1,000,000
 - Personal and Advertising Injury: \$1,000,000
 - Blanket Contractual Liability- Written and Oral: \$1,000,000
 - Fire Legal Liability: \$50,000
 - Each Occurrence: \$1,000,000
 - a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the College"*.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the College with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work

performed by or on behalf of the College.

2. Excess Liability to follow form of the primary Commercial General Liability in the minimum amount of \$3,000,000.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity shall be additional insureds to the full limits of liability purchased by the College even if those limits of liability are in excess of those required by the Agreement.
2. The College's insurance coverage shall be primary insurance with respect to all other available sources.
3. The College's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the College shall not be limited to the liability assumed under the Indemnification provisions of its Agreement with the other governmental entity(ies) party to the IGA.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name and Address) and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the College from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: College shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract

number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

F. APPROVAL: Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.

G. EXCEPTIONS: In the event the College or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the College or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

ARTICLE XII

COMPLIANCE WITH LAWS: Both parties shall comply with all applicable laws, ordinances, rules, regulations and statutes which may be applicable to this Agreement. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

ARTICLE XIII

SEVERABILITY: Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement

ARTICLE XIV

MODIFICATIONS: Any modification or amendments shall be by formal written amendment and executed by the parties hereto.

ARTICLE XV

ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties. This Agreement may not be changed orally. This Agreement may be modified by a subsequent agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension, addendum or discharge is sought.

ARTICLE XVI

NON-AVAILABILITY OF FUNDS: Every payment obligation of the YCJCC and College under this Agreement is conditioned upon the availability of funds appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the

continuance of this Agreement, this Agreement may be terminated by YCJCC and College or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the YCJCC and College or any other agency of the State of Arizona in the event this provision is exercised, and neither the YCJCC and College nor any other agency of the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. The YCJCC and College shall not be liable for any purchases or subcontracts entered into by the parties to this IGA in anticipation of funding.

ARTICLE XVII

NON-DISCRIMINATION: The College and YCJCC shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The College and YCJCC shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans With Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

ARTICLE XVIII

ARBITRATION: The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review required by Supreme Court Administrative Policy 4.07, to the extent required by A.R.S. § 12- 1518 except as may be required by other applicable statutes.

ARTICLE XIX

INVALIDITY OF PART OF THE AGREEMENT: The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

ARTICLE XX

NOTICES: All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties at the following addresses:

Tara Newman Director of Juvenile Court Services Yavapai County Juvenile Court 1100 Prescott Lakes Parkway Prescott, Arizona 86301	Ed Lacasse Director of Procurement & Contract Services Yavapai College 1100 E. Sheldon St. Prescott, Arizona 86301
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ARTICLE XXI

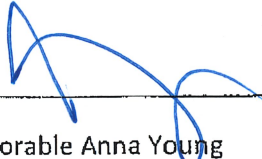
COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401 - IMMIGRATION LAWS AND E-VERIFY REQUIREMENTS:

- 1) The Parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrant compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 2) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Parties may be subject to penalties up to and including termination of the Agreement.
- 3) The Parties retain the legal right to inspect the documents of any employee of the other Party who works on the Agreement to ensure that the other party is complying with the warranty under this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date written below:

YAVAPAI COUNTY JUVENILE COURT

YAVAPAI COLLEGE



Honorable Anna Young
Presiding Judge, Juvenile Court

Dr. Lisa B. Rhine
President, Yavapai College

Date: 3.8.2024

Date: _____

YAVAPAI COLLEGE

Deb McCasland, District Governing Board Chair


Date

AGREEMENT:

REVIEWED AND APPROVED AS TO FORM

The foregoing Agreement between Yavapai County Superior Court on behalf of the Yavapai County Juvenile Court Center, and Yavapai College has been reviewed by the undersigned, who have determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona and Yavapai College.

YAVAPAI COLLEGE


College Attorney

3-6-2024
Date

Anthony W. Contento - Lwmo
Printed Name

APPROVAL AS TO FORM

Re: Attorney General Contract No.

Pursuant to your request, the Attorney General's Office has reviewed the above referenced contract and approved it as to form. When reviewing this contract for form, the Attorney General's Office considers whenever the following situations have been addressed:

1. Identification of parties;
2. Offer and acceptance;
3. Existence of contract consideration (we do not review to determine if consideration is adequate); and
4. That certain provisions specifically required by statute are included. (e.g., provisions concerning Non-Availability of Funds; Audit of Records, A.R.S. § 35-214; Conflict of Interest, A.R.S. § 38-511; Non-Discrimination, Executive Order 2009-9; and Third-Party Antitrust Violations.)

Although we will notify you if we observe other issues or problems with a contract, we have not reviewed the contract for other issues. Therefore, approval as to form should not be considered as approval of the appropriateness of the terms or conditions of the contract or the underlying transaction. In addition, approval of the form should not be considered approval of the underlying policy considerations addressed by the contract.

Dated this _____ of 2024.

By _____

Assistant Attorney General