

Yavapai College
District Governing Board
Regular Meeting

Tuesday, May 16, 2023

Immediately following adjournment of Budget Adoption Meeting (estimated time 3:00 p.m.)

Prescott Campus Community Room # 19-147
1100 E. Sheldon Drive
Prescott, Az. 86301

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

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

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

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

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

AGENDA

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

2. Study Session
 - a. President's Reports - Dr. Lisa Rhine - **INFORMATION** {Time: 60}
 - i. College Council – Dr. Diane Ryan and Dr. Janet Nix
 1. Faculty Senate – Dr. Diane Ryan (*Attached*)
 2. Staff Association – Ms. Sara Southwick and Ms. Karen Vail (*Attached*)
 - ii. 2024 Yavapai College Faculty Emeritus – Dr. Diane Ryan (*Attached*)
 - iii. Budget to Actual Monthly Report and Cash Reserves Monthly Report (*Attached*)
 - b. Board Liaisons' Reports - **INFORMATION AND DISCUSSION** {Time: 10}
 - i. Board Spokesperson – Board Chair McCasland
 - ii. Arizona Association of Community College Trustee (AACCT) – Board Chair McCasland
 - iii. Yavapai College Foundation – Board Member Bracety
 - c. Dates and Time of Future Meetings and Events - **INFORMATION AND DISCUSSION** {Time: 5}
 - i. 2022-2023 Dates, Times, and Places of Future Board Meetings, Workshops, and Retreats (*Attached*)
 - ii. 2022-2023 Dates, Times, and Places of Future College Events (*Attached*)
 - iii. 2022-2023 Dates, Times, and Places of Future National, State, and Local Conferences (*Attached*)
3. Board Business
 - a. Consent Agenda – **DECISION** {Time: 5}
 - i. Receipt of Report on Revenues and Expenditures for March 2023 (*Attached*)
 - ii. Intergovernmental Agreement Yavapai Juvenile Court Center – YCLEA Summer Program (*Attached*)
 - iii. Yavapai College Academic Affairs Summary of Program Deletion Proposal (*Attached*)
 1. Criminal Justice and Security Certificate
 2. Athletic Coaching Certificate
4. Adjournment of Board Regular Meeting: Procedural - **DECISION** {Time: 1}

Faculty Association Update

May 2023



2023 AWHE Conference

Faculty attendees include Karen Palmer, Lauri Dreher, Tiffany Kragnes, Heather Leavitt, Tina Luffman, and Kathleen Reiman.

Karen Palmer co-presented with Dr. Arezu Corella from UofA on obtaining a doctoral degree with a family.

Karen has served as an AWHE State Co-Chair for the past two years. This year, she led the planning for the first in-person conference since 2019. She will be continuing as a member of the Executive Board and serving as the AWHE Treasurer.



Philip Reid

Congratulations to
Computer Science
Professor Philip Reid
for receiving the
National Institute for
Staff and Organizational
Development
Excellence Awards
(NISOD)!



2022-23 Project Updates

- YC Faculty Activities: Summer Institute Sessions May 11
- Ongoing: FA Constitution





June 1, 2023

LEARNING KEEPS YOU *Growing*

Keynote Speakers:
Peter Felten & Christina Waszak

Session topics from internal and external speakers includes:

- Fun with YC Institutional Finances
- Setting Healthy Boundaries Between Home and Work
- Outward Inclusion
- Six Thinking Hats



The Staff Professional Development Day Committee



Katherine Anderson, Economic Development

Ginney Bilbray, Library

Shanna Collier, Conference Services

Charlotte Dunnigan, Mail & Distribution Services

Nina Florez-Quintero, Human Resources

Jessica Gaff, Enrollment Advisors

Shelly Gilliam, Library

Gwen Payne, Financial Aid

Sarah Southwick, Instructional Support, Co-Chair

Leslie Sparkman, Scheduling & Early College Partnerships

Karen Vail, Instructional Support, Co-Chair

Sureka Wrublik, TRIO Program

David Gorman

"Fresh out of college, David landed his first teaching position as a middle school math teacher in his hometown of Flagstaff. After two short and exhausting years, he returned to NAU to earn his graduate degree in mathematics, kicking off a 30-year journey as a college math professor. David taught briefly at NAU, then moved on to become a tenured professor at both Ventura College in California, and Phoenix College in central Phoenix. He arrived at YC in 2000 and retired in 2021.

Here is David's career at YC by the numbers: 21 years as a full-time math professor, more than 3000 math students in his classes, 2 terms as faculty association president, 13 years as a faculty senator, 2 years as mathematics department chair, and many, many more college committees, presentations, professional conferences, task force assignments and academic reorganizations - all under the leadership of 3 division deans, 8 instructional vice presidents and 4 college presidents! THANK YOU to all the amazing students, colleagues and staff at Yavapai College for 21 wonderful years!"



Lauren McCrea

Thank you for this great honor and recognition. Working at YC as both staff and faculty was always a privilege, and it offered me the opportunity to put students first. I also want to thank my colleagues for working with me toward our goal of providing the best possible education for our students. It's truly a win-win!

P.S. As a life-long learner, I have already joined OLLI
- Go YC!



Yavapai College
Budget to Actual Status by Fund
March 2023

The President's Monthly report below provides a brief financial status of each of the District's five funds as of March 31, 2023.

Source: Monthly Revenue and Expenditure
Financial Reports

General Fund



As of March 31, 2023, the General Fund has a surplus of \$2,804,900. This is primarily the result of tuition and fee revenues being recorded for the spring 2023 semester, an additional one-time Rural Community College appropriation granted to the District by the State, subsequent to the Board approving the budget, and unspent contingencies and vacancy savings.

For the fiscal year ended June 30, 2023, General Fund revenues are projected to be over budget by \$1,241,100 and expenditures are projected to be under budget by \$710,900 resulting in a net surplus of \$1,952,000.

Auxiliary Fund



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

Unexpended Plant Fund



As of March 31, 2023, the Unexpended Plant Fund has a deficit of \$502,500 due to a significant amount of Preventative Maintenance and Capital Improvement Projects being encumbered for the fiscal year. The supporting revenues to cover this deficit will be received over the remaining fiscal year.

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

Restricted Fund



The Restricted Fund, which accounts for federal, state and private monies, includes expenditures that are restricted to the amount of grants or gifts received and which do not exceed the grant award or gift received. Restricted Funds are primarily driven by federal financial aid which will fluctuate depending on the financial needs of our students. As of March 31, 2023, the Restricted Fund has a moderate surplus and is expected to be within budget for the fiscal year.

Debt Service Fund

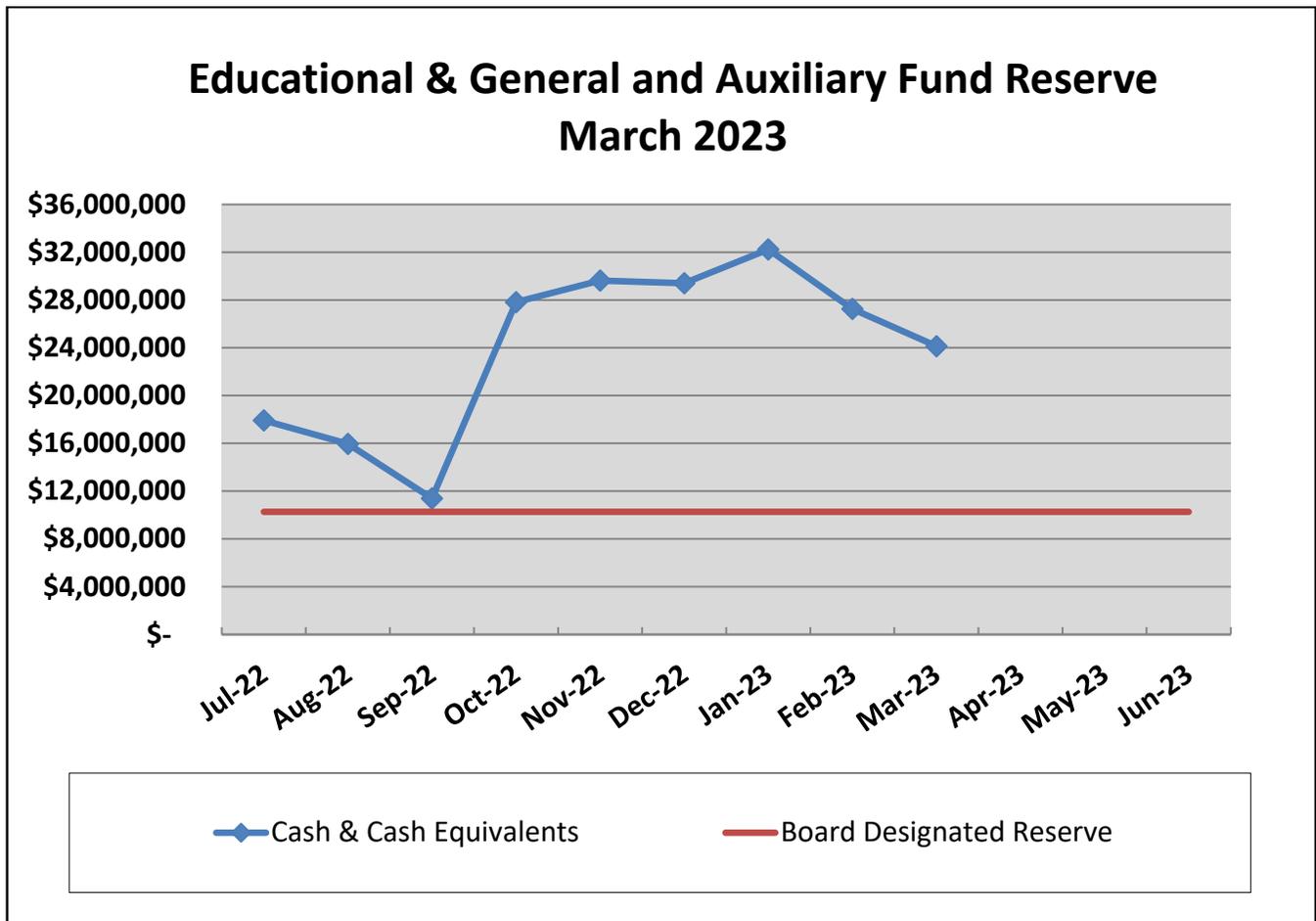


The Debt Service Fund accounts for the monies used to pay the interest and principal on the District’s long-term bonds. College debt is at fixed rates of interest—as of March 31, 2023, there were no variances from budget.

Yavapai College Cash Reserves March 2023

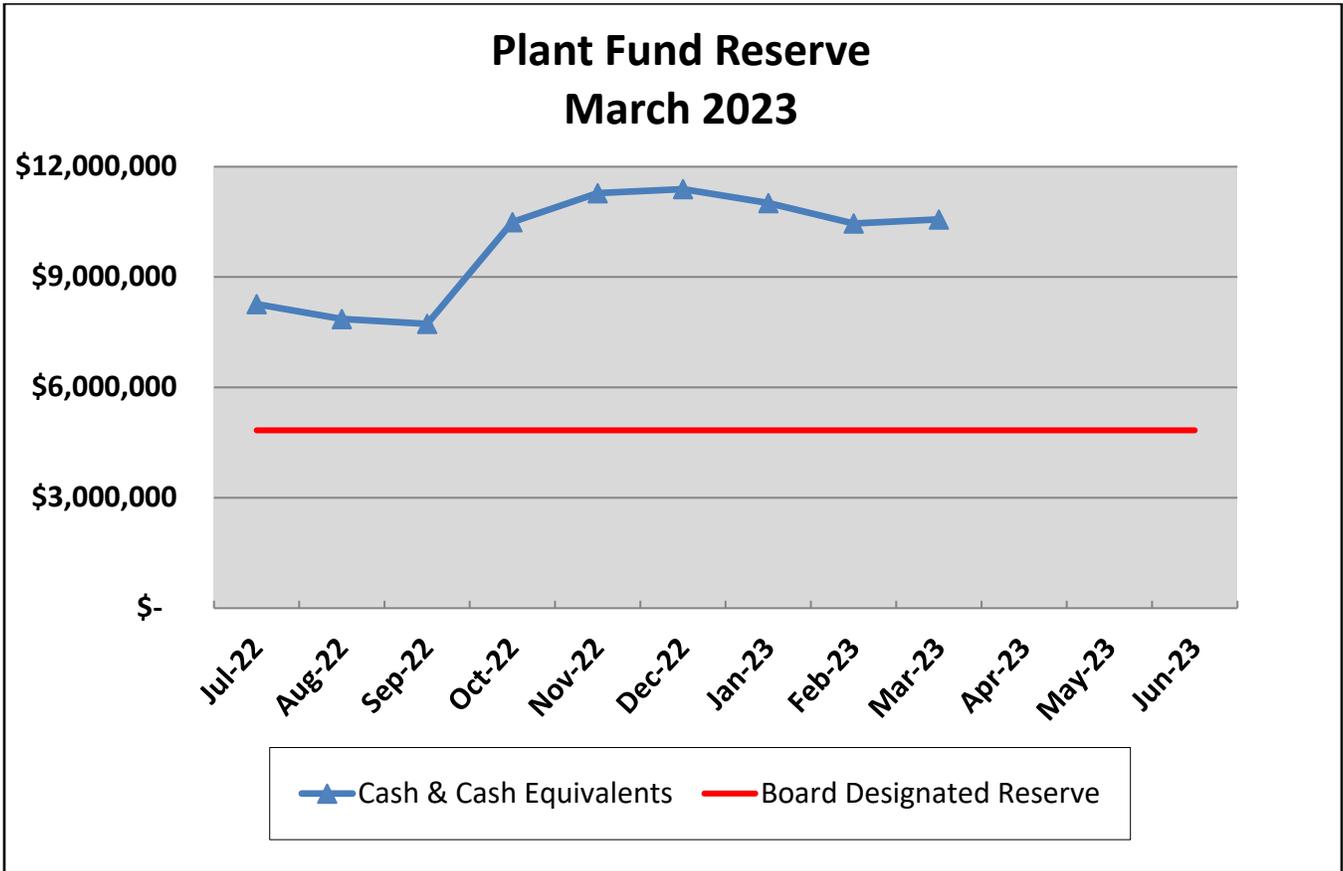
The President's monthly report on cash reserves below displays the District's reserves at March 31, 2023, in relation to the District Governing Board's (DGB) reserve requirements.

Source: Banner Finance



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

As of March 31, 2023, Current Fund reserves have exceeded the DGB's reserve requirements.



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

As of March 31, 2023, Plant Fund reserves have exceeded the DGB's designated reserve.

2022-2023
District Governing Board
Calendar Dates

Month	Board Study Sessions	Board Meeting Type
Tuesday, May 23, 2023 9:00am-4:00pm Sedona Campus		Board Self-Assessment Workshop

DATES AND PLACES OF COLLEGE HOSTED EVENTS – FY 2022-2023	
TYPE OF EVENT	DATE/DAY/TIME/LOCATION
CTEC Open House	June 3, 2023 / Saturday / CTEC Campus
Prescott Campus Open House	June 10, 2023 / Saturday / Prescott Campus
YC Foundation Board Orientation & Receptions	August 3, 2023 / Thursday / TBA
Convocation	August 7, 2023 / Monday / TBA
Alumni Reunion	September 21-23, 2023 / Thursday-Saturday / TBA

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

TYPE OF EVENT	DATE/DAY/TIME/LOCATION
AC4 – AACCT Legislative Retreat	Wednesday, August 23 – Thursday, 24, 2023 Location: Flagstaff, AZ - Drury Inn and Suites
ACCT Leadership Congress 2023 Deadline for Early Registration: Aug 4th	Monday, October 9, 2023 – Thursday, October 12, 2023 Location: Las Vegas, NV – Aria Resort & Casino

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

For the Nine Months Ended March 31, 2023

District Governing Board

Fiscal Year 2022-23 Budget:

\$ 258,100

	<u>Purpose</u>	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Total Expenditures/ Encumbrances</u>	
EXPENDITURES (note 1):					
Salary Expenses	Staff Support	\$ 53,198	\$ 23,102	\$ 76,300	
Association of Community College Trustees	Membership Dues	5,897	-	5,897	
ACCT Leadership Congress (NYC)	Registration/Travel	21,437	-	21,437	
ACCT National Legislative Summit (DC)	Registration/Travel	7,192	-	7,192	
Chris Kuknyo	Travel	324	-	324	
Deborah McCasland	Travel	266	-	266	
HF Group LLC	Binding	416	-	416	
HHS	Catering	2,210	-	2,210	
Osborn Maledon PA	Legal Counsel	32,023	12,937	44,960	
Supplies/Other	Various Vendors	990	-	990	
YC Printing Services	Printing	336	-	336	
				<u>160,328</u>	
Remaining Budget - March 31, 2023					<u>\$ 97,772</u>

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Nine Months Ended March 31, 2023 - 75.0% of the Fiscal Year Complete

Fiscal Year 2022-2023

SUMMARY - ALL FUNDS

	<u>Year-to-Date Revenues</u>		<u>Year-to-Date Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
REVENUES:					
General Fund	\$ 43,941,176		\$ 43,941,176	\$ 54,378,300	80.8%
Restricted Fund	13,021,019		13,021,019	18,448,100	70.6%
Auxiliary Fund	4,435,464		4,435,464	5,543,100	80.0%
Unexpended Plant Fund	7,655,285		7,655,285	9,405,500	81.4%
Debt Service Fund	945,194		945,194	1,258,100	75.1%
TOTALS	<u>69,998,138</u>		<u>69,998,138</u>	<u>89,033,100</u>	<u>78.6%</u>

	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
EXPENDITURES (note 1):						
General Fund	\$ 40,526,014	\$ 9,119,500	\$ 8,509,250	\$ 41,136,264	\$ 54,378,300	75.6%
Restricted Fund	10,623,293	1,652,606	822,647	11,453,252	18,448,100	62.1%
Auxiliary Fund	4,364,229	603,228	603,228	4,364,229	5,543,100	78.7%
Unexpended Plant Fund	4,846,944	3,310,811	-	8,157,755	9,405,500	86.7%
Debt Service Fund	42,842	901,758	-	944,600	1,258,100	75.1%
TOTALS	<u>60,403,322</u>	<u>15,587,903</u>	<u>9,935,125</u>	<u>66,056,100</u>	<u>89,033,100</u>	<u>74.2%</u>
SURPLUS/(DEFICIT)				<u>\$ 3,942,038</u>	<u>-</u>	

COMMENTS:

Through the ninth month, 74.2% of budget has been committed (excluding labor encumbrances) compared to 78.6% of revenues received

The budget currently has a surplus of \$3,942,038.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Nine Months Ended March 31, 2023 - 75.0% of the Fiscal Year Complete

Fiscal Year 2022-2023

GENERAL FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>FY 22/23 Budget</u>	<u>Percent of Budget</u>	<u>FY 22/23 Estimate</u>	<u>Budget to Estimate Variance</u>	<u>FY 21/22 Actuals</u>	<u>Percent Change (Current Versus Prior Year)</u>
REVENUES:									
Primary Property Taxes	\$ 31,528,584		\$ 31,528,584	\$ 42,164,600	74.8%	\$ 42,164,600	\$ -	\$ 30,664,179	2.8%
Primary Property Taxes - Contingency	-		-	(150,000)	0.0%	(150,000)	-	-	0.0%
Tuition and Fees	10,354,336		10,354,336	11,860,000	87.3%	11,130,000	(730,000)	10,148,995	2.0%
Tuition and Fees - Contingency	-		-	(530,000)	0.0%	-	530,000	-	0.0%
State Appropriation - Maintenance	225,300		225,300	300,400	75.0%	300,400	-	442,875	-49.1%
State Appropriation - Rural Aid	2,086,650		2,086,650	1,843,400	113.2%	2,782,200	938,800	2,690,175	-22.4%
YCF Contribution - Basketball Program	446,000		446,000	423,700	105.3%	446,000	22,300	-	0.0%
Other Revenues	421,272		421,272	472,900	89.1%	522,900	50,000	263,204	60.1%
Interest Income	436,559		436,559	70,000	0.0%	500,000	430,000	24,541	1678.9%
Fund Balance Applied to Budget	1,295,250		1,295,250	1,727,000	75.0%	1,727,000	-	-	100.0%
General Fund Transfer In/(Out)	(2,852,775)		(2,852,775)	(3,803,700)	75.0%	(3,803,700)	-	(2,534,550)	12.6%
TOTAL REVENUES	43,941,176		43,941,176	54,378,300	80.8%	55,619,400	1,241,100	41,699,419	5.4%

	<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>FY 22/23 Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>	<u>FY 22/23 Estimate</u>	<u>Budget to Estimate Variance</u>	<u>FY 21/22 Actuals</u>	<u>Percent Change (Current Versus Prior Year)</u>
EXPENDITURES (Note 1):										
Instruction	\$ 14,889,370	\$ 2,745,540	\$ 2,626,974	\$ 15,007,936	\$ 20,751,600	72.3%	\$ 20,336,568	\$ (415,070)	\$ 13,437,317	10.8%
Academic Support	3,699,090	929,989	921,018	3,708,061	5,065,600	73.2%	5,014,944	(50,700)	3,507,711	5.5%
Institutional Support	8,971,603	2,382,479	2,165,584	9,188,498	11,083,400	82.9%	11,039,066	-	7,890,891	13.7%
Student Services	6,434,070	1,698,236	1,666,268	6,466,038	9,222,800	70.1%	8,927,670	(295,130)	4,975,014	29.3%
Operation/Maintenance of Plant	5,296,016	1,363,256	1,129,406	5,529,866	6,832,500	80.9%	6,882,500	50,000	4,367,389	21.3%
Scholarships	1,227,425	-	-	1,227,425	1,409,900	87.1%	1,409,900	-	1,424,426	-13.8%
Public Service	8,440	-	-	8,440	12,500	67.5%	12,500	-	759,169	-98.9%
TOTAL EXPENDITURES	40,526,014	9,119,500	8,509,250	41,136,264	54,378,300	75.6%	53,623,149	(710,900)	36,361,917	11.5%

SURPLUS/(DEFICIT)				\$ 2,804,912	\$ -					
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COMMENTS:

Tuition and Fees revenues above budget due to most of the revenue related to the spring 2023 semester being recorded. This will even out over the next few months.

State Appropriation - Rural Aid is at 113.2% of budget due to an additional \$938,800 of one-time appropriation granted to the College by the State, subsequent to the College approving its budget. The 3rd quarter allotment of this appropriation, as well as the College's recurring appropriation, was received in January. The additional appropriation will be used to fund non-recurring expenses.

Institutional Support expenditures above budget due to the payment and or encumbering of various expenses at the beginning of the fiscal year (e.g. insurance, software licenses, IT maintenance, dues, etc.).

Scholarships at 87.1% of budget due to spring 2023 financial aid awards being made. This will even out over the next couple of months.

Public Service is significantly below the prior year due to the REDC now being funded with Prop 207 monies which is in the Restricted fund.

The Budget currently has a surplus of \$2,804,912.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND EXPENDITURES BY NACUBO NATURAL EXPENSE CATEGORIES

For the Nine Months Ended March 31, 2023 - 75.0% of the Fiscal Year Complete

Fiscal Year 2022-2023

	<u>Year to Date</u>	<u>Prior Year</u>	<u>Percent Change</u>	
Salaries	\$ 24,228,615	\$ 21,308,926	13.7%	1
Benefits	7,378,014	6,706,022	10.0%	2
Supplies	2,036,724	1,859,224	9.5%	3
Contractual Services and Other	3,559,976	3,194,094	11.5%	4
Utilities & Communications	1,319,066	1,240,860	6.3%	
Travel, Conferences & Memberships	776,194	628,365	23.5%	5
Scholarships	1,227,425	1,424,426	-13.8%	6
	<u>\$ 40,526,014</u>	<u>\$ 36,361,917</u>	11.5%	

- 1** - Salaries increased due to annual compensation increases, various new positions added in ITS, Student Services and Athletics.
- 2** - Benefits increased due to new positions added in the current fiscal year.
- 3** - Supplies increased from the prior year due to general price increases (food, wood, metal, plastics), more in person classes and student activities, and more employees working on campus.
- 4** - Contractual Services increased from the prior year mainly due to higher cyber liability insurance premiums, general price increases, and the timing of payments for items such as Maintenance Contracts - Software.
- 5** - Travel, Conferences & Memberships increased from the prior year due to the post COVID19 reopening; increased out-of-state travel.
- 6** - Scholarships decreased due to the Free Class Initiative done in FY22, which wasn't done in FY23.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Nine Months Ended March 31, 2023 - 75.0% of the Fiscal Year Complete

Fiscal Year 2022-2023

RESTRICTED FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
REVENUES:					
Federal Grants and Contracts	\$ 7,903,116		\$ 7,903,116	\$ 11,060,000	71.5%
State Grants and Contracts	309,086		309,086	410,000	75.4%
Private Gifts, Grants and Contracts	885,808		885,808	1,367,000	64.8%
Proposition 301 Workforce Development	1,006,031		1,006,031	1,250,000	80.5%
Proposition 207 Workforce Development	1,146,153		1,146,153	2,000,000	57.3%
State Appropriation - STEM Workforce	458,325		458,325	611,100	75.0%
Fund Balance Applied to Budget	1,312,500		1,312,500	1,750,000	75.0%
TOTAL REVENUES	<u>13,021,019</u>		<u>13,021,019</u>	<u>18,448,100</u>	<u>70.6%</u>

	<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
EXPENDITURES (Note 1):						
Instruction	\$ 1,553,782	\$ 1,033,734	\$ 317,558	\$ 2,269,958	\$ 6,216,700	36.5%
Academic Support	3,849	-	-	3,849	400,000	1.0%
Institutional Support	-	-	-	-	400,000	0.0%
Student Services	1,107,293	188,376	178,176	1,117,493	1,546,500	72.3%
Operation/Maintenance of Plant	24,018	-	-	24,018	107,400	22.4%
Scholarships	6,836,419	-	-	6,836,419	8,215,500	83.2%
Public Service	1,097,932	430,496	326,913	1,201,515	1,562,000	76.9%
TOTAL EXPENDITURES	<u>10,623,293</u>	<u>1,652,606</u>	<u>822,647</u>	<u>11,453,252</u>	<u>18,448,100</u>	<u>62.1%</u>
SURPLUS/(DEFICIT)				<u>\$ 1,567,767</u>		

COMMENTS:

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

Third quarter STEM Workforce appropriation was received in January 2023.

Scholarships at 83.2% of budget due to spring 2023 financial aid awards being made. This will even out over the next couple of months.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Nine Months Ended March 31, 2023 - 75.0% of the Fiscal Year Complete

Fiscal Year 2022-2023

AUXILIARY FUND

	Budgeted Revenues	Budgeted Expenses	Budgeted Surplus/ (Deficit)	Actual Revenues	Actual Expenditures and Non-Labor Encumbrances	Year-to-date Surplus/ (Deficit)
AUXILIARY ENTERPRISES						
Residence Halls and Summer Conferences	\$ 1,282,000	\$ 502,600	\$ 779,400	\$ 1,215,896	\$ 310,075	905,821
Transfer To Debt Fund to Pay Revenue Bonds	(404,500)	-	(404,500)	(303,375)	-	(303,375)
Subtotal - Residence Halls and Summer Conferences	877,500	502,600	374,900	912,521	310,075	602,446
Bookstore Rental and Commissions	75,000	-	75,000	43,916	-	43,916
Food Service & Vending	165,000	192,000	(27,000)	120,893	132,187	(11,294)
Edventures	340,000	349,800	(9,800)	33,733	52,275	(18,542)
Winery - Tasting Room	275,000	342,200	(67,200)	214,954	246,345	(31,391)
Family Enrichment Center	727,900	915,200	(187,300)	457,127	738,099	(280,972)
Community Events	767,400	1,047,000	(279,600)	605,276	979,101	(373,825)
Performing Arts Productions	215,000	221,000	(6,000)	448,831	410,649	38,182
SBDC (Federal Grant Match Requirement)	-	110,100	(110,100)	-	82,132	(82,132)
Yavapai College Foundation	458,100	458,100	-	344,293	344,293	-
Other Auxiliary Enterprises	190,600	136,100	54,500	165,220	192,323	(27,103)
General Fund Transfer In	1,451,600	-	1,451,600	1,088,700	-	1,088,700
Contingency	-	100,000	(100,000)	-	-	-
Facilities & Administrative Allocation	-	1,169,000	(1,169,000)	-	876,750	(876,750)
	\$ 5,543,100	\$ 5,543,100	\$ -	\$ 4,435,464	\$ 4,364,229	\$ 71,235

Comments:

Residence Halls and Summer Conferences revenues are above budget due to most of the spring 2023 semester room revenues being recorded. This will even out over the next couple of months.

The Budget currently has a surplus of \$71,235.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Nine Months Ended March 31, 2023 - 75.0% of the Fiscal Year Complete

Fiscal Year 2022-2023

DEBT SERVICE FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
REVENUES:					
Investment Income	\$ 744		\$ 744	\$ -	100.0%
General Fund Transfer In	639,075		639,075	852,100	75.0%
Auxiliary Fund Transfer In	303,375		303,375	404,500	75.0%
Fund Balance Applied to Budget	2,000		2,000	1,500	133.3%
TOTAL REVENUES	945,194		945,194	1,258,100	75.1%

	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
<u>DEBT SERVICE FUND</u>						
EXPENDITURES (Note 1):						
Revenue Refunding Bonds - 2021						
Principal Payments	\$ -	\$ 618,750	\$ -	\$ 618,750	\$ 825,000	75.0%
Interest Payments	13,563	6,762	-	20,325	27,100	75.0%
Revenue Bonds - 2013						
Principal Payments	-	262,500	-	262,500	350,000	75.0%
Interest Payments	27,129	13,746	-	40,875	54,500	75.0%
Bank Fees	2,150	-	-	2,150	1,500	143.3%
TOTAL EXPENDITURES	42,842	901,758	-	944,600	1,258,100	75.1%
SURPLUS/(DEFICIT)				\$ 594	\$ -	

COMMENTS:

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

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



OFFICE OF THE ARIZONA ATTORNEY GENERAL

KRISTIN K. MAYES
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION
AGENCY COUNSEL SECTION

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR23-0006 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 1st day of March, 2023

KRISTIN K. MAYES
ATTORNEY GENERAL

Kristin K. Mayes
Assistant Attorney General

11059774

APPROVAL AS TO FORM

Re: Attorney General Contract No.

Pursuant to your request, the Attorney General's Office has reviewed the above referenced contract and approved it as to form. When reviewing this contract for form, the Attorney General's Office considers whenever the following situations have been addressed:

1. Identification of parties;
2. Offer and acceptance;
3. Existence of contract consideration (we do not review to determine if consideration is adequate); and
4. That certain provisions specifically required by statute are included. (e.g., provisions concerning Non-Availability of Funds; Audit of Records, A.R.S. § 35-214; Conflict of Interest, A.R.S. § 38-511; Non-Discrimination, Executive Order 2009-9; and Third-Party Antitrust Violations.)

Although we will notify you if we observe other issues or problems with a contract, we have not reviewed the contract for other issues. Therefore, approval as to form should not be considered as approval of the appropriateness of the terms or conditions of the contract or the underlying transaction. In addition, approval of the form should not be considered approval of the underlying policy considerations addressed by the contract.

Dated this _____ of 2023.

By _____
Assistant Attorney General

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SUPERIOR COURT IN YAVAPAI COUNTY
AND YAVAPAI COLLEGE
FOR THE OPERATION OF THE YCLEA PROGRAM**

This is an Agreement ("Agreement") entered into by and between the Superior Court in Yavapai County, Yavapai County Juvenile Court Center ("Y CJCC") and the Governing Board of Yavapai County Community College District, doing business as Yavapai College, a community college district of the State of Arizona ("College").

WITNESSETH:

WHEREAS, the presiding judge of the juvenile court in Yavapai County is required pursuant to ARS § 8-322 to submit a plan for expenditure of monies to fund programs to reduce the number of repeat juvenile offenders and to provide services for juveniles who are on probation and

WHEREAS, YCJCC has determined to include in its plan summer youth training and education services provided by the College due to the beneficial effect of these services upon juvenile offenders in Yavapai County and;

WHEREAS the College has the authority to provide youth training pursuant to ARS § 11-1041 and 11-1042;

WHEREAS A.R.S. § 11-952 (J) authorizes public agencies to enter into a contract or agreement with the superior court for related services and facilities of such courts for a term not to exceed ten years with the approval of the agreement by the presiding judge of the superior court in the county in which the court is providing the services;

NOW, THEREFORE, YCJCC and the College hereby agree as follows:

ARTICLE I

DURATION OF AGREEMENT: This Agreement shall become effective upon execution and shall terminate on the 13th day of October 2023.

ARTICLE II

PURPOSE: The purpose of this Agreement is to set forth the understanding of the parties regarding the terms and conditions under which YCJCC and the College will provide a summer youth training and education program:

The Yavapai County Juvenile Court Center obtained approval from the Administrative Office of the Courts to utilize state funds allocated to the Yavapai County Juvenile Court Center to fund a summer job training program. The program, Youth Summer Training and Enrichment Program, YCLEA ("Program"), consists of a summer job readiness and remedial education/life skills program for 14 juvenile offenders. The collaboration of partner agencies includes YCJCC and the College. Funding for the Program is available, in the amount of \$77,272.16.

The College and YCJCC desire to work in cooperation with one another to further the goals of the approved Program. The College is familiar with the educational, administrative and operational requirements, goals and objectives of the Program as set forth and acknowledges and agrees that it can meet and achieve those requirements, goals and objectives by providing the services, personnel

and resources set forth in Article III.

ARTICLE III

SCOPE OF SERVICES TO BE PERFORMED BY THE COLLEGE:

- A. Provide office space for Program staff and a location to conduct the classroom and work experience portions of the program;
- B. Provide administrative support as appropriate;
- C. Utilize available resources and support personnel to achieve project goals;
- D. Recruit, hire and train faculty, mentors and coordinators for the program;
- E. Provide co-directors for the program.

ARTICLE IV

FINANCE AND BUDGET: The budget for the Program is split between two fiscal years, FY 2022-2023 and FY 2023-2024. As such, budget allocations and expenditures must be made for each corresponding fiscal year's budget and may not overlap, as outlined below:

A. Fiscal Year 2022-2023 Budget

The College, on or before July 14, 2023, will submit invoices to YCJCC for expenditure reimbursement, with the exception of Contract Services which will be expended directly by YCJCC. All expenditures must be expended by June 30, 2023. These invoices may be submitted on a monthly basis during the budget period. Upon receipt of an expenditure reimbursement request, YCJCC will issue a warrant to the College pursuant to allowable budget categories, as follows:

\$ 77,272.16

Personnel	\$15,040
ERE (%)	\$1,504
Contract Services	\$24,819.20
Operating & Supplies	\$1,500
Travel	\$500
Indirect Costs (8%)	\$1,483.52
Total	\$44,846.72

Indirect Cost Calculation

Personnel \$15,040
ERE \$1,504
Operating Supplies \$1,500
Travel \$500

\$18,544

Indirect Cost Rate 8% - \$1,483.52

B. Fiscal Year 2023-2024 Budget

The College, on or before October 13, 2023, will submit invoices to YCJCC for

expenditure reimbursement, with the exception of Contract Services which will be expended directly by YCJCC. All expenditures must be expended by September 29, 2023. These invoices may be submitted on a monthly basis during the budget period. Upon receipt of an expenditure reimbursement request, YCJCC will issue a warrant to the College pursuant to allowable budget categories, as follows:

Personnel	\$10,080
ERE (%)	\$1,008
Contract Services	\$18,614.40
Operating & Supplies	\$1,200
Travel	\$500
Indirect Costs (8%)	\$1,023.04
Total	\$32,425.44

Indirect Cost Calculation

Personnel \$10,080
 ERE \$1,008
 Operating Supplies \$1,200
 Travel \$500

\$12,788

Indirect Cost Rate 8% - \$1,023.04

- C. Payment Terms: Upon receipt of an expenditure reimbursement request from the College, YCJCC will remit a warrant to the College.

ARTICLE V

FUND ACCOUNTING:

- A. The College is responsible for expending funds during Fiscal Year 2022 -2023 as enumerated in Article IV, A and during Fiscal Year 2023-2024 as enumerated in Article IV, B. Funds distributed to the College shall be handled and accounted for in accordance with the regular operating procedures established by the College. Any interest earned on these monies while in the possession of the College shall accrue to the College and may be used by the College for the Program.
- B. Fiscal Year 2022-2023 funds shall be expended by June 30, 2023, and invoiced to YCJCC by July 14, 2023. Fiscal Year 2023-2024 funds shall be expended by September 29, 2023 and invoiced to YCJCC by October 13, 2023. Funds expended or requested for reimbursement after these timelines will not be reimbursed to the College.
- C. Any operating supplies purchased by the College with funds distributed under this agreement shall be used by the College for the administrative, operational and educational services associated with this IGA. At the end of this agreement term, or any successive agreement term with YCJCC, any remaining and unused operating supplies having more than nominal value shall be returned to the Yavapai County Juvenile Court Center.

ARTICLE VI

EMPLOYMENT STATUS OF STAFF: Except as otherwise provided in law, in the performance of this Agreement and the Program, both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of each other. The employees, agents, or subcontractors of one party shall not be

deemed or construed to be the employees or agents of the other party.

ARTICLE VII

FINGERPRINTING: The provisions of A.R.S. 41-1758, et seq. are hereby incorporated as provisions of this Agreement.

- A. Personnel who are employed by the College in connection with the Program, whether paid or not, and who are required or allowed to provide services directly to juveniles shall be fingerprinted as a condition of employment. The College shall submit employee fingerprints to the Department of Public Safety or its designated agency before the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision. Personnel under eighteen years of age shall not be prohibited from employment solely because criminal history record information is not available to the department.
- B. Fingerprint checks shall be conducted pursuant to A.R.S. Section 41-1750, 41-1758, et seq.
- C. The College shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel.
- D. Personnel who are employed by the College in connection with the Program, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Public Safety and notarized whether they are awaiting trial on or have ever been convicted of any of the following criminal offenses in this state or similar offenses in another state or jurisdiction:

Sexual abuse of a minor; incest; first or second-degree murder; kidnapping; arson; sexual assault; sexual exploitation of a minor; contributing the delinquency of a minor; commercial sexual exploitation of a minor; felony offenses involving distribution of marijuana or dangerous or narcotic drugs; burglary; robbery; a dangerous crime against children as defined in A.R.S. 13-705; child abuse; sexual conduct with a minor; molestation of a child; manslaughter; aggravated assault.

- E. Personnel who are employed by the College in connection with the Program, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Public Safety and notarized whether they have ever committed an act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- F. This Agreement may be canceled or terminated if the fingerprint check or the certified form of any person who is employed by the College in connection with the Program, whether paid or not, and who is required or allowed to provide services directly to juveniles discloses that a person has committed any act of sexual abuse of a child, including sexual exploitation or commercial sexual exploitation, or any act of child abuse or that the person has been convicted of or awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction: Sexual abuse of a minor; incest; first or second degree murder; sexual assault; sexual exploitation of a minor; commercial sexual exploitation of a minor; a dangerous crime against children as defined in A.R.S. 13-705; child abuse; sexual conduct with a minor; molestation of a child.

The College may avoid cancellation or termination of the Agreement if the person whose fingerprints or certification form shows that he has been convicted or is awaiting trial on the offenses listed in this subsection or has committed any of the acts listed in subsection "D" of this article is immediately prohibited from employment or service with the provider in any capacity requiring or allowing contact with juveniles.

- G. The Agreement may be canceled or terminated if the fingerprint check or certified form of any person who is employed by the College in connection with the Program, whether paid or not, and who is required or allowed to provide services directly to juveniles without supervision discloses that the person has been convicted of or is awaiting trial on any of the following criminal offenses in this state or similar offenses in another jurisdiction: Arson; contributing to the delinquency of a minor; felony offenses involving distribution of marijuana or dangerous or narcotic drugs; burglary; robbery; kidnapping; manslaughter; aggravated assault.

The College may avoid cancellation or termination of the Agreement if the person whose fingerprints or certification form shows that he has been convicted of or awaiting trial on an offense or similar offense as listed in this subsection is immediately prohibited from employment or service with the provider in any capacity requiring or allowing the person to provide services directly to juveniles without supervision, or, for providers of substance abuse services for minors, unless the person has been granted an exception for good cause pursuant to the requirements and procedures of A.R.S 41-619.55.

- H. The requirements of subsections A through G of this article do not apply to any personnel who are employed by a provider that has a contract for services to juveniles with licenses or is certified by the Department of Health Services, the Supreme Court or the State Department of Juvenile Corrections and who have been fingerprinted and submitted the required certification form in connection with that employment. Federally recognized Indian tribes or military bases may submit and the Department of Public Safety shall accept certifications that state that no personnel who are employed or who will be employed during the Agreement term have been convicted of, have admitted committing or are awaiting trial on any offense under subsection D of this article.
- I. Adult clients of a provider or licensee who receive treatment services are exempt from the requirements of this section unless they provide services directly to juveniles without supervision. Volunteers who provide services to juveniles under direct visual supervision of the provider's employees are exempt from the fingerprinting requirements of this section.

ARTICLE VIII

AUDIT OF RECORDS: Pursuant to A.R.S. §§ 35-214 and 35-215, the College 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 years after completion of the Agreement. All records shall be subject to inspection and audit by the appropriate State of Arizona agency or department at reasonable times and with a minimal disruption of the College's educational activities. Upon request from YCJCC, the College shall produce the original of any or all such records within a reasonable amount of time.

ARTICLE IX

TERMINATION: This Agreement may be terminated upon written notice by either party if in its judgment such action is necessary due to: funding availability, statutory changes in the Program, either party's failure to implement or operate the approved Program, or either party's non-compliance with this Agreement. Upon termination of this agreement any remaining and unused operating supplies having more than nominal value shall be returned to the Yavapai County Juvenile Court Center.

ARTICLE X

CONFLICT OF INTEREST: The requirements of A.R.S. § 38-511 apply to this Agreement. The YCJCC may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the YCJCC is, at any time while this Agreement or any extension is in effect, an employee, agent, or consultant of the College with respect to the subject matter of this Agreement.

ARTICLE XI

INDEMNIFICATION: To the extent permitted by law, each party (as "indemnitor") agrees to indemnify, defend, and hold harmless each 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.

ARTICLE XII

INSURANCE: Prior to commencing services under this Agreement, the College must furnish the YCJCC certification from insurer(s) for coverage in the minimum amounts as stated below. The coverage shall be maintained in full force and effect during the term of this Agreement and shall not serve to limit any liabilities or any other College obligations. The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or the College from liabilities that might arise out of the performance of the work under this Agreement by the College, its agents, representatives, employees or subcontractors, and College and the governmental entity are free to purchase additional insurance. (*Note: this applies only to Colleges used by a governmental entity, not to the governmental entity itself*)

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** College shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
 - General Aggregate: \$2,000,000
 - Products - Completed Operations Aggregate: \$1,000,000
 - Personal and Advertising Injury: \$1,000,000
 - Blanket Contractual Liability- Written and Oral: \$1,000,000
 - Fire Legal Liability: \$50,000
 - Each Occurrence: \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the College"*.

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

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the College.

2. Excess Liability to follow form of the primary Commercial General Liability in the minimum amount of \$3,000,000.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity shall be additional insureds to the full limits of liability purchased by the College even if those limits of liability are in excess of those required by the Agreement.
2. The College's insurance coverage shall be primary insurance with respect to all other available sources.
3. The College's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the College shall not be limited to the liability assumed under the indemnification provisions of its Agreement with the other governmental entity(ies) party to the IGA.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name and Address) and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with 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 College from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: College shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** College's certificate(s) shall include all subcontractors as insureds under its policies or the College shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the College or sub-contractor(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 College or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

ARTICLE XIII

COMPLIANCE WITH LAWS: Both parties shall comply with all applicable laws, ordinances, rules, regulations and statutes which may be applicable to this Agreement. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

ARTICLE XIV

SEVERABILITY: Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement

ARTICLE XV

MODIFICATIONS: Any modification or amendments shall be by formal written amendment and executed by the parties hereto.

ARTICLE XVI

ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties. This Agreement may not be changed orally. This Agreement may be modified by a subsequent agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension, addendum or discharge is sought.

ARTICLE XVII

NON-AVAILABILITY OF FUNDS: Every payment obligation of the YCJCC under this Agreement is conditioned upon the availability of funds appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by YCJCC or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the YCJCC or any other agency of the State of Arizona in the event this provision is exercised, and neither the YCJCC nor any other agency of the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. The YCJCC shall not be liable for any purchases or subcontracts entered into by the parties to this IGA in anticipation of funding.

ARTICLE XVIII

NON-DISCRIMINATION: The College and YCJCC shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The College and YCJCC shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans With Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

ARTICLE XIX

ARBITRATION: 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 required by Supreme Court Administrative Policy 4.07, to the extent required by A.R.S. § 12- 1518 except as may be required by other applicable statutes.

ARTICLE XX

INVALIDITY OF PART OF THE AGREEMENT: The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

ARTICLE XXI

NOTICES: All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties at the following addresses:

Tara Newman Director of Juvenile Court Services Yavapai County Juvenile Court 1100 Prescott Lakes Parkway Prescott, Arizona 86301	Ed Lacasse Director of Procurement & Contract Services Yavapai College 1100 E. Sheldon St. Prescott, Arizona 86301
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ARTICLE XXII

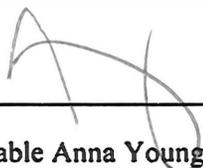
COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401 - IMMIGRATION LAWS AND E-VERIFY REQUIREMENTS:

- 1) The Parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrant compliance with Section A.R.S. § 23-214, Subsection
A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 2) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Parties may be subject to penalties up to and including termination of the Agreement.
- 3) The Parties retain the legal right to inspect the documents of any employee of the other Party who works on the Agreement to ensure that the other party is complying with the warranty under this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date written below:

YAVAPAI COUNTY JUVENILE COURT

YAVAPAI COLLEGE


_____

Honorable Anna Young
Presiding Judge, Juvenile Court

Dr. Lisa B. Rhine
President, Yavapai College

Date: 3. 6. 2023

Date: _____

YAVAPAI COLLEGE

Deb McCasland, District Governing Board Chair

Date

AGREEMENT:

REVIEWED AND APPROVED AS TO FORM

The foregoing Agreement between Yavapai County Superior Court on behalf of the Yavapai County Juvenile Court Center, and Yavapai College has been reviewed by the undersigned, who have determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona and Yavapai College.

YAVAPAI COLLEGE

Kristin Mackin

4/4/23

College Attorney

Date

Kristin Mackin

Printed Name

Yavapai College **Academic Affairs**

Date: April 7, 2023
To: Dr. Lisa Rhine
From: Dr. Diane Ryan
RE: Curriculum Proposals

The appropriate faculty, deans, and the Curriculum Committee have reviewed the following curriculum proposals. I recommend approval of the deletion of the Athletic Coaching certificate and the Criminal Justice and Security certificate.

Overview of Program Deletions

Athletic Coaching certificate

The Athletic Coaching certificate originated in 2014 as directed by the Dean of HPER to meet an initiative of the then VPA. Except for one new course, Sport Psychology, existing YC courses with good enrollment were used to meet the AZ Dept of Education course requirements for the k7-12 Athletic Coaching Certificate. Over the past two 3-year Program Review/SLOA cycles, the completion average per year is less than two students, with no students indicating that the Athletic Coaching certificate is their YC primary program of study, and less than 10 show it as their secondary program. This confirms that students are taking the courses as electives or as part of electives to support major pathways in Exercise Science, Physical Education, and Athletic Training (all requiring bachelor's degrees or higher to meet employment criteria).

Criminal Justice and Security certificate

Initially begun in 2012, the Criminal Justice & Security certificate was projected to have a high demand for those interested in training in criminal justice, but not specifically in law enforcement. At the time, it closely aligned with a degree program at ERAU. The enrollment numbers have declined over the past five years as newer, updated AJS courses and programs have been developed. By eliminating this certificate, students have other options that significantly impact success and employment opportunities.

Summary of Program Deletion Proposal for
Athletic Coaching Certificate

The Athletic Coaching Certificate fulfills course work required to obtain the Arizona Department of Education Standard Athletic Coaching Certificate grades 7 - 12. The course work also provides continuing education opportunities for current coaching professionals and are ideal courses for transfer students planning to pursue a bachelor's degree in a similar area of study. The program emphasis is on athlete-centered coaching theories, methods of communication, strategies for motivation, injury prevention and first aid, and anatomy and physiology applied to exercise and sport instruction.

Credits: 11

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)

*Other: Program Review/SLOA process confirms students are taking courses as electives rather than as program requirements. See memo for explanation.

Athletic Coaching Certificate – 1-year Teach Out Progression Plan

AY 23-24, 1yr Teach Out Plan

FALL 2023

EXW 154 late 8 or full semester fall online

EXW 168 full semester fall online

EXW 251 full semester fall online

SPRING 2024

EXW 150 early 8Wspring hybrid

EXW 153 late 8Wspring hybrid

PSY 245 generally both 8week and full semester online options

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*
Criminal Justice and Security Certificate

This Criminal Justice and Security certificate program is designed for those individuals interested in training in the criminal justice field, particularly as it relates to security and international crime.

Credits: 21

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)

This certificate has a 5-year history of low enrollment and completion rate. Four of the courses in this cert have been identified as electives to be eliminated as well.

President

Name: _____ Date: _____

Approved Not Approved

Approved/Change Noted: _____

Governing Board

Board Meeting Agenda: _____ Date: _____

Approved Not Approved

Approved/Change Noted: _____