

Yavapai College
District Governing Board
Board Workshop

Tuesday, September 7, 2021
9:00 a.m.

Prescott Valley Center
3800 North Glassford Hill Road
Prescott Valley, Arizona 86314

Please note: This meeting of the District Governing Board is scheduled to be held over three days – on September 7, 8 and 9, 2021. Although the Board has attempted to allocate the items that it will address to a specific day, it may address the agenda items that appear on any of the three day’s agendas at any time during its three day meeting. For example, it may not have ample time to address all of the items on the September 7 meeting agenda and will address them instead on September 8 or 9. It may also move items from the September 8 or 9 agendas to be considered on September 7. **The meeting is a continuing meeting, and items appearing on any of the agendas may be considered by the Board at any time during the meeting.**

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

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

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

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

AGENDA

1. General Functions: Procedural
 - a. Call to Order {Time: 1}
 - b. Adoption of Agenda – **DECISION** {Time: 1}
2. Study Session
 - a. Yavapai County Education Service Agency - Mr. Tim Carter, Yavapai County School Superintendent - **INFORMATION AND DISCUSSION** {Time: 90}
 - b. Strengthening Our Team – Chair Deb McCasland – **INFORMATION AND DISCUSSION** {Time: 60}

- c. District Governing Board Responsibility – Chair Deb McCasland – **INFORMATION, DISCUSSION, AND DECISION** (*Attached*) {Time: 10}
 - d. Annual Board Goals – Chair Deb McCasland - {Time: 5}
 - i. Advocacy and Community Relations Plan for *Yavapai County Board of Supervisors*- **INFORMATION** (*Attached*)
 - e. Board Liaisons’ Reports – **INFORMATION AND DISCUSSION** {Time: 10}
 - i. Board Spokesperson – Board Chair McCasland
 - ii. Arizona Association of Community College Trustees (AACCT) – Board Chair McCasland and Member Sigafos
 - iii. Yavapai College Foundation –Board Chair McCasland
3. Board Business
- a. District Governing Board Policy Manual Edits (*Attached*)
 - i. 101 College Priorities - **DISCUSSION AND DECISION** (*Attached*) {Time: 5}
 - ii. 201 Asset Protection - **DISCUSSION AND DECISION** (*Attached*) {Time: 5}
 - iii. 202 Communication & Support to the Board - **DISCUSSION AND DECISION** (*Attached*) {Time: 5}
 - iv. 203 Employee Compensation & Benefits - **DISCUSSION AND DECISION** (*Attached*) {Time: 5}
 - v. 204 Financial Conditions - **DISCUSSION AND DECISION** (*Attached*) {Time: 5}
 - vi. 205 Personnel and Students- **DISCUSSION AND DECISION** (*Attached*) {Time: 5}
 - vii. 206 Planning - **DISCUSSION AND DECISION** (*Attached*) {Time: 5}
 - viii. 301 Board Budget - **DISCUSSION AND DECISION** (*Attached*) {Time: 5}
 - ix. 302 Board Chairperson Role & Authority - **DISCUSSION AND DECISION** (*Attached*) {Time: 5}
 - x. 303 Board Committee - **DISCUSSION AND DECISION** (*Attached*) {Time: 5}
 - xi. 304 Board Elections & Appointments - **DISCUSSION AND DECISION** (*Attached*) {Time: 5}
 - b. Executive Session
 - i. A.R.S. §38-431.03(A)(7), Discussion and Consultation With College Representatives Regarding Potential Purchase of Real Property in Prescott Valley– **PROCEDURAL** {Time: 60}
 - c. Convene in Public Session
 - i. Possible Action: Confirm Instructions to College Representatives Regarding Negotiations for Potential Purchase of Real Property in Prescott Valley, as the Result of Executive Session – **DECISION** {Time: 5}
 - d. Consent Agenda – **DECISION** {Time: 5}
 - i. Intergovernmental Agreement with the Department of Economic Security (*Attached*)
 - ii. 2021-2022 Schedule for President’s Reports related to Board Policy – Edited (*Attached*)
4. Adjournment of Board Workshop: Procedural - **DECISION** {Time: 1}

Yavapai College
District Governing Board

Board Responsibilities

1. Protect the Institution.
2. Carry out the Mission.
3. Plan for the College's Future.
4. Support the President and help the President be Successful.

Division of Responsibilities

Board	President
Defines "Priorities"	Defines "How"
Makes Policy	Executes
Provides Oversight	Implements

Yavapai College District Governing Board
2021-2022

ADVOCACY AND COMMUNITY RELATIONS PLAN

<p>YAVAPAI COUNTY BOARD OF SUPERVISORS MASTER MEETING LIST DATES</p>	<p>Board Member Attendance <i>(Please circle your name if you want to attend)</i></p>
<p>Wednesday, October 6, 2021 9:00am 1015 Fair St., Prescott, AZ</p>	<p>Sigafoos McCasland Chevalier Kuknyo Padilla</p>

Agenda Item: 3.a.

From: Mr. Ray Sigafos, Board Secretary

Rather than try to wordsmith the entire package I would like to have the following circulated as my input to the process.

The old policy manual has been replaced with a new, more verbose version. As far as I can see most of the previous policies are preserved but re-worded for the most part.

What bothers me is that the "Thou shall not" proscriptive language has been supplanted with a lot of "you shall do" type pronouncements. As a simplistic example the proscription "not to act illegally" results in the requirement you shall act legally without setting the limitations on all actions. To turn this into "you shall act legally" opens up the world for a wide variety of "act legally in this regard" resulting in a proliferation of cases where acting legally is permissible. How many legal actions are there? In other words one policy has turned into a potential myriad of policies that prescribe each variation possible of legal action. This puts the President in the position of having to come to the Board every time she needs to do something that is not explicitly in the policies. This opens the door to micro-managing of the President by the Board. That should not be the Board's agenda under any circumstances.

Policies can be numerous or slimmed down; this has happened to the Board in the past. The ebb and flow depends on the climate at the time. What we are talking about is executive LIMITATIONS not executive PERMISSIONS. If we go too far down that path then the Board will be in a position to constantly redefining what the President CAN do. This will inevitably limit her ability to respond to changing needs and priorities. I wonder how effective her responses to COVID last Spring and Summer would have been if she was required to convene a Board meeting and attempt to bring the Board up to speed for each series of decisions regarding the College's COVID responses should have been. The Board's role should be oversight of decisions not crafting those decisions.

I know that there is strong emphasis on "thou shall not" language in the Carver model. This follows the principle that disallowing something implies that the act of doing something other than what is proscribed is by definition allowable. There is a long history of crafting limitations in the fashion of "thou shall not." The Bill of Rights to the US Constitution contains "thou shall not" language for Congress throughout the document. The 10 Commandments in the Hebrew Bible adopted as the Old Testament of the Christian canon contain many "thou shall not" pronouncements. Love thy neighbor would be an expectation that proves the rule.

I am not advocating a strict adherence to the Carver model. That ship has sailed. What I am advocating is to not throw the baby out with the bath water so to speak. The emphasis in our policy manual should be on limitations not permissions.

PROPOSED CHANGES TO NEWEST POLICY MANUAL

Submitted by Paul Chevalier

8/4/21

At the beginning add a Vision Statement and a Mission Statement.

Why have these?

These statements explain our aspirations to the public in a concise manner. They help us focus on what is really important, and provide a basis for developing a strategic plan.

Vision Statement

Provide residents with the best community college education possible.

Mission Statement

Provide residents with excellent educational opportunities conveniently, equitably, transparently, with instruction as nearly free of cost as possible.

Note: The Arizona Constitution specifies that university instruction shall be as nearly free of cost as possible. The Arizona Supreme Court in 1935 interpreted this to mean that fees could be neither excessive nor unreasonable. The Arizona Board of Regents (ABOR) considers resident undergraduate tuition that is among the lower one-third of the 50 states' senior public institutions to meet these criteria.

College Priorities

Delete first paragraph. This is covered in the Mission Statement.

Priority 1: Education

Only change in first sentence is to delete the words 'at an affordable price.' The Mission Statement already covers this.

Then continue with the current a., b and c.

Priority 2 No change

Priority 3 Delete

Absolutely nothing in the Arizona Statutes indicates that it was the intent of the legislature to have community colleges prioritize providing social and cultural opportunities to county residents. The Arizona legislation that created our community college makes it clear that our responsibility is to provide education to Yavapai County residents.

It we delete this Priority it does not mean that the college cannot perform the activities included there under.

There are also several categories included in this priority that could be placed under Priority 1. i.e. student music, visual and performing arts and athletics.

Moreover, the college by statute is allowed to and does currently engage in nonpriority activities that are relevant to our mission, i.e. dormitories, cafeterias and bookstores. I believe some Priority 3 activities, such as art galleries, Literary Southwest and Edventures are also relevant to our mission.

There are a few activities performed under Priority 3. that are not relevant to our mission. For example, resident use of the pool area, fitness center and tennis courts or commercial cultural performances for residents in the Performing Arts

Center. Those activities should be identified as commercial and paid for solely by the users with the college breaking even or making a profit. Taxpayers should not be made to pay for these.

All these activities under Priority 3 can properly continue if done in the manner stated above but they should not be listed as a Priority of the Board. Our priority concerns educating residents of Yavapai County.

Asset Protection

In first sentence after the word ‘consultants’ add the word ‘volunteers’ (this was in the previous policy manual).

Financial Conditions

Action as follows:

6. Consider changing the percentage and dollar amounts of minimum fund reserves. These may or may not be still realistic. Need college financial input here.

10. Clarify. This seems to say that the President can enter into a lease agreement for **any** amount **as long as** it is for less than one year (i.e. \$10,000,000? for 11 months) and, **in addition** can enter into a lease agreement for as many years as the President agrees to (i.e. 100?) so long as it will not be for more than \$200,000 a year. If I am reading this correctly I believe it has to be toned down. For example consider this as a substitute:

“The President, without Board approval, may enter into any lease agreement of a duration up to five years that does not exceed \$200,000 per year. No more than five such lease agreements may be in effect at the same time without Board approval.”

Personnel and Students

Modify first paragraph as follows: words in CAPS are those substituted or added.

“With respect to the treatment of persons in the Yavapai College community, the College President SHALL (instead of will) create, MAINTAIN (added word) and ONLY (added word) allow conditions AT THE COLLEGE (added for clarity) which are lawful, ethical, FAIR (this word was in the previous version), safe and respectful.”

New Policy Additional Presidential Responsibilities

“The President shall:

1. be responsible for the College’s compliance with all applicable laws, rules, policies and regulations of the Arizona Constitution, State of Arizona, the U.S. Government, local taxing authorities and of the Yavapai Community College Governing Board.
2. fulfill all the duties delegated to the Presidency by the Governing Board in this Policy Manual or by formal Board motions.
3. maintain the level of education and other services the college provides on an equitable basis for residents living on each side of Mingus Mountain based on the proportion of the total county population living on each side as established by the US census in effect.
4. comply with ARS 15-1408, which prohibits the use of community college resources or employees to influence elections, including elections of Governing Board members.”

Board Chairperson Roles and Authority

Redo as follows:

I have done this in a more complete and positive sounding manner.

“The Yavapai Community College District Governing Board Chairperson is responsible for maintaining Board focus and behavior on the most effective and equitable ways to insure that the substantive and ministerial duties of the Board are fulfilled timely and correctly.

The Chairperson shall:

1. be responsible for relevance, accuracy, completeness, and timeliness of all Board agendas;
2. conduct Board meetings, with all the commonly accepted powers of that position, in an orderly fashion limited to the items listed on the agenda and with a focus on getting the best Board decisions possible;
3. endeavor to ensure that all Board members are treated with fairness, respect and equality at all Board meetings or events;
4. treat all Board members the same showing neither favoritism or discrimination of any kind and at meetings allow all other Board members to speak to an issue, make motions or second them before doing so;
5. comply with all applicable law and Board policies;
6. orient each new Board member on applicable law and Board policies promptly, ideally within 30 days of his/her first Board meeting;
7. appoint Board liaisons to the Yavapai College Foundation annually solely as communication representatives;

8. appoint Board AACCT representatives annually;
9. appoint a Board spokesperson annually to communicate Board decisions to the public and the media;
10. sign on behalf of the Board such documents as have been approved by the Board; and
11. when deemed appropriate, delegate in writing some or all of the Chair's authority to another member(s) of the Board, while still remaining accountable for its proper use."

Board Committees

Revise the second sentence of 1. as follows

"Board committees shall not have direct dealings with current staff operations without first getting the approval of the President. If the President does not approve the reason for not doing so is to be stated to the Board Committee. The Committee may appeal to the Governing Board whose decision shall be final."

Add 3. "Board Committees are subject to the open meeting law."

Board Governing Focus & Style

Delete the first sentence and replace as follows. "Three members (a majority) are required to hold a meeting and vote. All Board decisions shall be by majority vote. "

Discuss for deletion

1. *Outward vision rather than an internal preoccupation.*
2. *Strategic leadership derived from future rather than past or present thinking.*

6. *Intended long term impacts on the communities, not on the administrative or programmatic means of attaining those effects.*

Board Member Obligations

Delete and merge into **Board Member Responsibilities**

Board Planning and Agenda

Add in front of current first sentence the following:

“The Board is accountable to the public for actions of the President or the college administration and cannot relieve itself of that accountability by delegation. The Board has a fiduciary duty to reverse any actions by the President that it finds detrimental to the welfare of residents of any Yavapai County districts. This authority supersedes anything implied to the contrary in these policies.”

9. Add c. as follows: “Any Board member may require any item be taken off the consent agenda and replaced as a regular agenda item for discussion and, if appropriate, possible action.”

Board Responsibilities

Delete all and substitute the following, which combines Board Responsibilities and Obligations sections. It also includes the ARS responsibilities given to the Board.

“The Governing Board shall:

1. Focus on the welfare and equitable treatment of the public of the entire County of Yavapai.
2. Oversee and regularly monitor the college through the President.

3. Adopt written policies by majority vote in a public forum to meet the educational needs of the population served by our community college as set forth in our mission statement.
ARS 15-1444 (A2)

4. Annually approve the strategic direction of the college.

5. Comply with all applicable laws including the Arizona Constitution, Title 15 of the Arizona Revised Statutes, the Arizona Open Meeting Laws and Directives and all other applicable federal, state or county statutes, rules and regulation.

6. Provide financial oversight of the college including careful review of the college's annual budget as required under ARS 15-146

7. When receiving complaints from members of the public encourage the complainant to contact the College President to try and resolve them at that level. If that doesn't happen personally contact the President in an effort to get the complaint resolved. When all else fails bring these complaints to a Board meeting for discussion and possible action.

8. Yearly seek out and publically review input from a representative random group of residents of each district to try and determine how effectively and fairly the Board and the College is serving their communities educational needs and how this can be improved. Thereafter, based on this information and in coordination with the college administration, take appropriate action to improve.

9. Yearly review in detail the Board Policy Manual and make appropriate changes.

10. When vacancies occur select a new President by majority vote of the full Board. The Governing Board will enter into employment contracts with the President for durations of more than one year but no more than five years. Remove the President at any time if the majority of the full Board determines by public vote that the interests of education in the state require such removal. ARS 15-1444) A6)

11. Visit each community college location under its jurisdiction and examine carefully into its management conditions and needs. ARS 15-1444 (A4)

12. Determine the locations within the district of the community college and purchase, receive, hold, make and take leases of, sell and convey real or personal property for the benefit of the community colleges under its jurisdiction. Approve lease agreement over \$200,000 a year or lease property improvements over \$10,000 a year. ARS 15-1444 (A11)

13. Sue or be sued. ARS 15-1444 (B3)

14. Enter into intergovernmental agreements or contracts for participation in programs offered by public agency pools or separately contract with for a common self-insurance program as allow under the Arizona Revised Statutes. 15-1444 (B9)

15. Enter into an intergovernmental agreement pursuant o to ARS section 15-1747 to participate in a reciprocity agreement. ARS 15-1444 (B12)

16. Enter into agreements with Career Technical Education Districts for the provision of administrative, operational and educational services. ARS 15-1444 (E)

17. Name a building or a group of buildings that is located on a community college campus on behalf of a person or entity that has made a significant contribution of monies or other property to the community college or the community college district. ARS 15-1444 (B10)

The following functions are delegated to the President of the College, but the Board remains accountable for their fulfillment. These delegations are in addition to those already stated in this policy manual.

A. Maintain the community college for a period of not less than 8 months in each year and, if the funds of the district are sufficient, maintain the community college for a longer period. ARS 15-1444 (A1)

B. Appoint and remove any officer or employee if in the President's judgment the interests of education in the state require such removal. ARS 15-1444 (A6)

C. Enforce the courses of study prescribed by the Governing Board. ARS 15-1444 (3)

D. Exclude from each community college all books, publications or papers of a sectarian, artisan or denominational character intended to be textbooks. ARS 15-1444(A5)

E. Accept grants or donations of monies from the US Governments, its agencies, departments or officers, the State of Arizona, its political subdivisions, tribal governments,

school districts, special taxing districts persons, corporations, foundations or associations. The money shall be deposited into a specific fund or account and shall administer the monies in accordance with the purpose identified. ARS 15-1444 (B8)

F. Award degrees, certificates and diplomas on the completion of courses and curriculum, as it deems appropriate. ARS 15-1444 (A9)

G. Appoint or employ, if it deems necessary, police officers who shall have the authority and power of peace officers. ARS 15-1444(A9)

H. Administer trusts declared or created for the college and receive by gift or devise and hold in trust or otherwise property wherever located, and dispose of the property for the benefit of the college. ARS 15-1444(B1)

I. Construct, remodel or repair buildings subject to Board approval of costs. ARS 15-1444(B5)

J. Establish policies for the procurement of goods and services. ARS 5-1444(B6)

K. Provide a plan or plans for employee benefits. ARS 15-1444(B7)

L. Collect auxiliary fees including cafeteria fees, food service fees, bookstore fees and dormitory fees. ARS 15-1444(B14)

M. Require all out of county or out of state students to sign an affidavit at the time of course registration that the student's vehicle meets the requirements of ARS 49-542. Nonconforming vehicles shall be prohibited from parking on college property. ARS 15-1444(D)

N. Transfer articulation coordination as needed. ARS 15-1444(G)

O. Establish and coordinate programs for the exchange of community college students with those students located in Sonora, Mexico as desired. ARS 15-1444(F)

P. In accordance with ARS 15-1427 by December 1 of each year provide an annual education report for the preceding year to the Arizona Governor, President of the Senate, Speaker of the House of Representatives, Joint Legislative Committee, Secretary of State and the District Governing Board.

New Section Board Evaluations

1. Each year each Board member shall formally evaluate the Board Chairperson on how the Chairperson performed the duties listed in this Policy Manual under the section entitled **Board Chairperson Roles and Authorities**.

2. Each year each Board member shall evaluate the Board as a whole and themselves individually on their performance under the sections entitled **Board Responsibilities, Board Governing Focus & Style and Board Member Code of Conduct & Ethics**.

Board Secretary's Role

1. Delete the following words at the end of the sentence in
"and/or Yavapai College"

Create a new 3. , which would be a transfer of the last sentence of the current 2. as follows:

3. "The Secretary attests to the Board's adoption of policy. "

Delete b.

Board Elections & Appointments

Add the following language to the end of the first paragraph.

“Once a Chair has served his/her one or two year term, if reelected consecutively, he/she shall not be elected to that position for at least another four years in order to provide for rotation of the chairperson position, except when no one else on the Board is willing to be Chair.”

Add to 3. The following sentence: “Before voting a Board member may speak about the candidate being considered.

Delegation to and Accountability of President

1. Add the following: “The Board member so denied may appeal this decision to the full Board. The full Board will then make a final determination.”
2. Delete all the words in the first sentence after the word ‘achieved’. Also delete c. language and replace as follows. “The President/CEO is also the Chief Operating Officer of the College and has the authority commiserate with that role subject only to the Board having the right to stop or reverse any actions by the President that it finds detrimental to the welfare of residents of any Yavapai County district.

Monitoring Presidential Performance

Modify first sentence as follows:

1. After the word ‘outputs’ add

“and compliance with the Presidential responsibilities set forth in the Board Policy Manual’:

Conferral of President Emeritus/a Status

Authority to Confer Emeriti Status:

Add 4. "The Board at any time may reverse its conferral of any previous Emeriti Status."

President Succession

Modify 4. As follows:

Line one: Replace the word 'shall' with the word 'may' and at the end of the sentence add these words – "or select a successor from within the college."

COLLEGE PURPOSE

Current Status: Active	Policy Stat ID:
	Effective: June 2, 2021 Last Revised: Next Review: Owner: Secretary to the Board/ YC District Governing Board
	Area: 100 College Priorities Policy Number(s): 101

College Priorities

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

Priority 1: Education

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

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

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

Priority 2: Economic

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

Priority 3: Community

Yavapai County residents have access to social and cultural opportunities.

Attachments:

Chair McCasland's Proposed Board Policy Edits

Approvals: Board Approval on Wednesday, June 2, 2021

PRESIDENTIAL LIMITATIONS

Current Status: Active	Policy Stat ID:
	Effective: June 2, 2021 Last Revised: Next Review: Owner: Secretary to the Board/ YC District Governing Board
	Area: 200 Presidential Role Policy Number: 201

Asset Protection

The Yavapai College President will ensure that assets are protected, adequately maintained, and not unnecessarily risked.

Accordingly, the president will

1. Ensure an adequate system of internal controls that establishes and monitors basic internal controls, both accounting and administrative, that meet generally accepted accounting principles and auditing standards.
2. Assure the accuracy of financial records and require certification by the Chief Financial Officer as part of the audit process.
3. Ensure the College has adequate insurance against theft, fire, and casualty losses, including liability insurance that covers the College, Board members, staff and individuals engaged in activities on behalf of the College.
4. Ensure intellectual property, information and files are not exposed to loss or significant damage.

Attachments:

Approvals: **Board Approval on Wednesday, June 2, 2021**

Proposed Board Policy Edits from the email of Board Secretary Sigafos

Current Status: Active	Policy Stat ID:
	Effective: Last Revised: Next Review: Owner: Secretary to the Board/ YC District Governing Board Area: 200 Presidential Role Policy Number: 201
<h2 style="background-color: #008000; color: white; padding: 5px;">Asset Protection</h2>	
<p>The Yavapai College President shall not allow assets to be unprotected, inadequately maintained or unnecessarily risked.</p> <p>Accordingly, the president shall not</p> <ol style="list-style-type: none"> 1. Receive, process or disburse funds under internal controls that are insufficient to meet the applicable auditing standards 2. President shall not fail to assure the accuracy of financial records and require certification by the Chief Financial Officer as part of the audit process 3. Permit the College to be without adequate insurance against theft, fire and casualty losses, including liability insurance that covers Board members, staff and individuals engaged in activities on behalf of the College, or the College itself 4. Allow intellectual property, information and files are not exposed to loss or significant damage 	
Attachments:	
Approvals:	

PRESIDENTIAL LIMITATIONS

Current Status: Active	Policy Stat ID:
	Effective: June 2, 2021 Last Revised: Next Review: Owner: Secretary to the Board/ YC District Governing Board
	Area: 200 Presidential Role Policy Number(s): 202
Communication & Support to the Board	
<p>The Yavapai College President shall keep the District Governing Board adequately informed and supported in its work.</p> <p>Accordingly, the President will</p> <ol style="list-style-type: none"> 1. Provide the Board with timely decision information to support informed Board choices, incidental information it requires, alerts about anticipated media coverage, actual or anticipated legal actions, materially or publicly visible internal changes or events, including changes in executive personnel and significant illegal drug use on campus. 2. Report to the Board, in a timely manner, actual or anticipated non-compliance with any Board policy. 3. Provide the Board with reasonable administrative support for Board activities. 4. Present information to the Board that is accurate, complete and is not misleading. 	
<p>Attachments:</p>	
<p>Approvals: Board Approval on Wednesday, June 2, 2021</p>	

Proposed Board Policy Edits from the email of Board Secretary Sigafos

Current Status: Active	Policy Stat ID:
	Effective: Last Revised: Next Review: Owner: Secretary to the Board/ YC District Governing Board Area: 200 Presidential Role Policy Number(s): 202
<h2 style="background-color: #008000; color: white; padding: 5px;">Communication & Support to the Board</h2>	
<p>The Yavapai College President shall not permit the District Governing Board to be uninformed or unsupported in its work.</p> <p>Accordingly, the president shall not:</p> <ol style="list-style-type: none"> 1. Allow the Board to be without timely decision information to support informed Board choices, incidental information it requires, alert to anticipated media coverage, alert to actual or anticipated legal actions, materially or publicly visible internal changes or events, including changes in executive personnel and significant illegal drug use on campus 2. Let the Board be unaware of any actual or anticipated non-compliance with any Board priorities or Executive Limitations 3. Allow the Board to be without reasonable administrative support for Board activities 4. Withhold, impede, or confound information relevant to the Board’s informed accomplishment of its job 	
<p>Attachments:</p>	
<p>Approvals:</p>	

PRESIDENTIAL LIMITATIONS

Current Status: Active	Policy Stat ID:
	Effective: June 2, 2021 Last Revised: Next Review: Owner: Secretary to the Board/ YC District Governing Board
	Area: 200 Presidential Role Policy Number: 203

Employee Compensation & Benefits

The Yavapai College President shall maintain fiscal integrity and positive public image with respect to employment, compensation and benefits to employees, consultants and contract workers.

Accordingly, the president will

1. Refrain from promising or implying guaranteed employment.
2. Establish compensation and benefits that do not deviate materially from the geographic or professional market for skills employed.

Attachments:

Approvals: **Board Approval on Wednesday, June 2, 2021**

Proposed Board Policy Edits from the email of Board Secretary Sigafoos

Current Status: Active	Policy Stat ID:
	Effective: Last Revised: Next Review: Owner: Secretary to the Board/ YC District Governing Board Area: 200 Presidential Role Policy Number: 203
	Employee Compensation & Benefits
<p>With respect to employment, compensation and benefits to employees, consultants, contract workers and volunteers, the Yavapai College President shall not cause or allow jeopardy to the College's fiscal integrity or public image</p> <p>Accordingly, the president shall not</p> <ol style="list-style-type: none"> 1. Promise or imply guaranteed employment 2. Establish current compensation and benefits that deviate materially from the geographic or professional market for skills employed 	
Attachments:	
Approvals:	

PRESIDENTIAL LIMITATIONS

Current Status: Active	Policy Stat ID:
	Effective: June 2, 2021
	Last Revised:
	Next Review:
	Owner: Secretary to the Board/ YC District Governing Board
	Area: 200 Presidential Role
	Policy Number(s): 204

Financial Conditions

The Yavapai College President shall not cause or allow the development of financial jeopardy or a material deviation of actual expenditures from Board-stated priorities.

Accordingly, the president shall

1. Only expend funds at or below the level received or available in reserves in the current fiscal year.
2. Maintain current fund reserves at no less than seventeen percent (17%) of the operating budgets and maintain plant fund reserves of at least \$1 million.
3. Ensure that reserve funds replenish at an appropriate rate after, in accordance with specified Board approvals, funds have dropped below the President’s authorized limits .
4. Provide monthly reports of budget deviations and reserves to the Board.
5. Ensure that planning is fiscally sound and builds organizational capabilities sufficient to achieve board goals in future years.
6. Be authorized to enter into any lease agreement for one-year or less in duration or that is \$200,000 or less per year.
7. Be authorized to make any improvements in the amount of \$10,000 or less to leased property.
8. Not make or delegate financial decisions for which legislation specifically requires delegation of authority from the Board except for the following, which the Board authorizes without the need for further Board approval, provided the decisions are compliant with the Board’s policies:
 - a. Pursuant to A.R.S. Section 15-1444(B)(2), the authority to enter in to a lease for real property either as lessor or lessee on behalf of the college.

Attachments:

Approvals: **Board Approval on Wednesday, June 2, 2021**

Proposed Board Policy Edits from the email of Board Secretary Sigafos

Current Status: Active	Policy Stat ID:
	Effective: Last Revised: Next Review: Owner: Secretary to the Board/ YC District Governing Board Area: 200 Presidential Role Policy Number(s): 204

Financial Conditions

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

Accordingly, the president shall not

1. Expend more funds than have been received or are available in reserves in the fiscal year
2. Allow current fund reserves to drop below seventeen percent (17%) of the operating budgets or plant fund reserves to drop below \$1 million
3. Allow reserve funds to replenish at an inappropriate rate after, in accordance with specified Board approvals, funds have dropped below the President’s authorized limits
4. Allow the Board to be without monthly reports of budget deviations and reserves
5. Allow planning that is not fiscally sound or doesn’t build organizational capabilities sufficient to achieve board goals in future years
6. Enter into any lease agreement for more than one-year in duration or that exceeds \$200,000 per year
7. Make any improvements to leased property over \$10,000
8. Make or delegate financial decisions for which legislation specifically requires delegation of authority from the Board except for the following, which the Board authorizes without the need for further Board approval provided the decisions are compliant with the Board’s policies:
 - a. Pursuant to A.R.S. Section 15-1444(B)(2), the authority to enter in to a lease for real property either as lessor or lessee on behalf of the college
 - b. Pursuant to A.R.S. Section 15-1444(A)(6) &(B)(4), the authority to employ, including to enter into, amend or terminate all employment contracts on behalf of the College, except for any actions taken with regard to a contract of employment for the position of College President

Attachments:

Approvals:

Current Status: Active	Policy Stat ID:
	Effective: June 2, 2021
	Last Revised:
	Next Review:
	Owner: Secretary to the Board/ YC District Governing Board
	Area: 200 Presidential Role
	Policy Number(s): 205

Personnel and Students

With respect to the treatment of persons in the Yavapai College community, the College President will create and allow conditions which are lawful, ethical, safe, or respectful.

Accordingly, the president will

1. Ensure staff have current, enforced, written human resource policies that clarify personnel rules for employees, provide for effective handling of grievances and protect against wrongful conditions.
2. Comply with all laws, rules and regulations pertaining to employees and students, including those pertaining to:
 - a. Sexual Harassment.
 - b. Discrimination.

Attachments:

Approvals: **Board Approval on Wednesday, June 2, 2021**

Proposed Board Policy Edits from the email of Board Secretary Sigafos

Current Status: Active	Policy Stat ID:
	Effective: Last Revised: Next Review: Owner: Secretary to the Board/ YC District Governing Board Area: 200 Presidential Role Policy Number(s): 205
<h2>Personnel and Students</h2>	
<p>With respect to the treatment of persons in the Yavapai College community, the College President shall not allow conditions which are unlawful, unethical, unsafe, or disrespectful</p> <p>Accordingly, the president shall not:</p> <ol style="list-style-type: none"> 1. Allow staff to be without current, enforced, written human resource policies that clarify personnel rules for employees, provide for effective handling of grievances and protect against wrongful conditions 2. Be in noncompliance with any laws, rules and regulations pertaining to treatment of employees and students including those pertaining to: <ol style="list-style-type: none"> a. Sexual Harassment b. Discrimination 3. Operate without succession plans to facilitate smooth operations during key personnel transitions and ensure competent operations of the College over the long term 	
Attachments:	
Approvals:	

PRESIDENTIAL LIMITATIONS

Current Status: Active	Policy Stat ID:
	Effective: June 2, 2021 Last Revised: Next Review: Owner: Secretary to the Board/ YC District Governing Board Area: 200 Presidential Role Policy Number(s): 206
	Planning
<p>The Yavapai College President will undertake planning that allocates resources aligned with Board priorities.</p> <p>Accordingly, the president will</p> <ol style="list-style-type: none"> 1. Operate with a documented, multi-year strategy that can reasonably be expected to support Board priorities. 2. Not permit planning that risks any situation or donation described as unacceptable in the Financial Conditions Policy. 	
Attachments:	
Approvals: Board Approval on Wednesday, June 2, 2021	

Proposed Board Policy Edits from the email of Board Secretary Sigafos

Current Status: Active	Policy Stat ID:
	Effective: Last Revised: Next Review: Owner: Secretary to the Board/ YC District Governing Board Area: 200 Presidential Role Policy Number(s): 206
<h2 style="background-color: #008000; color: white; padding: 5px; margin: 0;">Planning</h2>	
<p>The Yavapai College President shall not permit planning that allocates resources in a way that deviates materially from Board-stated priorities, risks fiscal jeopardy or does not enable the long-term ability of the College to achieve Board priorities</p> <p>Accordingly, the president shall not:</p> <ol style="list-style-type: none"> 1. Operate without a documented, multi-year strategy that can reasonably be expected to achieve Board priorities 2. Permit planning that risks any situation or donation described as unacceptable in the "Financial Conditions" Policy 	
<p>Attachments:</p>	
<p>Approvals:</p>	

PRESIDENTIAL LIMITATIONS

Current Status: Active	Policy Stat ID:
	Effective: June 2, 2021 Last Revised: Next Review: Owner: Secretary to the Board/ YC District Governing Board
	Area: 300 Governance Policy Number(s): 301
<h2 style="margin: 0;">Board Budget</h2>	
<ol style="list-style-type: none"> 1. Because poor governance costs more than learning to govern well, the Board shall invest in its governance capacity. 2. Costs shall be prudently incurred, though not at the expense of endangering the development and maintenance of superior Board capability. 3. The Board shall develop its budget by April each year to ensure its inclusion in the overall College budget, and the budget shall include, but not be limited to, allowances for support and training (including consulting and technical services, orientation, conferences, and workshops); audits and other third-party monitoring of organizational performance; Board linkages (surveys, focus groups, etc.); and Board legal services. 	
Attachments:	
Approvals: Board Approval on Wednesday, June 2, 2021	

GOVERNANCE

Current Status: Active	Policy Stat ID:
	Effective: June 2, 2021 Last Revised: Next Review: Owner: Secretary to the Board/ YC District Governing Board
	Area: 300 Governance Policy Number(s): 302

Board Chairperson Role & Authority

The Yavapai College District Governing Board Chairperson (referred to as Board President in Arizona statute) is to ensure the integrity of the Board’s process and to represent the Board to outside parties. The Chairperson’s responsibilities include, but are not limited to, the following items. The Chairperson shall:

1. Ensure that the Board behaves and acts consistent with its own policies and those imposed upon it by law and regulations.
2. Ensure that meeting agendas include only those issues which clearly belong to the Board to decide, the President may include appropriate agenda item(s) that is/are informational or require motion(s) from the Board.
3. Ensure that deliberations are timely, fair, orderly, and thorough, but also efficient, limited to time and kept to the point.
4. Identify any that any violations of the Board’s policies concerning individual and group behavior are addressed promptly and in an appropriate manner.
5. Ensure that the Board self-evaluates biannually with the intention of evaluating the Board and Board members’ compliance with Board Policy.
6. Ensure that new Board members will be oriented in a manner that ensures acquaintance with all the Board’s most critical responsibilities, documents, and processes. Board members will be familiarized with:
 - a. Title 15, Chapter 12- Community Colleges, of the Arizona Revised Statutes and with the Open Meeting Law.
 - b. The Board’s policy manual.
 - c. The principles and practices of policy development (through relevant readings and workshop attendance).
 - d. The responsibilities of all staff engaged in Board support (including a meeting with the President).
7. Appoint Board liaisons annually. The role of the Board liaisons is to serve as a communication representative between the Board and the committee. The Board liaisons serve as the point of contact for information review, input, and approval prior to Board receipt. Board liaisons attend and participate in meetings and conference calls of their assigned committees. Board

Chair McCasland's Proposed Board Policy Edits

liaisons should provide advice and input to their assigned committees, especially in terms of Board policies. Upon request, Board liaisons provide written or oral reports on the progress of their assigned committees. The positions are:

- a. Foundation Liaison.
- b. AACCT Representative.
- c. Board Spokesperson, who is the formal conduit for the Board and is responsible for communicating Board decisions with the public and the media. When acting in her/his official capacity as Board Spokesperson, the Spokesperson shall speak with one voice on behalf of the Board, instead of communicating her/his personal views on the matter. If appropriate in the Chair's judgment, the Chair may designate at any time another Board member to serve as an adjunct Spokesperson on specific matters for a specific period of time.

The Chair has the authority to make all decisions that fall within any reasonable interpretation of the Board's governance process and Board-president relationship policies. The Chair does not have the authority to make decisions that fall within the Board's goals or Presidential Role policies. Therefore, the Chair has no authority to supervise or direct the President.

The Chair is empowered to chair Board meetings with all commonly accepted power of that position (e.g. ruling, recognizing).

The Chair has the authority to publicly state Chair decisions and interpretations within the area delegated to her/him.

The Chair may delegate her/his authority at any time but remains accountable for its use.

The YC District Governing Board members hereby delegate to the Chair or his/her designee the authority to sign on behalf of the Board and/or Yavapai College such documents as have been approved by the Board at a legal meeting.

Attachments:

Approvals: **Board Approval on Wednesday, June 2, 2021**

GOVERNANCE

Current Status: Active	Policy Stat ID:
	Effective: June 2, 2021 Last Revised: Next Review: Owner: Secretary to the Board/ YC District Governing Board
	Area: 300 Governance Policy Number(s): 303

Board Committees

The Yavapai College Governing Board may appoint committees to assist the Board in the fulfillment of its duties and not supplant the Board’s role.

1. Board committees may be established to help the Board do its job, not to help or advise the staff. Committees ordinarily shall assist the Board by preparing policy alternatives and implications for Board deliberation. In keeping with the Board’s broader focus, Board committees shall normally not have directed dealings with current staff operations.
2. Board committees shall not speak or act for the Board except when formally given such authority for specific and time-limited purposes. Expectations and authority for Board Committees shall be carefully stated in order not to conflict with authority delegated to the President.

Attachments:

Approvals: **Board Approval on Wednesday, June 2, 2021**

GOVERNANCE

Current Status: Active	Policy Stat ID:
	Effective: June 2, 2021 Last Revised: Next Review: Owner: Secretary to the Board/ YC District Governing Board
	Area: 300 Governance Policy Number(s): 304

Board Elections & Appointments

As required by A.R.S. 15-1443(B), the Board will elect a Chair and a Secretary every January. The expectation will be that the newly-elected Chair and Secretary will serve a two-year term. The Chair and Secretary will serve from the date of election until the date on which their replacements are elected. The newly-elected Board Chair will appoint Board Liaisons for one-year terms at the January meeting. The following procedure will be used by the Board for the nomination and election of a Chair and Secretary:

1. The current Board Chair shall call for nominations.
2. After the Board Chair determines that no other nominations are forthcoming, the Board Chair shall declare the nominations to be closed.
3. Board Chair shall call on nominees in alphabetical order based on their last names to speak for no more than 2 minutes each regarding their nomination. After all nominees have been offered the opportunity to speak, the Board Chair shall call for the vote of each nominee individually in alphabetical order based on their last name until a nominee receives at least a majority vote of the Board.
4. After nominee receives at least a majority vote of the Board, the process is complete even if there are remaining nominees who have not been voted on.
5. If no nominee receives at least a majority vote of the Board, the Board Chair shall begin the process again.

Attachments:

Approvals: **Board Approval on Wednesday, June 2, 2021**

Intergovernmental Agreement (IGA)	
Agreement No.: DI22-002328	
Description: Higher Education Child Care Project	

Agreement between the Arizona Department of Economic Security ("ADES") and the Yavapai County Community College District ("Contractor").

WHEREAS ADES is duly authorized to execute and administer contracts under A.R.S § 41-1954 and,

The Contractor is duly authorized to execute and administer contracts under A.R.S § 15-1444 and,

ADES and the Contractor are authorized by A.R.S. § 11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this Agreement.

The term of this Agreement shall begin on August 1, 2021, or date of last signature, and shall end on June 30, 2024, unless otherwise amended.

THEREFORE, ADES and Contractor (the "Parties") agree to abide by all the terms and conditions set forth in this Agreement.

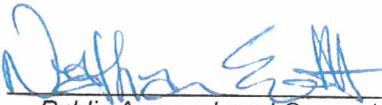
BY SIGNING THIS FORM ON BEHALF OF A PARTY, THE SIGNATORY CERTIFIES POSSESSING THE AUTHORITY TO BIND THE PARTY TO THIS AGREEMENT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:	FOR AND ON BEHALF OF THE YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
Procurement Officer Signature	 Signature
Printed Name	Deb McCasland Printed Name
Title	District Governing Board Chair Title
Date	Date
ADES Contract Number DI22-002328	Contractor's Contract Number (If applicable)

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By:  for Ben Hufferd
Public Agency Legal Counsel

Date: _____

Date: 8/30/2021

Intergovernmental Agreement (IGA)	
Agreement No.: DI22-002328	
Description: Higher Education Child Care Project	

1.0 ADES VISION AND MISSION STATEMENTS

- 1.1. ADES Vision: All Arizonans who qualify receive timely ADES services and achieve their potential.
- 1.2. ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

2.0 PURPOSE OF AGREEMENT

- 2.1. The purpose of this agreement is to provide Child Care subsidies for students pursuing a degree in Nursing, Early Childhood Education or K-12 Education.
- 2.2. Manner of Financing is provided through the Department of Economic Security as the designated Lead Agency of the federal Child Care and Development Block Grant.

3.0 DEFINITIONS

- 3.1. Child Care Providers – Is inclusive of ADES Certified Family Child Care Homes, ADES Contracted Child Care Centers and Group Homes that are regulated by the Arizona Department of Health Services (ADHS) and hold a current registration agreement with ADES, and Child Care Providers that are licensed and regulated by the ADHS.
- 3.2. CCA – Child Care Administration.
- 3.3. Child Care – The service that is provided for a fee to a child (birth through twelve (12) years of age) and is unaccompanied by a parent or guardian during a portion of a twenty-four (24) hour day.
- 3.4. Child Care Resource & Referral (CCR&R) – Pursuant to A.R.S. § 41-1967 assists families in choosing childcare through referrals to local childcare providers, information on state licensing requirements, availability of childcare subsidies, and other pertinent information.
- 3.5. Eligible Student – An individual participating in a Nursing, Early Childhood Education or K-12 Education degree program at the contracted Community College with an income up to 165% Federal Poverty Level (FPL), who is a parent to a child ages birth through twelve (12) years of age.
- 3.6. Regulated Provider – A Child Care center licensed by ADHS or a Child Care group home certified by ADHS or a family Child Care home certified by the ADES.

4.0 SERVICE DESCRIPTION

- 4.1. This service will provide Child Care assistance to Eligible Students through a Child Care subsidy program administered by the Contractor. Of the total yearly funding, the college may use 5% for its administration of this program, which includes eligibility (initial and on-going), Child Care subsidy payments, tracking student progress in their eligible major/degree program, verifying student participation with ADES Child Care assistance, and reporting metrics to the ADES.

5.0 RESPONSIBILITIES

ADES and the Contractor agree as follows:

- 5.1. The Contractor shall:
 - 5.1.1. Establish and maintain an administrative infrastructure required for managing this program to including but not limited to:

Intergovernmental Agreement (IGA)

Agreement No.: DI22-002328

Description: Higher Education Child Care Project



- a.) Eligibility verification;
- b.) Child care subsidies for children;
- c.) Tracking student progress in their major/degree program;
- d.) Verifying whether the student is currently receiving ADES Child Care Assistance and follow procedure in section 5.1.4; and
- e.) Reporting metrics.

5.1.2. Verify students meet the following eligibility requirements:

- a.) Students must be enrolled in one of the following programs with the Contractor:
 - 1.) The Nursing program; or
 - 2.) Early Childhood Educational program; or
 - 3.) K-12 (Elementary and Secondary) Education program; and
- b.) Verify Student income level does not exceed 165% of the FPL; and
- c.) Verify children's ages, birth through twelve (12) years of age.

5.1.3. Create and maintain a mechanism for administering the Child Care subsidy payments to Eligible Students.

5.1.4. Ensure that Eligible Students who receive ADES Child Care Assistance expend those funds before Child Care payments through this program are applied to student accounts (or college mechanism for Child Care payments).

5.1.5. Provide Eligible Students with information on how to obtain a listing of approved child care providers.

5.1.6. Ensure that Eligible Students who receive ADES Child Care Assistance through this program utilize their Child Care subsidy for only an approved Child Care provider within the ADES Child Care provider network, including any ADES contracted Child Care provider or ADHS regulated provider, statewide.

5.1.7. Conduct recruitment and outreach activities to include potentially Eligible Students.

5.1.8. Ensure the collecting, monitoring, and reporting of data as requested by ADES in Section 10.0 Reporting.

5.1.9. Within thirty (30) days of the end of each semester, the Contractor shall submit to ADES a complete and accurate invoice for reimbursement for services specified in Section 4.0 Service Description, up to the following amounts for each fiscal year, semester break reimbursements shall be included with the following semester invoice:

- a.) \$150,017 Fiscal Year 2022, where 5% (\$7,501) of this funding will be available to the Contractor to administer the program.
- b.) \$150,017 Fiscal Year 2023, where 5% (\$7,501) of this funding will be available to the Contractor to administer the program.
- c.) \$150,017 Fiscal Year 2024, where 5% (\$7,501) of this funding will be available to the Contractor to administer the program.

5.2. ADES will:

5.2.1. Support Contractor in helping Eligible Students find available childcare through the statewide Child Care Resource and Referral (CCR&R) available online at azccrr.com or by calling 1-800-308-9000 Monday-Friday, 8am-6pm and Saturday, 8am-Noon.

5.2.2. Transfer funds to the Contractor within thirty (30) days after receiving an accurate invoice.

Intergovernmental Agreement (IGA)

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Description: Higher Education Child Care Project



6.0 EXTENSION

- 6.1. This agreement may be extended through a mutual written amendment, subject to funding availability.

7.0 TERMINATION

- 7.1. This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 7.2. Each Party shall have the right to terminate this agreement by written request to the Agency Chief Procurement Officer, personal delivery or by certified mail, return receipt requested, to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

8.0 AMENDMENTS

- 8.1. This agreement may be amended only by mutual written amendment. No agent, employee or other representative of either Party is empowered to alter any of the terms of the agreement, unless amended in writing and signed by the authorized representative of the respective Parties.
- 8.2. Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this agreement. Non-material alterations that do not require a written amendment are as follows:
- 8.2.1. Change of telephone number;
 - 8.2.2. Change in authorized signatory; and/or
 - 8.2.3. Change in the name and/or address of the person to whom notices are to be sent.

9.0 PAYMENT PROCEDURE

- 9.1. Transfer funds to the Contractor within thirty (30) days after receiving an accurate semester invoice. At a minimum, the invoice shall contain:
- 9.1.1. Contract Number;
 - 9.1.2. Date of Invoice;
 - 9.1.3. Contractor Name;
 - 9.1.4. Contractor Address;
 - 9.1.5. Contact Phone Number;
 - 9.1.6. Contact email address; and
 - 9.1.7. The month/year services provided.
- 9.2. ADES will reimburse the Contractor in funds up to the amount specified in Section 5.1.9 of this Agreement. The Contractor will invoice ADES in accordance with actual, allowable costs incurred for activities consistent with Section 4.0 Service Description during the term of the Agreement. Reimbursement to the Contractor shall not exceed the amount specified in Section 5.1.9 of this Agreement.
- 9.3. ADES will release funds based on receipt of complete and accurate invoice and reports from the Contractor.
- 9.4. Any funds that are not expended during the allotted fiscal years as specified in Section 5.1.9 at the end of fiscal years 2022 and 2023 shall carry over into the next fiscal year and shall be in addition to the amounts stated in Sections 5.1.9.b and 5.1.9.c.

Intergovernmental Agreement (IGA)

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Description: Higher Education Child Care Project



10.0 REPORTING REQUIREMENTS

10.1. The Contractor shall provide to ADES the following reports:

10.1.1. Semester-End Narrative Report, broken down by campus location and each degree program including:

- a.) Number of Eligible Students receiving Child Care subsidy through this program.
- b.) Number of children of Eligible Students receiving Child Care subsidy through this program.
- c.) Number of Eligible Students receiving Child Care subsidy through this program who graduated in their field of study, reported by: early childhood/child care, K-12 education, or nursing degree program.
- d.) Number of Eligible Students receiving Child Care subsidy through this program who graduated in their field of study and attained employment in their field of study, reported by: early childhood/child care, K-12 Education, or Nursing degree program.
- e.) Number of new students entering each degree program who are eligible to receive Child Care subsidy through this program.
- f.) Number of new students entering each degree program who are eligible for this Child Care subsidy and placed on a waiting list.
- g.) Total dollar amount of subsidies
- h.) Total dollar amount of administrative cost

10.1.2. Annual Narrative Report, including:

- a.) Items from Section 10.1.1, a., b., c., and d; and
- b.) Stories and feedback of the impact the grant/scholarship has had on the student and university/college program.

10.2. Reports shall be sent to:

By email: ccaprogramdevelopmentunit@azdes.gov

Or by mail:

Arizona Department of Economic Security
ATTN: Child Care Administration
1789 W. Jefferson St.
Mail Drop Code 5471
Phoenix, AZ 85007

10.3. ADES reserves the right to request quarterly expenditure plans as determined by the Department.

11.0 PAYMENT REQUIREMENTS

11.1. In accordance with Section 5.2.2 and Section 9.0., Invoices shall be submitted to:

By email: ccaprogramdevelopmentunit@azdes.gov

Or by mail:

Arizona Department of Economic Security
ATTN: Child Care Administration
1789 W. Jefferson St.
Mail Drop Code 5471

Intergovernmental Agreement (IGA)	
Agreement No.: DI22-002328	
Description: Higher Education Child Care Project	

Phoenix, AZ 85007

12.0 NOTICES

12.1. All notices to the Contractor regarding this agreement shall be sent to the following address:
 Yavapai County Community College District
 Attn: Ryan Bouwhuis
ryan.bouwhuis@yc.edu

12.2. All notices to ADES regarding this agreement shall be sent to the following address:
 By email: ccaprogramdevelopmentunit@azdes.gov

Or by mail:
 Arizona Department of Economic Security
 Attn: Child Care Administration
 1789 W. Jefferson St.
 Mail Drop Code 5471
 Phoenix, AZ 85007

13.0 APPLICABLE LAW

13.1. This agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this agreement shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

14.0 ARBITRATION

14.1. The Parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §§ 12-1518(B) and 12-133, except as may be required by other applicable statutes.

15.0 AUDIT

15.1. In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this agreement for a period of five (5) years after the completion of the agreement except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

16.0 CONFLICT OF INTEREST

16.1. In accordance with A.R.S. § 38-511, the State may within three years after execution terminate the agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of either party, at any time while the agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the agreement with respect to the matter of the agreement.

Intergovernmental Agreement (IGA)	 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.: DI22-002328	
Description: Higher Education Child Care Project	

17.0 E-VERIFY

17.1. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

18.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

18.1. By entering into the agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor’s Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

18.2. The State may request verification of compliance for any Contractor or subcontractor performing work under the agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

19.0 INDEMNIFICATION:

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Economic Security is self-insured per A.R.S. 41-621.

In addition, should Yavapai County Community College District utilize a contractor(s) and subcontractor(s) the indemnification clause between Yavapai County Community College District and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Yavapai County Community College District and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the

Intergovernmental Agreement (IGA)	
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Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

19.1. INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

- None

19.2. INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

19.3. MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor shall provide coverage with limits of liability not less than those stated below.

19.3.1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Damage to Rented Premises | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

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

19.3.2. Workers' Compensation and Employers' Liability

- | | |
|---------------------------|-------------|
| • Workers' Compensation | Statutory |
| • Employers' Liability | |
| ○ Each Accident | \$1,000,000 |
| ○ Disease – Each Employee | \$1,000,000 |

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○ Disease – Policy Limit \$1,000,000

- a.) Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b.) This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

19.4. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 19.4.1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 19.4.2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

19.5. NOTICE OF CANCELLATION

19.5.1. Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. WitThe policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

- a.) Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

19.5.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a.) Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

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b.) Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

19.5.3. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St., 4th Floor, Phoenix, AZ 85007.

19.6. ACCEPTABILITY OF INSURERS

19.6.1. Contractor’s insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

19.7. VERIFICATION OF COVERAGE

19.7.1. Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

a.) All such certificates of insurance and policy endorsements must be received by the State before work commences. The State’s receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

b.) Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

c.) All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

19.8. SUBCONTRACTORS

19.8.1. Contractor’s certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

19.9. APPROVAL AND MODIFICATIONS

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19.9.1. The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

19.10. EXCEPTIONS

19.10.1. In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

20.0 IT 508 COMPLIANCE

20.1. Unless specifically authorized in the agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §§ 18-131 and §§ 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

21.0 NON-AVAILABILITY OF FUNDS

21.1. In accordance with A.R.S. § 35-154, every payment obligation of the State under the agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

22.0 NON-DISCRIMINATION

22.1. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

23.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

23.1. Due to security and identity protection concerns, direct services under this agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

24.0 PARTICIPATION IN BOYCOTT OF ISRAEL

24.1. Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

25.0 RIGHT OF OFFSET

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25.1. ADES shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by ADES, or damages assessed by ADES concerning the Contractor's non-conforming performance or failure to perform the agreement. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the ADES shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance."

26.0 THIRD- PARTY ANTITRUST VIOLATIONS

26.1. The Contractor assigns to ADES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this agreement.

27.0 ATTACHMENTS

27.1. The following list of attachments constitutes an integral part of subject agreement:

27.1.1. None

28.0 EXHIBITS

28.1. The following list of exhibits constitutes an integral part of subject agreement:

28.1.1. None

29.0 CONFIDENTIALITY

29.1. The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to ADES and to the Attorney General's Office as required by the terms of this agreement, by law or upon their request.

29.2. The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. ADES will advise the Contractor as to applicable policies and procedures ADES has adopted for such compliance.

30.0 DATA SHARING AGREEMENT

30.1. When determined by ADES that sharing of confidential data will occur with the Contractor, the Contractor shall complete ADES Data Sharing Request Agreement and submit the completed Agreement to ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

31.0 SIGNATURES IN COUNTERPART

31.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Yavapai College

PRESIDENT’S REPORTS SCHEDULE
2021-2022

Board Meeting DATE	TITLE	RESPONSIBLE
September 14, 2021	Treatment of Students and Enrollment Policy 205	Vice President of Student Development
October 19, 2021	Policy 204 Financial Conditions	Vice President of Finance (No report to the Board – Will need to provide data to the President’s Office)
November 9, 2021	Policy 202 Communication & Support of Board	President’s Office (No report to the Board – Will need to provide data to the President’s Office)
February 8, 2022	Treatment of Employees and Compensation & Benefits Policy 203 and Policy 205 & Policy 201 Asset Protection	Human Resources & Vice President of Finance (No report to the Board – Will need to provide data to the President Office)
March 22, 2022	College Planning Policy 206	Vice President of Finance
April 12, 2022	College Priorities Policy 101	Vice Presidents of Academic Affairs, Student Development, and Community Relations
May 2022	President’s Annual Evaluation	President’s Office