

Yavapai College
District Governing Board
Regular Meeting

Tuesday, October 18, 2022
1:00 p.m.

Room 214
Prescott Valley Campus
3800 North Glassford Hill Road
Prescott Valley, Arizona 86314

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. Pledge of Allegiance {Time: 1}
 - c. Adoption of Agenda – **DECISION** {Time: 1}
 - d. Open Call – **INFORMATION** {Time: 10}
2. Study Session
 - a. President's Reports **INFORMATION** {Time: 60}
 - i. College Council – Dr. Diane Ryan, Dr. Clint Ewell, and Mr. Rodney Jenkins
 1. Faculty Senate – Dr. Karen Palmer (*Attached*)
 2. Staff Association – Ms. Ginney Bilbray (*Attached*)
 3. Student Government Association – Ms. Laurence Fremy (*Attached*)
 - ii. Athletic Presentation – Mr. Rodney Jenkins (*Attached*)
 - iii. Legislative Report – Mr. Rodney Jenkins (*Attached*)

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

- b. Yavapai College Retention Bonus for Fall 2022 - **INFORMATION, DISCUSSION, AND DECISION** – Dr. Clint Ewell {Time: 40} (*Attached*)

- c. Preliminary Budget Assumptions & Proposed Scholarship, Tuition, Fees, and Discounts for Fiscal Year 2024 - **INFORMATION, DISCUSSION, AND DECISION** – Dr. Clint Ewell {Time: 20} (*Attached*)

- d. Yavapai College Housing Update - **INFORMATION, DISCUSSION, AND DECISION** – Dr. Clint Ewell {Time: 20} (*Attached*)

- e. District Governing Board Policies Review - **INFORMATION, DISCUSSION, AND DECISION** – Board Chair Deb McCasland {Time: 20}

- f. Board Liaisons’ Reports - **INFORMATION AND DISCUSSION** {Time: 10}
 - i. Board Spokesperson – Board Chair McCasland
 - ii. Arizona Association of Community College Trustee (AACCT) – Board Chair McCasland and Secretary Sigafos
 - iii. Yavapai College Foundation – Board Chair McCasland

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

- 3. Board Business
 - a. Consent Agenda – **DECISION** {Time: 5}
 - i. Board Regular Minutes – Tuesday, September 27, 2022
 - ii. Receipt of Report on Revenues and Expenditures for August 2022 (*Attached*)
 - iii. Intergovernmental Agreement between the State of Arizona Governor’s Office of Youth, Faith and Family (*Attached*)
 - iv. Intergovernmental Agreement between Mountain Institute Career and Technology District #02 (*Attached*)
 - v. Intergovernmental Agreement between Valley Academy for Career and Technology District #01 (*Attached*)

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

Faculty Association Update

October 2022



Faculty Highlights

Tina Luffman

Professor Tina Luffman presented a series of Technical/Business Writing Workshops for the City of Cottonwood under the REDC for five weeks, 9/1-10/6.



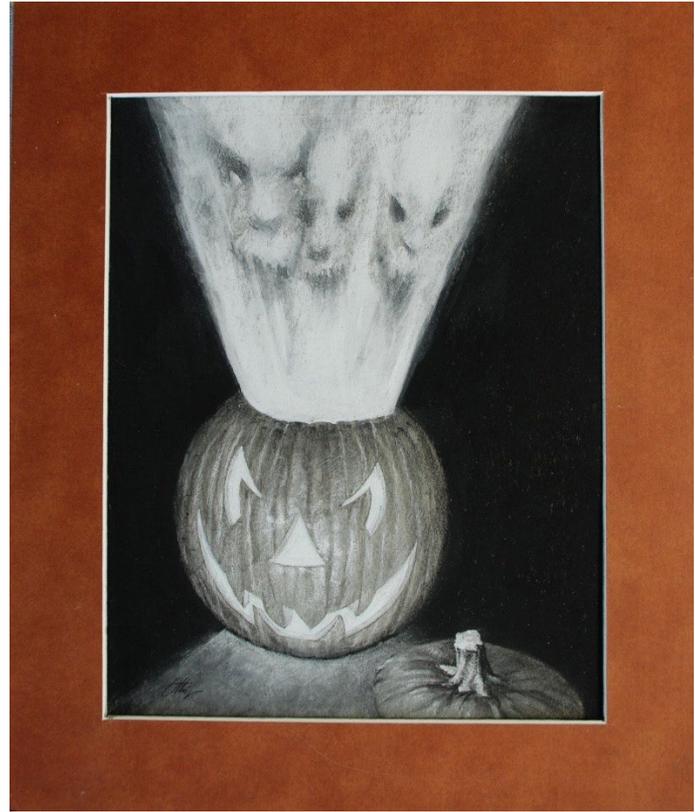
Michael Fitchette

Michael Fitchette is a brand new adjunct faculty member in the English Department. He is pursuing a PhD in Education with a specialization in literacy. He is also in the Navy active reserves. Michael has been selected for two awards: Military Outstanding Volunteer Service Medal and Navy and Marine Corps Achievement Medal!



Ken Ottinger

Adjunct Visual Art Instructor, will use the Halloween piece he created below to teach his Drawing 1 Class students using the method, "Teaching by Example." Ken learned this method of teaching at The Art Center College of Design.



Eric Boos

Eric, an adjunct visual arts instructor, is currently displaying his images at the Vault Gallery show at the ASU Downtown Library. The woman resting her head on her hand is our own Dr. Amy Stein, History professor.



2022-23 Project Updates

- FA-SA-SGA Partnership: 22 a Day, Textbooks, Clothing Drive
- YC Faculty Activities: Basketball Game, Winter Collaboration, Summer Institute, Conference
- Faculty Service Document
- YCFA Alignment with the Mission and Vision of YC!
- Adjunct Support





FY22-23
YCSA Professional
Growth Funds \$25,000

Opened for applications on 8/17/22

Current Balance \$2,275



NACADA | THE GLOBAL COMMUNITY FOR ACADEMIC ADVISING

NISTS
National Institute for the Study of
TRANSFER STUDENTS

YCSA
YAVAPAI COLLEGE STAFF ASSOCIATION

NAU NORTHERN ARIZONA
UNIVERSITY

INFOSEC

 Arizona Association for
Economic Development

NACAC
National Association for
College Admission Counseling

UtahStateUniversity

LivingRoom
Conversations

Staff Trainings

Arbinger
Institute

Uof SC South Carolina

CompTIA.



THE
BUSINESS
OF SMALL COLLEGE ATHLETICS

NASPA | Student Affairs Administrators
in Higher Education

 UNIVERSITY OF
SOUTH DAKOTA

 **KACE**
by Quest

GRAND CANYON
UNIVERSITY™

HCI Human
Capital
Institute

Sarah Southwick
Instructional Support Manger

These interactions helped me fully understand that COVID has taken a toll on our students and how events that create personnel connections (face-to-face) are not only important, they are desperately needed. Our students are people first. This will inform my work as a PTK advisor moving forward. Thank you, YSCA Staff Professional Growth Committee, for making this opportunity available!

Pamela Fawns
Dual Enrollment Advisor

I received the scholarship to continue my education by taking coursework for my Masters of Science in Administration degree at the University of South Dakota. With both the conference and my Masters' course, I have learned important information which I use every day while being an advisor at YC. I would not have been able to attend either the conference or take my Master's class without the help of this scholarship. Thank you, YCSA!

Linda Brannock
Recruitment Specialist

Through the Professional Growth Scholarship, I attended an Admission conference in Houston, Texas, called NACAC. I am new to Admission, and this conference was an excellent opportunity to learn new tools and meet other Admission staff worldwide. I attended the NACAC conference with 3 team members, which was a great team-building opportunity, and gave our team some new information to better serve future prospective students. Thank you!



Yavapai College Student Government Association Update



- Senate Elections & Votes (663)
- Senate Members
 - Prescott: Hayden Gilbert
 - Prescott Valley: Abigail Boyd
 - Verde Valley/Sedona: Suzanne Tanner
 - Chino: Laurel Leverone
 - CTEC: Interviewing in progress
 - Online: Desiree Lewis
 - Residence Hall: Zane Shepard
- Initiative Work for 2022-23

Yavapai College Athletics



Athletics

- Hired all of our new head coaches
- Set new expectations
 - For fundraising
 - Recruiting
 - Community participation
 - Team goals



Chelsey Lucas

Head Coach, Women's Volleyball

YC's head volleyball coach Chelsey Lucas brings 15 years of coaching experience to the table that spans from club volleyball all the way to head coaching jobs at Alcorn State University, University of Arkansas at Pine Bluff and Grambling State University. As a player at Grambling State, where she earned her bachelor's degree, Lucas earned SWAC Defensive Player of the Year honors.



Yavapai County Athletes: 1
Arizona Athletes: 5
Fundraising Goal: \$32,000



Rozie DeWeese

Head Coach, Women's Soccer

After taking the Roughriders to the playoffs in women's soccer's first season in YC history, Coach DeWeese enters her second season at the helm of Yavapai women's soccer. Prior to her time at Yavapai, DeWeese coached collegiately at Sacramento State University, UC Davis and Indiana State University.

Assistant Coach
Keetley McLachlan



Yavapai County Athletes: 5
Arizona Athletes: 24
Fundraising Goal: \$20,000



Chris Houser

Head Coach, Men's Soccer

At the helm of the men's soccer program, Coach Houser brings a wealth of soccer knowledge to Yavapai College. As a player, Houser earned a national championship at Southern Connecticut State University, played on the United States Men's National Team and played five years of professional soccer.

Assistant Coach
Ryder Vanderheyden



Yavapai County Athletes: 2
Arizona Athletes: 14
Fundraising Goal: \$35,000



Kevin Lewis

Head Coach, E-Sports

Coach Lewis became the first-ever E-Sports Coach in YC history in December of 2021 and has built the program into a competitor in just one year. Lewis has been a lifelong gamer while teaching others how to play along the way. Some games that he has played competitively include League of Legends and Starcraft 2, while he enjoys playing games such as Diablo, World of Warcraft, Overwatch and Destiny, for fun.



Yavapai County Athletes: 5
Arizona Athletes: 7
Fundraising Goal: \$10,000



Gerrard Carmichael

Head Coach, Women's Basketball

Coach Carmichael is the first women's basketball head coach since the sport was reinstated at YC. A longtime high school coach at Shadow Mountain (where he won a state championship) and Horizon, Carmichael also played at Shadow Mountain and then played collegiately at Scottsdale Community College and Feather River Community College.

Assistant Coach
Ryan Walcott



Yavapai County Athletes: 5
Arizona Athletes: 12
Fundraising Goal: \$35,000



Jay Joyner

Head Coach, Men's Basketball

Coach Joyner is the first men's basketball head coach since the sport was reinstated at YC. Joyner has been coaching collegiately for almost 20 years, most notably at North Carolina A&T State University where he earned MEAC Coach of the Year honors in 2018.



Yavapai County Athletes: 2

Arizona Athletes: 5

Fundraising Goal: \$45,000



Kali Pugh

Head Coach, Softball

Coach Kali Pugh has been coaching softball for five years. Prior to that, she put together one of the most impressive playing resumes that a softball player could accomplish and was a three-time national champion in college. Pugh is ready to lead the Roughriders in her first season in 2023.



Assistant Coach Jaydee Boursaw



Yavapai County Athletes: N/A
Arizona Athletes: N/A
Fundraising Goal: \$35,000



Patrick Woods

Head Coach, Baseball

Woods brings over three decades of coaching experience, between JUCO and competitive club baseball, to Yavapai College, in addition to having a successful playing career at the college level. His expertise will have Yavapai baseball continue on the tradition of being a national contender year in and year out.



Yavapai County Athletes: N/A
Arizona Athletes: N/A
Fundraising Goal: \$50,000

District Governing Board Legislative Report Oct. 2022

Rodney Jenkins, Vice
President,
Community
Relations/Student
Development

Federal Legislative Actions (Community College Funding Priorities FY2023 Appropriations Requests)

- ▶ **Increase Pell Grants Maximum by at least \$500.00**-approximately 2 million low-income community college students receive Pell Grants to pay for tuition and fees and other expenses.
- ▶ **\$100 Million for Strengthening Community College Training Grants (SCCTG)**-Provides direct support for expanded workforce training capacity at community colleges working in partnership with businesses and other components of the workforce development system.

(Community College Funding Priorities FY2023 Appropriations Requests)

- ▶ **\$209 Million for Higher Education Act's Title III-Strengthening Institutions Program**-Helps community colleges and other institutions serve low-income and other students by providing funds to improve academic quality, institutional management, and fiscal stability. Funds may be used for planning, faculty development, establishing endowments, and other purposes that reflect local needs.
- ▶ **Continue funding with increases to these programs:** SEOG, Federal Work Study, Childcare Access Means Parents in School, TRIO, Gear Up, Perkins Career & Technical Education Basic State Grants, ABE, WIOA, Labor Apprenticeship Grants

Other Federal Legislative Actions

► **Improve Higher Education with Better Measurement Tools and Develop More Accurate Community College Outcomes Measurements**

The nation's 21st century higher education system is burdened by incomplete, antiquated data frameworks and is in critical need of updating. Congress should mandate creation of a federal student-level data system, as in the bipartisan College Transparency Act (CTA). This would streamline institutional reporting requirements, deliver more accurate and complete data on institutional outcomes, enable colleges to better assess the economic benefits of their programs, and better empower students and families to select a college and program that best their needs and goals.

ACCT/AACC Upcoming Events

- ▶ **American Association of Community College Trustees (ACCT), Annual Leadership Congress Session “Improving the Lives of the Entire Family”**
 - ▶ October 25-29, 2022, In New York City
 - ▶ Dr. Rhine, Rodney Jenkins, Deb McCasland are presenters: “Culture Eats Strategy”
- ▶ **American Association of Community Colleges (AACC), Annual National Legislative Summit**
 - ▶ February 5-8th, In Washington, D.C.
 - ▶ SGA will accompany us to lobby on “the Hill”

**Yavapai College
Budget to Actual Status by Fund
August 2022**

The President's Monthly report below provides a brief financial status of each of the District's five funds as of August 31, 2022.

Source: Monthly Revenue and Expenditure
Financial Reports

General Fund



As of August 31, 2022, the General Fund has a surplus of \$2,969,900. This is primarily the result of tuition and fee revenues being recorded for the fall 2022 semester and an additional one-time Rural Community College appropriation granted to the District by the State, subsequent to the Board approving the budget.

For the fiscal year ended June 30, 2023, the General Fund is projected to be within budget.

Auxiliary Fund



As of August 31, 2022, the Auxiliary Fund has a large surplus due to the collection of the fall 2022 semester room revenues. This will even out over the next several months. For the fiscal year ended June 30, 2023, the Auxiliary Fund is projected to be within budget.

Unexpended Plant Fund



As of August 31, 2022, the Unexpended Plant Fund has a deficit of \$957,400 due to a significant amount of Preventative Maintenance being encumbered for the fiscal year. The supporting revenues to cover this deficit will be received over the remaining fiscal year.

For the fiscal year ended June 30, 2023, 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 August 31, 2022, the Restricted Fund has a small surplus and is expected to be within budget for the fiscal year.

Debt Service Fund

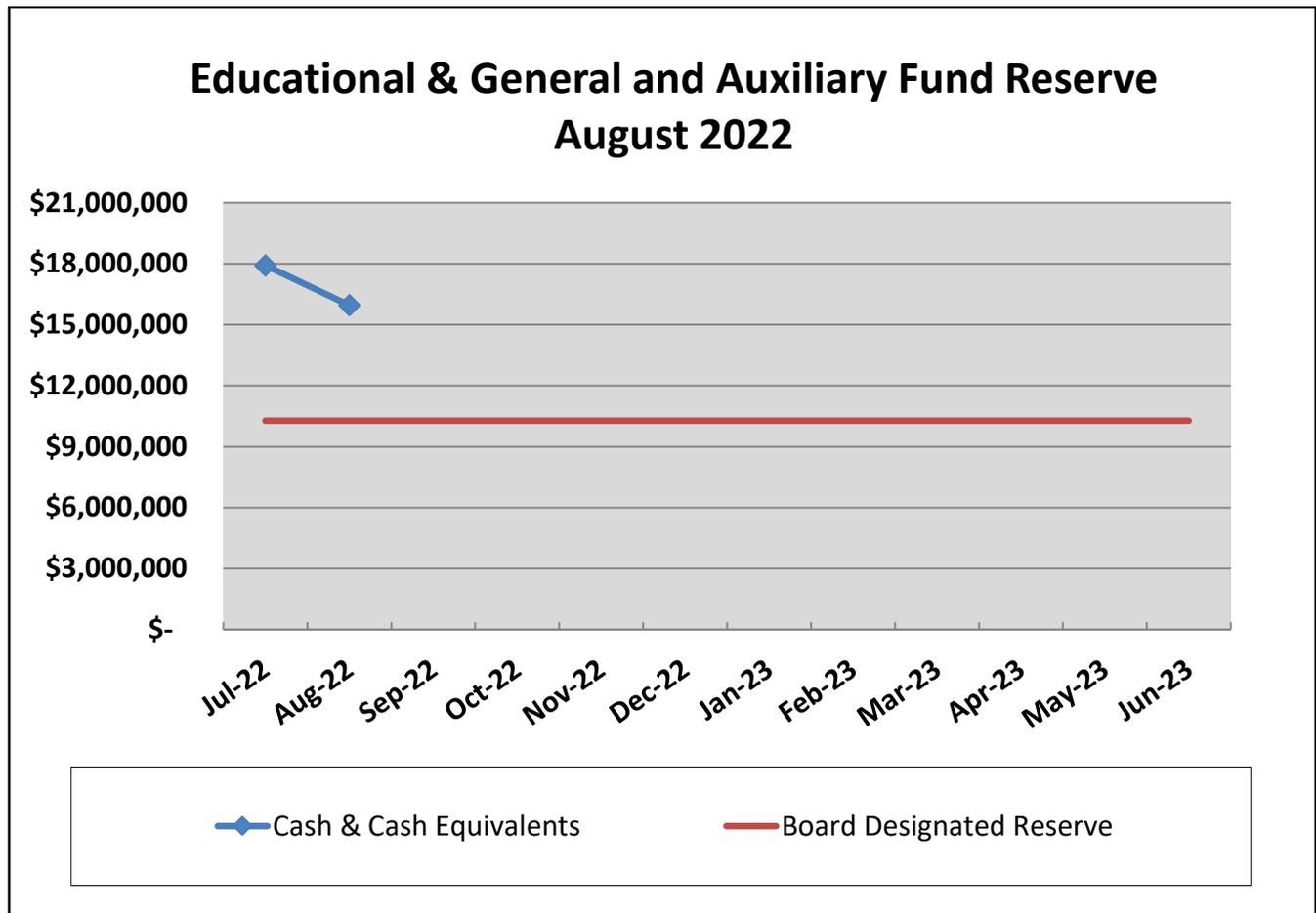


The Debt Service Fund accounts for the monies used to pay the interest and principal on the District's long-term bonds. College debt is at fixed rates of interest—as of August 31, 2022, there were no variances from budget.

Yavapai College Cash Reserves August 2022

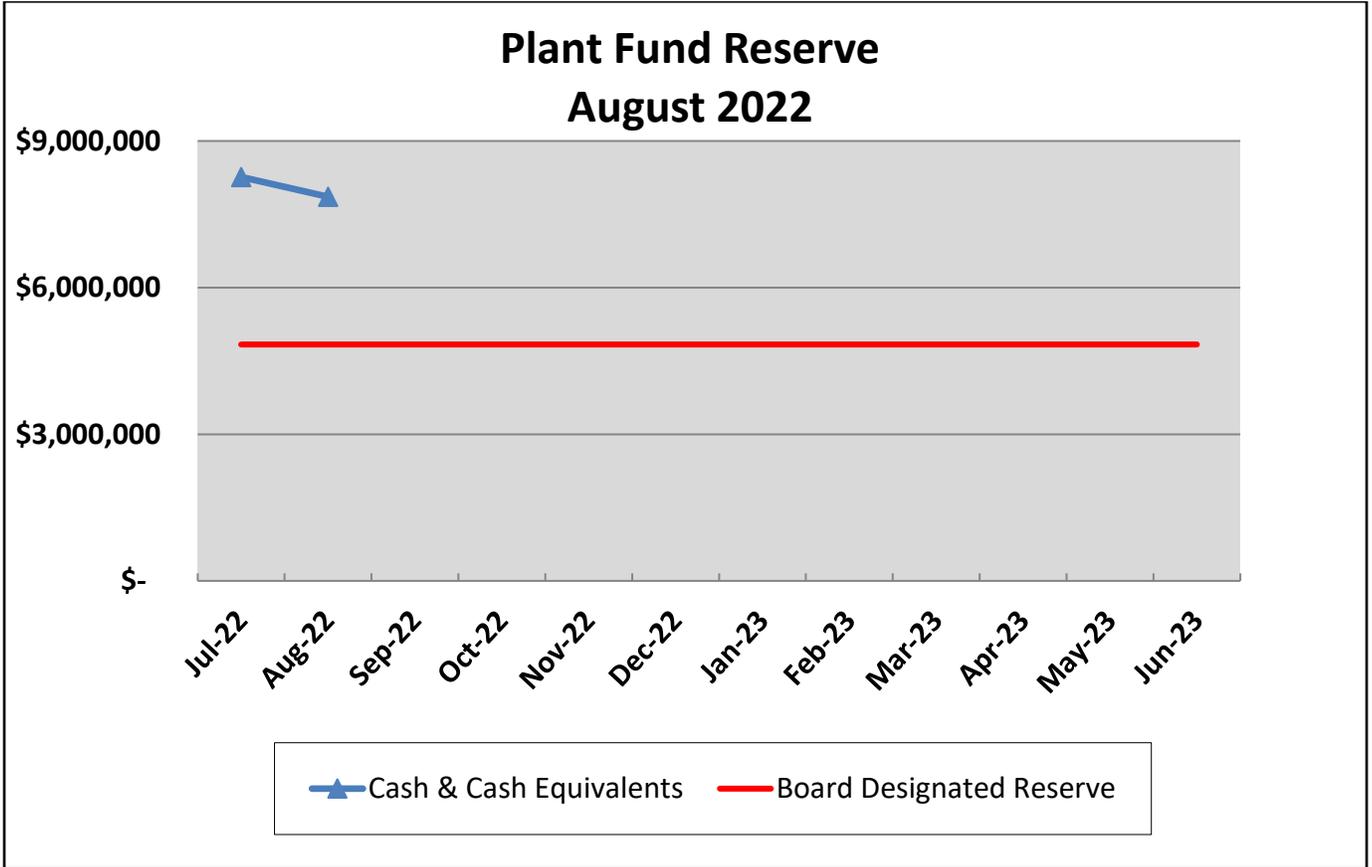
The President's monthly report on cash reserves below displays the District's reserves at August 31, 2022, in relation to the District Governing Board's (DGB) reserve requirements.

Source: Banner Finance



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

As of August 31, 2022, Current Fund reserves have exceeded the DGB's reserve requirements.



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

As of August 31, 2022, Plant Fund reserves have exceeded the DGB's designated reserve.

Employee Retention



Why Employees Leave

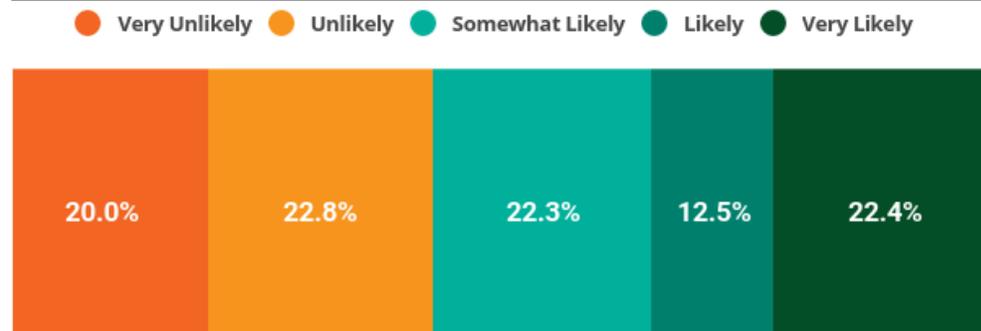
- Inadequate salary
- Benefits
- Overworked
- Limited career advancement
- Work-life balance
- Lack of recognition
- Dissatisfied with culture
- Concern with company direction

65%

Why College Employees Leave

2022 EMPLOYEE RETENTION SURVEY

Likelihood of Looking for Other Employment Within the Next 12 Months

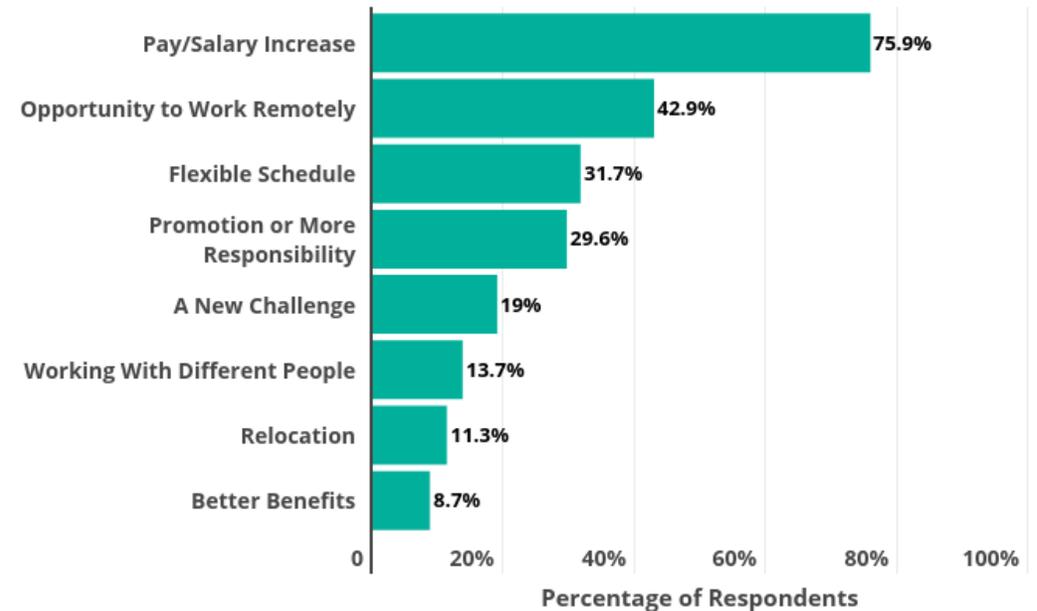


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2022 EMPLOYEE RETENTION SURVEY

Reasons Employees Are Seeking New Opportunities



© College and University Professional Association for Human Resources





Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Aug. 2021 - Aug. 2022
Percent change

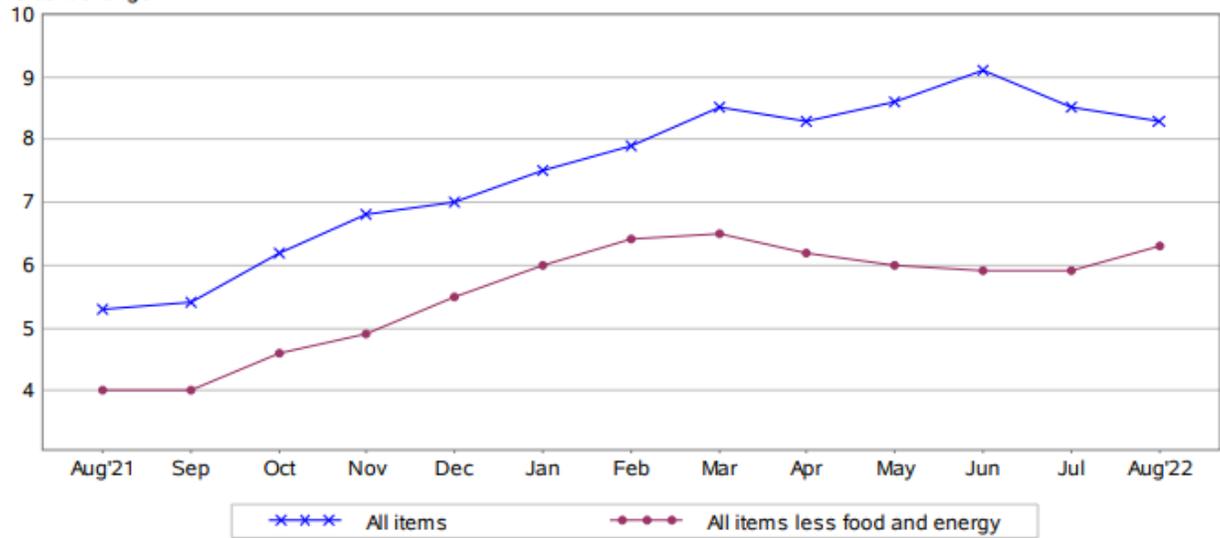
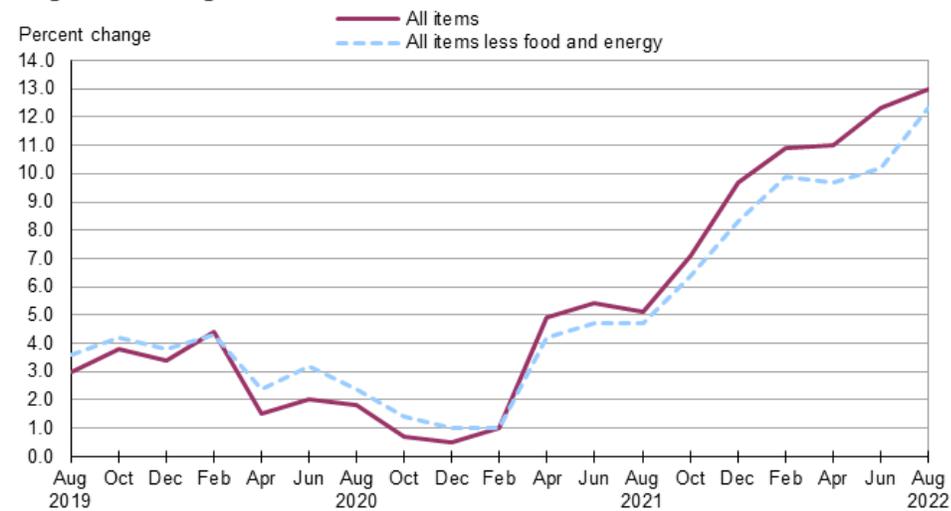


Chart 1. Over-the-year percent change in CPI-U, Phoenix-Mesa-Scottsdale, AZ, August 2019–August 2022
Percent change



Source: U.S. Bureau of Labor Statistics.

FY23 Compensation Increase

- 4% everyone
 - 1.3% to adjust below-market employees
 - .45% 1-time performance bonus
 - .4% Breaking Bread
- Employment Cost Index
 - 12/21 5.3%
 - 3/22 6.4%
 - 6/22 6.5%

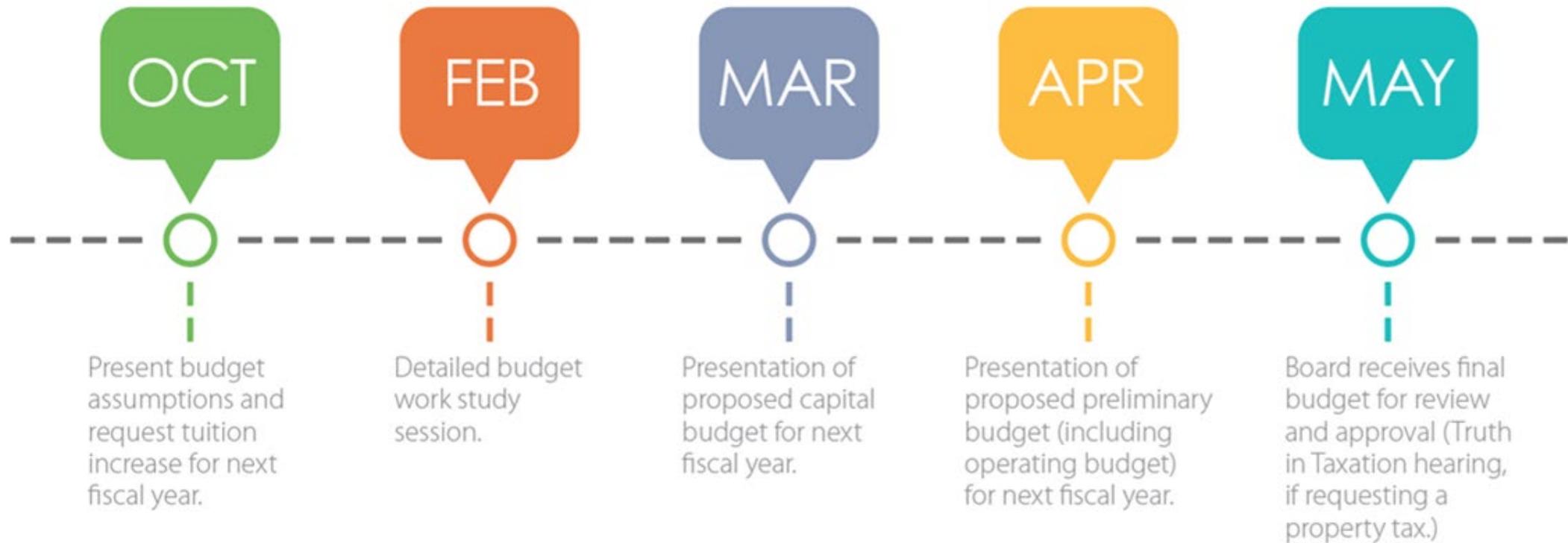
Propose: Employee Retention Bonus

- Full-time and Regular Part-time
 - \$1250 paid in November
- Temporary Part-time
 - \$50 grocery card given in Nov.
- Total 1-time Costs
 - \$700,000
- Net effect
 - 5.7% recurring raise FT
 - 2.5% 1-time FT
 - 4% recurring PT
 - .65% 1-time

FY24 Budget Assumptions and Tuition Proposals

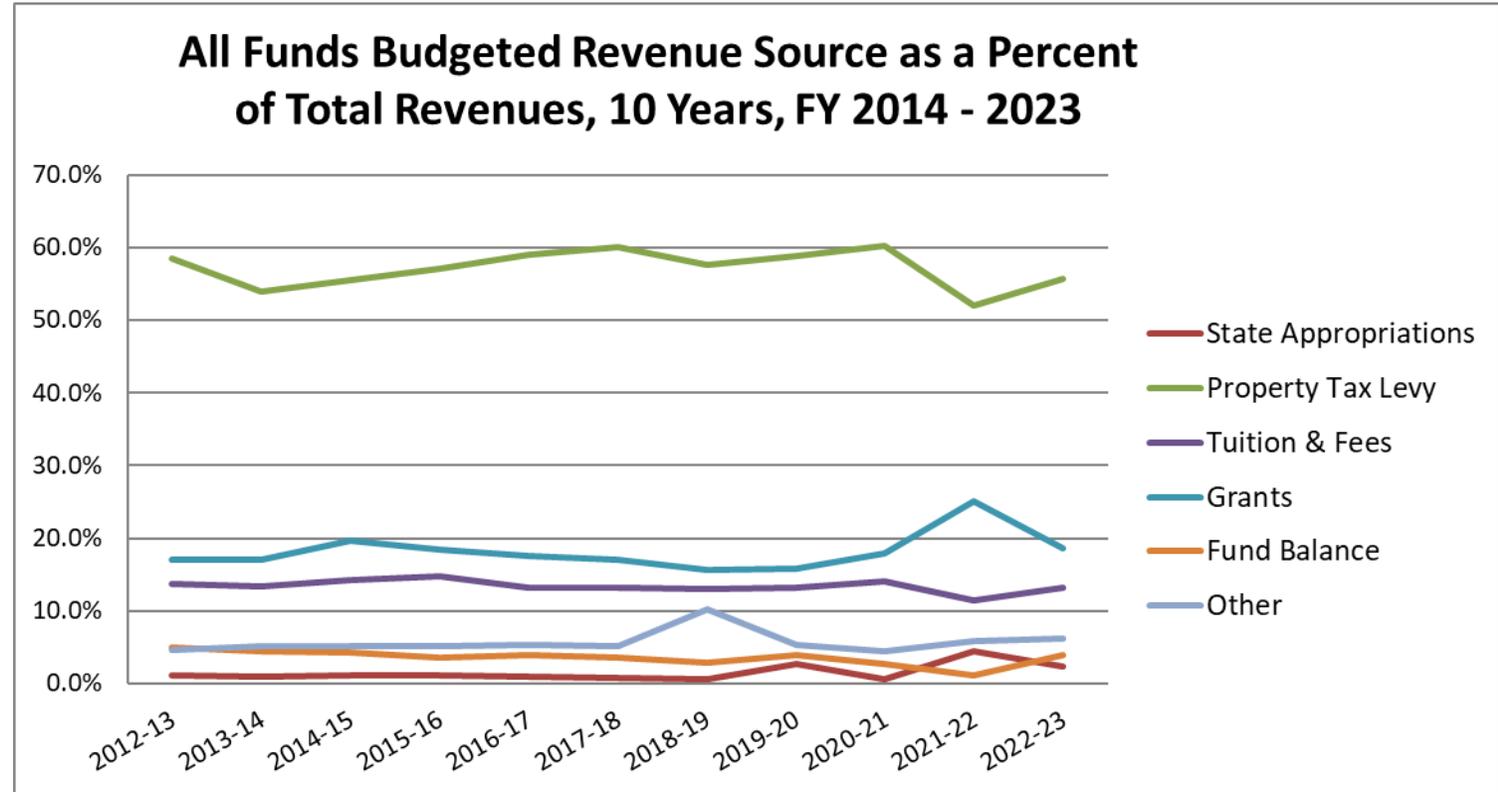
Prepared for the District Governing Board

October, 2022



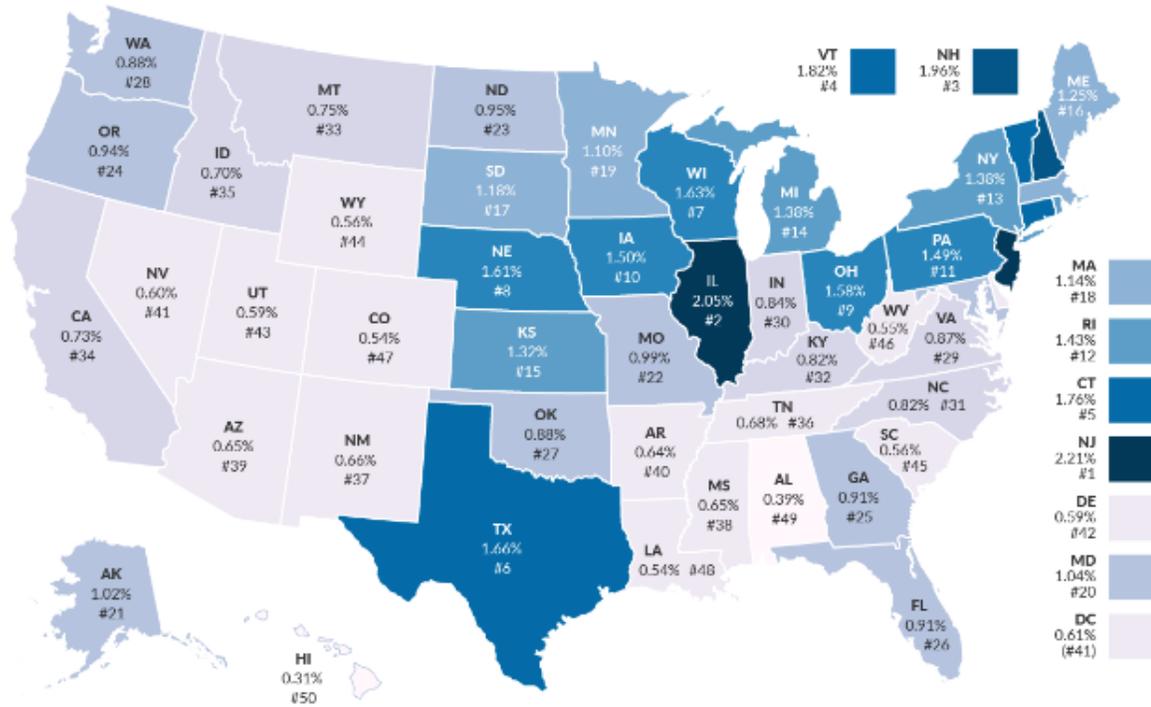
Budget Timeline

Context



How High Are Property Taxes in Your State?

Property Taxes Paid as a Percentage of Owner-Occupied Housing Value, 2020



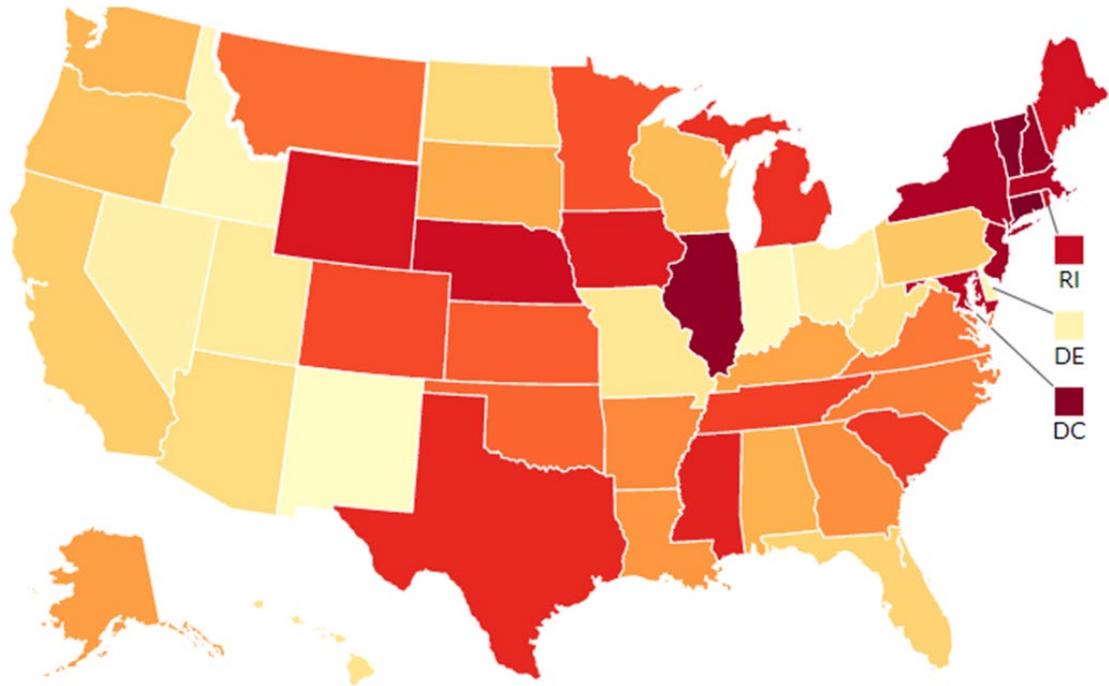
Note: The figures in this table are mean effective property tax rates on owner-occupied housing (total real taxes paid/total home value). As a result, the data exclude property taxes paid by businesses, renters, and others. D.C.'s rank does not affect states' ranks, but the figure in parentheses indicates where it would rank if included.

Sources: U.S. Census Bureau, "2020 American Community Survey"; Tax Foundation calculations.

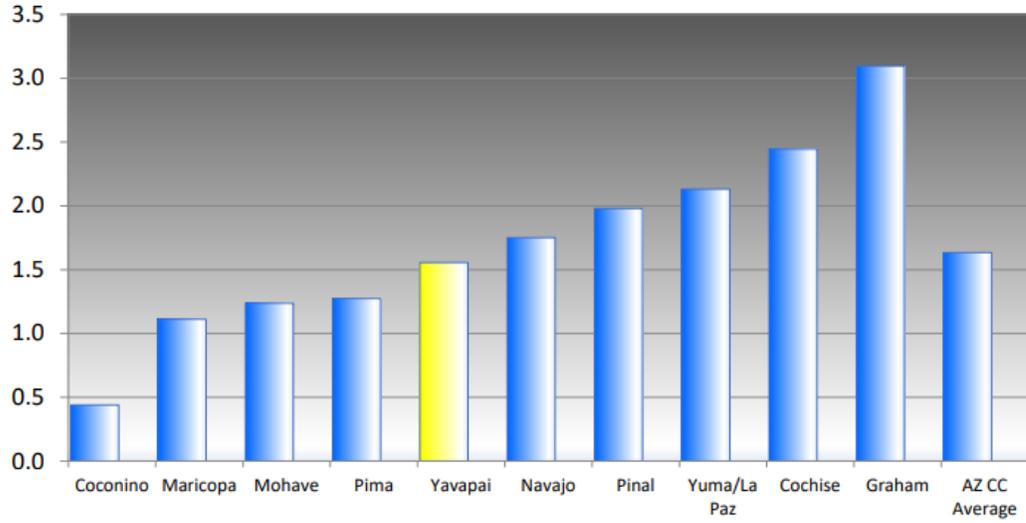
Property Taxes Paid as a Percentage of Owner-Occupied Housing Value, 2020



Property Taxes



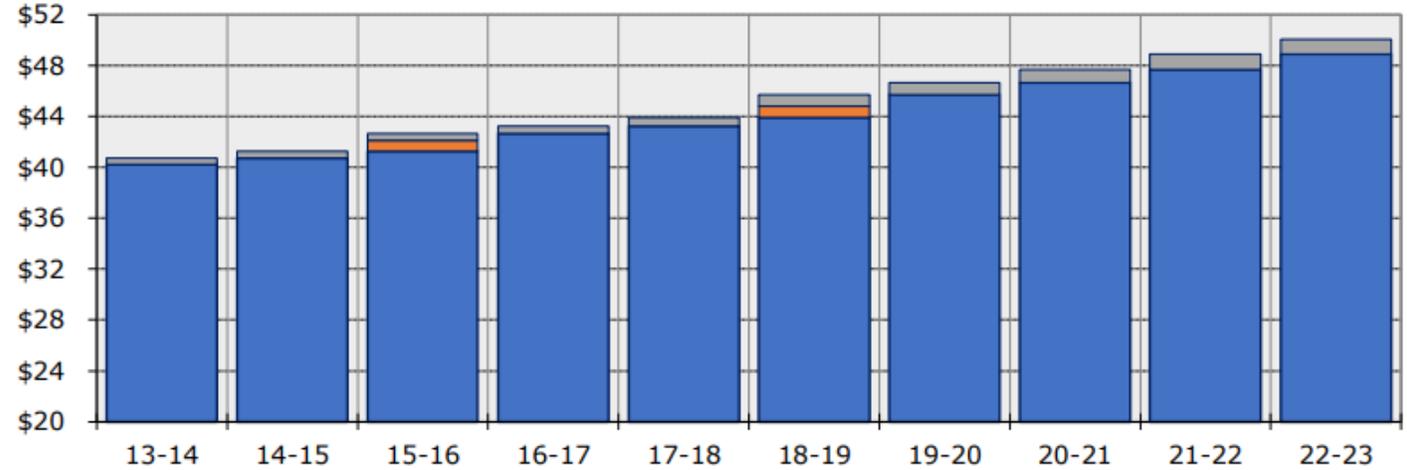
**Arizona Community College
2022 Primary Property Tax Rates
(in mils)**



Source: FY2021-22 Arizona Community Colleges State Aid Request

(Millions)

Primary Levy



FY2024 Budget Assumptions

Change in Revenues

Property Tax	New Construction	\$ 1,100,000
	Increase Levy	\$ 2,396,205
Tuition	Enrollment	\$ (651,540)
	Price	\$ 560,423
State	M&O Appropriation	\$ 52,000
Total		\$ 3,457,088

Change in Expenses

6% Base increase	\$ 2,312,294
5% Benefits	\$ 428,680
Performance Pay	\$ 173,422
Market Adjust	\$ 192,691
Utilities, Hardware, Software	\$ -
Existing SP Initiatives	\$ 350,000
Reallocations	\$ (500,000)
New SP Initiatives	\$ 500,000
Total	\$ 3,457,088

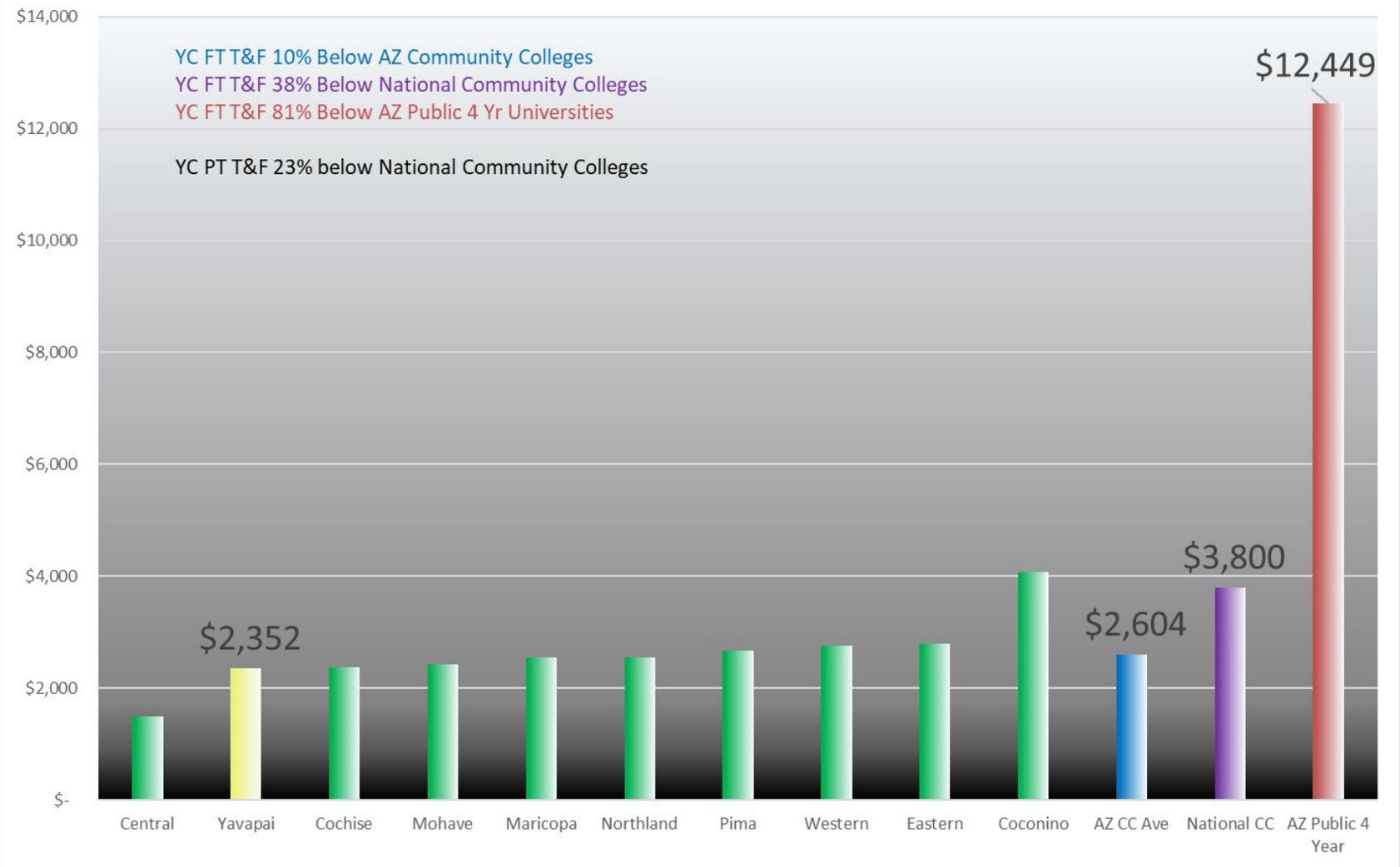
Tuition Pricing Goals

- **Be transparent**
 - Very few course/program fees
- Remain **price-competitive**
- **Be Accessible**
 - Keep price affordable
 - i.e. reflect lower county wages

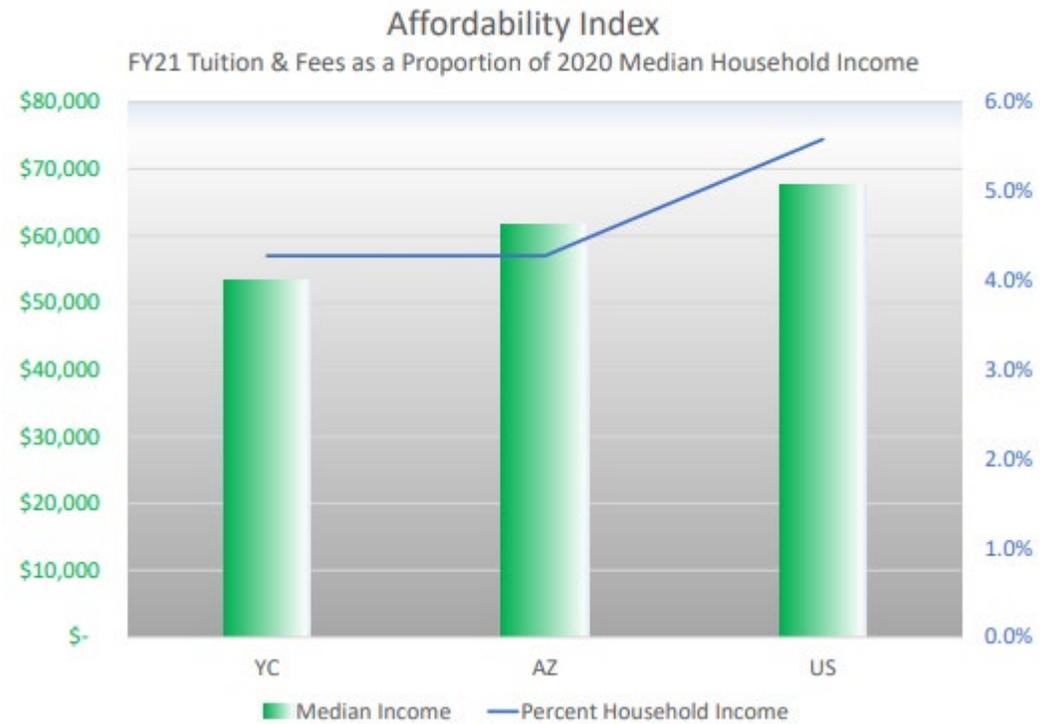


Price Competitive

FY22-23 Tuition & Fees 30 Credits



Affordable
and Accessible



Existing Tuition & Fee Recommendations

- **In-State Tuition Increases**
 - 3 Tiers
 - 1: General Education \$5
 - 2: Lab Based \$6
 - 3: CTE/ Allied Health \$6
 - **Market Based**
 - CDT: \$10
 - FSC: nc
 - GST: nc
 - NSG: \$8
 - RAD: nc
 - General Fees – no changes
- **Out-of-State**
 - WUE \$8, \$9, \$8
 - Non-WUE: \$0

Baccalaureate Recommendations

Tier 4: Upper Division Business

- In-state \$155
- WUE \$232
- Non-WUE \$429

Tier 6: Upper Division Nursing

- In-state \$252
- WUE **\$378**
- Non-WUE \$526

Discounts

- Senior Citizen discount: 50%
- Dual Credit: \$10/ credit
- Online concurrent discount: 50%
- FT students: 20%+
- Ability to negotiate discounts
 - Businesses with over 500 employees
 - Business partners who provide significant teaching & learning support

Scholarships

- YC Promise
- Workforce Promise
- Earn to Learn

Discounts & Scholarships

Course Fees

- Aviation (pass through)
 - Fixed Wing: 2.5%

Auxiliary Services

- Residence Halls: 1%
 - Includes parking, laundry, internet, utilities, security
- Meal Plans: +3%
- Family Enrichment Center: +5%



Request Approval

- In-State: \$5, \$6, \$6
 - UD BUS \$155
 - UD NSG \$252
- Out-of-State:
 - WUE \$8, \$9, \$8
 - UD BUS \$232
 - UD NSG \$378
 - Non-WUE Tiers 1-3: \$0
 - UD BUS: \$429
 - UD NSG: \$526
- In-State Market-Based:
 - CDT- \$10
 - NSG- \$8
- General Fees: n/c
- Discounts & Scholarships:
 - Ability to negotiate
 - Earn to Learn
- Course Fees
 - AVT: 2.5%
- Auxiliaries
 - Food 3%
 - Residence Halls 1%
 - FEC 5%

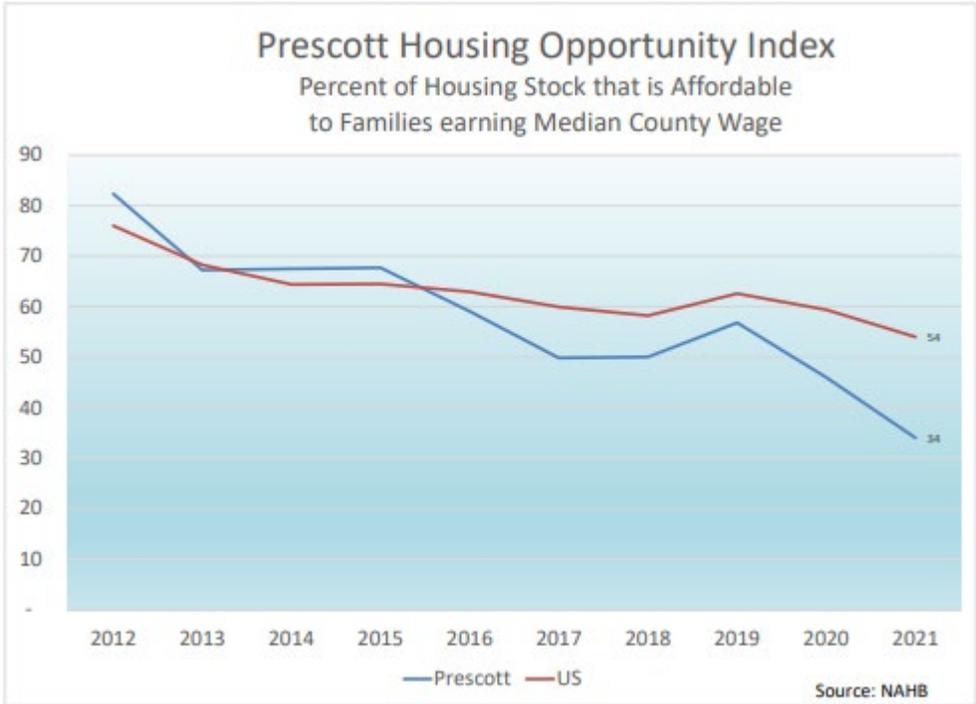


COLLEGE HOUSING UPDATE

PREPARED FOR
YAVAPAI COLLEGE DISTRICT GOVERNING BOARD
OCTOBER, 2022

AFFORDABLE HOUSING

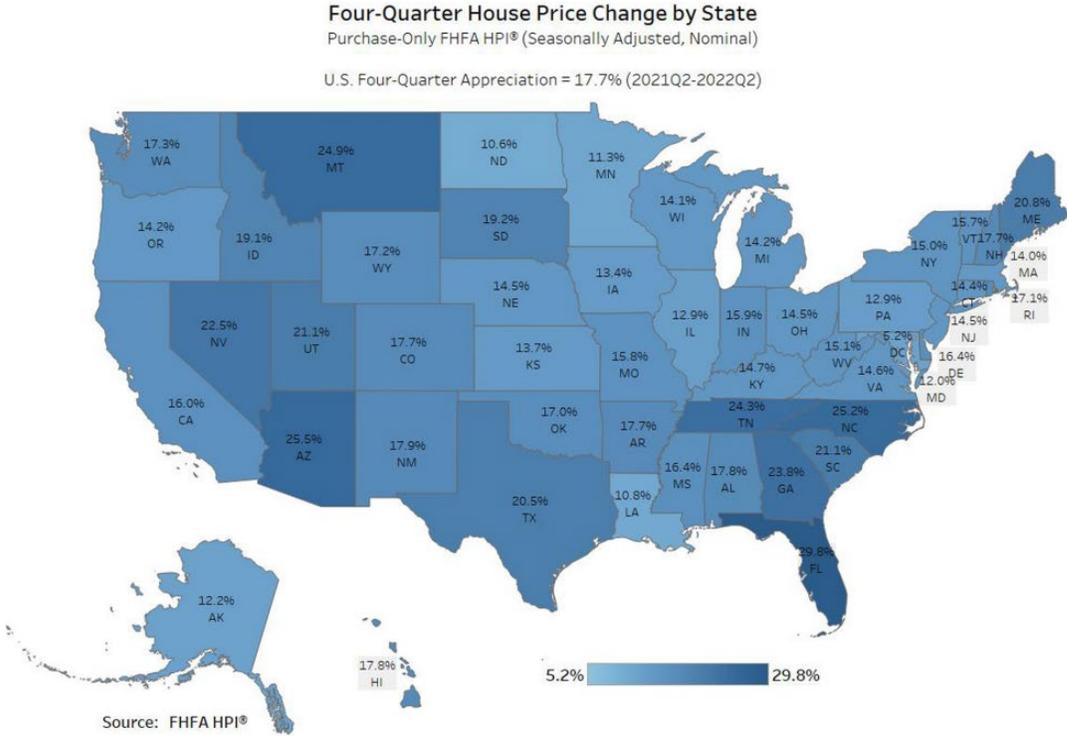
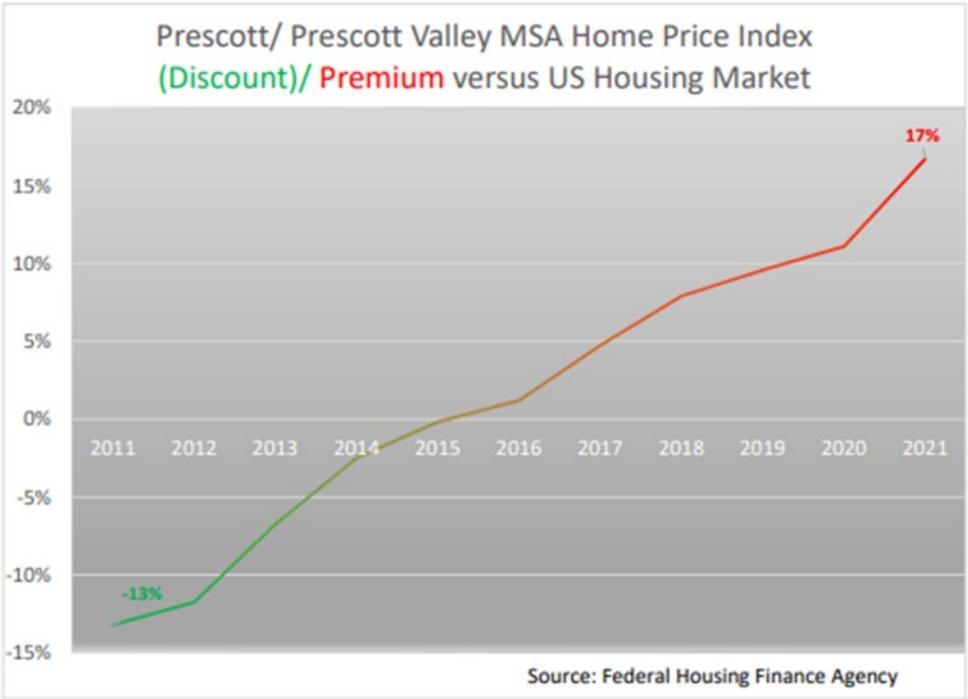
IN PRESCOTT AND PRESCOTT VALLEY



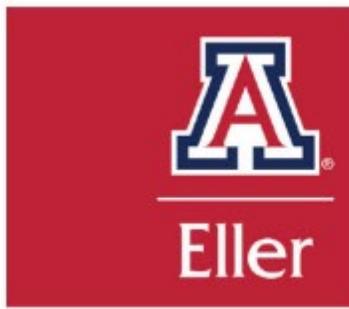
Fell to 28% in Q2 2022

AFFORDABLE HOUSING

PRICE PREMIUM TO LIVE HERE



US 17.7%
AZ 25.5%
Prescott/ PV 19.9%

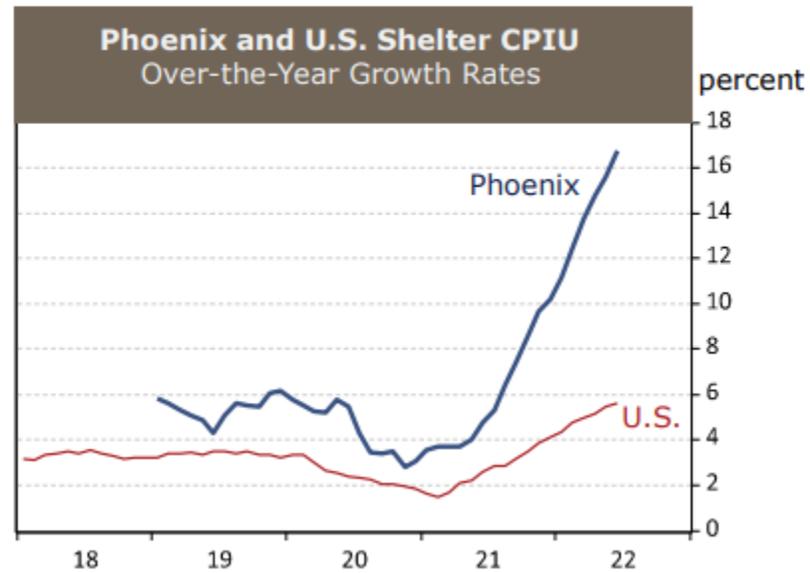


THE UNIVERSITY OF ARIZONA | ELLER COLLEGE OF MANAGEMENT

ECONOMIC *Outlook*

3rd Quarter 2022

Exhibit 1: Phoenix Shelter Inflation Far Exceeds the National Pace



Inflation
Phoenix 12.3%
US 9.1%



AFFORDABLE HOUSING FACTORS

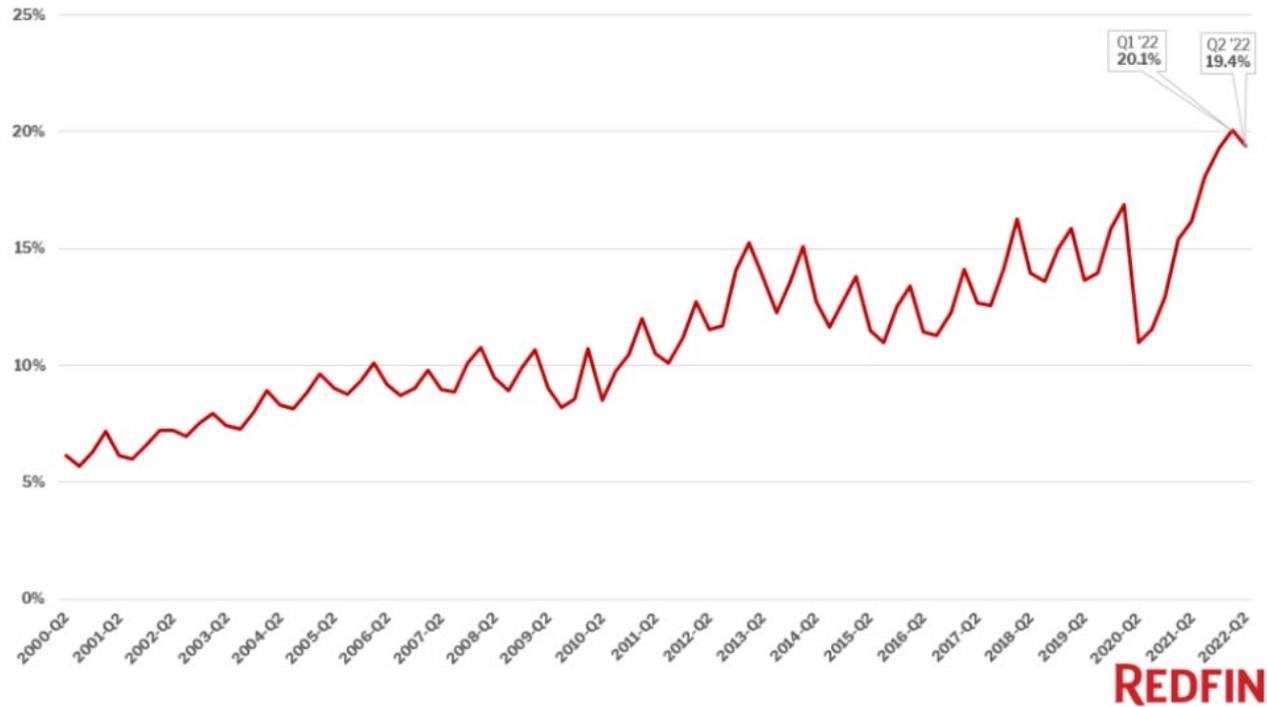
- Supply & Demand
 - Number of units vs. net migration
 - Land
- Construction Labor
- Supply Chain
- Government
 - Local Planning & Zoning
 - State Support
- NIMBY

SUPPLY AND DEMAND

INVESTORS

Investors Buy Nearly 1 in 5 Homes, Near Record-High Market Share

Share of purchased U.S. homes bought by investors
Source: Redfin analysis of county records



Livabl
BY BUZZBUZZHOME

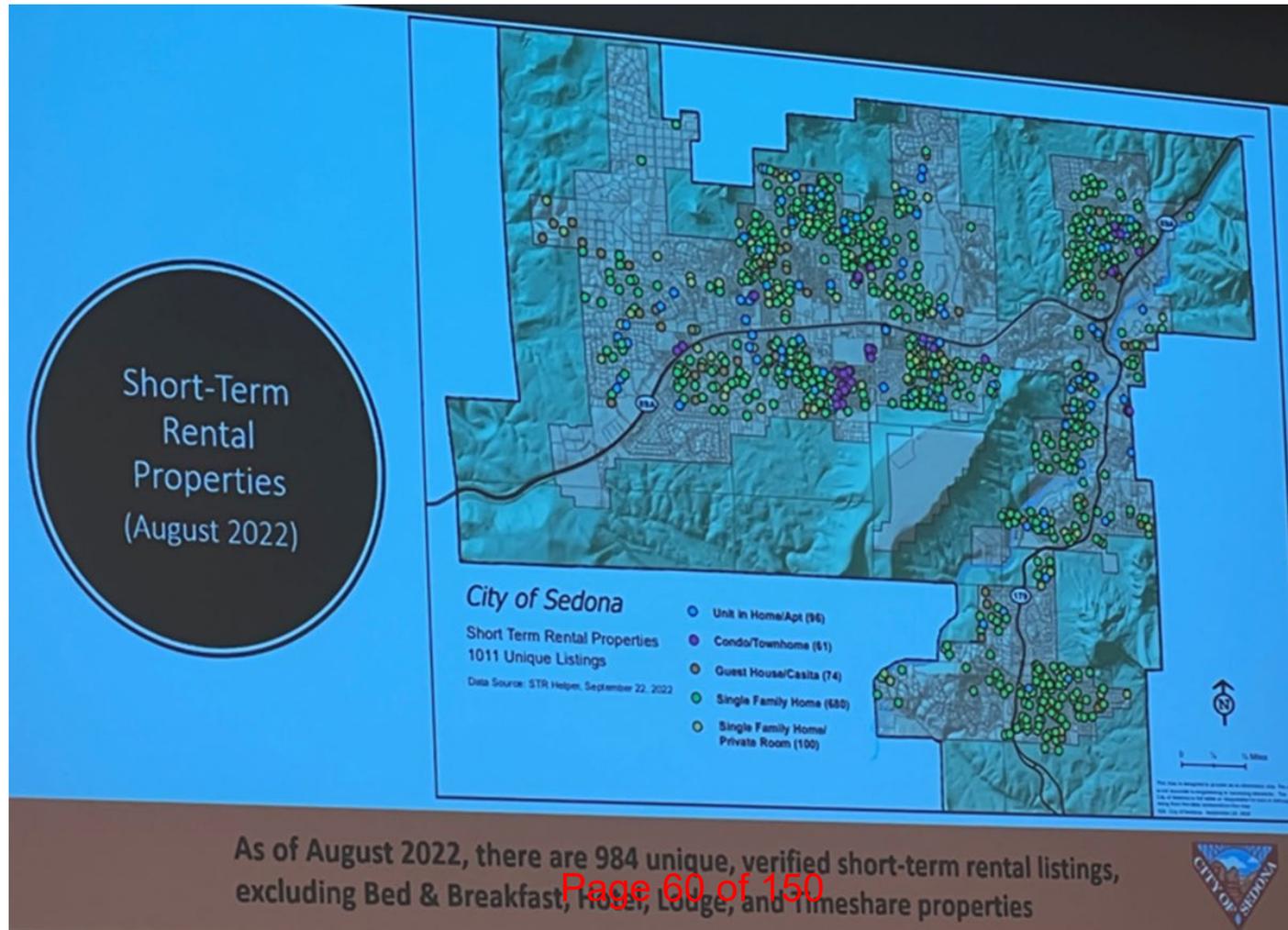
Investors purchased over 30% of Phoenix homes in Q2-2022

Michelle McNally Aug 24, 2022

0 Shares [f](#) [t](#) [e](#) [+](#)

SUPPLY AND DEMAND

INVESTORS: SHORT TERM RENTALS



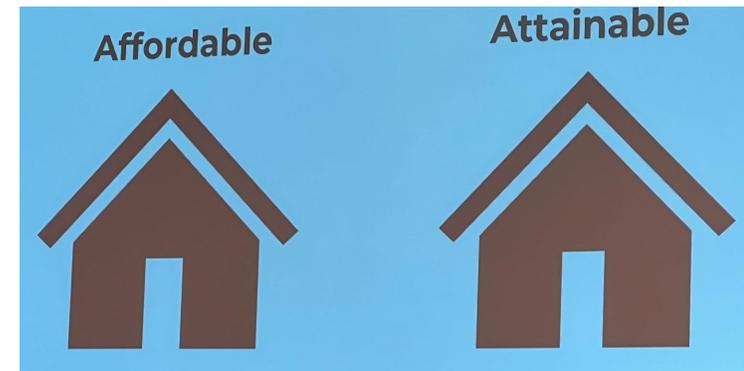
~15% stock

Friday Catchall: What exactly is 'affordable' housing?



By Tim Wiederaenders | [TWieds_editor](#)

Originally Published: September 29, 2022 7:24 p.m.



Earn <80%
median

Earn 80%-
120% median

DEBT TO INCOME RATIO

HOW MUCH BANKS WILL LEND

- Ability to pay
 - $DTI = \text{Monthly Debt} / \text{Monthly Gross Income}$
 - Mortgage or rent $\leq 28\%$ of Gross
 - Includes principal, interest, taxes, insurance



PUBLIC SERVANTS

PROVIDING ESSENTIAL SERVICES



Yavapai
COLLEGE

Median	\$58,489	\$36,736	\$80,229	\$42,139	\$61,544
28%/ mo	\$1365	\$857	\$1872	\$983	\$1436
 nerdwallet	\$191,000	\$132,000	\$295,000	\$152,000	\$231,000

Yavapai County Market*:
Quad City \$519,000

Verde Valley \$521,000

Rural \$468,000

* YC Assessor 9/7/22

Verde Valley Housing Needs Assessment Volume 3: Five-Year Affordable Housing Action Plan & Case Study

Representing the Verde Valley Communities:
Camp Verde, Clarkdale, Cottonwood, Jerome, Sedona, Unincorporated Yavapai County including Beaver Creek (Lake Montezuma, Rimrock, McGuireville), Bridgeport, Cornville, Page Springs, Verde Villages, Village of Oak Creek and the Yavapai-Apache Nation
April 2021



Prepared by:

 Elliott D. Pollack & Company
7505 East 6th Avenue, Suite 100
Scottsdale, Arizona 85251
and
Sheila D Harris Consulting Services

Sponsored by:



July 2021

Potential Solutions

Costs of Development	Tools
<p>Land Costs 15%-20% of total costs</p>	<ul style="list-style-type: none"> Community Land Trust Land Banks Use of City-owned land Density bonuses Zoning/General Plan policies City contribution to lower private land costs (Gap financing)
<p>Soft Costs 15%-20% of total costs (Design, Entitlement, Permits)</p>	<ul style="list-style-type: none"> Waiver of permit fees Waiver/reimbursement of development fees Expedited review of plans Flexible design standards Streamlining of development requirements & processes Apartment development by-right
<p>Hard Costs 60%-70% of total costs (Labor & Building Materials)</p>	<ul style="list-style-type: none"> Waiver of construction sales tax Consistency in Building Codes Reduced parking requirements City assistance with infrastructure improvements Direct capital funding of development costs (Gap financing) Partnerships with private developers & non-profits

K-12 HOUSING INITIATIVES

AZ DEPARTMENT OF ED MATCHING GRANT

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SATURDAY, OCT. 08 WEATHER SUBSCRIBER SERVICES CONTACT US NEWS TIPS

PUSD votes to apply for matching grant to build small, workforce housing complex

Complex would be located on Taylor Hicks Elementary property



Prescott Unified School District Superintendent Joe Howard holds up a preliminary schematic draft plan for four to seven, two-bedroom manufactured homes on district-owned, unused land on the Taylor Hicks Elementary School property. (Nanci Hutson/Courier)



By Nanci Hutson | HutsonNanci

Originally Published: August 31, 2022 8:48 p.m.

CHINO VALLEY REVIEW

Trusted local news leader for Chino Valley & Parkland

SATURDAY, OCT. 08 WEATHER SUBSCRIBER SERVICES CONTACT US NEWS TIPS

CVUSD board moves forward with teacher housing plans on land behind Del Rio Elementary



The red circle on this map of Del Rio Elementary School shows where the Chino Valley Unified School District is thinking of building a "tiny home" style affordable housing for teachers. (Google Map satellite image)



By Nanci Hutson | HutsonNanci

Originally Published: September 15, 2022 8:44 p.m.

The Daily Courier

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SATURDAY, OCT. 08 WEATHER SUBSCRIBER SERVICES CONTACT US NEWS TIPS

Grant-allocation process underway to build affordable housing for teachers

Chino Valley Unified, Prescott Unified working on potential projects they see as a means to recruit and retain top teaching talent



By Nanci Hutson

Originally Published: Oct

HOUSING IDEAS FOR YC



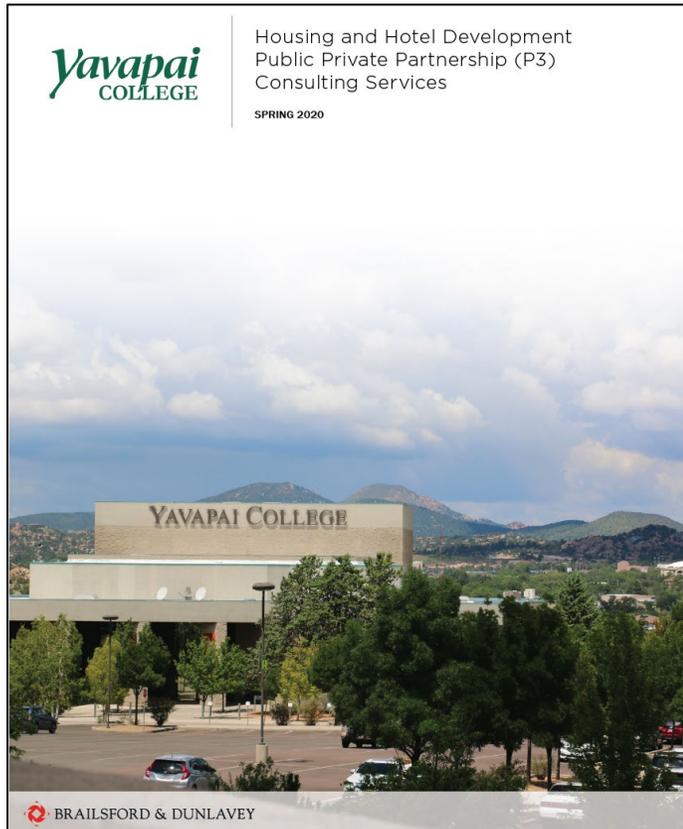
- Apartments for Non-Traditional Students
- Rental Housing & Apartments for Employees
- Land Trust Housing for Employee Purchase
- Housing Purchase Assistance for Employees



CONTEXT TRADITIONAL STUDENT HOUSING

- 220 Beds
 - 130 Athletes
 - 30 NARTA
 - 20 Resident Assistants
 - 40 General Public
- Operating Costs
 - Residence Life Staff
 - 24x7 Police
 - Food Service

NON-TRADITIONAL STUDENT APARTMENTS



- Student Housing Deficits
 - 74 Beds Prescott Campus
 - Up to 174 with Aviation & Gunsmithing
 - 56 Beds Verde Valley Campus
- Students prefer apartment, ideally with private bedroom
- 3P not interested until 400+ beds
- Propose
 - 60 Beds to support non-traditional (21+) students at VVC
 - Meet student needs and support destination programs
 - Apartments to minimize operating costs and provide flex.



RENTALS FOR EMPLOYEES

- B&D estimated 25 units for 450 FT employees
 - used 2019 market data
 - Did not survey candidates who didn't apply or declined offer or left
- YC could offer a variety of 1, 2, 3 Bedroom units
 - Apartments
 - Small Homes: demonstrate 3D, Tiny, Modular
- Offer affordable rent
 - No land costs
 - exempt from building codes
 - no property taxes

LAND TRUST HOUSING

EMPLOYEE PURCHASE OPTION

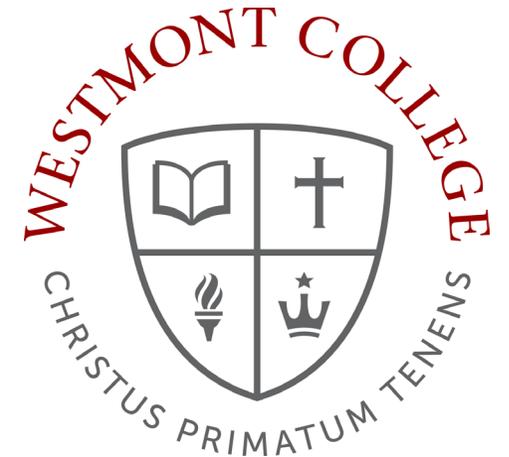
- YC or YCF forms 501c3 Land Trust
- Develop housing improvements
- Sell improvements (ie. Condo or house) to employee
 - When employee leaves YC, they must sell to another YC employee or to YC
 - YC and employee split de/appreciation
- Limited capital outlay



HOUSING PURCHASE ASSISTANCE

EMPLOYEE PURCHASE OPTION

- College and employee co-invest in a house
 - In-county
 - Up to median home value
- Employee invests at least 5% and closing costs
 - college makes up the 20% down
- Employee household pays 35% of gross income toward mortgage
 - College pays balance
- When employee leaves college,
 - Employee buys out college at FMV or
 - Employee sells house and splits profits with college based on investments



HOUSING FEEDBACK



- Apartments for Non-Traditional Students (\$9.25M)
- Rental Housing & Apartments for Employees (\$9.25M)
- Land Trust Housing for Employee Purchase (\$<2.1M)
- Housing Purchase Assistance for Employees
 - (Short term per person: \$78k/ house + \$14k/ year)
 - (Long term: break even)

2022-2023
District Governing Board
Calendar Dates

Month	Board Study Sessions	Board Meeting Type
Monday, November 14, 2022 9:00am – 4:00pm Rock House		Board Workshop 9:00am-4:00pm
Tuesday, November 15, 2022 1:00pm Verde Valley	Study Session 1:00-3:00pm	Business Meeting 3:00-4:00pm
Wednesday, December 7, 2022 5:30pm – 7:30pm Triple Creek Kitchen & Spirits		Board Dinner
Tuesday, January 17, 2023 9:00am – 4:00pm Career & Technical Education Center		Board Elections & Policy Workshop
Tuesday, February 21, 2023 1:00pm Chino Valley	Study Session 1:00-3:00pm	Business Meeting 3:00-4:00pm
Friday, February 24, 2023 9:00am – 4:00pm Rock House		Budget Workshop 9:00am-4:00pm
Tuesday, March 21, 2023 1:00pm Sedona Campus	Study Session 1:00-3:00pm	Business Meeting 3:00-4:00pm
Tuesday, April 11, 2023 1:00pm Rock House	Study Session 1:00-3:00pm	Business Meeting 3:00-4:00pm
Tuesday, May 16, 2023 1:00pm Prescott Campus Community Room (19-147)		Budget Public Hearing/Adoption Business Meeting
Tuesday, May 23, 2023 9:00am-4:00pm Sedona Campus		Board Self-Assessment Workshop

DATES AND PLACES OF COLLEGE HOSTED EVENTS – FY 2022-2023

TYPE OF EVENT	DATE/DAY/TIME/LOCATION
Wine and Dine Event	October 22, 2022 / Saturday / 5:00pm / SWC at VV Campus
Opal Allen Naming Dedication	November 3, 2022 / Thursday / 2:00pm / 19-147
YC Community Update	November 7, 2022 / Monday / 5:00pm / Rock House
YC Community Update	November 10, 2022 / Thursday / 5:00pm / Verde Valley Campus
Basketball Kick-Off Event with Perry Massie	November 30, 2022 / Friday / 4:00pm / Walraven Gym
AAUW Women’s Speaker Forum Event	January 27-28, 2023 / Fri. & Sat. / TBD – Prescott Campus
Legacy League Event	February 9, 2023 / Thursday / 4:00pm / YCPAC Stage
Framing the Future Event	March 3, 2023 / Friday / 5:30pm / YCPAC
ScS Scholarship Reception	TENTATIVE – Friday, April 7, 2023 /Cliff Castle Resort
Commencement for Verde Valley	May 6, 2023 / Saturday / Sedona Performing Arts
Commencement for Prescott	May 7, 2023 / Sunday / Findlay Toyota Center
YCF Annual Meeting	May 10, 2023 / Wednesday / 11:30am / YCPAC Stage

LIST OF DATES AND PLACES OF NATIONAL, STATE, AND LOCAL CONFERENCES, CONGRESSES, WEBINARS, SEMINARS AND EVENTS – FY 2022-2023

TYPE OF EVENT	DATE/DAY/TIME/LOCATION
ACCT Leadership Congress 2022	Wednesday, October 26 – Saturday, October 29, 2022 Location: New York, New York
ACCT National Legislative Summit 2023 Deadline for Early Registration: Dec. 14th	Sunday, February 5, 2023 – Wednesday, February 8, 2023 Location: Washington DC – Marriott Marquis

Yavapai College
District Governing Board
Regular Meeting

Tuesday, September 27, 2022
1:00 p.m.

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

Members Present:

Ms. Deb McCasland, Board Chair
Mr. Ray Sigafoos, Secretary
Mr. Paul Chevalier, Board Member
Mr. Mitch Padilla, Board Member
Mr. Chris Kuknyo, Board Member

Administration Present:

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

MINUTES

RECORDING: <https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=4a17900f-8022-4792-972a-af1d0176be7f>

1. General Functions: Procedural
 - a. Call to Order {Time: 1}
Chair McCasland called the Yavapai College District Governing Board Regular meeting to order at 1:00 p.m.
 - b. Pledge of Allegiance {Time: 1}
The Pledge of Allegiance was led by Board Member Padilla.
 - c. Adoption of Agenda – **DECISION** {Time: 1}
Secretary Sigafoos moved, seconded by Member Padilla, to adopt the District Governing Board Agenda. Motion carried unanimously. (Ayes: McCasland, Sigafoos, Chevalier, Padilla, and Kuknyo)
 - d. Open Call – **INFORMATION** {Time: 10}
No community members registered for open call.

2. Study Session

a. President's Reports **INFORMATION** {Time: 60}

- i. Policy 205 Treatment of Students and Enrollment – Mr. Rodney Jenkins
(Attached)

Mr. Rodney Jenkins, Ms. Tania Sheldahl, and Ms. Diana Dowling presented information regarding the College's compliance with Policy 205, the Treatment of Students and Enrollment, to the Board. Recorded discussion and comments are available and begin at time 1:45.

- ii. College Council – Dr. Diane Ryan, Dr. Clint Ewell, and Mr. Rodney Jenkins

1. Faculty Senate – Dr. Karen Palmer (Attached)
 2. Staff Association – Ms. Ginney Bilbray (Attached)
 3. Student Government Association – Ms. Jamie Oltersdorf (Attached)
- Dr. Diane Ryan, Ms. Ginney Bilbray, and Ms. Jamie Oltersdorf presented to the Board. Recorded discussion and comments are available and begin at time 29:46.

- iii. Legislative Update Report – Mr. Rodney Jenkins (Attached)

Mr. Rodney Jenkins presented the Legislative Update Report to the Board. Recorded discussion and comments are available and begin at time 43:59.

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

- v. 2022 Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA) (Attached)

Dr. Lisa Rhine closed the President's Report with the Budget to Actual Monthly Report and Cash Reserves Monthly Report and the 2022 Distinguished Budget Presentation Award from Government Finance Officers Association. Recorded discussion and comments are available and begin at time 1:04:14.

Short Recess – Meeting recessed at 2:05 p.m. and reconvened at 2:14 p.m.

- b. Yavapai College District Governing Board Membership Change -
INFORMATION AND DISCUSSION – Board Member Mitch Padilla and
Board Chair Deb McCasland {Time: 10}

- i. Conflict of Interest Matter
- ii. Appointment of Replacement

Board Member Mitch Padilla announced his resignation from the District Governing Board effective January 1, 2023. He is leaving because he will be taking on a judicial role as a Justice of the Peace, and he cannot serve in both positions. Chair McCasland indicated that she was elected to serve another term on the Governing Board representing District 2. Chair Deb McCasland discussed the appointment process for Member Padilla's replacement. Recorded discussion and comments are available and begin at time 1:06:27.

- c. Amendment to Capital Budget – **INFORMATION, DISCUSSION, AND DECISION** – Dr. Clint Ewell {Time: 10} *(Attached)*
Dr. Lisa Rhine and Dr. Clint Ewell presented information to the Board regarding the requested amendment to the Capital Budget, including the reasons for the requested amendment. The requested amendment would allow the College to begin work on the Digital Learning Commons on the Prescott and Verde Valley campuses, and to begin to explore housing options for the Verde Valley campus. Member Chevalier provided written information to the Board regarding the anticipated size of the Brewing and Distilling facility. Recorded discussion and comments are available and begin at time 1:12:00.

Secretary Sigafos moved, seconded by Member Padilla, to amend the Capital Improvement Plan to move funding for the Digital Learning Commons projects from next fiscal year to this fiscal year and to begin exploration of housing in the east county, while not exceeding the previously approved amount of total funding for the current fiscal year for Capital Projects. Motion carried unanimously. (Ayes: McCasland, Sigafos, Chevalier, Padilla, and Kuknyo)

- d. Errata to the May 17, 2022 District Governing Board Agenda for the April 12, 2022 Minutes - **INFORMATION, DISCUSSION, AND DECISION** – Atty. Lynne Adams {Time: 5} *(Attached)*
Atty. Lynne Adams presented information to the Board regarding an error on the May 17, 2022 District Governing Board Agenda, which listed the wrong month for the Board Minutes to be approved on the agenda, but included the correct minutes in the attachments. Recorded discussion and comments are available and begin at time 1:29:00.

Member Kuknyo moved, seconded by Member Padilla, to re-approve the Board Regular Minutes for Tuesday, April 12, 2022. Motion carried unanimously. (Ayes: McCasland, Sigafos, Chevalier, Padilla, and Kuknyo)

- e. Selection of the Voting Board Representative for Association of Community College Trustees (ACCT) Annual Leadership Congress **INFORMATION, DISCUSSION, AND DECISION** – Board Chair Deb McCasland {Time: 5} *(Attached)*
Chair McCasland announced to the Board that Board Secretary Ray Sigafos was invited by the Association of Community College Trustees (ACCT) to be the Yavapai College’s Board voting delegate, as ACCT’s Sergeant-at-Arms at the Pacific Regional Caucus and at the Senate Elections. Recorded discussion and comments are available and begin at time 1:30:42.

Member Chevalier moved, seconded by Member Kuknyo, to approve Board Secretary Ray Sigafos as Yavapai College’s Board voting delegate, and as ACCT’s Sergeant-at-Arms at both the Pacific Regional Caucus and at the

Senate Elections. Motion carried unanimously. (Ayes: McCasland, Sigafos, Chevalier, Padilla, and Kuknyo)

- f. Board Liaisons' Reports - **INFORMATION AND DISCUSSION** {Time: 10}
 - i. Board Spokesperson – Board Chair McCasland
 - ii. Arizona Association of Community College Trustee (AACCT) – Board Chair McCasland and Secretary Sigafos
 - iii. Yavapai College Foundation – Board Chair McCaslandChair McCasland presented on Board Spokesperson, Arizona Association of Community College Trustee, and the Yavapai College Foundation. Recorded discussion and comments are available and begin at time 1:32:38.

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

The Board reviewed the dates of future meetings and events. The Boards' (District Governing and Foundation) Holiday Dinner is Wednesday, December 7, 2022, not Tuesday, December 7, 2022, as printed in the Board Agenda Packet. The Board reviewed the schedules for the College Events and other conferences. Recorded discussion and comments are available and begin at time 1:37:28.

3. Board Business

- a. Consent Agenda – **DECISION** {Time: 5}
 - i. Board Budget Public Hearing Minutes – Tuesday, May 17, 2022 (*Attached*)
 - ii. Board Budget Adoption Minutes - Tuesday, May 17, 2022 (*Attached*)
 - iii. Board Regular Minutes - Tuesday, May 17, 2022 (*Attached*)
 - iv. Board Workshop Minutes – Tuesday, May 24, 2022 (*Attached*)
 - v. Board Executive Session Minutes – Tuesday, May 24, 2022
 - vi. Board Special Session Minutes – Tuesday, August 9, 2022 (*Attached*)
 - vii. Board Special Session Minutes – Monday, September 19, 2022 (*Attached*)
 - viii. Reinstatement of Yavapai County Community College District Non-Standardized Profit Sharing/401(k) Plan Adoption Agreement (*Attached*)
 - ix. Mohave County Community College District – Navajo County Community College District – Coconino County Community College District – Yavapai County Community College District Intergovernmental Agreement (*Attached*)
 - x. Renaming Bachelor of Applied Sciences (BAS) to Bachelor of Science (BS) in Organizational Management & Leadership (*Attached*)
 - xi. 2022-08 District Governing Board Resolution – 2022 Annual Budgeted Expenditure Limitation Report to the Arizona Auditor General (*Attached*)
 - xii. 2022-09 District Governing Board Resolution – 2023 Annual Budgeted Expenditure Limitation Report to the Arizona Auditor General (*Attached*)
 - xiii. Receipt of Report on Revenues and Expenditures for July 2022 (*Attached*)
 - xiv. 2022-2023 Association of Community College Trustees Contract (*Attached*)

xv. Acceptance of President’s Report on Policy 205 Treatment of Students and Enrollment

The Board moved to the Consent Agenda. Recorded discussion and comments are available and begin at time 1:42:16.

Member Chevalier moved, seconded by Secretary Sigafos, to remove Consent Agenda item 3.a.iii, Regular Board Meeting Minutes for May 17, 2022, and approve the remainder of the Consent Agenda items. Motion carried unanimously. (Ayes: McCasland, Sigafos, Chevalier, Padilla, and Kuknyo)

Recorded discussion and comments regarding the meeting minutes are available and begin at time 1:42:56.

Chair McCasland moved, seconded by Member Kuknyo, to approve the Regular Board Meeting Minutes for May 17, 2022.

Member Padilla suggested an amendment to the motion, which would be to include only the first sentence regarding Mr. Sigafos’s comments about agenda item 2.e so that the first paragraph of the minutes for that item would read “Mr. Sigafos spoke to the Board as the District Board Secretary.”

Chair McCasland approved the amendment to the motion, which was seconded by Member Kuknyo. Motion passed 3 - 2 (Ayes: McCasland, Padilla, and Kuknyo; Nays: Sigafos and Chevalier)

4. Adjournment of Board Regular Meeting: Procedural - **DECISION** {Time: 1}
Member Kuknyo moved, seconded by Chair McCasland, to adjourn the Regular Board Meeting. Motion carried unanimously. (Ayes: McCasland, Sigafos, Chevalier, Padilla, and Kuknyo).

Regular Meeting adjourned at 3:09 p.m.

Respectfully submitted:

Yvonne Sandoval, Recording Secretary

Date

Ms. Deb McCasland, Board Chair

Mr. Ray Sigafos, Secretary

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

**For the Two Months Ended August 31, 2022
Fiscal Year 2022 -2023**

District Governing Board

Fiscal Year 2022-23 Budget:

\$ 258,100

	<u>Purpose</u>	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Total Expenditures/ Encumbrances</u>
EXPENDITURES (note 1):				
Salary Expenses	Staff Support	\$ 12,662	\$ 58,185	\$ 70,847
Association of Community College Trustees	Membership & Conference Fees	3,190	-	3,190
HHS	Catering	-	12,000	12,000
Marriott - NYC/Deposit	Travel	1,965	-	1,965
Osborn Maledon PA	Legal Counsel	3,320	36,680	40,000
Supplies/Other	Various Vendors	231	-	231
YC Printing Services	Printing	175	-	175
				<u>128,408</u>
Remaining Budget - August 31, 2022				<u>\$ 129,692</u>

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

**INTERGOVERNMENTAL AGREEMENT
NO. IGA-PFS-19-093018-02**

Between the

**STATE OF ARIZONA
GOVERNOR'S OFFICE OF YOUTH, FAITH AND FAMILY**

And the

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

This Intergovernmental Agreement ("Agreement") is entered into by and between the State of Arizona, the Governor's Office of Youth, Faith and Family, located at 1700 West Washington, Suite 230, Phoenix, Arizona 85007 ("GOYFF" or "State of Arizona") and the Yavapai County Community College District, 1100 East Sheldon Street, Prescott, Arizona 86301 (collectively the "Parties").

WHEREAS, the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Service Administration provided the Governor's Office of Youth, Faith and Family Award No. 1H79SP080987-01 under the Strategic Prevention Framework Partnership for Success ("SPF-PFS") Grant. The C.F.D.A. No. is 93.243.

WHEREAS, A.R.S. §11-952 authorizes public agencies to enter into agreements to contract for services.

WHEREAS, A.R.S. §41-101.01 authorizes the Governor's Office of Youth, Faith and Family to execute and administer agreements and accept and expend any funds received from the federal government or any agency thereof.

THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which the Parties hereby acknowledge, the Parties enter into this Agreement as follows:

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the Yavapai County Community College District's role in the Partner for Success Grant Program ("Program"). In return, GOYFF will provide oversight to ensure compliance with the terms of the Agreement, along with offering technical assistance and performing periodic site visits.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

The term of the Agreement shall commence September 30, 2018, and shall remain in effect until September 29, 2019, unless terminated, canceled, or extended as otherwise provided herein. This Agreement is contingent upon GOYFF's receipt of final federal SPF-PFS Grant funding.

Either Party may terminate this Agreement at any earlier time by providing written notice to the other Party at least thirty (30) days prior to the termination date. The GOYFF agrees that regardless of its termination date with the Yavapai County Community College District, the Yavapai County Community College District may use the funds distributed under this Agreement to pay for any unpaid services pursuant to this Agreement incurred prior to the date of termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

Upon termination of this Agreement for any reason, all materials, including reports, computer programs and other deliverables created under this Agreement, shall be immediately returned to the GOYFF.

Amendments to this Agreement shall be made in writing and signed by both Parties.

III. DESCRIPTION OF SERVICES

The Yavapai County Community College District shall:

1. Provide services in accordance with this Agreement, which includes Attachment A (Yavapai College Scope of Work with Budget and Budget Narrative, incorporated into this Agreement in its entirety) and Attachment B (entitled *Federal Special Terms and Conditions*, incorporated into this Agreement in its entirety).
2. Complete and submit a Needs Assessment using Attachment C (Partnership for Success Needs Assessment/Implementation Plan 2018-2019).
3. Complete and submit an Implementation Plan using Attachment C (Partnership for Success Needs Assessment/Implementation Plan 2018-2019).
4. Promote campus awareness of underage drinking and marijuana use.
5. Establish a Health and Wellness Club on Prescott and Verde Campus.
6. Hire and train peer mentors to implement programming.
7. Develop and present educational material to at least 40 students, as well as provide presentations to the campus community.
8. Provide eight campus events that address underage drinking and marijuana use across the district on an annual basis.
9. Collaborate with local universities and high schools to host a "Raise the Bar Conference".
10. Research Evidence-Based Practices in collegiate alcohol and drug prevention.
11. Ensure six staff sign up to become members in the American College Health Association.
12. Attend quarterly meetings of the Arizona Institute of Higher Education.
13. Purchase the Brief Alcohol Screening and Intervention for College Students (BASICS) and the software license for eCHECKUP TO GO.
14. Provide Motivational Interviewing Training to students and professional staff.
15. Ensure that the director participates in at least two national professional development conferences during the grant year.
16. Will participate in quarterly calls with the Project Director and Evaluator.
17. Will provide additional reporting, as needed.

The GOYFF shall:

1. Provide guidance and technical assistance as needed or requested.
2. Ensure that opportunity to participate in trainings specific to substance abuse prevention are offered to sub-grantees.
3. Conduct at least one site visit during the duration of the grant.

IV. REPORTING REQUIREMENTS

Financial

Detailed invoices with expenditure data and backup documentation are due monthly on the 15th of the month. GOYFF shall provide the Grantee with the financial reporting template.

The final expenditure report at the end of the contract year shall be due no later than October 15, 2019.

Programmatic

The Grantee shall submit reports using Attachment D (SPF-PFS Sub Grantee Quarterly Report (2018-2019), the template provided by the GOYFF. The reports on outreach and participation information shall be guided by the GOYFF and due on the following timelines:

- Quarter 2 April 15, 2019 (for months January – March)
- Quarter 3 July 15, 2019 (for months April – June)
- Quarter 4 October 15, 2019 (for months July-September)
- Community Level Process (Data is entered directly into a database) on May 7, 2019 and November 6, 2019
- Community Needs Assessment and Implementation Plan are due 90 days post contract.

Due dates may change due to requests made by SAMHSA.

In the event the due date for any deliverables falls on a holiday or weekend, the deliverable is due on the business day prior to the holiday or week-end.

V. MANNER OF FINANCING

The GOYFF shall:

1. Provide no more than \$204511 of SPF-PFS Grant funds to the Yavapai County Community College District, for costs associated with the activities listed in (i) Section III of this Agreement, (ii) Attachment A, Yavapai College Scope of Work with Budget and Budget Narrative, incorporated into this Agreement in its entirety, and (iii) Attachment B, entitled *Federal Special Terms and Conditions*, incorporated into this Agreement in its entirety. This provision is contingent upon GOYFF's receipt of final federal SPF-PFS Grant funding.
2. Provide payment upon GOYFF's receipt and approval of the invoices for services performed or goods received

The Yavapai County Community College District shall:

1. Use the SPF-PFS Grant funds received from GOYFF exclusively to support the activities outlined in (i) Section III of this Agreement, (ii) Attachment A, *Yavapai College Scope of Work with Budget and Budget Narrative*, incorporated into this Agreement in its entirety and (iii) Attachment B, entitled *Federal Special Terms and Conditions*, incorporated into this Agreement in its entirety.
2. Agree that all reimbursement of in-state travel expenses shall be paid only in accordance with the Domestic Per Diem rates allowed under the State of Arizona Travel Policy, and the prevailing State of Arizona standard mileage rates, located at <https://gao.az.gov/travel/welcome-gao-travel>. There shall be no reimbursement of out-of-state travel expenses.
3. Any costs related to food shall be unallowable unless specifically approved in writing by the GOYFF prior to any purchase using these grant funds. Food purchases are generally not permitted with grant funds unless extenuating circumstances are present.
4. All questions regarding the appropriate use of the SPF-PFS Grant funds shall be resolved by mutual written agreement between the Yavapai County Community College District and the GOYFF.

VI. DOCUMENTS INCORPORATED BY REFERENCE

The State of Arizona's Uniform Terms and Conditions V9_ (Rev 7-1-2013) are incorporated into this document as if fully set forth herein. Copies of the Uniform Terms and Conditions may be accessed at https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf. The Yavapai County Community College District warrants that it has read and understands the Uniform Terms and Conditions V9_ (Rev 7-1-2013) and agrees to be bound to those applicable provisions by them in their entirety. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

VII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of the GOYFF/Arizona Office of the Governor 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 GOYFF/Arizona Office of the Governor at the end of the period for which funds are available. No liability shall accrue to GOYFF/Arizona Office of the Governor in the event this provision is exercised, and the GOYFF/Arizona Office of the Governor shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, the Yavapai County Community College District shall defend, indemnify, and hold harmless the State of Arizona, Arizona Office of the Governor, and GOYFF, and all of their 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 Yavapai County Community College District or any of its owners, officers, directors, agents, employees or contractors or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of the Yavapai County Community College District to conform to any applicable federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Yavapai County Community College District from and against any and all claims. It is agreed that the Yavapai County Community College District will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Yavapai County Community College District agrees to waive all rights of subrogation against the State of Arizona, Arizona Office of the Governor, and GOYFF and all of their officers, officials, agents, and employees for losses arising from the work performed by the Yavapai County Community College District for the State of Arizona/Arizona Office of the Governor/GOYFF.

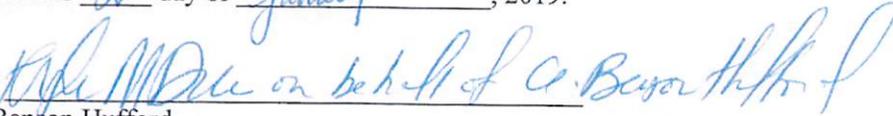
IX. INSURANCE

The Yavapai County Community College District is a public entity and shall provide a certificate of self-insurance, or in the alternative, a certificate of commercial liability insurance.

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT ATTORNEY
APPROVAL**

The foregoing Agreement as been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who has determined that it is in proper form and within the powers and authority granted under the laws of the State of Arizona to the Governing Board of Yavapai County Community College District.

Dated this 2nd day of January, 2019.

By: 
C. Benson Hufford
District Attorney

X. OTHER

It is agreed that the Parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

The Parties agree to follow all applicable laws, rules and regulations in the performance of work in furtherance of the Strategic Prevention Framework Partnership for Success Grant initiative and this Agreement.

XI. NOTICES

The Yavapai County Community College District shall address all notices relative to this Agreement to:

Alexandra M. O'Hannon
Program Administrator
Governor's Office of Youth, Faith and Family
1700 West Washington, Suite 230
Phoenix, Arizona 85007

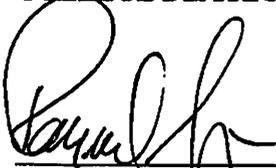
The GOYFF shall address all notices relative to this Agreement to:

Tania Sheldahl
Yavapai College
1100 E. Sheldon Street
Prescott, Arizona 86301

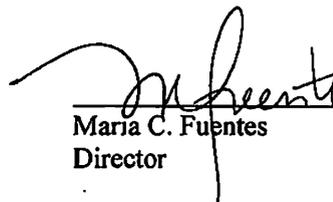
IN WITNESS WHEREOF, the Parties hereto agree to execute this Agreement.

**YAVAPAI COUNTY COMMUNITY
COLLEGE DISTRICT**

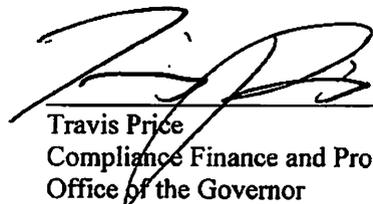
**GOVERNOR'S OFFICE OF YOUTH,
FAITH AND FAMILY**



Mr. Raymond Sigafoos 1/15/19
District Governing Board Chair Date



Maria C. Fuentes 1/29/19
Director Date



Travis Price 1/29/19
Compliance Finance and Procurement Manager Date
Office of the Governor

Yavapai College Scope of Work for Year One SAMHSA Grant in Partnership with GOYFF:

1. A director will be hired as soon as possible to serve specified population exclusively district wide throughout the grant period. The director will be responsible for developing, implementing, promoting, and evaluating the educational and prevention programming for underage drinking and marijuana use. The director will also be responsible for recruiting, training, and supervising a part time staff position for at least 20 hours per week and two student peer mentors to work 10 hours per week each. The director and staff will be responsible for developing educational material in collaboration with Yavapai College Marketing Department. The director will meet with at least 40 students individually as well as providing monthly presentations to campus community served by the grant district wide. The purpose of this one on one meetings is for the staff to mentor students on healthy lifestyles without alcohol and marijuana use.
2. Yavapai College will purchase through grant funds 3 lap tops for use by professional and student staff.
3. Yavapai College will promote campus awareness of underage drinking and marijuana use beginning with the spring 2019 semester within the residence halls. Staff will establish a Health and Wellness Club on the Prescott and Verde Campus and use the peer mentors as well as Club members to offer 8 campus events annually related to underage drinking and marijuana use across the district. The Health and Wellness Club will need to purchase a table banner and supplies for Club meetings
4. Yavapai College will coordinate and work in collaboration with local universities and high schools to host a Raise The Bar Conference in April of 2019 or September of 2019 depending on collaboration with other universities/high schools and availability of students.
5. Wellness club members and professional staff will travel to at least two state universities to see best practices in collegiate alcohol and drug prevention activities. One visit will be by the end of May 2019 and the 2nd by the end of September 2019.
6. Professional staff will attend quarterly meetings of the Arizona Institute of Higher Education (AZIHE). At least 2 staff members will attend each meeting.
7. Six Yavapai College staff will sign up for membership in the American College Health Association (ACHA) By January 1, 2019.
8. Educational material will be designed and purchased for the grant year by March 1, 2019 for topics such as alcohol and marijuana awareness, prevention, and social norming for college aged students. Material such as water bottles, t-shirts, key chains, pens, etc. will be purchased to give participants incentives to participate and complete educational events, and as reminders of message being presented. We will also purchase t-shirts for peer mentors and event attendees to have to show their support of Health and Wellness behaviors and to show that support to stop underage drinking and marijuana use. Supply funding will also be used to educate the community through the purchase and dissemination of flyers, pamphlets, and tri-folds..
9. In order to continue the good work already started at Yavapai College, it will be necessary to purchase the Certified Peer Educator Training Curriculum and to purchase additional training workbooks for students that go through the Certified Peer Educator training. These will be purchased by the end of June 2019.

Yavapai College Scope of Work for Year One SAMHSA Grant in Partnership with GOYFF

10. Purchase software license for eCHECKUP TO GO program by February 1, 2019. This program is personalized, evidence-based, online prevention interventions. This program will be used in order for the college community to be able to receive information and be able to understand what behavioral changes need to be implemented in order to achieve their optimal health. This program will be used ~~for students that have conduct issues that include alcohol and marijuana.~~
11. Purchase Brief Alcohol Screening and Intervention for College Students (BASICS) by February 2019. This is a brief motivational intervention for high risk college students that uses alcohol screening and feedback to reduce problem drinking, excessive drinking, and binge drinking. This is done by enhancing motivation to change and choose healthier behaviors. This program also reviews myths and facts about alcohol and teaches students coping skills. This program will be used in conjunction with our conduct process for students that have repeated experience with alcohol and marijuana use. The director will also use this program with individual meetings for students that self-report issues coping with alcohol and marijuana use.
12. Provide Motivational Interviewing training to students and professional staff by the end of September 2019. Motivational Interviewing technique is a goal-oriented, client-centered counseling style for eliciting behavior change by helping clients to explore and resolve ambivalence. It is focused and goal-directed and will help students consider and evaluate making changes. This fits into Yavapai College's goal of eliciting behavior change rather than simply providing information to students.
13. The director will participate in at least two national professional development conferences during the grant year. The appropriate conference will be determined once the professional staff is hired. Some options include NASPA's Alcohol, Drug and Violence Prevention Conference or Well Being and Health Promotion Leadership Conference, or American College Health Association (ACHA) annual Conference, or Association of Recovery in Higher Education (ARHE) Conference.

YAVAPAI COLLEGE ANNUAL PROJECT BUDGET	
ITEM	COST
Full-time personnel (wages) Health and Wellness Coordinators (1.0 FTE in Prescott and 0.5 FTE in Verde; Base salary \$61,586 per year per person)	\$92,379
Full-time personnel (fringe @ 37%) Health and Wellness Coordinators (1.0 FTE in Prescott and 0.5 FTE in Verde)	\$34,180
Part-time personnel (wages) Student workers or peer mentors (2 students X 10 hours/week X 28 weeks = 560 @ \$12.58/hour)	\$7,045
Part-time personnel (fringe @ 8.25%) Student workers or peer mentors	\$581
Travel (in-state) In-state travel for Wellness Club (40 miles per month X 12 months = 480 miles) In-state travel for conferences and trainings	\$215 \$249
Supplies Marketing, banners, general supplies, printing and reproduction, Health and Wellness Club supplies and materials Laptops for HWCs (purchase in Yr 1; \$1,450 each X 3) Educational items flyers, pamphlets, tri-folds, Inspirational banners for walls Certified Peer Educator training – workbooks to train students	\$2,170 \$800 \$4,350 \$300 \$1,000
Other Software licensing fee for eCheckup to go (annual licensing fee) BASICS Program training Motivational interviewing training (for student leaders) Staff development (Examples: Conf. on Behavioral Health and Addictive Disorders) Curriculum for peer-to-peer mentoring AOD Raise the Bar Conference Membership: American College Health Association (2 staff members X \$185)	\$3,500 \$8,000 \$3,000 \$3,800 \$2,000 \$3,000 \$370
TOTAL DIRECT COSTS	\$166,939
TOTAL INDIRECT COSTS (28% of wages and fringe only*)	\$37,572
TOTAL REQUESTED PER YEAR	\$204,511

*Indirect: Wage and fringe subtotal = \$134,185

BUDGET NARRATIVE – YAVAPAI COLLEGE

Personnel (\$99,424)

Full-time personnel (\$92,379)

The budget includes funds for two Health and Wellness Coordinators (1.0 FTE in Prescott and 0.5 FTE in Verde). The annual salary is \$61,586, so 1.5 FTE = \$92,379. The Health and

~~Wellness Coordinators will be available for student appointments, research, provide resources,~~

provide workshops/monthly events on underage drinking and marijuana use, supervise the student mentors, and provide training for student mentors, faculty, and staff.

Part-time personnel (\$7,045)

The budget includes funds for student part-time workers and/or peer mentors (2 students X 10 hours per week X 28 weeks per year X \$12.58 per hour = \$7,045). The student workers and peer mentors will provide staffing for things such as; intake for student appointments, provide access to resources available (peer to peer mentoring), be able to talk to students in distress, refer to resources, monthly tabling to distribute information to peers, support workshops and events on underage drinking and marijuana use.

Fringe benefits (\$34,761)

Full-time personnel (\$34,180)

The fringe rate for full-time personnel is estimated at 37% ($\$92,379 \times .37 = \$34,180$). Yavapai College offers a comprehensive benefits package to all full-time employees, which includes medical and dental insurance, short-term and long-term disability, paid vacation leave, life insurance, worker's compensation insurance, and retirement benefits.

Part-time personnel (\$581)

The fringe rate for part-time employees is 8.25%, which includes FICA at 6.2%, Medicare at 1.45%, and Worker's Compensation at 0.6% ($\$7,045 \times 0.825 = \581).

In-state travel (\$463)

Mileage is included for in-state travel for the Wellness Club (40 miles per month X 12 months = 480 miles X \$0.445 per mile = \$214). Funds are also included for travel to in-state conferences and trainings (560 miles X \$0.445 = \$249). One example of possible in-state trainings include MatForce meetings.

Supplies (\$8,630)

Description	Item Cost
Educational banners, table banners, general supplies such as paper, pencils, and other office supplies printing and reproduction, purchase of office printer, educational pamphlets, flyers, and tri-folds	\$2,180
Health and Wellness Club supplies and materials	\$800
Laptops for Health and Wellness Coordinators and student use (to be purchased in Year 1; cost is \$1,450 each X 3 = \$2,900 total)	\$4,350
T-shirts for event participants	\$300
Certified Peer Educator training – workbooks to train students as Certified Peer Educators	\$1,000
SUPPLIES TOTAL	\$8,630

Develop and produce material such as flyers, pamphlets, and tri-folds to disseminate and promote positive behavior around underage drinking and marijuana use. Incentives will be purchased to encourage participation in substance abuse prevention programming and will be given upon completion of the educational events. T-shirts will contain positive anti-substance abuse messaging and statistics. Incentive will be limited to one per person per contract year. Laptops will be purchased for the two professional staff and one for student peer mentor use. Laptops will be used to track program progress, submission of reports, and to provide electronic messaging and recruitment. Health and Wellness Club supplies and material will include office supplies necessary for club such as paper, pens, pencils, table banners for club events, and copy costs. The club will also purchase positive messaging supplies such as pamphlets and tri-folds to disseminate to their peers around spring break, mid-terms and finals positive ways to deal with stress and the harmful effects of substance abuse. Certified Peer Education Training is essential to the program as peers will engage with youth and provide ongoing education and support directly to their peers.

Other expenses (\$23,670)

Description	Item Cost
Software licensing fee for eCHECKUP TO GO (annual licensing fee)	\$3,500
Staff training for the BASICS program	\$8,000
Motivational interviewing training (for student leaders)	\$3,000
Staff development (Example: ACHA – American College Health Association)	\$3,800
Raise the Bar conference	\$3,000
Curriculum for peer-to-peer mentoring for alcohol and other drug use	\$2,000
Memberships: American College Health Association (2 staff X \$185)	\$370
OTHER EXPENSE TOTAL	\$23,670

The budget includes funds for software licensing fees for eCHECKUP TO GO, an evidence-based program to address alcohol and marijuana use. Funds are also included for staff training for the BASICS Program (Brief Alcohol Screening and Intervention for College Students).

BASICS is an evidence-based harm-reduction program that is designed to motivate students to reduce alcohol consumption.

Funds are included to train student leaders in Motivational Interviewing (\$395 per person plus travel). <http://www.motivationalinterviewing.org/motivational-interviewing-training>. The budget includes funds for staff development (attendance at one conference, such as ACHA. Funds are also included for a "Raise the Bar" Conference on the Prescott Campus of Yavapai College. This event will allow YC students to hear from a national speaker the effects of underage drinking and marijuana use. Funds are included for the curriculum for peer-to-peer mentoring for alcohol and other drug use with NASPA's Peer to Peer Educator Training (CPE Training). The budget also includes membership fees for the American College Health Association (\$185 per member X 6 = \$1,110).

Total Direct Costs (\$166,939)

Indirect Costs (\$37,572)

Yavapai College has a federally-approved indirect rate of 28%, applied to wages and fringe only (wages + fringe = \$134,185 X 0.28 = \$37,572)

Total all costs per grant year (\$204,511)

SPECIAL TERMS AND CONDITIONS

I. Contract Renewal

The Contract shall not bind nor purport to bind the Grantor for any contractual commitment in excess of the original Contract period or amount. The Grantor shall have the right, at its sole and unfettered discretion, whether or not to extend this Contract. If so, the parties must execute a written amendment or a new Agreement. Consideration for renewal will also be based on results of program and fiscal monitoring.

II. Amendments

This Contract is issued under the authority of the authorized Governor's Office representative who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Grantee are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Contract based on those changes.

III. Fund Management

The Grantee must maintain funds received under this Contract in separate ledger accounts and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- A. Financial Management
- B. Procurement
- C. Personnel
- D. Property
- E. Travel

A system is adequate if it is: 1) ***written***; 2) ***consistently followed*** - it applies in all similar circumstances; and 3) ***consistently applied*** - it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

The Grantee shall manage funds according to applicable federal regulations for administrative requirements, cost principles and audits: www.samhsa.gov/grants/grants-management/notice-award-req/standard-terms-conditions

IV. DUNS/CCR

Each successful recipient who is awarded must provide the following prior to a Contract being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the System for Award Management ("SAM") at <https://www.sam.gov/portal/SAM/#1>. SAM is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration ("CCR"), Fed Reg, ORCA and EPLS. SAM registration must be maintained for the term of the Contract. The DUNS website is located at <http://fedgov.dnb.com/webform>.

V. FFATA Reporting Requirements

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, (Pub. L. No. 109-282, as amended by Section 6205 (a) of Pub. L. No. 110-252), the Grantee is required to provide information. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

VI. Organizational Audit Requirements

The Applicant agrees to comply with the organizational audit requirements of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from their organization's single audit are not satisfactorily and promptly addressed. This CFR can be found online at <http://www.ecfr.gov> under Title 2 Part 200.

Single Audit: Grant sub-recipients expending \$750,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with 2 CFR Part 200.

- a. If your organization is subject to the requirements of 2 CFR Part 200, then attach one copy of your organization's most recently completed Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.
- b. If your organization is not subject to the requirements of 2 CFR Part 200, submit one copy of the most recently completed audit of financial statements.
- c. If your organization does not have a recently completed audit, attach one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

VII. Non-Supplant

Federal award funds must supplement, not replace (supplant) non-Federal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that Federal funds do not supplant funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

VIII. Unallowable Costs

All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this award.

IX. Conflicts of Interest Policy

Recipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:

- address conditions under which outside activities, relationships, or financial interests are proper or improper;
- provide for advance disclosure of outside activities, relationships, or financial interests to a responsible organizational official;

- include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- specify the nature of penalties that may be imposed for violations.

X. Acknowledgement of Federal Funding in Communications and Contracting

As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

XI. Acknowledgement of Federal Funding at Conferences and Meetings

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also §§75.438, 75.456, 75.474, and 75.475.

When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible by grant award number 1H79SPO80987-01 from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

XII. Rights in Data and Publications

As applicable, recipients agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in 45 CFR § 75.322 and the HHS Grants Policy Statement.

Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

XIII. Mandatory Disclosures

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency with a copy to the HHS Office of Inspector General (OIG), all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely

manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

SAMHSA

Attention: Office of Financial Advisory Services
5600 Fishers Lane
Rockville, MD 20857

AND

U.S. Department of Health and Human Services Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue,
SW, Cohen Building
Room 5527
Washington, DC 20201
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or email:
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

XIV. Lobbying Restrictions

Per 45 CFR §75.215, Recipients are subject to the restrictions on lobbying as set forth in 45 CFR part 93.

U.S.C. > Title 18 > Part I > Chapter 93 > Section 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.

XV. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing the application, the AOR agrees that the grantee will provide a drug-free workplace and will comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR part 182;

HHS implementing regulations are set forth in 2 CFR part 382.400. All recipients of NIH grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of part 382.

XVI. Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 C.F.R. PART 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. CPSC hereby incorporates the following award term required by 2 C.F.R. § 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.

Award Term from 2 C.F.R. § 175.15(b): Trafficking in persons. a. Provisions applicable to a recipient that is a private entity. 1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not: a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; b) Procure a commercial sex act during the period of time that the award is in effect; or c) Use forced labor in the performance of the award or subawards under the award. 2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity: a) Is determined to have violated a prohibition in paragraph a. 1 of this award term; or b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either:

i. Associated with performance under this award; or
ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on and Suspension (Nonprocurement)."

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1) Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or

2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. 1 of this award term through conduct that is either:

a) Associated with performance under this award; or

b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1125.

c. Provisions applicable to any recipient.

1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. 1 of this award term.

2) Our right to terminate unilaterally that is described in paragraph a. 2 or b of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); and

b) Is in addition to all other remedies for noncompliance that are available to us under this award.

3) You must include the requirements of paragraph a. 1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1) d. Definitions. For purposes of this award term:

1) "Employee" means either:

- An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3) "Private entity":

- Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

- Includes:

- o A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

- o A for-profit organization.

4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

XVII. Accessibility Provisions

Recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS.

Please see <http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>. Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities.

Please see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>. Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <https://www.hhs.gov/civil-rights/index.html> or call 1-800-368-1019 or TDD 1-800-537-7697.

Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <https://minorityhealth.hhs.gov/omh/browse.aspx?vl=1&vlid=6>.

XVIII. Confidentiality of Alcohol and Drug Abuse Patient Records

The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is Federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient is responsible for

assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

XIX. Data Collection and Performance Measurement

All SAMHSA recipients are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Recipients must comply with the performance goals, milestones, and expected outcomes as reflected in the Funding Opportunity Announcement (FOA) and are required to submit data via SAMHSA's data-entry and reporting system. Please contact your Government Program Official for additional submission information.

XX. Healthy People 2020

Healthy People 2020 is a national initiative led by HHS that set priorities for all SAMHSA programs. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our country's health disparities. The program consists of 28 focus areas and 467 objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2020 goals. Healthy People 2010 and the conceptual framework for the forthcoming Healthy People 2020 process can be found online at <http://www.healthypeople.gov/>.

XXI. Federal Recognition of Same-Sex Spouses/Marriages

On June 26, 2013, in *United States v. Windsor*, the Supreme Court held that section 3 of the Defense of Marriage Act (DOMA) (P.L. 104-199), which prohibited Federal recognition of same-sex marriages, was unconstitutional. As a result of that decision and consistent with HHS policy, SAMHSA recognizes same-sex marriages and same-sex spouses on equal terms with opposite sex-marriages and opposite-sex spouses, regardless of where the couple resides.

On June 26, 2015, in *Obergefell v. Hodges*, the Court held that the Fourteenth Amendment requires a State to license a marriage between two people of the same sex and to recognize a marriage between two people of the same sex when their marriage was lawfully licensed and performed out-of-state. Consistent with both of these decisions, you must treat as valid the marriages of same-sex couples. This policy does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage.

XXII. Legislative Mandates

Certain statutory provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. A list of Appropriation Mandates applicable to each fiscal year can be found at <https://www.samhsa.gov/grants/grant-management/policies-regulations/additional-directives>

XXIII. Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs

This EO promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients that electronically exchange patient level health information to external entities where national standards exist must: a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult www.healthit.gov for more information, and b) Use Electronic Health Record systems

(EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz, at 240-276-1755 or Jim.Kretz@samhsa.hhs.gov.

XXIV. Ad Hoc Submissions

Throughout the project period, SAMHSA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following: • Payroll • Purchase orders • Contract documentation • Proof of project implementation

XXV. Unallowable Costs

All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this award.

**PARTNERSHIP FOR SUCCESS NEEDS
ASSESSMENT/IMPLEMENTATION PLAN
2018-2019**

Sub-Grantee: _____

Community Definition, Description and History

Contributing Factors and Local Conditions

- Describe current prevention infrastructure and how the SPF will be utilized.
- How will you use SPF to accomplish the goals of the program.

**PARTNERSHIP FOR SUCCESS NEEDS
ASSESSMENT/IMPLEMENTATION PLAN
2018-2019**

Sub-Grantee: _____

Consequences

Data Collection Methods

- Describe how data is collected for the PFS program.
- How will data be used to identify prevention needs?
- Describe any gaps in data and how they will be addressed.

**PARTNERSHIP FOR SUCCESS NEEDS
ASSESSMENT/IMPLEMENTATION PLAN
2018-2019**

Sub-Grantee:

Resource Assessment

Partnerships

- Describe established cross-agency and community partnerships and identify any gaps to be addressed.
- Describe the community partnerships that still need to be established.

**PARTNERSHIP FOR SUCCESS NEEDS
ASSESSMENT/IMPLEMENTATION PLAN
2018-2019**

Sub-Grantee:

Implementation

- Describe how the programs will be implemented.
- Describe the roles your agency and your partners will perform.

- How will your agency ensure that it reaches populations of high need, including individuals with disparity.
- What process measures will your agency put in place to determine whether intended goals and objectives are reached.

Problem Statement(s)

**PARTNERSHIP FOR SUCCESS NEEDS
ASSESSMENT/IMPLEMENTATION PLAN
2018-2019**

Sub-Grantee: _____

Goal and Objectives Statement(s)

SPF-PFS Sub Grantee Quarterly Report (2018-2019)

Organization	
Contact Name	
Contact Phone Number	
Program Funding Amount	
Date of Report	
Reporting Period/ Year	

A. Target Population(s) and Need(s)
<i>Instructions: Describe the number of program recipients broken down by the demographics of the population(s) served, and the IOM (universal, selected, indicated) category of individuals.</i>
Accomplishments:
Barriers:

B. Capacity Building and Collaborations
<i>Instructions: Describe the various types and levels of resources available to establish and maintain a community prevention system that can identify and leverage resources that will support an effective strategy aimed at the priority problems and identified risk factors in the community at the appropriate level.</i>
Accomplishments:
Barriers:

C. Use of Best Practices and Promising Approaches
<i>Instructions: Describe all evidence-based programs, policies, practices, or promising approaches implemented during the reporting period, as well as to date.</i>
Accomplishments:
Barriers:

D. Goals and Objectives/Planning
<i>Instructions D-1: Describe progress in reaching annual goals and objectives.</i>
<i>Instructions D-2: Describe progress and/or barriers in collecting and reporting data.</i>
Accomplishments:
Barriers:

E. Implementation (Activities)
<i>Instructions E-1: Document the number, title, and provide a brief description of prevention activities that are supported by collaboration and leveraging of funding streams</i>

SPF-PFS Sub Grantee Quarterly Report (2018-2019)

Accomplishments:
Barriers:

I. Status
Instructions: <i>Description of where the program is in the SPF Progress</i>
Accomplishments:
Barriers:

G. Training/Technical Assistance (as needed)
Instructions F-1: <i>Describe any additional trainings/technical assistance needs the organization would benefit from.</i>
Instructions F-2: <i>Describe any trainings/technical assistance the organization provided within the reporting period. Please ensure the organization's response includes the number of individuals trained.</i>
Accomplishments:
Barriers:

H. Evaluation
Instructions: <i>Describe any and all evaluation conducted, including the use of pre and post surveys at the sub-grantee level.</i>
Accomplishments:
Barriers:

I. Sustainability
Instructions I-1: <i>Please describe your agency's sustainability plan and list any and all efforts made to address the sustainability of its PFS funded programs during the reporting period.</i>
Accomplishments/Progress:
Barriers:



State of Arizona
Governor's Office of Youth, Faith and Family
Summary of Award – Year 5 Renewal

1. Type of Award Grant Award		2. Title of Grant The Arizona Partnership for Success Grant (PFS)		3. Action Type Year 5 Renewal	4. Page 1 of 1
5. Contract No. IGA-PFS-19-093018-02Y5		6. Amendment No. N/A	7. Performance Period 09/30/2022 – 09/29/2023	8. Sponsoring Federal Agency United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration	
		9. Effective Date 09/30/2022			
10. Grantee Name Yavapai Community College 1100 E Sheldon St Prescott, AZ 86301		11. Grantee ID <i>EIN:</i> 86-0208371 <i>DUNS:</i> 072447105 <i>UEI:</i> DGVVZL5ZXJD3		13. CFDA No. 93.243	14. FAIN No. H79SP080987
15. Award Info Grant Funding: \$197,971 Grantee Indirect: 28%		16. Agreement Type Cost Reimbursement	17. Program Report Contact Anthony Amezcuita Program Administrator State of Arizona - GOYFF 1700 W. Washington, Suite 230 Phoenix, AZ 85007 aamezcuita@az.gov	18. Statutory Authority Section 516 of the Public Health Service Act (45 C.F.R. 75)	
		19. Method of Payment Electronic or Warrant			
		20. Financial Reporting Monthly 20 days after month end			
21. Program Reporting Quarterly Report Due Dates: January 13, 2023 April 14, 2023 July 14, 2023 October 13, 2023 The Governor's Office of Youth, Faith, and Family shall provide the forms for the quarterly reports and requests for reimbursement.		22. Remittance Address State of Arizona Governor's Accounting Office 1700 W. Washington Suite 500 Phoenix, AZ 85007 grantrfr@az.gov		23. Grantee Program Contact Tania Sheldahl Associate Vice President- Student Affairs Yavapai Community College 1100 E Sheldon St Prescott, AZ 86301 tania.sheldahl@yc.edu	
				24. Grantee Financial Contact Rebekka Bartels Senior Accountant Yavapai Community College 1100 E Sheldon St Prescott, AZ 86301 rebekka.bartels@yc.edu	
25. Special Conditions (Reserved)					

Agency:	Yavapai College		
Form completed by:	James Tobin	Contact number:	928-771-6183

Attachment Form B1: Line Item Budget

Please provide the original Line Item Budget submitted with the application.

- If there are **not** any changes please reflect updated renewal dates for FY23.
- If there have been modifications to the Line Item Budget since the original application, please **BOLD** each line item
- **Please round budget category totals to the nearest dollar.**
- **Each line item included on the Line-Item Budget must be included in the Budget Narrative (Attachment Form B2).**

Line Item BudgetModified Yes No

Budget period: September 30, 2022 – September 29, 2023

Budget Category	Line Item	Requested Funds	Total Cost
<i>Personnel</i>			
Full-time wages Project Director James Tobin	100% FTE, 12 months	\$69,900.00	
Full-time fringe Project Director	35.4% of full-time wages	\$24,744.60	
Part-time wages Coordinator Kari Warne (Until 08-21-22) *New part-time coordinator TBD.	18 hours per week x 48 weeks X \$22.00 per hour	\$19,008.00	
Part-time wages Student employees Wendy Howell Lydia Strom-Dubord	2 students X 10 hours/week X 40 weeks X \$16.00 per hour	\$12,800.00	
Part-time fringe Coordinator Student employees	\$19,008.00 X 10% = \$1,900.80 \$12,800 X 10% = \$1,280.00	\$3,180.80	
<i>Personnel</i>			\$129,633
Budget Category	Line Item	Requested Funds	Total Cost
<i>Contracted / Professional Services</i>			
2-Day Alcohol/ Drug/Resiliency Symposium	Speaker Fees, printing costs, facility fees, related costs to facilitate conference, etc.	\$10,000.00	
Motivational Interviewing	Professional training in an evidenced-based practice	\$5,000.00	
E-Checkup to Go	Alcohol program	\$1,200.00	
"The Buzz"	Annual licensing fee	\$2,000.00	
"Navigating Healthy Relationships"	Annual licensing fee	\$1,000.00	
NASPA Certified Peer Educator Training Students	Student certifications \$25 X 22 students = \$550.00	\$2,500.00	
Staff members	Staff Train the Trainer		

Agency: Yavapai College
 Form completed by: James Tobin Contact number: 928-771-6183

	\$650 X 3 staff = \$1,950.00		
Substance Misuse/Prevention Conference	Training / staff professional development	\$2,500.00	
Contracted / Professional Services			\$24,200
Budget Category	Line Item	Requested Funds	Total Cost
Supplies and Other Operating Expenses (SOEE)			
Printing services	Adventure Books	\$1,000.00	
Promotional materials	Promotional materials	\$1,000.00	
Office supplies	Office supplies	\$750.00	
Professional memberships	HECAOD: 2 empl. = \$330.00 NAADAC: 1 employee = \$155.00 NASPA: 2 employees = \$550.00 ACHA: 1 employee = \$215.00	\$1,250.00	
Professional conferences NASPA	NASPA or other relevant conference (\$2,300.00)	\$3,000.25	
Arizona Drug Summit	Arizona Drug Summit (Sept 2023) (\$734.00) Registration \$50 X 2 = \$100 Lodging \$150 X 2 = \$300 Meals \$25 X 2 X 2 = \$100 In-state travel: Mileage 450 X \$0.445= \$200.25		
Other in-state travel Across college district	60 miles per trip (average) x 2 trips/month X 12 months = 1,440 miles X \$0.445/mile = \$640.80	\$841.05	
AZIHE meetings (2)	225 miles X \$0.445 per mile X 2 trips (in-person meetings) = \$200.25		
Supplies and Other Operating Expenses			\$7,841
Total direct costs			\$161,674
Indirect costs			\$36,297
Federally approved indirect rate = 28% of wages & fringe = .28 X \$129,633.40			
TOTAL ALL COSTS			\$197,971

Authorized Signature _____ Date _____

Job Title _____ Contact Information: _____

Agency: _____ Yavapai College _____
Form completed by: _____ James Tobin _____ Contact number: _____ 928-771-6183 _____

Attachment Form B2: Budget Narrative

Please provide the original Budget Narrative submitted with the application below.

- If there are **not** any changes please reflect updated renewal dates for FY23.
- If there have been modifications to the Budget Narrative since the original application, please **BOLD** each item that has been modified.
- **Each line item included on the Budget Narrative must be included in the Line Item Budget (Attachment Form B1).**

Budget Narrative

Modified Yes No

Budget period: September 30, 2022 – September 29, 2023

Personnel (\$129,633)

Full-time personnel (\$69,900.00)

The budget includes funds for one full-time Health and Wellness Director (**James Tobin**) in Prescott. The annual salary is \$69,900 at 100% FTE, 12 months per year. The Health and Wellness Director will be available to provide the following: student appointments, research, resources, workshops/monthly events on prevention relating to underage drinking and marijuana use, supervision of the student workers and mentors, and training for student mentors, faculty, and staff.

Fringe for full-time personnel (\$24,744.60)

The fringe benefit rate for full-time employees varies by employee, but for the Health and Wellness Director the actual rate is 35.4% of base salary ($\$69,900 \times .354 = \$24,744.60$). Fringe costs include FICA, Medicare, and Worker's Compensation insurance for part-time staff, plus medical and dental insurance, short-term and long-term disability, paid vacation leave, life insurance, and retirement benefits for full-time staff. Health insurance benefits account for a significant portion of the fringe rate and are the largest contributor to these costs.

Part-time Coordinator wages (\$19,008.00)

The budget includes funds for one part-time coordinator (**Kari Warne**) (18 hrs. per week x 48 weeks x \$22/hr = \$19,008.00). This Coordinator would provide support to the Director, helping plan and schedule events, create training programs and material for classroom presentations, manage and create content for social media accounts, write and track reports and surveys from events, and other tasks, as needed.

**The part-time coordinator position is operational and was established in February 2022.*

**NOTE: Kari Warne will be resigning from this position effective August 20, 2022, and will be working in a new role at Yavapai College starting August 21, 2022. The job announcement to fill the part-time coordinator position was posted August 15, 2022.*

The name of the new part-time coordinator is T.B.D.

Part-time student employee wages (\$12,800.00)

The budget includes funds for two student part-time workers and/or peer mentors (**Wendy Howell and Lydia Strom-Dubard**) (2 students X 10 hours per week X 40 weeks per year X \$16.00 per hour = \$12,800.00). The student workers or peer mentors will provide staffing for the office, provide access to available resources (peer to peer mentoring), talk to students in distress, refer to local community resources, host monthly tabling to distribute information to peers, support workshops and club activities, and create content for social media accounts and events related to underage drinking and marijuana use.

Student workers will also be part of a speaker's panel which will go into classrooms to present prevention and addiction topics to their peers and Yavapai College instructors. Yavapai College will be presenting information from SAMHSA, the National Institute of Drug Abuse, and the National Institute on Alcohol and Alcoholism (NIAAA) regarding drug/alcohol use. This will help start conversations on preventative efforts. Participating in-person or virtual classes will include Psychology, Sociology, Criminal Justice, Emergency Medical, Allied Health, and Nursing.

Fringe for part-time employees (\$3,180.80)

The fringe rate for all part-time workers is 10%, which includes taxes (Medicare and FICA) and Worker's Compensation insurance (\$19,008.00 + \$12,800.00 = \$31,808.00 in wages X .10 = \$3,180.80 in fringe).

Contracted Services/Professional Services (\$24,200)

Two-Day Alcohol/Drug Symposium at Yavapai College - May/June 2023 (\$10,000.00)

This will be a two-day, 16-hour training and networking conference focusing on issues related to alcohol/drug misuse, addiction, recovery, mental health, problem solving, building resiliency skills, building coalition capacity, and related areas of interest. The symposium will consist of national and regional multi-discipline subject-matter experts on the above listed topics. The format will consist of plenary and break-out sessions.

This symposium will be hosted by Yavapai College in the context of a professional summer training conference. There will be no fee to attend the conference. Attendees will be responsible for their own travel and lodging costs. There will be an option for out-of-town attendees to utilize Yavapai College dorm housing to save on lodging costs.

The Program Director and PFS staff will facilitate and manage the conference. The Program Director and PFS Staff will collaborate with regional stakeholders and service providers to ensure that evidence-based best practices are featured, and all relevant disciplines are represented at the symposium. The theme of the symposium will be to emphasize developing community collaborations and building capacity to better address the above-listed issues.

Motivational Interviewing Training (\$5,000.00)

Motivational interviewing training (Foundations and Intermediate) will be provided for student leaders, staff, faculty, and administrators, twice per Yavapai College academic year. Motivational Interviewing is an evidenced-based practice and is used in numerous settings including substance use, mental health care, college settings, primary care, emergency rooms, public health, criminal justice, street outreach, and child welfare.

E-Checkup to Go (\$1,200.00)

The budget includes funds for software licensing fee for E Checkup to Go, an evidenced-based program designed to reduce levels of dangerous and destructive drinking on college campuses with a special focus on high-risk groups. E Checkup assessments will be available for first-year students & athletes (<http://www.echeckuptogo.com>).

“The Buzz” (\$2,000.00)

“The Buzz” is a very engaging, student-focused prevention training program developed by the University of Arizona’s Alcohol & Drug Prevention and Harm Reduction Program. The annual license fee of \$2,000 will enable the Yavapai College PFS program to utilize a 90-minute interactive, game-based training for students and young adults to raise awareness to the risks of alcohol/substance misuse, and to increase knowledge of protective factors. A program summary can be found at:

([https://inventions.arizona.edu/tech?title=The Buzz%3a Alcohol Education Program](https://inventions.arizona.edu/tech?title=The%20Buzz%3a%20Alcohol%20Education%20Program)).

In Grant Year 4, during 4th quarter, the Yavapai College PFS program purchased a 6-hour “Train the Trainer” program, which included an instructor from University of Arizona to provide training at Yavapai College for professional staff and faculty who would like to facilitate “The Buzz” training for students.

“Navigating Healthy Relationships” (\$1,000.00)

“Navigating Healthy Relationships” is another evidenced-based student-focused training developed by the University of Arizona’s Campus Health Division and the University of Arizona’s Alcohol & Drug Prevention Program. The annual license fee of \$1,000.00 will enable the Yavapai College PFS program to utilize a 90-minute interactive, game-based training for students and young adults to build resiliency and coping skills in responding to unhealthy peer pressure and to develop and maintain healthy and productive interpersonal relationships. A program summary can be found at:

(<https://health.arizona.edu/sites/default/files/Navigating%20Relationships%20Description%204%20CHS%20website.pdf>).

In Grant Year 4, during 4th quarter, the Yavapai College PFS program purchased a “Train the Trainer” program, which included an instructor from University of Arizona to provide training at Yavapai College for professional staff and faculty who plan to offer this training to students.

NASPA’s Certified Peer Education Program (\$2,500.00)

The budget includes funding for Certified Peer Educator training for students throughout the college district (\$25.00 per student x 22 students = \$550.00). **Student trainings will occur at least once per Yavapai College academic year.*

The budget also includes funding to train three additional staff members (\$650.00 per staff member x 3 staff members = \$1,950.00). Training additional staff helps Yavapai College build capacity, increase interest, and sustain this program over time.

Substance Misuse/Prevention Conference (\$2,500.00)

The Program Director or Project Coordinator will attend a national training conference for professional development, learning about emerging trends and best practices. This will help build capacity for the Yavapai College PFS Program.

Supplies and Operating Expenses (\$7,841)

Printing Services – College Adventure Books (\$1,000.00)

Books will be printed through the Yavapai College printing service (150 books for \$1,000.00). Copies will be provided to current and prospective students at all six Yavapai College campuses and at tabling events.

Promotional Materials (\$1,000.00)

Funds are budgeted to develop, produce, or purchase material such as flyers, posters, materials to disseminate and promote positive behavior around underage drinking and marijuana use. Prosocial, positive materials will be purchased to encourage participation in substance abuse prevention programming. Materials will be provided upon completion of the educational events.

Event tee-shirts will contain positive anti-substance abuse messaging and statistics. Health and the Wellness Club supplies and materials will include general office supplies necessary for a club such as paper, pens, pencils, table banners for club events, and photocopy costs. The club will purchase positive messaging materials their peers around spring break, mid-terms, and finals to discuss positive ways to deal with stress and the harmful effects of substance abuse.

Office Supplies (\$750.00)

The budget includes funds for general office supplies such as paper, pens, calendars, and other office items as needed.

Professional Memberships (\$1,250.00)

- Higher Education Center for Alcohol and Drug Misuse Prevention and Recovery (HECAOD)
 - 2 x \$165 = \$330.00
- National Association of Alcohol and Drug Addiction Counselors (NAADAC)

- 1 x \$155.00 = \$155.00
- National Association of Student Professional Administrators (NASPA)
 - 2 PFS Staff x \$275.00 = \$550.00
- American College Health Association (ACHA)
 - 1 staff member x \$215.00 = \$215.00

Professional memberships are vital to maintaining updated relevant information in any career field. Access to professional journals, webinars, teaching resources, technical assistance, networking, career advancement and leadership opportunities are some of the benefits of memberships. By joining the above-named organizations, staff will be at the forefront of new developments, new research, and possibly more effective ways to bring prevention work to campus.

Professional Conferences (\$3,000.25)

NASPA or other relevant conference (\$2,300.00)

The Program Director or Project Coordinator will attend the NASPA Strategies Conference (January 2023), or the NASPA Annual Conference in April 2023 or other relevant conference.

Attending conferences gives the attendee the opportunity to hear from other professionals in the field, develop working relationships, build capacity, learn new and effective strategies in prevention on college campuses, expand skills and gain inspiration to bring back to their campus.

Arizona Drug Summit (\$700.25)

The Arizona Drug Summit is a regional conference sponsored by the GOYFF, MATFORCE, and others. The budget includes funding to attend the Arizona Drug Summit in September 2023.

Registration fee: \$50 X 2 = \$100.00

Hotel: 2 PFS Staff x 1 night x \$150/night = \$300.00

Meals: Dinner 2 people X \$25 X 2 meals = \$100.00

Mileage: 450 miles round trip X \$0.52 per mile = \$200.25 (in-state travel)

Other In-State Travel (\$841.05)

Travel across the college district (\$640.80)

Funds are included for staff travel between the six Yavapai College campuses for program promotion, dropping off supplies, meetings with key stakeholders, etc. (average 60 miles per trip x 2 trips per month x 12 months = 1440 miles X \$0.445per mile = \$640.80).

Attendance for two AZIHE meetings (\$200.25)

AZIHE is a consortium of Prevention professionals from all 3 public universities in Arizona, 1 private university, as well as several community colleges. We follow all State of Arizona Travel Policy and reimbursement rates. AZIHE meetings may occur in the Phoenix area in

Fall 2021 or Spring 2022. Mileage from Prescott is 225 miles round trip. 2 meetings X 225 miles X 0.445per mile = \$200.25.

Administrative/Indirect Costs (\$36,297)

Yavapai College has a federally approved indirect cost rate of 28%, applied to wages and fringe only (wages + fringe = \$129,633 x 0.28 = \$36,297).

Total all costs (\$197,971)

Total direct costs (\$161,674) + Indirect costs (\$36,297) = **\$197,971**

Authorized Signature _____ Date _____

Job Title _____ Contact Information: _____

Agency: Yavapai College

Form Completed By: James Tobin

Contact Number: 928-771-6183

Yavapai College Scope of Work Partnership for Success GOYFF Grant Year Five (2022-2023)

1. Yavapai College will promote campus awareness and prevention of underage drinking and marijuana use across the college district and within the residence halls. Staff will train and utilize peer mentors/student workers as well as club members to offer six virtual or in person campus events annually related to underage drinking and marijuana.
2. Club members and professional staff will consult with at least two state universities within Arizona to see best practices in collegiate alcohol and drug prevention activities. Visits may be made depending on travel/pandemic status.
3. Professional staff will attend quarterly meetings of the Arizona Institute of Higher Education (AZIHE). At least 2 staff members will attend each meeting.
4. Yavapai College (YC) will bring a virtual or in person motivational substance abuse prevention speaker to the students across campuses, with a focus on student athletes. Yavapai College will also bring a speaker from Active Minds to present to YC students, community partners, AZIHE members and their students from ASU, U of A, NAU.
5. The Director and staff will create one prevention video with Craf2m marketing and production, specific to classroom lesson plans that can be viewed at any time. We will be collaborating with faculty to choose these topics to tailor to their classes.
6. Yavapai College staff will sign up for membership in the American College Health Association (ACHA) National Association of Alcohol and Drug Addiction Counselors (NAADAC), Association of Recovery in Higher Education (ARHE) and National Association of Student Professionals (NASPA). Staff will benefit from their memberships through resources provided by the associations, as well as learning from like-minded professionals, discussing best practices, and collaborating and advocating for healthier communities.
7. Educational materials and programming will be designed and purchased for the grant year by the end of 2022 for topics such as alcohol and marijuana awareness, prevention, social norming for college aged students and local high school students attending classes concurrently at our CTE Center, Sedona, and Prescott Valley campuses. Material such as water bottles, t-shirts, key chains, pens, etc. will be purchased to give participants reminders of these educational events, and the messages presented. We will also purchase t-shirts for student workers and event attendees to have to show their support of health and wellness behaviors and to show their support in the prevention of underage drinking and marijuana use.

Agency: Yavapai College

Form Completed By: Judy Brennen

Contact Number: 928-771-6183

8. Promotional items (as detailed in the budget line item for Supplies and Other Operating Expenses) will be used to educate the community through the purchase and dissemination of flyers, pamphlets, or other media. Benefits of these materials will serve as concrete reminders to the participants of the program(s) they attended, and the prevention messages given. These promotional items will also have further reach in our communities as students wear the t-shirts and use other promotional items with prevention messaging.

9. YC will purchase virtual Certified Peer Educator (CPE) Training Curriculum. We plan to train up to 50 students per academic year in CPE. The CPE students will be our eyes and ears on campus, alerting us to potential student issues we may have otherwise not seen or heard about until the issue becomes a crisis for the student and the College. We also plan to train six additional staff as trainers, from various campuses (\$245.00 per person) to build our capacity to create in person trainings district wide.

10. YC will re-purchase a software license for the E-Checkup to go program for alcohol prevention. This program provides students with individualized, evidence-based online prevention interventions. We will use this program for students who have conduct issues that include alcohol and marijuana use and/or possession. In addition, we will also use the E-Checkup program to gather baseline data on alcohol/marijuana use for our students living in the residence halls and our student athletes. It will assist students to explore their personal risk and protective factors regarding their use of alcohol.

11. YC will provide Motivational Interviewing training to students and professional staff by the end of year 5 (FFY 2022-2023). Motivational Interviewing is a goal-oriented, client-centered counseling style for eliciting behavior change by helping clients or students explore and resolve ambivalence. It is focused and goal-directed and will help students consider and evaluate making changes. This fits into Yavapai College's goal of eliciting behavior change rather than simply providing information to students.

12. The Director will participate in two conferences during the grant year, virtually or in person. The conferences will be chosen as dates are published for the 22/23 academic year and will most likely be sponsored by the Association of Recovery in Higher Education (ARHE) or the National Association of Student Personnel Administrators (NASPA). The Director will disseminate conference learning outcomes to grant staff and campus partners and implement at least one new strategy learned for the following grant year. Attending a national conference will give the Director the opportunity to connect with other higher education professionals who are implementing prevention work on their campuses as well learning which best practices provide the best prevention results for alcohol and marijuana use within the young adult population on college campuses. The Director will adhere to the AODA policies for out-of-state travel.

13. The Director will provide Brief Alcohol Screening and Intervention for College students (BASICS) throughout the year. BASICS is an evidenced based best practice and uses alcohol screening and feedback to reduce problem drinking, excessive drinking and binge drinking by assisting and guiding a student to rely upon their own internal motivation to make changes in their behavior. BASICS also reviews myths and facts regarding substance use and educates and enhances coping skills.

14. The Health and Prevention Club will be evolved into a "Resiliency" or "Active Engagement" campus club/organization. When constituted, this club will be active on Y.C. campuses through regular meetings, student centered events and participation

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with other clubs.

15. The Director will be responsible for training and supervising a part-time staff of one part-time coordinator at 15-18 hours per week, and two or three student workers at 10-12 hours per week.

16. The Director will engage and work with all new student athletes who are part of the eight college athletic teams. A contingent of athletes will complete the E-Checkup to go program which will allow us to collect base line data for this cohort. In addition, a pre and post survey will be sent to the student athletes in October 2022 and again in late Spring 2023. The pre and post surveys will assist us in evaluating their change in behavior and change in attitudes during the academic year.

17. In the fourth quarter of year 5 (FFY 2021-2022), YC PFS will be adding additional programming to the services we provide to students. This will be new engaging program prevention curriculum focused on teens and young adults to provide education, build resiliency and coping skills, and build capacity with our students.

“The Buzz” and **“Navigating Healthy Relationships”** are highly regarded training programs developed by Prevention and Wellness Instructor, Spenser Gorin at the University of Arizona. These trainings were developed to be presented to college-age youth in a dynamic and inter-active format.

The effectiveness of these training programs has been validated and replicated. They are considered Evidence Based Programming (EBP) by Community Anti-Drug Coalitions of America (C.A.D.C.A.).

Funding to purchase these training programs was secured by re-allocating funds (from personnel and supplies) from within our 4th year budget (FFY 2021-2022).

Incorporating these trainings into PFS programming prevention strategies at Yavapai College will enable us to engage with students (and other area youth) in a fun, pro-active, and meaningful way.

Agency: <u>Yavapai College</u>	
Form Completed By: <u>Judy Brennen</u>	Contact Number: <u>928-771-6183</u>

18. The Y.C. PFS Team will host and facilitate a two-day alcohol/drug/resiliency building/mental health awareness training symposium in the third quarter of year 5 (FFY 2022-2023).

This will be a two (2) day (16 hour) training and networking conference focusing on issues related to alcohol/drug misuse, addiction, recovery, mental health, problem solving, building resiliency skills, building coalition capacity, and related areas of interest.

The symposium will consist of national and regional multi-discipline subject-matter experts on the above listed topics. The format will consist of plenary and break-out sessions.

This symposium will be hosted by Yavapai College in the context of a professional summer training conference. There will be no fee to attend the conference. Attendees will be responsible for their own travel and lodging costs. There will be an option for out- of-town attendees to utilize Yavapai College dorm housing to save on lodging costs.

The PFS Program Director and PFS staff will facilitate and manage the conference. Program Director and PFS Staff will collaborate with regional stakeholders and service providers to ensure that evidence-based best practices are featured, and all relevant disciplines are represented at the symposium.

The theme of the symposium will be to emphasize developing community collaborations and building capacity to better address the above-listed issues.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
AND
MOUNTAIN INSTITUTE CAREER AND TECHNOLOGY DISTRICT #02**

This Intergovernmental Agreement (“Agreement”) is entered into between Yavapai County Community College District (“College”), and Mountain Institute Career and Technology District #02 (“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), and § 15-1444(B)(4).

The Parties have determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements.

The Parties desire to collaborate to offer Concurrent Enrollment Programs (“Programs”) to qualified high school students of the School District (“Students”) who desire to enroll in courses for College credit. The Program shall take place at various College locations and facilities as listed in Attachment A.

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 Programs consisting of Concurrent Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

For the purpose of the Agreement, “Concurrent Enrollment Course” means a college-level course that is applicable to an established community college academic or occupational degree or certificate program and that is applicable to high school graduation requirements.

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, 2026 (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

- A. College will offer Concurrent Enrollment Courses to School District students who meet College's prerequisites. Concurrent Enrollment Courses pursuant to this Agreement are part of the Programs developed in collaboration between the Parties.
- B. Students enrolled in Concurrent Enrollment Courses shall be admitted to College for college level credit under the College's current procedures for admission of students to College. 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.
- C. College retains the right to refuse admission to and remove a student from Concurrent Enrollment Courses in accordance with College policy.
- D. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*
- E. 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(C).

4.2 Assessment and Monitoring

- A. College will assess each student who seeks enrollment in a Concurrent Enrollment Course that has a prerequisite requirement through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Concurrent Enrollment Courses.
- B. College will designate a liaison officer to assist with concurrent enrollment activities and to meet with the liaison designated by School District as necessary to review Program sequence and Concurrent Enrollment Course selection and School District's high school scope and sequence, and to review and amend the course selections as necessary.

4.3 Policy and Procedure

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

4.4 Students with Disabilities

A. After notification from School District of a student's need, 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.

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 Concurrent Enrollment Courses and to receive college credit and credit toward high school graduation.

B. School District will ensure that each student who enrolls for a Concurrent 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. For each student enrolling in a Concurrent Enrollment Course as a part of a Program, School District will enroll the student using the student's State Student ID number and provide that number to College.

5.2 Assessment and Monitoring

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

5.3 Policy and Procedure

A. School District will ensure that each student seeking enrollment in a Concurrent 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 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 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 Concurrent 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.

5.4 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.

6. MUTUAL AGREEMENTS

6.1 Students

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

6.2 Removal from Course

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

6.3 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 Program and Concurrent Enrollment Course. Such schedule shall not be changed except by prior written agreement of School District and College.

6.4 Guidelines

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

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

7.1 Fees

Fees and charges for the Concurrent Enrollment Courses within programs are provided on Exhibit A attached to this Agreement.

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 Concurrent Enrollment Courses within School District.

7.3 Tuition

A. The School District shall be responsible for payment of tuition to College, as specified in Exhibit A.

B. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the type of courses and 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 A.

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 Concurrent 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 concurrent credit at the time of termination or notice thereof.

10.3 Disposition of Property

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

11. RESPONSIBILITY

11.1 Conduct of Operations

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

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

11.2 Indemnification

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. NON-ASSIGNABILITY

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

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

16. ENTIRE AGREEMENT

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

17. INVALIDITY OF PART OF THE AGREEMENT

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

18. GOVERNING LAW

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

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

19. NOTICE

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

20. LEGAL WORKER REQUIREMENT

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

21. WORKERS COMPENSATION

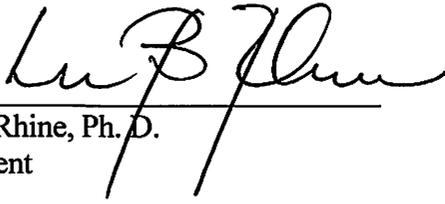
For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and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

If to College:
Yavapai College
Attn: Procurement & Contract Services
1100 E. Sheldon Street
Prescott, AZ 86301

If to School District:
Mountain Institute Career and Technology Education District #02
Mr. William Stiteler, Superintendent
220 Ruger Road Suite 2
Prescott, AZ 86301

COLLEGE

SCHOOL DISTRICT



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

By:
Title:

10-11-22

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.

<u>AD</u> By: <u>Clare DeChantore for C. Benamitubrod</u>	By: _____
Title: <u>Attorney</u>	Title: _____
Counsel for Yavapai County Community College District	Counsel for Mountain Institute Career and Technology District
Dated: <u>2/30/22</u>	Dated: _____

ATTACHMENT A

COLLEGE FACILITIES AND LOCATIONS

Career and Technical Education Center (CTEC)

220 Ruger Road
Prescott, AZ 86301
928-776-2002

Programs offered at this location:

Advanced Manufacturing
Pre-Engineering
Automotive Repair Technology
Automotive Collision Repair
Aviation Technology
Construction Technology
Welding Technology

Prescott Valley Center

3800 North Glassford Hill Road
Prescott Valley, AZ 86314
928-717-7777

Programs offered at this location:

CCMA Medical Assistant
Certified Nursing Assistant

Chino Valley Center

2275 Old Home Manor Drive
Chino Valley, AZ 86323
928-717-7720

Programs offered at this location:

Electrical Line Worker

EXHIBIT A

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 by and paid for by College.

2. PAYMENTS OF TUITION AND FEES/COSTS TO THE COLLEGE

TUITION:

College tuition in Concurrent Enrollment classes varies based on discipline for in-state students. The tuition rates range from ninety-eight to two hundred Dollars (\$98 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-seven to four hundred seventy-nine Dollars (\$147 to \$479) 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/v5content/academics/tuition-fees.htm> for specific information about tuition rates).

3. ADDITIONAL FEES AND/OR COSTS:

School District is responsible for payment of any fee or cost.

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

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

5. FINANCIAL AID

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

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

The College shall send invoices to the School District 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:
Mountain Institute Career and Technology Education District #02
Mr. William Stiteler, Superintendent
220 Ruger Road Suite 2
Prescott, AZ 86301

EXHIBIT B

CONCURRENT ENROLLMENT COURSES, CREDITS, and TUITION COSTS

For complete course descriptions, refer to the current College catalog.

COURSE	COLLEGE TITLE	CREDITS	TUITION COST
AHS 100	Fundamentals of Health Care	3	\$378
AHS 114	Nursing Assistant	5	\$630
AHS 130	Medical Terminology	3	\$378
AHS 173	Legal & Ethical Aspects of HIM	2	\$252
AUT 103	Automotive/Diesel Preventative Maintenance	4	\$504
AUT 105	Introduction to Auto Body Repair	4	\$504
AUT 106	Automotive/Motorcycle Custom Painting	3	\$378
AUT 107	Autographics/Airbrushing	3	\$378
AUT 109	Auto/Diesel Electrical Systems	4	\$504
AUT 110	Advanced Airbrushing Techniques	3	\$378
AUT 111	Autobody Welding and Collision Repair	3	\$378
AUT 115	Auto Body and Paint Project	2	\$252
AUT 122	Automatic Transmissions & Transaxles	4	\$504
AUT 123	Automotive Brakes	4	\$504
AUT 126	Auto/Diesel Suspension & Steering	4	\$504
AUT 153	Auto Engine Repair	4	\$504
AUT 275	Basic Automotive Upholstery	3	\$378
AUT 276	Advanced Upholstery	2	\$252
AVT 108	Pre-Aviation Ground School	3	\$1,575
AVT 119	Pre-Aviation Flight Simulation	2	\$1,050
AVT 122	Fundamentals of Air Traffic Control	3	\$378
AVT 123	Air Traffic Control Tower Procedures	3	\$378
AVT 124	Fund of Air Traffic Control Radar Operation	3	\$378
CBT 100	Basic Carpentry I	8	\$1,008
CBT 110	Basic Carpentry II	8	\$1,008
CBT 115	Basic Residential Electrician	3	\$378
CBT 120	Basic Residential Plumber	5	\$630
CBT 250	3D Concrete Construction	3	\$378
CNC 101	CNC Machine Operator	2	\$252
CNC 102	CNC Machine Set Up	2	\$252
CNC 201	Computer Aided Programming for CNC Machining	3	\$378
CNC 202	3-D Programming & Rapid Prototyping for CNC	4	\$504
CPD 104	Career & Personal Development	3	\$378
CUL 103	Culinary Fundamentals: Breakfast & Garde Manger	4	\$504
CUL 104	Culinary Fundamentals: Baking & Pastry	4	\$504
EGR 102	Introduction to Engineering	3	\$378
ELT 101	Basic Electricity: AC & DC	4	\$504
ELT 130	Introduction to Robotics	3	\$378
ELT 141	Electrical Apparatus	4	\$504
ELT 183	Digital Circuits	3	\$378
ELT 201	Introduction to Linework I	2	\$252
ELT 202	Field Training I (Lineworker)	6	\$756
ELT 211	Introduction to Linework II	2	\$256
ELT 212	Field Training II (Lineworker)	6	\$756
EMS 120	Basic First Aid, CPR and AED	0.5	\$63
EXW 153	First Aid / CPR / AED and Safety	2	\$196
FSC 104	Hazardous Materials First Responder Operations	3	\$378
FSC 105	Firefighter I & II Certification	12	\$1,512
FSC 135	Fire Prevention	3	\$378

FSC 155	Basic Wildland Firefighting	3	\$378
FSC 235	Fire Protection Systems	3	\$378
IPT 110	Industrial Shop Practices	3	\$378
MET 100	Introduction to Manufacturing Technology	4	\$504
MET 160	Basic Machine Hydraulics and Pneumatics	2	\$252
MTC 105	Introduction to Motorcycle & UTV Technology	3	\$378
MTC 215	Motorcycle and UTV Repair Procedures	3	\$378
PPT 120	Energy Industry Fundamentals	3	\$378
UAS 100	Introduction to UAS	3	\$378
UAS 103	UAS Simulations	3	\$378
UAS 110	UAS Fixed-Wing Systems	4	\$504
UAS 115	UAS Multirotor Systems	4	\$504
UAS 132	UAS Flight Operations	4	\$504
WLD 130	Oxyacetylene	4	\$504
WLD 140	Arc I	4	\$504
WLD 145	Arc II	4	\$504
WLD 156	Blueprint Reading	4	\$504
WLD 210	Gas Metal Arc Welding	4	\$504

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
AND
VALLEY ACADEMY FOR CAREER AND TECHNOLOGY DISTRICT #01**

This Intergovernmental Agreement (“Agreement”) is entered into between Yavapai County Community College District (“College”), and Valley Academy for Career and Technology District #01 (“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), and § 15-1444(B)(4).

The Parties have determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements.

The Parties desire to collaborate to offer Concurrent Enrollment Programs (“Programs”) to qualified high school students of the School District (“Students”) who desire to enroll in courses for College credit. The Program shall take place at various College locations and facilities as listed in Attachment A.

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 Programs consisting of Concurrent Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

For the purpose of the Agreement, “Concurrent Enrollment Course” means a college-level course that is applicable to an established community college academic or occupational degree or certificate program and that is applicable to high school graduation requirements.

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, 2026 (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

- A. College will offer Concurrent Enrollment Courses to School District students who meet College's prerequisites. Concurrent Enrollment Courses pursuant to this Agreement are part of the Programs developed in collaboration between the Parties.
- B. Students enrolled in Concurrent Enrollment Courses shall be admitted to College for college level credit under the College's current procedures for admission of students to College. 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.
- C. College retains the right to refuse admission to and remove a student from Concurrent Enrollment Courses in accordance with College policy.
- D. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*
- E. 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(C).

4.2 Assessment and Monitoring

- A. College will assess each student who seeks enrollment in a Concurrent Enrollment Course that has a prerequisite requirement through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Concurrent Enrollment Courses.
- B. College will designate a liaison officer to assist with concurrent enrollment activities and to meet with the liaison designated by School District as necessary to review Program sequence and Concurrent Enrollment Course selection and School District's high school scope and sequence, and to review and amend the course selections as necessary.

4.3 Policy and Procedure

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

4.4 Students with Disabilities

A. After notification from School District of a student's need, 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.

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 Concurrent Enrollment Courses and to receive college credit and credit toward high school graduation.

B. School District will ensure that each student who enrolls for a Concurrent 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. For each student enrolling in a Concurrent Enrollment Course as a part of a Program, School District will enroll the student using the student's State Student ID number and provide that number to College.

5.2 Assessment and Monitoring

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

5.3 Policy and Procedure

A. School District will ensure that each student seeking enrollment in a Concurrent 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 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 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 Concurrent 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.

5.4 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.

6. MUTUAL AGREEMENTS

6.1 Students

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

6.2 Removal from Course

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

6.3 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 Program and Concurrent Enrollment Course. Such schedule shall not be changed except by prior written agreement of School District and College.

6.4 Guidelines

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

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

7.1 Fees

Fees and charges for the Concurrent Enrollment Courses within programs are provided on Exhibit A attached to this Agreement.

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 Concurrent Enrollment Courses within School District.

7.3 Tuition

A. The School District shall be responsible for payment of tuition to College, as specified in Exhibit A.

B. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the type of courses and 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 A.

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 Concurrent 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 concurrent credit at the time of termination or notice thereof.

10.3 Disposition of Property

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

11. RESPONSIBILITY

11.1 Conduct of Operations

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

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

11.2 Indemnification

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. NON-ASSIGNABILITY

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

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

16. ENTIRE AGREEMENT

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

17. INVALIDITY OF PART OF THE AGREEMENT

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

18. GOVERNING LAW

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

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

19. NOTICE

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

20. LEGAL WORKER REQUIREMENT

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

21. WORKERS COMPENSATION

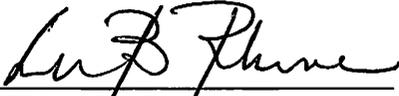
For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and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

If to College:
Yavapai College
Attn: Procurement & Contract Services
1100 E. Sheldon Street
Prescott, AZ 86301

If to School District:
Valley Academy for Career and Technology Education District #01
Mr. Bob Weir, Superintendent
3405 E. State Route 89A, Building B
Cottonwood, AZ 86326

COLLEGE

SCHOOL DISTRICT



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

By:
Title:

10-11-22

Date

Date

ATTACHMENT A

COLLEGE FACILITIES AND LOCATIONS

Verde Valley Campus

601 Black Hills Drive
Clarkdale, AZ 86324
928-634-7501

Programs offered at this location:

CNC Machining
Heating and Air Conditioning Technology
Phlebotomy Technician

Sedona Center

4215 Arts Village Drive
Sedona, AZ 86336
928-649-4275

Programs offered at this location:

Culinary Arts

EXHIBIT A

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 by and paid for by College.

2. PAYMENTS OF TUITION AND FEES/COSTS TO THE COLLEGE

TUITION:

College tuition in Concurrent Enrollment classes varies based on discipline for in-state students. The tuition rates range from ninety-eight to two hundred Dollars (\$98 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-seven to four hundred seventy-nine Dollars (\$147 to \$479) 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/v5content/academics/tuition-fees.htm> for specific information about tuition rates).

3. ADDITIONAL FEES AND/OR COSTS:

School District is responsible for payment of any fee or cost.

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

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

5. FINANCIAL AID

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

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

The College shall send invoices to the School District 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:

Valley Academy for Career and Technology Education District #01
Mr. Bob Weir, Superintendent
3405 E. State Route 89A, Building B
Cottonwood, AZ 86326

EXHIBIT B

CONCURRENT ENROLLMENT COURSES, CREDITS, and TUITION COSTS

For complete course descriptions, refer to the current College catalog.

COURSE	COLLEGE TITLE	CREDITS	TUITION COST
AHS 100	Fundamentals of Health Care	3	\$378
AHS 105	Phlebotomy	2	\$252
CNC 101	CNC Machine Operator	2	\$252
CNC 102	CNC Machine Set-up	2	\$252
CNC 201	Computer Aided Programming	3	\$378
CNC 202	3-D Programming	4	\$504
CUL 101	Culinary Principles	4	\$504
CUL 102	Culinary Fundamentals: Hot Foods	4	\$504
CUL 103	Culinary Fundamentals: Breakfast & Garde Manger	4	\$504
CUL 104	Culinary Fundamentals: Baking & Pastry	4	\$504
PSY 101	Introductory Psychology	3	\$294