

**Yavapai College**  
District Governing Board  
Regular Meeting

Tuesday, April 23, 2024  
1:00 p.m.

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

**Prescott Campus**  
**The Rock House**  
**1100 E. Sheldon Street**  
**Prescott, Arizona 86301**

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

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

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

Please note that the meeting conclusion time is included for planning purposes only and does not necessarily reflect the actual time of the agenda item. When regular board meetings, public hearings (both truth in taxation and budget adoption public hearings) and budget adoption special meetings are scheduled for the same date, each hearing or meeting will begin immediately upon adjournment of the preceding hearing or meeting.

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

**AGENDA**

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

2. Study Session
  - a. Arizona Auditor General’s Office Annual Audit Update - **INFORMATION** – Mr. Frank D’Angelo, Director of Business Services & Controller; Taryn Stangle, Financial Audit Manager; and Ashley Dunn, Deputy Audit Manager {Time: 10} *(Attached)*
  - b. President’s Reports - Dr. Lisa Rhine - **INFORMATION** {Time: 60}
    - i. President’s Report on Board Policy 101 College Priorities – Dr. Doug Berry, Provost; Dr. Marylou Mercado, Vice President of Workforce Development and Health Sciences; and Mr. Rodney Jenkins, Vice President of Student Development and Community Affairs. {Time: 30} *(Attached)*
    - ii. College Council – Dr. Douglas Berry, Dr. Janet Nix and Mr. Rodney Jenkins
      1. Faculty Senate – Dr. Andrew Winters *(Attached)*
      2. Staff Association – Ms. Deanna Mooney *(Attached)*
      3. Student Government Association – Ms. Shanna Collier, Treasurer of Yavapai College Student Government Association *(Attached)*
    - iii. Legislative Update – Mr. Rodney Jenkins, Vice President of Community Relations *(Attached)*
    - iv. Budget to Actual Monthly Reports and Cash Reserves Monthly Reports *(Attached)*
  - c. Board Liaisons’ Reports - **INFORMATION AND DISCUSSION** {Time: 10}
    - i. Board Spokesperson – Board Chair McCasland
    - ii. Arizona Association of Community College Trustee (AACCT) – Board Chair McCasland
    - iii. Yavapai College Foundation – Board Member Steve Bracety
  - d. 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. 2024-2025 Dates, Times, and Places of Future Board Meetings, Workshops, and Retreats – Ms. Yvonne Sandoval – **INFORMATION, DISCUSSION, AND DECISION** {Time: 10} *(Attached)*
  - b. 2024-2025 Yavapai College Preliminary Budget – Dr. Clint Ewell, Vice President of Finance - **INFORMATION, DISCUSSION, AND DECISION** {Time: 60} *(Attached)*

- c. Revision to Yavapai College District Governing Board Policy 204 – Financial Conditions - **INFORMATION, DISCUSSION, AND DECISION** – Dr. Clint Ewell, Vice President of Finance {Time: 15} (*Attached*)
  - d. Yavapai College Housing Update – Dr. Clint Ewell, Vice President of Finance - **INFORMATION, DISCUSSION, AND DECISION** {Time: 30} (*Attached*)
  - e. Consent Agenda – **DECISION** {Time: 5}
    - i. Board Regular Meeting Minutes – Tuesday, March 19, 2024 (*Attached*)
    - ii. Board Executive Session Confidential Minutes – Tuesday, March 19, 2024
    - iii. Acceptance of President’s Report on Board Policy 101 College Priorities
    - iv. Receipt of Report on Revenues and Expenditures for March 2024 (*Attached*)
    - v. Revision to Yavapai College District Governing Board Policy 101 - College Priorities (*Attached*)
    - vi. 2024-15 Yavapai College District Governing Board Resolution (*Attached*)
    - vii. Intergovernmental Agreement Dual Enrollment Template – in County (*Attached*)
    - viii. Intergovernmental Agreement Dual Enrollment Template – Out of County (*Attached*)
    - ix. Intergovernmental Agreement Dual Enrollment Template – Schools with Both Dual and Concurrent Enrollment (*Attached*)
    - x. 2024-2025 Independent Contractor Agreement – Association of Community College Trustees (*Attached*)
4. Adjournment of Board Regular Meeting: Procedural - **DECISION** {Time: 1}



# **Yavapai County Community College District Governing Board Meeting— April 23, 2024**

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Summary of District's Fiscal Year 2023 Comprehensive Annual Financial Report, Report on Internal Control and on Compliance, and Federal Single Audit Report

Presented by: Taryn Stangle, CPA, Financial Audit Manager

# Who we are



- Legislative agency
- Provide impartial information and specific recommendations to improve operations and programs
- Follow governmental auditing standards

# Why we are here



Statute requires Board to require its auditors to present audit results and findings in regular meeting—without use of consent agenda—within 90 days of audit’s completion

# We issued 3 District audit reports

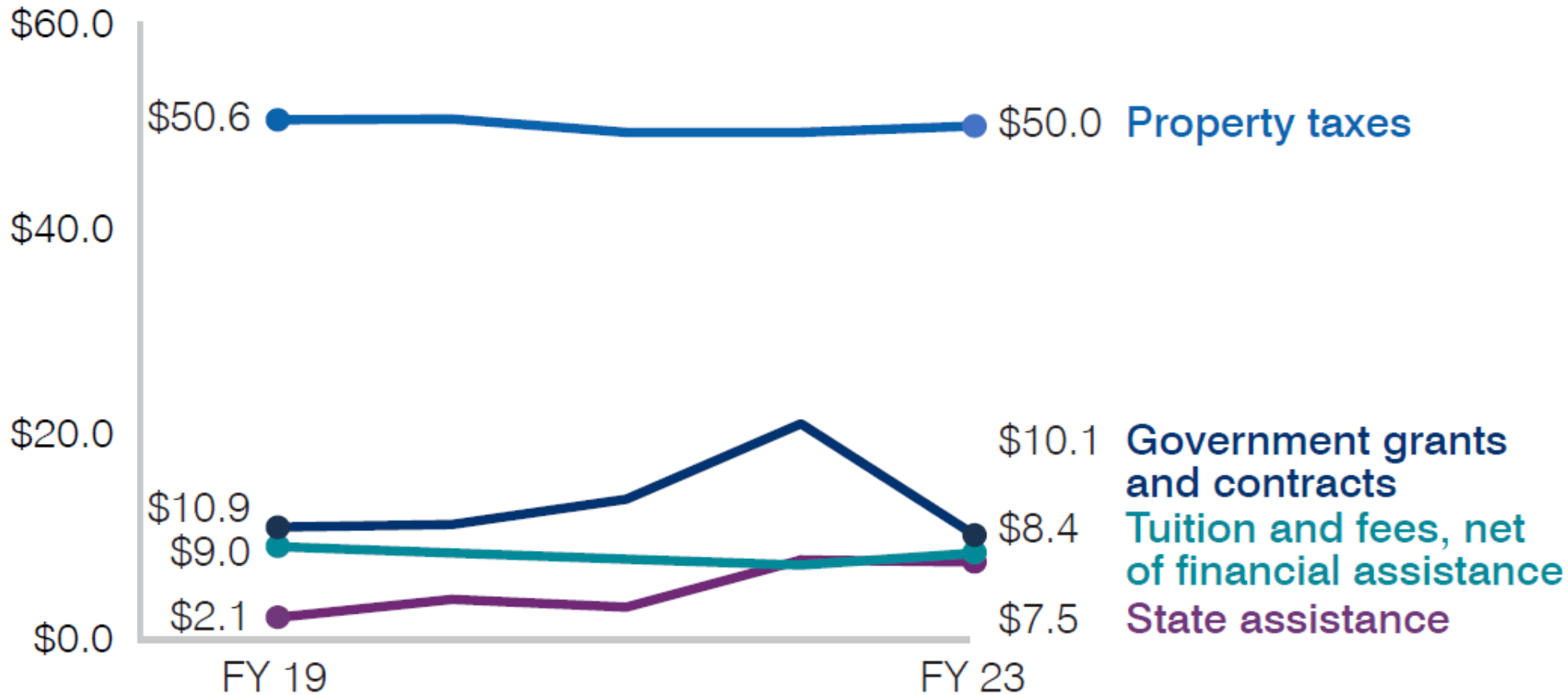


1. Financial statement audit report—dated December 15, 2023
2. Financial statement internal control and compliance audit report—dated December 15, 2023
3. Single audit report—dated March 21, 2024

# Financial statement highlights—Primary revenues over the last 5 fiscal years—(in millions)



## Primary revenue sources

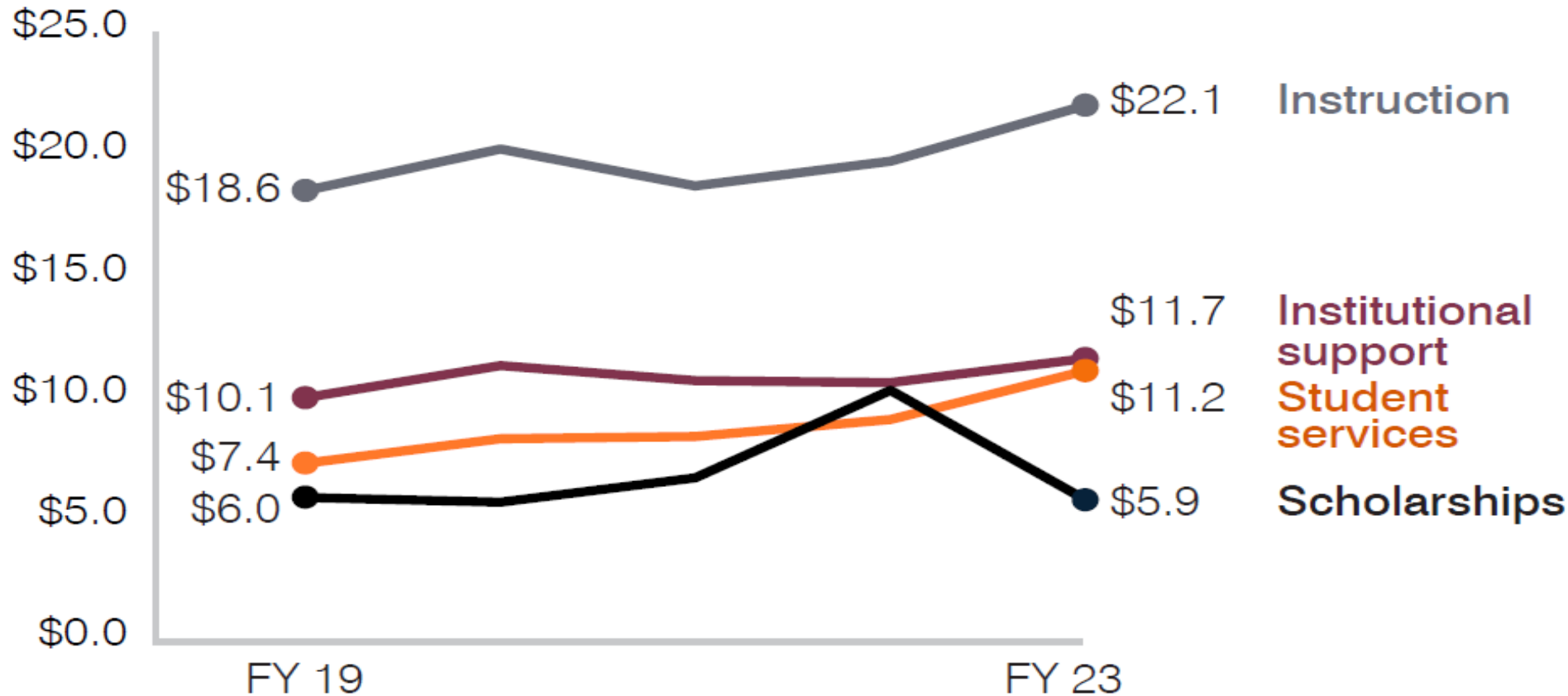




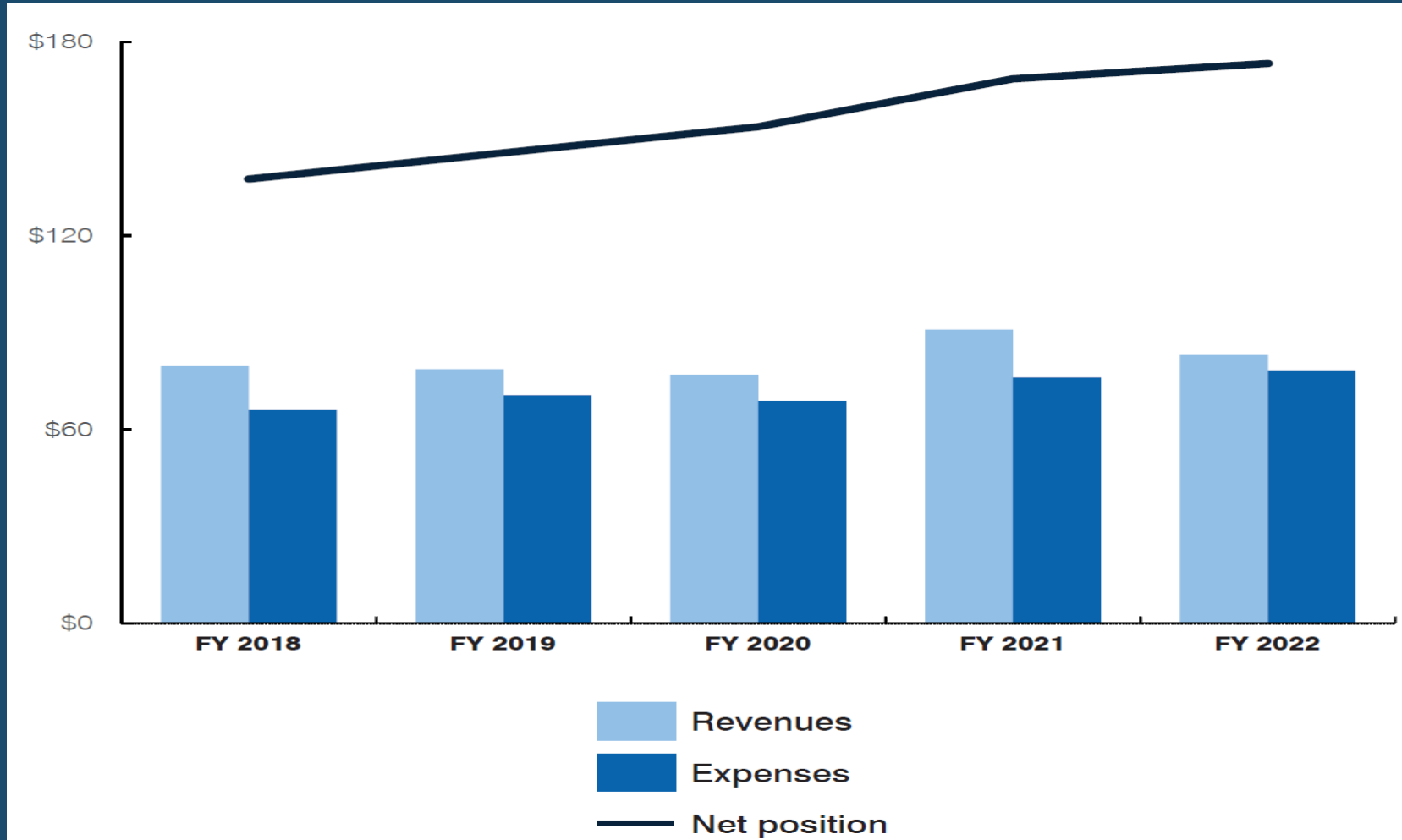
# Financial statement highlights—Primary expenses over the last 5 fiscal years—(in millions)



## Primary expense purposes



# Financial statement—Total revenues, expenses, and net position for the last 5 fiscal years—(in millions)



# Single Audit highlights—Federal expenditures for the last 5 fiscal years (in millions)



Federal agency	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Department of Education	\$13,933,119	\$13,790,767	\$17,765,622	\$20,136,792	\$11,106,005
Small Business Administration	127,177	161,730	194,990	176,807	169,612
Other	300,033	244,554	174,633	216,978	513,206
<b>Total</b>	<b>\$14,360,329</b>	<b>\$14,197,051</b>	<b>\$18,135,245</b>	<b>\$20,530,577</b>	<b>\$11,788,823</b>

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Summary of District's Fiscal Year 2023 Annual Comprehensive Financial Report, Report on Internal Control and on Compliance, and Federal Single Audit Report

Presented by: Taryn Stangle, CPA, Financial Audit Manager



**District Governing Board  
Policy 101: College Priorities  
Fiscal Year 2022-2023 Report**

# Yavapai College District Governing Board Policy 101: College Priorities

Yavapai College exists so communities within Yavapai County have access to and are equipped with the knowledge and skills to improve quality of life. The College will achieve these results at a cost the Board believes is justifiable.

## Priority 1: Education

Yavapai College values, supports, and assesses student success and achievement. The College's strategic, educational, and other plans shall be designed to achieve the following Governing Board expectations for student success:

1. Students demonstrate success in career and technical education that prepares them for employment success.
2. Students demonstrate success in transfer-level courses and are prepared to succeed at transfer institutions.
3. Students demonstrate success in baccalaureate level courses and are prepared to succeed in graduate-level courses.
4. Students demonstrate success in basic skills courses and are prepared to succeed in college-level courses.
5. Lifelong Learners have access to a variety of learning opportunities.
6. Students maximize their ability to complete courses, persist through program or course completion, and achieve their educational goals.
7. Students understand how to access resources that will reduce out-of-pocket costs as much as possible, including financial aid, grants, scholarships, and other support programs.

The President shall establish the institutional goals, operations, and accountability measures that the College will achieve to meet the goals for student success.

## Priority 2: Economic

Communities in Yavapai County are supported in their efforts to lead economic development, with emphasis on generating and sustaining economic base jobs.

## Priority 3: Community

Yavapai County residents have access to social and cultural opportunities.

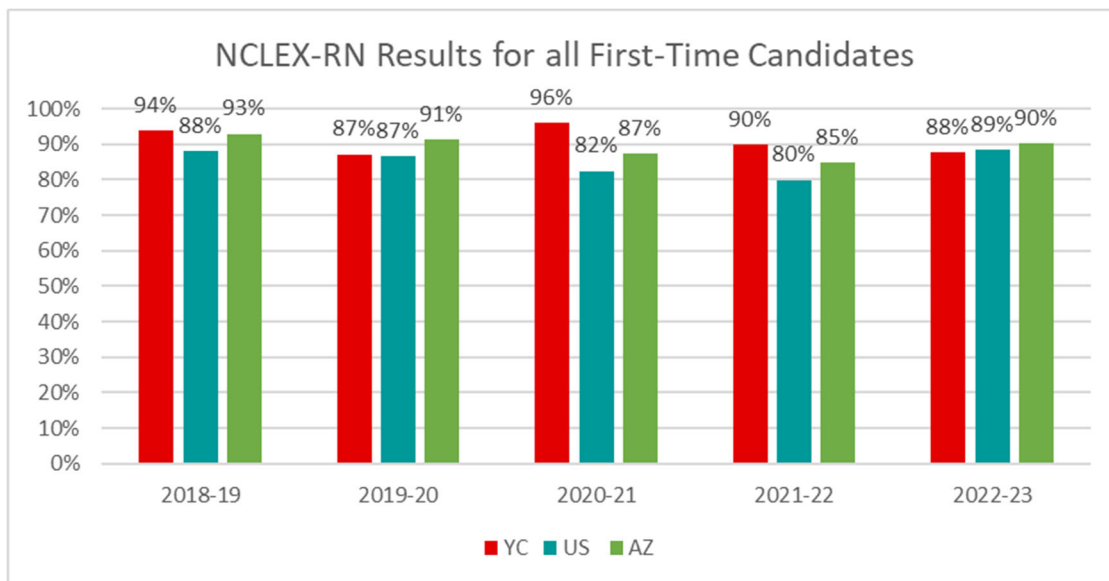
## Priority 1: Education

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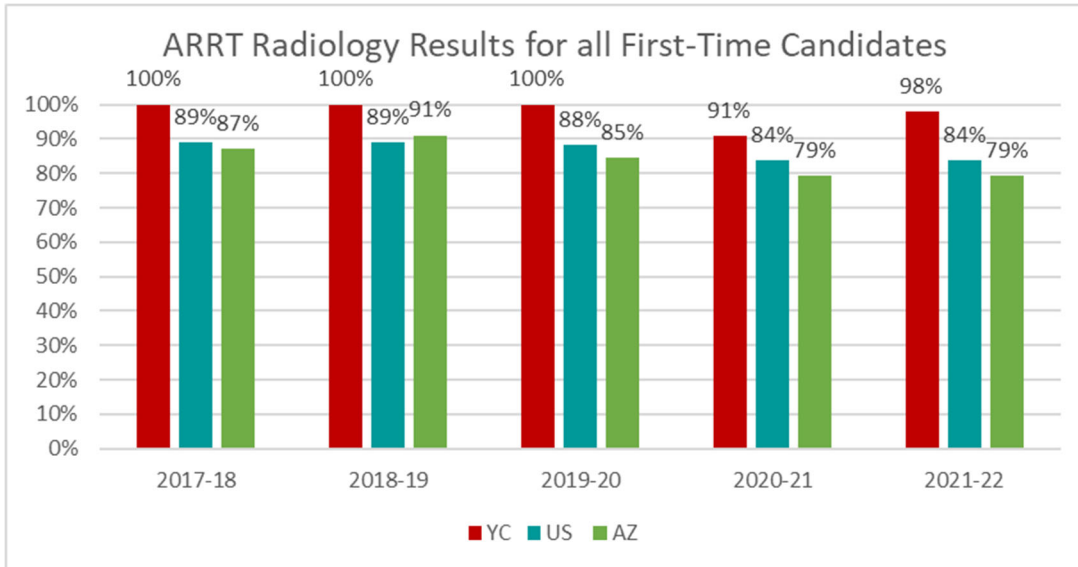
- 1. Students demonstrate success in career and technical education that prepares them for employment success.**

### Career and Technical Outcomes

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



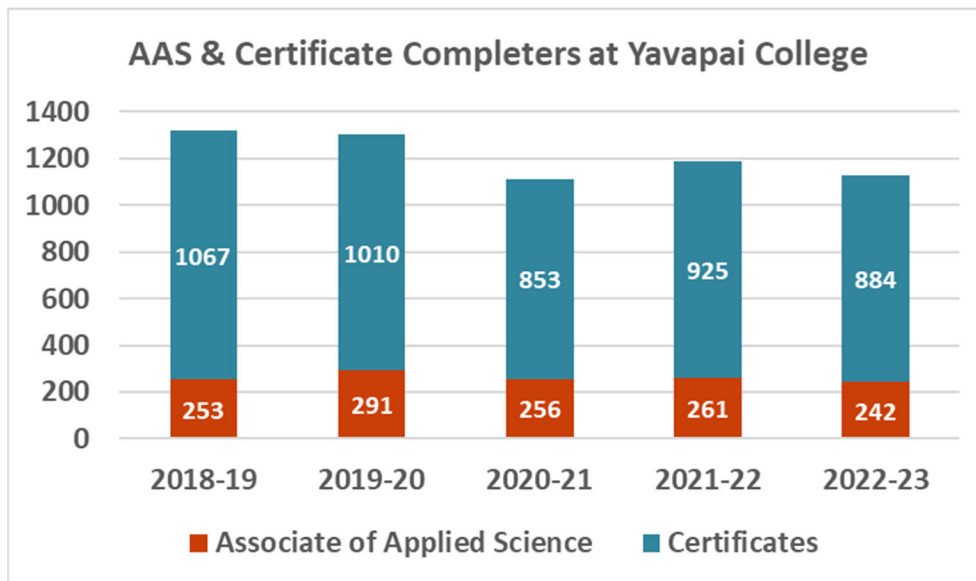
Source: National Council of State Boards, National Council Licensure Examination (NCLEX) 2023



Source: American Registry of Radiologic Licensure Examination (ARRT) 2022

- Over the past five years, Yavapai College has averaged over 1,200 students annually earning an AAS degree or certificate. While the COVID-19 pandemic dramatically impacted the 2020-21 graduating class, 2022-2023 indicates a lingering decline in completers post-pandemic.

**Compilation of AAS and Certificate Completers at Yavapai College:**

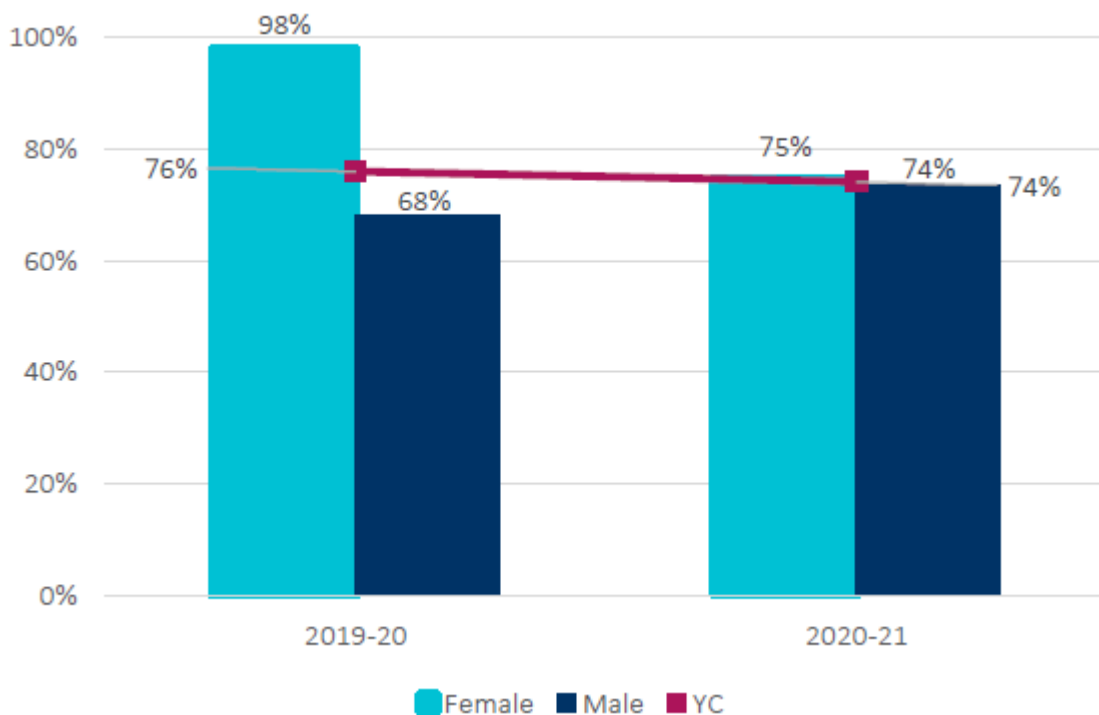


Source: Yavapai College Office of Institutional Effectiveness and Research

- 74 percent of YC learners in the 2020-21 Occupational Cohort attained a recognized postsecondary certificate, degree, or credential during participation in a Career Technical Education (CTE) program or within one year of program exit. The statewide rate is 32 percent.



**Percent of Occupational Learners Earning a Certificate, Degree, or Credential Within One Year of Program Exit**

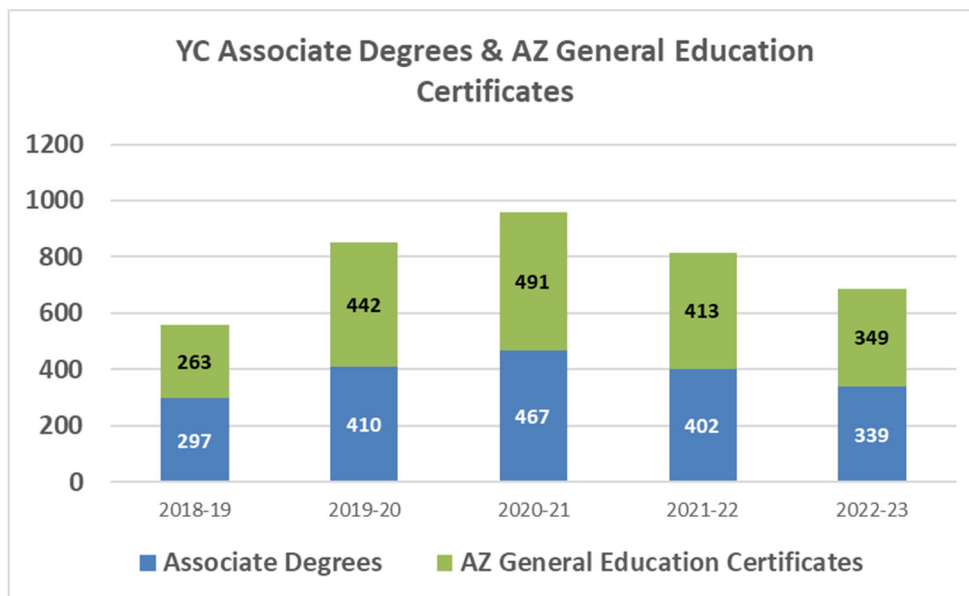


Source: Yavapai College 2022 Strategic Vision Outcomes Report

**2. Students demonstrate success in transfer-level courses and are prepared to succeed at transfer institutions.**

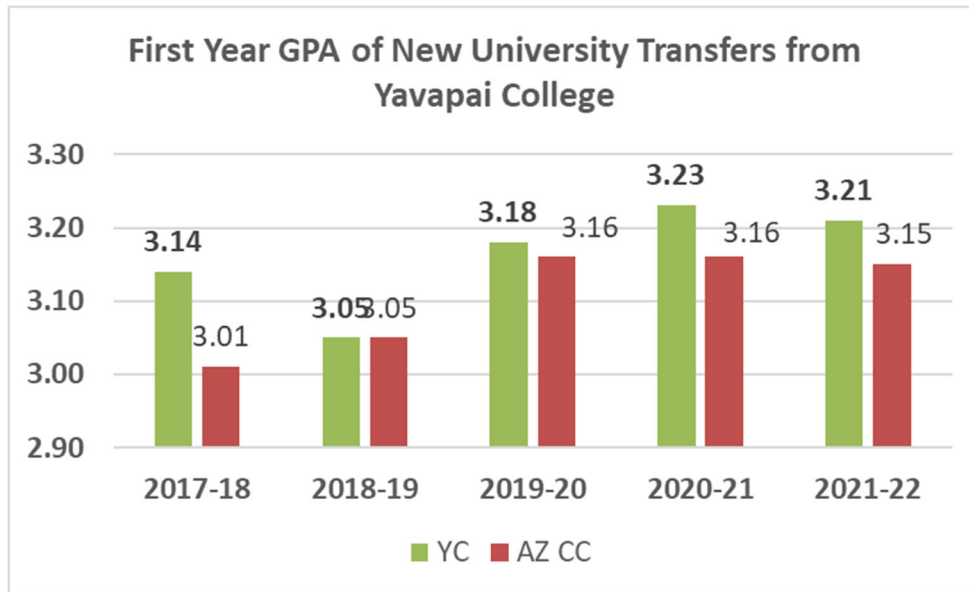
**Transfer Outcomes**

- In 2022-23, there were 349 associate degree awards and 339 students earning Arizona General Education Certificates.



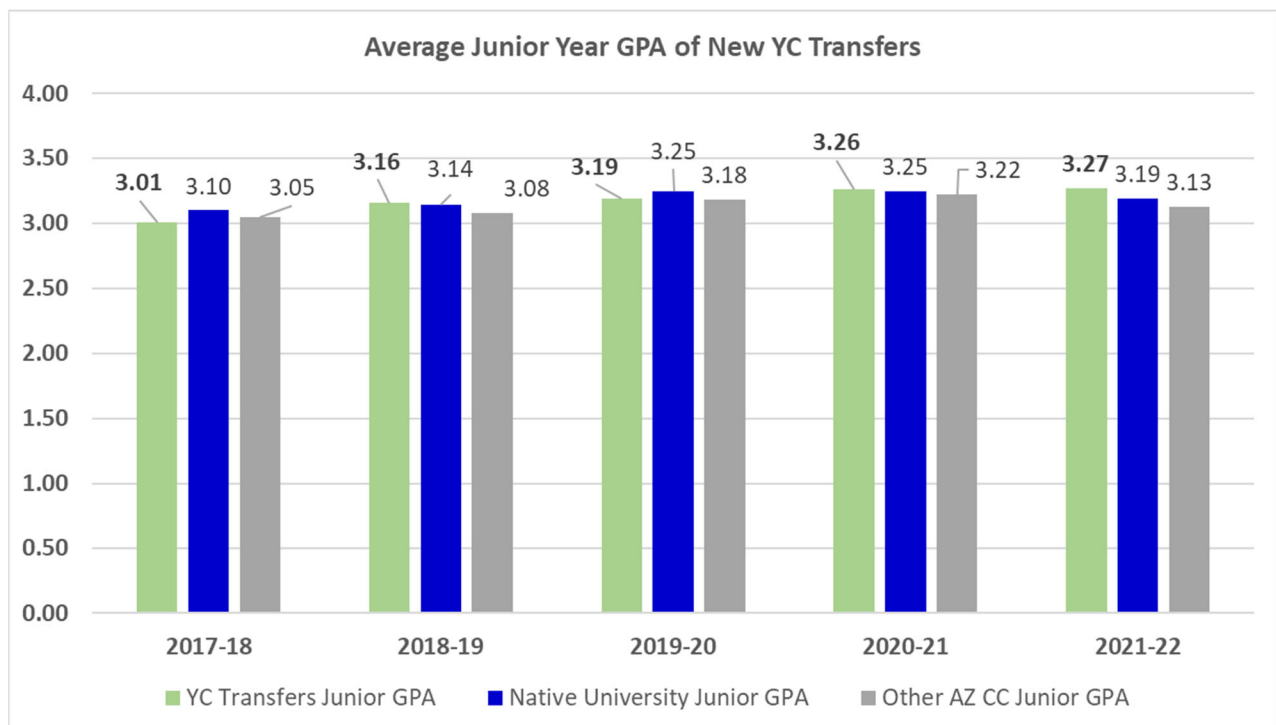
Source: Yavapai College Office of Institutional Effectiveness and Research

- YC students transferring to public Arizona universities consistently perform at or above the national median for first-year grade point average, and above the AZ community college average.



Source: AZ Transfer, ASSIST 2023

- Yavapai College students are well prepared to succeed upon transfer. YC transfer students perform on par with both native university students and other AZ community colleges.



Source: AZ Transfer, ASSIST 2023

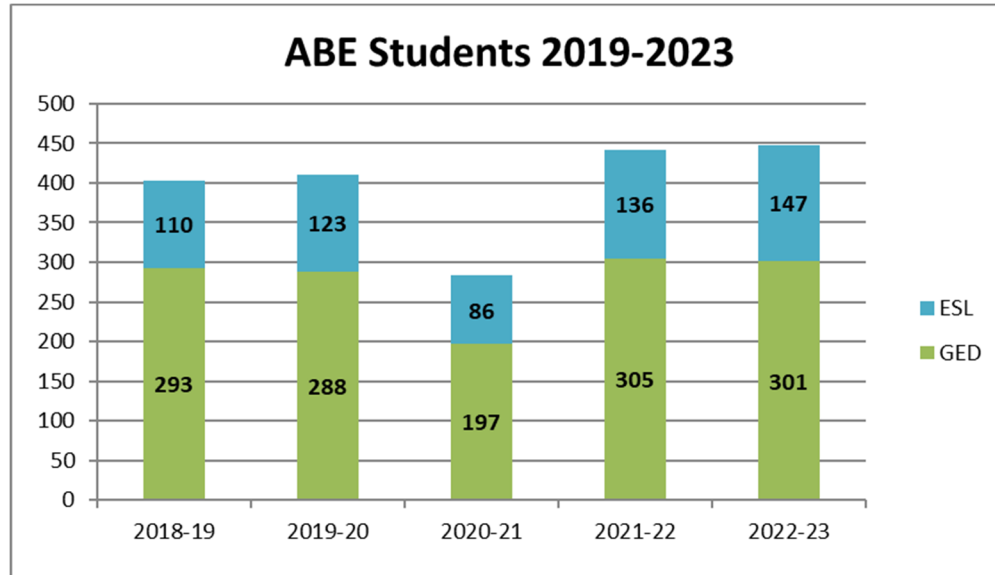
**3. Students demonstrate success in baccalaureate level courses and are prepared to succeed in undergraduate-level courses.**

- Yavapai College began enrolling for its first baccalaureate degree, B.S. Business, with concentrations in Accounting, Organizational Management and Leadership, and Entrepreneurship for the Fall 2023 semester. While there is no course or completion data available yet, 614 students have declared the degree as their program of study. Of the 614 declared, 521, or 85%, are from Yavapai County.
- The College’s second baccalaureate degree launched in the Spring 2024 semester. While there is no course or completion data available yet, \*49 students were accepted into the program with 96% of those students from Yavapai County. \*Program had a cap of 50 students for the initial Spring semester

**4. Students demonstrate success in basic skills courses and are prepared to succeed in college-level courses.**

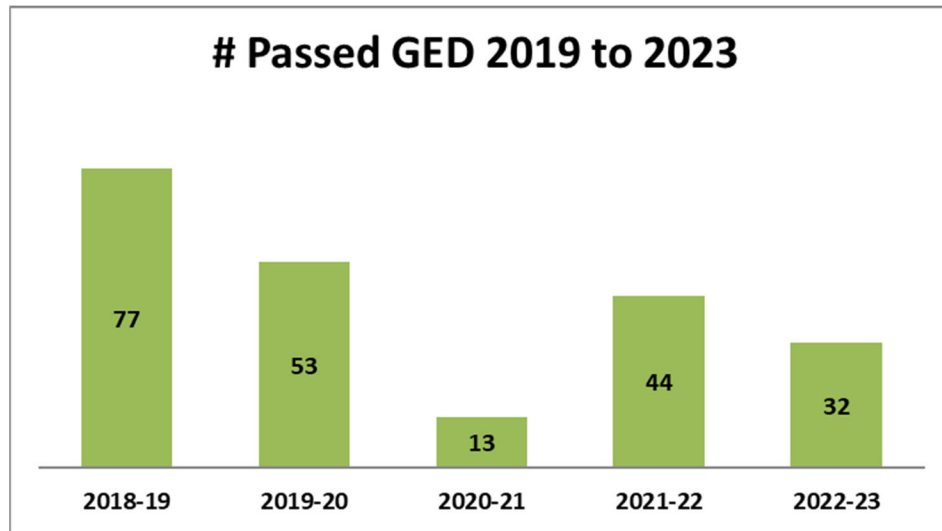
**Basic Skills Outcomes**

- After a significant COVID-19 pandemic dip, Adult Basic Education (ABE) student enrollments have rebounded to levels exceeding pre-pandemic levels with 67% in 2022-23 working towards a GED and 33% focused on English language learning.
- There has been an average of 44 GED completers each year from the ABE program over the past five years.



Source: ABE Program Federal Compliance Data

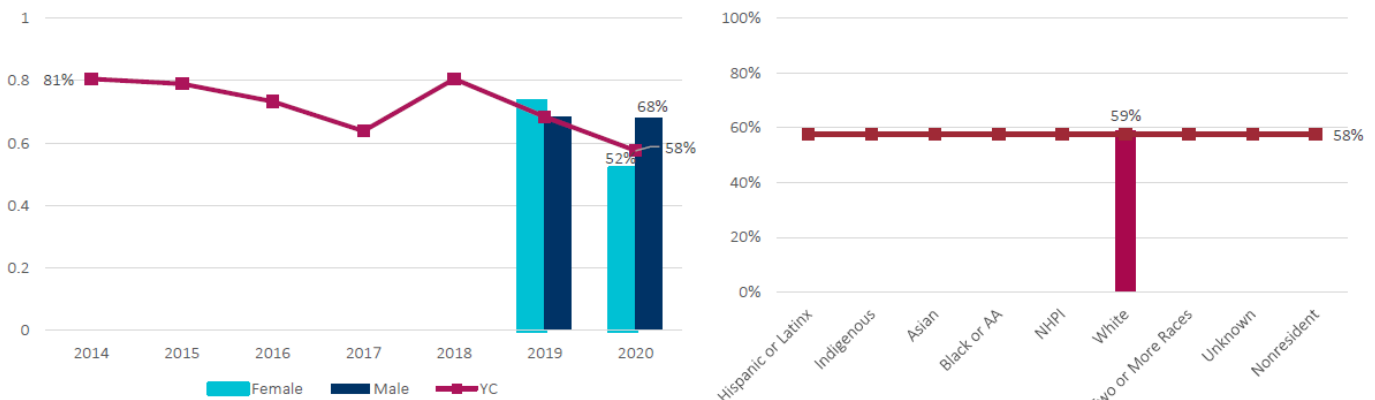
- With a return to in-person instruction, the number of successful GED completers increased substantially from 2020-21 but has yet to rebound to pre-pandemic levels.



Source: ABE Program Federal Compliance Data

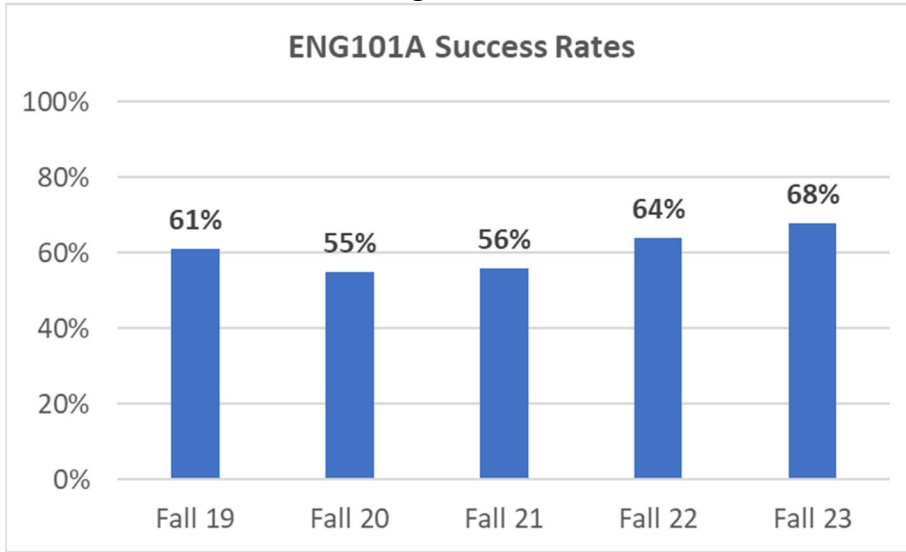
- Students taking developmental English or reading courses experienced significant setbacks due to the COVID-19 pandemic, and success rates in these courses have yet to return to the levels seen before the pandemic. In the 2020 New Student Cohort, only 58% of the credit hours in developmental English or reading that students attempted were completed successfully (earning a grade of A, B, C, or Pass), a stark drop from 81% just three years prior. The accompanying graph reveals that men achieved higher success rates in these courses than their female counterparts, with 68% completing successfully compared to 52%.
- The subsequent chart highlights that at YC, the success rate for White students in developmental English or reading courses was on par with the overall college average. This data suggests no significant racial or ethnic disparities in course completion rates for this subject, as the sample sizes for other demographic groups were too small to draw statistically significant conclusions.

### Success After Developmental English/Reading Rate



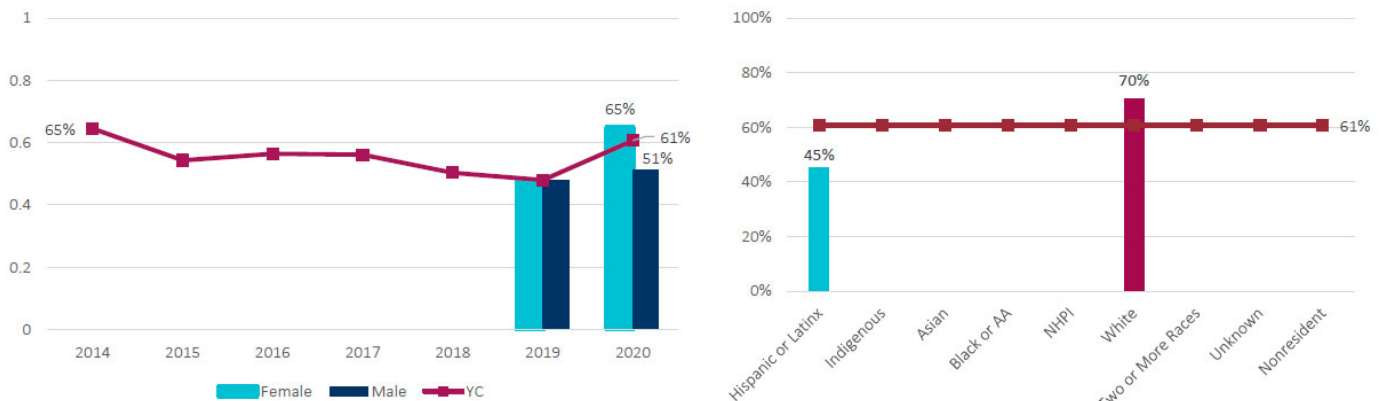
- In the fall of 2019, YC launched English 101A, which placed students who would typically be in remedial classes into a college-level course with extra support. By fall 2023, 68% of ENG101A students succeeded and earned college credit, bypassing the need for a remedial course.

## Alternatives to Traditional Remedial Coursework English 101A



- Students in developmental math courses experienced challenges due to the COVID-19 pandemic, but success rates in these courses are showing signs of improvement. For the 2020 New Student Cohort, 61% of the credit hours in developmental math attempted were completed successfully, an improvement from 48% in the cohort before. Female students outperformed male students with developmental math success rates of 65% compared to 51%.
- The analysis of success rates by race and ethnicity reveals similar disparities (as shown in the chart on the right). Notably, Hispanic/Latinx students had lower completion rates in developmental math courses compared to their White counterparts.

### Success After Developmental Math Rate

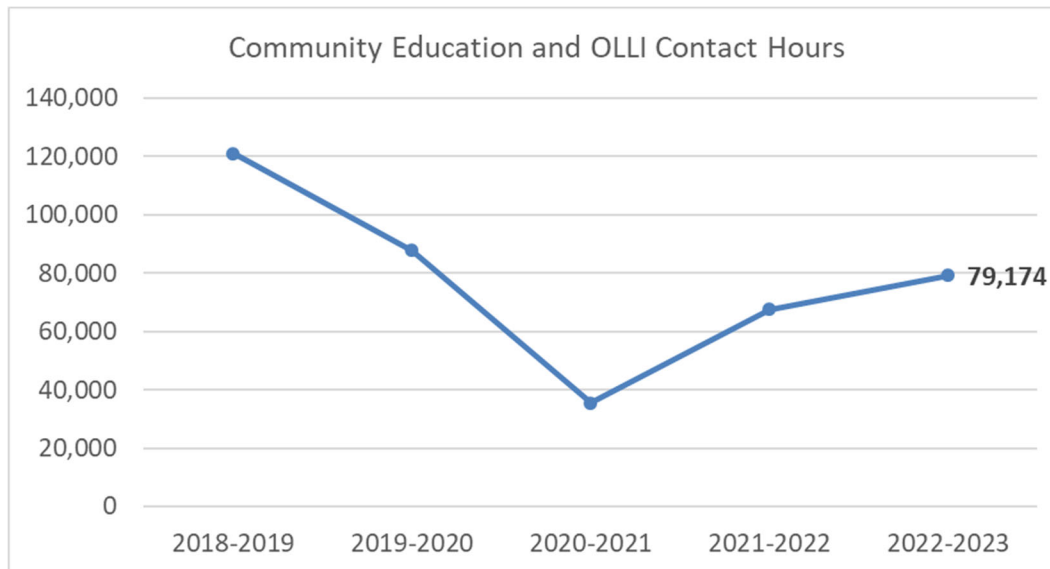


Source: Credential-Seeking Cohort, AZ Strategic Vision, 2023.

## 5. Lifelong Learners have access to a variety of learning opportunities.

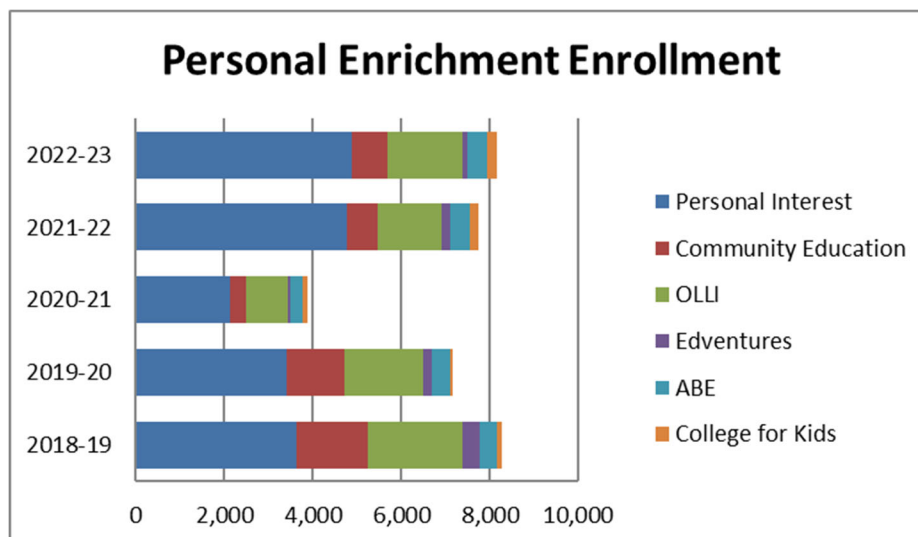
### Lifelong Learners Outcomes

- Community members take credit and non-credit courses and participate in the Osher Lifelong Learning Institute (OLLI) for personal enrichment. While not recovering to pre-pandemic levels, Community Education Non-Credit and OLLI contact hour enrollments showed steady growth in 2022-2023.



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

- In 2022-23, there were 8,165 lifelong learners enrolled in a variety of personal enrichment opportunities like credit courses, community education, OLLI, Edventures, and adult basic education. For-credit personal enrichment experienced its largest increase in the past five years, with 4,869 unique students served.



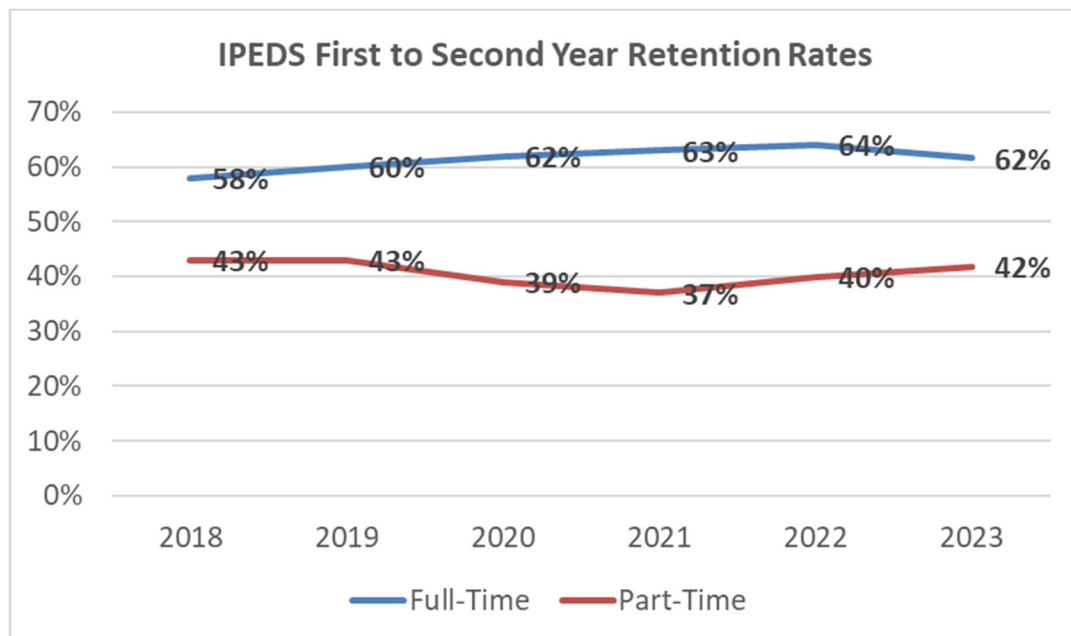
Sources: Office of Institutional Effectiveness and Research

**6. Students maximize their ability to complete courses, persist through program or course completion, and achieve their educational goals.**

**Student Success Outcomes**

**Retention**

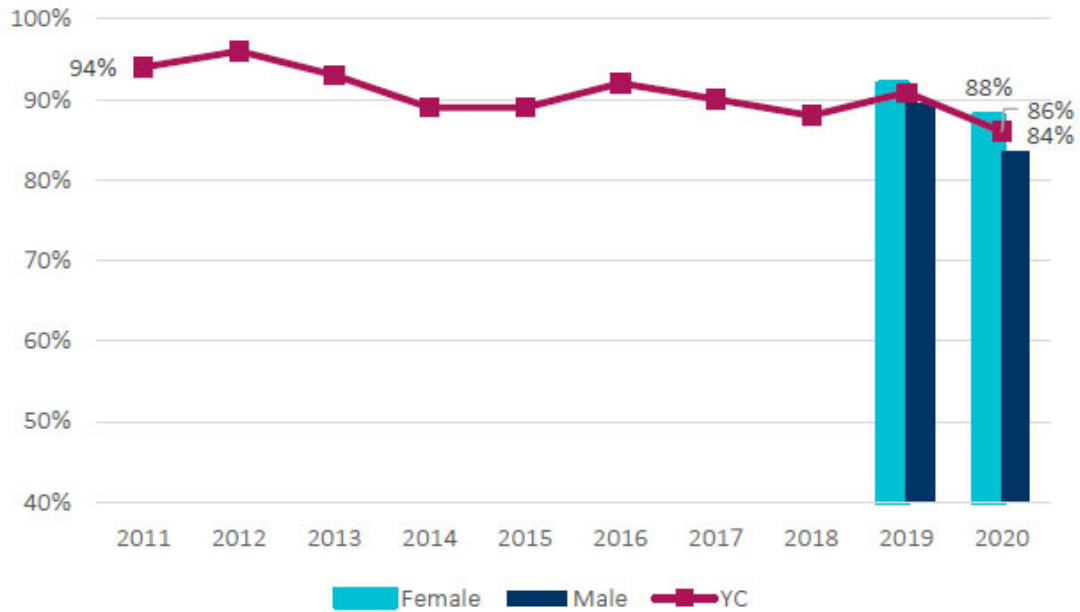
- A key element in fostering student success is retaining students. Yavapai College tracks retention through its participation in the Arizona Strategic Vision Project and the federal Integrated Postsecondary Educational Data Survey (IPEDS).
- Yavapai College’s fall-to-fall retention rate for first time/full-time degree students declined slightly (62%) from last year’s high of 64%.
- New part-time student rates continued to trend upward for the second consecutive year with a fall-to-fall retention rate of 42%.



Source: IPEDS

- YC’s fall 20 to spring 21 retention rate for the credential-seeking cohort was 86%, and 76% of them returned the following fall. YC’s retention rates are substantially higher than the national comparison (62%), likely because the latter is not limited to credential-seeking students. YC’s rates are similar to the statewide averages of 89% (fall-to-spring) and 75% (fall-to-fall).

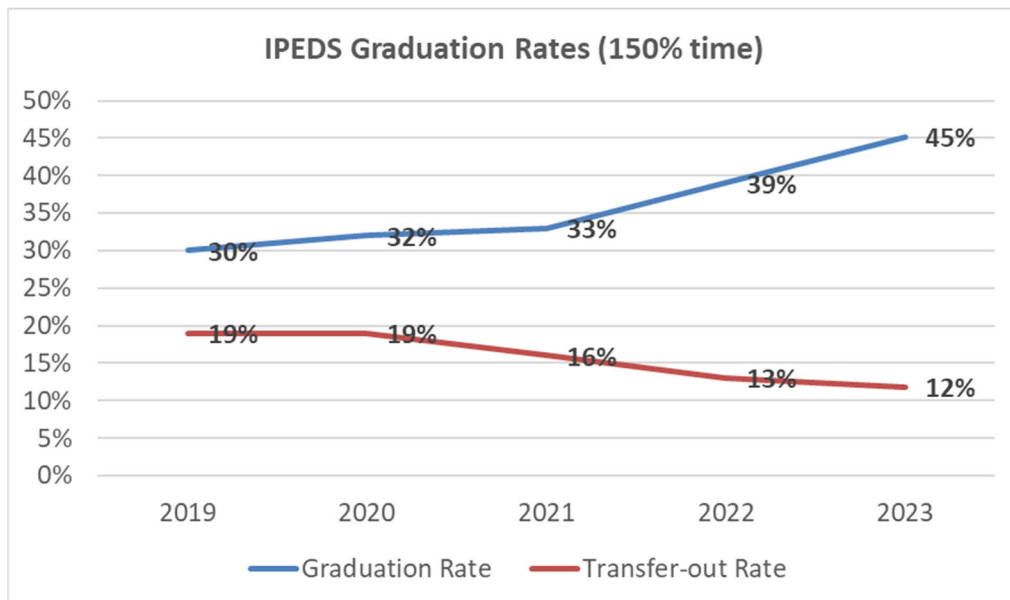
### Credential Seeking Students Retention Rates



Source: Credential-Seeking Cohort, AZ Strategic Vision, 2023.

### Completions

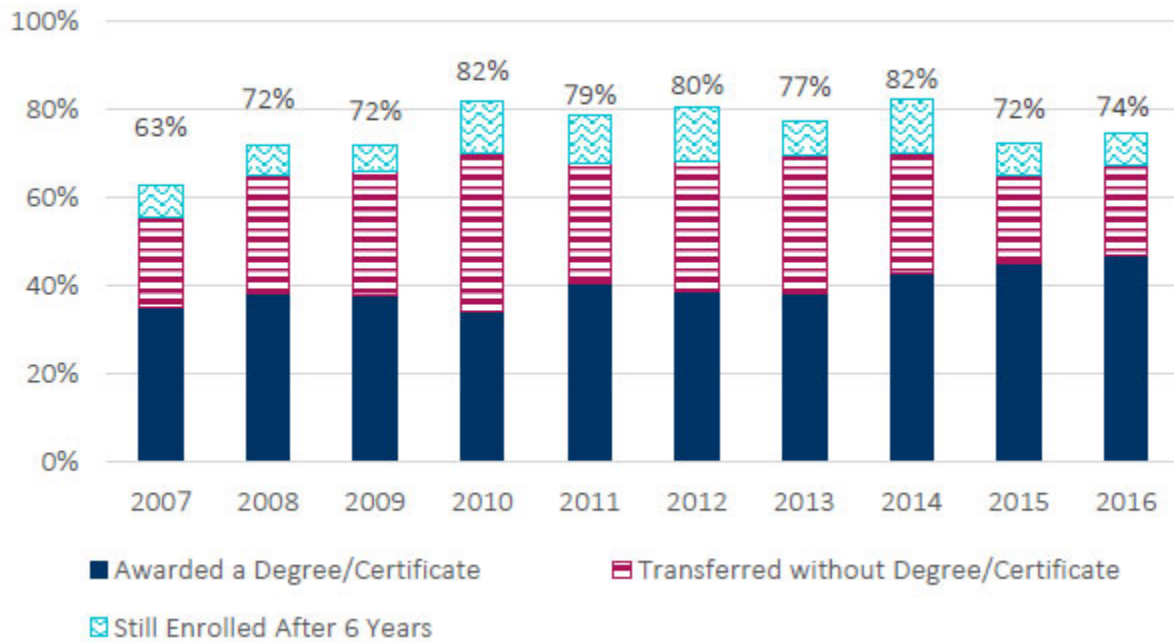
- YC’s new, full-time student graduation rates are trending upward, reaching an all-time high of 45% in 2023. YC’s Promise program had the most significant impact on increasing the full-time graduation rate. Transfer-out rates have declined in recent years and were at 12% in 2023.



- Seventy-four percent of learners in YC’s 2016 Credential-Seeking Cohort achieved a successful outcome within six years. While still enrolled students and transfers without a degree have decreased, degree and certificate completers have increased. YC’s successful outcomes are substantially higher than the Arizona community college average of 58%.



### Percent of Learners Achieving a Successful Outcome



Source: Yavapai College 2022 Strategic Vision Outcomes Report

**7. Students understand how to access resources that will reduce out-of-pocket costs as much as possible, including financial aid, grants, scholarships, and other support programs.**

The Financial Aid team at Yavapai College is here to help a diverse population to reach their potential by providing leadership and access to all tools and knowledge they need to make the best decisions on how to fund their education and achieve their academic goals.

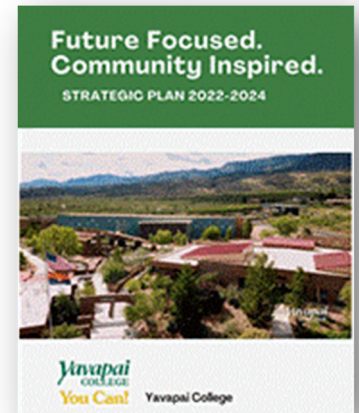
In 2022-2023 – the Financial Aid office awarded close to \$6,100,917 million in Pell grants and \$846,318 in Yavapai College Foundation Scholarship funds. They also oversaw the distribution of over \$623,832 in funds from the Higher Education Emergency Relief Fund (HEERF) to students in need. The financial aid team held several FAFSA and scholarship workshops throughout Yavapai county in person and via zoom. Because of their hard work with default prevention and our partnership with Student Connections, we lowered our Cohort Default rate from 12.5% to 3.7%. They have sought to ensure that student and parent borrowers are aware of their rights, responsibilities, and options as a student loan borrower.

## Priority 2: Economic

Yavapai County Communities are supported in their efforts to lead economic development, with emphasis on generating & sustaining economic jobs.

### Strategic Plan: Future Focused. Community Inspired.

Yavapai College (YC) continues to lead economic development efforts in Yavapai County through the Regional Economic Development Center (REDC), in partnership with College Divisions. The 2022-2024 Strategic Plan, particularly Strategic Initiative #2: "Living Wage," promotes economic impact through workforce training, job placement, and business/industry development.



## 2022-2023 ECONOMIC IMPACT



### The Regional Economic Development Center

Operating since 2013, the REDC leads the College's economic development efforts, acting as an ambassador for workforce training programs and business/industry growth. More information on REDC's mission and services can be found at [ycredc.com](http://ycredc.com).



### Economic Development Strategic Plan 2022-2024

The REDC continues to grow services that are guided by the 2022-24 Economic Development Strategic Plan, focusing on:

1. Workforce training & job connections
2. Business creation, expansion, and recruitment
3. Innovation & economic research
4. Sustainability

The following information demonstrates the advancement of each of these initiatives.



# KPI DASHBOARD

2022-23

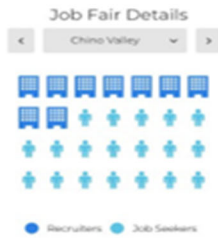
## Job Connections

**5**

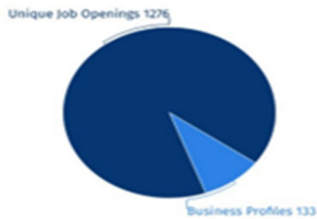
Job Fairs Hosted

**750**

Job Seekers in Attendance



### Job Pipeline



## Workforce Training

### IN-PERSON



### VIRTUAL



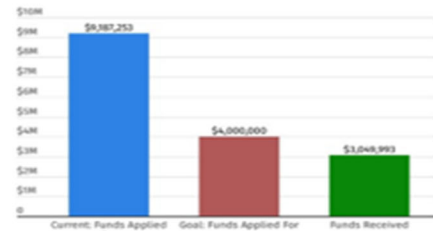
Note: Figures include all learners who registered for a course (via EdGCs) regardless of course was dropped or not completed. Gross revenues is the retail price paid by learners, not what the REDC actually received.

## Funding & Grants



**\$3.0M**

Grant Dollars Awarded (Current Year)

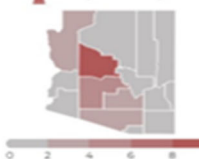


## Economic Research & Reports

### Completed Reports & Clients Served



### Presentations by County



## Total Value Generated by REDC

**Grand Total = \$3.3M**

Note: Includes grant dollars awarded, workforce training, and earned income from reporting and other. This figure does not take into account the cost of goods sold or the actual recipient of the funds.

## SBDC



Note: The SBDC uses a fiscal calendar with the year ending on September 30, while the rest of this report follows the standard calendar year (July 1 - June 30). Please note that SBDC data is collected and reported accordingly.

View in Dashboard



## Initiative 1: Workforce Training & Job Connections

### Customized Workforce Training:

The REDC continues the development and delivery of non-credit courses to upskill or reskill workers. These programs target clusters of industries and focus on applicable skill sets to meet the needs of employers while offering career opportunities for livable-wage jobs. Currently, over **1,200 training courses** are available through our website or 3<sup>rd</sup> Party partners ([Ed2Go](#), MindEdge, [HRDO](#), & more). The REDC is servicing multiple businesses and has trained over **700 learners** by delivering courses that meet their needs for flexibility, ease of access, speed of delivery, and professional content, all to enhance the bottom line (employee wages and business profits). These trainings have generated over **\$100,000 in tuition**.

### Workforce One-Stop:

The College continues promoting [YC Pipeline](#), a collaborative public platform where job seekers can be matched to jobs based on current skills. YC Pipeline assesses the job seekers' needs for career readiness and includes building a digital profile, developing resumes and cover letters, interview preparation, and recommendations for supplementary skill training. Additionally, businesses post their job openings and then are notified of job seekers that match their desired skill sets.



The REDC provided employment opportunities and workforce recruitment by organizing 5 Job Fairs throughout the county with community partners: Arizona at Work, Northern Arizona Council of Governments, the Arizona Department of Economic Services Vocational Rehab, the U.S. Department of Veterans Affairs, and the chambers of commerce from Prescott, Prescott Valley, Camp Verde, Cottonwood, and Sedona. The REDC sponsored a Healthcare Recruitment Fair and supported the Bradshaw Mountain High School

Career and Trade School Expo. These successful hiring events drew approximately **275 employers** and over **750 job seekers**.

## Initiative 2: Business Creation, Expansion, & Recruitment

The Small Business Development Center (SBDC), funded by the U.S. Small Business Administration and matched by Yavapai College, provides confidential one-on-one counseling, and a variety of workshops and resources to assist business owners across the district.

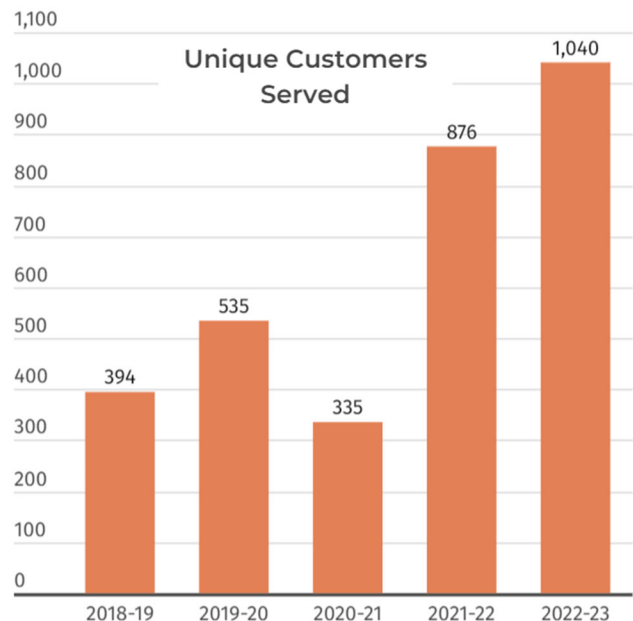
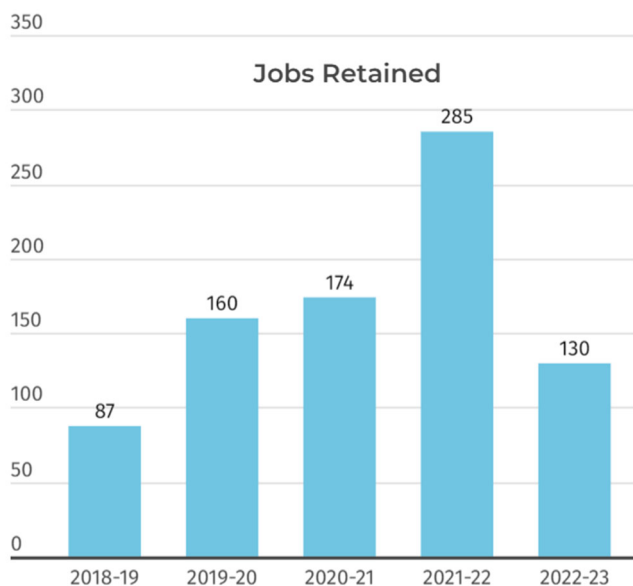
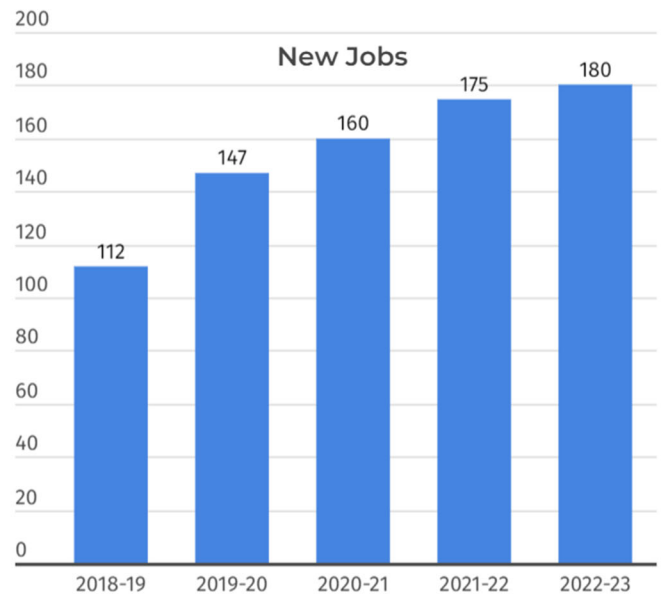
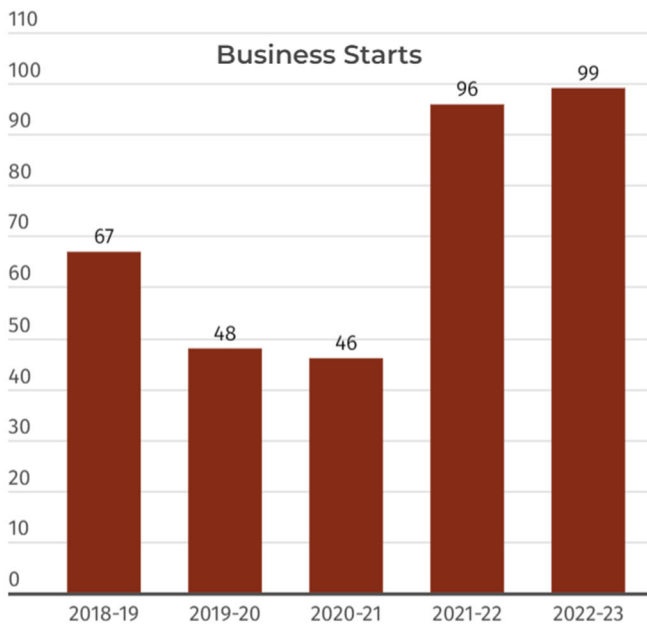
The SBDC team, consisting of a Director, Program Coordinator, and four Business Analysts, serves Yavapai County through counseling at Yavapai College's campuses and centers, county libraries, or directly at the business location. This year, the SBA increased SBDC funding in recognition of its outstanding

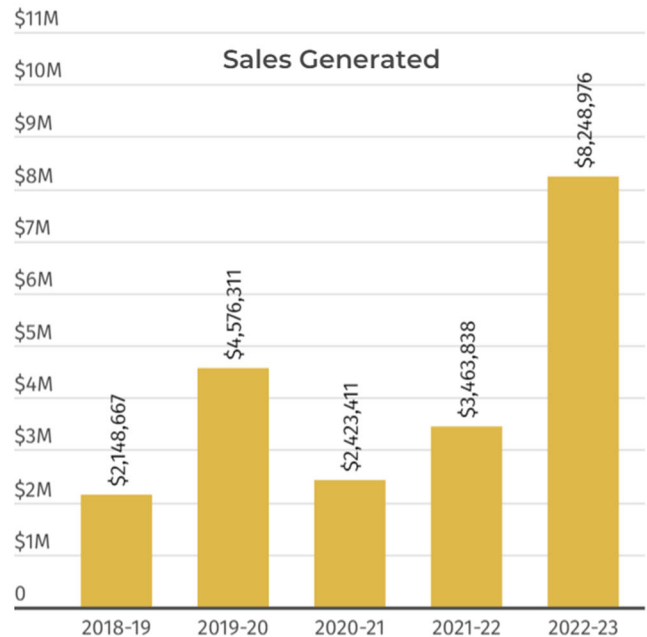
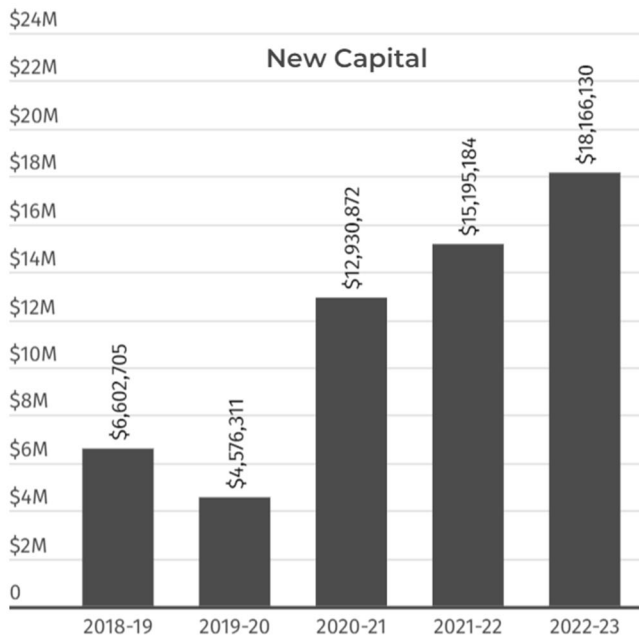
performance, along with a new USDA grant that added a Business Analyst and expanded services into Ash Fork, Seligman, and Wickenburg.



Over the past year, the SBDC developed and delivered more than 30 business workshops, attracting 515 attendees, and collaborated with the Arizona Commerce Authority's Small Business Bootcamp for state-wide training. The SBDC served **1,040 clients**, supported **99 startups** (20% of state), and facilitated over **\$18M in new capital** through various loans, as highlighted in the charts below.

## SBDC Performance Indicators: 5-Year Trend





### Initiative 3: Innovation & Economic Research

#### Economic & Data Analysis

The REDC's Economic & Data Analysis supports the identification of future businesses and jobs, evaluates workforce supply and demand, and identifies resource gaps. In FY2023, the REDC conducted and delivered research on regional economic impact and trends, aiding community, and business leaders in making data-driven decisions for robust economic development strategies.



This research offered both for fee and pro bono, has provided Economic Overviews, Community Profiles, Industry & Wage Analysis, and more, serving the county's municipalities, industry associations, and private businesses. The REDC has also presented its findings to respected organizations such as the Government Finance Officers Association of AZ and the AZ Association of Economic Development.

## **Grants**

In terms of funding, the REDC has pursued 15 grant opportunities, totaling \$3.1M, with a focus on workforce training, new academic programs, and small business support. These grants are aimed at advancing rural prosperity through public and private partnerships.

## **Initiative 4: Sustainability**

The REDC is dedicated to fostering regional collaboration and partnerships to establish common economic policies, address challenges, and promote a unified brand for the region. This effort includes leveraging resources to deliver economic initiatives and advocating for local, state, and federal alliances. The REDC actively engages with organizations such as the Arizona Commerce Authority, Arizona Association of Economic Development, and various local economic development committees and alliances.

Building strong and engaged communities is essential for regional sustainability. The REDC works to connect with the wider public, educating them on the value of economic development and fostering trust and relationships that create a thriving economic environment. In FY2023, outreach activities included and expansion in presentations, publications, media appearances, and participation in national and state conferences.

To promote county-wide equity and innovation, the REDC has developed a website that serves as a one-stop shop for workforce resources, including recruitment, skill-based training, and live data. This platform enables nimble and agile delivery of services and can be accessed at [YCREDC.COM](http://YCREDC.COM).

The REDC's initiatives aim to drive economic growth and resilience by providing relevant products and services that meet the current and future needs of the region, thereby ensuring financial sustainability. In support of these efforts, the REDC has provided \$146,000 in non-credit training tuition and \$3.1M in grant funding.

Under the leadership of the District Governing Board and President Rhine, Yavapai College is building on the REDC's success to create the Division of Workforce Innovation. This new division will focus on customized training, employer-sponsored programs, micro-credentials, self-paced options, experiential opportunities for students, employment preparation, and collaborations with third parties. Additionally, the division will leverage the Meta grant to provide virtual reality education.

## Economic Indicators

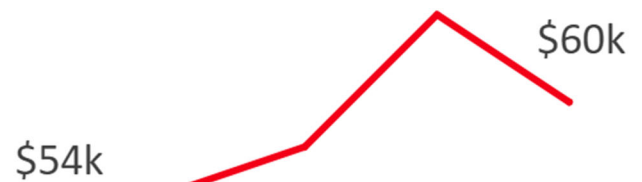
Arizona has seen a notable improvement in its ranking as one of the Best States for Business, now placed fourth in the nation, a jump of six spots. This achievement highlights the state's strong economic momentum, driven by population growth, economic development, and investments in key sectors such as manufacturing, technology, and financial services. However, this growth is primarily concentrated in metropolitan areas, with the Maricopa and Pima Metropolitan Statistical Areas (MSAs) accounting for a significant portion of the state's jobs. To provide a clearer picture of Arizona's economic landscape and Yavapai County's contribution to the state's success, we have compiled a list of select economic indicators for Yavapai County, showcasing trends observed over the past five years.

### Population<sup>1</sup>



2019 2020 2021 2022 2023

### Median HH Income<sup>2</sup>



2019 2020 2021 2022 2023

### Living in Poverty Rate\*<sup>3</sup>



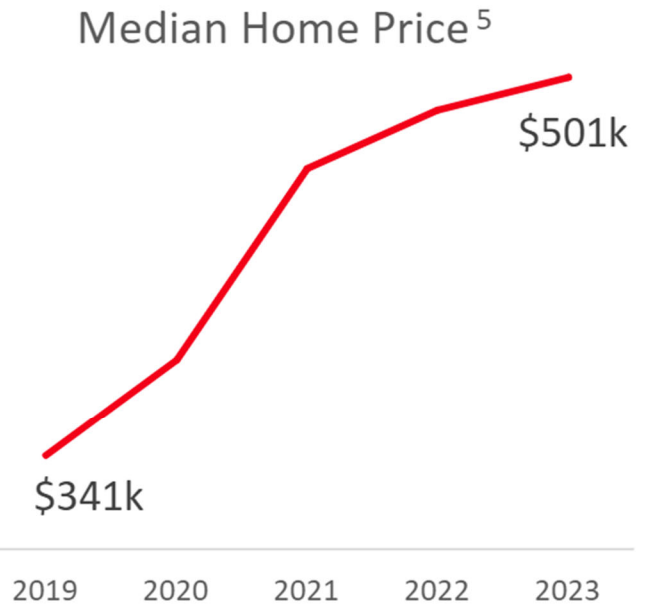
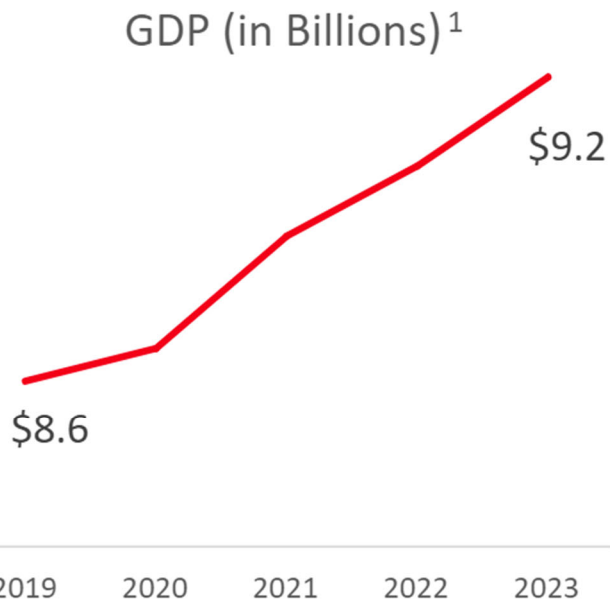
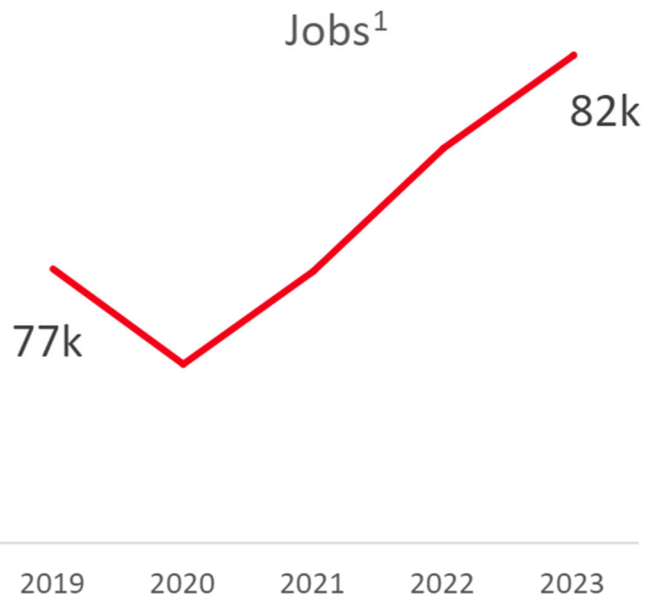
2018 2019 2020 2021 2021

### Adults (25+) with an associate's or higher<sup>1</sup>

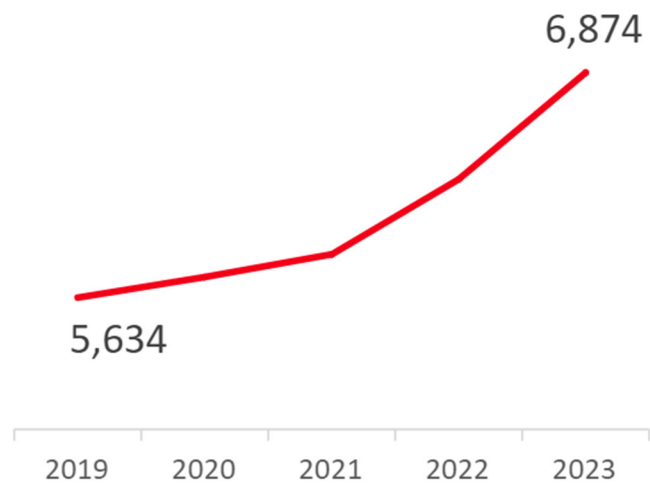


2019 2020 2021 2022 2023





## Business Establishments <sup>1</sup>



## Priority 3: Community

Yavapai County residents have access to social and cultural opportunities.

### President's Interpretation:

An educated person is exposed to a variety of intellectual, cultural, and social experiences that contribute to their growth and development. Yavapai College provides exposure to the fine and performing arts and other social and cultural events, such as athletics, that prepare individuals to live fully active and engaged lives. As an institution that values developing and maintaining social connections and networks across groups and cultures, Yavapai College serves as a vital gathering place for community engagement and involvement. The college contributes to a robust, engaged, vibrant community in which to live.

We will know we are compliant when:

- The College routinely offers events that provide exposure to a variety of artistic styles and varied social and cultural experiences that are open to the community
- The College hosts community-wide events

The Yavapai College (YC) electronic calendar documents events for the vast majority of non-academic pursuits at the College, including Traditional Services, Athletics, K-12 Outreach, Community Events, and Public Services ([www.yc.edu/calendar](http://www.yc.edu/calendar)). Though dates may vary somewhat from year to year, the following examples illustrate the numerous social and cultural opportunities Yavapai College provides.

### Performing Arts

- Live concerts from international recording artists, symphonic orchestras, stand-up comedians, guest speakers, independent films, live opera broadcasts from New York's Metropolitan Opera, educational elementary school matinees, and Yavapai College theatrical productions, workshops, and presentations are all examples of what The Jim & Linda Lee Performing Arts Center proudly offers the community.
- Annually, public, private, and homeschool elementary students are invited to The Jim & Linda Lee Performing Arts Center's complementary CUES! (Curtains Up Educational Series) performances. Elementary students from all over Yavapai County experience the magic of the theatre through TYA (Theatre for Young Audiences) productions. Within the 2023-2024 season, the J&LLPAC hosted 24 CUES performances, with many going to the Philip England Center for the Performing Arts in Camp Verde. This program is made possible by generous donations from The Forest Fee Management Association, the J.W. Keickhefer Foundation, Acker Music, Findlay Toyota, and Yavapai College Foundations.
- Local, non-profit community organizations like The Boys and Girls Club, The Prescott Pops, Yavapai Symphony Association, RWOP, and most recently, Destiny House Restoration Center rent the venue to host their concerts, symphonies, guest lectures, galas, and performances.

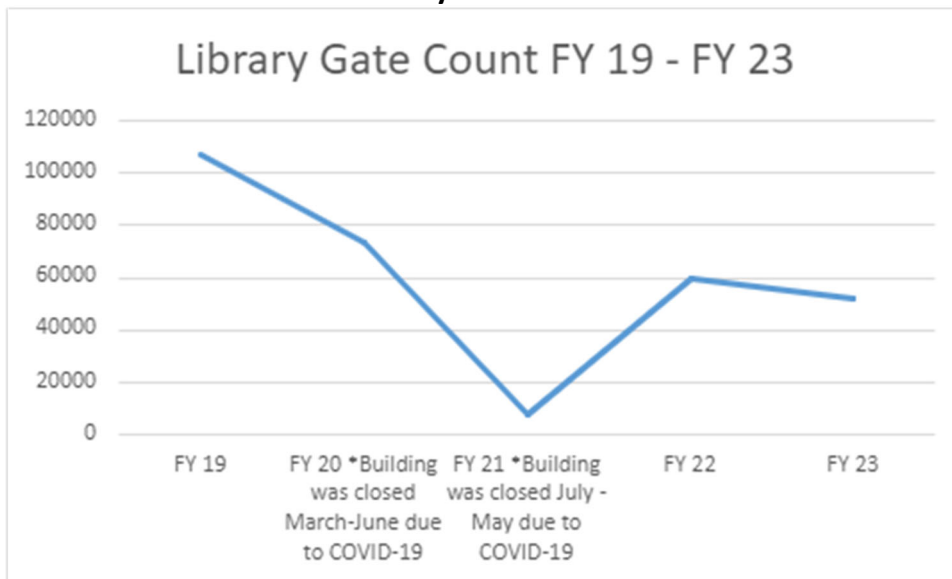


- The Jim & Linda Lee Performing Arts Center has nine full-time employees, with over 40 casual part-timers and over 180 ambassador ushers, who make up the volunteer program. A large percentage of the casual part-time employees are Yavapai College’s theatre students who aspire to work in the live entertainment industry professionally as directors, producers, designers, stage managers, and other technical specialists. These theatre students/employees are currently taking the theories and tools they learn in the classroom and are putting them into practice when they work on the multitude of productions in this professional presenting house.

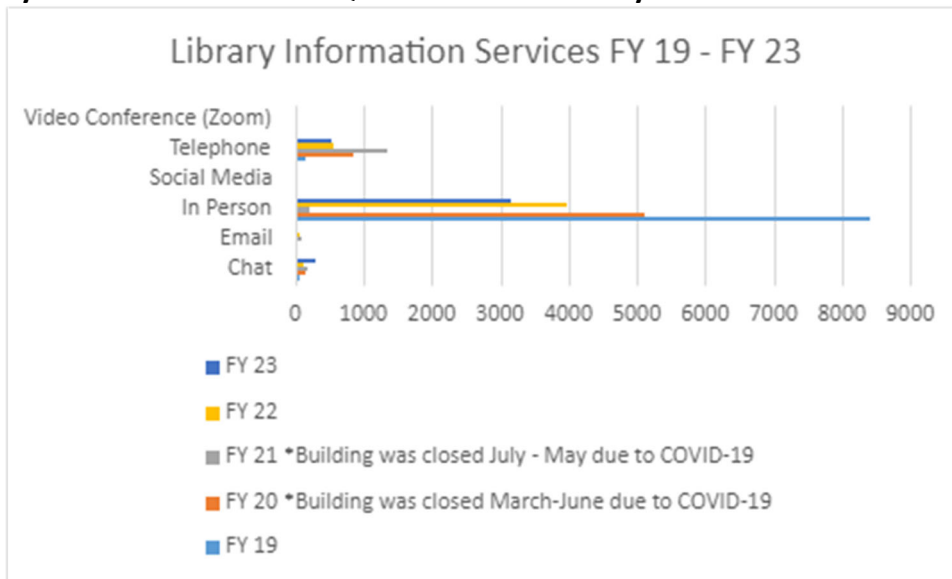
**YC Library**

- The following data includes gate counts and outcome data from FY19-FY23 for the Prescott and Verde Valley Campus libraries.

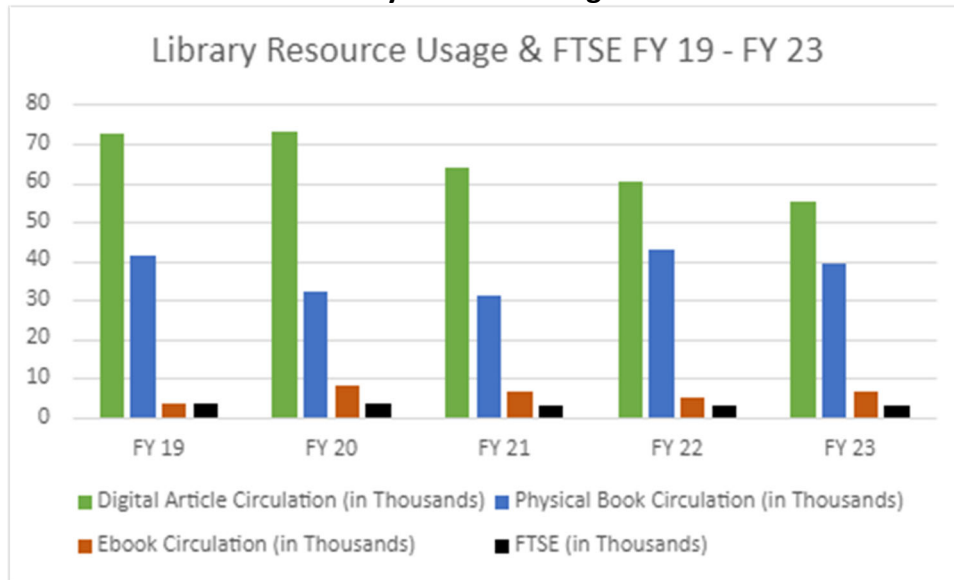
**Library Visitors**



**Library Information Services: Questions Answered by Communication Method**

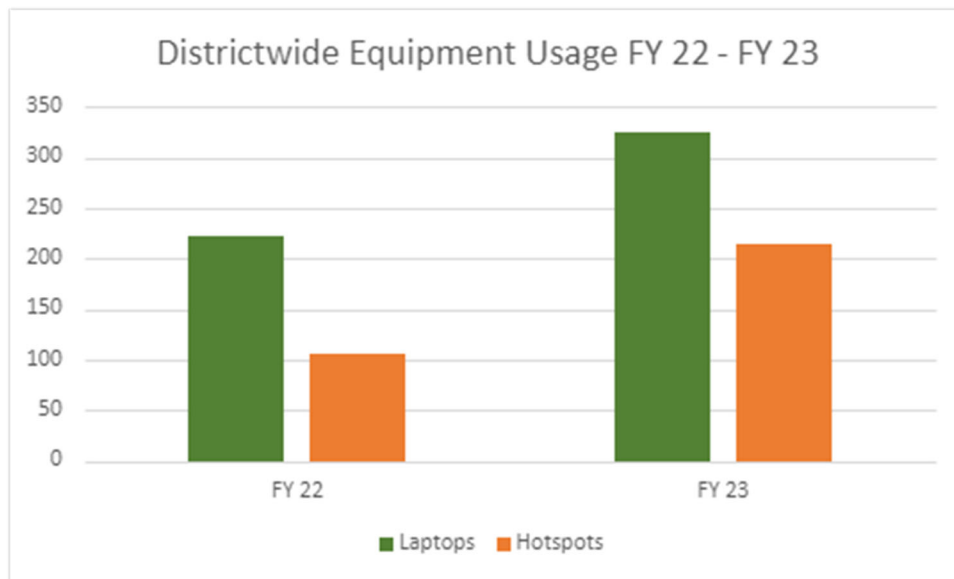


### Library Resource Usage

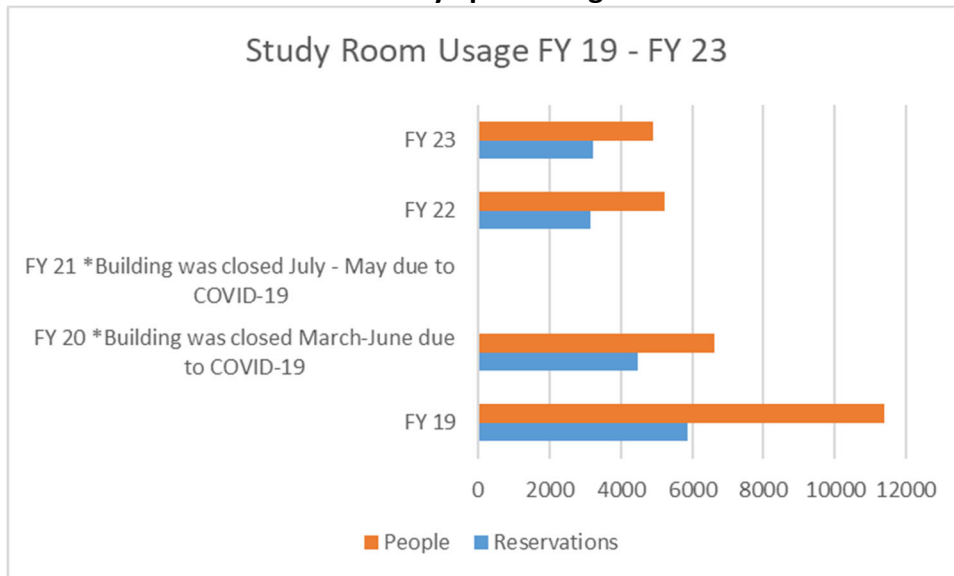


### Library Equipment Usage

- We worked with ITS to expand our laptop and hotspot resources to further support students.  
*"I greatly appreciate having access to wifi so that I can do online assignments and courses"—YC student*  
*"Being able to check out the laptop has helped me so much!" - YC student*



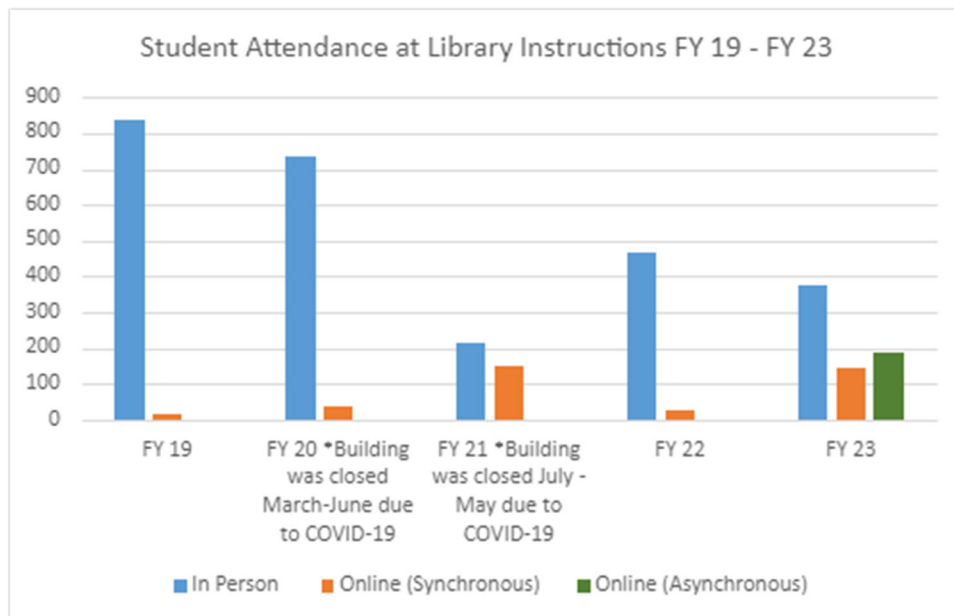
## Library Space Usage



## Library Instruction by Delivery Method

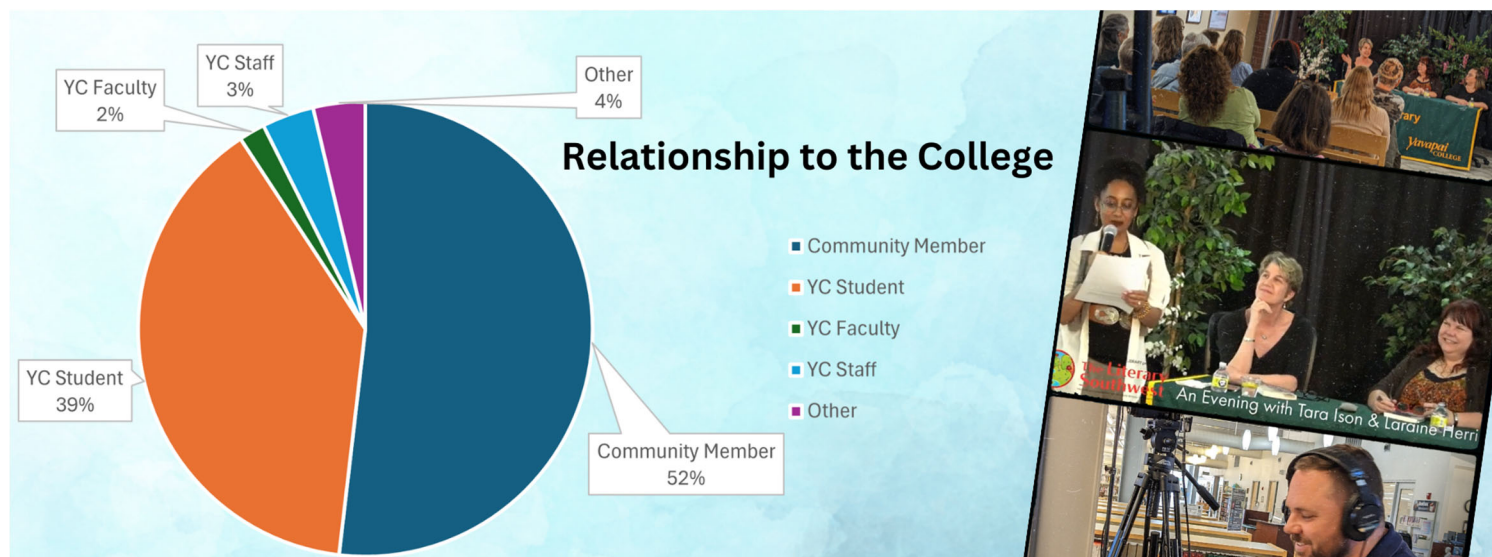
- We have added the option for asynchronous library instructions to support online classes.

*"I didn't know what a database was when I came to class. Now I know enough to 'be dangerous'. And it's EASY!"—  
YC English student*



## Literary Southwest

- Since its establishment in September 2008, The Literary Southwest has been providing the community with multi-genre programs free of charge. Now in its fifteenth season, the series has showcased acclaimed authors, including New York Times bestsellers, finalists, and winners of prestigious awards such as the National Book Award and Pulitzer Prize, as well as U.S. and Arizona Poet Laureates.
- Once a year, the series hosts a crossover event featuring the author of the book selected for the Riders Read community reads program. Yavapai College's "Riders Read" initiative is a campus-wide common reading program where the entire college community engages in reading and discussing the same book. The program aims to stimulate dialogue on values and shared experiences among students, faculty, and staff, while also exemplifying the active reading and critical discourse expected in college-level academics.
- In the fall of 2022, Jim Natal retired, and the management of The Literary Southwest was transferred to Yavapai College Library.
- During the 2022-2023 season, we welcomed the following authors whose works aligned with Yavapai College's commitment to diversity and inclusion, as well as our aim to offer cultural enrichment opportunities. Additionally, we partnered with the Yavapai College Art Gallery to enhance student and community involvement through a juried art exhibition linked to the book "Mexican Gothic." Given the themes explored in "Mexican Gothic," we collaborated with Lisa Raygoza, YC's Hispanic Outreach Director, to promote the event to Spanish language media outlets.
  - TJ Klune (Yavapai College's chosen Riders read author)
  - Silvia Moreno-Garcia (postponed to 2023-2024 due to author illness)
  - Laraine Herring
  - Tara Ison
- We had 730 attendees at these events.
- Below are the surveys from 2022-2023

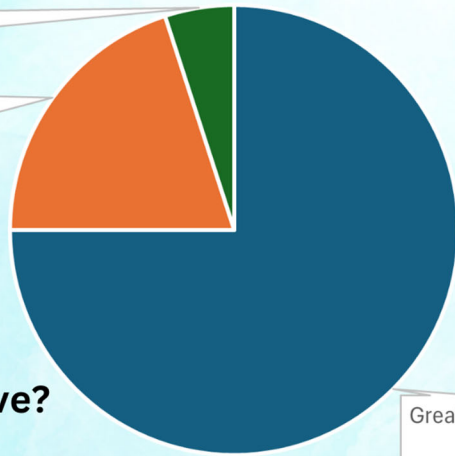




Another Area In Arizona  
5%

Yavapai County  
20%

- Greater Prescott Area
- Yavapai County
- Another Area In Arizona



### Where do you live?

Greater Prescott Area  
75%

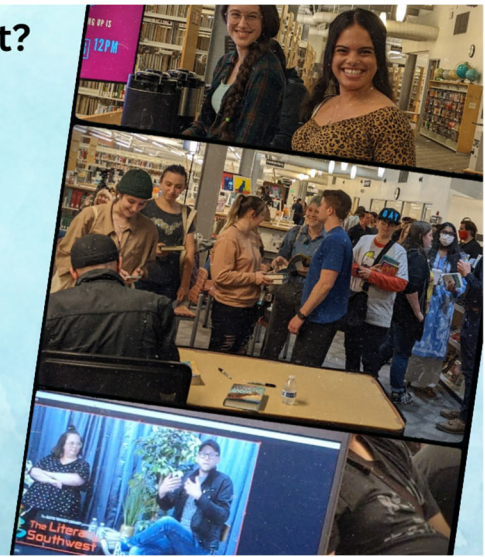
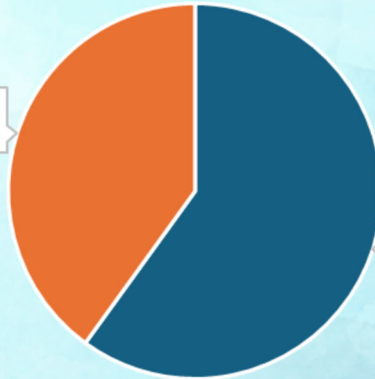


### Is this your first literary event?

Yes  
40%

No  
60%

- No
- Yes

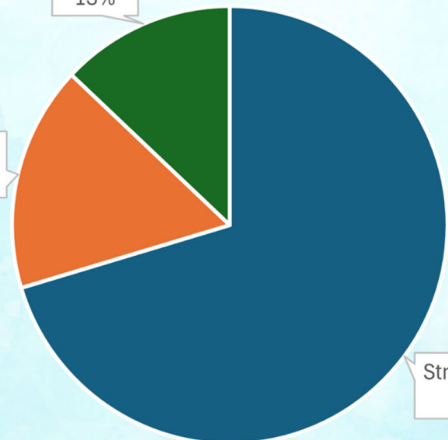


### This event furthered my understanding of the topics in the book.

Neutral  
13%

Agree  
17%

- Strongly Agree
- Agree
- Neutral



Strongly Agree  
70%



## Art Galleries

- Yavapai College strategically fosters a sense of belonging and community through its two premier art galleries on the Prescott and Verde campuses. These galleries curate 14 exhibitions annually, showcasing student and faculty artwork that exemplifies the institution's commitment to high-quality instruction. In addition to supporting instruction, these exhibitions provide an economic opportunity for our students to sell and market their work. Finally, a sense of belonging throughout Yavapai County is created in these galleries with juried high school showcases and exhibitions featuring works by regional, national, and international artists, enriching both the educational experience and the broader community.



- The Patty McMullen-Mikles Art Gallery on the Verde Campus plays a vital role in these strategic endeavors by hosting six or more annual exhibitions. In fiscal 2022-23, the gallery achieved significant milestones, including selling artworks from twenty-five artists and welcoming over 200 monthly visitors on average.
- The YC Prescott Art Gallery is a hub for artistic expression and engagement on the Prescott campus. With an average of 650 monthly visitors, the gallery allows 70 high school students, 60 YC students, and six regionally and nationally acclaimed artists to exhibit their work in the fiscal year 2022-23. Notably, the gallery also hosted the third annual Prescott Plein Air Festival Pre-exhibition, further enhancing its role as a cultural focal point.
- The Art Gallery website experienced robust engagement in the digital realm, garnering 36,589 page views and attracting 25,364 unique visitors in FY 2022-23. This virtual presence enhances the delivery of education experiences and extends Yavapai College's reach beyond physical borders, with visitors hailing from all fifty states and 41 countries worldwide. The college effectively promotes its mission and advances the visual arts through these online platforms.





# Yavapai College Roughriders

GoRoughriders.com | Yavapai College | 1100 E. Sheldon St. | Prescott, AZ 86314

## 2022-23 Athletics Year

For the first time in history, Yavapai College Athletics competed in eight sports during the 2022-23 athletic year, due to the reinstatement of men's and women's basketball, addition of women's soccer in 2021 and addition of E-Sports in 2022.



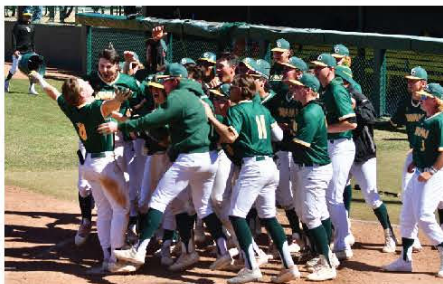
## Men's Soccer

In 2022, the Yavapai College men's soccer team went 9-4-1 and narrowly fell in the region championship game to AWC 2-1, after defeating the Matadors during the regular season when they were ranked No. 7 in the NJCAA. Sophomore forward Iann Topete headlined the team, becoming the 67th All-American in program history after a fantastic season.



## Volleyball

Head Coach Chelsey Lucas arrived to YC's campus less than a week before the team's first game and led a Roughrider roster of less than 10 student-athletes to a complete season and helped tutor Abby Whatton to All-Conference honors.



## Baseball

Head Coach Patrick Woods took over the storied program in the fall of 2022 and after some heavy recruiting in the winter, led the 2023 Roughriders to a stellar 29-20 record and fifth-place finish in the ACCAC standings out of 14 teams while coaching four Roughriders to All-Conference honors.



## Women's Soccer

In its second season in program history, the YC women's soccer squad continued to build on its foundation of success, going 8-8 overall and 7-4 in conference contests in 2022, narrowly missing out on a region playoff spot. After the season, four Roughriders earned All-Region honors. In addition, Mia Torres earned USC Scholar All-America honors.





## Softball

Head Coach Kali Pugh took over the YC softball program in the fall of 2022 and recruited a completely new roster of Roughriders for the 2023 season. After the season, both sophomore on the team, Sydney Jones and Genavie Espinoza, earned spot on four-year teams to continue their college softball careers.



## Women's Basketball

YC Women's Basketball returned to campus for the first time in a decade and went 12-16 with a roster comprised of only freshman. On February 8, 2023, the squad earned its biggest win of the season when it took down No. 22-ranked Cochise at home. After the season, Kishyah Anderson earned All-Conference honors.



## Men's Basketball

Men's basketball returned to YC with the women's team in 2022-23 and helped bring even more excitement back to Walraven Gymnasium. After the season, Evan Joyner earned All-Conference and All-Region honors for the Roughriders.



## E-Sports

Head Coach Kevin Lewis enjoyed his first full season of E-Sports in 2022-23 and built a roster of 10 student-athletes to compete in three games in the fall and spring seasons. In the spring, Lewis led the Roughriders to the program's first National Championship when Champion Reifenkugel won the NJCAA E-Sports Hearthstone National Championship.



## Athletics Community Engagement

- YC athletics regularly promotes competitions, events, and activities to the community. In 2022-2023, YC athletics community engagement included:
  - 408,570 pageviews on [www.goroughriders.com](http://www.goroughriders.com), a new record for the athletics website
  - 13,450 followers throughout its social media platforms
  - Streaming all YC home competitions to parents and fans.
    - Total Loads 5,361
    - Unique Loads 2,910
    - Total Plays 4,720
    - Unique Plays 2,566
    - Total View Time 2,802.48 Hours

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

# Faculty Highlights

April District Governing Board Presentation

# Denise Woolsey and PTK

The YC PTK chapter just returned from the National Convention in Orlando Florida, where the YC Beta Gamma Pi chapter was named the 5th Finalist- Most Distinguished Chapter out of 1290 chapters nationwide.

In addition to the Most Distinguished Chapter Award, our chapter also received:

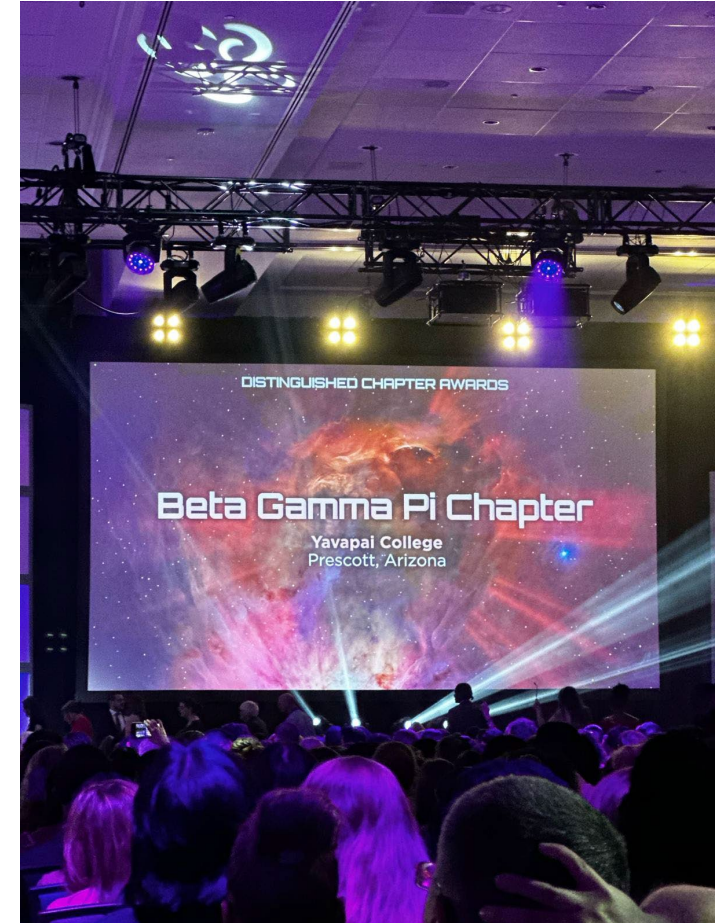
Distinguished Chapter

Distinguished Honors in Action Project

Distinguished Chapter Project

Distinguished Theme Award for Honors In Action

Distinguished Chapter Member



# Denise Woolsey and PTK

At the Arizona Regional Conference (Hosted by YC) our chapter also received 10 top awards.

The chapter received: Distinguished Chapter, Ranked first in the Region, Distinguished Honors In Action Project, Distinguished College Project, Distinguished Research Theme.

Individual Awards:

Distinguished Chapter Member

Distinguished Chapter Officer

Honor Mention Chapter Officer

Distinguished Chapter Advisor - Denise Woolsey

Distinguished New Chapter Advisor - Sara Cooper



# S.T.A.R.s Awards

Yavapai College faculty members Heather Levitt, Denise Woolsey, Karly Way, Tara O'Neill, and Andrew Winters organized the first S.T.A.R.s (Student who is Thriving, Achieving, and deserves to be Recognized) event for the Verde and Prescott Campuses.

The Verde event will be held April 18th from 6-8pm in M-137.

The Prescott event will be held April 23rd from 6-8pm in 19-147.

Light refreshments will be served at this event to recognize our best students who were nominated by faculty in departments and programs throughout the college. Students can also be nominated for the Provost award and the President's award carrying scholarship checks for \$250 and \$500 respectively. All award winners will receive a gift card thanks to a \$700 donation from the Faculty Association and matching gift from the YC foundation.







**FY 23-24**  
**Staff Professional**  
**Growth Funds of**  
**\$50,000**  
**opened**  
**August 21, 2023**



YAVAPAI COLLEGE STAFF ASSOCIATION

## Professional Growth Funds Used For:

**Tuition: WGU,  
Univ. of Missouri**

**Conferences: Ellucian, AZ Transfer  
Summit, InfoComm, AWHE, NACEP,  
CASE, CIVISA, NASPA, AASFAA**

**Certifications and Online Trainings:  
Diversity and Inclusion, NABITA – Violence  
Risk Assessment, SQL Academy**



# Summary Report for Staff Professional Growth Award

- Describe the activity or training you received from your professional growth award.
- How did this opportunity relate to and enhance your duties at YC and your overall skills, leadership, and/or professional growth?
- If a fellow staff member was considering whether they should apply for professional growth, what advice would you give them?



YAVAPAI COLLEGE STAFF ASSOCIATION

# Staff Feedback From Trainings

"I was able to not only share best practices we have learned with other student affairs professionals, but also learn best practices in other student affairs professionals around the country (and world) that directly apply to my current position and others that I can bring back to YC's student affairs division as a whole." Calen Peterson

"Professional growth funds provide you with new opportunities for growth and development that you may not have the funds set aside to achieve. With these funds, you are investing in yourself and how you can best serve Yavapai College. Go for it!" – Phillip Peek

"I attended the Summit with Deb Chambers, and we were able to tour 3 different colleges and see how they operate their basic needs programs, and where they receive their funding. Through the tours, conference, and networking opportunities, I greatly enhanced my knowledge of basic needs programs and funding opportunities, which I was able to bring back to the students here at YC." – Theresa Scott

# Yavapai College Student Government Association

- YCSGA Executive Election Results
- Presentations (YCF & Quarterly Divisional)
- Ruff's Closet Ribbon Cutting



# 2024-25 YCSGA Executive Team



**President:**  
**Chase Stuart**

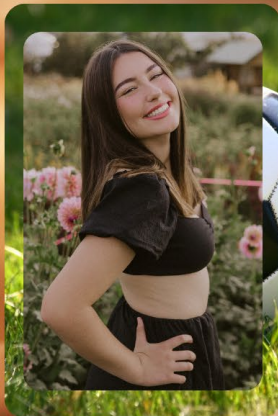
**Vice-President:**  
**Susanna Marcinek**



**Secretary:**  
**Jericho Nucum**



**Treasurer:**  
**Lilly Hemple**



# SGA Election Results...

- President: Chase Stuart
- Vice President: Susanna Marcinek
- Secretary: Jericho Nucum
- Treasurer: Lilly Hempel





# SGA Presentations

## YC Foundations

- April 10, 2024
- Vice President - Zane Shephard presenting on all the SGA achievements for 2023-24
- SGA Elections
- L.E.A.D. Conference
- Pizza with Provost

## Quarterly Division Meeting

- April 19, 2024
- SGA and Senate Members
- DC Preparation & Outcomes
- Q & A about YC Experience



# Ruff's Closet Ribbon Cutting

- Friday, April 2, 2024
  - 2022-2023 SGA, Dr. Lisa Rhine, Janice Soutee, 2023-2024 SGA
- Upgraded Interior
  - Sponsored by 2023-2024 YCSGA







# GOVERNMENT AFFAIRS UPDATE

Rodney Jenkins, Vice President  
Community Relations & Student  
Development

2024 DEPARTMENT OF EDUCATION FEDERAL  
APPROPRIATIONS

# 2024 FISCAL YEAR COMMUNITY COLLEGE FEDERAL FUNDING PRIORITIES

- Increase PELL GRANT maximum award to \$13,000 via mandatory & discretionary spending—Congress elected to maintain current or flat spending-Pell Grant will remain at \$7,395
- Increasing funding for the Strengthening Community College Funding Grant (SCCTG) from \$65 million to \$100 million—Congress funded this as flat \$65 million.
- Increase Title – IIIA funding to \$210 million (supports under-resourced institutions/students)-Looking like flat or reduced funding
- Enacting President Biden’s Free Community College through discretionary funding (Federal-State Partnership) (still working through the legislature)
- Support Short Term Pell (currently advancing through the legislature)

# ARIZONA LEGISLATURE



- **HB 2089:** Expenditure Limitation-withholds state aid if community college exceed their expenditure limit retroactive to July 1, 2023. **Bill is on-hold**
- **HB 2417:** Arizona Commerce Authority; Continuation (4-year continuation)-**Senate Government Committee**
- **SB 1731:** Public Meetings; comments: Allows members of the public body to discuss matters raised by those who address the body during an open call to the public at a public meeting without that matter being on the agenda. **Passed the House: SENATE ENGROSSED**
- **SB 1489:** Arizona Promise Scholarships: Provides scholarships of up to \$3,000 per year for a maximum of two years, which can be used for any cost of attending community college. Appropriates \$10 million from the state general fund in FY2024-25 to the Fund. **Passed the House Education Committee**

# Yavapai College Budget to Actual Status by Fund

**March 2024**

The President's Monthly report below provides a brief financial status of each of the District's five funds as of March 31, 2024.

Source: Monthly Revenue and Expenditure  
Financial Reports

## General Fund



As of March 31, 2024, the General Fund has a surplus of \$1,427,900. 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 couple of 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 March 31, 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 couple of months. For the fiscal year ended June 30, 2024, the Auxiliary Fund is projected to be within budget.

## Unexpended Plant Fund`



As of March 31, 2024, the Unexpended Plant Fund has a surplus of \$211,500. 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 March 31, 2024, the Restricted Fund has a modest surplus and is expected to be within budget for the fiscal year.

## Debt Service Fund

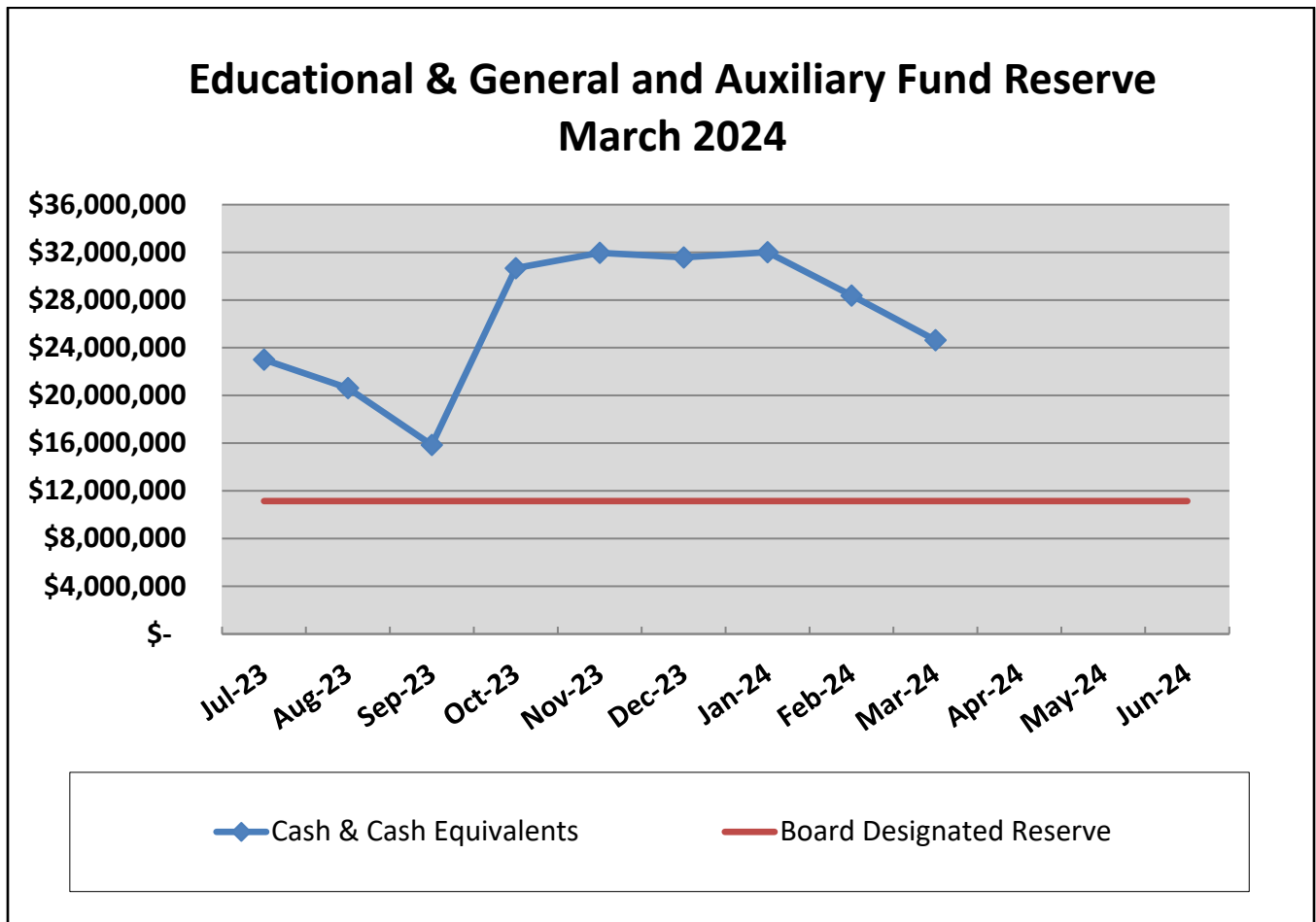


The Debt Service Fund accounts for the monies used to pay the interest and principal on the District's long-term bonds. College debt is at fixed rates of interest—as of March 31, 2024, there were no variances from budget.

**Yavapai College  
Cash Reserves  
March 2024**

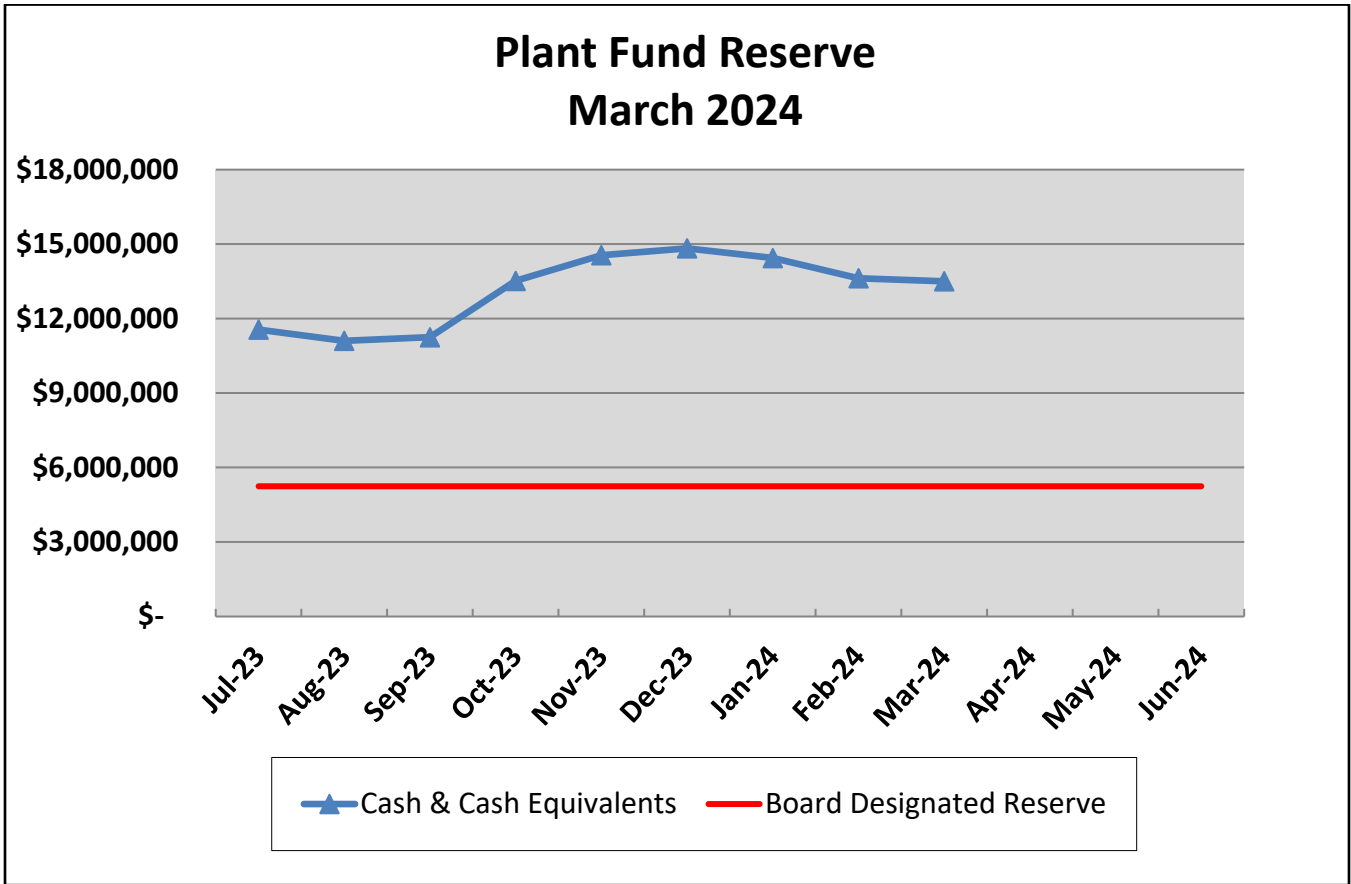
The President’s monthly report on cash reserves below displays the District’s reserves at March 31, 2024, in relation to the District Governing Board’s (DGB) reserve requirements.

Source: Banner Finance



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

As of March 31, 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 March 31, 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
<b>Tuesday, May 21, 2024</b> 1:00pm <b>Prescott Campus</b> <b>Rock House</b>		Truth in Taxation & Budget Public Hearing/Adoption Business Meeting
<b>Tuesday, May 28, 2024</b> 9:00am-4:00pm <b>Prescott Campus</b> <b>Rock House</b>		<b>Board Self-Assessment            Workshop</b>

**DATES AND PLACES OF COLLEGE HOSTED EVENTS – FY 2023-2024**

<b>TYPE OF EVENT</b>	<b>DATE/DAY/TIME/LOCATION</b>
<b>Baseball vs South Mountain</b>	<b>Tuesday, April 23, 2024 / Roughrider Park / 12PM &amp; 2:30PM</b>
<b>Evening of Recognition</b>	<b>Tuesday, April 23, 2024/Prescott Campus – 19-147/ 6 PM</b>
<b>Bruce Cockburn</b>	<b>Saturday, April 27, 2024 / Jim &amp; Linda Lee PAC / 7 PM</b>
<b>Nurse Pinning Ceremony</b>	<b>Thursday, May 2, 2024/ Jim &amp; Linda Lee PAC / 5 PM – 6 PM</b>
<b>Commencement – Verde Valley</b>	<b>Saturday, May 4, 2024 / Verde Valley Campus / 10 AM</b>
<b>Commencement – Prescott</b>	<b>Sunday, May 5, 2024 / Findlay Toyota Center / 2 PM</b>
<b>Prescott Valley Days Parade</b>	<b>Saturday, May 11, 2024 / (Map available)/ 9 AM – 10 AM</b>
<b>CTEC Open House With Car Show</b>	<b>Saturday, May 18, 2024 / CTEC / 10 AM – 2 PM</b>
<b>Prescott Pops Symphony – Music of the Decades</b>	<b>Sunday, May 19, 2024 / Jim &amp; Linda Lee PAC / 3 PM</b>

**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 24, 2024, at 8:00 AM Location: Doubletree Hilton, Phoenix, AZ
ACCT Leadership Congress 2024	Wednesday, October 23 – Saturday, October 26, 2024 Location: Seattle, Washington

**2024-2025**  
**District Governing Board**  
**Calendar Dates**

<b>First Option (Fourth Tuesday)</b>	<b>Board Study Sessions</b>	<b>Board Meeting Type</b>
<b>Tuesday, September 24, 2024</b> 1:00pm <b>Rock House</b>	Study Session 1:00pm-3:00pm	Business Meeting 3:00pm-4:00pm
<b>Tuesday, October 22, 2024</b> 1:00pm <b>Clarkdale Campus</b>	Study Session 1:00-3:00pm	Business Meeting 3:00-4:00pm
<b>Tuesday, November 19, 2024 **</b> 1:00pm <b>Rock House</b>	Study Session 1:00-3:00pm	Business Meeting 3:00-4:00pm
<b>Wednesday, December 11, 2024</b> 5:00pm – 7:00pm <b>TBA</b>		Board Dinner
<b>Tuesday, January 28, 2025</b> 9:00am – 4:00pm <b>Rock House</b>		<b>Elections, Budget, Policy &amp; Attorney Education Workshop</b>
<b>Tuesday, February 25, 2025</b> 1:00pm <b>Rock House</b>	Study Session 1:00-3:00pm	Business Meeting 3:00-4:00pm
<b>Tuesday, March 25, 2025</b> 1:00pm <b>Clarkdale Campus</b>	Study Session 1:00-3:00pm	Business Meeting 3:00-4:00pm
<b>Tuesday, April 22, 2025</b> 1:00pm <b>Rock House</b>	Study Session 1:00-3:00pm	Business Meeting 3:00-4:00pm
<b>Tuesday, May 27, 2024</b> 1:00pm <b>Rock House</b>		Truth in Taxation & Budget Public Hearing/Adoption Business Meeting
<b>TBA</b> 9:00am-4:00pm <b>Rock House</b>		<b>Board Self-Assessment Workshop</b>

Third Tuesday is Thanksgiving Week \*\*

Yavapai College

Preliminary  
FY2024-25 Budget

Prepared for

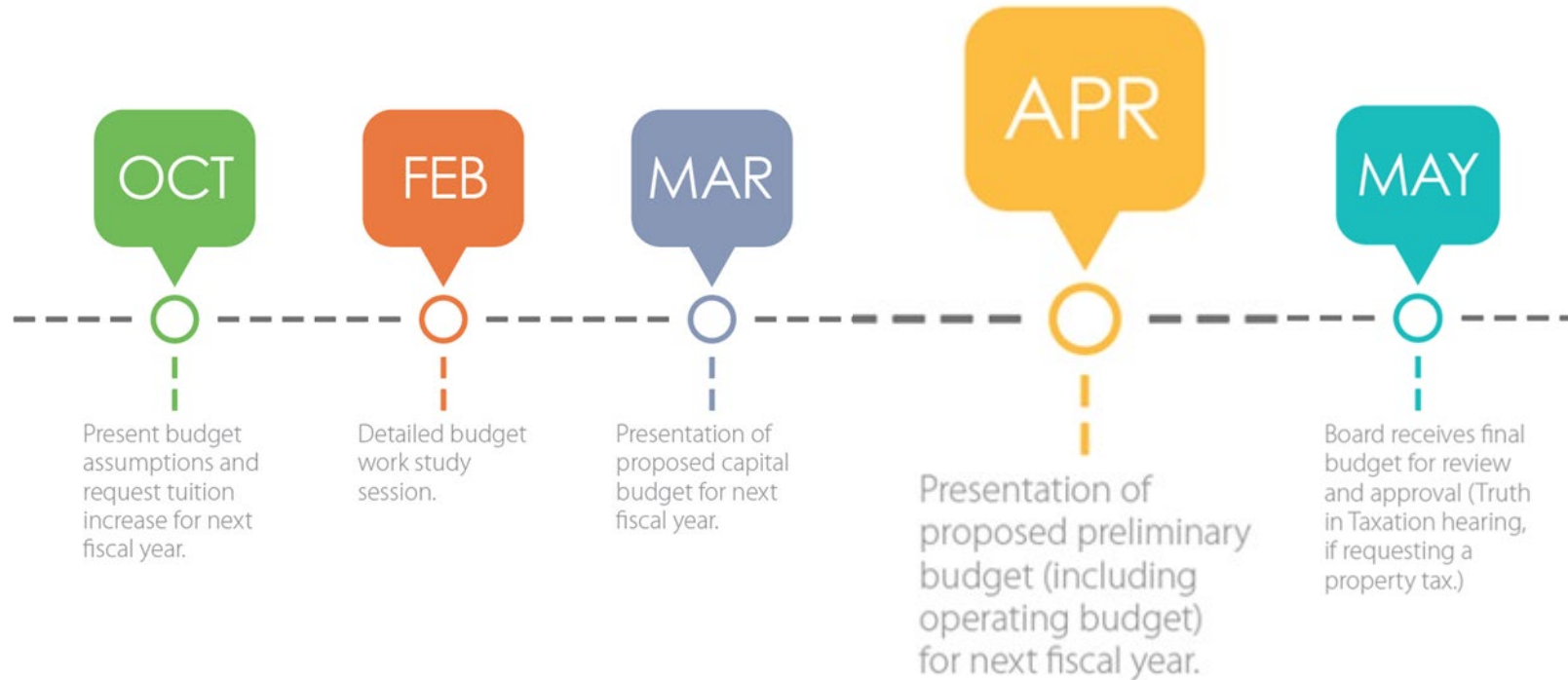
District Governing Board

April, 2024



# Budget Process Timeline

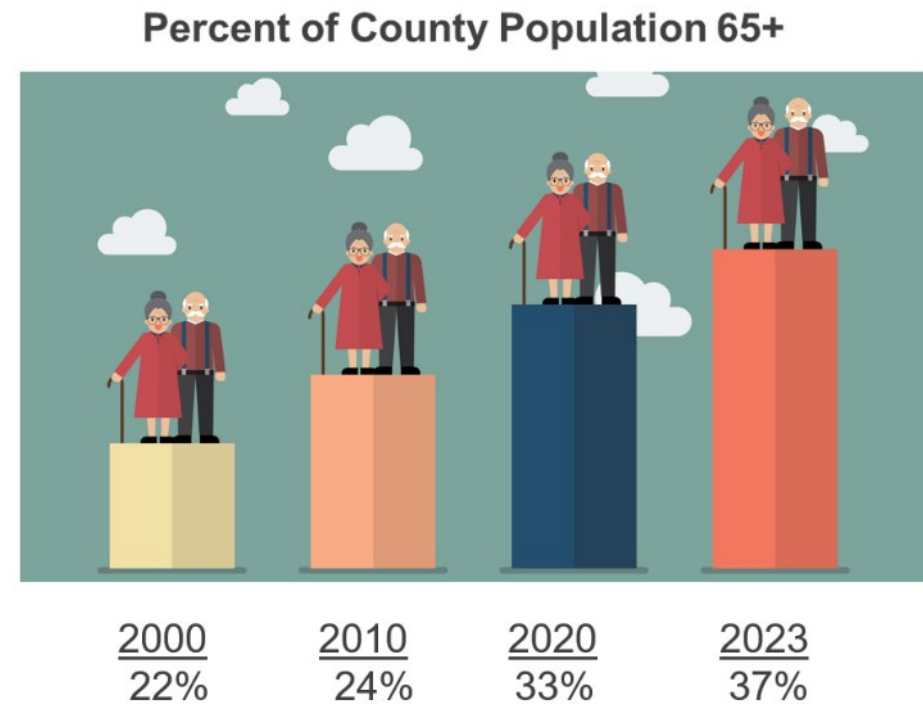
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# Environmental Scan Highlights

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- Demographics



# Environmental Scan Highlights

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- Demographics
- Social & Political





# Environmental Scan Highlights

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- Demographics
- Social & Political
- Economy & Workforce



# Environmental Scan Highlights

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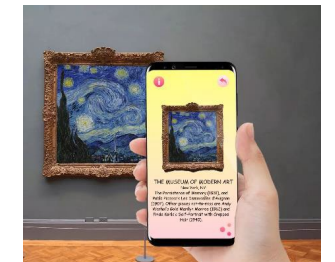
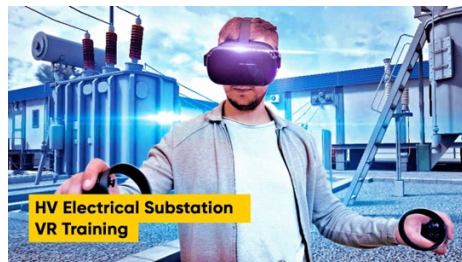
- Demographics
- Social & Political
- Economy & Workforce
- Education



# Environmental Scan Highlights

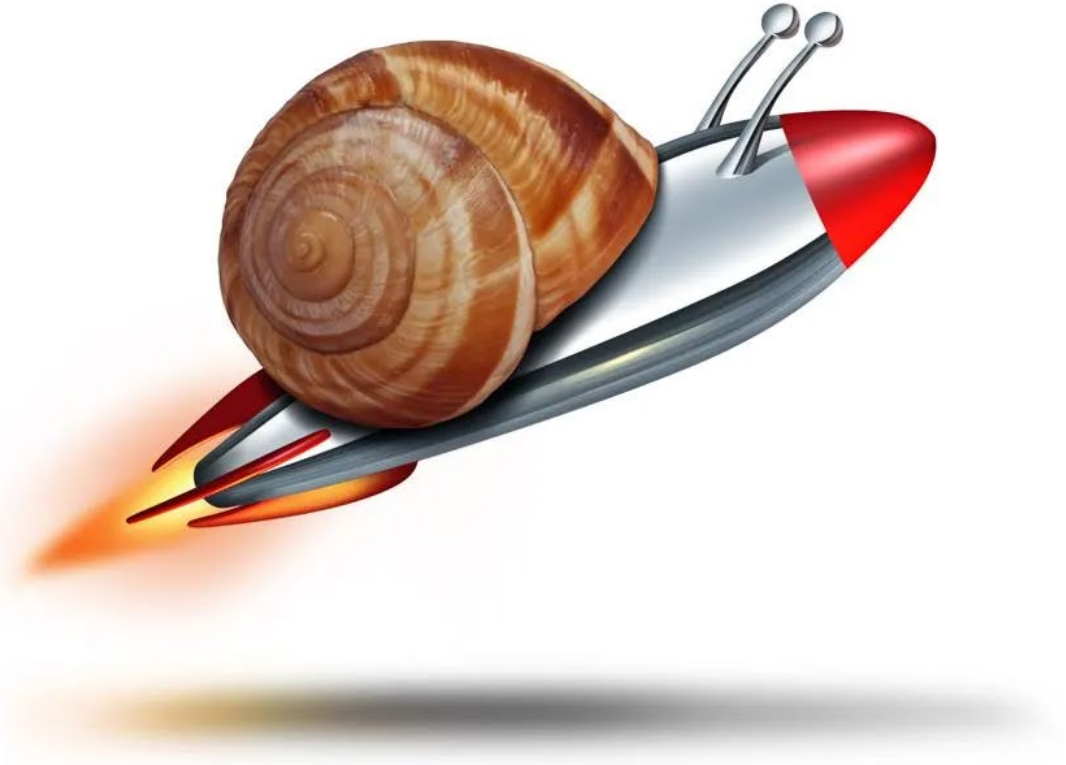
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- Demographics
- Social & Political
- Economy & Workforce
- Education
- Technology



The pace of change  
has never been this fast,  
yet it will never be this  
slow again.

- Justin Trudeau



# Changing Direction

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- Restructure: SEM, Workforce Development
- Culture: Outward, Participatory, Engaged
- Open Educational Resources
- HLC Approved: Bachelor, Online, 8 Week, 10 Year
- YC Promise/ Workforce Promise
- Early College Academy
- Living Wage programs
- Focus on Outcomes



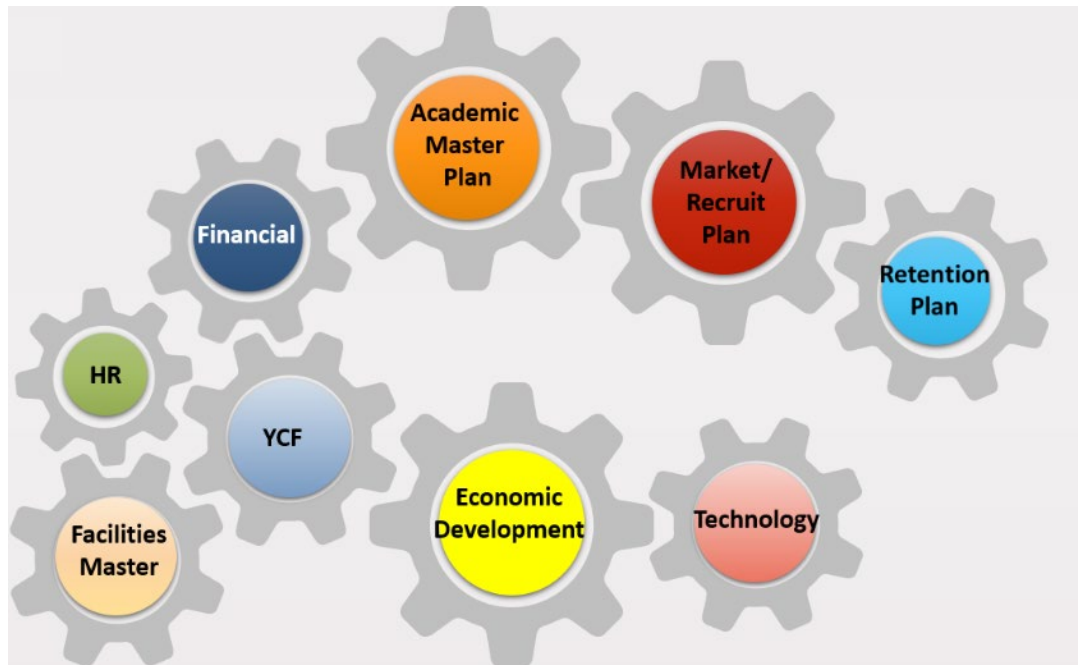


# Vision

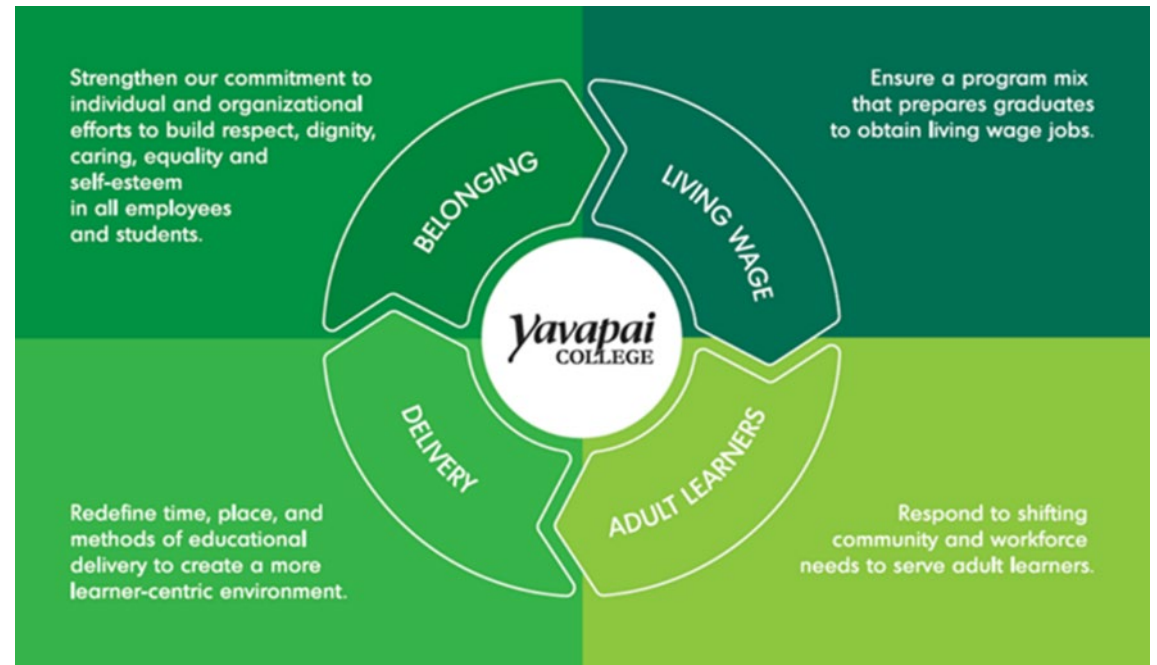
“ We will make Yavapai County  
a premier place  
to learn, to work, and to live

# Planning at YC

## Multiple Plans Aligned with



## the Strategic Plan



# Strategic Initiatives

## Belonging

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FY25-27

- Implement ERP Upgrade





# Strategic Initiatives

## Belonging

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FY25-27

- Implement ERP Upgrade
- Expand Early College Opportunities

# Strategic Initiatives

## Belonging

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FY25-27

- Implement ERP Upgrade
- Expand Early College Opportunities
- Enhance Basic Student Needs Support

# Strategic Initiatives

## Belonging

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FY25-27

- Implement ERP Upgrade
- Expand Early College Opportunities
- Enhance Basic Student Needs Support
- Prison Education Program

# Strategic Initiatives

## Living Wage

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FY25-27

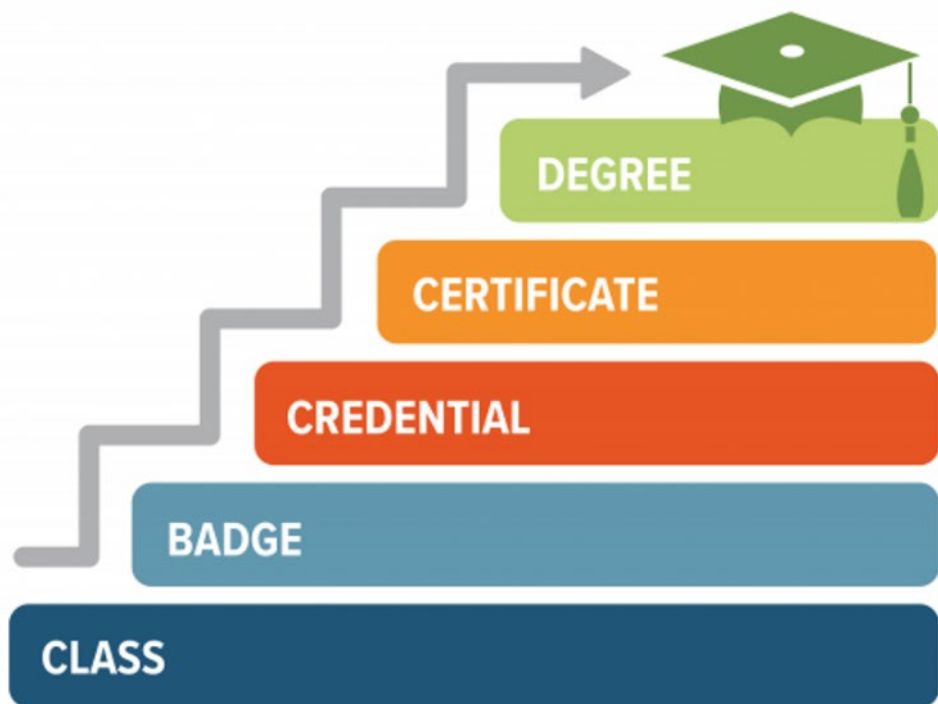
- Grow Healthcare Programming



# Strategic Initiatives

## Living Wage

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FY25-27

- Grow Healthcare Programming
- Expand Workforce Training

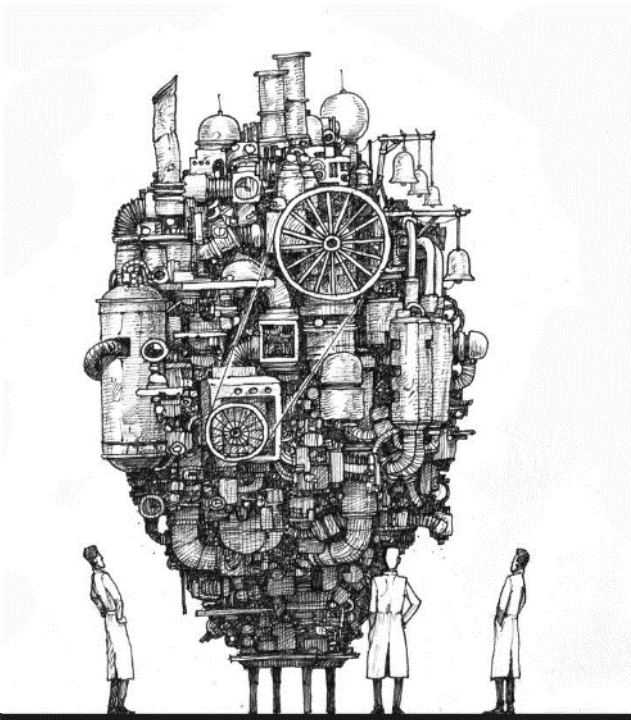
# Strategic Initiatives

## Adult Learners

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FY25-27

- Co-award Credit and Noncredit



# Strategic Initiatives

## Adult Learners

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FY25-27

- Co-award Credit and Noncredit
- Credit for Prior Learning

# Strategic Initiatives

## Delivery

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FY25-27

- Integrate AI & VR





# Strategic Initiatives

## Delivery

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FY25-27

- Integrate AI & VR
- Expand Open Educational Resources

# Strategic Initiatives

## Delivery

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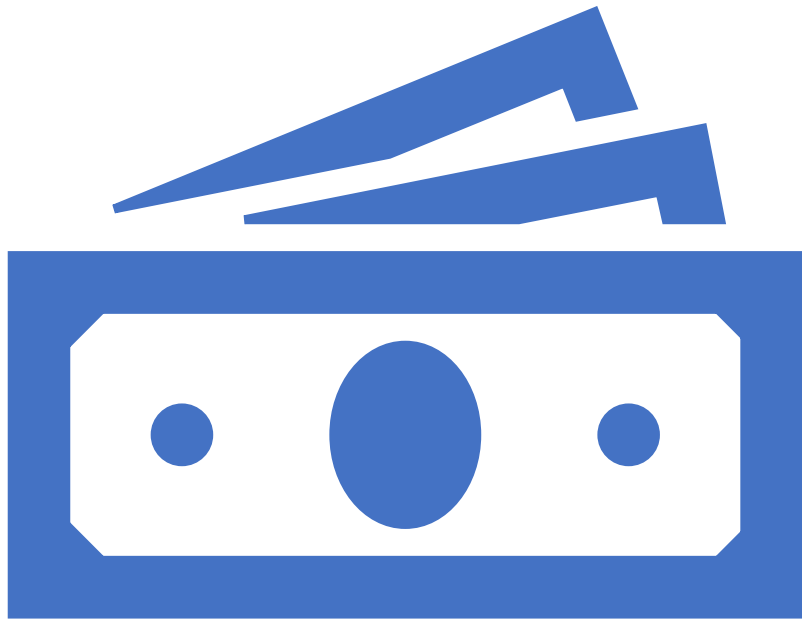


FY25-27

- Integrate AI & VR
- Expand Open Educational Resources
- Implement Best Practices for Online

A budget is more than just revenues and expenses— it shows what we are passionate about.

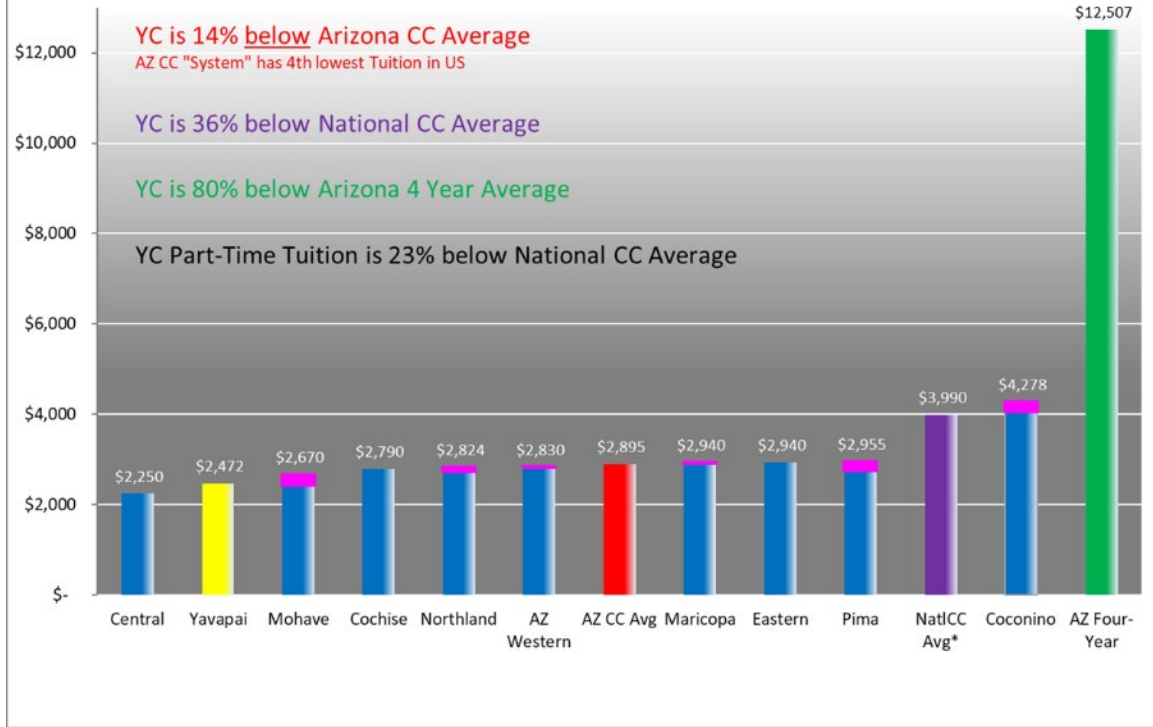




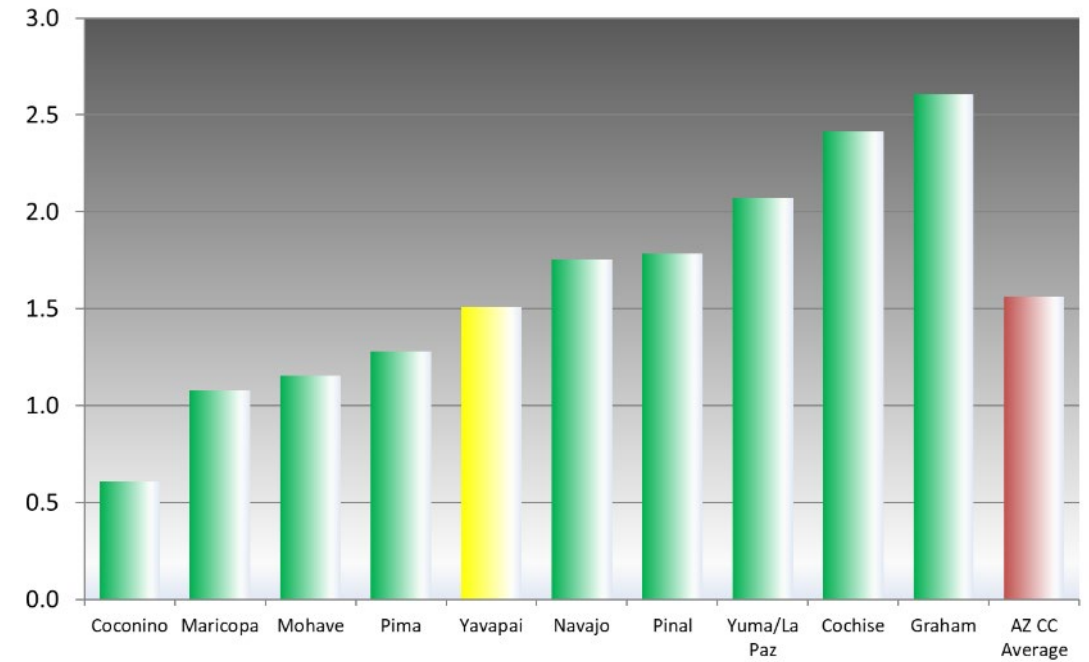
Revenues

### Weighted Annual Tuition and Fees - FY2023-24

Full Time - 30 Credits



### Arizona Community College 2024 Primary Property Tax Rates (in mils)



Source: FY2023-24 Arizona Community Colleges State Aid Request

## SUMMARY OF REVENUE DATA

	Prior Year Actual <u>2022-2023</u>	Current Year Budget <u>2023-2024</u>	Proposed Budget <u>2024-2025</u>	Dollar (\$) Difference	Percentage (%) Difference	
<b>REVENUES</b>						
<b>Current Funds</b>						
General Fund						
Property Taxes - Primary, Net Contingency	\$ 42,096,300	\$ 45,219,600	\$ 49,030,300	\$ 3,810,700	8.4%	← 5.8% net
Tuition & Fees	10,777,400	12,896,000	14,111,000	1,215,000	9.4%	
State Appropriations	3,082,600	4,027,000	2,204,900	(1,822,100)	-45.2%	
Other Sources	1,712,700	1,218,000	1,778,000	560,000	46.0%	
Auxiliary Fund						
Sales and Services	3,314,120	3,887,800	5,747,300	1,859,500	47.8%	
Other Sources	1,217,180	1,064,400	1,131,100	66,700	6.3%	
<b>Sub-Total Current Funds - Unrestricted</b>	<b>\$ 62,200,300</b>	<b>\$ 68,312,800</b>	<b>\$ 74,002,600</b>	<b>\$ 5,689,800</b>	<b>8.3%</b>	
Current Funds - Restricted						
Federal Grants and Contracts	\$ 9,503,900	\$ 10,616,800	\$ 12,295,800	\$ 1,679,000	15.8%	
State Grants and Contracts	746,200	1,532,800	1,061,000	(471,800)	-30.8%	
State Appropriations/Props 207 & 301	4,374,100	4,437,200	4,756,600	319,400	7.2%	
Private Gifts, Grants and Contracts	1,130,900	956,000	1,259,200	303,200	31.7%	
<b>Sub-Total Current Funds - Restricted</b>	<b>\$ 15,755,100</b>	<b>\$ 17,542,800</b>	<b>\$ 19,372,600</b>	<b>\$ 1,829,800</b>	<b>10.4%</b>	
<b>TOTAL CURRENT FUNDS</b>	<b>\$ 77,955,400</b>	<b>\$ 85,855,600</b>	<b>\$ 93,375,200</b>	<b>\$ 7,519,600</b>	<b>8.8%</b>	
<b>Capital Funds</b>						
Plant Fund						
Property Taxes - Primary, Net Contingency	\$ 7,876,800	\$ 8,235,500	\$ 7,705,500	\$ (530,000)	-6.4%	←
Revenue Bond Proceeds	-	-	16,000,000	\$ 16,000,000	100.0%	
Other Sources	373,000	120,000	540,000	420,000	350.0%	
<b>TOTAL CAPITAL FUNDS</b>	<b>\$ 8,249,800</b>	<b>\$ 8,355,500</b>	<b>\$ 24,245,500</b>	<b>\$ 15,890,000</b>	<b>190.2%</b>	
<b>GRAND TOTAL - CURRENT &amp; CAPITAL FUNDS</b>	<b>\$ 86,205,200</b>	<b>\$ 94,211,100</b>	<b>\$ 117,620,700</b>	<b>\$ 23,409,600</b>	<b>24.8%</b>	
Fund Balance Applied to Budget	3,478,500	9,889,300	9,171,300	(718,000)	-7.3%	
<b>TOTAL REVENUES AVAILABLE FOR EXPENDITURES</b>	<b>\$ 89,683,700</b>	<b>\$ 104,100,400</b>	<b>\$ 126,792,000</b>	<b>\$ 22,691,600</b>	<b>21.8%</b>	6.4% w/o

94 of 226

# Expenses



# Expense Budget Summary

By Fund

Operating Fund	+8.5%
Auxiliary Fund	+28.8%
Restricted Fund	+4.7%
Capital Fund	+76.1%
Debt Fund	92%
Overall Budget	+21.8%

5 Funds



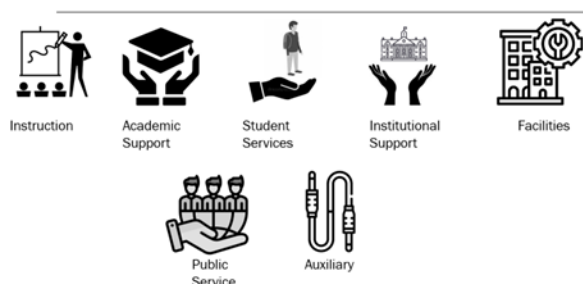


# Expense Summary

## All Funds by Program

<u>Expenditures by Program</u>	<u>2022-2023 Actual</u>	<u>2023-2024 Budget</u>	<u>2024-2025 Proposed</u>	<u>Dollar (\$) Difference</u>	<u>Percentage (%) Difference</u>
Instruction	\$ 23,371,200	\$ 30,316,800	\$ 30,674,900	\$ 358,100	1.2%
Public Service	3,414,900	4,801,100	5,816,700	1,015,600	21.2%
Academic Support	5,373,000	6,167,900	6,782,800	614,900	10.0%
Student Services	11,357,000	12,598,600	13,520,900	922,300	7.3%
Institutional Support/Administration	11,912,500	13,176,300	16,603,300	3,427,000	26.0%
Physical Plant Operations/Maintenance	14,441,700	22,458,700	32,770,900	10,312,200	45.9%
Scholarships	8,837,800	8,700,800	9,766,100	1,065,300	12.2%
Auxiliary	1,583,000	3,129,200	4,924,200	1,795,000	57.4%
Retirement of Indebtedness	1,258,100	1,258,600	2,466,800	1,208,200	96.0%
Contingency	-	1,492,500	3,515,400	2,022,900	135.5%
<b>TOTAL BUDGET</b>	<b>\$ 81,549,200</b>	<b>\$ 104,100,500</b>	<b>\$ 126,842,000</b>	<b>\$ 22,741,500</b>	<b>21.8%</b>

7 Programs



# Expense Summary

## All Funds by Natural Expense

<b>Expenditures by Natural Expense</b>	<b>2022-2023 Actual</b>	<b>2023-2024 Budget</b>	<b>2024-2025 Proposed</b>	<b>Dollar (\$) Difference</b>	<b>Percentage (%) Difference</b>
Salaries and Benefits	\$ 49,328,400	\$ 55,394,300	\$ 61,651,300	\$ 6,257,000	11.3%
Supplies	4,265,300	5,771,000	6,886,600	1,115,600	19.3%
Contractual Services and Other	5,311,000	8,190,400	9,699,100	1,508,700	18.4%
Communications and Utilities	2,081,510	2,160,200	2,392,300	232,100	10.7%
Travel, Conferences & Memberships	1,325,800	1,206,800	1,581,200	374,400	31.0%
Scholarships	8,837,800	8,700,800	9,766,100	1,065,300	12.2%
Capital Projects and Equipment	9,121,290	19,925,800	29,010,100	9,084,300	45.6%
Debt payments	1,258,100	1,258,600	2,416,800	1,158,200	92.0%
Contingency	-	1,492,500	3,515,400	2,022,900	135.5%
<b>Total</b>	<b>\$ 81,529,200</b>	<b>\$ 104,100,400</b>	<b>\$ 126,918,900</b>	<b>\$ 22,818,500</b>	<b>21.9%</b>

9 Natural Expenses



# Compensation

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Inflation 3.6%  
(cpi-u West Region)

Peers 3.5 - 5.3% (~4.2%)

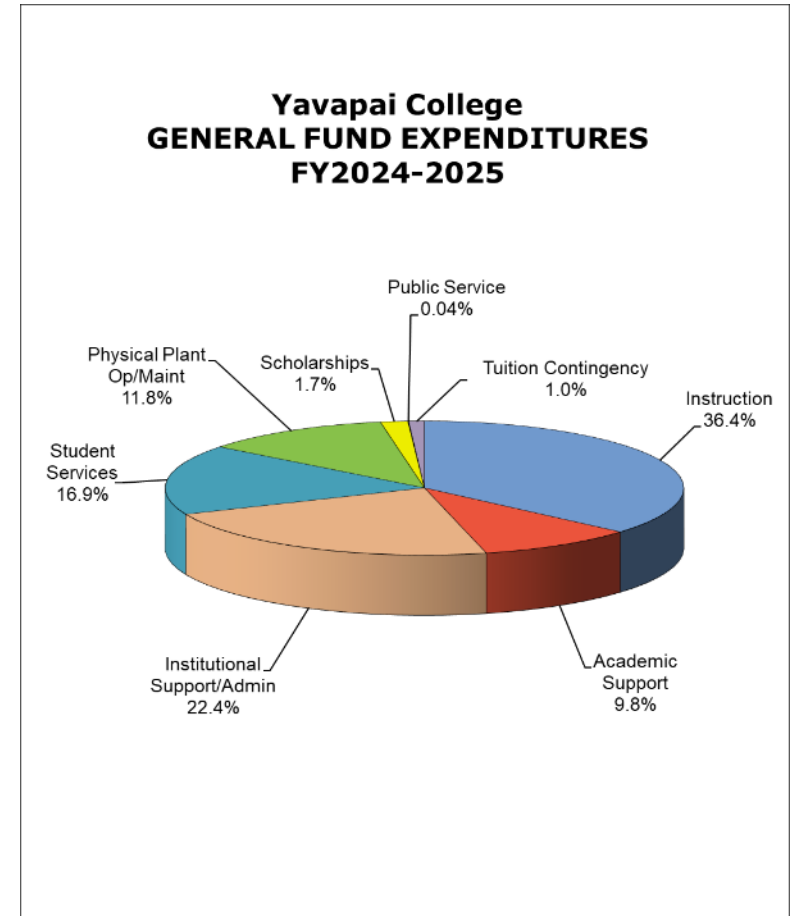
## Market

- Current Year Forecast
  - Conference Board (4.1%)
  - Korn Ferry (4%)
  - Mercer (3.9%)
  - Tower Watson (4%)
  - WorldatWork (4.1%)
- Last Year Actual
  - Employment Cost Index (4.4%)

- FY24 Budget
  - 3% for all eligible employees
  - 1% to
    - adjust salaries of below-market employees
    - fund off-cycle raises for employees who have achieved career ladders or earned promotions
  - 1.5% retention bonus

# Operating (GF) Budget

EXPENDITURES	2022-2023 Actual	2023-2024 Budget	2024-2025 Proposed	DOLLAR (\$) DIFFERENCE	PERCENTAGE (%) DIFFERENCE
<b>Current General Fund</b>					
Instruction	\$ 19,137,700	\$ 21,652,400	\$ 23,308,900	\$ 1,656,500	7.7%
Academic Support	4,977,900	5,663,900	6,252,400	588,500	10.4%
Institutional Support/Administration	11,306,800	12,403,400	14,331,200	1,927,800	15.5%
Student Services	8,750,200	10,015,100	10,842,600	827,500	8.3%
Physical Plant Operations/Maintenance	7,111,900	7,192,400	7,546,900	354,500	4.9%
Scholarships	1,233,900	1,440,600	1,085,800	(354,800)	-24.6%
Public Service	26,600	12,400	27,400	15,000	121.0%
Tuition Contingency	-	630,000	630,000	-	0.0%
<b>TOTAL CURRENT GENERAL FUND BUDGET</b>	<b>\$ 52,545,000</b>	<b>\$ 59,010,200</b>	<b>\$ 64,025,200</b>	<b>\$ 5,015,000</b>	<b>8.5%</b>



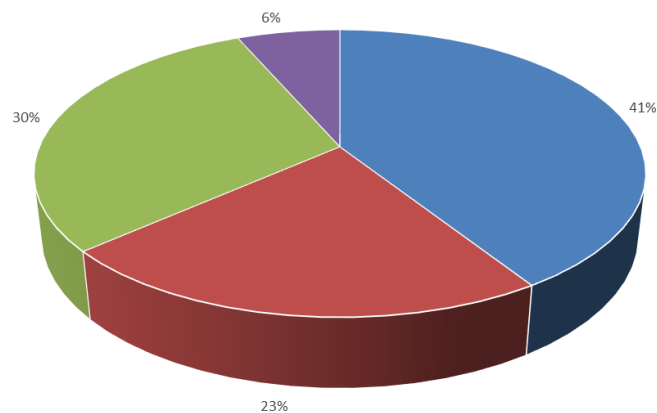
# Auxiliary Budget

## without Allocations

	<b>FY2022-2023 REVENUE Actual</b>	<b>FY2022-2023 OPERATING EXPENSE Actual</b>	<b>NET</b>	<b>FY2023-2024 REVENUE</b>	<b>FY2023-2024 OPERATING EXPENSE</b>	<b>NET</b>	<b>FY2024-2025 REVENUE</b>	<b>FY2024-2025 OPERATING EXPENSE</b>	<b>NET</b>	<b>Net Dollar (\$) Difference</b>	<b>Net Percentage (%) Difference</b>
<b>Auxiliary Enterprises</b>											
Residence Halls	\$ 1,178,600	\$ 289,500	\$ 889,100	\$ 1,182,000	\$ 378,100	803,900	\$ 1,240,000	\$ 438,100	\$ 801,900	\$ (2,000)	-0.2%
Debt Service - Transfer to Debt Fund	(402,800)	-	(402,800)	(400,900)	-	(400,900)	(402,300)	-	(402,300)	(1,400)	0.3%
Sub-Total - Residence Halls	\$ 775,800	\$ 289,500	\$ 486,300	\$ 781,100	\$ 378,100	\$ 403,000	\$ 837,700	\$ 438,100	\$ 399,600	\$ (3,400)	-0.8%
Bookstore	51,300	-	51,300	60,000	-	60,000	45,000	-	45,000	(15,000)	-25.0%
Food Services Sales	61,850	182,000	(120,150)	50,000	403,700	(353,700)	1,625,000	2,092,200	(467,200)	(113,500)	32.1%
Vending	26,300	-	26,300	45,000	-	45,000	45,000	-	45,000	-	0.0%
Employee/Student Housing & Summer Conferences	101,330	122,750	(21,420)	339,200	410,900	(71,700)	608,700	428,600	180,100	251,800	-351.2%
Edventures & Community Education	45,200	70,500	(25,300)	342,000	352,300	(10,300)	47,000	75,700	(28,700)	(18,400)	178.6%
Family Enrichment Center	706,600	968,690	(262,090)	757,300	1,021,400	(264,100)	869,800	1,181,700	(311,900)	(47,800)	18.1%
<b>Public Services</b>											
Community Events	934,500	1,331,400	(396,900)	812,300	1,154,400	(342,100)	966,800	1,175,200	(208,400)	133,700	-39.1%
Winery - Tasting Room	309,700	262,500	47,200	300,000	345,000	(45,000)	300,000	354,900	(54,900)	(9,900)	22.0%
Total "Self-Supporting"	\$ 3,012,580	\$ 3,227,340	\$ (214,760)	\$ 3,486,900	\$ 4,065,800	\$ (578,900)	\$ 5,345,000	\$ 5,746,400	\$ (401,400)	\$ 177,500	-30.7%
<b>Other Auxiliaries</b>											
SBDC	\$ -	\$ 108,700	\$ (108,700)	\$ -	\$ 186,600	\$ (186,600)	\$ -	\$ 193,100	\$ (193,100)	\$ (6,500)	3.5%
Performing Arts Productions	574,600	518,400	56,200	340,000	345,900	(5,900)	300,000	313,600	(13,600)	(7,700)	130.5%
Yavapai College Foundation	453,000	453,000	-	543,800	543,800	-	550,500	550,500	-	-	0.0%
Miscellaneous	189,600	195,900	(6,300)	135,600	149,100	(13,500)	280,600	263,100	17,500	31,000	-229.6%
Contingency	-	-	-	-	100,000	(100,000)	-	100,000	(100,000)	-	0.0%
Total Supported Areas	\$ 1,217,200	\$ 1,276,000	\$ (58,800)	\$ 1,019,400	\$ 1,325,400	\$ (306,000)	\$ 1,131,100	\$ 1,420,300	\$ (289,200)	\$ 16,800	-5.5%
<b>GRAND TOTAL</b>	<b>\$ 4,229,780</b>	<b>\$ 4,503,340</b>	<b>\$ (273,560)</b>	<b>\$ 4,506,300</b>	<b>\$ 5,391,200</b>	<b>\$ (884,900)</b>	<b>\$ 6,476,100</b>	<b>\$ 7,166,700</b>	<b>\$ (690,600)</b>	<b>\$ 194,300</b>	<b>-22.0%</b>

# Restricted Budget

Restricted Revenue by Source



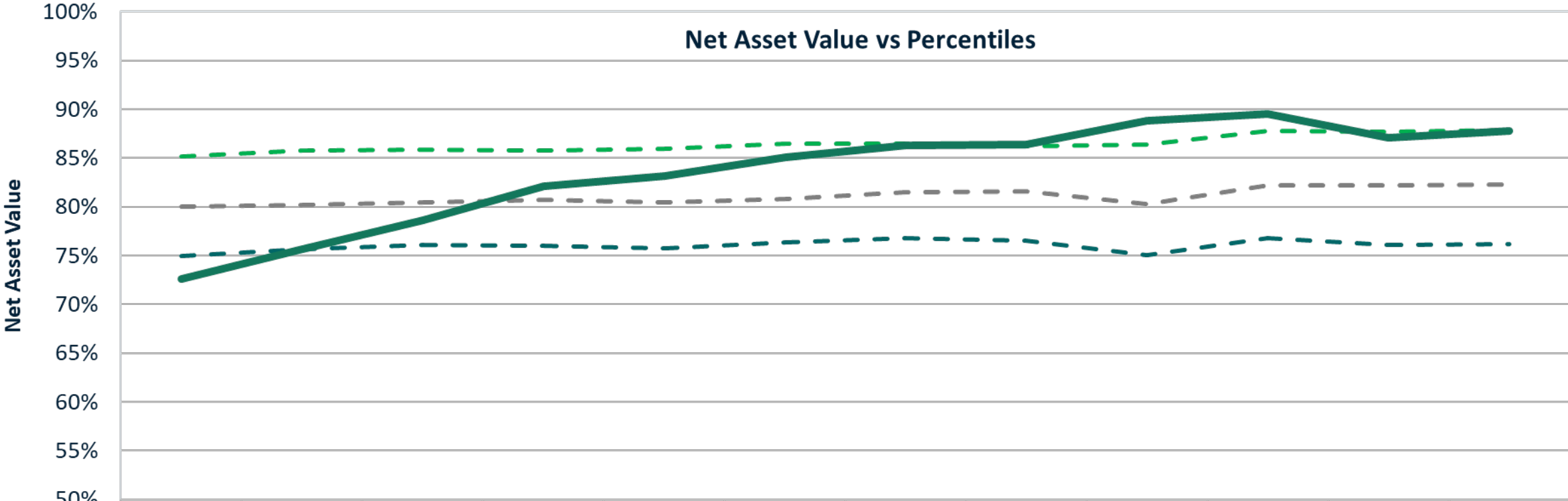
■ Federal Financial Aid ■ Federal Other ■ State ■ Private

	<u>2022-2023</u> <u>Actual</u>	<u>2023-2024</u> <u>Budget</u>	<u>2024-2025</u> <u>Proposed</u>	<u>DOLLAR (\$)</u> <u>DIFFERENCE</u>	<u>(%)</u> <u>DIFFERENCE</u>
<b>Revenues and Other Additions by Source</b>					
GIFTS, GRANTS, AND CONTRACTS					
Federal Grants and Contracts					
U.S. DOE - Student Support Services	\$ 717,100	\$ 513,500	\$ 581,700	\$ 68,200	13.3%
U.S. DOE - Adult Education	394,000	555,200	673,100	117,900	21.2%
U.S. DOE - Financial Aid Cluster	6,245,300	6,770,600	7,933,800	1,163,200	17.2%
U.S. DOE - Vocational Education	271,200	231,000	279,700	48,700	21.1%
U.S. DOE - COVID-19 Aid	828,900	-	-	-	0.0%
U.S. DOE - Open Text Rural AZ	307,900	935,000	1,012,000	77,000	8.2%
U.S. DOL - QUEST Workforce & Jobs	188,100	738,800	500,000	(238,800)	-32.3%
U.S. DHHS - Substance Abuse Prevention	205,800	45,000	280,000	235,000	522.2%
U.S. DA - Rural Business Development	50,400	60,000	109,700	49,700	82.8%
U.S. Small Business Administration	169,600	190,000	265,500	75,500	39.7%
Other	125,600	577,700	660,300	82,600	14.3%
Subtotal	\$ 9,503,900	\$ 10,616,800	\$ 12,295,800	\$ 1,679,000	15.8%
State Grants and Contracts					
AZ DOE - Adult Education	\$ 294,900	\$ 305,000	\$ 305,000	\$ -	0.0%
AZ DHS - Health/Wellness Nursing Initiative	-	600,000	600,000	-	0.0%
AZ DES - Childcare	351,200	468,800	-	(468,800)	-100.0%
Other	100,100	159,000	156,000	(3,000)	-1.9%
Subtotal	\$ 746,200	\$ 1,532,800	\$ 1,061,000	\$ (471,800)	-30.8%
Private Gifts, Grants and Contracts					
Bernard Osher Foundation	136,200	\$ 109,500	\$ 114,700	\$ 5,200	4.7%
Yavapai College Foundation	678,000	590,000	879,000	289,000	49.0%
Freeport-McMoRan	100,600	92,000	101,000	9,000	9.8%
Other	216,100	164,500	164,500	-	0.0%
Subtotal	\$ 1,130,900	\$ 956,000	\$ 1,259,200	\$ 303,200	31.7%
OTHER REVENUES AND ADDITIONS					
Prop. 301 Workforce Development	1,305,900	\$ 1,300,000	\$ 1,420,000	\$ 120,000	9.2%
Prop. 207 Workforce Development/STEM	2,457,100	2,500,000	2,700,000	200,000	8.0%
State Appropriation - STEM Workforce Programs	611,100	637,200	636,600	(600)	-0.1%
Subtotal	\$ 4,374,100	\$ 4,437,200	\$ 4,756,600	\$ 319,400	7.2%
<b>Total Revenues &amp; Other Additions</b>	<b>\$ 15,755,100</b>	<b>\$ 17,542,800</b>	<b>\$ 19,372,600</b>	<b>\$ 1,829,800</b>	<b>10.4%</b>
<b>Transfer to General Fund</b>					
RESTRICTED FUND BALANCE AT JULY 1 APPLIED TO BUDGET	1,750,000	1,700,000	780,000	(920,000)	-54.1%
<b>TOTAL AVAILABLE FOR EXPENDITURES</b>	<b>\$ 17,505,100</b>	<b>\$ 19,242,800</b>	<b>\$ 20,152,600</b>	<b>\$ 909,800</b>	<b>4.7%</b>

# Capital Budget

	<u>2022-2023</u> <u>Actual</u>	<u>2023-2024</u> <u>Budget</u>	<u>2024-2025</u> <u>Proposed</u>	<u>DOLLAR (\$)</u> <u>DIFFERENCE</u>	<u>(%)</u> <u>DIFFERENCE</u>
<b>UNEXPENDED PLANT FUND</b>					
<b>Buildings/Infrastructure</b>					
Planned Maintenance	\$ 2,880,300	\$ 3,974,000	\$ 3,963,200	\$ (10,800)	-0.3%
Unplanned Maintenance	264,300	275,600	283,900	8,300	3.0%
Capital Improvement Projects (CIP)	1,677,500	10,446,300	18,909,100	8,462,800	81.0%
<b>Equipment &amp; Software</b>					
Equipment	2,240,800	2,221,800	2,510,000	288,200	13.0%
Furniture and Fixtures	266,000	257,500	265,200	7,700	3.0%
Enterprise Resource Planning Software	-	-	1,500,000	1,500,000	100.0%
<b>Library Books</b>	27,900	90,900	8,000	(82,900)	-91.2%
Contributions to Capital Projects					
Accumulation Account - Future Projects	-	-	1,520,700	1,520,700	100.0%
Capital Contingency	-	762,500	2,785,400	2,022,900	265.3%
<b>TOTAL EXPENDITURES - UNEXPENDED PLANT FUNDS</b>	<b>\$ 7,356,800</b>	<b>\$ 18,028,600</b>	<b>\$ 31,745,500</b>	<b>\$ 13,716,900</b>	<b>76.1%</b>

### Net Asset Value vs Percentiles



	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
— Median	74.9%	75.7%	76.1%	76.0%	75.7%	76.4%	76.8%	76.5%	75.0%	76.8%	76.1%	76.2%
— 75th Percentile	80.0%	80.2%	80.4%	80.7%	80.4%	80.8%	81.5%	81.5%	80.3%	82.2%	82.2%	82.2%
— 90th Percentile	85.2%	85.8%	85.9%	85.8%	85.9%	86.5%	86.5%	86.2%	86.4%	87.8%	87.7%	87.9%
— Yavapai NAV	72.6%	75.7%	78.6%	82.1%	83.2%	85.1%	86.3%	86.4%	88.8%	89.5%	87.1%	87.7%



# Capital

## Planned & Unplanned Maintenance

	<b><u>FY 2022-23</u></b>	<b><u>FY 2023-24</u></b>	<b><u>FY 2024-25</u></b>	<b><u>FY 2025-26</u></b>	<b><u>FY 2026-27</u></b>	<b><u>FY 2027-28</u></b>	<b><u>FY 2028-29</u></b>
	<b><u>Actual</u></b>	<b><u>Budget</u></b>	<b><u>Proposed</u></b>				
Unplanned Maintenance	\$ 264,300	\$ 275,600	\$ 283,900	\$ 292,400	\$ 301,200	\$ 310,200	\$ 319,500
Planned Maintenance Total	\$ 2,880,300	3,974,000	3,963,200	4,082,100	4,204,600	4,330,700	4,460,600
<b>TOTAL MAINTENANCE</b>	<b>\$ 3,144,600</b>	<b>\$ 4,249,600</b>	<b>\$ 4,247,100</b>	<b>\$ 4,374,500</b>	<b>\$ 4,505,800</b>	<b>\$ 4,640,900</b>	<b>\$ 4,780,100</b>

### **Planned Maintenance by Project**

			<b><u>FY 2024-25</u></b>	
			<b><u>Proposed</u></b>	
Prescott Campus, Bldg 1			120,000	Boiler plant FCU replacement (3)
Prescott Campus, Bldg 2			175,000	Sanyo mini splits; Roof top pool exhaust fans
Prescott Campus, Bldg 3			428,000	IDF room mini splits; Deck leak; Replace fire alarm panel
Prescott Campus, Bldg 4			881,000	Replace mini split units; Roof lab exhaust fans; South side 2nd story deck leak; Upgrade building controls ; Reseal block
Prescott Campus, Bldg 16			305,000	EFIS repair to west wall on roof; Remove Motor Control Center; Reseal block
Prescott Campus, Bldg 17			700,000	Replace Fume Hoods (looks like vacuum that leads to outside for sculpture shop); Replace Fume Hoods (looks like vacuum that leads to outside for sculpture shop)
Prescott Campus, Bldg 18			100,000	Replace Fume Hoods (3 - vacuum fume hood that leads to outside in jewelry shop, 1 fume hood)
Prescott Campus, Bldg 28			80,000	Flooring (concrete and LVT)
Prescott Campus, Bldg 32			100,000	Replace Split System (3 5t - downstairs)
Prescott Campus, Bldg 36			40,000	Multi Head mini split HVAC Add
Chino Valley Campus, Bldg 55			254,200	Sewer connection to Town of Chino Valley
Chino Valley Campus, Bldg 57			120,000	Roof on south side; Replace MAU in room 123
CTEC Campus, Bldg 70			110,000	Staff restroom renovations
Sedona Campus, Bldg SC			500,000	Stucco Replacement/Window repair
Prescott, Campus Grounds			50,000	Baseball Field-Remove hillside and fix trail
Planned Maintenance Totals	\$ 2,880,300	\$ 3,974,000	\$ 3,963,200	

# Capital: Equipment

	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>	<b>FY 2027-28</b>	<b>FY2028-29</b>
	<b>Actual</b>	<b>Budget</b>	<b>Proposed</b>				
Career & Technical Education	\$ 429,201	\$ 827,633	\$ 250,815	\$ 531,600	\$ 502,100	\$ 663,100	\$ 577,600
Arts & Humanities	68,271	91,978	84,500	87,400	96,300	84,100	117,800
Sciences, Nursing, Allied Health, HPER	31,835	426,524	264,528	448,000	328,000	371,600	401,600
Public Safety	86,137	108,225	34,000	202,000	156,700	233,600	110,900
Viticulture, Fermentation, Culinary & Cafés	16,082	163,000	50,000	310,800	271,000	158,800	130,800
Instructional Support	27,898	28,935	1,700	14,200	11,600	9,500	8,500
CISCO	433	50,250	23,840	24,100	16,700	15,900	27,700
Student Engagement	-	2,000	-	-	-	-	-
Information Technology Services	923,071	1,051,856	1,086,907	1,184,000	1,231,400	1,204,300	1,240,000
Business Services	30,667	107,364	100,000	112,300	66,800	104,800	131,400
Facilities - All	174,883	251,000	219,000	214,200	230,200	235,800	238,000
District Safety	-	15,000	-	-	-	-	-
Risk Management	-	-	19,500	4,600	4,800	4,900	5,100
Campus Safety	7,546	5,800	62,950	7,300	3,400	3,500	3,600
Marketing	-	8,160	5,160	5,300	5,500	5,600	5,800
Athletics	6,088	15,000	14,500	15,500	15,900	16,400	16,800
Auxiliary Enterprises	24,295	140,675	161,400	304,300	161,900	162,700	165,700
SPAC Equipment	-	140,000	-	-	-	-	-
Furniture Employee/Student Housing Rentals	-	125,000	-	-	-	-	-
Immersive Technolgoy	-	-	131,200	-	-	-	-
District	-	-	-	-	-	-	-
<b>Sub-Total Equipment</b>	<b>\$ 1,826,400</b>	<b>\$ 3,558,400</b>	<b>\$ 2,510,000</b>	<b>\$ 3,465,600</b>	<b>\$ 3,102,300</b>	<b>\$ 3,274,600</b>	<b>\$ 3,181,300</b>
Transfer Expenses to Restricted Fund - Prop. 301	(314,000)	(1,336,600)	-	-	-	-	-
<b>Total Equipment</b>	<b>\$ 1,512,400</b>	<b>\$ 2,221,800</b>	<b>\$ 2,510,000</b>	<b>\$ 3,465,600</b>	<b>\$ 3,102,300</b>	<b>\$ 3,274,600</b>	<b>\$ 3,181,300</b>

# Capital: Capital Improvement Plan

Capital Improvement Plan Projects - Description	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Center for Learning & Innovation (P)	\$ 10,296,600	\$ 3,859,300	\$ -	\$ -	\$ -
19 Community Room	-	-	1,400,000	-	-
Center for Learning & Innovation (VV)	523,700	-	-	-	-
Health Science Center (PV)	-	-	6,000,000	13,000,000	13,000,000
Electric Vehicle Maintenance (CTEC)	-	189,800	474,500	284,700	-
Electric Vehicle Maintenance (East)	-	189,800	474,500	284,700	-
Sensory Integration Accelerator (CTEC)	-	-	-	-	-
Workforce Housing	1,045,500	1,045,500	-	-	-
Prescott Pines Housing	6,000,000	-	-	-	-
Acoustical/ Tech Upgrades (Sedona)	-	273,000	-	-	-
Brewing & Distilling	-	-	-	-	-
Campus Signage/Marquees (VV)	-	150,000	-	-	-
Campus Signage (CTEC)	500,000	-	-	-	-
ITS Relocate to Building 1 (P)	-	161,000	402,500	241,500	48,300
Learning Center (P)	-	323,600	809,000	485,400	-
Contingency	918,300	249,800	478,000	714,800	652,400
Transfer Expenses to Restricted Fund - STEM	(375,000)	(400,000)	(600,000)	(600,000)	(600,000)
Transfer Expenses to Restricted Fund - Prop. 207	-	-	(600,000)	(600,000)	(600,000)
<b>Total Capital Projects</b>	<b>\$ 18,909,100</b>	<b>\$ 6,041,800</b>	<b>\$ 8,838,500</b>	<b>\$ 13,811,100</b>	<b>\$ 12,500,700</b>
<b>Revenue Sources</b>					
Grants and Donations	\$ -	\$ -	\$ 3,000,000	\$ 6,500,000	\$ 6,500,000
Revenue Bond Proceeds	14,000,000	-	3,000,000	6,500,000	5,000,000
Capital Project Accumulation Account	4,909,100	6,041,800	2,838,500	811,100	1,000,700
<b>Total Revenues</b>	<b>18,909,100</b>	<b>6,041,800</b>	<b>8,838,500</b>	<b>13,811,100</b>	<b>12,500,700</b>
<b>Excess/(Needed Capital)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

# Capital Improvement Plan Assumptions

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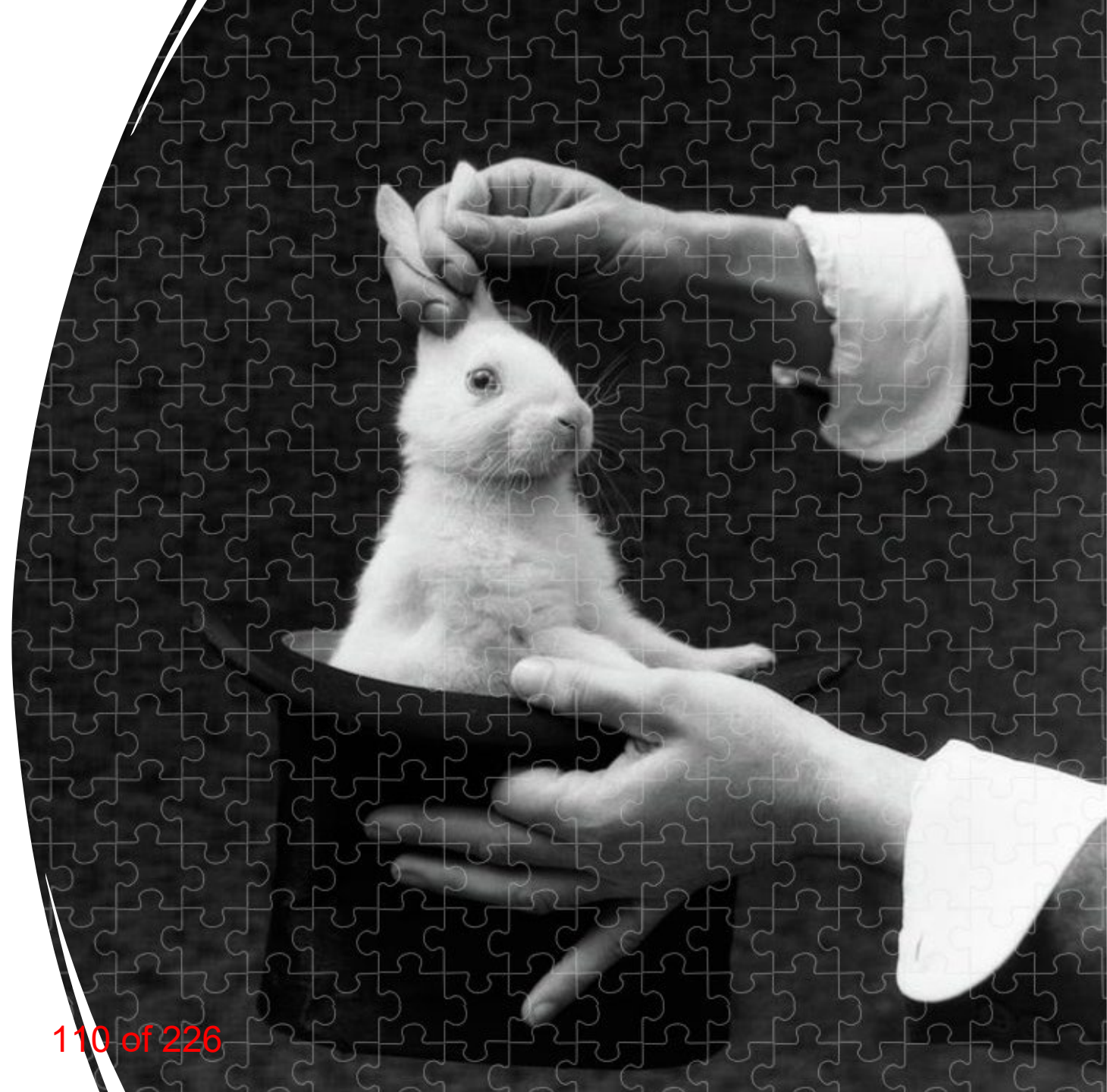
1. Purchase Prescott Pines in 05/24 with Reserves
2. YC receives grants and donations for ½ of new Health Science Center
3. YC uses existing funds to issue new Revenue Bonds as bonds expire in FY25 and FY28
4. YC issues a 3<sup>rd</sup> Revenue Bond in FY25
  - a. \$16M requiring an extra 1.4% increase in Property Tax (3.4% total) (\$11.26 for homeowner with median Limited Property Value)
    - i. Assumes DGB approves changing Fund Reserves to prior levels
    - ii. Assumes YC does NOT increase Planned Maintenance Budget by Sightlines-recommended amount, which will cause Net Asset Value to fall over time
  - b. OR we could increase Rev Bond to \$21M requiring an extra 2% increase in Property Tax (4% total) (\$13.36)
    - i. Assumes Fund Reserves maintained
    - ii. Assumes YC does NOT increase Planned Maintenance Budget by Sightlines-recommended amount, which will cause Net Asset Value to fall over time
  - c. OR we could increase Rev Bond to \$25M requiring an extra 2.5% increase in Property Tax (4.5% total) (\$15.12)
    - i. Assumes Fund Reserves maintained
    - ii. Assumes NAV maintained

# Debt Budget

	<u>Final Maturity</u>	<u>2022-2023 Actual</u>	<u>2023-2024 Budget</u>	<u>2024-2025 Proposed</u>	<u>DOLLAR (\$) DIFFERENCE</u>	<u>(%) DIFFERENCE</u>
<b>RETIREMENT OF INDEBTEDNESS</b>						
Retirement of Indebtedness (Principal)						
Revenue Bonds - 2024	7/1/2043	\$ -	\$ -	\$ 546,000	\$ 546,000	100.0%
Revenue Refunding Bonds - 2021	7/1/2025	825,000	835,000	840,000	5,000	0.6%
Revenue Bonds - 2013	7/1/2028	350,000	355,000	365,000	10,000	2.8%
Sub-total Retirement of Indebtedness		<u>\$ 1,175,000</u>	<u>\$ 1,190,000</u>	<u>\$ 1,751,000</u>	<u>\$ 15,000</u>	<u>47.1%</u>
Interest on Indebtedness						
Revenue Bonds - 2024		-	-	614,000	614,000	100.0%
Revenue Refunding Bonds - 2021		27,100	20,500	11,300	(9,200)	-44.9%
Revenue Bonds - 2013		54,500	45,900	37,300	(8,600)	-18.7%
Sub-total Interest on Indebtedness		<u>\$ 81,600</u>	<u>\$ 66,400</u>	<u>\$ 662,600</u>	<u>\$ (17,800)</u>	<u>897.9%</u>
Bank Fees		1,500	2,200	3,200	1,000	45.5%
<b>TOTAL EXPENDITURES AND OTHER DEDUCTIONS - RETIREMENT OF INDEBTEDNESS</b>						
		<u>\$ 1,258,100</u>	<u>\$ 1,258,600</u>	<u>\$ 2,416,800</u>	<u>\$ 1,158,200</u>	<u>92.02%</u>

# Questions & Discussion

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# YC Fund Reserves

Request to Modify

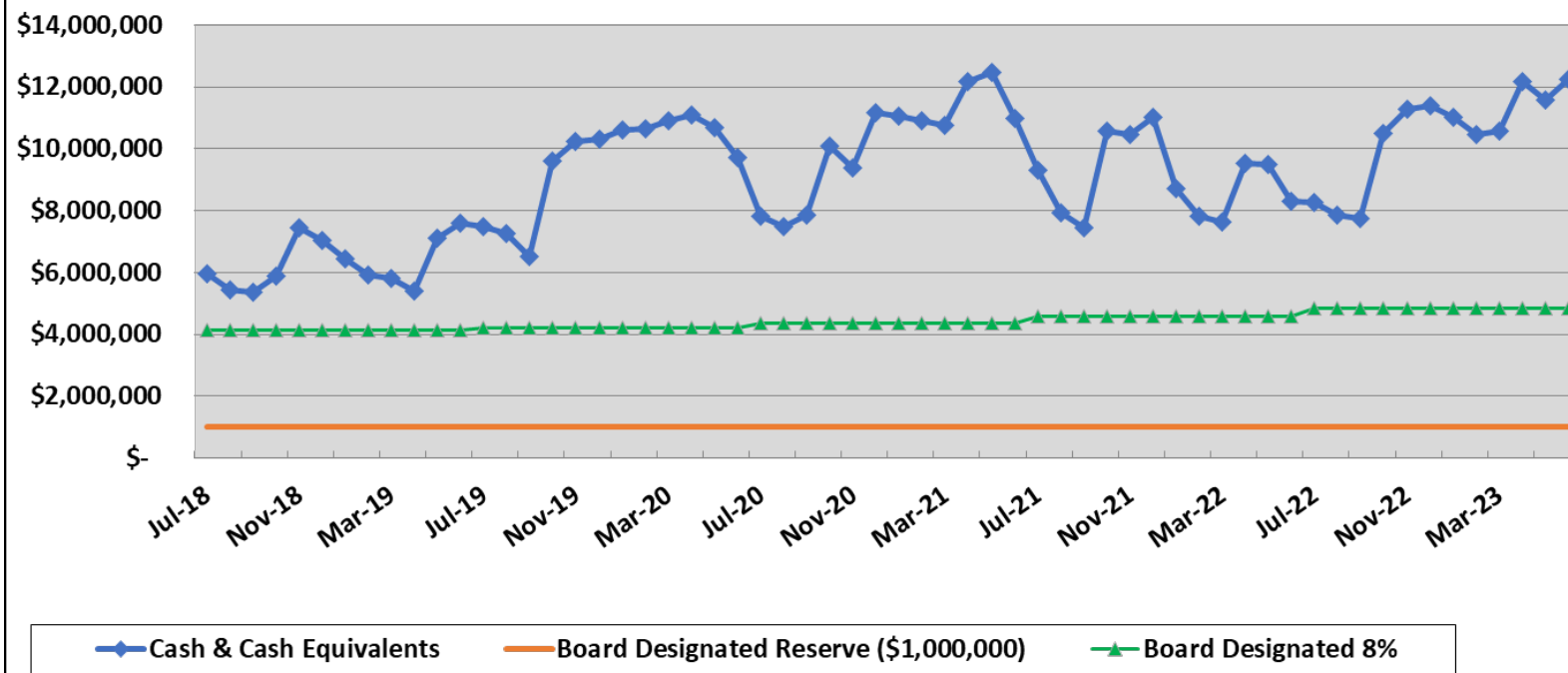
DGB Policy 204 Financial Conditions

# A Short History

- FY11- FY16 10% Of General & Aux Funds + \$1M Plant
- FY17- FY22 17% General & Aux Funds + \$1M Plant
- FY23- FY24 17% General & Aux Funds + 8% in Plant
  
- Recommend: Return to 17% General & Aux Funds + \$1M



### Plant Fund Reserve FY 2018-19 Through FY 2022-23



# Request Update

## DGB Policy 204 Financial Conditions

2. Allow unrestricted ~~C~~current ~~F~~fund reserves (General Fund and Auxiliary Fund) to drop below seventeen percent (17%) of the unrestricted Current Fund budgets or ~~P~~plant ~~F~~fund reserves to drop below ~~eight percent (8%) of the operating budget (including general fund and auxiliary fund budgets)~~ \$1,000,000, to be effective no later than fiscal year 2024-2025.



**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:**

## 204 Financial Conditions

With respect to the actual, ongoing financial conditions and activities, the Yavapai College President shall not cause or allow the development of financial jeopardy or a material deviation of actual expenditures from Board-stated priorities.

I. Accordingly, the President shall not:

1. Expend more funds than have been received or are available in reserves in the fiscal year
2. Allow unrestricted eCurrent fFund reserves (General Fund and Auxiliary Fund) to drop below seventeen percent (17%) of the unrestricted Current Fund budgets or ePlant fFund reserves to drop below eight-percent (8%) of the operating budget (including general fund and auxiliary fund budgets) \$1,000,000, to be effective no later than fiscal year 2024-2025.
3. Allow reserve funds to replenish at an inappropriate rate after, in accordance with specified Board approvals, funds have dropped below the President's authorized limits.
4. Allow the Board to be without monthly reports of budget deviations and reserves.
5. Allow planning that is not fiscally sound or doesn't build organizational capabilities sufficient to achieve board goals in future years.
6. Enter into any lease agreement as lessee for more than five-years in duration or that exceeds \$200,000 per year without the District Governing Board approval.
7. Make any tenant improvements over \$30,000 to leased property without the District Governing Board approval.
8. Make or delegate financial decisions for which legislation specifically requires delegation of authority from the Board except for the following, which the Board authorizes without the need for further Board approval provided the decisions are compliant with the Board's policies: pursuant to A.R.S. Section 15-1444(B)(2), the authority to enter in to a lease for real property either as lessor or lessee on behalf of the College.

II. For purposes of the Expenditure Limit Report, the District Budget may be reduced to an amount equal to actual expenditures without District Governing Board action, once expenditures have been determined by the annual audit conducted on the District's Financial Statements. Any other modifications to the approved District Budget must be via formal District Governing Board resolution.

### Attachments

No Attachments

## Approval Signatures

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

DRAFT



# Student & Workforce Housing

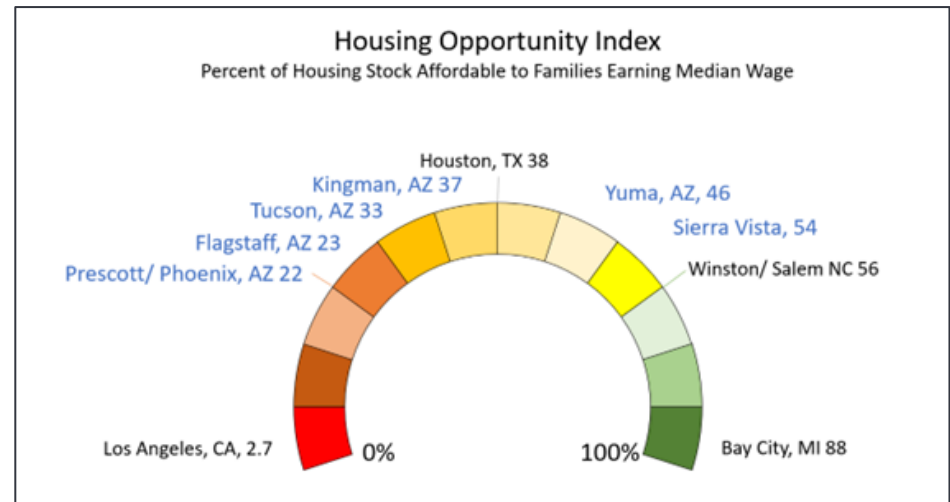
Prepared for  
YC District Governing Board  
April, 2024



# Housing Opportunity Index

percent of housing stock that is affordable to families earning median county wage

22.1%



Students



Affordable

Occupants Earn <80% Median

Workforce



Attainable

Occupants Earn 80%-120% Median

County Median Income \$63,900

(\$51,100 - \$76,700)

28% = \$1491/ mo housing

\$235,000 sales price (7% int, 5% down)



Market

Occupants Earn >120% Median

# County-wide Public Servant Issue

385 Police  
\$58,489

380 Firefighters  
\$53,446

1180 Health  
\$80,229

Education 4300  
\$51,000

# Timeline

1. FY2019-20 Housing Study (DGB 3/20)
2. FY2021-22 Facilities Master Plan (DGB 3/22)
3. FY2022-23 Investigate Housing Options
4. FY2023-24 Budget (DGB 05/23)
  - Housing pilots
5. FY2024-25 Strategic Plan (DGB 02/24)  
and Preliminary Budget (DGB 04/24)
  - Housing



# YAVAPAI COLLEGE

## Student Housing and Hotel Development Public Private Partnership (P3) Consulting Services

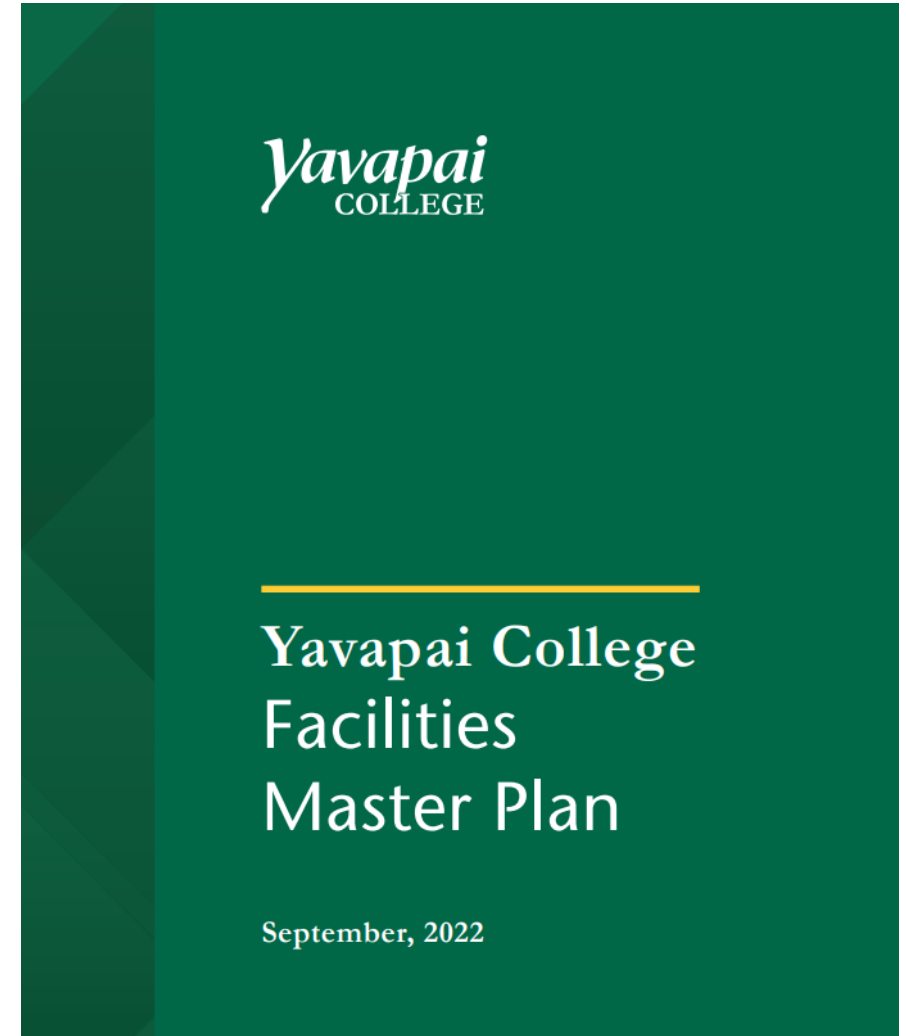
Market Findings  
December 19<sup>th</sup> 2019



# Housing Study Results

- Respondents
  - 418 students
  - 254 employees
- YC Demand
  - 74\* students West County
  - 56 students East County
  - 25\*\* employees
- Students want
  - Private bedroom
  - More autonomy (i.e. apartments)
- Employees want to live off-campus
- Generally need ~400 beds for a financially self-sustaining Public-Private Partnership

“ This plan is designed to serve as a living document that is adaptable to changes, allowing flexibility in its application as specific planning initiatives and goals evolve over time”



# ROBUST INPUT

College Employees

Students

Executive Leadership Team

Community Leaders

Public Open Forums

Reviewed College Plans & Data

Strategic Plans & Enviroscan

Enrollment Trends

Classroom Utilization

Workforce Trends

GIS Demographic Mapping

**100** STAKEHOLDER  
VIRTUAL  
INTERVIEWS

**162** FACULTY  
SURVEY  
RESPONSES

**1790** STUDENT  
SURVEY  
RESPONSES

**18** MEMBER  
ADVISORY  
COMMITTEE

**6** PUBLIC  
OPEN  
FORUMS

**316** STAFF &  
ADMINISTRATOR  
SURVEY  
RESPONSES

**243** LIFELONG  
LEARNER  
SURVEY  
RESPONSES

# PRIORITY PROJECTS

Target: complete these over the next 7 years

Type		Project	Status
1	R	Early College Academy	Complete
2	R	Renovate Learning Center	FY26
3	N	Student Housing	Pilots underway
4	N	Health Science Center	Defined/ Designed Scope
5	R	Electric Vehicle	FY26
6	R	REDC Move	Complete
7	N	Commercial Driver Track	Complete
8	N	Fermentation Expansion	Monitoring Demand in current space
9	R	Center for Learning & Innovation	CLIVV opening 08/24 CLIP Opening 01/26
10	R	Sedona Acoustical & Tech Upgrades	FY26
11	R	District ITS Offices	Furniture purchased

### Legend

**R** Remodel Existing Building

**N** New Building Construction

Belonging

Living Wage

Adult Learners

Delivery

### 3 YC Housing Research





# Traditional

- Traditional = Stick-built
- CVUSD
  - Built 10-home “teacherage” in 2023
  - AZ DoEd grant-supported
  - 325 sq. ft.
  - \$461 per foot to build
  - \$550/ mo rent

# Modular Housing

## Zennihome: Citizen

### Modular

- Components constructed in factory
- Assembled on site and placed on permanent foundation
- Complies with local building codes
- 640 sq. ft.
- \$300/ ft





# Manufactured Housing

Prescott Unified School District

- Manufactured
  - built in factory then transported
  - Complies with HUD building codes
- E.g. Cavco
- PUSD
  - Built 6-home “teacherage” in 2023
  - AZ DoEd grant-supported
  - 840 sq. ft.
  - \$267 per foot to build
  - \$1200/ mo rent



# 3D Concrete Construction

- Build by YC Construction program
  - Up to 600 sq ft
  - Target <\$200/ ft
  - Technology not ready for mass production



A 3D printed house at Yavapai College's Chino Valley Agribusiness Center. (Matt Mintzmyer/Courtesy)

# 4 YC Attainable Housing Pilots

## Inspiration Apartments



\$1900/ 2 BR/ month  
\$1100/ private bedroom/ month  
\$750/ shared bedroom/ month

131 of 226

YAVAPAI COLLEGE  
**PUBLIC SERVICE WORKFORCE  
HOUSING**  
AT INSPIRATION COTTONWOOD

NOW LEASING AT AFFORDABLE RATES FOR  
YAVAPAI COUNTY'S WORKFORCE!

VIEW FLOOR PLANS AND LEARN MORE!  
JAMIE.OLTERSDF@YC.EDU WWW.INSPIRATIONAPTS.COM

**YC** YAVAPAI  
COLLEGE

A promotional flyer for Yavapai College's Public Service Workforce Housing at Inspiration Cottonwood. The flyer features a large architectural rendering of the building, which is a modern, multi-story structure with a light-colored facade and dark accents. The rendering shows the building from a low angle, highlighting its architectural details and the surrounding landscaping. The text is arranged in a clear, hierarchical manner, starting with the college name and the project title, followed by a call to action and contact information. The Yavapai College logo is prominently displayed at the bottom.

<https://www.yc.edu/media/flipbook/iworkforce/mobile/index.html>

# RV Pads and Trailers



## Costs

Pads                      \$15,000/ea  
with water, sewer electric, earthwork,  
shade-structure and laundry facilities

Trailer                    \$306/ ft

## Price

\$500/ pad / month  
\$1000/ RV & pad/ month

# Tiny Homes

## Yavapai College combatting housing crisis with RV park, tiny homes



The college will be offering tiny homes and an RV park at some of its campuses in the spring and fall semesters.

- Built by YC Construction program
  - ~320 sq. ft.
  - ~\$184/ ft
  - Limited capacity to build

# Other YC Attainable Housing Pilots

- Renovate Bldg 34 into 600 sq. ft. apartment-- \$117/ ft
- Developing infrastructure at Chino Valley Center for 30 units
  - RV pads and tiny homes



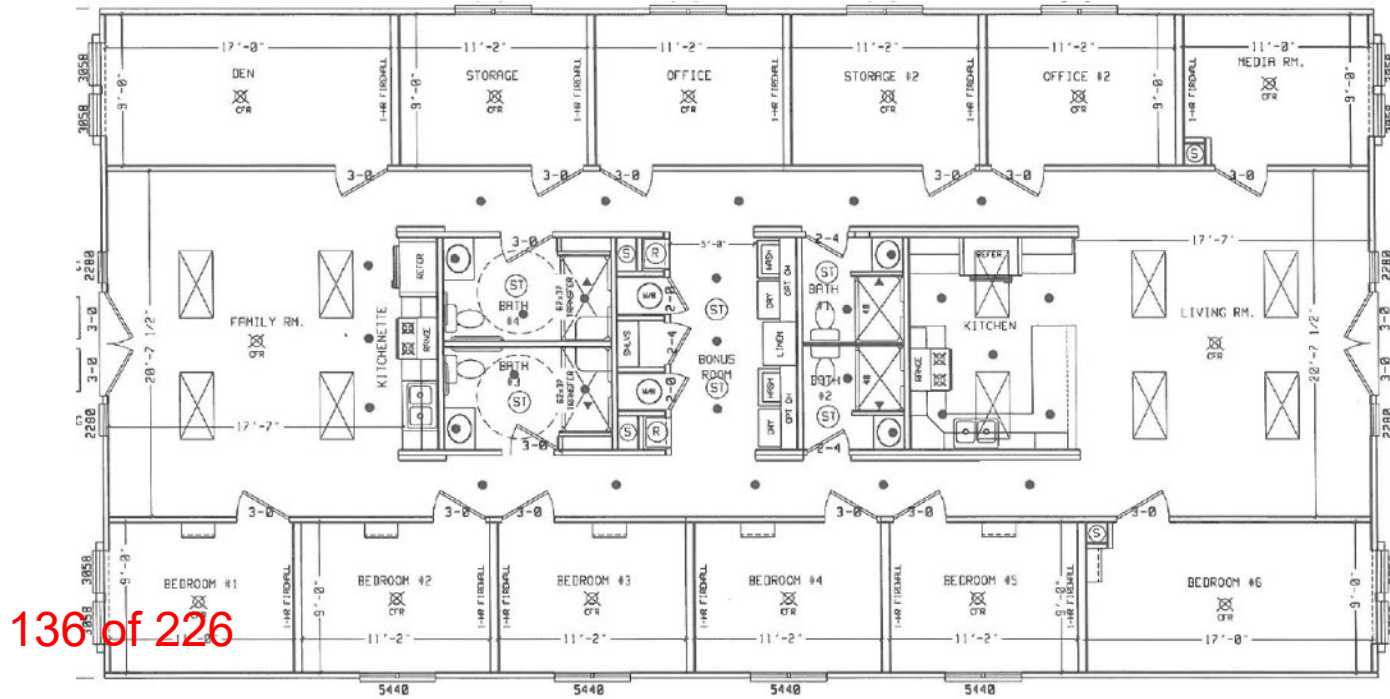
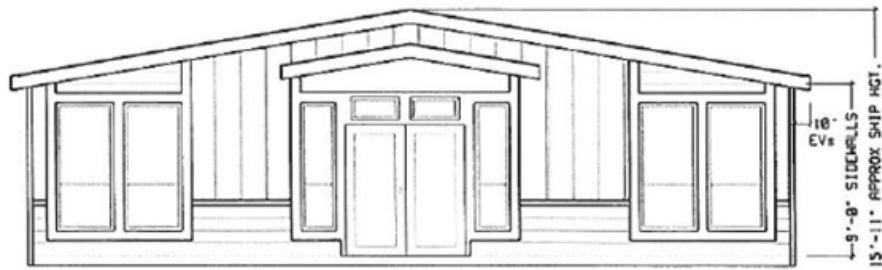
# Housing Research Summary

- Hotels/ apartments >\$500/ ft
- New Traditional \$350/ ft - **\$460/ ft**
- RV Trailer \$306/ ft
- Modular \$297/ ft
- Manufactured \$235/ft - **\$267/ ft**
- YC Tiny \$184/ ft
- RV Pad ~\$15k ea



# 5 Housing for FY25 Budget

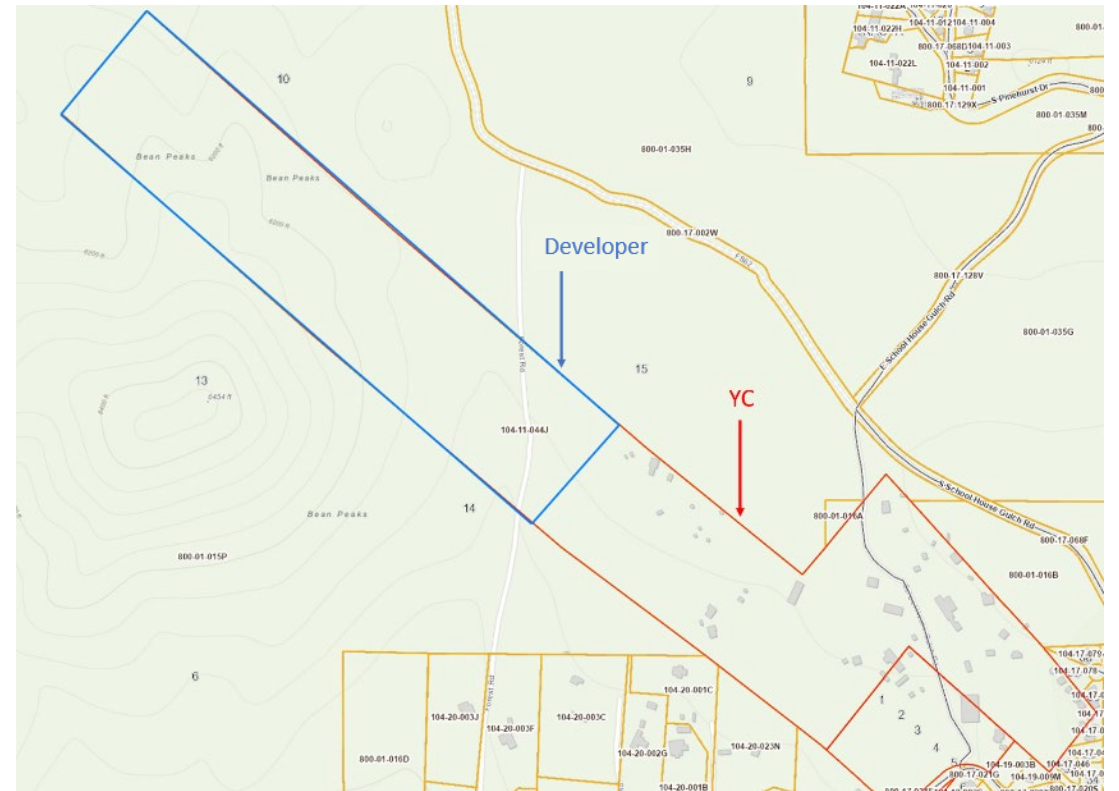
- Existing \$3.5M CIP
  - RV Park- complete
  - Bldg 34 apartment- complete
  - Chino Valley infrastructure- underway
  - Replace plans for manufactured housing in West with manufactured 12 bedroom apartment at VVC
    - Cavco
    - <\$190/ ft





# Prescott Pines Christian Camp

- Portion of Parcel 104-11-044J
  - ~73,000 sq ft in 66 structures, 12 RV hookups
    - Built 1943-2018
    - Approved for up to 450 campers by Yavapai County
    - Renovated price ~\$140/ ft
- 42 acres



# Prescott Pines Spaces & Capacity

- Common Spaces
  - 2 cafeterias
  - activity center
  - Chapel
  - Outdoors: bike, hike, lake, zip line, archery, volleyball, gaga pit, field, ropes, basketball

- Staff Housing (12 families)
- RV hook-ups (12 families or students)

- Cabins & Lodges (~110 students, ~240 Campers)

- Yurts (~100 Campers)



# Due Diligence

✓ Appraisal

✓ ALTA survey

✓ Facility Condition Assessment

✓ Environmental

✓ Water



# Camp Business Plan



**Student Housing**



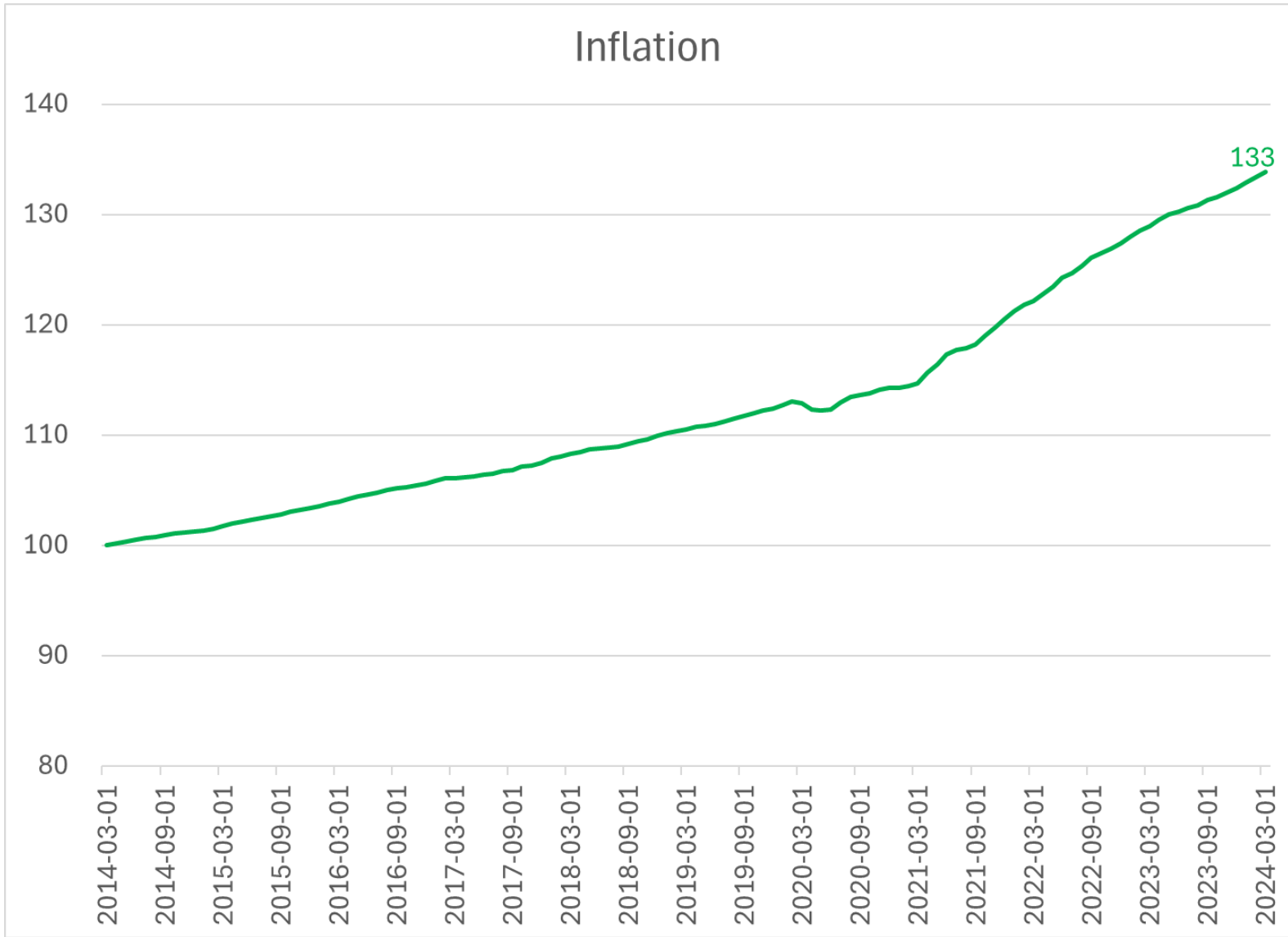
**Employee Housing**



**Programming**

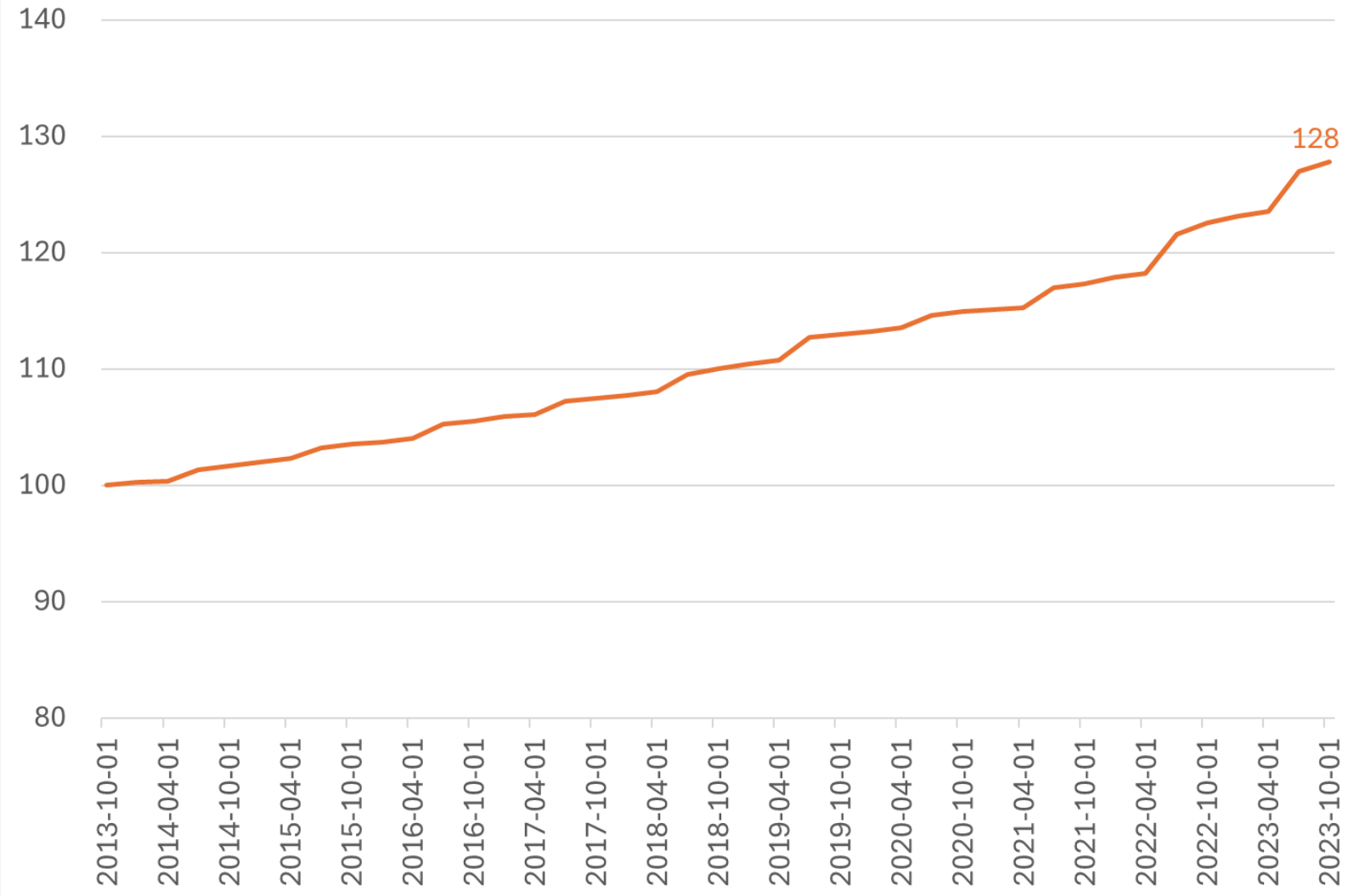
# Discussion, Questions, Request for Approval

- Seeking approval to move forward with
  - VVC manufactured apartment using previously-approved CIP budget
  - Prescott Pines Camp purchase using fund reserves



Federal Reserve Economic Data  
Consumer Price Index for All Urban Consumers:  
All Items Less Food & Energy

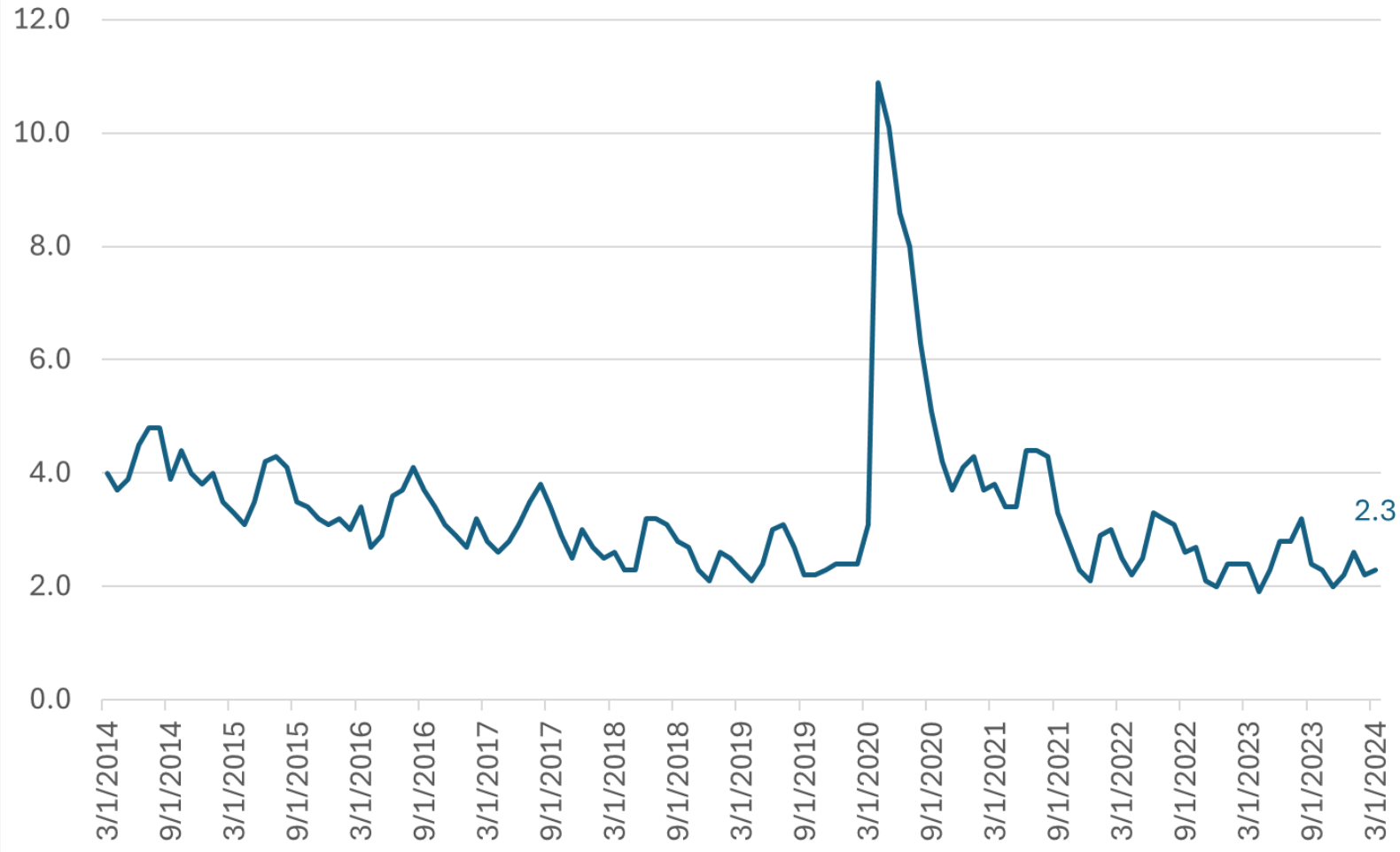
# Employment Cost Index



Federal Reserve Economic Data  
Wages and salaries for State and local government workers in Education services,  
Not Seasonally Adjusted

# Unemployment Rate

Education and Health Service  
Private Wage and Salary Workers



Federal Reserve Economic Data  
Education and Health Services,  
Private Wage and Salary Workers,  
Not Seasonally Adjusted



**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**

**Members Present:**

Ms. Deb McCasland, Board Chair  
Mr. Chris Kuknyo, Secretary  
Mr. Ray Sigafos, Board Member  
Mr. Steve Bracety, Board Member – via Zoom  
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=06c37c78-62c6-41e9-81ac-b1390021c10a>

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 Member Payne.

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

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

- 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 – Dr. Andrew Winters (*Attached*)

Dr. Rhine introduced Dr. Douglas Berry and Dr. Andrew Winters. Dr. Andrew Winters gave some brief highlights on the following faculty: Division I – Allen Magarrell; Division II – Ilene Roby and Avery Liggett; Division III – Megan Hanna, Lauri Dreher, Heather Leavitt, Brandelyn Andres and Bryan Robertson; Division IV – Laraine Herring and Steve Doyle; Division V - Jeb Bevers and Dr. Kathleen Tallman.

2. Staff Association – Ms. Julie Galgano (*Attached*)

Dr. Rhine introduced Dr. Janet Nix and Ms. Julie Galgano. Ms. Julie Galgano is the chair of the Staff Association. Ms. Galgano provided an update from the Human Resources Department. She discussed the previous "Roughrider Salute" award, which emphasized service, relationship excellence, job knowledge, and continuous learning. This award has been rebranded as the SAM Recognition Award, recognizing staff and faculty who demonstrate outward mindset behaviors. The award acknowledges outstanding individual achievement, contribution, and performance, as well as efforts to enhance the workplace for colleagues, students, and the community. Nominees must display outward mindset behaviors like helping others and admitting mistakes easily. H.R. collects nominations for the staff award, with a committee selecting the winner. Brittany Olson, a YCSA secretary, was the inaugural recipient of the SAM Recognition Award for staff.

3. Student Government Association – Ms. Shanna Collier, Treasurer of Yavapai College Student Government Association (*Attached*)

Dr. Rhine introduced Mr. Rodney Jenkins and Ms. Shanna Collier. Ms. Shanna Collier gave an update on behalf of the YCSGA. Ms. Collier expressed gratitude for the opportunity to share her story with representative Mr. Eli Crane and highlight the impact of higher education at Yavapai College. She gave an update on the YCSGA Vice President's activities, including candidate interviews and the upcoming voting schedule for the executive board. The YCSGA announced support for the LEAD conference with Dr. Mercado as the keynote speaker, discussing the diverse sessions and leadership focus of the event. Ms. Collier also talked about the partnership with YCSGA to establish Ruff's Closet, a resource offering free professional clothing to YC students. She invited participation in the Ruff's Closet event on April 2nd at 2 pm and expressed gratitude for the support of YC students.

- ii. President's Evaluation Report – Board Policy 203 Employee Compensation, Benefits, and Treatment of Personnel – Dr. Janet Nix. *(Attached)*

Dr. Janet Nix presented on employee compensation, benefits, and treatment of personnel. She expressed excitement about providing a brief report and gave an overview of Policy 203, emphasizing the importance of creating an environment for staff to excel. Dr. Nix discussed the employment and compensation benefits policy, highlighted the recent compensation study, and emphasized the need to stay consistent and equitable in employee compensation. She described the process and timeline of the compensation study, emphasizing transparency and the implementation of the findings. Dr. Nix outlined the College's compensation philosophy and goals, including market benchmarking and the desire to attract the best talent. She explained the adjustments made to the salary schedule to ensure consistency and fairness for employees. Dr. Nix also discussed the College's employee growth and development approach, including professional development funds and sabbaticals. She expressed pride in the College's support for employees and faculty. Dr. Nix apologized for not having the results of the survey to share due to a deadline constraint and expressed excitement about the 85% participation in the survey, highlighting the positive impact of acting on employee feedback.

Chair McCasland acknowledged the positive shift in employee satisfaction. She praised Dr. Rhine and the College's efforts to involve students as workers.

Dr. Nix discussed the impact of the President and the Board's decisions on creating an environment for employee success and satisfaction. She provided an overview of workers' compensation statistics and the grievance policy. Dr. Nix also shared information about employee health benefits. She discussed the proactive approach taken by the insurance Trust and the availability of wellness programs and clinics for employees. Dr. Nix wrapped up her presentation by providing an update on employee separations, noting a decrease from the previous year, and attributing it to increased stability.

Dr. Rhine thanked the culinary students and Chef for preparing the food provided at today's meeting.

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

There were no comments or questions about the report.

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

Chair McCasland indicated that she did not speak as the Board Spokesperson since the last meeting. She also indicated that she did not authorize any other board member to speak as the board spokesperson.

Chair McCasland and Secretary Kuknyo presented to an outside group, using a presentation about Yavapai College that was developed by Tyler Rumsey and Dr. Rhine. Both felt that the audience had no idea that Yavapai College does as much as it does, and it was a great outreach to the community.

Chair McCasland indicated that there will be an AACCT meeting in April. She introduced Dr. Borofsky, explained his role to the board, and thanked him for his efforts.

Member Bracety gave a brief overview of the last Foundation meeting. YC is continuing to reach its goal to be recognized as a Hispanic serving institution, as Hispanic enrollment has reached 23.9% of the 25% required. The Foundation fundraising budget is \$1.3 million, and they are currently just over \$1.5 million so far this year.

- 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*)

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

Chair McCasland asked that the Workshop on May 28th be held in the Rock House. This is due to the concern at the last meeting about potentially not having enough space at the Chino Campus to accommodate the meeting space needed due to renovated classrooms that are now smaller. Member Bracety agreed that the Rock House would be appropriate for the Workshop. No other member disagreed. Ms. Sandoval indicated she would make the location change on the calendar.

Chair McCasland strongly encouraged the board members to attend the Evening of Recognition events coming up in both the Verde Valley and Prescott. She indicated it's exciting to hear about the outstanding students, what their goals are, and what they've accomplished.

### 3. Board Business

- a. District Governing Board Budget for Fiscal Year 2024 – Dr. Clint Ewell - **INFORMATION, DISCUSSION AND DECISION** (*Attached*) {Time: 10}

Dr. Ewell provided an overview of the college's seven-month budgeting process, which begins in August with planning teams and culminates in May with the approval of the final budget. The process involves bi-weekly meetings, budget requests, prioritization, and the development of draft and final budgets. A graph, which can be found in the Agenda Packet, was presented showing the district governing board's budget compared to actual spending over the last four years, with a proposed increase for the next year due to upcoming elections. The board has done very well at consistently staying within their budget. Dr. Ewell explained that the proposed budget increase primarily relates to the fact that two board members are up for election, with a flat fee from the county of \$40,000 per contested seat. The increase is recommended to account for potential election expenses.

Chair McCasland shared historical context about the college's funding, including a period of no tax increases for about 4-5 years. She also explained that one-third of the funding came from the state, one-third from the citizens, and one-third from our student fees/tuition. She further explained that in 2008 the governor decided to not give colleges any money but give them the authority to tax their district with the ability to raise the tax levy by 2% every year. The 2% is cumulative, meaning you can decide not to increase the tax levy one year and then increase it by 4% the next year. She explained that with COVID the board decided not to increase the tax levy to help the community, but with current college expenses, a 2% increase could easily be approved each year and the College could still not have enough money. She ended by stating that in order to keep the staff, faculty, and programs that the board will support the increase.

**Member Sigafos moved, seconded by Member Bracety, to adopt the District Governing Board Budget for 2024-2025. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, Bracety and Payne).**

- 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}

Ms. Sandoval, Mr. Gray, and Attorney Adams delivered a presentation to the board on meeting delivery procedures surrounding open call processes. Ms. Sandoval indicated that as of February 20, 2024, all board meetings are livestreamed per the directive of the board.

Member Sigafos indicated that he would like to have the link of the livestream included at the top of meeting agendas. He indicated he knew it was posted on the website, but for transparency purposes, he would like it included on the agenda too. Attorney Adams indicated that she thought this would be a great idea to increase

transparency. She stated it did not need a vote unless there was a disagreement about it, and being none, the notation will be added to future agendas.

Ms. Sandoval and Mr. Gray presented two options for open call at Board meetings, highlighting the challenges of staff presence and technical issues. The discussion included Attorney Adams presenting on the impact of pending bills on meeting logistics. Ms. Sandoval explained the board staff follows statute and then the board directive on deadlines for the agenda packet. Dr. Rhine indicated that the bills could have a timeframe impact on the staff and will need to be considered. Attorney Adams indicated she will keep an eye on the bills and report back to the board. The meeting also covered technology support, meeting locations, and enhancing the meeting experience through improved audio and video setups. There were discussions on transparency, public interaction, and the potential impact of legislative changes on staff workload. Chair McCasland pointed out that currently very few people show up for open call, if at all, and the board/College could be doing all of this for nothing.

**Member Sigafos moved, seconded by Member Payne, to adopt option one – offering two locations for open call and for the public to watch the meeting: Prescott and Clarkdale Campus beginning with the board’s meeting in September 2024. Motion fails 2:3 (Ayes: Sigafos, and Payne; Nays: McCasland, Kuknyo, and Bracety).**

The Board debated the other option for open call participation, including pre-registration and technology support.

**Secretary Kuknyo moved, seconded by Chair McCasland, to adopt option two – providing an open call form on the Board’s Webpage and allowing public participation via zoom. Motion fails 1:4 (Ayes: Kuknyo; Nays: McCasland, Sigafos, Bracety, and Payne).**

Ultimately the board decided to continue investigating the matter for further discussion, including researching the potential use of the County’s satellite rooms.

**Member Bracety moved, seconded by Member Sigafos, to direct staff to continue to investigate the matter and bring back updates and additional information to the board for further discussion and potential decision, including information regarding use of the County’s satellite rooms. Motion carried 4:1 (Ayes: Kuknyo, Sigafos, Bracety, and Payne; Nays: McCasland).**

## SHORT BREAK

- 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*)

**Member Sigafos moved, seconded by Secretary Kuknyo, to remove items c.vii and c.viii from the Consent Agenda for further discussion. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, Bracety, and Payne).**

**Secretary Kuknyo moved, seconded by Member Bracety, to approve the Consent Agenda items c.i through c.vi and c.ix. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, Bracety and Payne).**

**Discussion of agenda item c.viii.** Member Sigafos made a recommendation to place the proposed highlighted text to be a third roman numeral rather than where it is currently proposed. He indicated that the language is fine but would like the format reworked.

**Member Sigafos moved, seconded by Secretary Kuknyo, to repaginate the proposed revision to Policy 306 to include three roman numerals as discussed. The proposed verbiage will become roman numeral three. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, Bracety and Payne).**

**Discussion of agenda item c.vii.** Member Payne is concerned about the Board Resolution of 2024-14. Dr. Ewell explained the purpose of the capital accumulation fund and its relation to expenditure limits. Member Payne inquired about the accounting and balance of the capital accumulation fund. Dr. Ewell clarified that the fund is not new money and is designated for future capital plans. Member Payne questioned the use of the fund for purposes other than capital projects. Dr. Ewell reaffirmed that the fund is for capital projects and explains the need to label it as such to avoid impacting the expenditure limit. Attorney Adams acknowledged that this process is a regular occurrence to manage expenditure limitations. Attorney Adams and Member Sigafos explained the necessity of accumulating funds over time for large projects to comply with expenditure limitations. Member Payne continued to inquire about the fund balance before its use for capital projects. Dr. Ewell clarified that the fund is specifically for capital projects and addresses the use of one-time money for recurring expenses.

**Chair McCasland moved, seconded by Member Sigafos, to approve item c.vii – 2024-14 Yavapai College District Board Resolution. Motion carried 4:1 (Ayes: McCasland, Kuknyo, Sigafos, and Bracety; Nays: Payne).**

Chair McCasland wanted to thank all the culinary students and the chef for the food at today's meeting.

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}

**Member Sigafos moved, seconded by Secretary Kuknyo, 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).**

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}

The Board reconvened in public session at 5:22 p.m.

**Secretary Kuknyo moved, seconded by Member Sigafos, 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 Regular Meeting: Procedural - **DECISION** {Time: 1}

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

Regular Meeting adjourned at 5:23 p.m.

Respectfully submitted:

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Deanne K. Petty, Recording Secretary

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Date

---

Ms. Deb McCasland, Board Chair

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Mr. Chris Kuknyo, Secretary



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

**For the Nine Months Ended March 31, 2024**

**District Governing Board**

**Fiscal Year 2023-24 Budget:**

**\$ 261,680**

<b><u>EXPENDITURES (note 1):</u></b>	<b><u>Purpose</u></b>	<b><u>Year-to-Date Expenditures</u></b>	<b><u>Encumbered Obligations</u></b>	<b><u>Total Expenditures/ Encumbrances</u></b>
Salary Expenses	Staff Support	\$ 81,033	\$ 23,391	\$ 104,424
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	17,052	-	17,052
AGB National Conference on Trusteeship (Boston)	Registration/travel	795	-	795
Osborn Maledon, PA	Legal Services	29,900	15,100	45,000
Other - Various	Catering/supplies/other	5,034	-	5,034
YC Printing Services	Printing	824	-	824
				<u>196,143</u>
<b>Remaining Budget - March 31, 2024</b>				<b><u>\$ 65,537</u></b>

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

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT**

**REPORT OF REVENUES AND EXPENDITURES**

**For the Nine Months Ended March 31, 2024 - 75% 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>	
<b>REVENUES:</b>						
General Fund	\$ 46,514,467		\$ 46,514,467	\$ 58,380,200	79.7%	
Restricted Fund	15,286,818		15,286,818	19,242,800	79.4%	
Auxiliary Fund	6,003,088		6,003,088	6,560,200	91.5%	
Unexpended Plant Fund	15,271,433		15,271,433	18,028,600	84.7%	
Debt Service Fund	944,612		944,612	1,258,600	75.1%	
<b>TOTALS</b>	<u><b>84,020,418</b></u>		<u><b>84,020,418</b></u>	<u><b>103,470,400</b></u>	<u><b>81.2%</b></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>
<b>EXPENDITURES (note 1):</b>						
General Fund	\$ 44,140,262	\$ 9,045,409	\$ 8,099,149	\$ 45,086,522	\$ 58,380,200	77.2%
Restricted Fund	12,839,970	2,166,354	625,237	14,381,087	19,242,800	74.7%
Auxiliary Fund	5,390,784	752,631	592,281	5,551,134	6,560,200	84.6%
Unexpended Plant Fund	7,431,902	7,628,030	-	15,059,932	18,028,600	83.5%
Debt Service Fund	34,332	909,068	-	943,400	1,258,600	75.0%
<b>TOTALS</b>	<u><b>69,837,250</b></u>	<u><b>20,501,492</b></u>	<u><b>9,316,667</b></u>	<u><b>81,022,075</b></u>	<u><b>103,470,400</b></u>	<u><b>78.3%</b></u>
<b>SURPLUS/(DEFICIT)</b>				<u><u><b>\$ 2,998,343</b></u></u>	<u><u><b>-</b></u></u>	

**COMMENTS:**

Through the ninth month, 78.3% of budget has been committed (excluding labor encumbrances) compared to 81.2% of revenues received

The budget currently has a surplus of \$2,998,343.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Nine Months Ended March 31, 2024 - 75% 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)
<b>REVENUES:</b>									
Primary Property Taxes	\$ 33,925,122		\$ 33,925,122	\$ 45,369,600	74.8%	\$ 45,369,600	\$ -	\$ 31,528,584	7.6%
Primary Property Taxes - Contingency	-		-	(150,000)	0.0%	(150,000)	-	-	0.0%
Tuition and Fees	11,503,022		11,503,022	12,896,000	89.2%	12,266,000	(630,000)	10,354,336	11.1%
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	499,738		499,738	512,000	97.6%	512,000	-	421,272	18.6%
Interest Income	855,968		855,968	300,000	285.3%	1,100,000	800,000	436,559	96.1%
Fund Balance Applied to Budget	2,118,450		2,118,450	2,824,600	75.0%	2,824,600	-	1,295,250	63.6%
General Fund Transfer In/(Out)	(5,381,250)		(5,381,250)	(7,175,000)	75.0%	(7,175,000)	-	(2,852,775)	88.6%
<b>TOTAL REVENUES</b>	<b>46,514,467</b>		<b>46,514,467</b>	<b>58,380,200</b>	<b>79.7%</b>	<b>58,610,600</b>	<b>230,400</b>	<b>43,941,176</b>	<b>5.9%</b>

	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)
<b>EXPENDITURES (Note 1):</b>										
Instruction	\$ 16,738,846	\$ 2,366,771	\$ 2,278,501	\$ 16,827,116	\$ 21,652,400	77.7%	\$ 21,479,200	\$ (173,200)	\$ 14,889,370	12.4%
Academic Support	4,107,594	1,015,250	962,386	4,160,458	5,663,900	73.5%	5,550,600	(113,300)	3,699,090	11.0%
Institutional Support	9,763,095	2,558,660	2,111,631	10,210,124	12,403,400	82.3%	12,403,400	-	8,971,603	8.8%
Student Services	7,366,081	1,897,246	1,810,504	7,452,823	10,015,100	74.4%	9,945,000	(70,100)	6,434,070	14.5%
Operation/Maintenance of Plant	5,007,650	1,172,261	936,127	5,243,784	7,192,400	72.9%	7,163,628	(28,800)	5,296,016	-5.4%
Scholarships	1,140,942	35,221	-	1,176,163	1,440,600	81.6%	1,440,600	-	1,227,425	-7.0%
Public Service	16,054	-	-	16,054	12,400	129.5%	12,400	-	8,440	90.2%
<b>TOTAL EXPENDITURES</b>	<b>44,140,262</b>	<b>9,045,409</b>	<b>8,099,149</b>	<b>45,086,522</b>	<b>58,380,200</b>	<b>77.2%</b>	<b>57,994,828</b>	<b>(385,400)</b>	<b>40,526,014</b>	<b>8.9%</b>

<b>SURPLUS/(DEFICIT)</b>				<b>\$ 1,427,945</b>	<b>\$ -</b>					
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COMMENTS:

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 licenses, IT maintenance, dues, etc.).

The Budget currently has a surplus of \$1,227,945.

**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 Nine Months Ended March 31, 2024 - 75% of the Fiscal Year Complete**

**Fiscal Year 2023-2024**

	<u>Year to Date</u>	<u>Prior Year</u>	<u>Percent Change</u>	
Salaries	\$ 27,086,334	\$ 24,228,615	11.8%	<b>1</b>
Benefits	8,272,502	7,378,014	12.1%	<b>2</b>
Supplies	2,175,607	2,036,724	6.8%	
Contractual Services and Other	3,301,258	3,559,976	-7.3%	<b>3</b>
Utilities & Communications	1,341,321	1,319,066	1.7%	
Travel, Conferences & Memberships	822,298	776,194	5.9%	
Scholarships	1,140,942	1,227,425	-7.0%	
	<u>\$ 44,140,262</u>	<u>\$ 40,526,014</u>	8.9%	

- 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 Nine Months Ended March 31, 2024 - 75% 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>
<b>REVENUES:</b>					
Federal Grants and Contracts	\$ 8,581,323		\$ 8,581,323	\$ 10,616,800	80.8%
State Grants and Contracts	1,110,625		1,110,625	1,532,800	72.5%
Private Gifts, Grants and Contracts	915,134		915,134	956,000	95.7%
Proposition 301 Workforce Development	1,051,836		1,051,836	1,300,000	80.9%
Proposition 207 Workforce Development	1,875,000		1,875,000	2,500,000	75.0%
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%
<b>TOTAL REVENUES</b>	<b><u>15,286,818</u></b>		<b><u>15,286,818</u></b>	<b><u>19,242,800</u></b>	<b><u>79.4%</u></b>

	<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
<b>EXPENDITURES (Note 1):</b>						
Instruction	\$ 3,327,871	\$ 1,833,427	\$ 331,810	\$ 4,829,488	\$ 7,949,400	60.8%
Student Services	939,562	114,766	114,766	939,562	1,422,000	66.1%
Operation/Maintenance of Plant	2,126	-	-	2,126	18,400	11.6%
Scholarships	7,178,839	-	-	7,178,839	7,260,200	98.9%
Public Service	1,391,572	218,161	178,661	1,431,072	2,592,800	55.2%
<b>TOTAL EXPENDITURES</b>	<b><u>12,839,970</u></b>	<b><u>2,166,354</u></b>	<b><u>625,237</u></b>	<b><u>14,381,087</u></b>	<b><u>19,242,800</u></b>	<b><u>74.7%</u></b>
<b>SURPLUS/(DEFICIT)</b>				<b><u>\$ 905,731</u></b>		

**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 98.9% of budget due to spring 2024 financial aid awards being made and increased PELL due to enrollment growth.

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

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT**

**REPORT OF REVENUES AND EXPENDITURES**

**For the Nine Months Ended March 31, 2024 - 75% of the Fiscal Year Complete**

**Fiscal Year 2023-2024**

**AUXILIARY FUND**

	<b>Budgeted Revenues</b>	<b>Budgeted Expenses</b>	<b>Budgeted Surplus/ (Deficit)</b>	<b>Actual Revenues</b>	<b>Actual Expenditures and Non-Labor Encumbrances</b>	<b>Year-to-date Surplus/ (Deficit)</b>
<b>AUXILIARY ENTERPRISES</b>						
Residence Halls and Summer Conferences	\$ 1,307,000	\$ 516,200	\$ 790,800	\$ 1,425,830	\$ 336,066	1,089,764
Transfer To Debt Fund to Pay Revenue Bonds	(400,900)	-	(400,900)	(300,675)	-	(300,675)
Subtotal - Residence Halls and Summer Conferences	906,100	516,200	389,900	1,125,155	336,066	789,089
Bookstore Rental and Commissions	60,000	-	60,000	32,332	666	31,666
Food Service & Vending	95,000	403,700	(308,700)	627,498	836,973	(209,475)
Employee/Student Housing Rental	214,200	272,800	(58,600)	31,668	12,345	19,323
Edventures	342,000	352,300	(10,300)	131,345	148,360	(17,015)
Winery - Tasting Room	300,000	345,000	(45,000)	204,558	269,399	(64,841)
Family Enrichment Center	757,300	1,021,400	(264,100)	578,492	883,012	(304,520)
Community Events	812,300	1,154,400	(342,100)	846,929	1,172,707	(325,778)
Performing Arts Productions	340,000	345,900	(5,900)	217,869	306,175	(88,306)
SBDC (Federal Grant Match Requirement)	-	186,600	(186,600)	5,320	106,495	(101,175)
Yavapai College Foundation	543,800	543,800	-	397,449	397,449	-
Other Auxiliary Enterprises	180,600	149,100	31,500	297,798	204,737	93,061
General Fund Transfer In	2,008,900	-	2,008,900	1,506,675	-	1,506,675
Contingency	-	100,000	(100,000)	-	-	-
Facilities & Administrative Allocation	-	1,169,000	(1,169,000)	-	876,750	(876,750)
	<b>\$ 6,560,200</b>	<b>\$ 6,560,200</b>	<b>\$ -</b>	<b>\$ 6,003,088</b>	<b>\$ 5,551,134</b>	<b>\$ 451,954</b>

**Comments:**

The Budget currently has a surplus of \$451,954.

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

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT**

**REPORT OF REVENUES AND EXPENDITURES**

**For the Nine Months Ended March 31, 2024 - 75% 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>		
<b>REVENUES:</b>							
Primary Property Taxes	\$ 6,191,748		\$ 6,191,748	\$ 8,280,500	74.8%		
Primary Property Taxes - Contingency	-		-	(45,000)	0.0%		
Investment Income	458,258		458,258	80,000	572.8%		
Other	25,977		25,977	40,000	64.9%		
Fund Balance Applied to Budget	5,362,500		5,362,500	5,362,500	100.0%		
General Fund Transfer In	3,232,950		3,232,950	4,310,600	75.0%		
<b>TOTAL REVENUES</b>	<u><u>15,271,433</u></u>		<u><u>15,271,433</u></u>	<u><u>18,028,600</u></u>	<u><u>84.7%</u></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>
<b>EXPENDITURES (Note 1):</b>							
Planned Maintenance		\$ 1,778,344	\$ 2,010,817	\$ -	\$ 3,789,161	\$ 3,974,000	95.3%
Unplanned Maintenance		113,737	24,356	-	138,093	275,600	50.1%
Capital Improvement Projects		3,985,352	5,434,103	-	9,419,455	10,446,300	90.2%
Equipment		1,354,957	145,296	-	1,500,253	2,221,800	67.5%
Furniture and Fixtures		194,946	13,458	-	208,404	257,500	80.9%
Library Books		4,566	-	-	4,566	90,900	5.0%
Capital Contingency		-	-	-	-	762,500	0.0%
<b>TOTAL EXPENDITURES</b>		<u><u>7,431,902</u></u>	<u><u>7,628,030</u></u>	<u><u>-</u></u>	<u><u>15,059,932</u></u>	<u><u>18,028,600</u></u>	<u><u>83.5%</u></u>
<b>SURPLUS/(DEFICIT)</b>					<u><u>\$ 211,501</u></u>	<u><u>-</u></u>	

**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 \$211,501 .

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

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT**

**REPORT OF REVENUES AND EXPENDITURES**

**For the Nine Months Ended March 31, 2024 - 75% of the Fiscal Year Complete**

**Fiscal Year 2023-2024**

**DEBT SERVICE FUND**

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
<b>REVENUES:</b>					
Investment Income	\$ 662		\$ 662	\$ -	100.0%
General Fund Transfer In	641,625		641,625	855,500	75.0%
Auxiliary Fund Transfer In	300,675		300,675	400,900	75.0%
Fund Balance Applied to Budget	1,650		1,650	2,200	75.0%
<b>TOTAL REVENUES</b>	<b>944,612</b>		<b>944,612</b>	<b>1,258,600</b>	<b>75.1%</b>

	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
<b><u>DEBT SERVICE FUND</u></b>						
<b>EXPENDITURES (Note 1):</b>						
Revenue Refunding Bonds - 2021						
Principal Payments	\$ -	\$ 626,250	\$ -	\$ 626,250	\$ 835,000	75.0%
Interest Payments	10,263	5,112	-	15,375	20,500	75.0%
Revenue Bonds - 2013						
Principal Payments	-	266,250	-	266,250	355,000	75.0%
Interest Payments	22,969	11,456	-	34,425	45,900	75.0%
Bank Fees	1,100	-	-	1,100	2,200	50.0%
<b>TOTAL EXPENDITURES</b>	<b>34,332</b>	<b>909,068</b>	<b>-</b>	<b>943,400</b>	<b>1,258,600</b>	<b>75.0%</b>
<b>SURPLUS/(DEFICIT)</b>				<b>\$ 1,212</b>	<b>\$ -</b>	

**COMMENTS:**

Through the ninth month, 75.0% of budget has been committed compared to 75.1% of revenues received

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



# Draft

Current Status: *Active*

PolicyStat ID: 15317131



Origin: 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:

## 101 College Priorities

Yavapai College exists so communities within Yavapai County have access to and are equipped with the knowledge and skills to improve quality of life. The College will achieve these results at a cost the Board believes is justifiable.

### Priority 1: Education

Yavapai College values, supports, and assesses student success and achievement. The College's strategic, educational, and other plans shall be designed to achieve the following Governing Board expectations for student success:

1. Students demonstrate success in career and technical education that prepares them for employment success.
2. Students demonstrate success in transfer-level courses and are prepared to succeed at transfer institutions.
3. Students demonstrate success in baccalaureate level courses and are prepared to succeed in ~~under~~graduate-level courses.
4. Students demonstrate success in basic skills courses and are prepared to succeed in college-level courses.
5. Lifelong Learners have access to a variety of learning opportunities.
6. Students maximize their ability to complete courses, persist through program or course completion, and achieve their educational goals.
7. Students understand how to access resources that will reduce out-of-pocket costs as much as possible, including financial aid, grants, scholarships, and other support programs.

The President shall establish the institutional goals, operations, and accountability measures that the College will achieve to meet the goals for student success.

### Priority 2: Economic

Communities in Yavapai County are supported in their efforts to lead economic development, with emphasis on generating and sustaining economic base jobs.

### Priority 3: Community

Yavapai County residents have access to social and cultural opportunities.

## Attachments

No Attachments

## Approval Signatures

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

# Draft

**YAVAPAI COLLEGE DISTRICT GOVERNING BOARD**

**RESOLUTION 2024-15**

A RESOLUTION OF THE DISTRICT GOVERNING BOARD, YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT, ARIZONA, APPROVING THE PURCHASE OF REAL PROPERTY.

WHEREAS, the Yavapai County Community College District Governing Board (the “Governing Board”) has determined that it is in the best interest of the College to purchase property for use by the College as potential student and/or faculty housing and for such other purposes as the College administration deems appropriate;

WHEREAS, based on the direction provided by the Governing Board, the College has entered into a Letter of Intent dated 12/22/2023 for the purchase of property identified as the developed 42.438 acres of Prescott Pines Christian Camp located at 855 East School House Gulch Road (portion B of Parcel 104-11-044J) (the “Property”);

WHEREAS, based upon direction provided by the Governing Board, the College has negotiated the final terms for the purchase of the Property, and those terms are reflected in the final Purchase and Sale Agreement dated 1/15/2024; and

WHEREAS, the College has conducted the necessary due diligence regarding the Property;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board that Yavapai County Community College District (the “College”) is authorized to purchase the Property upon the terms and conditions set forth in the Purchase and Sale Agreement dated 1/15/2024. The College President or her designee is empowered to sign, execute, and deliver such documents and take other necessary steps to complete the purchase of the Property and transfer title to the College.

PASSED and ADOPTED by the District Governing Board of the Yavapai County Community College District this 23<sup>rd</sup> Day of April, 2024.

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Mrs. Deb McCasland, Board Chair

ATTEST:

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Mr. Chris Kuknyo, Board Secretary

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
YAVAPAI COMMUNITY COLLEGE DISTRICT  
AND  
[SCHOOL DISTRICT]**

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

**BACKGROUND**

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

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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

B. The term of this Agreement shall be from the Effective Date through June 30, 2027 (“Term”).

#### **4. OBLIGATIONS OF COLLEGE**

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

A. College will offer Dual Enrollment Courses to School District freshmen, sophomores, juniors or seniors who meet College's prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

1. of a quality and depth to qualify for college credit, as determined by College;
2. evaluated and approved through the College curriculum approval process;
3. at a higher level than taught by the School District high school;
4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
5. compliant with all other standards for College courses.

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit A attached to this Agreement, which shall be updated as needed by College.

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College's current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. For students under the age of 18, the College's admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*

F. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.

G. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.

H. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. School District will provide College with the State Student ID number for each student as provided in Section 5.1(F).

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

#### **4.2 Instructors and Instruction**

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

#### **4.3 Assessment and Monitoring**

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).

C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the course outlines as necessary.

#### **4.4 Policy and Procedure**

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

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

#### **4.5 Students with Disabilities**

- A. After notification from School District of a student's need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with School District to ensure the instructor complies with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. Under the ADA and Section 504, subpart E, College is responsible for providing appropriate academic accommodations for those students that self-identify in Dual Enrollment classes; however, School District shall be responsible for ensuring that the student receives a free appropriate public education ("FAPE") in conformity with his or her 504 Plan or individualized education program ("IEP"), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.
- B. College will provide training and guidance to instructors and relevant personnel in the area of compliance with the ADA and the Rehabilitation Act of 1973, Subpart E, as amended, and the College's process for student requests for accommodations, as the Acts specifically relate to College classes.

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

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

- A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.
- B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.
- C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at a School District facility.
- D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.
- E. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall

provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

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

## **5.2 Instructors and Instruction**

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Course and submit each instructor's name and credentials to College for approval.

B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.

C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding 10 consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

## **5.3 Assessment and Monitoring**

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

## **5.4 Policy and Procedure**

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

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



B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in Dual Enrollment Courses for failure to follow College requirements.

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

### **5.5 Students with Disabilities**

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

### **5.6 Facilities and Funding**

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit B attached to this Agreement, which shall be updated as needed by College.

## **6. MUTUAL AGREEMENTS**

### **6.1 Instructor**

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor's

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

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

## **6.2 Students**

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

## **6.3 Removal from Course**

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

## **6.4 Schedule and Number of Students**

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

## **6.5 Availability of Instructors**

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

## **6.6 Guidelines**

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

#### **6.7 Rigor of Courses**

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

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

#### **7.1 Fees**

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit B attached to this Agreement, which shall be updated as needed by College.

#### **7.2 Supplies**

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

#### **7.3 Tuition**

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit B.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth on Exhibit B, which may be amended as needed by College. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

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

#### **7.4 Billing Format**

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

#### **7.5 Manner of Financing**

School District and College will each fund their respective obligations under this Agreement through their respective budgeting process.

## **8. RECORDS**

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

## **9. CONFIDENTIALITY**

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

## **10. TERMINATION/DISPOSITION OF PROPERTY**

### **10.1 Termination**

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

### **10.2 No Relief from Obligations**

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

### **10.3 Disposition of Property**

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

## **11. RESPONSIBILITY**

### **11.1 Conduct of Operations**

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this

Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

### **11.2 Indemnification**

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

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

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

### **13. NON-ASSIGNABILITY**

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

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

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

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

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

### **16. ENTIRE AGREEMENT**

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

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

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

### **18. GOVERNING LAW**

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

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

**19. NOTICE**

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

**20. LEGAL WORKER REQUIREMENT**

To the extent applicable under Arizona Revised Statutes § 41-4401, each Party may not award a contract to any contractor who fails, or whose subcontractors fail, to verify the employment eligibility through the e-verify program of any employee it hires, and who does not comply with federal immigration laws and regulations relating to their employees. As mandated by A.R.S. § 41-4401, this provision provides notice of those requirements.

**21. WORKERS COMPENSATION**

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

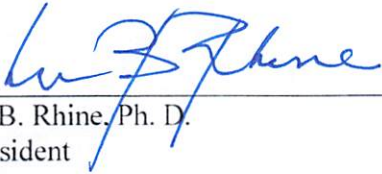
If to College:  
Yavapai College  
Attn: Purchasing and Contracting Department  
1100 E. Sheldon Street  
Prescott, AZ 86301

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If to School District:

COLLEGE

SCHOOL DISTRICT



By: Lisa B. Rhine, Ph. D.  
Title: President

By:  
Title:

4.17.24

Date

Date

**REVIEWED AND APPROVED AS TO FORM**

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



By: \_\_\_\_\_  
Title:  
Counsel for Yavapai County Community  
College District  
Dated: 4-1-2024

By: \_\_\_\_\_  
Title:  
Counsel for \_\_\_\_\_ School  
District  
Dated: \_\_\_\_\_



**EXHIBIT A**

**TYPE OF INSTRUCTION  
DUAL ENROLLMENT COURSES**

COURSES AND CREDITS

For complete course descriptions, refer to the current College catalog.  
Semester 1 is Fall, Semester 2 is Spring and Semester 3 is a Year-long course.

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	H.S. TITLE
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**EXHIBIT B**

**FINANCIAL PROVISIONS**

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

**1. INSTRUCTORS**

Instructors shall be provided as follows: *(Check the appropriate line)*

School District shall provide and pay all instructors.

College shall provide and pay all instructors.

Each party shall provide and pay for instructors as follows: \_\_\_\_\_

**2. PAYMENTS TO THE SCHOOL DISTRICT**

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Zero Dollars (\$0) per credit hour for each properly enrolled student, capped at Zero Dollars (\$0) per credit hour for each course. *(Indicate N/A if there is no cap.)*

Invoices from the School District to the College shall be based on College course rosters and include the information listed in Exhibit A of this Agreement.

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

**TUITION:**

No tuition is charged for Dual Enrollment classes.

College tuition in non-Dual Enrollment classes varies based on discipline for in-state students. The tuition rates range from one hundred eight to one hundred thirty-nine Dollars (\$108 to \$138) per credit hour for each in-state student. College tuition also varies for out-of-state students based on discipline and the number of credit hours in which the student is enrolled. The tuition rates range from one hundred forty-seven to four hundred six Dollars (\$147 to \$406) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status. (see <https://www.yc.edu/v6/academics/tuition-fees.html> for specific information about tuition rates).

**ADDITIONAL FEES AND/OR COSTS:**

Set out below are additional fees and costs and, for each, a designation as to whether the School District or student is responsible for payment of each fee or cost.

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. .</i>
1. There is a \$10 per credit hour cost for Dual Enrollment classes.	District <input checked="" type="checkbox"/> Student <input type="checkbox"/>

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

*Check the appropriate line:*

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

Each student is responsible for payment of tuition to the College.

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

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

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

**5. FINANCIAL AID**

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

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

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

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

Invoices to be sent to the School District:  
*(specify administrator and address)*

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**7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION**

Amount College received in FTSE in prior academic year:  
*(Specify dollar amount)*

\$ \_\_\_\_\_

Portion of that FTSE distributed to School District:  
*(Specify percentage or dollar amount)*  
\$0

Amount School District returned to College:  
*(Specify percentage or dollar amount)*  
\$0

## District School Dual Enrollment Template

### Classes currently planned for 2024-25

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

### Ash Fork Joint Unified School District #31

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Oxyacetylene	WLD 130	4	3	Broehm
Arc I	WLD 140	4	3	Broehm

### Bagdad Unified School District #20

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Culinary Principles	CUL 101	4	1	Bradford
Culinary Fundamentals: Hot Foods	CUL 102	4	2	Bradford
Culinary Fundamentals: Breakfast & Garde Manger	CUL 103	4	1	Bradford
Culinary Fundamentals: Baking & Pastry	CUL 104	4	2	Bradford
College Mathematics	MAT 142	3	1	Diehl
Elementary Statistics	MAT 167	3	2	Diehl
Precalculus (Algebra)	MAT 182	3	1	Diehl
Precalculus (Trigonometry)	MAT 183	2	2	Diehl
Oxyacetylene	WLD 130	4	1 & 2	Lamer
Arc I	WLD 140	4	3	Lamer
Gas Metal Arc Welding	WLD 210	4	3	Lamer

### Camp Verde Unified School District #28

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Auto/Diesel Preventative Maintenance	AUT 103	4	2	Tudor
Auto/Diesel Electrical Systems	AUT 109	4	1	Tudor
Automotive Brakes	AUT 123	4	1	Tudor
Auto/Diesel Suspension & Steering	AUT 126	4	2	Tudor
Auto Engine Repair	AUT 153	4	2	Tudor

*NOTE: AUT 123 and 126 alternate with AUT 109 and 153*

College Composition I	ENG 101	3	1	Lawrence
College Composition II	ENG 102	3	2	Lawrence
Prevention of Athletic Injuries & Emergency Care	EXW 150	3	2	Kellogg
College Mathematics	MAT 142	3	1	Lewis
Elementary Statistics	MAT 167	3	2	Lewis
Precalculus (Algebra)	MAT 182	3	1	Andrews
Precalculus (Trigonometry)	MAT 183	2	2	Andrews
Calculus & Analytic Geometry I	MAT 220	5	1	Lewis
<u>Calculus &amp; Analytic Geometry II</u>	<u>MAT 230</u>	<u>5</u>	<u>2</u>	<u>Lewis</u>

## **Mayer Unified School District #43**

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Business Financial Applications	BSA 130	3	2	Burgess
Microsoft Office for Windows	CSA 126	3	2	Burgess
Organizational Behavior	MGT 140	3	1	Burgess
Principles of Management	MGT 220	3	2	Burgess
Human Resource Management	MGT 223	3	1	Burgess
Principles of Marketing	MGT 230	3	2	Burgess
<u>Business Communication</u>	<u>MGT 233</u>	<u>3</u>	<u>1</u>	<u>Burgess</u>

## **Mingus Union High School District #4**

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Introductory Equine Science	AGE 100	4	1	Banuelos
Introduction to Animal Industry	AGS 120	4	2	Banuelos
Aquaculture Science	AGS 261	4	2	Banuelos
Auto/Diesel Preventative Maintenance	AUT 103	4	2	Mount
Auto/Diesel Electrical Systems	AUT 109	4	1	Mount
Automotive Brakes	AUT 123	4	1	Mount
Auto/Diesel Suspension & Steering	AUT 126	4	2	Mount

Auto Engine Repair	AUT 153	4	2	Mount
College Composition I	ENG 101	3	1	McKean
College Composition II	ENG 102	3	2	McKean
College Mathematics	MAT 142	3	1	Hartsock
Elementary Statistics	MAT 167	3	2	Hartsock
Precalculus (Algebra)	MAT 182	3	1	Hartsock
Precalculus (Trigonometry)	MAT 183	2	2	Hartsock
Calculus & Analytic Geometry I	MAT 220	5	1	Hartsock
<u>Calculus &amp; Analytic Geometry II</u>	<u>MAT 230</u>	<u>5</u>	<u>2</u>	<u>Hartsock</u>

## Mountain Institute CTED #02

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Culinary Principles	CUL 101	4	1	TBD
Culinary Fundamentals: Hot Foods	CUL 102	4	1 & 2	TBD
Culinary Fundamentals: Breakfast & Garde Manger	CUL 103	4	1 & 2	TBD
Culinary Fundamentals: Baking & Pastry	CUL 104	4	2	TBD
<i>NOTE: CUL 101 and 102 alternate with CUL 103 and 104 for the Friday program</i>				
Hazardous Materials First Responder Operations	FSC 104	3	2	Dougherty
Fire Prevention	FSC 135	3	1	Dougherty
Basic Wildland Firefighting	FSC 155	3	1	Dougherty
<u>Fire Protection Systems</u>	<u>FSC 235</u>	<u>3</u>	<u>2</u>	<u>Dougherty</u>

## Seligman Unified School District #40

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
<u>Introductory Equine Science</u>	<u>AGS 100</u>	<u>4</u>	<u>2</u>	<u>Wallace</u>

## Valley Academy for Career and Technology Education District #01

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Forensic Science	AJS 170	3	2	Choate
Current Issues in Criminal Justice	AJS 200	3	2	Choate

The Police Function	AJS 230	3	1	Choate
Procedural Criminal Law	AJS 260	3	1	Choate
Community Relations	AJS 270	3	2	Choate
Constitutional Law: Civil Liberties & Civil Rights	AJS 290	3	1	Choate
<i>NOTE: AJS 200, 230 &amp; 270 alternate with AJS 170, 260 &amp; 290</i>				
Basic Carpentry I	CBT 100	8	1	Black
Basic Carpentry II	CBT 110	8	2	Black
Basic Residential Electrician	CBT 115	3	1	Black
Basic Residential Plumbing	CBT 120	5	2	Black
Intro to Education	EDU 200	3	1	Adams
Cultural Diversity in Education	EDU 210	3	1	Adams
Hazardous Materials First Responder Operations	FSC 104	3	1	TBD
Firefighter I & II Certification Academy	FSC 105	12	3	TBD
<u>Basic Wildland Firefighting</u>	<u>FSC 155</u>	<u>3</u>	<u>1</u>	<u>TBD</u>

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
YAVAPAI COMMUNITY COLLEGE DISTRICT  
AND  
[SCHOOL DISTRICT]**

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

**BACKGROUND**

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

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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

B. The term of this Agreement shall be from the Effective Date through June 30, 2027 (“Term”).



#### 4. OBLIGATIONS OF COLLEGE

##### 4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District freshmen, sophomores, juniors or seniors who meet College's prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

1. of a quality and depth to qualify for college credit, as determined by College;
2. evaluated and approved through the College curriculum approval process;
3. at a higher level than taught by the School District high school;
4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
5. compliant with all other standards for College courses.

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit A attached to this Agreement, which shall be updated as needed by College.

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College's current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. For students under the age of 18, the College's admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*

F. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.

G. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.

H. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. School District will provide College with the State Student ID number for each student as provided in Section 5.1(F).

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

#### **4.2 Instructors and Instruction**

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

#### **4.3 Assessment and Monitoring**

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).

C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the course outlines as necessary.

#### **4.4 Policy and Procedure**

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

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

#### **4.5 Students with Disabilities**

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

B. College will provide training and guidance to instructors and relevant personnel in the area of compliance with the ADA and the Rehabilitation Act of 1973, Subpart E, as amended, and the College's process for student requests for accommodations, as the Acts specifically relate to College classes.

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

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

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

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at a School District facility.

D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.

E. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall

provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

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

## **5.2 Instructors and Instruction**

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.

B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.

C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding 10 consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

## **5.3 Assessment and Monitoring**

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

## **5.4 Policy and Procedure**

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

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

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in Dual Enrollment Courses for failure to follow College requirements.

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

### **5.5 Students with Disabilities**

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

### **5.6 Facilities and Funding**

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit B attached to this Agreement, which shall be updated as needed by College.

## **6. MUTUAL AGREEMENTS**

### **6.1 Instructor**

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor's

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

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

## **6.2 Students**

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

## **6.3 Removal from Course**

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

## **6.4 Schedule and Number of Students**

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

## **6.5 Availability of Instructors**

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

## **6.6 Guidelines**

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

#### **6.7 Rigor of Courses**

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

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

#### **7.1 Fees**

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit B attached to this Agreement, which shall be updated as needed by College.

#### **7.2 Supplies**

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

#### **7.3 Tuition**

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit B.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth on Exhibit B, which may be amended as needed by College. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

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

#### **7.4 Billing Format**

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

#### **7.5 Manner of Financing**

School District and College will each fund their respective obligations under this Agreement through their respective budgeting process.

## **8. RECORDS**

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

## **9. CONFIDENTIALITY**

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

## **10. TERMINATION/DISPOSITION OF PROPERTY**

### **10.1 Termination**

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

### **10.2 No Relief from Obligations**

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

### **10.3 Disposition of Property**

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

## **11. RESPONSIBILITY**

### **11.1 Conduct of Operations**

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this



Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

### **11.2 Indemnification**

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

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

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

### **13. NON-ASSIGNABILITY**

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

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

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

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

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

### **16. ENTIRE AGREEMENT**

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

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

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

### **18. GOVERNING LAW**

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

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

**19. NOTICE**

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

**20. LEGAL WORKER REQUIREMENT**

To the extent applicable under Arizona Revised Statutes § 41-4401, each Party may not award a contract to any contractor who fails, or whose subcontractors fail, to verify the employment eligibility through the e-verify program of any employee it hires, and who does not comply with federal immigration laws and regulations relating to their employees. As mandated by A.R.S. § 41-4401, this provision provides notice of those requirements.

**21. WORKERS COMPENSATION**

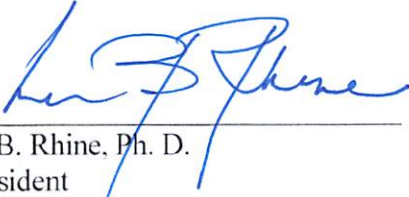
For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

If to College:  
Yavapai College  
Attn: Purchasing and Contracting Department  
1100 E. Sheldon Street  
Prescott, AZ 86301

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If to School District:

COLLEGE



By: Lisa B. Rhine, Ph. D.  
Title: President

4.17.24

Date

SCHOOL DISTRICT

By:  
Title:

Date

**REVIEWED AND APPROVED AS TO FORM**

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



By: \_\_\_\_\_  
Title:  
Counsel for Yavapai County Community  
College District  
Dated: 4-1-2024

By: \_\_\_\_\_  
Title:  
Counsel for \_\_\_\_\_ School  
District  
Dated: \_\_\_\_\_

**EXHIBIT A**

**TYPE OF INSTRUCTION  
DUAL ENROLLMENT COURSES**

**COURSES AND CREDITS**

For complete course descriptions, refer to the current College catalog.  
Semester 1 is Fall, Semester 2 is Spring and Semester 3 is a Year-long course.

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	H.S. TITLE
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**EXHIBIT B**

**FINANCIAL PROVISIONS**

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

**1. INSTRUCTORS**

Instructors shall be provided as follows: *(Check the appropriate line)*

School District shall provide and pay all instructors.

College shall provide and pay all instructors.

Each party shall provide and pay for instructors as follows: \_\_\_\_\_

**2. PAYMENTS TO THE SCHOOL DISTRICT**

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Zero Dollars (\$0) per credit hour for each properly enrolled student, capped at Zero Dollars (\$0) per credit hour for each course. *(Indicate N/A if there is no cap.)*

Invoices from the School District to the College shall be based on College course rosters and include the information listed in Exhibit A of this Agreement.

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

**TUITION:**

College tuition is based on discipline for both in-state and out-of-state students. The tuition rate for in-state students will be 50% of the Tier 3 tuition rate (or \$69.50) per credit hour. The tuition rate for out-of-state students will be 50% of the Tier 3 tuition rate (\$88) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status. (see <https://www.yc.edu/v6/academics/tuition-fees.html> for specific information about tuition rates).

**ADDITIONAL FEES AND/OR COSTS:**

Set out below are additional fees and costs and, for each, a designation as to whether the School District or student is responsible for payment of each fee or cost.

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost.</i>
1. There are no additional fees.	District <input type="checkbox"/> Student <input type="checkbox"/>

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

*Check the appropriate line:*

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

Each student is responsible for payment of tuition to the College.

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

A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and

- B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

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

**5. FINANCIAL AID**

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

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

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

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

Invoices to be sent to the School District:  
*(specify administrator and address)*

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**7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION**

Amount College received in FTSE in prior academic year:  
*(Specify dollar amount)*

\$ \_\_\_\_\_

Portion of that FTSE distributed to School District:  
*(Specify percentage or dollar amount)*

\$0

Amount School District returned to College:  
*(Specify percentage or dollar amount)*

\$0

## District School (Out of County) Dual Enrollment Template Classes currently planned for 2024-25

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

### Flagstaff Unified School District #1

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Production I	FMA 102	3	2	Gennetta
Screenwriting I	FMA 103	3	2	Gennetta
Pre-Production	FMA 110	3	1	Gennetta
Cinematography	FMA 117	3	1	Gennetta

### Gilbert Unified School District #41

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Introduction to the Animal Industry	AGS 120	4	3	Dillard

### Western Maricopa Education Center #402

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Auto/Diesel Preventative Maintenance	AUT 103	4	1	Soja
Diesel Engine Repair Technology	AUT 108	4	1	Soja
Auto/Diesel Electrical Systems	AUT 109	4	1	Soja
Auto/Diesel Manual Drive Trans	AUT 124	4	2	Soja
Auto/Diesel Suspension & Steering	AUT 126	4	1	Soja
Auto/Diesel Heating & Air Conditioning	AUT 128	4	2	Soja
Diesel Braking Systems	AUT 135	4	2	Soja
Diesel Engine Performance	AUT 225	4	2	Soja
Advanced Light/Medium Duty Diesel Diagnosis 1500-4500 Series	AUT 230	4	2	Soja



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
YAVAPAI COMMUNITY COLLEGE DISTRICT  
AND  
[SCHOOL DISTRICT]**

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**BACKGROUND**

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

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

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

B. The term of this Agreement shall be from the Effective Date through June 30, 2027 (“Term”).

#### 4. OBLIGATIONS OF COLLEGE

##### 4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District freshmen, sophomores, juniors or seniors who meet College's prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

1. of a quality and depth to qualify for college credit, as determined by College;
2. evaluated and approved through the College curriculum approval process;
3. at a higher level than taught by the School District high school;
4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
5. compliant with all other standards for College courses.

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit A attached to this Agreement, which shall be updated as needed by College.

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College's current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. For students under the age of 18, the College's admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*

F. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.

G. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.

H. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. School District will provide College with the State Student ID number for each student as provided in Section 5.1(F).

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

#### **4.2 Instructors and Instruction**

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

#### **4.3 Assessment and Monitoring**

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).

C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the course outlines as necessary.

#### **4.4 Policy and Procedure**

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

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

#### **4.5 Students with Disabilities**

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

B. College will provide training and guidance to instructors and relevant personnel in the area of compliance with the ADA and the Rehabilitation Act of 1973, Subpart E, as amended, and the College's process for student requests for accommodations, as the Acts specifically relate to College classes.

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

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

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

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at a School District facility.

D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.

E. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall

provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

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

## **5.2 Instructors and Instruction**

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.

B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.

C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding 10 consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

## **5.3 Assessment and Monitoring**

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

## **5.4 Policy and Procedure**

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

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

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in Dual Enrollment Courses for failure to follow College requirements.

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

### **5.5 Students with Disabilities**

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

### **5.6 Facilities and Funding**

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit B attached to this Agreement, which shall be updated as needed by College.

## **6. MUTUAL AGREEMENTS**

### **6.1 Instructor**

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor's

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

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

## **6.2 Students**

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

## **6.3 Removal from Course**

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

## **6.4 Schedule and Number of Students**

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

## **6.5 Availability of Instructors**

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

## **6.6 Guidelines**

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

#### **6.7 Rigor of Courses**

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

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

#### **7.1 Fees**

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit B attached to this Agreement, which shall be updated as needed by College.

#### **7.2 Supplies**

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

#### **7.3 Tuition**

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit B.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth on Exhibit B, which may be amended as needed by College. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

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

#### **7.4 Billing Format**

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

#### **7.5 Manner of Financing**



School District and College will each fund their respective obligations under this Agreement through their respective budgeting process.

## **8. RECORDS**

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

## **9. CONFIDENTIALITY**

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

## **10. TERMINATION/DISPOSITION OF PROPERTY**

### **10.1 Termination**

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

### **10.2 No Relief from Obligations**

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

### **10.3 Disposition of Property**

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

## **11. RESPONSIBILITY**

### **11.1 Conduct of Operations**

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this

Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

## **11.2 Indemnification**

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

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

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

## **13. NON-ASSIGNABILITY**

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

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

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

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

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

## **16. ENTIRE AGREEMENT**

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

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

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

## **18. GOVERNING LAW**

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

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

**19. NOTICE**

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

**20. LEGAL WORKER REQUIREMENT**

To the extent applicable under Arizona Revised Statutes § 41-4401, each Party may not award a contract to any contractor who fails, or whose subcontractors fail, to verify the employment eligibility through the e-verify program of any employee it hires, and who does not comply with federal immigration laws and regulations relating to their employees. As mandated by A.R.S. § 41-4401, this provision provides notice of those requirements.

**21. WORKERS COMPENSATION**

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

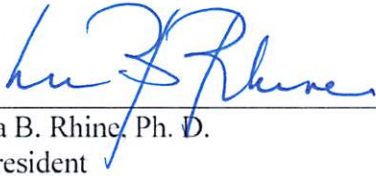
If to College:  
Yavapai College  
Attn: Purchasing and Contracting Department  
1100 E. Sheldon Street  
Prescott, AZ 86301

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If to School District:

COLLEGE

SCHOOL DISTRICT



By: Lisa B. Rhine, Ph. D.  
Title: President

By:  
Title:

4.17.24

Date

Date

**REVIEWED AND APPROVED AS TO FORM**

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



By: \_\_\_\_\_  
Title:  
Counsel for Yavapai County Community  
College District  
Dated: 4-1-2024

By: \_\_\_\_\_  
Title:  
Counsel for \_\_\_\_\_ School  
District  
Dated: \_\_\_\_\_

**EXHIBIT A**

**TYPE OF INSTRUCTION  
DUAL ENROLLMENT COURSES**

**COURSES AND CREDITS**

For complete course descriptions, refer to the current College catalog.  
Semester 1 is Fall, Semester 2 is Spring and Semester 3 is a Year-long course.

DUAL ENROLLMENT CLASSES

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	H.S. TITLE

CONCURRENT ENROLLMENT CLASSES

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	H.S. TITLE

**EXHIBIT B**

**FINANCIAL PROVISIONS**

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

**1. INSTRUCTORS**

Instructors shall be provided as follows: *(Check the appropriate line)*

School District shall provide and pay all instructors.

College shall provide and pay all instructors.

Each party shall provide and pay for instructors as follows:  Yavapai College will provide and pay for the instructor(s) for the Concurrent Enrollment college classes (noted in Exhibit A) that are offered on the high school campus and  Unified School District will provide and pay for all other instructors.

**2. PAYMENTS TO THE SCHOOL DISTRICT**

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Zero Dollars (\$0) per credit hour for each properly enrolled student, capped at Zero Dollars (\$0) per credit hour for each course. *(Indicate N/A if there is no cap.)*

Invoices from the School District to the College shall be based on College course rosters and include the information listed in Exhibit A of this Agreement.

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

No tuition is charged for Dual Enrollment classes.

College tuition in Concurrent Enrollment classes varies based on discipline for in-state students. The tuition rates range from one hundred eight to one hundred thirty-nine Dollars (\$108 to \$138) per credit hour for each in-state student. College tuition also varies for out-of-state students based on discipline and the number of credit hours in which the student is enrolled. The tuition rates range from one hundred forty-seven to four hundred six Dollars (\$147 to \$406) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status. (see <https://www.yc.edu/v6/academics/tuition-fees.html> for specific information about tuition rates).

**ADDITIONAL FEES AND/OR COSTS:**

Set out below are additional fees and costs and, for each, a designation as to whether the School District or student is responsible for payment of each fee or cost.

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. .</i>
1. There is a \$10 per credit hour cost for Dual Enrollment classes.	District <input checked="" type="checkbox"/> Student <input type="checkbox"/>

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

*Check the appropriate line:*

- School District is responsible for payment of tuition to the College.
- Each student is responsible for payment of tuition to the College.

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

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

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

**5. FINANCIAL AID**

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

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

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

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

Invoices to be sent to the School District:  
*(specify administrator and address)*

**7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION**

Amount College received in FTSE in prior academic year:

*(Specify dollar amount)*

\$ \_\_\_\_\_

Portion of that FTSE distributed to School District:

*(Specify percentage or dollar amount)*

\$0

Amount School District returned to College:

*(Specify percentage or dollar amount)*

\$0



# District School (with CE on Campus) Dual Enrollment Template

## Classes currently planned for 2024-25

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

### Bradshaw Mountain High School (Humboldt Unified School District #22)

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Nursing Assistant	AHS 114	4	3	Stooks
Nursing Assistant Clinical	AHS 114C	1.5	3	Stooks
Nursing Assistant Skills Lab	AHS 114L	0.5	3	Stooks
College Composition I	ENG 101	3	1	Leveron & Groves
College Composition II	ENG 102	3	2	Leveron & Groves
College Math	MAT 142	3	1	Larson
Precalculus (Algebra)	MAT 182	3	1	TBD
Precalculus (Trigonometry)	MAT 183	2	2	TBD
Principles of Management	MGT 220	3	2	Calandra
Human Resource Management	MGT 223	3	1	Calandra
Principles of Marketing	MGT 230	3	2	Calandra
<u>Business Communication</u>	<u>MGT 233</u>	<u>3</u>	<u>1</u>	<u>Calandra</u>

#### CONCURRENT ENROLLMENT ON HS CAMPUS

Network & Cybersecurity Fundamentals	CNT 101	4	1	TBD
Cybersecurity Principles	CNT 105	3	1	TBD
A+ Computer Technician Certification	CNT 110	4	2	TBD
<u>Security+: Implement &amp; Maintain Network Security</u>	<u>CNT 135</u>	<u>3</u>	<u>2</u>	<u>TBD</u>

### Chino Valley Unified School District #51

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Introductory Equine Science	AGS 100	4	2	Zambrano
Intro to Animal Industry	AGS 120	4	3	Holder
Agriculture Mechanics	AGS 215	3	3	Holder

Horticulture Fall Production	AGS 250	4	3	Zambrano
Water Management	AGS 274	3	1	Holder
Culinary Principles	CUL 101	4	1	Boris
Culinary Fundamentals: Hot Foods	CUL 102	4	2	Boris
Culinary Fundamentals: Breakfast & Garde Manger	CUL 103	4	1	Boris
Culinary Fundamentals: Baking & Pastry	CUL 104	4	2	Boris
College Composition I	ENG 101	3	1	Reiman
College Composition II	ENG 102	3	2	Reiman
Major Issues in World Literature	ENG 217	3	2	Reiman
Introduction to Shakespeare	ENG 242	3	1	Reiman
College Mathematics	MAT 142	3	1	Isenberg
Elementary Statistics	MAT 167	3	2	Isenberg
Precalculus (Algebra)	MAT 182	3	1	Isenberg
Precalculus (Trigonometry)	MAT 183	2	2	Isenberg
Calculus and Analytic Geometry I	MAT 220	5	3	Isenberg
Arc I	WLD 140	4	1	Rotteger
Arc II	WLD 145	4	2	Rotteger

**CONCURRENT ENROLLMENT ON HS CAMPUS**

Oxyacetylene	WLD 130	4	1	Rotteger
Blueprint Reading	WLD 156	4	1	Rotteger
Gas Tungsten Arc Welding	WLD 200	4	1	Rotteger
Gas Metal Arc Welding	WLD 210	4	2	Rotteger
Welded Metal Fabrication	WLD 250	4	2	Rotteger

**Prescott Unified School District #1**

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Auto/Diesel Preventative Maintenance	AUT 103	4	2	Predmore
Auto/Diesel Electrical Systems	AUT 109	4	1	Predmore
Automotive Brakes	AUT 123	4	1	Predmore
Auto/Diesel Suspension & Steering	AUT 126	4	2	Predmore

Auto Engine Repair	AUT 153	4	2	Predmore
College Composition I	ENG 101	3	1	Willard & Wood
College Composition II	ENG 102	3	2	Willard & Wood
Production I	FMA 102	3	1	Tolli
Cinematography	FMA 117	3	1	Tolli
College Mathematics	MAT 142	3	2	Ater
College Algebra	MAT 152	3	1	Ater
Elementary Statistics	MAT 167	3	2	Ater
Precalculus (Algebra)	MAT 182	3	1	Ater
Precalculus (Trigonometry)	MAT 183	2	2	Ater
Principles of Management	MGT 220	3	2	TBD
Human Resource Management	MGT 223	3	1	TBD
Principles of Marketing	MGT 230	3	2	TBD
Business Communication	MGT 233	3	1	TBD
Beginning Spanish I	SPA 101	4	1	Pope
Beginning Spanish II	SPA 102	4	2	Pope
Intermediate Spanish I	SPA 201	4	1	Pope
<u>Intermediate Spanish II</u>	<u>SPA 202</u>	<u>4</u>	<u>2</u>	<u>Pope</u>

**CONCURRENT ENROLLMENT ON HS CAMPUS**

Network & Cybersecurity Fundamentals	CNT 101	4	1	TBD
Cybersecurity Principles	CNT 105	3	1	TBD
A+ Computer Technician Certification	CNT 110	4	2	TBD
<u>Security+: Implement &amp; Maintain Network Security</u>	<u>CNT 135</u>	<u>3</u>	<u>2</u>	<u>TBD</u>



## INDEPENDENT CONSULTANT SERVICE CONTRACT

This Contract is made as of July 1, 2024, by and between Yavapai County Community College District d/b/a Yavapai College, ("College"), located at 1100 East Sheldon Street, Prescott, AZ 86301, and The Association of Community College Trustees ("Consultant") located at 1101 17<sup>th</sup> Street NW, Suite 300, Washington, DC 20036.

### W I T N E S S E T H

WHEREAS, College is desirous of obtaining professional consultant services in support of its goals and objectives; and

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

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

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

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

1. **Duties (Statement of Work).** Consultant shall provide College the services as described in Exhibits A, and per this Contract. Consultant shall be expected to work as needed to achieve the objectives agreed upon with College. Consultant shall make the services available to College at such times and for such periods of time as may be reasonably necessary in order to accomplish the intent of the immediately preceding sentences.
2. **Term.** The term of Contract is from July 1, 2024, through June 30, 2025. Upon expiration of the initial contract term, the contract shall automatically renew for up to four (4) additional one-year terms unless either party provides the other with notice of their desire not to renew no fewer than thirty (30) days prior to the end of the current Contract term. During any renewal term, the terms conditions and provisions set forth in this contract shall remain in effect unless modified via an amendment signed by both parties.
3. **Termination.** College may terminate this Contract prior to the expiration of the Term upon the occurrence of one of the following:
  - i. death; incapacity or illness of Consultant or any identified key employees which continues for at least ninety (90) days,
  - ii. any willful action by Consultant which is intended to adversely affect College, or

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

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

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

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

delivery of this Contract or by the performance of its duties hereunder.

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

**If to College:**

Yavapai College  
Procurement and Contract Services  
1100 E. Sheldon Street  
Prescott, AZ 86301  
[procurement@yc.edu](mailto:procurement@yc.edu)

**If to Consultant:**

The Association of Community College Trustees  
Attn: Colleen Allen  
1101 17<sup>th</sup> Street NW, Suite 300  
Washington, DC 20036  
[callen@acct.org](mailto:callen@acct.org)

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

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

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

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

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

The Association of Community College  
Trustees  
1101 17<sup>th</sup> Street NW, Suite 300  
Washington, DC 20036

Yavapai College  
Yavapai College  
1100 East Sheldon Street  
Prescott, AZ 86301

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jee Hang Lee

Name: Ed Lacasse

Title: President & CEO

Title: Director of Procurement & Contract  
Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## EXHIBIT A

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

For the sum of \$3,000 (three-thousand dollars) plus shipping expenses, the Association of Community College Trustees (ACCT) agrees to assist the Yavapai College (YC or College) District Governing Board with its 2024-2025 (with annual auto-renewals pursuant to section 2. "Term") president's evaluation process. In consultation with the Board Chair, ACCT will develop a presidential evaluation instrument, distribute a link to each member of the District Governing Board, collect the responses, prepare a confidential summary analysis, and submit a final report to the Board. The Board and the president of the Yavapai College will be responsible for the development, review, revision, and approval of the evaluation instrument.

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

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

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

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

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

**Electronic Signatures:**

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

**Fee:** The fee is to be paid in one increment of \$3,000, plus any applicable shipping charges. ACCT will invoice the College for the fee and shipping expenses upon submission of the report. The evaluation instrument and data collection will be completed early May of each year, with the ACCT summary analysis report completed and to the College by the third week of May each year of the Agreement.

\_\_\_\_\_  
Ed Lacasse, Director of Procurement & Corporate Services

\_\_\_\_\_  
Jee Hang Lee, President & CEO, ACCT

Date: \_\_\_\_\_

Date: \_\_\_\_\_