

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

Tuesday, May 12, 2020

Immediately after adjournment of budget adoption meeting (estimated time 1:30 p.m.)

**Online Only**

**The College is committed to protecting the health and safety of its students, employees, and other community members during the COVID-19 pandemic. Therefore, until further notice, all College District Governing Board meetings will be held online only. Member of the public may view the meetings on YouTube at the following link: <https://www.youtube.com/user/YavapaiCollege>**

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

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

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

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

**AGENDA**

- 1.0 General Functions: Procedural (Reference: Board Policy 3.4 Agenda Planning)
  - 1.1 Call to Order (Reference: Board Policy 3.4 Agenda Planning) {Time: 1}
  - 1.2 Pledge of Allegiance (Reference: Board Policy 3.4 Agenda Planning) {Time: 1}
  - 1.3 Adoption of Agenda – **DECISION** (Reference: Board Policy 3.4 Agenda Planning) {Time: 1}
  - 1.4 Board Minutes Approval – **DISCUSSION AND DECISION** (Reference: Board Policy 3.5.4 Secretary) {Time: 2}
    - 1.4.1 Regular Board Meeting Minutes – Monday, April 6, 2020 (*Attached*)
- 2.0 New Business: (Reference: Board Policy 3.2.1 Ownership Linkage)
  - 2.1 Consent Agenda – **DECISION** (Reference: Board Policy 3.4.3.4 Consent Agenda) {Time: 10}
    - 2.1.1 Receipt of Report on Revenues and Expenditures for March 2020 (*Attached*)
    - 2.1.2 Yavapai City Schools Dual Enrollment Class Schedule for 2020-2021 Academic Year (*Attached*)
    - 2.1.3 Intergovernmental Agreement with Charter School for 2020-2022 Academic Year (*Attached*)

- 2.1.4 Intergovernmental Agreement with School District for 2020-2022 Academic Year (*Attached*)
- 2.1.5 Intergovernmental Agreement with School District with Computer Network Technologies 2020-2022 Academic Year (*Attached*)
- 2.1.6 Intergovernmental Agreement with Mountain Institute Career and Technical Education District (*Attached*)
- 2.1.7 Intergovernmental Agreement with Valley Academy for Career and Technology Education (*Attached*)
  
- 2.2 District Governing Board Resolution 2020-03 – Dr. Clint Ewell - **INFORMATION, DISCUSSION, AND DECISION** (Reference: 4.3.3 President’s Authority) (*Attached*) {Time: 10}
  
- 2.3 President’s Monitoring Reports –**MONITORING, DISCUSSION, AND DECISION** (Reference: Board Policy 3.4.4 President Monitoring) {Time: 10}
  - 2.3.1 Policy 2 Executive Limitations (*Attached*)
  
- 2.4 Board Recognition of Yavapai College Staff – Board Chair Deb McCasland - **INFORMATION AND DISCUSSION** (Reference: Board Policy 2.8 Communication and Support to the Board) {Time: 5}
  
- 3.0 Information Business: (Reference: Board Policy 3.2.1 Ownership Linkage) –
  - 3.1 President’s Report **INFORMATION AND DISCUSSION** (Reference: Board Policy 2.8 Communication and Support to the Board) {Time: 15}
    - 3.1.1 Update on the College - Dr. Rhine
      - 3.1.1.1 2020 Commencement
      - 3.1.1.2 COVID-19 Transition
      - 3.1.1.3 Enrollment
    - 3.1.2 Faculty Senate – Dr. Jennifer Jacobson (*Attached*)
    - 3.1.3 Budget to Actual Monthly Report and Cash Reserves Monthly Report (*Attached*)
  
  - 3.2 Board Liaisons’ Reports – **INFORMATION AND DISCUSSION** (Reference: Board Policy 3.4 Agenda Planning) {Time: 10}
    - 3.2.1 Board Spokesperson – Board Chair McCasland
    - 3.2.2 Arizona Association of Community College Trustees (AACCT) – Board Chair McCasland and Member Sigafos
    - 3.2.3 Yavapai College Foundation – Member McCarver and Board Chair McCasland
  
  - 3.3 Dates and Time of Future Meetings and Events - **INFORMATION, DISCUSSION, AND DECISION** (Reference: Board Policy 3.4 Agenda Planning) {Time: 5}
    - 3.3.1 2020-2021 Draft Dates and Times, Future Meetings (*Attached*)
      - 3.3.1.1 Board Retreat August 14, 2020
    - 3.3.2 2019-2020 Dates, Times, and Places of Future Events (*Attached*)
  
- 4.0 EXECUTIVE SESSION – A.R.S. §38-431.03(A)(1), Review of President’s Annual Evaluation, Compensation, and Employment Agreement – **PROCEDURAL** (Reference: Board Policy 4.5 President Compensation and Benefits) {Time: 50}

- 5.0 Convene in Public Session with Possible Action RE: President's Evaluation and Consideration of President's Contract as a Result of Executive Session – **DECISION** (Reference: Board Policy 3.2 Board Job Description) {Time: 5}
- 6.0 Adjournment of Regular Meeting: Procedural - **DECISION** (Reference: Board Policy 3.4 Agenda Planning) {Time: 1}

# Item # 1.4.1

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

Monday, April 6, 2020  
1:00 p.m.

**Online Only**

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

**Member Present:**

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

**Administration Present:**

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

## MINUTES

- 1.0 General Functions: Procedural (Reference: Board Policy 3.4 Agenda Planning)
  - 1.1 Call to Order (Reference: Board Policy 3.4 Agenda Planning) {Time: 1}  
Chair McCasland called the Yavapai College District Governing Board Meeting to order at 12:58 p.m.
  - 1.2 Pledge of Allegiance (Reference: Board Policy 3.4 Agenda Planning) {Time: 1}  
The Pledge of Allegiance was led by Chair McCasland.
  - 1.3 Adoption of Agenda – **DECISION** (Reference: Board Policy 3.4 Agenda Planning) {Time: 1}  
**Member Chevalier moved, seconded by Member Sigafoos, to change the order of the agenda by considering agenda item 2.7 (District Governing Board Resolution) before agenda item 2.3 (2020-2021 Consideration of the Preliminary Budget). Motion carried unanimously.**  
  
**Member McCarver moved, seconded by Member Chevalier, to adopt the Governing Board agenda as modified. Motion carried unanimously.**
- 1.4 Board Minutes Approval – **DISCUSSION AND DECISION** (Reference: Board Policy 3.5.4 Secretary) {Time: 2}
  - 1.4.1 Regular Board Meeting Minutes – Tuesday, March 3, 2020 (*Attached*)  
**Member McCarver moved, seconded by Member Sigafoos, to approve the minutes of the District Governing Board meeting for Tuesday, March 3, 2020. Motion carried unanimously.**

- 2.0 New Business: (Reference: Board Policy 3.2.1 Ownership Linkage)
- 2.1 Consent Agenda – **DECISION** (Reference: Board Policy 3.4.3.4 Consent Agenda) {Time: 10}
- 2.1.1 Receipt of Report on Revenues and Expenditures for February 2020  
(*Attached*)
- Member Sigafos moved, seconded by Member McCarver, to approve the consent agenda items. Motion carried unanimously.**
- 2.2 President’s Monitoring Reports –**MONITORING, DISCUSSION, AND DECISION** (Reference: Board Policy 3.4.4 President Monitoring) {Time: 10}
- 2.2.1 Policy 2.6 Asset Protection (*Attached*)
- Member Sigafos requested that the administration correct the policy reference included on the Certification of Financial Records signature page and substitute the new page into the documents compiled and maintained for this monitoring report.
- Member Sigafos moved, seconded by Member McCarver, we have read the President’s Monitoring Report regarding Policy 2.6 Asset Protection, we believe that the interpretation of the policy provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we accept the Monitoring Report for Policy 2.6 Asset Protection. Motion carried unanimously.**
- 2.3 2020-2021 Consideration of the Preliminary Budget – Dr. Clint Ewell – **INFORMATION, DISCUSSION AND/OR DECISION** (Reference: Board Policy 3.7.1 Budget) (*Attached*) {Time: 45}
- Dr. Ewell gave a presentation on the 2020-2021 Consideration of the Preliminary Budget.
- 2.4 Verde Valley Skilled Trade Center Update – Dr. Clint Ewell – **INFORMATION AND DISCUSSION** (Reference: Board Policy 2.8 Communication and Support to the Board) {Time: 10}
- Dr. Ewell updated the Board on the status of the property on Highway 260 that the College had originally identified for the Verde Valley Skilled Trades Center.
- 2.5 President’s Evaluation Format – Board Chair Deb McCasland - **INFORMATION, DISCUSSION, AND DECISION** (Reference: Board Policy 4.2.2 President Performance) (*Attached*) {Time: 5}
- Member McCarver moved, seconded by Member Sigafos, to adopt the President’s Evaluation Form, with the addition of an evaluation of the President’s compliance with Executive Limitations, as monitored by the Board during the previous year. The evaluation process will comply with the following dates: April 20, 2002 – President’s Evaluation Packet submitted to the Board for completion, May 5, 2020 – the completed President’s Evaluation from the Board Members submitted to Attorney Lynne Adams for compilation, and May 12, 2020 – Board’s evaluation of the President in Executive Session. Motion carried unanimously.**

2.6 Suspend Board Policy Evaluations – Board Chair Deb McCasland - **DISCUSSION AND/OR DECISION** (Reference: Board Policy 3.1.4 Self-Evaluation) {Time: 10} **Member McCarver moved, seconded by Member Chevalier, to suspend the Board’s scheduled self-evaluation of compliance with policies to September 2020 and its review of policies and policy language until the Board has its next Board Retreat. Motion carried unanimously.**

2.7 District Governing Board Resolution – Board Chair Deb McCasland - **INFORMATION, DISCUSSION, AND DECISION** (Reference: 4.3.3 President’s Authority) (*Attached*) {Time: 10} **Member Chevalier moved, seconded by Member Sigafos, to accept the Resolution of the Yavapai County Community College District Governing Board Granting Authority to President to Respond to the COVID 19 Pandemic, with the last sentence of the resolution to be modified to read as follows: “This delegation of authority shall continue until terminated by further vote of the Board.” Motion carried unanimously.**

**Member Chevalier moved, seconded by Chair McCasland, to amend the Resolution of the Yavapai County Community College District Governing Board Granting Authority to President Respond to the COVID 19 Pandemic, to include the following sentence: “The Governing Board shall make the final decision regarding whether to return to in-person classroom instruction, if allowed to do so by the Government.” Motion failed (Aye: Chevalier; Nay: McCasland, McCarver, and Sigafos).**

3.0 Information Business: (Reference: Board Policy 3.2.1 Ownership Linkage) –

3.1 President’s Report **INFORMATION** (Reference: Board Policy 2.8 Communication and Support to the Board) {Time: 15}

3.1.1 Update on College on COVID-19– Dr. Rhine

Dr. Rhine gave a presentation on COVID-19 and the College’s response.

Mr. Hernandez gave an update on the economic development in the county in light of the COVID-19 pandemic.

3.1.2 Budget to Actual Monthly Report and Cash Reserves Monthly Report

(*Attached*)

The Budget to Actual Monthly Report and Cash Reserves Monthly Report is provided in the Board’s packet.

3.1.3 Faculty Senate – Dr. Jennifer Jacobson

Dr. Jacobson gave an update on Faculty Senate activities.

3.1.3.1 Faculty Report – Dr. Jeb Bevers and Student: Giovanni Hernandez (*Attached*)

Dr. Bevers gave a presentation on his research related to fossil sites in Arizona.

- 3.1.4 2020 Recognition of Faculty Emeritus Awardee: Mr. Stephen Mason  
(*Attached*)  
Dr. Rhine introduced the 2020 Faculty Emeritus, Mr. Stephen Mason. Mr. Mason gave a statement to the Board.
- 3.2 Board Liaisons Reports – **INFORMATION AND DISCUSSION** (Reference: Board Policy 3.4 Agenda Planning) {Time: 10}
- 3.2.1 Board Spokesperson – Board Chair McCasland  
Chair McCasland had nothing to report.
- 3.2.2 Arizona Association of Community College Trustees (AACCT) – Board Chair McCasland and Member Sigafos  
Chair McCasland had nothing to report.
- 3.2.3 Yavapai College Foundation – Member McCarver and Board Chair McCasland  
Member McCarver stated the next Yavapai College Foundation meeting would be April 15, 2020 via zoom.
- 3.3 Dates and Time of Future Meetings and Events - **INFORMATION AND DISCUSSION** (Reference: Board Policy 3.4 Agenda Planning) {Time: 5}
- 3.3.1 2019-2020 Dates, Times, and Places of Future Meetings (*Attached*)
- 3.3.2 2019-2020 Dates, Times, and Places of Future Events (*Attached*)
- 4.0 Adjournment of Regular Meeting: Procedural - **DECISION** (Reference: Board Policy 3.4 Agenda Planning) {Time: 1}  
**Member McCarver moved, seconded by Member Sigafos, to adjourn the meeting. Motion carried unanimously.**

**Regular meeting adjourned at 3:28pm.**

**Respectfully submitted:**

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**Yvonne Sandoval, Recording Secretary**

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**Date:**

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**Ms. Deb McCasland, Board Chair**

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**Dr. Patricia McCarver, Secretary**

# Item # 2.1.1

## **YAVAPAI COLLEGE**

### **FINANCIAL UPDATE**

March 2020

#### **FY2018-2019 Close and Audit**

- The year-end close for FY2018-19 was done in November 2019.
- The auditors began their field work on October 14, 2019. The audit report (Comprehensive Annual Financial Report) was issued in mid-December 2019 in time to qualify for the Certificate of Achievement for Excellence in Financial Reporting award from the Government Finance Officers Association (GFOA).
- The Comprehensive Annual Financial Report (CAFR) for FY2018-19 was presented to the Board in February 2020.

#### **FY 2019-2020 Budget**

##### **General Fund**

- Total property taxes collected have historically, on average, been approximately .4% less than the levy. We expect this trend to continue.
- Tuition and fees is projected to come in near budget for the fiscal year based upon a slight increase in fall and spring enrollments, off-set by 'free' credits 13 through 15 for full-time students.
- State appropriations will exceed the budget because of an additional \$1,761,300 of appropriation granted to the District by the State, subsequent to the Board approving the budget. The additional appropriation will be used to fund non-recurring expenses.

##### **Auxiliary Fund**

- The Auxiliary Fund is comprised of Auxiliary Enterprises primarily intended to furnish services to students, staff and the public. The majority of the District's Auxiliary Enterprises exist to furnish non-core goods or services to students and employees, charging a fee directly related to, although not necessarily equal to, the cost of the goods or services. Examples include the Bookstore, Food Services, and Housing. The remaining Auxiliary Enterprises are those non-instructional services provided primarily to benefit individuals and groups external to the institution, charging a fee directly related to, although not necessarily equal to, the cost of the goods or services. An example is Community Events. While each Auxiliary Fund operation is managed as a self-supporting activity, the District historically and currently transfers funds from the General Fund to the Auxiliary Fund to subsidize various operations. As the District manages this subsidy it strives to offer these DGB-End-driven services with the charging of reasonable prices.

- The Auxiliary fund is projected to be over budget for the fiscal year because of the disruption of auxiliary services (e.g. FEC, Community Events, Edventures) due to the COVID-19 pandemic. The overage will be covered by the expected surplus in the General fund.

#### Unexpended Plant Fund

- The Unexpended Plant Fund currently has a small surplus and is expected to be within budget for the fiscal year.

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

**For the Nine Months Ended March 31, 2020  
Fiscal Year 2019-2020**

**District Governing Board**

**Fiscal Year 2019-20 Budget:**

**\$ 174,800**

	<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>	
<b>EXPENDITURES (note 1):</b>					
Salary Expenses	Staff Support	\$ 35,849	\$ 9,820	\$ 45,669	
AJ Crabill	Consulting & Facilitation	9,362	-	9,362	
Association of Community College Trustees	Membership, Conference Fees & Training	8,602	1,500	10,102	
Deborah McCasland	Travel	2,602	-	2,602	
Govern for Impact	Membership & Conference Fees	11,210	-	11,210	
HF Group LLC	Binding	560	-	560	
Lisa Rhine	Travel	2,375	-	2,375	
Osborn Maledon PA	Legal Counsel	41,635	-	41,635	
Ourboardroom Technologies	Software Maintenance	11,500	-	11,500	
Paul Chevalier	Travel	329	-	329	
Ray Sigafoos	Travel	2,891	-	2,891	
Sodexo Inc.	Food Supplies	1,822	4,178	6,000	
Steve Irwin	Travel	2,722	-	2,722	
Supplies/Other	Various Vendors	951	-	951	
The Governance Coach	Consulting	653	-	653	
VVTV	Board Meeting Broadcast	1,250	-	1,250	
YC Printing Services	Printing	2,580	-	2,580	
				<u>152,391</u>	
<b>Remaining Budget - March 31, 2020</b>					<b><u>\$ 22,409</u></b>

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





**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT**

**GENERAL FUND - TOP FIFTEEN EXPENDITURES BY ACCOUNT**

**For the Nine Months Ended March 31, 2020 - 75.0% of the Fiscal Year Complete**

**Fiscal Year 2019-2020**

<u>Expenditures By Account</u>	<u>Year to Date (As of 3/31/20)</u>	<u>Prior Year (As of 3/31/19)</u>	<u>Percent Change</u>	
Salary and Benefites	\$ 28,353,706	\$ 27,139,405	4.5%	
Maintenance Contracts - Software	1,212,137	1,188,708	2.0%	
Electricity	784,764	866,653	-9.4%	
Scholarship Expense	744,809	800,454	-7.0%	
Contractual Services - Other	616,547	551,893	11.7%	<b>1</b>
Liability Insurance	340,488	346,724	-1.8%	
Supplies - Software/Licenses	327,118	328,593	-0.4%	
Supplies - General	290,861	307,075	-5.3%	
Supplies - Instructional	281,015	261,496	7.5%	
Advertising Services	222,560	240,759	-7.6%	
Water/Sewage/Garbage	217,189	231,474	-6.2%	
Supplies - Computer/Phone/Tech	216,411	146,507	47.7%	<b>2</b>
Natural Gas	187,720	191,963	-2.2%	
Conference/Training Registration Fees	167,639	178,489	-6.1%	
Other	1,576,768	1,366,040	15.4%	<b>3</b>
	<u>\$ 35,539,732</u>	<u>\$ 34,146,233</u>	<u>4.1%</u>	

- 1** - Contractual Services increased by 11.7% due to two new consulting engagements that did not exist in the prior year. They are as follows:
- Insidetrack Inc. was contracted with to improve student enrollment, persistence, graduation rates, and to provide training to YC staff.
  - The Arbinger Institute was contracted to provide outward mindset training to all employees to improve collaboration, employee engagement and accountability.
- 2** - This increase is due to the timing of purchases compared to the prior year and should level out in the upcoming months. Most of these expenses originate from Information Technology Services.
- 3** - Other represents over 60 accounts that include items such as printing, merchant credit card fees, supplies (e.g. custodial, HVAC), travel, telephone/internet, and equipment maintenance contracts.

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT**

**REPORT OF REVENUES AND EXPENDITURES**

**For the Nine Months Ended March 31, 2020 - 75.0% of the Fiscal Year Complete**

**Fiscal Year 2019-2020**

**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	\$ 8,612,625		\$ 8,612,625	\$ 11,150,000	77.2%
State Grants and Contracts	172,157		172,157	240,500	71.6%
Private Gifts, Grants and Contracts	909,058		909,058	945,400	96.2%
Proposition 301 Funds	540,098		540,098	760,000	71.1%
State Appropriation - STEM Workforce	527,326		527,326	703,100	75.0%
Fund Balance Applied to Budget	-		-	90,000	0.0%
Reimbursement Due	-		-	N/A	N/A
<b>TOTAL REVENUES</b>	<b>10,761,264</b>		<b>10,761,264</b>	<b>13,889,000</b>	<b>77.5%</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	\$ 1,637,768	\$ 280,763	\$ 146,724	\$ 1,771,807	\$ 2,842,100	62.3%
Student Services	1,104,805	183,091	183,091	1,104,805	1,505,100	73.4%
Scholarships	7,640,571	-	-	7,640,571	9,383,100	81.4%
Public Service	129,424	20,685	20,685	129,424	158,700	81.6%
<b>TOTAL EXPENDITURES</b>	<b>10,512,568</b>	<b>484,539</b>	<b>350,500</b>	<b>10,646,607</b>	<b>13,889,000</b>	<b>76.7%</b>
<b>SURPLUS/(DEFICIT)</b>				<b>\$ 114,657</b>		

**COMMENTS:**

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

Third quarter STEM Workforce appropriation was received in January 2020.

**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, 2020 - 75.0% of the Fiscal Year Complete**

**Fiscal Year 2019-2020**

**AUXILIARY FUND**

	<u>Budgeted Revenues</u>	<u>Budgeted Expenses</u>	<u>Budgeted Surplus/ (Deficit)</u>	<u>Actual Revenues</u>	<u>Actual Expenditures and Non-Labor Encumbrances</u>	<u>Year-to-date Surplus/ (Deficit)</u>
<b>AUXILIARY ENTERPRISES</b>						
Residence Halls and Summer Conferences	\$ 1,298,900	\$ 383,400	\$ 915,500	\$ 1,186,646	\$ 277,673	\$ 908,973
Transfer To Debt Fund to Pay Revenue Bonds	(403,900)	-	(403,900)	(302,925)	-	(302,925)
Subtotal - Residence Halls and Summer Conferences	895,000	383,400	511,600	883,721	277,673	606,048
Bookstore Rental and Commissions	165,000	-	165,000	122,148	-	122,148
Food Service & Vending	63,000	218,000	(155,000)	51,930	153,306	(101,376)
Edventures	75,000	100,400	(25,400)	62,607	122,278	(59,671)
Winery - Tasting Room	175,000	308,900	(133,900)	151,706	238,291	(86,585)
Family Enrichment Center	592,200	722,700	(130,500)	400,579	531,547	(130,968)
Community Events	698,000	974,000	(276,000)	705,992	943,518	(237,526)
Musical Productions	170,000	149,600	20,400	315,589	353,563	(37,974)
SBDC (Federal Grant Match Requirement)	-	94,700	(94,700)	-	82,337	(82,337)
Yavapai College Foundation	375,200	375,200	-	293,858	293,858	-
Other Auxiliary Enterprises	157,600	118,300	39,300	176,717	144,897	31,820
Fund Balance Applied to Budget	100,000	-	100,000	75,000	-	75,000
General Fund Transfer In	1,170,000	-	1,170,000	877,500	-	877,500
Contingency	-	100,000	(100,000)	-	-	-
Facilities & Administrative Allocation	-	1,090,800	(1,090,800)	-	818,100	(818,100)
	<u><b>4,636,000</b></u>	<u><b>4,636,000</b></u>	<u><b>-</b></u>	<u><b>4,117,347</b></u>	<u><b>3,959,368</b></u>	<u><b>157,979</b></u>

**Comments:**

The Budget currently has a surplus of \$157,979.

**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, 2020 - 75.0% of the Fiscal Year Complete**

**Fiscal Year 2019-2020**

**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	\$ 6,423,543		\$ 6,423,543	\$ 8,590,500	74.8%		
Primary Property Taxes - Contingency	-		-	(45,000)	0.0%		
Investment Income	119,316		119,316	90,000	132.6%		
Other	44,794		44,794	30,000	149.3%		
Fund Balance Applied to Budget	934,800		934,800	934,800	100.0%		
General Fund Transfer In	3,800,000		3,800,000	3,800,000	100.0%		
<b>TOTAL REVENUES</b>	<b>11,322,453</b>		<b>11,322,453</b>	<b>13,400,300</b>	<b>84.5%</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>EXPENDITURES (Note 1):</b>							
Preventative Maintenance		\$ 1,260,691	\$ 1,037,249	\$ -	\$ 2,297,940	\$ 3,974,000	57.8%
Unplanned Maintenance		135,731	49,239	-	184,970	262,500	70.5%
Capital Improvement Projects		2,414,603	3,073,550	-	5,488,153	5,237,700	104.8%
Equipment		1,504,098	1,340,293	-	2,844,391	3,307,400	86.0%
Furniture and Fixtures		176,125	29,963	-	206,088	257,500	80.0%
Library Books		68,361	21,265	-	89,626	98,700	90.8%
Operating Contingency		-	-	-	-	262,500	0.0%
<b>TOTAL EXPENDITURES</b>		<b>5,559,609</b>	<b>5,551,559</b>	<b>-</b>	<b>11,111,168</b>	<b>13,400,300</b>	<b>82.9%</b>
<b>SURPLUS/(DEFICIT)</b>					<b>211,285</b>	<b>-</b>	

**COMMENTS:**

The Budget currently has a surplus of \$211,285.

**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, 2020 - 75.0% of the Fiscal Year Complete**

**Fiscal Year 2019-2020**

**DEBT SERVICE FUND**

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
<b>REVENUES:</b>					
Secondary Property Taxes	\$ 3,155,075		\$ 3,155,075	\$ 4,218,600	74.8%
Secondary Property Taxes - Contingency	-		-	(30,000)	0.0%
Investment Income	35,685		35,685	25,000	142.7%
General Fund Transfer In	1,082,325		1,082,325	1,443,100	75.0%
Auxiliary Fund Transfer In	302,925		302,925	403,900	75.0%
Fund Balance Applied to Budget	350,000		350,000	500,000	70.0%
<b>TOTAL REVENUES</b>	<b>4,926,010</b>		<b>4,926,010</b>	<b>6,560,600</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>EXPENDITURES (Note 1):</b>						
General Obligation Bonds						
Principal Payments	\$ -	\$ 3,360,000	\$ -	\$ 3,360,000	\$ 4,480,000	75.0%
Interest Payments	115,300	57,650	-	172,950	230,600	75.0%
Pledged Revenue Obligations						
Principal Payments	-	870,000	-	870,000	1,160,000	75.0%
Interest Payments	141,550	70,775	-	212,325	283,100	75.0%
Revenue Bonds						
Principal Payments	-	243,750	-	243,750	325,000	75.0%
Interest Payments	39,448	19,727	-	59,175	78,900	75.0%
Bank Fees	1,800	-	-	1,800	3,000	60.0%
<b>TOTAL EXPENDITURES</b>	<b>298,098</b>	<b>4,621,902</b>	<b>-</b>	<b>4,920,000</b>	<b>6,560,600</b>	<b>75.0%</b>
<b>SURPLUS/(DEFICIT)</b>				<b>\$ 6,010</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.

# Item # 2.1.2

## Dual Enrollment Classes currently expected for 2020-21

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

### Bagdad Unified School District #20

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR
Basic Carpentry I	CBT 100	8	3	Rose
Basic Residential Electrician	CBT 115	3	3	Rose
Microsoft Office for Windows	CSA 126	3	2	Myers
Culinary Principles	CUL 101	4	1	Rose
Culinary Fundamentals: Hot Foods	CUL 102	4	2	Rose
Culinary Fundamentals: Breakfast & Garde Manger	CUL 103	4	1	Rose
Culinary Fundamentals: Baking & Pastry	CUL 104	4	2	Rose
College Mathematics	MAT 142	3	1	Diehl
Elementary Statistics	MAT 167	3	2	Diehl
Precalculus	MAT 187	5	3	Diehl
Supervision Techniques	MGT 120	3	1	Myers
Principles of Management	MGT 220	3	1	Myers
Human Resources Management	MGT 223	3	2	Myers
Oxyacetylene	WLD 130	4	2	Stamey
Arc I	WLD 140	4	1	Stamey
Arc II	WLD 145	4	2	Stamey
Blueprint Reading	WLD 156	4	1	Stamey
Gas Metal Arc Welding	WLD 210	4	1	Stamey
Welded Metal Fabrication	WLD 250	4	2	Stamey

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

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Nursing Assistant	AHS 114	5	3	Vallely	20
College Composition I	ENG 101	3	1	Leveron	22
College Composition II	ENG 102	3	2	Leveron	22

College Math	MAT 142	3	1	Larson
Precalculus	MAT 187	5	3	TBD
Beginning Spanish I	SPA 101	4	1	Van Oss
<u>Beginning Spanish II</u>	<u>SPA 102</u>	<u>4</u>	<u>2</u>	<u>Van Oss</u>

#### CONCURRENT ENROLLMENT ON HS CAMPUS

Introduction to Computer Networking Technology	CNT 100	3	1	Sanderlin
Cybersecurity Principles	CNT 105	3	1	Sanderlin
A+ Computer Technician Certification	CNT 110	4	1	Sanderlin
Network+: Networking Technologies Certification	CNT 115	4	2	Sanderlin
Introduction to Windows Server	CNT 120	3	2	Sanderlin
<u>Security+: Implement &amp; Maintain Network Security</u>	<u>CNT 135</u>	<u>3</u>	<u>2</u>	<u>Sanderlin</u>

## **Camp Verde Unified School District #28**

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Auto/Diesel Preventative Maintenance	AUT 100	2	2	Tudor	
Auto/Diesel Electrical Systems	AUT 109	4	1	Tudor	
Auto Engine Repair	AUT 153	4	2	Tudor	
AUT 109 and 153 alternate with AUT 123 and 126					
College Composition I	ENG 101	3	1	Lawrence	22
College Composition II	ENG 102	3	2	Lawrence	22
College Mathematics	MAT 142	3	1	Lewis	
Elementary Statistics	MAT 167	3	2	Lewis	
Precalculus	MAT 187	5	3	Andrews	
Calculus & Analytic Geometry I	MAT 220	5	1	Andrews	
Calculus & Analytic Geometry II	MAT 230	5	2	Andrews	
<u>First Aid/CPR/AED &amp; Safety</u>	<u>PHE 153</u>	<u>2</u>	<u>1</u>	<u>Tudor</u>	

## **Chino Valley Unified School District #51**

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Horticulture Fall Production	AGS 250	4	3	Hicks	

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	Kingsley	22
College Composition I	ENG 101	3	1	Reiman	22
College Composition II	ENG 102	3	2	Kingsley	22
College Composition II	ENG 102	3	2	Reiman	22
British Literature 1798 to Present	ENG 212	3	1	Kingsley	
American Literature 1865 to Present	ENG 241	3	2	Kingsley	
College Mathematics	MAT 142	3	1	Isenberg	
Elementary Statistics	MAT 167	3	2	Isenberg	
Precalculus	MAT 187	5	3	Isenberg	
<u>Calculus and Analytic Geometry I</u>	<u>MAT 220</u>	<u>5</u>	<u>3</u>	<u>Isenberg</u>	

#### CONCURRENT ENROLLMENT ON HS CAMPUS

Introduction to Computer Networking Technology	CNT 100	3	1	Riley	
A+ Computer Technician Certification	CNT 110	4	1	Riley	
Network+: Networking Technologies Certification	CNT 115	4	2	Riley	
<u>Security+: Implement &amp; Maintain Network Security</u>	<u>CNT 135</u>	<u>3</u>	<u>2</u>	<u>Riley</u>	

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

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

## Mingus Union High School District #4

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Introductory Equine Science	AGE 100	4	1	Banuelos	
Introduction to Animal Industry	AGS 120	4	1 & 2	Banuelos	
Aquaculture Science	AGS 261	4	2	Banuelos	
Auto/Diesel Preventative Maintenance	AUT 100	2	2	Hooton	
Auto/Diesel Electrical Systems	AUT 109	4	1	Hooton	
Automotive Brakes	AUT 123	4	1	Hooton	
Auto/Diesel Suspension & Steering	AUT 126	4	2	Hooton	
Auto Engine Repair	AUT 153	4	2	Hooton	
College Composition I	ENG 101	3	1	McKean	22
College Composition II	ENG 102	3	2	McKean	22
College Mathematics	MAT 142	3	1	Mai	
Elementary Statistics	MAT 167	3	2	Mai	
Precalculus	MAT 187	5	3	Mahendran	
Calculus & Analytic Geometry I	MAT 220	5	1	Mai	
Calculus & Analytic Geometry II	MAT 230	5	2	Mai	
Oxyacetylene	WLD 130	4	2	Lamer	
Arc I	WLD 140	4	1	Lamer	
Arc II	WLD 145	4	2	Lamer	
Blueprint Reading	WLD 156	4	2	Lamer	
Gas Tungsten Arc Welding	WLD 200	4	1	Lamer	
Gas Metal Arc Welding	WLD 210	4	1	Lamer	
Welded Metal Fabrication	WLD 250	4	2	Lamer	

## Mountain Institute CTED #02

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Culinary Fundamentals: Breakfast & Garde Manger	CUL 103	4	1	Rose	
Culinary Fundamentals: Baking & Pastry	CUL 104	4	2	Rose	

# Prescott Unified School District #1

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Auto/Diesel Preventative Maintenance	AUT 100	2	2	Predmore	24
Auto/Diesel Electrical Systems	AUT 109	4	1	Predmore	24
Automotive Brakes	AUT 123	4	1	Predmore	24
Auto/Diesel Suspension & Steering	AUT 126	4	2	Predmore	24
Auto Engine Repair	AUT 153	4	2	Predmore	24
College Composition I	ENG 101	3	1	Willard	22
College Composition II	ENG 102	3	2	Willard	22
Animation Principles	FMA 100	3	1	TBD	
Stop Motion Animation	FMA 113	3	2	TBD	
College Mathematics	MAT 142	3	2	Atherton	
College Algebra	MAT 152	3	1	Atherton	
Elementary Statistics	MAT 167	3	2	Atherton	
Precalculus	MAT 187	5	3	Atherton	
Management Techniques	MGT 120	3	1	Brown	
Principles of Management	MGT 220	3	2	Brown	
Human Resource Management	MGT 223	3	2	Brown	
Business Communication	MGT 233	3	1	Brown	
Beginning Spanish I	SPA 101	4	1	Boehle	
Beginning Spanish II	SPA 102	4	2	Boehle	
Intermediate Spanish I	SPA 201	4	1	Boehle	
Intermediate Spanish II	SPA 202	4	2	Boehle	

## CONCURRENT ENROLLMENT ON HS CAMPUS

Introduction to Computer Networking Technology	CNT 100	3	1	Cutter
A+ Computer Technician Certification	CNT 110	4	1	Cutter
Network+: Networking Technologies Certification	CNT 115	4	2	Cutter
Security+: Implement & Maintain Network Security	CNT 135	3	2	Cutter

## Northpoint Expeditionary Learning Academy

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Juvenile Justice Procedure	AJS 212	3	1	Carey	
Serial Killers and Mass Murder	AJS 225	3	2	Carey	
AJS 212 and 192 or 226 alternate with AJS 101 and 225					
College Composition I	ENG 101	3	1	TBD	22
College Composition II	ENG 102	3	2	TBD	22

## Sedona-Oak Creek Joint Unified School District #9

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Biology Concepts	BIO 100	4	3	Scamihorn	

## Seligman Unified School District #40

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

## Tri-city College Preparatory High School

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Environmental Biology	BIO 105	4	3	Dufour	
Introduction to Computer Networking Technology	CNT 100	3	1	Halvorson	
Network+: Networking Technologies Certification	CNT 115	4	2	Halvorson	
CNT 100 and 115 alternate with CNT 110 and 135					
College Composition I	ENG 101	3	1	Kauffman	22
College Composition II	ENG 102	3	2	Kauffman	22
College Mathematics	MAT 142	3	1	Irvine	
Elementary Statistics	MAT 167	3	2	Irvine	
Precalculus	MAT 187	5	3	Irvine	
Calculus & Analytic Geometry I	MAT 220	5	1	Irvine	
Calculus & Analytic Geometry II	MAT 230	5	2	Irvine	

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

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Nursing Assistant	AHS 114	5	1 & 2	Amoscato	12
Basic Carpentry I	CBT 100	8	1	Black	20
Basic Carpentry II	CBT 110	8	2	Black	20
Basic Residential Electrician	CBT 115	3	1	Black	20
Basic Residential Plumbing	CBT 125	3	2	Black	20
Intro to Education	EDU 200	3	1	TBD	16
Cultural Diversity in Education	EDU 210	3	1	TBD	16
Intro to the Exceptional Learner	EDU 222	3	2	TBD	16
Hazardous Materials First Responder Operations	FSC 104	2	1	Darby	17
Firefighter I & II Certification Academy	FSC 105	12	3	Darby	17
<u>Basic Wildland Firefighting</u>	<u>FSC 155</u>	<u>3</u>	<u>2</u>	<u>Darby</u>	<u>17</u>

## Western Maricopa Education Center #402

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Auto/Diesel Preventative Maintenance	AUT 100	2	1	Martinez	
Diesel Engine Repair Technology	AUT 108	4	1	Martinez	
Auto/Diesel Electrical Systems	AUT 109	4	2	Martinez	
Auto/Diesel Heating & Air Conditioning	AUT 128	4	2	Martinez	
Auto/Diesel Manual Drive Trans	AUT 124	4	1	Martinez	
Auto/Diesel Suspension & Steering	AUT 126	4	1	Martinez	
Diesel Braking Systems	AUT 135	4	2	Martinez	
Diesel Engine Performance	AUT 225	4	2	Martinez	

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

This Intergovernmental Agreement (“Agreement”) is entered into between Yavapai County Community College District (“College”), and [redacted] (“Charter School”) (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 Charter School 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.

Charter School 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 Charter School 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, 2022 (“Term”).

#### 4. OBLIGATIONS OF COLLEGE

##### 4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to Charter School juniors and seniors, and to freshman and sophomore students subject to Paragraph F in this Section 4.1, who meet College’s prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to Charter School 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 Charter School 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 annually 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. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to 25% of the students enrolled in Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course, which shall comply with A.R.S. § 15-1821.01(2)(b). College shall report all exceptions and the justification for each exception as required by A.R.S. § 15-1821.01(2)(b).

- G. College will provide to Charter School 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.
- H. 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.
- I. 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. Charter School will provide College with the State Student ID number for each student as provided in Section 5.1(G).
- J. 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 Charter School 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 Charter School, 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 Charter School as necessary to review Dual Enrollment Course outlines and Charter School'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 Charter School with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

C. College will provide Charter School 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 Charter School and College. Pursuant to the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”), and applicable regulations, Charter School 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 Charter School of a student’s need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with Charter School to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act (“IDEA”), as applicable. College shall work with Charter School in determining appropriate accommodations or special education services; however, Charter School 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 Charter School of any of its legal duties under applicable Federal or State law, including but not limited to Charter School’s obligations relating to child find, evaluation, and placement of students with disabilities.

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

#### **4.6 Reporting**

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

### **5. OBLIGATIONS OF CHARTER SCHOOL**

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

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

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

E. The Charter School Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.

F. Charter School will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. Charter School shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

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

## **5.3 Assessment and Monitoring**

Charter School 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 Charter School's high school scope and sequence to review and amend the course outlines as necessary.

## **5.4 Policy and Procedure**

A. Charter School 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 Charter School 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 Charter School, 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. Charter School will ensure that each instructor of Dual Enrollment Courses agrees to be subject to Charter School 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. Charter School 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 Charter School and College. Pursuant to FERPA and applicable regulations, Charter School 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**

Charter School will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. Charter School shall work with College in determining appropriate accommodations or special education services. Charter School 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. This Agreement does not relieve Charter School of any of its legal duties under applicable Federal or State law, including but not limited to Charter School's obligations relating to child find, evaluation, and placement of students with disabilities.

## **5.6 Reporting**

Charter School will provide to College in a timely fashion any data or other information that is required for the submission of any and all reports required by A.R.S. § 15-1821.01.

## **5.7 Facilities and Funding**

A. Charter School 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 annually by College.

## **6. MUTUAL AGREEMENTS**

### **6.1 Instructor**

A. Throughout the term of this Agreement, an instructor provided by Charter School shall remain an employee of Charter School, and shall be subject to the terms and conditions of the instructor's employment contract and Charter School policy, but shall also be subject to continuing approval by College. Should a Charter School instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and Charter School, 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 Charter School policy. Should a College instructor violate School District procedure or policy, Charter School 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 Charter School 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 Charter School and shall follow the schedule and calendar of classes applicable for Dual Enrollment Courses, as established by Charter School and approved by College.

### **6.3 Removal from Course**

Charter School 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 Charter School policies. College shall have the right to request Charter School to remove a student from a Dual Enrollment Course.

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

Charter School 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 Charter School and College. Charter School and College must mutually agree if any student who is not a student of Charter School 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 Charter School for the services of a qualified instructor provided by Charter School or, alternatively, College may provide a qualified instructor to deliver any Dual Enrollment Course.

#### **6.6 Guidelines**

Charter School and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of Charter School 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 Charter School 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 annually by College.

#### **7.2 Supplies**

Charter School 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 Charter School.

### **7.3 Tuition**

A. Either the student or Charter School 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 annually by College. In addition, College may offset tuition payments owed to College by Charter School with payments due from College to Charter School.

C. Charter School 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**

Charter School 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 Charter School 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 Charter School for the program shall be retained by Charter School.

## **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, constitute 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. LEGALWORKER 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 Dept.  
1100 E. Sheldon Street  
Prescott, AZ 86301

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If to Charter School:

COLLEGE

CHARTER SCHOOL

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

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By:  
Title:

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Date

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Date

**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.

The number of students admitted for any Dual Enrollment Course shall not shall not exceed a maximum of TBD (listed below if applicable) students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance.

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

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX	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)*

- Charter District shall provide and pay all instructors.
- College shall provide and pay all instructors.
- Each party shall provide and pay for instructors as follows:

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**2. PAYMENTS TO THE CHARTER SCHOOL**

For each course for which the Charter School provides and pays for the instructor, the College shall pay the Charter School 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.)*

**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 ninety-five to two hundred Dollars (\$95 to \$200) 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-three to four hundred eighty-two Dollars (\$143 to \$482) 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-2021.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 Charter School 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 Charter School 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.	Charter <input checked="" type="checkbox"/> Student <input type="checkbox"/>

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

*Check the appropriate line:*

- Charter School is responsible for payment of costs to the College.
- Each student is responsible for payment of costs to the College.

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

- A. Charter School is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent Charter School deems appropriate; and
- B. Charter School 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 Charter School 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 CHARTER SCHOOL AND COLLEGE**

The Charter School 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.

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

Invoices to be sent to the Charter School:  
*(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 Charter School:  
*(Specify percentage or dollar amount)*  
\$0

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

# Item # 2.1.4

**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 [redacted] (“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, 2022 (“Term”).

#### 4. OBLIGATIONS OF COLLEGE

##### 4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph F in this Section 4.1, who meet College’s prerequisites.

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

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

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit A attached to this Agreement, which shall be updated annually 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. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to 25% of the students enrolled in Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course, which shall comply with A.R.S. § 15-1821.01(2)(b). College shall report all exceptions and the justification for each exception as required by A.R.S. § 15-1821.01(2)(b).

- G. 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.
- H. 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.
- I. 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(G).
- J. 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 Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act (“IDEA”), as applicable. College shall work with School District in determining appropriate accommodations or special education services; however, School District shall 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 other personnel in the area of compliance with the Americans with Disabilities Act (“ADA”) and the Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

#### **4.6 Reporting**

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

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

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

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

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

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the 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. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.

F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's 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 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall 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. 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 Reporting**

School District will provide to College in a timely fashion any data or other information that is required for the submission of any and all reports required by A.R.S. § 15-1821.01.

## **5.7 Facilities and Funding**

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, 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 annually 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 annually 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 annually 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, constitute 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. LEGALWORKER 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 Dept.  
1100 E. Sheldon Street  
Prescott, AZ 86301

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**If to School District:**

COLLEGE

SCHOOL DISTRICT

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

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By:  
Title:

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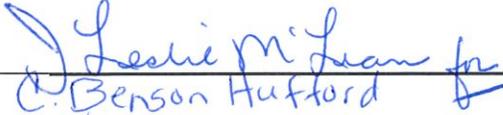
Date

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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: C. Benson Hufford  
Title: Attorney  
Counsel for Yavapai County Community  
College District  
Dated: 4/30/20

\_\_\_\_\_  
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.

The number of students admitted for any Dual Enrollment Course shall not exceed a maximum of TBD (listed below if applicable) students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance.

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

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX	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:  Yavapai College will provide and pay for the instructor(s) for the CNT classes 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.)*

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

**TUITION:**

No tuition is charged for Dual Enrollment classes, except for CNT classes which are \$122 per credit. College tuition in non-Dual Enrollment classes varies based on discipline for in-state students. The tuition rates range from ninety-five to two hundred Dollars (\$95 to \$200) 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-three to four hundred eighty-two Dollars (\$143 to \$482) 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-2021.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 costs to the College.

Each student is responsible for payment of costs 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.

Payments 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

**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 [redacted] (“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, 2022 (“Term”).

#### 4. OBLIGATIONS OF COLLEGE

##### 4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph F in this Section 4.1, who meet College’s prerequisites.

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

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

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit A attached to this Agreement, which shall be updated annually 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. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to 25% of the students enrolled in Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course, which shall comply with A.R.S. § 15-1821.01(2)(b). College shall report all exceptions and the justification for each exception as required by A.R.S. § 15-1821.01(2)(b).

- G. 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.
- H. 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.
- I. 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(G).
- J. 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 Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act (“IDEA”), as applicable. College shall work with School District in determining appropriate accommodations or special education services; however, School District shall 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 other personnel in the area of compliance with the Americans with Disabilities Act (“ADA”) and the Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

#### **4.6 Reporting**

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

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

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

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

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

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the 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. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.

F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's 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 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall 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. 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 Reporting**

School District will provide to College in a timely fashion any data or other information that is required for the submission of any and all reports required by A.R.S. § 15-1821.01.

## **5.7 Facilities and Funding**

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, 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 annually 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 annually 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 annually 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, constitute 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. LEGALWORKER 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 Dept.  
1100 E. Sheldon Street  
Prescott, AZ 86301

---

**If to School District:**

COLLEGE

SCHOOL DISTRICT

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

---

By:  
Title:

---

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: Leslie M. Jean for  
C. Benson Hufford  
Title: Attorney  
Counsel for Yavapai County Community  
College District  
Dated: 4/30/20

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.

The number of students admitted for any Dual Enrollment Course shall not exceed a maximum of TBD (listed below if applicable) students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance.

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

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX	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.)*

**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 ninety-five to two hundred Dollars (\$95 to \$200) 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-three to four hundred eighty-two Dollars (\$143 to \$482) 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-2021.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 <u>X</u> Student _____

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

*Check the appropriate line:*

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

Payments 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

# Item # 2.1.6

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

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

Witnesseth;

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

Whereas, on September 20, 2016, JTED and the COLLEGE executed the FIRST AMENDMENT to replace in full ADDENDUM #4 and;

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

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

Whereas, on August 29, 2019, CTED and the COLLEGE executed the FOURTH AMENDMENT to replace in full ADDENDUM #4 and;

Whereas, CTED and the COLLEGE each desire to replace in full ADDENDUM #4 with the Attached Exhibit “A” UPDATED ADDENDUM #4 to the FIFTH AMENDMENT to update Program Course Fees for the 2020-21 academic year, and;

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

1. Addendum #4 is updated under revised Exhibit “A” to this FIFTH AMENDMENT, which is attached hereto and incorporated herein by reference.
2. Except as expressly amended herein, the pricing, terms and conditions set forth in said original AGREEMENT shall remain in full force and effect.

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

FOR MOUNTAIN INSTITUTE CTED:

FOR YAVAPAI COUNTY COMMUNITY  
COLLEGE DISTRICT:

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

By: \_\_\_\_\_  
Deb McCasland

Title: Chief Executive Administrator

Title: District Governing Board Chair

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

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

FIFTH AMENDMENT EXHIBIT A  
 UPDATED ADDENDUM #4  
 CTED Programs

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

<b><u>ERN #</u></b>	<b><u>Course Title</u></b>	<b><u>Credits</u></b>	<b><u>Tuition</u></b>
AHS 100	Fundamentals of Health Care	3	\$366
AHS 114	Nursing Assistant	5	\$610
AHS 130	Medical Terminology	3	\$366
AUT 100	Automotive/Diesel Preventative Maintenance	2	\$244
AUT 105	Introduction to Auto Body Repair	4	\$488
AUT 106	Automotive/Motorcycle Custom Painting	3	\$366
AUT 107	Autographics/Airbrushing	3	\$366
AUT 109	Auto/Diesel Electrical Systems	4	\$488
AUT 110	Advanced Airbrushing Techniques	3	\$366
AUT 111	Autobody Welding and Collision Repair	3	\$366
AUT 115	Auto Body and Paint Project	2	\$244
AUT 122	Automatic Transmissions & Transaxles	4	\$488
AUT 123	Automotive Brakes	4	\$488
AUT 126	Auto/Diesel Suspension & Steering	4	\$488
AUT 153	Auto Engine Repair	4	\$488
AUT 275	Basic Automotive Upholstery	3	\$366
AUT 276	Advanced Upholstery	2	\$244
AVT 108	Pre-Aviation Groundschool	3	\$1575
AVT 119	Pre-Aviation Flight Simulation	2	\$525
AVT 122	Fundamentals of Air Traffic Control	3	\$366
AVT 123	Air Traffic Control Tower Procedures	3	\$366
AVT 124	Fund of Air Traffic Control Radar Operation	3	\$366
CBT 100	Basic Carpentry I	8	\$976
CBT 110	Basic Carpentry II	8	\$976
CNC 101	CNC Machine Operator	2	\$244
CNC 102	CNC Machine Set Up	2	\$244
CNC 201	Computer Aided Programming for CNC Machining	3	\$366
CNC 202	3-D Programming & Rapid Prototyping for CNC	4	\$488
CPD 104	Career & Personal Development	3	\$366
CSA 126	Microsoft Office	3	\$285
EGR 102	Introduction to Engineering	3	\$366
ELT 101	Basic Electricity: AC & DC	4	\$488
ELT 130	Introduction to Robotics	3	\$366
ELT 141	Electrical Apparatus	4	\$488
ELT 183	Digital Circuits	3	\$366
ELT 201	Introduction to Linework I	2	\$244
ELT 202	Field Training I (Lineworker)	6	\$732
ELT 211	Introduction to Linework II	2	\$244
ELT 212	Field Training II (Lineworker)	6	\$732

EMS 120	Basic First Aid, CPR and AED	0.5	\$61
HIM 173	Legal & Ethical Aspects of HIM	2	\$244
IPT 110	Industrial Shop Practices	3	\$366
MET 100	Introduction to Manufacturing Technology	4	\$488
MTC 105	Introduction to Motorcycle & UTV Technology	3	\$366
MTC 215	Motorcycle and UTV Repair Procedures	3	\$366
PPT 120	Energy Industry Fundamentals	3	\$366
UAS 100	Introduction to UAS	3	\$366
UAS 103	UAS Simulations	3	\$366
UAS 110	UAS Fixed-Wing Systems	4	\$488
UAS 115	UAS Multirotor Systems	4	\$488
UAS 132	UAS Flight Operations	4	\$488
WLD 130	Oxyacetylene	4	\$488
WLD 140	Arc I	4	\$488
WLD 145	Arc II	4	\$488
WLD 156	Blueprint Reading	4	\$488
WLD 210	Gas Metal Arc Welding	4	\$488

# Item # 2.1.7

## **FOURTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN VALLEY ACADEMY FOR CAREER AND TECHNOLOGY EDUCATION AND YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT FOR EDUCATIONAL PROGRAMS**

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

Witnesseth:

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

Whereas, on June 14, 2017, JTED and COLLEGE executed a FIRST AMENDMENT to incorporate programs and courses for the 2017-18 academic year contained within Addendum #8, and;

Whereas, on June 19, 2018, JTED and COLLEGE executed a SECOND AMENDMENT to incorporate programs and courses for the 2018-19 academic year contained within Addendum #4, and;

Whereas, on July 9, 2019, JTED and COLLEGE executed a THIRD AMENDMENT to incorporate programs and courses for the 2019-20 academic year contained within Addendum #4, and;

Whereas, JTED and the COLLEGE each desire to extend this agreement, as allowed under Article V. 'STANDARD PROVISIONS', Section E, for an additional four (4) year term to commence on July 1, 2020 and shall expire on June 30, 2024 with future addendums added as determined necessary and as executed in writing by both parties, and;

Whereas, JTED and the COLLEGE each desire to replace in full ADDENDUM #4 with the attached Exhibit "A" UPDATED ADDENDUM #4 to this FOURTH AMENDMENT to update Program Course Fees for the 2020-21 academic year, and;

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

1. The IGA is extended for an additional four (4) year term to commence on July 1, 2020 and shall expire on June 30 2024.
2. Updated Addendum #4 is updated under revised Exhibit "A" to the FOURTH AMENDMENT, which is attached hereto and incorporated herein by reference.
3. Except as expressly amended herein, the pricing, terms and conditions set forth in said original AGREEMENT shall remain in full force and effect.

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

FOR VALLEY ACADEMY FOR CAREER COLLEGE AND TECHNOLOGY EDUCATION:

FOR YAVAPAI COUNTY COMMUNITY DISTRICT:

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

By: \_\_\_\_\_  
Deb McCasland

Title: VACTE Board Chairman

Title: District Governing Board Chair

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

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

AMENDMENT 4 EXHIBIT A  
UPDATED ADDENDUM #4

JTED Programs

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

<b><u>ERN #</u></b>	<b><u>Course Title</u></b>	<b><u>Credits</u></b>	<b><u>Tuition</u></b>
AHS 100	Fundamentals of Health Care	3	\$366
AHS 105	Phlebotomy	2	\$244
AHS 116	Caregiver Bridge	1.5	\$183
AHS 296	Internship: Allied Health Services	3	\$366
CNC 101	CNC Machine Operator	2	\$244
CNC 102	CNC Machine Set-up	2	\$244
CUL 101	Culinary Principles	4	\$488
CUL 102	Culinary Fundamentals: Hot Foods	4	\$488
CUL 103	Culinary Fundamentals: Breakfast & Garde Manger	4	\$488
CUL 104	Culinary Fundamentals: Baking & Pastry	4	\$488
ELT 101	AC/DC	4	\$488
ELT 130	Intro to Robotics	3	\$366
ELT 183	Digital Circuits	3	\$366
IPT 110	Industrial Shop Practices	3	\$366
PSY 101	Introductory Psychology	3	\$285

# Item # 2.2

## YAVAPAI COLLEGE DISTRICT GOVERNING BOARD

**RESOLUTION NO. 2020-03**

A RESOLUTION OF THE YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2021 ANNUAL BUDGETED EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

### RECITALS:

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

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

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

### ENACTMENTS:

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

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

SECTION 2. Dr. Clint Ewell is hereby designated as the College's Chief Fiscal Officer for purposes of officially submitting the fiscal year 2021 ABELR to the Arizona Auditor General's Office on the governing body's behalf.

PASSED AND ADOPTED by the Yavapai County Community College District Governing Board, this 12th day of May, 2020 .

**Approved as to form:**

\_\_\_\_\_  
Ms. Deb McCasland , Board Chair

\_\_\_\_\_  
Ms. Lynne Adams, College Legal Counsel

## President's Monitoring Report Executive Limitations 2.0 – Executive Limitations May 2020

### Executive Limitations 2.0 – Executive Limitations

The President shall not cause or allow any practice, activity, decision or organizational circumstance that is unlawful, unethical, or imprudent.

### President's Interpretation:

All College employees must strive to achieve the highest quality in fulfilling their job responsibilities. All must be cognizant of and abide by current legal aspects related to their specific roles; be versed in and practice ethical behavior; and be knowledgeable and support all College policies. It is expected that all employees will behave in a manner that is in alignment with the mission of Yavapai College and the Ends Statements established annually by the Board.

### Supporting Evidence:

Many of the College policies were created to align college practices with state and federal legal requirements. Because of the many professional roles and responsibilities performed at the college, the comprehensive list of legal expectations for employees is summarized in [College Policy 2.19](#), Code of Ethics, which begins "As an organization, Yavapai College will conduct its business in compliance with laws and regulations and use good judgment in following ethical principles." For academic year 2019-2020 to date, there have not been any documented performance management issues related to Policy 2.19

In addition, the college conducts training every year on a variety of legal and ethical topics. In FY19-20, the College offered training on Preventing Sexual Harassment, Accommodating Disabilities, Data Security, and Conflicts of Interest with full-time employee participation rates of 98% per topic. In addition to these courses, supervisors were assigned an additional course regarding Diversity and Inclusion which was completed by 99% of supervisors

Finally, College Policy [2.21](#), Performance Expectations and Corrective Action, has been established to provide formal feedback to employees whose behavior is not consistent with College policies. Essentially, it is a 3-step process with verbal feedback, written feedback, then termination. Per Human Resources records, this process resulted in 15 written warnings and one involuntary termination in FY19-20 to date.

### President's Conclusion:

I report compliance.

**Presidential Monitoring Worksheet for Executive Limitations Policies**

**Policy 2.0 – Executive Limitations**

**Compilation - May 2020**

<b>Executive Limitation 2.0</b>	<b>Executive Limitations</b> The President shall not cause or allow any practice, activity, decision or organizational circumstance that is unlawful, unethical, or imprudent.	
Is the interpretation reasonable?	YES <b>4</b>	NO
Does the data show accomplishment of the interpretation?	YES <b>4</b>	NO
Is there sufficient evidence to indicate compliance with the Executive Limitation policy?	YES <b>4</b>	NO
Based upon your review of the monitoring report, should this Executive Limitation policy be amended?	YES	NO <b>4</b>
Comments: <b>McCasland: Clear expectations and processes are found in 2.19 and 2.221 to guide employees desiring to be in compliance.</b>		

**SHADED ITEMS** should be discussed at the meeting.

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

## **2.0 Executive Limitations Motion Options**

Receipt of President's Monitoring Report - Executive Limitation 2.0 - MONITORING, DISCUSSION, AND/OR DECISION

### 2.0 Executive Limitations

The President shall not cause or allow any practice, activity, decision or organizational circumstance that is unlawful, unethical, or imprudent.

#### MOTION OPTIONS:

1. If Board intends to accept Monitoring Report:

We have read the President's Monitoring Report regarding Policy 2.0, we believe that the interpretation of the policy provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we accept the Monitoring Report for Policy 2.0.

2. If Board intends to not accept Monitoring Report:

If for Unreasonable Interpretation:

We have read the President's monitoring report regarding Policy 2.0 and we believe that the interpretation of the policy provided is not reasonable. Therefore, I move that we not accept the Monitoring Report for Policy 2.0. I move that the President provide the Board with a new Monitoring Report for Policy 2.0 [at the X board meeting] [within X amount months] that includes a new interpretation.

If for Insufficient Evidence:

We have read the President's monitoring report regarding Policy 2.0 and we believe that the interpretation of the policy provided is reasonable, but we do not believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we not accept the Monitoring Report for Policy 2.0. I move that the President provide the Board with a new Monitoring Report for Policy 2.0 [at the X board meeting] [within X amount months] that provides sufficient evidence to support the conclusion of compliance.

## Faculty Response to COVID-19



31 of our 112 full-time faculty had never taught online before.

Faculty moved 554 classes from totally face-to-face to online.

- Experiences of faculty:
  - Staunch anti-online instructor moved online!
  - Ceramics at home
  - Practicing the dialectical method via Zoom
  - Moving chemistry symbols online
  - Video chat from the fish hatchery

Question

What product would result from the reaction shown?

Correct Answer

# Riders Read



- Rebecca Skloot's talk via Zoom and YC's YouTube page was a hit!
- 182 unique YC log-ins on Zoom, 500 watched it live on YouTube and 3,000 have watched the recording since April 17<sup>th</sup>.



# Item # 3.1.3

## Yavapai College Budget to Actual Status by Fund March 2020

The President's Monthly report below provides a brief financial status of each of the District's five funds for the period July 1, 2019, through March 31, 2020.

Source: Monthly Revenue and Expenditure  
Financial Reports

### General Fund



For the nine months ended March 31, 2020, the General Fund has a surplus of \$2,694,700. This is primarily the result of tuition and fee revenues being recorded for the spring 2020 semester and an additional appropriation granted to the District by the State, subsequent to the Board approving the budget.

For the fiscal year ended June 30, 2020, General Fund revenues are projected to be over budget by \$1,681,300 mostly due to an additional appropriation granted to the College by the State, subsequent to the Board approving the budget, and expenditures are projected to be under budget by \$144,000, resulting in a net surplus of \$1,825,300. The additional appropriation will be used to fund non-recurring expenses.

### Auxiliary Fund



For the nine months ended March 31, 2020, the Auxiliary Fund has a surplus, however, the Auxiliary fund is projected to be over budget for the fiscal year because of the disruption of auxiliary services (e.g. FEC, Community Events, Edventures etc.) due to the COVID-19 pandemic. The overage, estimated to be approximately \$275,000, will be covered by the expected surplus in the General fund.

### Unexpended Plant Fund



For the nine months ended March 31, 2020, the Unexpended Plant Fund has a surplus of \$211,300.

For the fiscal year ended June 30, 2020, 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, 2020, the Restricted Fund has a small surplus and is expected to be below budget for the fiscal year.

## Debt Service Fund

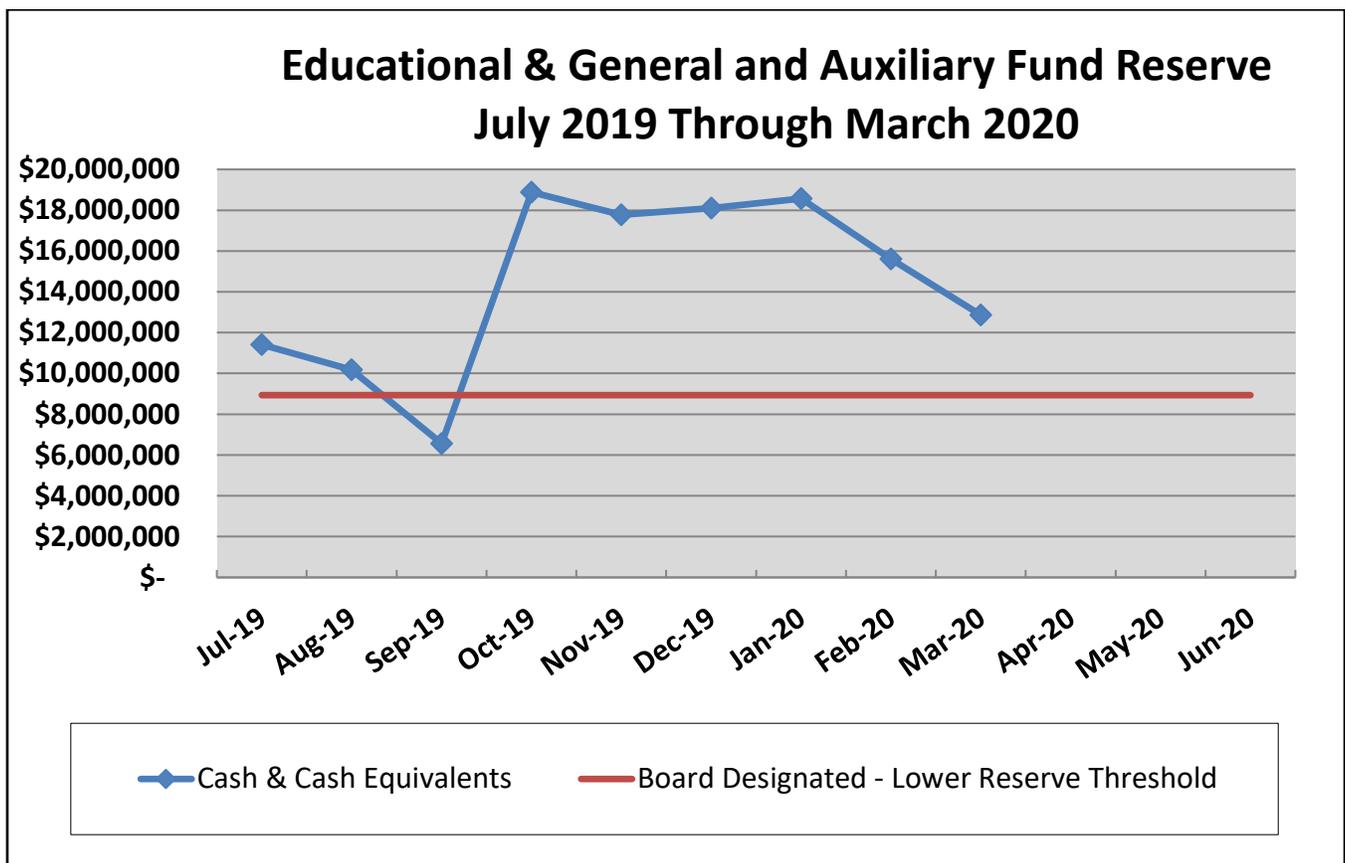


The Debt Service Fund accounts for the monies used to pay the interest and principal on the District's long-term bonds. College debt is at fixed rates of interest—for the nine months ended March 31, 2020, there were no variances from budget.

## Yavapai College Cash Reserves March 2020

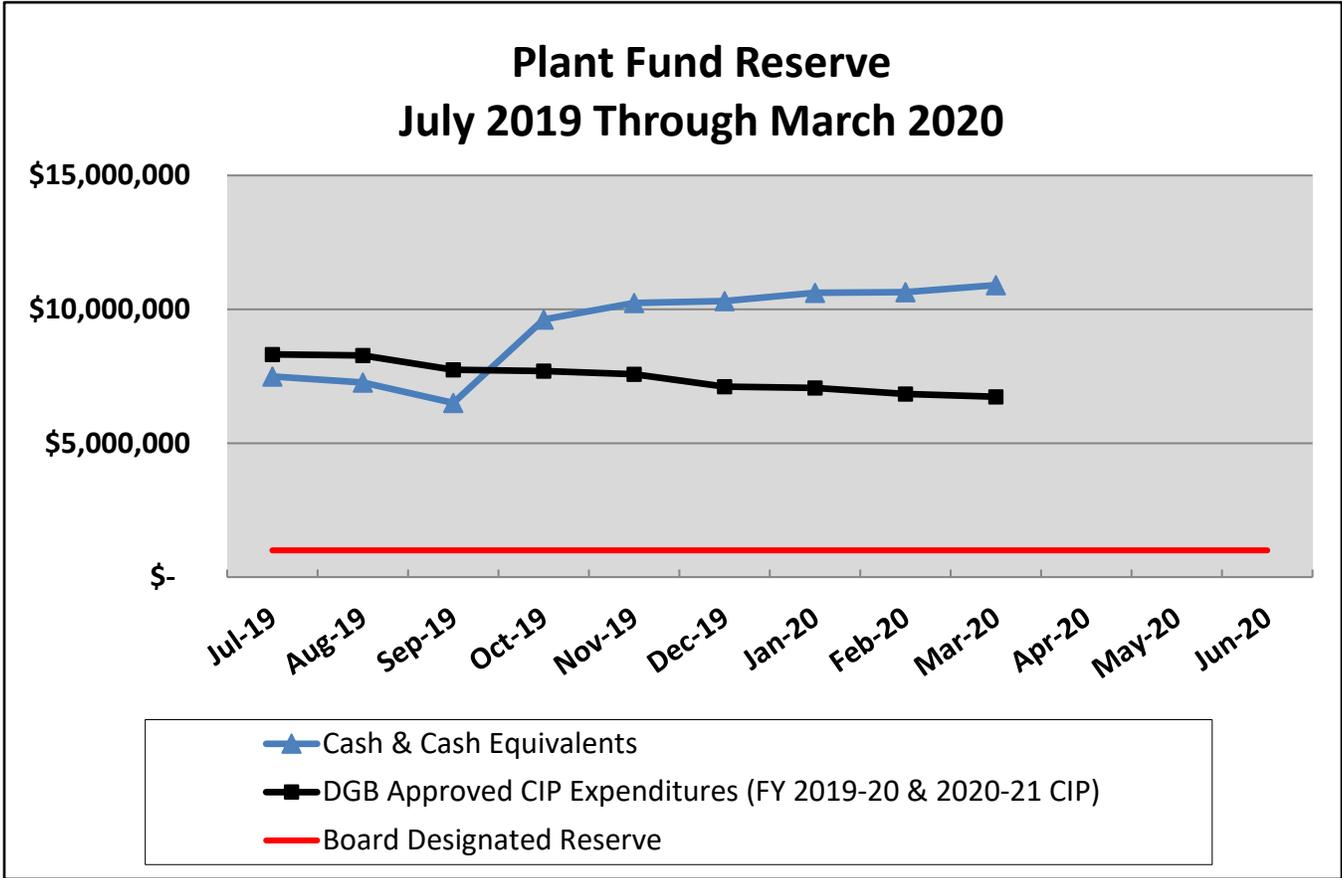
The President's monthly report on cash reserves below displays the District's reserves from July 1, 2019, through March 31, 2020, in relation to the District Governing Board's (DGB) reserve requirements.

Source: Banner Finance



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

For the period July 1, 2019, through March 31, 2020, Current Fund reserves have been in compliance with the DGB's reserve requirements with the exception of September when Reserves temporarily dropped below the DGB's reserve requirements. This dip sometimes occurs two times per year, September and March, during the months preceding the collection of property taxes by the county.



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

For the period July 1, 2019, through March 31, 2020, Plant Fund reserves have exceeded the DGB's \$1,000,000 designated reserve and are currently above the amount of monies needed to cover the next fifteen months of CIP that have been approved by the DGB.

# Item # 3.3.1

<b>DATES AND PLACES OF FUTURE MEETINGS – FY 2020-2021</b>	
<b>TYPE OF MEETING</b>	<b>DATE/DAY/TIME/LOCATION</b>
<b>JUNE 2020– NO BOARD MEETINGS</b>	
<b>JULY 2020– NO BOARD MEETINGS</b>	
<b>Board Retreat*</b>	<b>August 14, 2020 Friday, Time 9 a.m. – 4 p.m. Location: TBA</b>
<b>Regular Board Meeting</b>	<b>September 8, 2020, Tuesday, 1:00 p.m. Location: TBA</b>
<b>Regular Board Meeting</b>	<b>October 13, 2020 Tuesday, 1:00 p.m. Location: TBA</b>
<b>Regular Board Meeting</b>	<b>November 10, 2020, Tuesday, 1:00 p.m. Location: TBA</b>
<b>New Board Member/Orientation &amp; Board Workshop</b>	<b>December 8, 2020, Tuesday, TBA Location: TBA</b>
<b>Budget Workshop/Regular Meeting</b>	<b>January 12, 2021, Tuesday 9:00 a.m. Location: TBA</b>
<b>Regular Board Meeting</b>	<b>January 12, 2021, Tuesday, 1:00 p.m. Location: TBA</b>
<b>Regular Board Meeting</b>	<b>February 9, 2021, Tuesday, 1:00 p.m. Location: TBA</b>
<b>Regular Board Meeting</b>	<b>March 9, 2021, Tuesday, 1:00 p.m. Location: TBA</b>
<b>Regular Board Meeting</b>	<b>April 13, 2021, Tuesday, 1:00 p.m. Location: TBA</b>
<b>Regular Board Meeting</b>	<b>May 11, 2021, Tuesday, 1:00 p.m. Location: TBA</b>
<b>JUNE 2021 NO REGULAR BOARD MEETING</b>	
<b>JULY 2021 NO REGULAR BOARD MEETING</b>	

\*Regular Board Meeting not held on the typical 2<sup>nd</sup> Tuesday of the month.

# Item # 3.3.2

DATES AND PLACES OF EVENTS – FY 2019-2020	
TYPE OF EVENT	DATE/DAY/TIME/LOCATION
Verde Valley Commencement	May 10, 2019, Friday, 6:00 p.m. Location: Verde Valley Campus Mabery Pavilion
Nursing Pinning Ceremony	May 11, 2019, Saturday, 1:00 p.m. Location: Prescott Campus – Performing Arts Center
Prescott Commencement	May 11, 2019, Saturday, 6:00 p.m. Location: Prescott Campus – Performing Arts Center
YC GED Graduation	May 18, 2019, Saturday, 1:30 p.m. Location: Prescott Campus – Performing Arts Center
Northern Arizona Regional Training Academy (NARTA) Commencement	May 23, 2019, Thursday – 11:00 a.m. Location: Prescott Campus – Performing Arts Center
President’s Picnic	June 14, 2019, Friday 10a.m. – 2:00 p.m. Location: Cottonwood – Riverfront Park
Fall Convocation	August 12, 2019, Monday 8:30 – 4:30 p.m. Location: Prescott Campus – Performing Arts Center
AACCT Conference	September 6, 2019, Friday – September 8, 2019 Sunday Location: Hassayampa Inn
ACCT Leadership Congress	October 16, Wednesday – October 19 2019, Saturday Location: San Francisco, California
Northern Arizona Regional Training Academy (NARTA) Commencement	December 12, 2019, Thursday – 11:00 a.m. Location: Prescott Campus – Performing Arts Center
Nursing Pinning Ceremony	December 13, 2019, Friday – 3:00 p.m. Location: Prescott Campus – Performing Arts Center
All Arizona Academic Team Luncheon	February 27, 2020 Thursday – 12:30 p.m. Location: TBA, Phoenix, AZ
Annual Scholarship Reception	Cancelled
Annual Scholarship Reception	Cancelled
ACCT Governance Leadership Institute	Cancelled
<b>Making a Comeback ACCT Webinar Series: <i>Planning for the Changing Labor Market</i></b>	<b>May 7, 2020 Thursday – 11AM</b> <b>Location: Virtual Webinar</b>
<b>Tech Student Pinning Ceremony</b>	<b>Postponed</b>
<b>Verde Valley Commencement</b>	<b>Postponed</b>
<b>Prescott Commencement</b>	<b>Postponed</b>
<b>Nursing Pinning Ceremony</b>	<b>Postponed</b>
<b>Northern Arizona Regional Training Academy (NARTA) Commencement</b>	<b>Postponed</b>
<b>Making a Comeback ACCT Webinar Series: <i>Bridging K-12 to College Transcripts</i></b>	<b>May 20, 2020 Wednesday – 11AM</b> <b>Location: Virtual Webinar</b>
<b>Making a Comeback ACCT Webinar Series: <i>Contingency Planning for Fall</i></b>	<b>June 3, 2020 T Wednesday – 11AM</b> <b>Location: Virtual Webinar</b>
<b>Govern for Impact (GFI) Conference</b>	<b>June 18, 2020 Thursday – June 20, 2020 Saturday</b> <b>Location: Virtual Webinar</b>
<b>ACCT Leadership Congress</b>	<b>September 30, Wednesday – October 3, 2020, Saturday</b> <b>Location: Chicago, Illinois</b> <b>*Early Bird Registration Ends Friday July 24!!!</b>