

Yavapai College
District Governing Board
Workshop

Tuesday, January 31, 2023
9:00 a.m.

Career and Technical Education Center
220 Ruger Road
Prescott, Arizona 86301

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

Pursuant to A.R.S. §38-431.03.A.2, A.3 and A.4, the Board may vote to go into Executive Session, which will not be open to the public, for legal advice concerning any item on the agenda to review, discuss and consider records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law; or to consult with and instruct its attorneys regarding its position on contracts, litigation or settlement discussions. If indicated 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. Election of Board Officers (Chair, Secretary) and Board Member Liaison Committee Appointments by Chair for 2023 – **DISCUSSION AND DECISION** {Time: 20}
 - c. Adoption of Agenda – **DECISION** {Time: 1}

SHORT RECESS

2. Study Session
 - a. Executive Session – Pursuant to A.R.S. Section 38-431.03(A)(9), Discussion Regarding the College’s Information Technology Security Plans, Procedures, Assessments, Measures or Systems – Mr. Patrick Burns, Chief Information Officer **PROCEDURAL** {Time: 60}

- b. Reconvene in Public Session – Attorney Lynne Adams
- c. Possible Action RE: Yavapai College’s Information Technology Security Systems and Plans as a result of Executive Session – Attorney Lynne Adams – **DECISION** {Time: 5}
- d. Revision to Yavapai College District Governing Board Policy 302 – Board Chairperson Role & Authority #6 - **INFORMATION, DISCUSSION, AND DECISION** – Board Member Deb McCasland {Time: 20} (*Attached*)
- e. Discussion on Individual Yavapai College District Governing Board Policies – **INFORMATION AND DISCUSSION** – Dr. David Borofsky, Director of the Arizona Association of Community Colleges Trustee {Time: 120}
 - i. Board Policy 401 Delegation to and Accountability of President
 - ii. Board Policy 402 Presidential Monitoring
 - iii. Board Policy 307 Board Member Responsibilities

LUNCH

- f. 2023 Board Member Conflict of Interest Forms – **INFORMATION AND DISCUSSION** – Attorney Lynne Adams {Time: 5}
3. Board Business
- a. Yavapai College District Governing Board Code of Ethics - **INFORMATION, DISCUSSION, AND DECISION** {Time: 15} (*Attached*)
 - b. Consent Agenda – **DECISION** {Time: 5}
 - i. Board Workshop Minutes – Monday, November 14, 2022 (*Attached*)
 - ii. Board Executive Session Confidential Minutes – Monday, November 14, 2022
 - iii. Board Regular Minutes – Tuesday, November 15, 2022 (*Attached*)
 - iv. Intergovernmental Agreement Northern Arizona Regional Training Academy (NARTA) Academy Sergeant (*Attached*)
 - v. Intergovernmental Agreement Amendment Arizona Department of Economic Security (*Attached*)
 - vi. Letter for Alternate to Service on Yavapai Combined Trust Board (*Attached*)
 - vii. Yavapai College Summary of Program Deletion Proposals
 - 1. Early Childhood Education – AAS
 - 2. Windows Server Administrator Certificate
 - 3. Industrial Machine Mechanic (IMM) Certificate
 - 4. Advanced Electronics Certificate
 - 5. IMM – Hydro Utility Tech Certificate
 - 6. IMM – Mechanic Assistant Certificate
 - 7. IMM – Machine Fabrication Tech Certificate
 - 8. Integrated Systems Engineering Technician Certificate
 - viii. Yavapai College Summary of New Program Proposals
 - 1. Bachelor of Science in Business – Accounting Concentration
 - 2. Bachelor of Science in Business – Entrepreneurship Concentration
 - 3. Automated Industrial Technology Certificate

4. Licensed Practical Nursing (LPN) Certificate
5. Community Health/Critical Care Paramedic Certificate

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

Yavapai

COLLEGE

Origination: 6/2/2021
 Effective: 10/19/2021
 Last Approved: 10/19/2021
 Last Revised: 10/19/2021
 Next Review: 10/19/2022
 Owner: *Yvonne Martinez-Sandoval:
President's Office Executive
Assistant*
 Area: *District Governing Board Policies*
 References:

302 Board Chairperson Role & Authority

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

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

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

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

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

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

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

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

Attachments

No Attachments

Approval Signatures

Step Description	Approver	Date
	Yvonne Martinez-Sandoval: President's Office Executive Assistant	10/29/2021



District Governing Board

Code of Ethics

- A. The primary focus of the Board is to nurture a learning environment that through the President, welcomes and promotes the success of a diverse student body.
- B. The Board sets the tone of the college. Yavapai College District Governing Board members will follow all Board policies.
- C. The Board's primary function is to establish the policies by which the college shall be administered. Authority to initiate policy recommendations, administer academic programs, conduct college business, and implement board actions is delegated to the college president. Yavapai College District Governing Board will respect the delegation to the president to administer the college.
- D. The Board is responsible for creating and maintaining a spirit of cooperation and a mutually supportive relationship with its president. Yavapai College District Governing Board will promote a healthy working relationship with college president through respect, supportive, open, and honest communication. Trustees will refer contacts from employees, students, and community residents to the president.
- E. Authority rests with the entire board. The Board's voice is expressed through the policies and actions it takes in the official meetings. Once the Board has decided on a policy or position, a Yavapai College District Governing Board must be prepared to honor the Board's decision. As individuals, Yavapai College District Governing Board members have no legal authority to determine policies, programs, or procedures or to direct staff.
- F. Yavapai College District Governing Board will demonstrate a commitment to informed, ethical decision-making by reviewing Board materials provided, attending scheduled meetings, and requesting data and information through protocols established by the Board in conjunction with the president.

- G. Yavapai College District Governing Board will communicate and promote the needs of the community to the college and the needs of the college to the community. With all communication, Yavapai College District Governing Board will respect established roles and procedures for communicating with the media and other community groups.

- H. Yavapai College District Governing Board will devote time to activities that will enhance the knowledge of the college, and higher education issues, Yavapai College District Governing Board will engage in a regular and ongoing process of professional development and continuous improvement and participate in college events as appropriate.

District 1 Signature _____
Ray Sigafos

District 2 Signature _____
Deb McCasland

District 3 Signature _____
Paul Chevalier

District 4 Signature _____
Chris Kuknyo

District 5 Signature _____
Steve Bracety

Yavapai College
District Governing Board
Workshop

Monday, November 14, 2022
9:00 a.m.

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

Members Present:

Ms. Deb McCasland, Board Chair
Mr. Ray Sigafos, 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

1. General Functions: Procedural
 - a. Call to Order {Time: 1}
Chair McCasland called the Yavapai College District Governing Board Workshop to order at 9:00 a.m.
 - b. Adoption of Agenda – **DECISION** {Time: 1}
Secretary Sigafos moved, seconded by Member Padilla, to change the order of the agenda with item 3.a The Association of Community College Trustees Review to be moved after item 3.c. Motion carried unanimously (Ayes: McCasland, Sigafos, Chevalier, Padilla, and Kuknyo).
2. Board Business
 - a. Executive Session – Pursuant to A.R.S. §38-431.03(A)(1), Review of President’s Employment Agreement – Attorney Lynne Adams - **PROCEDURAL** {Time: 60}
 - b. Executive Session -- Pursuant to A.R.S. §38-431.03(A)(3) & (4), Discussion or Consultation for Legal Advice with the Board’s Attorney Regarding the President’s Employment Contract and to consider its position and instruct its attorney regarding the President’s Employment Contract – Attorney Lynne Adams - **PROCEDURAL**
Secretary Sigafos moved, seconded by Member Kuknyo, to go into Executive Session pursuant to A.R.S. §38-431.03(A)(1), Review of President’s Employment Agreement and A.R.S. §38-431.03(A)(3) & (4), Discussion or Consultation for Legal Advice with the Board’s Attorney Regarding the

President's Employment Contract and to consider its position and instruct its attorney regarding the President's Employment Contract. Motion carried unanimously (Ayes: McCasland, Sigafos, Chevalier, Padilla, and Kuknyo).

The Board convened in Executive Session at 9:08 a.m.

- c. Reconvene in Public Session – Attorney Lynne Adams

The Board reconvened in public session at 9:50 a.m.

- d. Possible Action RE: President's Evaluation and Consideration of President's Contract as a result of Executive Session – Attorney Lynne Adams - **DECISION** {Time: 5}

Member Sigafos moved, seconded by Member Chevalier, to instruct the Board's attorney to negotiate a revision to the President's contract regarding termination payments as discussed in executive session, with the revised contract to be approved by the Governing Board at a future meeting.

Member Padilla requested an amendment to the pending motion. Member Sigafos agreed to the amendment, but Member Chevalier did not agree to the amendment.

The initial motion passed 3-2 (Ayes: Chevalier, Sigafos, Kuknyo; Nays: McCasland, Padilla).

Member Padilla moved, seconded by Chair McCasland, to specifically approve a modification only to paragraph 9 of the President's current contract to increase the amount to be paid to Dr. Rhine in the event her employment is terminated on the basis of poor performance only to payments equal to a) two years of her Base Salary or b) 50% of the amount of her Base Salary for the remainder of the Term of the Agreement, whichever amount is greater as of the effective date of termination. This motion replaced and clarified the previously passed motion. Motion passed 4-1 (Ayes: McCasland, Sigafos, Padilla, and Kuknyo; Nay: Chevalier).

Member Padilla moved, seconded by Secretary Sigafos, to approve and adopt the 2022-2023 President's Goals. Motion passed unanimously (Ayes: McCasland, Sigafos, Padilla, Kuknyo, Chevalier).

Short Recess – Workshop recessed at 10:13 a.m. and reconvened at 10:18 a.m.

- 3. Study Session
 - a. Changing Higher Education Landscape - **INFORMATION, DISCUSSION, AND DECISION** – Dr. Lisa Rhine {Time: 120}
 - i. Scott Van Pelt Video
 - The Board viewed the presentation from Mr. Scott Van Pelt, the Future of Higher Education: A Time for Leadership.

Lunch – Workshop recessed at 11:38 a.m. and reconvened at 12:03 p.m.

ii. A New Infrastructure Presentation

Dr. Rhine provided a presentation on a new infrastructure for the College. She presented on The Great Upheaval book, the education competition in Arizona, and changing technology.

Board Member Kuknyo stated that the statistics provided in the video and from Dr. Rhine show that a change is needed. Chair McCasland stated that the College has an experienced person to guide the College.

Member Chevalier stated that increasing online courses would not work in all courses, but only in the right programs. Member Padilla agreed that online courses will not work in every course, but the College needs to move in a direction that will help the community. COVID-19 has changed everything including education, and the Board needs to trust that Dr. Rhine will move the College forward.

Secretary Sigafos asked what are we in business in? Are we not in six locations (campuses)? How do we adapt those campuses to these new changes? The College's libraries will need to change, and how will we do this and stay within financial requirements? Dr. Rhine stated that the College has made some changes in the priorities for capital expenditures, and the Learning Commons is one of those changes. We are learning the way business is changing for the College and how we need to be nimble do that business to better serve our student and the community.

Secretary Sigafos asked a question about the resolution's wording. He asked what 'infrastructure' meant in articles four and five of the proposed resolution. Dr. Rhine stated that the word 'infrastructure' is meant in a broader sense: Are the industry partnerships in place? Are we growing the non-credit and short-term courses? Are we moving to competency based learning?

Member Padilla asked who would create the program for the metaverse for the College. Dr. Rhine stated that it is the faculty for the specific program who would create the subject content. The learning commons would be the location where the experts would train the faculty on the metaversity.

Member Padilla asked about internet connectivity that would be needed for programs that will be taught in the metaversity. The county has locations where there is no internet/Wi-Fi connection. Chair McCasland suggested partnering with the city/town libraries to provide internet/Wi-Fi connections for students who live in those locations.

Member Chevalier stated that he sees the metaversity expanding the online courses but cautions the College that the metaversity will take us to a point but will not take over the hands-on courses. The College will need to combine the two methods.

- iii. Yavapai College District Governing Board Resolution Directing the President to Create the Necessary Infrastructure to Meet the Changing Needs of Students and Employees – Resolution 2022-10 (*Attached*)
Member Chevalier moved, seconded by Member Padilla, to approve the Yavapai College District Governing Board Resolution Directing the President to Create the Necessary Infrastructure to Meet the Changing Needs of Student and Employees – Resolution 2022-10. Motion carried unanimously (Ayes: McCasland, Sigafos, Chevalier, Padilla, and Kuknyo).

Short Recess – Workshop recessed at 1:07 p.m. and reconvened at 1:15 p.m.

- b. District Governing Board Policies Review - **INFORMATION, DISCUSSION, AND DECISION** – Dr. David Borofsky, Director of the Arizona Association of Community College Trustees {Time: 90}
Dr. Borofsky facilitated a discussion on the Board’s policies and a review of their self-assessment. He reviewed the following areas: A.R.S. Language Title 15, Chapter 12; pertinent Board Policies; Board Assessment comparison from September 2021 – May 2022; areas in which the Board can improve.

Member Chevalier indicated that he believes that his first duty and responsibility are to the people who elected him from District Three. He is responsible for ensuring that they are treated equitably by the College. He continued by saying that the Arizona Association of Community College Trustees (AACCT) Handbook does not address the individual responsibility to the district that a board member is elected from and that the Handbook should address this issue.

Member Chevalier made a statement about Board Policy 101 – College Priorities. He indicated that the policy does not include information from the Scott Van Pelt video and the presentation from Dr. Rhine. He would like the policy to discuss how the College will be delivering some of those new courses. He would also like the Board Policies to be expanded to include more details about the Governing Board’s duties and the President’s duties. Secretary Sigafos stated that policy included in the PowerPoint is not the complete Board Policy 101 – College Priorities and noted that Priority 1: Education has six additional points that are not listed. Those additional points mention the President’s responsibilities to meet the goals for student success.

Dr. Rhine noted that the institutional goals are reflected in the College’s strategic plan, which she brought to the Board, which were developed with the Board, and which were approved by the Board. The Board does have a say in and approval of the direction that all of the College’s the operations align to. Member Chevalier said that more goals need to be included.

Chair McCasland stated that many of the items that are being discussed by Member Chevalier are operational. The Board only has one employee, the President, and the Board has given the President the operational responsibility, as stated in Board Policy 101 – College Priorities. She stated that the Board hires and fires the President, evaluates the President, and approves the College budget.

Member Chevalier suggested that Board Policy 101 – College Priorities needs to be reviewed and edited this year.

Member Padilla commented on the creation of the College. Over time, the College works with the new population growth of the county, and the College tries to address those growths in population, but it does not mean the College should have to duplicate all programs and opportunities in all areas of the county. Member Padilla noted that Member Chevalier understands the Board’s policies but just does not accept them.

Member Kuknyo commented on the production of *Hello Dolly*’ and noted that everyone in the production was from Yavapai County. It was an excellent production.

Member Chevalier commented on Board Policy 305 – Board Governing Focus & Style. He stated that he is trying to do his best to provide a diversity of viewpoints, as indicated in subpart 2.

In the review of Board Policy 306 – Board Member Code of Conduct & Ethics, Member Chevalier provided his clarification on what he believes what it means by “abiding by the majority’s decision.” Although you must comply with the majority’s decision, it does not mean you agree with the majority’s decision, or that you don’t say you disagree with it, or that you don’t try to change it.

Chair McCasland stated that the Board has the vote on the decision and expressing one’s own opinion against sound like undermining the President’s authority of the College. The Board had a discussion regarding Board members’ disagreements with Board decisions and this policy.

In the review of Board Policy 307 – Board Member Responsibilities and Obligations, Chair McCasland stated that is it clear that each Board member should bring up their views on issues, including the potential impact on their own districts, but the Board votes for the good of **all** the residents of the county. The President follows the Board’s decision, and the Board supports the President’s operational implementation.

Member Kuknyo commented that the Board needs to plan for the future for the county, and with the President leading the College, who sees what is going on with the future of education, the Board needs to get behind her. This Board should be a functioning board, work together and make concessions when needed, and be happy when the meetings are over.

Member Chevalier discussed his accountability to his district versus his accountability to the county as a whole. Member Kuknyo indicated that he believed that all Board members need to look out for the county as a whole, not just their own districts. Member Padilla asked for the President’s response to Member Chevalier’s previous comments about the brewery program, so that the record was clear and not just based on Member Chevalier’s assertions. President Rhine responded and noted that there was a needs assessment for the program. Member Padilla noted that Member

Chevalier continues to bring up past issues and does not really abide by the majority's decision.

In the review of Board Policy 401 – Delegation to and Accountability of President, Dr. Borofsky noted that the Board is doing a very good job, but that it can approve in its operations by letting the past and past decisions go. Chair McCasland stated that the College has a leader – the President – and she is doing a great job of running the College.

- c. The Association of Community College Trustees Review – **INFORMATION AND DISCUSSION** – Board Chair Deb McCasland {Time: 30}
Chair McCasland reviewed with the Board the Association of Community College Trustees Conference. She discussed that the conference had very informed sessions.

Member Kuknyo commented on a session he attended about a lunch program that grew into a program that assisted parents with better paying jobs. He also discussed how some of these programs teach parents in eight-week to four-week classes. He stated that he attended the partnership with industry session.

Member Padilla encouraged all board members to attend the conference. The networking between boards from other community college is very beneficial. He attended a few sessions, and one of them was on foster care. He discussed how the kids, once they reach 18-years-old, are cut lose from foster care with only a few resources. A lot of the foster kids fall through the cracks and end up on the streets. The presenting community colleges were assisting these foster kids and mentoring them.

Chair McCasland, Dr. Rhine, and Mr. Jenkins presented at the conference.

Chair McCasland stated that she has learned from the sessions. She attended session on how boards work together.

Secretary Sigafos stated that the Board is becoming an informed Board because the members attend the conferences and classes. He also agreed that networking is very important, and he learned something about foster care. He recommended that the College contact Court Appointed Special Advocates for Children (C.A.S.A.) in Yavapai County. He also indicated that he had attended a legal presentation at the conference, which focused on setting up a pro bono legal advice clinic for students and faculty.

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

Workshop adjourned at 2:43 p.m.

Respectfully submitted:

Yvonne Sandoval, Recording Secretary

Date

Ms. Deb McCasland, Board Chair

Mr. Ray Sigafos, Secretary

Yavapai College
District Governing Board
Regular Meeting

Tuesday, November 15, 2022
1:00 p.m.

Room M-137
Verde Valley Campus
601 Black Hills Drive
Clarkdale, Arizona 86324

Members Present:

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

Administration Present:

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

MINUTES

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=893efd23-4d5a-44f6-a0d4-af4e018a90a9>

1. General Functions: Procedural
 - a. Call to Order {Time: 1}
Chair McCasland called Yavapai College District Governing Board Meeting to order at 1:01 p.m.
 - b. Pledge of Allegiance {Time: 1}
The Pledge of Allegiance was led by Board Member Chevalier.
 - c. Adoption of Agenda – **DECISION** {Time: 1}
Secretary Sigafos moved, seconded by Member Padilla, to adopt the District Governing Board Agenda. Motion carried unanimously (Ayes: McCasland, Sigafos, Chevalier, Padilla, and Kuknyo).
 - d. Open Call – **INFORMATION** {Time: 10} **(Recording at 1:30)**
The following members of the public requested to speak:
 - 1. Scott Jablow (Recording at 1:35)**
 - 2. Robert Oliphant (Recording at 5:17)**
2. Study Session
 - a. President's Reports **INFORMATION** {Time: 60}

- i. Verde Valley Academic Program Highlight – Dr. Diane Ryan (**Recording at 9:30**)
 1. Verde Valley Academic Program Highlight – Aaron Rodriguez, Verde Valley Skills Trade Center Faculty (*Attached*)

Mr. Aaron Rodriguez gave a presentation to the board encompassing what his Construction Program and students have been achieving, with their most recent project being a tiny house. His team is using the tiny house as a prototype to be able to sell the tiny houses his students build. They are also moving to an 8-week model to attempt to increase enrollment among the working and retired population.

Recorded discussion and comments are available and begin at 10:40.
- ii. Verde Valley Technical High School Presentation – Superintendent Steven King, Cottonwood-Oak Creek School District #6

Mr. Steven King and the Student Council President discussed the Verde Valley Technical High School and thanked the Governing Board for their support. Mr. King presented a video about Verde Valley Technical High School and how the school is helping students.

Recorded discussion and comments are available and begin at 34:26.
- iii. College Council – Dr. Diane Ryan, Dr. Clint Ewell, and Mr. Rodney Jenkins
 1. Faculty Senate – Dr. Karen Palmer (*Attached*)

Dr. Palmer presented updates about faculty events that have been occurring recently. She also thanked the Governing Board and President for retention bonuses for faculty.

Recorded discussion and comments are available and begin at 51:20.
 2. Staff Association – Ms. Bobbi Evens (*Attached*)

Ms. Evens was unavailable, but Ms. Kristin Varon-Burkhart presented in her place. Ms. Varon-Burkhart discussed the annual Winter Celebration, including dates and locations. The event was catered to allow all staff to enjoy the event and enhance the feeling of belonging.

Recorded discussion and comments are available and begin at 56:28.
 3. Student Government Association – Mr. Clay Christensen (*Attached*)

Mr. Clay Christensen discussed a Student Focus Group and indicated that it was a success. He also discussed “The Unheard 22” initiative. The Student Government Association is working to begin the next initiative, “The Clothing Closet”.

Recorded discussion and comments are available and begin at 1:00:03.
- iv. Budget to Actual Monthly Report and Cash Reserves Monthly Report (*Attached*)

Dr. Lisa Rhine closed the President’s Report with the Budget to Actual Monthly Reports and Cash Reserves Monthly Report.

Recorded discussion and comments are available and begin at 1:03:52.

b. Yavapai College Facilities Master Plan - **INFORMATION, DISCUSSION, AND DECISION** – Dr. Clint Ewell {Time: 60} (*Attached*)

Dr. Clint Ewell presented the proposed Yavapai College Facilities Master Plan.
Recorded discussion and comments are available and begin at 1:04:05.

Dr. Clint Ewell explained that “this plan is designed to serve as a living document that is adaptable to changes, allowing flexibility in its application as specific planning initiatives and goals evolve over time.” The plan is not set in stone, and the plan being presented is the best plan of what they know today.

Dr. Ewell stated the purpose of his presentation is to share the report and plan with the Governing Board. Dr. Ewell asked for approval of the concepts. He defined the concepts as “making sure the facilities keep Yavapai College relevant and in support of supporting our students in our community.” Specific projects will be brought before the Board on an annual basis, so approving the plan does not approve specific projects within the plan, but rather the direction of the plan as it stands today.

Question from Member Padilla: how do you know when the EV marketplace has developed to the point where the college is going to entertain launching a program, for example maintenance of a fleet that gets purchased by a community? How do you recognize it is time?

Response from John Morgan: The Advisory Board is tasked with that, and they are figuring out how to position themselves for programs in demand. We meet twice a year with the auto advisory board.

Question from Member Padilla: Who comprises the Advisory Board?

Response from John Morgan: The Advisory Board is made up of local industry people.

Question from Member Chevalier: How many kinds of courses do you have?

Response from John Morgan: There are 3 major programs and about 20 different types of courses regarding automotives.

Question from Secretary Sigafos: Where is the College with offering automotive on the eastern side of the county?

Response John Morgan: The program is large, but we did not get the numbers when it was tried on the eastern side of the county. EV may be a different story.

Question from Secretary Sigafos: On page 58 of the document, is that listing based on the priority? Or is that all projects that are priority one?

Response from Dr. Ewell: The projects on page 58 are the priority projects. Projects listed on page 59 are other important projects that were identified that we didn't want to lose from the master project list.

Question from Secretary Sigafos: On the list of projects, which one is project one and which is project nine? Or is it too early to tell?

Response Dr. Ewell: It's too early to tell, although the Digital Learning Commons is likely be project one. In March, when the 5-year Capital Improvement plan budget

recommendation is presented, the administration will indicate which programs they recommend starting with.

Question from Secretary Sigafos: The list is what you've agreed probably needs to be done and the Governing Board needs to decide if it's a good idea or not a good idea. Is that where we are?

Response from Dr. Ewell: Yes. The first half of report is all the environmental factors that either the College brought forth to the consultant and/or the consultant brought to us saying here is what is happening in the higher ed realm and because of that, here are the projects that we currently think we need to do to address to make sure that Yavapai College remains relevant.

Secretary Sigafos moved, seconded by Member Kuknyo, to approve the priorities and the Facilities Master Plan as presented.

Question Member Kuknyo: Has the College lined up funding for all of the projects?

Response from Dr. Ewell: We have funding lined up for capital projects that the board has already approved. For other portions of the Plan, including the overall budget, the administration will provide more information to the board at its March meeting. Dr. Ewell explained that there are funding options available through existing revenues streams, but that the College will have to research options as the projects come to fruition.

Member Chevalier made a statement that he feels there is insufficient information, and he cannot vote for it. He brought up student housing and felt there needed to be more research completed on that subject. He cited the issue with the brewery and distillery that was presented in May. Dr. Ewell reminded the board that he's not asking for approval of the slate of projects. He's asking for consideration of approval of the plan to modernize Yavapai College in ways that will support face-to-face learning, career technical education and providing better support to non-traditional adult learners. Member Chevalier indicated if that was the motion, he would vote for it, but he does not believe that is the motion.

Chair McCasland provided some comments to the board about what the President's role is and the Governing Board's role is. Member Chevalier indicated that he agrees to disagree with her comments.

Secretary Sigafos moved, seconded by member Kuknyo, to amend the pending motion to read as follows: to approve the Facilities Master Plan as presented, whose intention is to modernize Yavapai College facilities over the next 7 years to enhance face-to-face learning, adult learners and career tech ed, and to help Yavapai College remain relevant in the marketplace. Motion passes 4-1 (Ayes: McCasland, Sigafos, Padilla, and Kuknyo; Nay: Chevalier).

Short Recess – Meeting recessed at 2:40 p.m. and reconvened at 2:58 p.m.

- c. Overview and Environmental Scan of Yavapai County and Yavapai College - **INFORMATION, DISCUSSION, AND DECISION** – Dr. Tom Hughes {Time: 60} (*Attached*)

Dr. Tom Hughes presented the Overview and Environmental Scan of Yavapai County and Yavapai College.

Recorded discussion and comments are available and begin at time 1:39:31.

The purpose of the scan is to provide a wide range of information that will enable decision-makers to understand the current context in which we operate, predict future trends and incorporate this understanding into the College's strategic direction. The five areas discussed with trends and statistics were: demographics, social & political, economy & workforce, education, and technology.

Question from Member Kuknyo: Why aren't people going back to work?

Response from Dr. Hughes: The county has a larger number of retirees in the population. We still haven't bounced back to pre-pandemic numbers but are not sure why. Member Chevalier commented that he believes this is due to off-book employment.

Discussion from Secretary Sigafos about a prior presentation that indicated there's a demographic cliff coming. Dr. Hughes clarified that the cliff is predicted in 2025, which is when people coming out of K-12 are anticipated to drop precipitously in number. About 50% of the high school graduates that are going to go to college spend some time at Yavapai College first.

Question from Secretary Sigafos: When the cliff happens, what is the projection for the enrollment?

Response from Dr. Hughes: The College will focus on adult students and younger Hispanic students. Our traditional student population is going to shrink. Some enrollments will be picked up in dual enrollment and concurrent enrollment. There will be a smaller pool, but the College could have a larger capture rate. The Bachelor's degree programs and innovation could assist in capturing more students from that smaller pool.

Question from Secretary Sigafos to the President: Those kinds of things are baked into the plan that we just adopted, based on our assumptions from yesterday, and the discussion today?

Response from President Rhine: Yes, yes, absolutely.

Statistics presented about college attendees: Students age 25+ = 45%. Students working while attending college = 76%.

Question from Chair McCasland: To clarify, that percentage is students attending Yavapai College but also working?

Response from Dr. Hughes: Correct, they're enrolled as a student and working. About 34% of them were working full-time.

Statistics continued about College attendees. Students who are first generation college goers = 35%. The College does not track the number of students who have children or housing insecurity.

Question from Member Padilla: The 4-year universities, including ASU, are beginning to prepare to offer the associates degree. Is that going to include dual enrollment?

Response from Dr. Hughes: That is actually where they are going to pilot it. They actually run their own charter high school, ASU Digital Prep. That is where they plan if they get approval from the AZ border regions to pilot it with their early high school.

Follow-up question from Member Padilla: So, there will probably be some savings then to the high school students?

Response from Dr. Hughes: I think at that point, yes.

President Rhine commented that at yesterday's board retreat, the board was exposed to the metaverse. There are actually 10-12 universities that have created metaversities or metacolleges. They have created a digital twin of their campus in the metaverse and actually have students participating in that for 3 semesters now. President Rhine will have the opportunity to visit those metaversities with Ryan Gray.

Question from Member Padilla: When you look at 4-year universities across the country, especially the private universities, they operate many times where they give no incoming credit for college classes that have been taken by an incoming freshman for example elsewhere. So, they require 120 hours to get to their bachelor's. There are some that will require a minimum of 90 hours so that a lot more can transfer in. Who sets that parameter? Is it an accreditation committee that the school belongs?

Response from Dr. Hughes: I would say that most of that determination is probably by the colleges. Private universities and the more elite universities are less likely to take credits from other institutions. Those looking for competitive advantage might look at taking credits because that's used as a competitive recruiting advantage.

Follow-up question from Padilla: Do you envision providing students with a degree program option like Golden Gate offers? They package degree programs for students using attendance at other institutions.

Response from Dr. Hughes: Yes, I think it's very likely to happen. I know one of the reasons that Golden Gate partnered is they're trying to transition those students into their 4-year program. I think you'll see much more of the packaging from institutions with a certain amount of credits that would be required at that institution.

President Rhine commented the board previously passed a resolution to move toward a diversifying the curriculum to offer more flexible just-in-time, industry-driven curriculum. The resolution supports new designs of curriculum that will take place in the new digital learning commons. The necessary steps are being taken to remain relevant and a contender.

d. Board Liaisons' Reports - **INFORMATION AND DISCUSSION** {Time: 10}

i. Board Spokesperson – Board Chair McCasland

Chair McCasland presented an update on the events she has represented the Governing Board.

Recorded discussion and comments are available and begin at 2:34:00.

Attended the following events: National Convention, Open House in Prescott & Verde Valley, Performances of Hello Dolly, Yavapai College Foundation November Board Meeting (with Secretary Sigafoos), Wine and Dine in the Vines, met with state college auditors, co-presented a session at the ACCT National Convention, shared personal remembrances of Opal Allen at the dedication of the “Opal Tenney Goodman Allen Founder’s Foyer”, both Yavapai Community College Outreach sessions in Prescott & Clarkdale, and the Unheard 22 ceremony in Prescott.

- ii. Arizona Association of Community College Trustee (AACCT) – Board Chair McCasland and Secretary Sigafoos
Chair McCasland presented an update.

Recorded discussion and comments are available and begin at 2:35:57.

Trustee State Conference scheduled for April 19 & 20 in Phoenix.

Participated in AC4 (College Residence Group) and the AACCT executive committee zoom meeting.

- iii. Yavapai College Foundation – Board Chair McCasland
Secretary Sigafoos provided an update on the Yavapai College Foundation.
Recorded discussion and comments are available and begin at 3:07:53.
Foundation appears to be on target with their fundraising. Brad Clifford provided information about the athletic program, including presenting the student athlete coaches. The Foundation has offered more than \$1 million in scholarships for students to attend the College.

e. Dates and Time of Future Meetings and Events - **INFORMATION AND DISCUSSION** {Time: 5} (**Recording at 2:38:20**)

- 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, October 18, 2022 (*Attached*)
- ii. Waiver of Conflict Regarding an Intergovernmental Agreement Regarding the Northern Arizona Regional Training Academy (NARTA) Academy Sergeant (*Attached*)
- iii. Yavapai College Restated Memorandum of Understanding with Yavapai College Foundation (*Attached*)
- iv. Receipt of Report on Revenues and Expenditures for September 2022 (*Attached*)
- v. Yavapai College Summary of New Program Proposal for Bachelor of Science in Business – Organizational Management and Leadership Concentration (*Attached*)

Recorded discussion and comments are available and begin at 2:41:46.

Member Chevalier complimented the minutes completed for October.

Member Chevalier moved, seconded by Kuknyo, to approve the Consent Agenda. Motion passed unanimously (Ayes: McCasland, Sigafos, Chevalier, Padilla and Kuknyo).

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

Regular Meeting adjourned at 4:01 p.m.

Respectfully submitted:

Deanne K. Petty, Recording Secretary

Date

Ms. Deb McCasland, Board Chair

Mr. Ray Sigafos, Secretary

**INTERGOVERNMENTAL AGREEMENT
NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA)
ACADEMY SERGEANT**

**Yavapai County Community College District
and
Yavapai County**

THIS INTERGOVERNMENTAL AGREEMENT - NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA) - ACADEMY SERGEANT (the "Agreement"), is entered into the date of final signature by and between the Board of Supervisors of YAVAPAI COUNTY, (hereinafter the "County"), for and on behalf of the Yavapai County Sheriff's Office, and the Governing Board of YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT, doing business as YAVAPAI COLLEGE, a community college district of the State of Arizona (hereinafter the "College").

WITNESSETH:

WHEREAS, the Arizona Peace Officer Standards and Training Board ("AZ POST") prescribes minimum courses of training and minimum standards for training facilities of law enforcement officers in the state [ARS §41-1822 (A) (4)]; and,

WHEREAS, in accordance with said standards, the County, the City of Prescott, the Town of Chino Valley, the College, and other jurisdictions authorized to employ peace officers, have established the Northern Arizona Regional Training Academy (NARTA), a peace officer training academy approved by the AZ POST, at the College; and,

WHEREAS, the Sheriff of the County has assigned a Sergeant in the Sheriff's Office to spend a significant amount of the Sergeant's time serving as supervisor of NARTA; and,

WHEREAS, the College and County desire to formalize that assignment by assigning the Sergeant as full-time supervisor of NARTA, in return for the College's payment of the salary and benefits of said Sergeant; and,

WHEREAS, ARS §11-952 authorizes two or more public agencies (including the County and the College) to contract for services or jointly exercise any powers common to the contracting parties, if the agreement meets certain requirements set forth in §11-952;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

Section 1. TERM. The term of this Agreement shall be from January 1, 2023, through December 31, 2023, unless sooner terminated as set forth in Section 5 herein. This agreement may renew for a one (1) additional year period upon written amendment signed and agreed upon by both parties.

Section 2. PURPOSE. The purpose of this Agreement is to set forth the duties and responsibilities of the parties and to formalize the routine appointment by the County of a Sergeant to supervise NARTA at the College, in return for the College paying the cost of the salary and benefits of said officer.

Section 3. PERFORMANCE. The performance commitments of the respective parties are as follows:

The County shall:

- (a) ensure through the Sheriff's Office that a qualified Sergeant is appointed at all times to supervise NARTA at the College. In so doing, the Sheriff's Office shall make every effort to find a qualified substitute or make arrangements to reschedule classes if the designated Sergeant is unavailable for any reason;
- (b) ensure that the designated Sergeant is properly trained and oriented to fulfill the requirements of the position;
- (c) allow the designated Sergeant the time to:
 - (1) properly prepare for each NARTA class;
 - (2) interact with students of NARTA; and,
 - (3) participate in any College staff orientation, faculty meetings, and in-service activities;
- (d) provide necessary supervision and evaluation of the designated Sergeant's performance so as to ensure an adequate level of performance; and,
- (e) use funds provided by the College to defray the costs of providing this Sergeant to the College.

The College shall:

- (a) provide office space for the designated Sergeant to carry out necessary supervisory responsibilities; and,
- (b) provide regular evaluations of the effectiveness and ongoing needs of the officers.
- (c) provide travel funds to the Sergeant to assist the Sergeant in attending AZ POST meetings or any law enforcement trainings approved by College, including but not limited to reimbursement for use of the Sergeant's private vehicle, auto rental, gas card, lodging and meals as provided under College policies for adjunct faculty.
- (d) provide a Program Coordinator to liaise with the Sergeant to ensure that the NARTA program is carried out effectively and efficiently.

Section 4. BUDGETING AND FINANCING. The County estimates that the full cost of the salary and benefits for the assigned Sergeant will be \$153,298.75. The college shall pay to the County during calendar year 2023 the full cost of salary and benefits for the assigned sergeant up to a maximum of \$164,029.66. The payments shall be divided into twelve (12) monthly installments made by the College to the County on or before the 15th day of each month. The College shall make its best efforts to include in its annual budgets the necessary appropriations to meet the cost of its performance hereunder.

Section 5. TERMINATION. This Agreement may be terminated by either party for any reason whatever, effective sixty (60) days after receipt of written notice by the other party. In the event of termination prior to the full term of this Agreement, if the College has paid to the County the salary amount set forth in Section 4 above, the County shall prorate said amount based on the remaining term of this Agreement and shall return the unearned portion to the College within sixty (60) calendar days. In the event of termination prior to the full term of this Agreement, if the College has not yet paid the salary amount set forth in Section 4 above, the College shall prorate said amount based on the remaining term of this Agreement and shall pay the earned portion to the County within sixty (60) calendar days.

This Agreement is contingent upon College appropriating funds to finance the College's responsibilities under this Agreement. If College fails to appropriate sufficient funds, College shall immediately notify County, and this Agreement shall terminate at the end of the period for which sufficient funds were appropriated and available.

Section 6. INDEMNIFICATION. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee"), its officials, officers, agents and employees, for, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officials, officers, agents, employees, or volunteers. The agreement to indemnify, defend, and hold harmless shall survive the termination of this agreement. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, any agreement by College to indemnify, defend and hold harmless the County shall be limited to, and payable only from, the College's available insurance or self-insurance coverage for liability assumed by contract, if any.

Section 7. NO PARTNERSHIP; NOT EMPLOYEES. Nothing herein is intended to create a partnership or joint venture between the parties, nor does it create an employment relationship between the personnel of the County and the College. Rather, the Sergeant and other assigned personnel of the County are independent contractors of the College for purposes of Article 2, Chapter 7, Title 12, Arizona Revised Statutes. Nothing in this Agreement affects any employment relationships between the Sergeant and other assigned personnel and the County.

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 specific IGA, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdictional he is then working, as provided by A.R.S. § 23-1022{0). The primary employer party 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 public notice required.

Section 8. NOTICES. All notices provided in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently delivered or served when presented personally or upon the third day after being deposited in the United States mail, postage prepaid, by registered or certified mail, or via email, addressed as follows:

College: Procurement & Contract Services
Yavapai College 1100 E. Sheldon Street
Prescott, Arizona 86301
Email: Procurement@yc.edu

County: Yavapai County Sheriff's Office
255 East Gurley Street
Prescott, AZ 86301
Email:
web.sheriff@yavapaiaz.gov

Section 9. FURTHER INSTRUMENTS. Each party hereto shall, promptly upon the request of the other, acknowledge and deliver to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 10. AMENDMENT AND CONSTRUCTION. This Agreement sets forth the entire understanding of the parties as to the matters set forth herein as of the date of this Agreement and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 11. CONFLICT OF INTEREST. This Agreement may be canceled pursuant to ARS §38-511 in the event of a conflict of interest as described therein.

Section 12. DISPOSITION OF PROPERTY. The parties do not contemplate the joint purchase of any property under this Agreement. Upon termination of this Agreement for any reason, any property purchased by a party shall remain the property of that party, and any party having possession or use of the other party's property shall return such property to the owning party.

Section 13. NONDISCRIMINATION. The parties agree to comply with the nondiscrimination in government contract provisions of Executive Order No. 2009-09, and hereby incorporate by reference its terms into this Agreement as if fully set forth herein.

Section 14. RESOLUTIONS. Attached hereto are the authentic copies of each appropriate action by ordinance, resolution or otherwise of the governing body of each party authorizing the execution of this Agreement.

Section 15. IMMIGRATION LAW COMPLIANCE. Both parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of the Agreement, and the parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor, subcontractor or employee of either who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

Section 16. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394. Both parties certify they do not currently, and agree for the duration of the contract that they will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If either party becomes aware during the term of the contract that they are not in compliance with the written certification, the non-complying party shall notify the other party within five (5) business days after becoming aware of the noncompliance. If the non-complying party does not provide the other party with a written certification that they have remedied the noncompliance within 180 days after notifying the other party of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

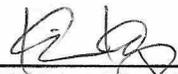
Section 17. ALTERNATIVE DISPUTE RESOLUTION. Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first above written.

YAVAPAI COUNTY
Board of Supervisors


Mary Mallory, Chair

ATTEST:



Kim Kapin, Clerk of the Board

The foregoing Intergovernmental Agreement has been submitted to me as Attorney for the Sheriff's Office, to review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the County under the laws of Arizona.



Thomas M. Stoxen
Attorney for Yavapai County

YAVAPAI COLLEGE, a community college
district of the State of Arizona, (College)

Deb McCasland, Board Chair
Yavapai College; Yavapai County

ATTEST:

Yvonne Sandoval
Secretary

The foregoing Intergovernmental Agreement has been submitted to me as Attorney for Yavapai College for review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the College under the laws of the State of Arizona.



Claude Richman Jr
Attorney for College



INTERGOVERNMENTAL AGREEMENT AMENDMENT

**ARIZONA DEPARTMENT
OF ECONOMIC SECURITY**

1789 W. Jefferson Street,
Mail Drop 1541,
Phoenix, Arizona 85007
(602) 364-0170

CONTRACTOR (Name and Address):	Services Description:	Higher Education Child Care Project
Yavapai County Community College District 1100 S Sheldon Street Prescott, Arizona 86301	Agreement Number:	DI22-002328
	Amendment Number:	One

PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) SECTION 8.0 AMENDMENTS, THE PARTIES HEREBY AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. Section 2.0 Purpose of Agreement, Subsection 2.1 is revised as follows:

- 2.1. The purpose of this agreement is to increase access to high quality Child Care by providing Child Care subsidies for students pursuing a degree in Nursing, Early Childhood Education, K-12 Education, or a degree program approved by ADES.

CONTINUE TO THE NEXT PAGE

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECTS. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS AMENDMENT ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

Agency Name Arizona Department of Economic Security	Name of Contractor
Authorized Signature	Authorized Signatory
Type Name	Type Name
Title	Title
Date	Date

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL <i>Clare Dickstein for ADES</i>
DATE	DATE <i>1/5/2023</i>



INTERGOVERNMENTAL AGREEMENT AMENDMENT

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

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2. Section 3.0 Definitions are replaced as follows:

- 3.1. Child Care – the service that is provided for a fee to a child (birth through twelve (12) years of age and is unaccompanied by a parent or guardian during a portion of a twenty-four (24) hour day.
- 3.2. Child Care Providers – is inclusive of ADES Certified Family Child Care Homes, ADES Contracted Child Care Centers and Group Homes that are regulated by the Arizona Department of Health Services (ADHS) and hold a current registration agreement with ADES, and Child Care Providers that are licensed and regulated by the ADHS.
- 3.3. Child Care Resource & Referral (CCR&R) – pursuant to A.R.S. § 41-1967 assists families in choosing Child Care through referrals to local Child Care Providers, information on state licensing requirements, availability of Child Care subsidies, and other pertinent information.
- 3.4. Division of Child Care (DCC) - the subdivision of the ADES that has a responsibility for providing financial support to increase the availability and improve the quality of Child Care in Arizona.
- 3.5. Eligible Student – an individual participating part-time or full-time in a Nursing, Early Childhood Education, K-12 Education or an ADES approved degree program at the contracted Community College and employed in a work activity for monetary compensation, with an income up to eighty-five percent (85%) of the State Median Income (SMI), who is a parent to a child ages birth through twelve (12) years of age.
- 3.6. Higher Education Child Care Project (HECCP) – the title of the project, through contracts with community colleges and universities, to provide Child Care assistance to Eligible Students.

3. Section 4.0 Service Description, Subsection 4.1. is revised as follows:

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

4. Section 5.0 Responsibilities, Subsection 5.1.1. b is revised as follows:

- 5.1.1. b) HECCP Child Care assistance for Eligible Students;

5. Section 5.0 Responsibilities, Subsection 5.1.2. is revised as follows:

- 5.1.2. Verify students meet the following eligibility requirements:
 - a) Students must be enrolled in one (1) of the following programs with the Contractor:
 - 1.) Nursing program; or
 - 2.) Early Childhood Educational program; or
 - 3.) K-12 (Elementary and Secondary) Education program; or
 - 4.) An ADES approved degree program; and
 - b) Verify Student income level does not exceed eighty-five percent (85%) of the SMI, and
 - c) Verify children's ages, birth through twelve (12) years of age.

6. Section 5.0 Responsibilities, Subsection 5.1.3. is revised as follows:

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



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7. Section 5.0 Responsibilities, Subsection 5.1.4. is replaced as follows:

- 5.1.4. Ensure that Eligible Students who receive ADES Child Care assistance expend ADES Child Care assistance funds before HECCP Child Care assistance payments through this program are applied to student accounts (or college mechanism for Child Care payments).
- a) Students receiving ADES Child Care assistance and HECCP Child Care assistance must provide to the Contractor a record of the parent's [ADES Provider/Parent/Guardian Agreement \(CCA-0208A\)](#).

8. Section 5.0 Responsibilities, Subsection 5.1.5 is revised as follows:

- 5.1.5. Provide Eligible Students with information on how to obtain a listing of approved Child Care Providers through CCR&R.

9. Section 5.0 Responsibilities, Subsection 5.1.6 is revised as follows:

- 5.1.6. Ensure that Eligible Students who receive ADES Child Care assistance through HECCP, utilize only an approved Child Care Provider within the ADES Child Care Provider network, as identified in Section 3.2.

10. Section 5.0 Responsibilities, Subsection 5.1.7 is revised as follows:

- 5.1.7. Conduct recruitment and outreach activities to include potentially Eligible Students in the HECCP to receive assistance to meet their Child Care needs through this program.

11. Section 5.1 Responsibilities, Subsection 5.1.9. is revised as follows:

- 5.1.9. Within thirty (30) days of the end of each semester, or within fifteen (15) days following the end of each month, the Contractor shall submit to ADES a complete and accurate invoice for reimbursement for services specified in Section 4.0 Service Description, up to the following amounts for each fiscal year, including semester break reimbursements, with the following:
- a.) \$150,017 Fiscal Year 2022, where 5% (\$7,501) of this funding will be available to the Contractor to administer the program.
- b.) \$150,017 Fiscal Year 2023, where 5% (\$7,501) of this funding will be available to the Contractor to administer the program.
- c.) \$150,017 Fiscal Year 2024, where 5% (\$7,501) of this funding will be available to the Contractor to administer the program.

12. Section 9.0 Payment Procedure, Subsection 9.4. is replaced as follows:

- 9.4 The Contractor shall notify ADES by September 1, 2023, of any allocated funds that are unexpended with no future plans to expend for services during the term of this Agreement to allow for reallocation at the discretion of ADES.

13. Section 10.0 Reporting Requirements, Subsection 10.1. is replaced as follows:

- 10.1. The Contractor shall provide to ADES the following reports within thirty (30) days of the end of each reporting period, as defined by the Contractor.
- 10.1.1. Semester-End Narrative Report, broken down by campus location and each degree program including:
- a) Number of students who are eligible to receive Child Care assistance through the HECCP.
- b) Number of students who are eligible for the HECCP and placed on a waiting list.
- c) Number of students receiving Child Care assistance through the HECCP.



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(602) 364-0170

- d) Number of children of students receiving Child Care assistance through the HECCP.
- e) Number of students who receive Child Care assistance through the HECCP, and also received ADES Child Care assistance.
- f) Number of students receiving Child Care assistance through the HECCP who graduated in their field of study, reported by each degree program.
- g) Number of students receiving Child Care assistance through the HECCP who graduated in their field of study and attained employment in their field of study, reported by each degree program.
- h) Total dollar amount of HECCP Child Care assistance provided.
- i) Total dollar amount of administrative cost.

10.1.2 Annual Narrative Report, within thirty (30) days of the end of the final semester of the academic year, as defined by the Contractor, including:

- a) Items from Section 10.1.1, reported since the start of the program; and
- b) Stories and feedback of the impact the HECCP has had on the student and university/college program.

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

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

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

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

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

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

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

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

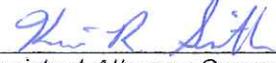
FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF THE YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

	
Procurement Officer Signature	Signature
<u>David Steuber</u>	Deb McCasland
Printed Name	Printed Name
<u>Chief Procurement Officer</u>	District Governing Board Chair
Title	Title
<u>09-27-2021</u>	
Date	Date
ADES Contract Number DI22-002328	Contractor's Contract Number (if applicable)

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

By:  for Yavapai County Community College District
Public Agency Legal Counsel

Date: 9-15-2021

Date: 8/20/2021

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

1.0 ADES VISION AND MISSION STATEMENTS

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

2.0 PURPOSE OF AGREEMENT

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

3.0 DEFINITIONS

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

4.0 SERVICE DESCRIPTION

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

5.0 RESPONSIBILITIES

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

Intergovernmental Agreement (IGA)

Agreement No.: DI22-002328

Description: Higher Education Child Care Project



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

5.1.2. Verify students meet the following eligibility requirements:

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

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

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

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

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

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

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

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

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

5.2. ADES will:

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

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

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

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

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

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

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

Intergovernmental Agreement (IGA)	 <p data-bbox="1039 304 1396 388">ARIZONA DEPARTMENT OF ECONOMIC SECURITY Economic Security</p>
Agreement No.: DI22-002328	
Description: Higher Education Child Care Project	

10.0 REPORTING REQUIREMENTS

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

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

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

10.1.2. Annual Narrative Report, including:

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

10.2. Reports shall be sent to:

By email: ccaprogramdevelopmentunit@azdes.gov

Or by mail:

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

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

11.0 PAYMENT REQUIREMENTS

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

By email: ccaprogramdevelopmentunit@azdes.gov

Or by mail:

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

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

Phoenix, AZ 85007

12.0 NOTICES

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

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

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

13.0 APPLICABLE LAW

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

14.0 ARBITRATION

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

15.0 AUDIT

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

16.0 CONFLICT OF INTEREST

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

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

17.0 E-VERIFY

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

18.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

19.0 INDEMNIFICATION:

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

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

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

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

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

19.1. INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

- None

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

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

19.3. MINIMUM SCOPE AND LIMITS OF INSURANCE

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

19.3.1. Commercial General Liability – Occurrence Form

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

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

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

19.3.2. Workers' Compensation and Employers' Liability

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

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

o Disease – Policy Limit \$1,000,000

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

19.4. ADDITIONAL INSURANCE REQUIREMENTS

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

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

19.5. NOTICE OF CANCELLATION

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

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

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

19.5.2. Business Automobile Liability

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

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

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

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

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

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

19.6. ACCEPTABILITY OF INSURERS

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

19.7. VERIFICATION OF COVERAGE

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

- a.) All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- b.) Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- c.) All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

19.8. SUBCONTRACTORS

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

19.9. APPROVAL AND MODIFICATIONS

Intergovernmental Agreement (IGA)	 <p data-bbox="1040 304 1393 348">DEPARTMENT OF ECONOMIC SECURITY</p> <p data-bbox="1101 363 1333 384"><i>Your Partner For A Stronger Arizona</i></p>
Agreement No.: DI22-002328	
Description: Higher Education Child Care Project	

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

19.10. EXCEPTIONS

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

20.0 IT 508 COMPLIANCE

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

21.0 NON-AVAILABILITY OF FUNDS

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

22.0 NON-DISCRIMINATION

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

23.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

24.0 PARTICIPATION IN BOYCOTT OF ISRAEL

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

25.0 RIGHT OF OFFSET

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

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

26.0 THIRD- PARTY ANTITRUST VIOLATIONS

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

27.0 ATTACHMENTS

27.1. The following list of attachments constitutes an integral part of subject agreement:
27.1.1. None

28.0 EXHIBITS

28.1. The following list of exhibits constitutes an integral part of subject agreement:
28.1.1. None

29.0 CONFIDENTIALITY

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

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

30.0 DATA SHARING AGREEMENT

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

31.0 SIGNATURES IN COUNTERPART

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

January 30, 2023

Dear Dr. Janet Nix,

At the January 31, 2023 District Governing Board Workshop, Board members voted via Consent Agenda to acknowledge you as the Chief Human Resources Officer for the college and liaison to the Yavapai Combined Trust Board. In addition, Mr. Frank D'Angelo, *Business Services & Controller Director* will serve as liaison as well. Ms. Brittney Hollar, *Human Resources Business Partner* will serve as the alternate representative on the Yavapai Combined Trust Board.

As the alternates, they would be able to attend the regularly scheduled Yavapai Combined Trust Board meeting(s) if you are not available and would provide a written report to the Board with any updated information as needed.

Sincerely,

Lisa B. Rhine, Ph.D.,
President

Yavapai College

Academic Affairs

Date: January 5, 2023
To: Dr. Lisa Rhine
From: Dr. Diane Ryan
RE: Curriculum Proposals

The following curriculum proposals have been reviewed by the appropriate faculty, deans, and the Curriculum Committee. I recommend approval of the deletion of the Early Childhood Education AAS, the Windows Server Administrator certificate, and the deletion of the certificates in Advanced Electronics, Hydro Utility Tech, Machine Fabrication Technology, Mechanic Assistant, Industrial Machine Mechanic (IMM), and Integrated Systems Engineering Technology. I recommend approval of the addition of the Bachelor of Science in Business, Accounting and Entrepreneurship Concentrations, and the addition of certificates in Automated Industrial Technology, Licensed Practical Nursing (LPN), and Community Health/Critical Care Paramedic.

Overview of Program Deletions

Associate of Applied Science in Early Childhood Education (ECE)

The AAS in ECE does not have enough graduates and graduates do not earn a living wage. The ECE Advanced and Basic Certificates will remain active. A pathway for students interested in working in early childhood education desiring an associate degree is the Associate of Arts in Elementary Education (AAEE).

Windows Server Administrator Certificate

This certificate has continual low-enrollment per the program director, and as shown in the comprehensive program review document, the annual program review update, and course history reports.

Industry Machine Mechanic (IMM) Certificate, IMM – Hydro Utility Tech Certificate, IMM – Mechanic Assistant Certificate, and IMM – Machine Fabrication Tech Certificate

These certificates no longer meet the needs of our partner businesses. The certificates are historically low-enrolled.

Advanced Electronics Certificate

There is no need for this certificate since it overlaps our Electronics Technology certificate (7/8 courses). The teach-out plan would notify students that they are required to maintain continuous enrollment in this program in order to complete their requirements to graduate.

Integrated Systems Engineering Technician Certificate

This program has historically been low-enrolled, in part because it does not sufficiently prepare students to work in integration or as engineering technicians. There is also significant overlap with the AAS Applied Pre-engineering (5/8 courses) and the CNC certificate (6/8 courses). The teach-out plan would notify students that they are required to maintain continuous enrollment in this program in order to complete their requirements to graduate.

Overview of New Programs

Bachelor of Science in Business – Accounting Concentration and Bachelor of Science in Business – Entrepreneurship Concentration

Data demonstrates that Yavapai County has a specific need in Business for organizational management and leadership, entrepreneurship and accounting. This was also a demonstrated need regionally and nationally. The program was designed to be all 8-weeks, online and OER to meet the needs of our working adult students and the local, regional and national needs. The District Governing Board voted on the development of this program based on data regarding community need, work force development and student population.

The Bachelor of Science in Business program prepares individuals to assume management or supervisory positions in business, industry, and government. It provides essential skills in a broad range of business functions, including accounting, computer usage, leadership, management, and marketing. Students can enter the degree program as freshmen or transfer from an associate degree program to the bachelor's degree. Students will choose from one of three concentrations.

Automated Industrial Technology Certificate

YC has joined the AATN (Arizona Advanced Technology Network) which includes multiple community colleges around the state who have all decided on a core, standardized curriculum for a certificate in Automated Industrial Technology. The AATN was created by the AZ state government and is comprised of numerous large manufacturing companies across the state who came together to define what an entry-level automation technician needs to know. YC's version was shaped after a summer-long tour of local businesses. We met with companies at their sites to learn about their processes and have adjusted the AATN curriculum to best meet local companies' needs. The finished product (program outcomes, courses, course outcomes, etc.) was approved at our latest advisory board meeting (10/5/22).

While this curriculum has been tailored to our local companies, it aligns with the overall core, standardized curriculum as defined by AATN. Since YC is now part of the AATN consortium, certain core classes will transfer to any other community college member in AZ. These core skills also allow students to find gainful employment at partner AATN companies across the state.

Licensed Practical Nursing (LPN) Certificate

The LPN Certificate Academic Program Planning & Concept Authorization was approved by College Council at the 10/14/2022 meeting.

This program includes one stand-alone course that nursing students can take after completion of the second semester of nursing in order to test for the NCLEX-PN and begin practicing as an LPN (licensed practical nurse) - this is in alignment with the college's mission of providing students a living wage.

Community Health/Critical Care Paramedic Certificate

Based on feedback from the Health Summit, this certificate is needed to fill current staffing and care shortages for Yavapai County.

Currently, no one in this county is providing this type of training for current paramedics but there is a huge need for this education and training and we would fill that gap.

Summary of Program Deletion Proposal for
Early Childhood Education - AAS

The Associate of Applied Science in Early Childhood Education prepares the student to enter the early care and education profession as a highly skilled teacher of birth-preschool, serve as a paraprofessional in a public school, or to transfer to a bachelor degree program.

Credits: 60

Reason(s) for deleting the program:

- Program content and learning outcomes outdated
- No longer meets needs of employers
- Has been replaced by another program (specify replacement program below)
- Enrollment not adequate
- Other (specify below)

If replaced by another program or "Other," provide details:

AAS does not have enough graduates and graduates do not earn a living wage. AA with ECE Intent is meant to facilitate transfer into certificate-track teaching degrees. AAEE is another pathway for students desiring to obtain an associate degree. Basic and Advanced ECE certificates will remain active.

Number of students enrolled in the program: Approx. 40

Progress of the students in the program: Students are at all different stages in the program. Many students are taking one class per semester and had planned on completing over a 4-5 year period since often ECE students are already working in the field.

Teach-Out Plan:

Beginning Spring 2024, students who need either ECE 216 or 210 may substitute either EDU 200 or 210 for degree completion. The sunset will be communicated by the program director, Tara O'Neill and instructors in the program, and via email and in-person and via email by advisors.

A meeting will be offered to all students in the AAS program to share this plan with them and describe possible next steps. Current AAS in ECE students will be encouraged to meet with an advisor to determine if they should continue with the AAS in ECE or move into the AA with ECE Intent or AAEE.

President

Name: _____

Date: _____

Approved Not Approved

Approved/Change Noted: _____

Governing Board

Board Meeting Agenda: _____ Date: _____

Approved Not Approved

Approved/Change Noted: _____

Summary of Program Deletion Proposal for

Industrial Machine Mechanic (IMM) Certificate

The Industrial Machine Mechanic Certificate is designed to prepare the student for an entry-level career in plant machinery installation, maintenance, and fabrication.

Credits: 28

Reason(s) for deleting the program:

- Program content and learning outcomes outdated
- No longer meets needs of employers
- Has been replaced by another program (specify replacement program below)
- Enrollment not adequate
- Other (specify below)

Teach-out plan:

There are six students who have declared this certificate across all academic years. Most of them have not begun taking classes and are in older catalog years; and only one student seems to have completed some of the courses. The courses he has remaining are embedded in other programs.

President

Name: _____

Date: _____

Approved Not Approved

Approved/Change Noted: _____

Governing Board

Board Meeting Agenda: _____ Date: _____

Approved Not Approved

Approved/Change Noted: _____

Advanced Electronics Certificate

The Advanced Electronics Certificate trains students for careers in the operation, maintenance and repair of complex electronic equipment. This certificate provides training in communications circuits and hands-on troubleshooting. All instruction emphasizes a hands-on approach utilizing sophisticated test equipment.

Credits: 19

Reason(s) for deleting the program:

- Program content and learning outcomes outdated
- No longer meets needs of employers
- Has been replaced by another program (specify replacement program below)
- Enrollment not adequate
- Other (specify below)

If replaced by another program or "Other," provide details:

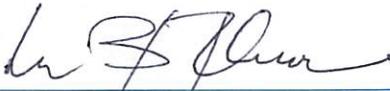
There is no need for this certificate since it overlaps our Electronics Technology certificate (7/8 courses). The one course not in the Advanced certificate has been requested by local employers-- which would make it the Electronics Technology certificate.

Teach-out plan:

Teach-out plan is to switch any students declared as pursuing the Advanced Electronics cert to the Electronics Technology cert. Waiting on a list of students (if any) who are declared as pursuing the Advanced Electronics cert.

Students will be able to complete program requirements if they are in a previous catalog year because these courses all exist in other programs and will not be deleted. Students are required to maintain continuous enrollment in this program in order to complete their requirements to graduate.

President

Name:  Date: 1-11-23

Approved Not Approved

Approved/Change Noted: _____

Governing Board

Board Meeting Agenda: _____ Date: _____

Approved Not Approved

Approved/Change Noted: _____

Summary of Program Deletion Proposal for

IMM – Machine Fabrication Tech Certificate

The Machine Fabrication Tech Certificate provides the skills to perform fabrication work including gas welding and cutting, SMAW welding (Arc), GMAW welding (wire), welding fabrication, and machining work in the fabrication and repair of industrial machinery

Credits: 18-22

Reason(s) for deleting the program:

- Program content and learning outcomes outdated
- No longer meets needs of employers
- Has been replaced by another program (specify replacement program below)
- Enrollment not adequate
- Other (specify below)

Teach-out plan:

There are four students across all catalog years who have declared this certificate program. Reviewing their audits, only one student stood out. She would need to take IPT 160 (course in AAS AMT) and MET 116, WLD 112 or 130, and WLD 113 or 140 which appear in other degrees/certs.

The other three students are not currently or previously enrolled in any of the classes for the program.

President

Name:  Date: 1-11-23

Approved Not Approved

Approved/Change Noted: _____

Governing Board

Board Meeting Agenda: _____ Date: _____

Approved Not Approved

Approved/Change Noted: _____

Integrated Systems Engineering Technician Certificate

The Integrated Systems Engineering Technician certificate prepares individuals to apply basic engineering principles and technical skills to the identification and resolution of production problems in the manufacture of products. Includes machine operations, production line operations, robotics, system integration, computer-aided drafting (CAD), and computer-aided manufacturing (CAM).

Credits: 24

Reason(s) for deleting the program:

- Program content and learning outcomes outdated
- No longer meets needs of employers
- Has been replaced by another program (specify replacement program below)
- Enrollment not adequate
- Other (specify below)

If replaced by another program or "Other," provide details:

While this is not being replaced with the CNC cert, there is significant overlap with the CNC certificate (6/8 courses) and the majority of the program outcomes.

Teach-out plan:

Students will be able to complete program requirements if they are in a previous catalog year because these courses all exist in other programs and will not be deleted. Students are required to maintain continuous enrollment in this program in order to complete their requirements to graduate.

President

Name: _____

Date: _____

Approved Not Approved

Approved/Change Noted: _____

Governing Board

Board Meeting Agenda: _____ Date: _____

Approved Not Approved

Approved/Change Noted: _____

Summary of **New** Program Proposal for

Bachelor of Science in Business – Accounting Concentration

The Bachelor of Science in Business program prepares individuals to assume management or supervisory positions in business, industry, and government. It provides essential skills in a broad range of business functions, including accounting, computer usage, leadership, management, and marketing. Students can enter the degree program as freshmen or transfer from an associate degree program to the bachelor's degree. Students will choose from one of three concentrations.

Credits: 120

General Education Requirements (31 credits)

English Composition Credits: 6 – ENG 101 and (ENG 102 or ENG 236)

Mathematics Credits: 3 – (MAT 141 or higher)

Physical and Biological Sciences Credits: 4 – Use general gen ed lists for all of the rest of the categories

Arts and Humanities (Select from two different prefixes) Credits: 6

Recommended: PHI 232 Business Ethics Credits: 3

Social and Behavioral Sciences (Select from two different prefixes) Credits: 6

Communication Credits: 3

Options - Select 3 credits from:

- o Any course(s) from the categories above
- o OR World Languages

Lower Division Requirements (15 credits)

ACC 131 Principles of Accounting I

BSA 131 Introduction to Business

CSA 110 Introduction to Computer Information Systems

ECN 232 Business Statistical Analysis

ECN 236 Principles of Economics-Micro

Accounting Lower Division Requirements (12 credits)

ACC 115 Basic Tax Planning

ACC 132 Principles of Accounting II

ACC 210 Data Analytics for Accounting

CSA 126 Microsoft Office for Windows

[After] Or

AGS 101 Microcomputers in Agriculture

Lower Division Electives (17 credits)

Approved Electives

- All electives need to be 100-level or above. Students are encouraged to see an academic advisor to assist with selecting the most appropriate courses.
 - o THR, DAN, PHE, and REC are limited to a total of 4 activity-based credits hours.
 - o Practicums, internships, project classes, private/applied music lessons, music ensembles are limited to a total of 6 credit hours.
- The following courses are recommended to meet a portion of the lower-division electives.
 - o ACC 117: Advanced Tax Planning and Preparation Credits: 3
 - o ACC 121: Introductory Accounting Credits: 3
 - o ACC 122: Payroll Accounting Credits: 3
 - o ACC 160: Computer Accounting with QuickBooks Credits: 3
 - o ACC 233: Intermediate Accounting I Credits: 3
 - o ACC 234: Intermediate Accounting II Credits: 3
 - o BSA 237: Legal Environment of Business Credits: 3
 - o ECN 235: Principles of Economic – Macro Credits: 3

Upper Division Requirements (30 credits)

BSA 300 Global Environment of Business
BSA 305 Principles of Finance
BSA 310 Logistics and Supply Chain Theory
BSA 360 Project Management Essentials
BSA 394 Business Mentorship
BSA 400 Business Policy & Strategic Planning
BSA 410 Business Analytics
BSA 496 Business Internship Capstone
LDR 300 Foundations of Leadership
MGT 340 Marketing Management

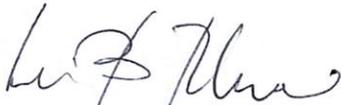
Accounting Concentration Requirements (15 credits)

ACC 310 Accounting Information Systems
ACC 320 Cost Accounting
ACC 410 Forensic Accounting and Fraud Examination
ACC 420 Governmental & Nonprofit Accounting
ACC 430 Auditing and Assurance Services

Program Outcomes

1. Demonstrate advanced knowledge and skills in core functional areas of business.
2. Apply critical thinking skills in complex business-related situations.
3. Demonstrate ability to analyze information for effective decision-making.
4. Demonstrate effective professional communication skills.
5. Demonstrate ethical approaches to decision-making.
6. Apply technological tools for effective support of the business environment.

President

Signature:  Date: 1.11.23

Approved Not Approved

Approved/Change Noted: _____

Governing Board

Board Meeting Agenda: _____ Date: _____

Approved Not Approved Approved/Change Noted: _____

Summary of New Program Proposal for

Bachelor of Science in Business –Entrepreneurship Concentration

The Bachelor of Science in Business program prepares individuals to assume management or supervisory positions in business, industry, and government. It provides essential skills in a broad range of business functions, including accounting, computer usage, leadership, management, and marketing. Students can enter the degree program as freshmen or transfer from an associate degree program to the bachelor's degree. Students will choose from one of three concentrations.

Credits: 120

General Education Requirements (31 credits)

English Composition Credits: 6 – ENG 101 and (ENG 102 or ENG 236)

Mathematics Credits: 3 – (MAT 141 or higher)

Physical and Biological Sciences Credits: 4 – Use general gen ed lists for all of the rest of the categories

Arts and Humanities (Select from two different prefixes) Credits: 6

Recommended: PHI 232 Business Ethics Credits: 3

Social and Behavioral Sciences (Select from two different prefixes) Credits: 6

Communication Credits: 3

Options - Select 3 credits from:

- o Any course(s) from the categories above
- o OR World Languages

Lower Division Requirements (15 credits)

ACC 131 Principles of Accounting I

BSA 131 Introduction to Business

CSA 110 Introduction to Computer Information Systems

ECN 232 Business Statistical Analysis

ECN 236 Principles of Economics-Micro

Lower Division Electives (29 credits)

Approved Electives

- All electives need to be 100 level or above. Students are encouraged to see an academic advisor to assist with selecting the most appropriate courses.
 - o THR, DAN, PHE, and REC are limited to a total of 4 activity-based credits hours.
 - o Practicums, internships, project classes, private/applied music lessons, music ensembles are limited to a total of 6 credit hours.
- The following courses are recommended to meet a portion of the lower-division electives.
 - o CSA 126: Microsoft Office for Windows OR AGS 101 Microcomputers in Agriculture Credits: 3
 - o ECN 235: Principles of Economic – Macro Credits: 3
 - o ACC 132: Principles of Accounting II Credits: 3
 - o BSA 237: Legal Environment of Business Credits: 3

Upper Division Requirements (30 credits)

BSA 300 Global Environment of Business
BSA 305 Principles of Finance
BSA 310 Logistics and Supply Chain Theory
BSA 360 Project Management Essentials
BSA 394 Business Mentorship
BSA 400 Business Policy & Strategic Plannin
BSA 410 Business Analytic
BSA 496 Business Internship Capstone
LDR 300 Fundamentals of Leadership
MGT 340 Marketing Management

Entrepreneurship Concentration (15 credits)

LDR 485 Entrepreneurial Leadership
MGT 380 Introduction to Entrepreneurship
MGT 385 Customer Relations and Service
MGT 480 Strategic Digital Marketing
MGT 490 Entrepreneurial Marketing

Program Outcomes

1. Demonstrate advanced knowledge and skills in core functional areas of business.
2. Apply critical thinking skills in complex business-related situations.
3. Demonstrate ability to analyze information for effective decision-making.
4. Demonstrate effective professional communication skills.
5. Demonstrate ethical approaches to decision-making.
6. Apply technological tools for effective support of the business environment.

President

Signature: _____

Date: _____

Approved Not Approved

Approved/Change Noted: _____

Governing Board

Board Meeting Agenda: _____

Date: _____

Approved Not Approved Approved/Change Noted: _____

Summary of New Program Proposal for

Community Health/Critical Care Paramedic Certificate

The Community Health/Critical Care Paramedic Certificate is designed to provide the knowledge, skills and ability to synthesize standard of care and expanded scope of practice with comprehensive assessment, diagnostic technology, patient advocacy, ethical and professional behaviors, to practice patient-centered evidence-based paramedicine in the community, clinical, out-of-hospital, and interfacility transport settings.

Note: There are special admission requirements for Community Health/Critical Care Paramedic certificate.

Credits: 16

Program Requirements

EMS 290 Pediatric Emergencies Prehospital Professionals
Initial Provider
EMS 292 Critical Care Paramedicine
EMS 294 Community Health Paramedicine
EMS 296 Tactical Emergency Casualty Care

Program Outcomes

Upon successful completion of the Community Health/Critical Care Paramedic Certificate program, the learner will be able to:

1. Demonstrate ethical and professional behaviors consistent with Critical Care Paramedicine, Community Health Paramedicine, and Tactical Emergency Casualty Care (TECC) Paramedicine and expanded scope of practice.
2. Integrate the pathophysiological significance of comprehensive assessment findings to manage Critical Care and high-risk patients.
3. Synthesize Critical Care Paramedicine, Community Health Paramedicine, and TECC Paramedicine standard of care and expand the scope of practice to perform a comprehensive patient assessment.
4. Integrate pathophysiologic principles, epidemiology, and comprehensive assessment to formulate a differential diagnosis for patients in critical care settings.
5. Utilize diagnostic technology and resources to interpret lab values of Critical Care and high-risk patients.
6. Integrate the pathophysiological significance of comprehensive patient assessment findings to implement a management plan according to Critical Care Paramedicine, Community Health Paramedicine, and TECC Paramedicine to expand the scope of practice.
7. Synthesize Community Paramedicine standard of care and expand the scope of practice to manage medical conditions, behavioral health, end-of-life situations, special needs, and home health care.
8. Differentiate the levels of threat and perform comprehensive trauma patient assessment and treatment according to levels of threat.
9. Manage various trauma conditions according to scope of practice, levels of threat, and TECC guidelines.

