

Yavapai College
District Governing Board
Special Meeting

Thursday, July 17, 2025
Virtually Only
3:00 p.m.

The YouTube channel will be open to the public at **2:45 p.m.** at the latest.

Livestream Link:

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

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

Pursuant to A.R.S. § 38-431.03.A(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 consult with and instruct its attorneys for legal advice or 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.

Yavapai College District Governing Board operates as a policy governance Board. This means that the Board makes all the policy decisions, adopts an annual budget, and hires the college president. The college president oversee daily operations and supervise college employees.

AGENDA

1. General Functions: Procedural
 - a. Call to Order {Time: 1}
2. Board Business
 - a. Consent Agenda
 - i. Board Budget Public Hearing Minutes – May 27, 2025 *(Attached)*
 - ii. Board Budget Adoption Minutes – May 27, 2025 *(Attached)*
 - iii. Board Regular Meeting Minutes – May 27, 2025 *(Attached)*
 - iv. Board Workshop Minutes – May 29, 2025 *(Attached)*
 - v. Board Special Meeting Minutes – June 18, 2025 *(Attached)*
 - vi. Board Executive Session Confidential Minutes – June 18, 2025
 - vii. Yavapai College District Governing Board Resolution 2025-20 – A Resolution of the Yavapai County Community College District Governing Board, Designating the Chief Fiscal Officer for Officially Submitting the Fiscal Year 2026 Annual Budgeted Expenditure Limitation Report to the Arizona Auditor General *(Attached)*
 - viii. Intergovernmental Agreement Between Yavapai Community College District and Cottonwood-Oak Creek Elementary School District #6 (Verde Tech High School – Dual Enrollment) *(Attached)*
 - ix. First Amendment to Dual Enrollment Intergovernmental Agreement (IGA) between Yavapai County Community College District and Prescott Unified School District #1 *(Attached)*
 - x. First Amendment to Intergovernmental Agreement between Yavapai County Community College District and Seligman Unified School District #40 *(Attached)*
 - xi. Yavapai College Campus Safety – Citation Increase *(Attached)*
3. Adjournment of Board Special Meeting: Procedural – **DECISION**

Yavapai College District Governing Board operates as a policy governance Board. This means that the Board makes all the policy decisions, adopts an annual budget, and hires the college president. The college president oversee daily operations and supervise college employees.

Yavapai College
District Governing Board
Budget Public Hearing

Tuesday, May 27, 2025
1:00 p.m.

Members of the public who wish to provide comments on the proposed budget should attend the meeting in person. The physical meeting location will be open at 12:45 pm at the latest.

Prescott Campus
Rock House
1100 E. Sheldon Street
Prescott, Arizona 86301

Members of the public who wish to watch the meeting only can do so via the livestream link.
The YouTube channel will be open at 12:45 p.m. at the latest.

Livestream Link:

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

Members Present:

Ms. Deb McCasland, Board Chair (present in person)
Mr. Patrick Kuykendall, Board Member (present online)
Mr. Steve Bracety, Board Secretary (present online)
Mr. Toby Payne, Board Member (present online)
Mr. William Kiel, Board Member (present online)

Administration

Dr. Lisa B. Rhine, President (present in person)
Atty. Sarah Lawson, Board Attorney (present online)
Ms. Yvonne Sandoval, Executive Assistant (present in person)
Ms. Kimberly Whitman, Secretary to the District Governing Board (present in person)

MINUTES

<HTTPS://YAVAPAI.HOSTED.PANOPTO.COM/PANOPTO/PAGES/VIEWER.ASPX?ID=1865423D-5896-441D-ADAC-B2EA01827E6B>

1. General Functions: Procedural
 - a. Call to Order {Time: 1}

Chair McCasland called the meeting to order at 1:00 pm.

2. Board Business
 - a. 2025-2026 Yavapai Community College District Proposed Budget Overview – Dr. Clint Ewell, Chief Operating Officer - **INFORMATION** (*Attached*) {Time: 15}

This agenda item begins at 13:01:45

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1865423d-5896-441d-adac-b2ea01827e6b&start=172.17075>

Dr. Ewell presented information about the '25-'26 Fiscal Year Budget and the budgeting process.

b. Public Comments - **INFORMATION** {Time: 25}

This agenda item begins at 13:18:20

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1865423d-5896-441d-adac-b2ea01827e6b&start=1167.317502>

No public comments were made.

3. Adjournment of Budget Public Hearing: Procedural - **DECISION** {Time: 1}

This agenda item begins at 13:18:42

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1865423d-5896-441d-adac-b2ea01827e6b&start=1188.964157>

Board Member Kuykendall moved, seconded by Board Member Bracety to adjourn the Public Budget Hearing. The motion carried unanimously (Ayes; McCasland, Bracety, Kuykendall, Payne and Kiel).

Chair McCasland adjourned the Budget Public Hearing Meeting at 1:19 pm.

Respectfully submitted:

Kimberly Whitman, Recording Secretary

Date

Mrs. Deb McCasland, Board Chair

Mr. Steve Bracety, Board Secretary

Yavapai College
District Governing Board
Budget Adoption Meeting

Tuesday, May 27, 2025

Immediately after adjournment of public budget hearing (estimated time 1:40 p.m.).
Members of the public who wish to watch the meeting can do so via the livestream link., The
YouTube channel will be open at 12:45 pm at the latest.

The YouTube channel
Livestream Link:

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

Members Present:

Ms. Deb McCasland, Board Chair
Mr. Patrick Kuykendall, Board Member
Mr. Steve Bracety, Board Secretary
Mr. Toby Payne, Board Member
Mr. William Kiel, Board Member

Administration Present:

Dr. Lisa B Rhine, President
Atty. Sarah Lawson, Board Attorney
Ms. Yvonne Sandoval, Executive Assistant
Ms. Kim Whitman, Secretary to the District Governing Board

Board Meeting was virtual only, so all board members and administration appeared virtually.

Minutes

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1865423d-5896-441d-adac-b2ea01827e6b>

1. General Functions: Procedural
 - a. Call to Order {Time: 1}

Board Chair McCasland called the Budget Adoption Meeting to order at 1:29 pm.

- b. Board Meeting Procedure – Board Chair Deb McCasland – **INFORMATION**
{Time: 5}

This agenda item begins at 13:29:45.

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1865423d-5896-441d-adac-b2ea01827e6b&start=1852.073291>

2. Board Business
 - a. Comments from Yavapai College Governing Board - **DISCUSSION** {Time: 25}

This agenda item begins at 13:30:20.

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1865423d-5896-441d-adac-b2ea01827e6b&start=1887.525196>

Board Members provided comments about the budgeting process and the proposed FY2025-2026 budget. Recorded discussion and comments are available at the link above.

- b. Roll Call to Adopt 2025-2026 Yavapai County Community College District Budget as Proposed at the Budget Public Hearing –**DECISION** (*Attached*) {Time: 5}

This agenda item begins at 13:54:00.

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1865423d-5896-441d-adac-b2ea01827e6b&start=3307.325017>

Executive assistant, Yvonne Sandoval completed the roll call to approve the 2024-2025 Yavapai County Community College District Budget as proposed at the Budget Public Hearing.

Board Member Kuykendall; seconded by Board Member Bracety, moved to approve the budget as proposed. Ms. Yvonne Sandoval, Executive Assistant, completed the roll call vote on the motion. Board Members voted as follows:

District 1 Board Member Mr. Kiel – Nay
District 2 Board Chair McCasland – Aye
District 3 Board Member Mr. Payne – Nay
District 4 Board Member Mr. Kuykendall – Aye
District 5 Board Member Mr. Bracety – Aye

The final vote was 3-2, approving the 2025-2026 Yavapai County Community College District Budget as proposed at the Budget Public Hearing.

3. Adjournment of Budget Adoption Meeting: Procedural - **DECISION** {Time: 1}

This agenda item begins at 13:56:27.

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1865423d-5896-441d-adac-b2ea01827e6b&start=3454.086896>

Board Member Bracety; seconded by Board Member Kuykendall, moved to adjourn the Budget Adoption Meeting. The motion carried unanimously (Ayes: McCasland, Bracety, Kuykendall, Payne, and Kiel).

Chair McCasland adjourned the Budget Adoption Meeting at 1:56 pm.

Respectfully submitted:

Kimberly Whitman, Recording Secretary

Date

Mrs. Deb McCasland, Board Chair

Mr. Steve Bracety, Board Secretary

Yavapai College
District Governing Board
Regular Meeting

Tuesday, May 27, 2025

Immediately after the adjournment of the budget adoption meeting (estimated time 2:00 p.m.).

Members of the public who wish to watch the meeting can do so via the livestream link. The YouTube channel will be open at 12:45 pm at the latest.

The YouTube channel

Livestream Link:

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

Members Present:

Ms. Deb McCasland, Board Chair

Mr. Patrick Kuykendall, Board Member

Mr. Steve Bracety, Board Secretary

Mr. Toby Payne, Board Member

Mr. William Kiel, Board Member

Administration Present:

Dr. Lisa B Rhine, President

Atty. Sarah Lawson, Board Attorney

Ms. Yvonne Sandoval, Executive Assistant

Ms. Kim Whitman, Secretary to the District Governing Board

Board Meeting was virtual only, so all board members and administration appeared virtually.

Minutes

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1. General Functions: Procedural
 - a. Call to Order {Time: 1}

Board Chair McCasland called the meeting to order at 1:57 pm.

- b. Pledge of Allegiance {Time: 1}

Member Kuykendall led the Pledge of Allegiance.

- c. Board Meeting Procedure – Board Chair Deb McCasland – **INFORMATION** {Time: 5}

Chair McCasland asked the Board Members to allow the presenter to finish their entire presentation before asking questions. Chair McCasland provided guidelines for questions and discussion.

This agenda item begins at 13:58:00

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1865423d-5896-441d-adac-b2ea01827e6b&start=3547.252099>

2. Study Session

To accommodate Dr. Bordenkircher's schedule, the Board moved Agenda Item 2(b) before Agenda Item 2(a).

- b. President's Reports - Dr. Lisa Rhine - **INFORMATION** {Time: 60}
 - i. College Council – Dr. Douglas Berry, Dr. Marylou Mercado, and Dr. Janet Nix
 - 1. Faculty Senate – Dr. Alex Barber, Faculty Senate Association President (*Attached*)
 - 2. Staff Association – Ms. Ginney Bilbray, Staff Association Vice President (*Attached*)
 - ii. Budget to Actual Monthly Reports and Cash Reserves Monthly Reports (*Attached*)

This agenda item is available at 14:00:50.

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1865423d-5896-441d-adac-b2ea01827e6b&start=3717.108048>

Dr. Berry introduced Dr. Alex Barber to present faculty updates and achievements.

Dr. Nix introduced Ginney Bilbray to present the YCSA updates.

Heather Leavitt introduced as the incoming Faculty Association President in place of Dr. Barber.

- a. Higher Learning Commission Update Presentation - **INFORMATION AND DISCUSSION** – Dr. Lisa Rhine; Dr. Tom Bordenkircher, Vice President of Accreditation Relations from the Higher Learning Commission. {Time: 30}

This agenda item begins at 14:15:15.

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1865423d-5896-441d-adac-b2ea01827e6b&start=4582.233569>

Dr. Rhine introduced Dr. Bordenkircher, the Vice President of the Higher Learning Commission ("HLC") and the HLC liaison for Yavapai Community College.

Dr. Bordenkircher provided a presentation regarding Yavapai Community College's membership with the HLC and the HLC's role as a regulating body.

Dr. Bordenkircher discussed the division of oversight and responsibility between the District Governing Board and the college. Dr. Bordenkircher stated that the District Governing Board's role is to ensure that the College's leadership is effective without interfering with day-to-day operations of the institution.

Board Members provided comments and asked questions to Dr. Bordenkircher. Recorded discussion and comments are available at the link above.

- c. 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

This agenda item begins at 15:30:20

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1865423d-5896-441d-adac-b2ea01827e6b&start=9087.205851>

3. Board Business

- a. Consent Agenda – **DECISION** {Time: 5}
 - i. Board Regular Meeting Minutes – Tuesday, April 22, 2025 (*Attached*)
 - ii. Board Executive Session Minutes – Monday, May 19, 2025
 - iii. Board Special Meeting Minutes – Monday, May 19, 2025 (*Attached*)
 - iv. Receipt of Report on Revenues and Expenditures for May 2025 (*Attached*)
 - v. Yavapai County Attorney's Office – Waiver of Conflict of Interest Form (*Attached*)
 - vi. Second Amendment To Intergovernmental Agreement Between Yavapai County Community College District And Valley Academy for Career and Technology District #01 (*Attached*)
 - vii. Second Amendment To Intergovernmental Agreement Between Yavapai County Community College District And Mountain Institute Career and Technology District #02 (*Attached*)
 - viii. Intergovernmental Agreement Mental Health Tactical Intervention Training Program – Yavapai County Community College District And Town of Prescott Valley (*Attached*)

This agenda item is available at 15:32:25.

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1865423d-5896-441d-adac-b2ea01827e6b&start=9212.083972>

Member Kiel asked to pull Consent Agenda Items i, ii, and vi from the consent agenda.

Member Kiel moved, seconded by Member Bracety, to approve Consent Agenda Items iii, iv, v, vii, and viii. The motion carried unanimously (Ayes: McCasland, Bracety, Kuykendall, Payne, and Kiel).

Member Kiel requested a change to Consent Agenda Item i, the Regular Meeting Minutes for Tuesday, April 22, 2025, relating to the time limits for board member comments established by Chair McCasland.

Member Kiel moved, seconded by Member Payne, to approve Consent Agenda Item i, the Regular Meeting Minutes for Tuesday, April 22, 2025, with the addition of Member Kiel's suggested change. Motion failed 2:3 (Ayes: Kiel, Payne; Nays: McCasland, Bracety, Kuykendall).

Member Kuykendall moved, seconded by Member Bracety, to approve Consent Agenda Item i, the Regular Meeting Minutes for Tuesday, April 22, 2025 as written, without any changes. Motion carried 3:2 (Ayes: McCasland, Bracety, and Kuykendall; Nays: Payne and Kiel).

Member Kiel requested to make a change to Consent Agenda Item ii, the Executive Session Minutes from May 19, 2025. Attorney Lawson instructed the Board not to talk about the Executive Session Meeting Minutes in public session. Attorney Lawson instructed Member Kiel to send an email to her with his proposed change.

Member Bracety moved, seconded by Member Kiel, to table Consent Agenda Item ii until the Board's next regular meeting. The motion carried unanimously (Ayes: McCasland, Bracety, Kuykendall, Payne, and Kiel).

Member Kiel asked for more information about the programs listed in the Intergovernmental Agreement between Yavapai County Community College District and Valley Academy for Career and Technology District. Dr. Rhine discussed dual enrollment and concurrent enrollment programming, which is made up of many courses. Chair McCasland asked if the culinary program was still offered at Valley Academy. Dr. Rhine said no, Valley Academy is not offering the culinary program.

Member Kuykendall moved, seconded by Member Bracety, to approve Consent Agenda Item vi. Member Kiel asked if the Intergovernmental Agreement included a decision to eliminate the culinary program. Dr. Berry explained that Valley Academy must have qualified staff to teach the program, as required by the Higher Learning Commission, to offer the courses to their students, and Yavapai Community College cannot force Valley Academy to offer any certain classes because it is their choice. **Motion carried 3:2 (Ayes: McCasland, Bracety, and Kuykendall; Nays: Payne and Kiel).**

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

This agenda item is available at 15:48:50.

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1865423d-5896-441d-adac-b2ea01827e6b&start=10196.903464>

Board Member Kuykendall moved, seconded by Board Chair McCasland, to adjourn the meeting. The motion carried unanimously (Ayes: McCasland, Bracety, Kuykendall, Payne, and Kiel).

Chair McCasland adjourned the Budget Adoption Meeting at 3:49 pm.

Respectfully submitted:

Kimberly Whitman, Recording Secretary

Date

Mrs. Deb McCasland, Board Chair

Mr. Steve Bracety, Board Secretary

Yavapai College
District Governing Board
Workshop

Thursday, May 29, 2025

Virtually Only

9:00 a.m.

The YouTube channel will be open to the public at 8:45 a.m. at the latest.

Livestream Link:

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

Members Present:

Ms. Deb McCasland, Board Chair
Mr. Steve Bracety, Secretary
Mr. Patrick Kuykendall, Board Member
Mr. Toby Payne, Board Member
Mr. William Kiel, Board Member

Administration Present:

Dr. Lisa B. Rhine, President
Ms. Yvonne Sandoval, Executive Assistant
Atty. Sarah Lawson, Board Attorney
Ms. Kimberly Whitman, Secretary to the Board

MINUTES

<HTTPS://YAVAPAI.HOSTED.PANOPTO.COM/PANOPTO/PAGES/VIEWER.ASPX?ID=6BAB4E15-7603-4080-AA50-B2F00149D83C>

1. General Functions: Procedural
 - a. Call to Order

Board Chair McCasland called the meeting to order at 9:00 am.

- b. Board Meeting Procedure – Board Chair Deb McCasland – **INFORMATION**
{Time: 5}

Chair McCasland provided guidelines for questions and discussion.

This agenda item is available and begins at 9:00:34

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=6bab4e15-7603-4080-aa50-b2f00149d83c&start=292.10865>

2. Study Session
 - a. District Governing Board Assessment Results – Dr. David Borofsky, Executive Director, Arizona Community College Coordinating Council – **INFORMATION and DISCUSSION**

This agenda item is available and begins at 9:01:03

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=6bab4e15-7603-4080-aa50-b2f00149d83c&start=321.605842>

Dr. Borofsky provided a presentation centered around the District Governing Board Assessment Results. Dr. Borofsky also facilitated discussion between the District Governing board regarding the results of the assessment. Dr. Borofsky's presentation also addressed Yavapai Community College as a whole, emphasizing its status, awards, and other positive facts about the college.

Board members provided comments and asked questions to Dr. Borofsky. Recorded discussion and comments are available at the link above.

- b. Clarification on District Governing Board Policy 308 Board Planning & Agenda – Dr. David Borofsky, Executive Director, Arizona Community College Coordinating Council – **INFORMATION and DISCUSSION**

This agenda item is available and begins at 11:40:01

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=6bab4e15-7603-4080-aa50-b2f00149d83c&start=9859.603736>

Dr. Borofsky provided a presentation that clarified Policy 308: Board Planning and Agenda to assist in the board's understanding of the policy. Dr. Borofsky facilitated a discussion regarding the board's current understanding of the policy with all board members.

Board members provided comments and asked questions to Dr. Borofsky. Recorded discussion and comments are available at the link above.

- 3. Adjournment of Board Workshop: Procedural – **DECISION**

This agenda item is available and begins at 12:13:45

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=6bab4e15-7603-4080-aa50-b2f00149d83c&start=11883.232993>

Board member Kiel moved, seconded by Board Member Bracety to adjourn the meeting. The motion carries unanimously (Ayes: McCasland, Bracety, Kuykendall, Payne, and Kiel).

Respectfully submitted:

Kimberly Whitman, Recording Secretary

Date

Mrs. Deb McCasland, Board Chair

Mr. Steve Bracety, Board Secretary

Yavapai College
District Governing Board
Special Meeting

Wednesday, June 18, 2025

Virtually Only

1:00 p.m.

The YouTube channel will be open to the public at 12:45 p.m. at the latest.

Livestream Link:

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

Members Present:

Ms. Deb McCasland, Board Chair

Mr. Steve Bracety, Secretary

Mr. Patrick Kuykendall, Board Member

Mr. Toby Payne, Board Member

Mr. William Kiel, Board Member

Administration Present:

Dr. Lisa B. Rhine, President

Ms. Yvonne Sandoval, Executive Assistant

Atty. Sarah Lawson, Board Attorney

Ms. Kimberly Whitman, Secretary to the Board

Dr. Clint Ewell, Chief Operating Officer

Atty. Robert Haws, College Attorney

Atty. John Butzer, College Attorney

MINUTES

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1. General Functions: Procedural
 - a. Call to Order {Time: 1}

Chair McCasland called the meeting to order at 1:00pm

- b. Pledge of Allegiance {Time: 1}

Board Member Bracety led the Pledge of Allegiance.

This agenda item begins at 13:01:24.

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=2319ac37-4b80-4198-b6ec-b300015e0134&start=381.624292>

2. Board Business
 - a. Executive Session
 - i. A.R.S. § 38-431.03 (A)(3) & (4), Discussion and Consultation with Attorneys for Legal Advice and to Consider and Instruct its Attorneys Regarding the College's Position in *Doria v. Yavapai College*, Case Number: 3:25-cv-08043-MTL – **PROCEDURAL** {Time: 60}

This agenda item begins at 13:01:49

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=2319ac37-4b80-4198-b6ec-b300015e0134&start=407.200815>

Board Member Bracety moved, seconded by Board Member Kuykendall, to go into Executive Session pursuant to A.R.S A.R.S. § 38-413.03(A)(3) & (4) for discussion and consultation with its attorneys for legal advice and to consider and instruct its attorneys regarding the College's position in *Doria v. Yavapai College*. The motion carried unanimously (Ayes: McCasland, Bracety, Kiel, Payne, and Kuykendall).

The board entered into Executive Session at 1:03 pm.

- b. Convene in Public Session
 - i. Possible Action to Confirm Instructions Provided to the College's Attorneys Regarding *Doria v. Yavapai College*, Case Number: 3:25-cv-08043-MTL in Executive Session – **DECISION** {Time: 10}

The Board reconvened in public session at 1:39 pm.

This agenda item begins at 13:41:45.

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=2319ac37-4b80-4198-b6ec-b300015e0134&start=2802.695557>

Board Member Kiel, seconded by Board Member Kuykendall, moved to confirm the instructions provided to the College Attorneys in Executive Session regarding *Doria vs Yavapai College*. The motion carried unanimously (Ayes; McCasland, Bracety, Kiel, Payne and Kuykendall).

- 3. Adjournment of Board Special Meeting: Procedural – **DECISION**

This agenda item begins at 13:42:49.

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=2319ac37-4b80-4198-b6ec-b300015e0134&start=2867.553629>

Board Member Kuykendall moved, seconded by Board Member Bracety to adjourn the Board Special Meeting.

The motion carried unanimously (Ayes: McCasland, Bracety, Kiel, Payne, and Kuykendall).

Respectfully submitted:

Kimberly Whitman, Recording Secretary

Date

Mrs. Deb McCasland, Board Chair

Mr. Steve Bracety, Board Secretary

RESOLUTION NO. 2025-20

**A RESOLUTION OF THE YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD,
DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2026 ANNUAL
BUDGETED EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL**

RECITALS:

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

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

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

ENACTMENTS:

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

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

SECTION 2. Wendy Swartz is hereby designated as the College's Chief Fiscal Officer for purposes of officially submitting the fiscal year 2026 ABELR to the Arizona Auditor General on the governing body's behalf.

PASSED AND ADOPTED by the Yavapai County Community College District Governing Board, this 17th day of July, 2025 .

Approved as to form:

Deb McCasland, Chairman

Sarah Pook Lawson, College Legal Counsel

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
YAVAPAI COMMUNITY COLLEGE DISTRICT
AND
COTTONWOOD-OAK CREEK ELEMENTARY SCHOOL DISTRICT #6
(Verde Tech High School – Dual Enrollment)**

This Intergovernmental Agreement (“Agreement”) is entered into between Yavapai County Community College District (“College”), and Cottonwood-Oak Creek Elementary School District #6 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 *et seq.* This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

B. The term of this Agreement shall be from the Effective Date through June 30, 2027 (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District freshmen, sophomores, juniors or seniors who meet College's prerequisites.

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

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

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit A attached to this Agreement, which shall be updated as needed by College.

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College's current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. For students under the age of 18, the College's admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*

F. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.

G. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.

H. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. School District will provide College with the State Student ID number for each student as provided in Section 5.1(F).

I. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

4.2 Instructors and Instruction

- A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.
- B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3 Assessment and Monitoring

- A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.
- B. College will involve full-time College faculty who teach a particular discipline in Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).
- C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the course outlines as necessary.

4.4 Policy and Procedure

- A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.
- B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.
- C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

4.5 Students with Disabilities

- A. After notification from School District of a student's need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with School District to ensure the instructor complies with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. Under the ADA and Section 504, subpart E, College is responsible for providing appropriate academic accommodations for those students that self-identify in Dual Enrollment classes; however, School

District shall be responsible for ensuring that the student receives a free appropriate public education (“FAPE”) in conformity with his or her 504 Plan or individualized education program (“IEP”), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District’s obligations relating to child find, evaluation, and placement of students with disabilities.

B. College will provide training and guidance to instructors and relevant personnel in the area of compliance with the ADA and the Rehabilitation Act of 1973, Subpart E, as amended, and the College’s process for student requests for accommodations, as the Acts specifically relate to College classes.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

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

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

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

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

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

F. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student’s State Student ID number and provide that number to College.

5.2 Instructors and Instruction

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor’s name and credentials to College for approval.

B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.

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

5.3 Assessment and Monitoring

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

5.4 Policy and Procedure

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:

1. has completed the necessary College admissions and registration process;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
5. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in Dual Enrollment Courses for failure to follow College requirements.

C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

5.5 Students with Disabilities

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973, subpart D, or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services for Dual Enrollment Courses. School District shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services; provided, however, that any supplementary aids, services, or accommodations in a IEP or Section 504 Plan implemented in a Dual Enrollment Course shall be permitted as allowed under the College's accreditation guidelines as determined by the College. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

5.6 Facilities and Funding

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit B attached to this Agreement, which shall be updated as needed by College.

6. MUTUAL AGREEMENTS

6.1 Instructor

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor's employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

B. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor's employment contract and College policy, but shall also be subject to School District policy. Should a College instructor violate School District procedure or policy, School District may ask College to withdraw authorization for the instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify School District in writing of such substitution.

6.2 Students

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

6.3 Removal from Course

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

6.4 Schedule and Number of Students

School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by prior written agreement of School District and College. School District and College must mutually agree if any student who is not a student of School District will be enrolled in a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.

6.5 Availability of Instructors

Availability of Dual Enrollment Courses offered by College shall be dependent on the availability of appropriately qualified instructors. College may compensate School District for the services of a qualified instructor provided by School District or, alternatively, College may provide a qualified instructor to deliver any Dual Enrollment Course.

6.6 Guidelines

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

6.7 Rigor of Courses

College and School District agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Enrollment Course shall meet statutory and College criteria, and such criteria shall not be diminished for the purpose of the dual enrollment program.

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

7.1 Fees

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit B attached to this Agreement, which shall be updated as needed by College.

7.2 Supplies

School District will provide and pay for basic textbooks, workbooks, supplies and other costs related to the teaching of and the administration of Dual Enrollment Courses within School District.

7.3 Tuition

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit B.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth on Exhibit B, which may be amended as needed by College. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of 19 years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

7.4 Billing Format

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit B. All bills under this Agreement shall include all information required by A.R.S. § 15-1821.01(1)(a).

7.5 Manner of Financing

School District and College will each fund their respective obligations under this Agreement through their respective budgeting process.

8. RECORDS

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of 5 years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona or by representatives of the comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

9. CONFIDENTIALITY

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and School District policies controlling the disclosure of personally identifiable information from a student's education records.

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

10.2 No Relief from Obligations

Termination of this Agreement shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining dual credit at the time of termination or notice thereof.

10.3 Disposition of Property

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

11. RESPONSIBILITY

11.1 Conduct of Operations

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

11.2 Indemnification

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. NON-ASSIGNABILITY

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

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

16. ENTIRE AGREEMENT

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

17. INVALIDITY OF PART OF THE AGREEMENT

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

18. GOVERNING LAW

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

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

19. NOTICE

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

20. LEGAL WORKER REQUIREMENT

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

21. WORKERS COMPENSATION

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

If to College:

Yavapai College

Attn: Purchasing and Contracting Department

1100 E. Sheldon Street

Prescott, AZ 86301

If to School District:

Cottonwood-Oak Creek Elementary School District #6

Mrs. Jessica Vocca, Superintendent

1 N. Willard St.

Cottonwood, AZ 86326

COLLEGE

SCHOOL DISTRICT

By: Lisa B. Rhine, Ph. D.

Title: President

Date

By: Mary Velazquez

Title: President

Date: 7/2/2025

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.

By: [Signature]

Title: Counsel for Yavapai County Community College District

Dated: 6-16-2025

By: OK Paul

Title: Attorney
Counsel for Cottonwood-Oak Creek School District #6

Dated: 7/7/2025

EXHIBIT A

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

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

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

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	H.S. TITLE
Animation Principles	FMA 100	3	1	Beltran	Film & Media Arts 2
Screenwriting I	FMA 103	3	2	Beltran	Film & Media Arts 2
Pre-Production	FMA 110	3	1	Beltran	Film & Media Arts 3
Production I	FMA 102	3	2	Beltran	Film & Media Arts 3
Fundamentals of Video Editing	FMA 139	3	1	Beltran	Film & Media Arts 4
Production II	FMA 105	3	2	Beltran	Film & Media Arts 4

EXHIBIT B

FINANCIAL PROVISIONS

*Fill in the blanks. If the information is not applicable, indicate N/A in the blank.
Additional directions for completing this form are in italics.*

1. INSTRUCTORS

Instructors shall be provided as follows: *(Check the appropriate line)*

☒ School District shall provide and pay all instructors.

☐ College shall provide and pay all instructors.

☐ Each party shall provide and pay for instructors as follows: _____

2. PAYMENTS TO THE SCHOOL DISTRICT

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Zero Dollars (\$0) per credit hour for each properly enrolled student, capped at Zero Dollars (\$0) per credit hour for each course. *(Indicate N/A if there is no cap.)*

Invoices from the School District to the College shall be based on College course rosters and include the information listed in Exhibit A of this Agreement.

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

No tuition is charged for Dual Enrollment classes.

College tuition in non-Dual Enrollment classes varies based on discipline for in-state students. The tuition rates range from one hundred thirteen to one hundred forty-six Dollars (\$113 to \$146) per credit hour for each in-state student. College tuition also varies for out-of-state students based on discipline in which the student is enrolled. The tuition rates range from three hundred ninety-six to four hundred twenty-nine Dollars (\$396 to \$429) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

(see <https://www.yc.edu/v6/academics/tuition-fees.html> for specific information about tuition rates).

ADDITIONAL FEES AND/OR COSTS:

Set out below are additional fees and costs and, for each, a designation as to whether the School District or student is responsible for payment of each fee or cost.

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. .</i>
1. There is a \$10 per credit hour cost for Dual Enrollment classes.	District <input checked="" type="checkbox"/> Student <input type="checkbox"/>

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

☒ School District is responsible for payment of tuition to the College.

☐ Each student is responsible for payment of tuition to the College.

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

- A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and
- B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

For any tuition and fee/cost payment required to be made by a student to the College, the College shall establish an individual billing account for that student and the billing for such tuition and/or fees and costs shall occur in accordance with College policies and procedures.

5. FINANCIAL AID

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

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

The School District and College shall send invoices to the other to the attention and at the address listed below no later than thirty (30) days after the end of each semester. Each invoice shall detail any payments due. Payments shall be due within thirty (30) days of receipt of an invoice.

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

Invoices to be sent to the School District:
Cottonwood-Oak Creek Elementary School District #6
Mrs. Jessica Vocca, Superintendent
1 N. Willard St.
Cottonwood, AZ 86326

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$0

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

\$0

Amount School District returned to College:

(Specify percentage or dollar amount)

\$0

FIRST AMENDMENT TO DUAL ENROLLMENT INTERGOVERNMENTAL AGREEMENT (IGA)

Between

Yavapai County Community College District

And

Prescott Unified School District #1

This First Amendment to Intergovernmental Agreement (IGA) is entered into by and between Yavapai County Community College District, a community college district of the State of Arizona (hereinafter referred to as "College"), and Prescott Unified School District #1 (herein referred to as "School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") 11-951.

Witnesseth:

Whereas, on August 6, 2024, College and School District entered into an IGA for the purpose of offering college level courses that may be counted towards both high school and college graduation requirements effective through June 30, 2027, and;

Whereas, the College and School District each desire, to update Exhibit A "Type of Instruction Dual Enrollment Courses" as required based on the addition of five classes.

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

1. Exhibit A is hereby deleted in its' entirety and replaced with the Exhibit A that follows, due to the addition of classes as noted in the exhibit.
2. Except as expressly amended herein, the terms and conditions set forth in said original IGA shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THE FIRST AMENDMENT TO IGA TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

Yavapai County Community College District

Prescott Unified School District #1

_____

By: Lisa B. Rhine, Ph.D.

By: STAN GOLIGOSKI

Title: President

Title: GOV. BOARD PRESIDENT

Date: _____

Date: JULY 1, 2025

Pursuant to A.R.S. Section 11-952(D), the foregoing Amendment to Agreement has been reviewed by the undersigned attorneys for Yavapai County Community College District and Prescott Unified School District #1, who have determined that the Amendment is in proper form and within the powers and authority granted under the laws of this State to Yavapai County Community College District and Prescott Unified School District #1.

By: 

By: David K. Pauole

Title: Attorney

Title: Attorney

Counsel for Yavapai County Community College District

Counsel for Prescott Unified School District #1

Date: 6-16-2025

Date: July 2, 2025

EXHIBIT A

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

For complete course descriptions, refer to the current College catalog.
Semester 1 is Fall, Semester 2 is Spring and Semester 3 is a Year-long course.

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	H.S. TITLE
Introduction to Administration of Justice	AJS 101	3	1	Newman	
Substantive Criminal Law	AJS 109	3	2	Newman	
Forensic Science	AJS 170	3	1	Newman	
The Police Function	AJS 230	3	2	Newman	
Auto/Diesel Preventative Maintenance	AUT 103	4	2	Predmore	Auto 1
Auto/Diesel Electrical Systems	AUT 109	4	1	Predmore	Auto 3
Automotive Brakes	AUT 123	4	1	Predmore	Auto 2
Auto/Diesel Suspension & Steering	AUT 126	4	2	Predmore	Auto 2
Auto Engine Repair	AUT 153	4	2	Predmore	Auto 3
Human Biology for Allied Health	BIO 156	4	3	Guerrero	
Intro to Human Anatomy and Physiology	BIO 160	4	3	Guerrero	
Introduction to Business	BSA 131	3	1	Newman	Business Management 1
College Composition I	ENG 101	3	1	Willard & Moore	English 12/ENG101-102
College Composition II	ENG 102	3	2	Willard & Moore	English 12/ENG101-102
Production I	FMA 102	3	1	Tolli	
Screenwriting I	FMA 103	3	1	Tolli	
Production II	FMA 105	3	2	Tolli	
Pre-Production	FMA 110	3	1	Tolli	
Cinematography	FMA 117	3	2	Tolli	
Fundamentals of Video Editing	FMA 139	3	2	Tolli	
College Mathematics	MAT 142	3	2	Ater & Logan	Concepts of College Math
College Algebra	MAT 152	3	1	Ater & Logan	College Algebra
Elementary Statistics	MAT 167	3	2	Ater & Logan	Elementary Statistics DC
Precalculus (Algebra)	MAT 182	3	1	Ater & Logan	Precalc 1-2 DC
Precalculus (Trigonometry)	MAT 183	2	1	Ater & Logan	Precalc 1-2 DC
Principles of Management	MGT 220	3	2	Newman	Business Management 1
Human Resources Management	MGT 223	3	1	Newman	Business Management 2
Business Communication	MGT 233	3	1	Newman	Business Management 1
Principles of Marketing	MKT 240	3	2	Newman	Business Management 2
Beginning Spanish I	SPA 101	4	1	Pope	Spanish 2
Beginning Spanish II	SPA 102	4	2	Pope	Spanish 2
Intermediate Spanish I	SPA 201	4	1	Pope	Spanish 3
Intermediate Spanish II	SPA 202	4	2	Pope	Spanish 3

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Between

Yavapai County Community College District

And

Seligman Unified School District #40

This First Amendment to Intergovernmental Agreement (IGA) is entered into by and between Yavapai County Community College District, a community college district of the State of Arizona (hereinafter referred to as "College"), and Seligman Unified School District #40 (herein referred to as "School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") 11-951.

Witnesseth:

Whereas, on June 20, 2024, College and School District entered into an IGA for the purpose of offering college level courses that may be counted towards both high school and college graduation requirements effective through June 30, 2027, and;

Whereas, the College and School District each desire, to update Exhibit A "Type of Instruction Dual Enrollment Courses" as required based on the addition of two classes.

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

1. Exhibit A is hereby deleted in its' entirety and replaced with the Exhibit A that follows, due to the addition of classes as noted in the exhibit.
2. Except as expressly amended herein, the terms and conditions set forth in said original IGA shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THE FIRST AMENDMENT TO IGA TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

Yavapai County Community College District

Seligman Unified School District #40

By: Lisa B. Rhine, Ph.D.

By: Wanda M. Burton

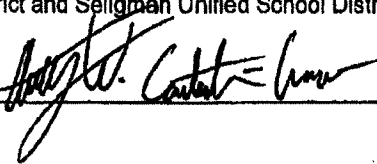
Title: President

Title: Superintendent

Date: _____

Date: 6/16/2025


Pursuant to A.R.S. Section 11-952(D), the foregoing Amendment to Agreement has been reviewed by the undersigned attorneys for Yavapai County Community College District and Seligman Unified School District #40, who have determined that the Amendment is in proper form and within the powers and authority granted under the laws of this State to Yavapai County Community College District and Seligman Unified School District #40.

By: 

Title: Attorney

Counsel for Yavapai County Community College District

Date: 5-13-2025

By: 

Title: Attorney

Counsel for Seligman Unified School District #40

Date: 6/13/2025

EXHIBIT A

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

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

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

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	H.S. TITLE
Introductory Equine Science	AGS 100	4	2	Wallace	Agriscience Technologies
Introduction to the Animal Industry	AGS 120	4	2	Wallace	Agriscience Technologies
Agriculture Mechanics	AGS 215	4	2	Wallace	Agriscience Technologies



Yavapai College Campus Safety
1100 East Sheldon St
Prescott, AZ 86301
928-634-6599

Yavapai
COLLEGE
You Can!

To: District Governing Board

Ref: YC Citation Increase Request

From: Chief Tyran Payne

Date: 09 July 2025

Distinguished District Governing Board Members, we are requesting an increased price for a college-citation (currently \$50) to \$100. We would like to add a new violation specifically for drug and paraphernalia violations at a proposed price of \$175.

The reason for this request is that Yavapai College has a zero-tolerance policy on alcohol and drug use. Increasing the price would be a larger deterrent and let our community know that we are serious about these crimes. We do not want to punish students for this; we want to focus on deterring them from violations.

- Overdose deaths among teenagers have more than doubled between 2018 and 2022, primarily fueled by the presence of fentanyl in counterfeit pills and other street drugs, according to the *Office of Disease Prevention and Health Promotion*.
- 85% of overdose deaths in Yavapai County in 2024, included illicit fentanyl and/or methamphetamine as the cause of death, according to *Matforce (2024)*.

Lisa Rhine, President

Deborah McCasland, Chair