

Yavapai College
District Governing Board
Regular Meeting

Tuesday, September 23rd, 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>

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.

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 oversees daily operations and supervises college employees.

AGENDA

1. General Functions: Procedural
 - a. Call to Order
 - b. Pledge of Allegiance {Time: 1}
 - c. Board Meeting Procedure – Board Chair Deb McCasland – **INFORMATION** {Time: 5}
2. Study Session
 - a. Presidents Report – Dr. Lisa Rhine – **INFORMATION** {Time: 60}
 - i. College Council – Dr. Douglas Berry, Dr. Marylou Mercado, Dr. Janet Nix, and Ms. Diana Dowling
 1. Faculty Senate – Dr. Heather Leavitt, Faculty Senate President (*Attached*)
 2. Staff Association – Ms. Ginney Bilbray, Staff Association President (*Attached*)
 3. Student Government Association – Talia Yazzie, Student Government President - (*Attached*)
 - ii. Budget to Actual Monthly Reports and Cash Reserves Monthly Reports for August 2025 (*Attached*)
 - b. Yavapai Works Presentation – Dr. Marylou Mercado, Vice President of Workforce Development & Health Sciences – **INFORMATION** {Time: 10}
 - c. Board Liaisons' Reports - **INFORMATION AND DISCUSSION** {Time: 10}
 - i. Board Spokesperson – Board Chair Deb McCasland
 - ii. Arizona Association of Community College Trustee (AACCT) – Board Chair Deb McCasland
 - iii. Yavapai College Foundation – Board Secretary Steve Bracety
3. Board Business
 - a. Yavapai College District Governing Board Travel – Board Chair McCasland - **INFORMATION, DISCUSSION AND DECISION** {Time: 10}
 - b. Association of Community College Trustee (ACCT) Delegate Conference Selection for Yavapai College – Board Chair McCasland – **INFORMATION, DISCUSSION AND DECISION** {Time: 10}
 - c. District Governing Board Schedule – Ms. Yvonne Sandoval, Executive Assistant – **INFORMATION, DISCUSSION, DECISION** - {Time: 5} (*Attached*)
 - i. Special Board Meeting - Tuesday, May 19th, 2026, 1p.m.
 - ii. Regular Board Meeting – Tuesday, November 18th, 2025, 1p.m.

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- d. Yavapai College District Governing Board Consideration of Potential Future District Governing Board Agenda Items – Board Chair McCasland – **INFORMATION, DISCUSSION AND DECISION** {Time: 10}
 - i. **For Consideration of Inclusion on a Future Meeting Agenda:** Campus visits pursuant to A.R.S. 15-1444 (A)(4), General Powers and Duties of District Boards – Except as otherwise provided, each district board shall: Visit each community college under its jurisdiction and examine carefully into its management, conditions and needs.
 - ii. **For Consideration of Inclusion on a Future Meeting Agenda:** In-Person Board Meetings
 - e. Consent Agenda - **DECISION** {Time: 5}
 - i. Board Special Meeting Minutes July 17th, 2025 (*Attached*)
 - ii. Waiver of Conflict of Interest regarding Memorandum of Understanding between Yavapai County and Yavapai Community College District for Internships (*Attached*)
 - iii. Intergovernmental Agreement: Arizona Board of Regents and Yavapai County Community College District (*Attached*)
 - iv. Receipt of Reports on Revenues and Expenditures for July and August 2025 (*Attached*)
4. Adjournment of Board Workshop: Procedural – **DECISION** {Time: 1}

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Faculty Association Update

Heather Leavitt, PhD
Education Faculty
Faculty Association President
September 23, 2025

2025-2026 Officers



Heather Leavitt
President



Bambi Pish-Derr
Vice President of
Internal Affairs



Megan Hanna
Vice President of
External Affairs



Philip Reid
Treasurer



Brandelyn Andres
Secretary



Alex Barber
Past President

Officer Spotlight

Philip J. Reid serves as Department Chair of the Computer Science Department at Yavapai College, where he led the launch of the Bachelor of Science in Computer Science in Fall 2025. He currently serves as Faculty Senate Treasurer and co-chair of the Academic Master Plan Committee.

Philip has cultivated strategic partnerships with leading technology companies, including Intel and Google, to bring cutting-edge academic content and courses that enhance Yavapai College's offerings. His dedication to excellence in teaching and service was recognized with the NISOD Excellence Award in 2024.

He holds master's degrees in Information Management and Business and is currently completing his dissertation for a PhD in Information Technology. Guided by a vision of innovation and student success, Reid continues to advance Yavapai College's role in preparing students for emerging careers in computer science, artificial intelligence, and cybersecurity.



2025-2026 Senators

Division 1:

- Allen Magarrell - Gunsmithing
- Robert Smith - Welding
- Doug Harsh - CDT

Divisions 3/4:

- Chris Tenney - Music
- Mark Whitely - Psychology
- Maureen Costa - Art

Division 2:

- Randy Derr - Nursing
- Jerald Monahan – Administration of Justice
- Gillian Troxel - Nursing

Division 5:

- Gino Romero - Chemistry
- Kyle Russ-Navarro - Math
- Remi Adedokun - Accounting

Welcome New Faculty!

- Jake Dillard – Agriculture
- Mark Schabel – Enology
- Deb Snyder – Culinary
- SeoHee Park – Aviation
- Mindy Brandli – Nursing
- Arthur Taddei – Allied Health
- Michael Carter – Choral
- Ben Naasz – Performing Arts
- Ben Norton – Visual Arts
- Eric Hill – English
- Matthew Goodwin – Philosophy
- Chris Harrison – History
- Jessica Hawk – Biology
- Brenda Lee – Business



New Faculty Process

- 3-year mentoring process
- Mentor team members include:
 - New faculty
 - 2 experienced faculty members
 - Dean/Associate Dean/Program Director
- Ongoing support from the Peer Mentor Program Director, Dr. Tiffany Kragnes

Ongoing Faculty Development

- Faculty engage in ongoing professional development through attending conferences, conducting research, pursuing additional education, and more.
- This semester, we introduced a new Faculty Development Hub includes pathways for both full-time and adjunct faculty to engage in professional development.



AFIT Conference



Team Presentation



YCSA

2024-2025

Board Members



**YCSA President,
Ginney Bilbray**



**YCSA Vice President,
Heather Knowles**



**YCSA Secretary,
Layla Tenney**



**YCSA Treasurer,
Susanne Baker**



**YCSA Past President &
Board Mentor,
Julie Galgano**

YCSA Updated Webpage



YAVAPAI COLLEGE STAFF ASSOCIATION

A collective voice is crucial to achieving our goals, and we are committed to ensuring every staff member has the opportunity to be heard. Join us in shaping the future of Yavapai College through teamwork, and advocacy. Your voice is important, and together, we can create a stronger, more inclusive community for everyone.

YCSA Mission, Vision, and Values

Bylaws

Executive Board



President
Español
Ilbray



Vice-President
Heather Knowles



Secretary
Layla Tenney

Student Government Association 2025-2026

- Introduce Leadership Team
- SGA Senate Update
- Plans for 2025-2026





Talia Yazzie, President
Samuel Ogunrinu, Vice President
Jocelyn Taveras, Secretary
Alyssa Bullock, Treasurer

What we've done

- SGA Structure and Foundation
- FREE Feminine Hygiene Products
- Free access to Fitness Center for students
- 988 Suicide and Crisis Hotline Promotion
- Veteran support – Unheard 22
- You Belong Campaign
- Ruff's Closet
- Ruff's House – FREE Resources

READY to do more!



YC Senate



- Strengthens YC students' voice
- 5 Senator - Chosen by students
- Orientation October



Yavapai College Budget to Actual Status by Fund August 2025

The President's Monthly report below provides a brief financial status of each of the District's five funds as of August 31, 2025.

Source: Monthly Revenue and Expenditure
Financial Reports

General Fund



As of August 31, 2025, the General Fund has a surplus of \$1,972,000. Encumbered obligations are high as this is the beginning of the year. We will see those decrease as they convert to funds expended.

For the fiscal year ended June 30, 2026, the General Fund is projected to be within budget.

Auxiliary Fund



As of August 31, 2025, the Auxiliary Fund has a slight surplus due to the collection of Fall 2025 semester Residence Hall revenues. For the fiscal year ended June 30, 2026, we anticipate the fund to be balanced.

Unexpended Plant Fund



As of August 31, 2025, the Unexpended Plant Fund has a deficit of \$9,387,000. This is primarily a timing issue and a deficit is quite common early in the year due to encumbrances for projects already on the books. We expect to see this smooth downward in the coming months as allocated revenues are also recognized.

For the fiscal year ended June 30, 2026, the Unexpended Plant Fund is projected to be within budget.

Restricted Fund



The Restricted Fund, which accounts for federal, state and private monies, includes expenditures that are restricted to the amount of grants or gifts received and which do not exceed the grant award or gift received. Restricted Funds are primarily driven by federal financial aid which will fluctuate depending on the financial needs of our students. As of August 31, 2025, the Restricted Fund currently has a modest 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 and includes the interest earned on the unspent 2024 Revenue Bond debt proceeds. The interest earned on the debt proceeds will be transferred to the Plant fund later in the fiscal year.

For the fiscal year ended June 30, 2026, the Debt Service Fund is projected to have a small surplus due to the interest earned on unspent bond proceeds.

Yavapai College Cash Reserves August 2025

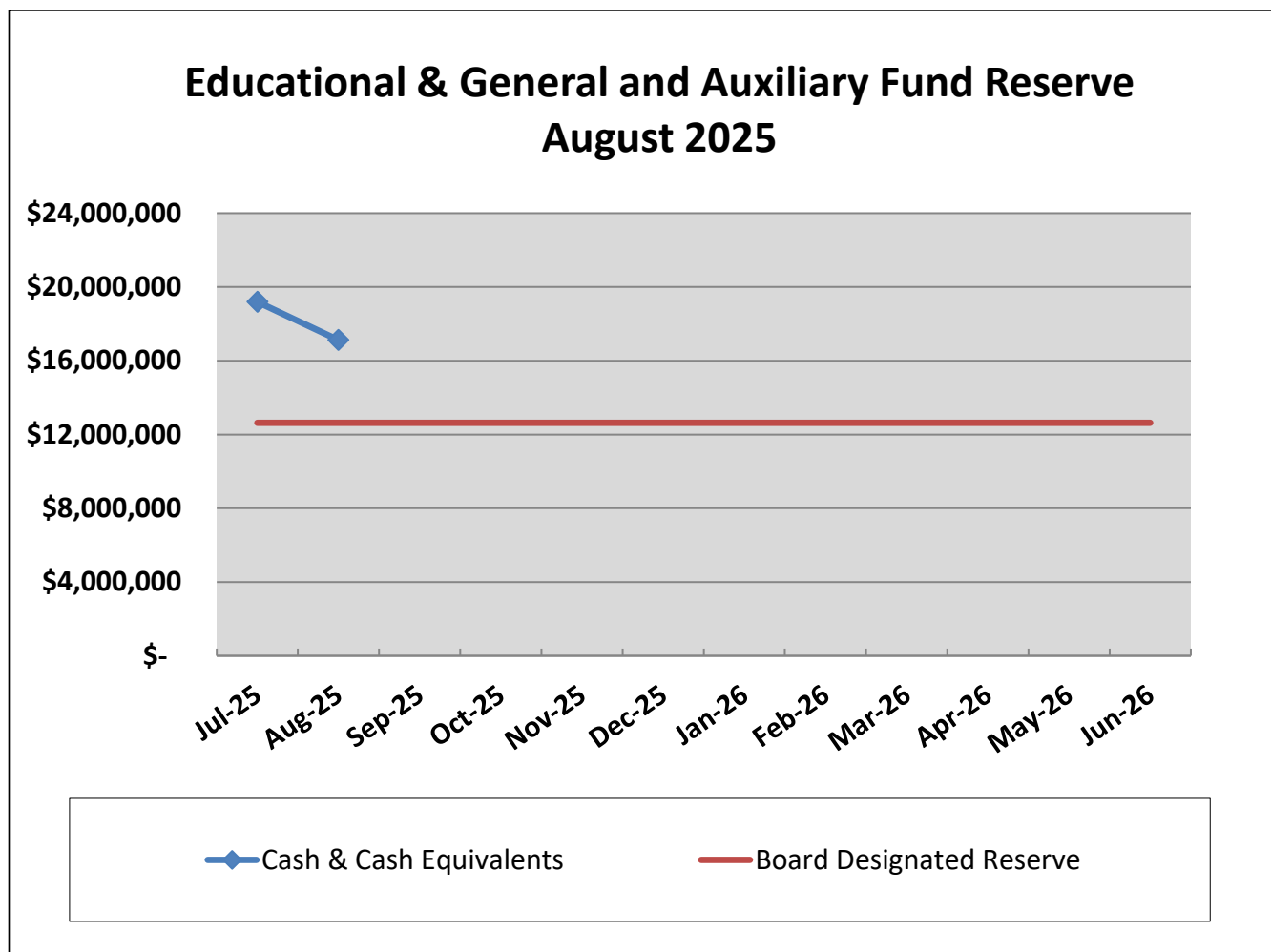
The President's monthly report on cash reserves below displays the District's reserves as of August 31, 2025, in relation to the District Governing Board's (DGB) reserve requirements.

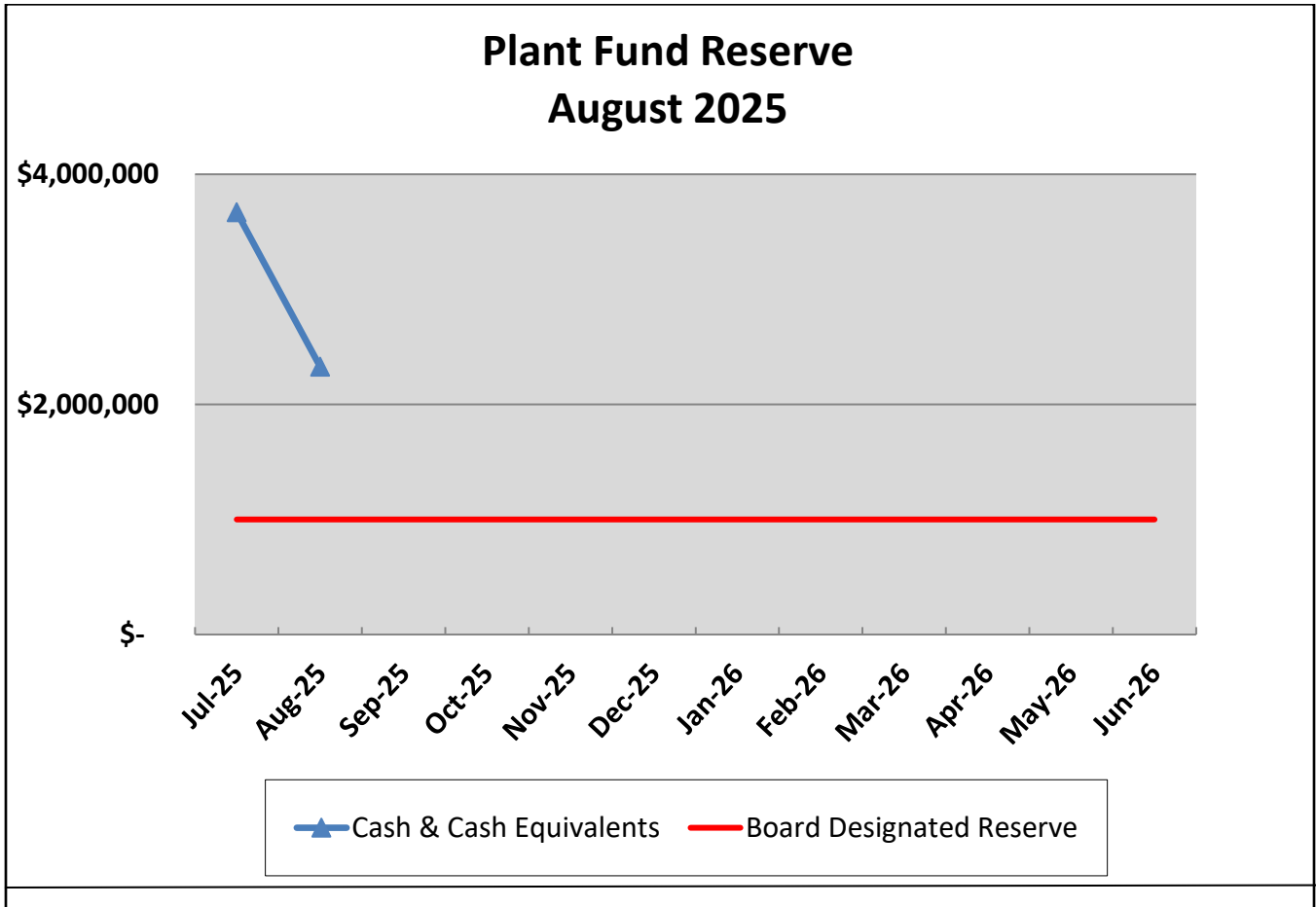
Source: Banner Finance



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

As of August 31, 2025, Current Fund reserves have exceeded the DGB's reserve requirements.





Plant Fund Reserves shall not drop below \$1 million.

As of August 31, 2025, Plant Fund reserves have exceeded the DGB’s designated reserve. A bond draw and capital accumulation draw is planned for September.

2025-2026

District Governing Board Calendar Dates

Dates, Time, and Location	Board Meeting Type
Tuesday, September 23, 2025 1:00pm Online	Regular Meeting
Tuesday, October 28, 2024 1:00pm Online	Regular Meeting
Tuesday, November 18, 2025* 1:00pm Online Change to the 19 th , 20 th , or 21 st	Regular Meeting
Friday, December 12, 2025 5:00pm TBA	Board Dinner
Tuesday, January 27, 2026 9:00am – 4:00pm Online	Edit Policy & Attorney Education Workshop
Tuesday, February 24, 2026 9:00am – 4:00pm Online	Budget Workshop & Regular Meeting
Tuesday, March 31, 2026** 1:00pm Online	Regular Meeting
Tuesday, April 21, 2026 1:00pm Online	Regular Meeting
Tuesday, May 19, 2026 TIME: TBA Online	Special Meeting
Tuesday, May 26, 2026 1:00pm Online	Truth in Taxation & Budget Public Hearing/Adoption Business Meeting
Thursday, May 28, 2026 9:00am-4:00pm Online	Board Self-Assessment Workshop

Third Tuesday is Thanksgiving Week *

Third Tuesday is Spring Break Week **

Yavapai College
District Governing Board
Special Meeting

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

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
Ms. Meghan Paquette, YC Promise Program Director, EC/Promise
Mr. Ryan Grey, Director of Technology Engagement and Strategy
Mr. Travis Munday, Police Sergeant, Campus Safety
Mr. Tyran Payne, Chief of Police, Campus Safety
Ms. Wendy Swartz, Chief Business Officer

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

Minutes

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=a7aeb6a6-9eac-4a71-aeb2-b31d016ca472>

1. General Functions: Procedural

a. Call to Order {Time: 1}

Board Chair McCasland called the Special Meeting to order at 3:00 p.m.

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*)

This agenda item begins at 15:00:12.

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=a7aeb6a6-9eac-4a71-aeb2-b31d016ca472&start=11.494135>

Board Member Kuykendall moved, seconded by Board Member Payne, to accept the consent agenda with one motion. The motion carried unanimously (Ayes: McCasland, Bracety, Kuykendall, Payne, and Kiel).

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

This agenda item begins at 15:02:53.

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=a7aeb6a6-9eac-4a71-aeb2-b31d016ca472&start=172.633315>

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

Chair McCasland adjourned the Board Special Meeting at 3:03 p.m.

Respectfully submitted:

Kimberly Whitman, Recording Secretary

Date

Mrs. Deb McCasland, Board Chair

Mr. Steve Bracety, Board Secretary

WAIVER OF CONFLICT OF INTEREST

Re: Waiver of Conflict of Interest regarding memorandum of understanding between Yavapai County and Yavapai Community College District for internships.

The Yavapai College Governing Board, having reviewed the conflict of interest letter dated August 8, 2025, from Deputy County Attorney Thomas M. Stoxen of the Yavapai County Attorney's Office (the "YCAO"), affirms that it is fully informed and it consents to and understands the implications of waiving the conflict of interest of the YCAO between Yavapai County and Yavapai College all of which are clients of the YCAO.

Therefore, the Yavapai College Governing Board approves the Waiver of Conflict of Interest and consents to YCAO preceding with preparation and review of and provide legal services related to the above-referenced matters on behalf of Yavapai County and related draft agreements, including any additional contracts, intergovernmental agreements, follow-on agreements, amendments, renewals, or extensions between Yavapai County and Yavapai College concerning the Memorandum of Understanding for internships.

Dated: _____, 2025.

Yavapai Community College District

By: _____

Printed Name / Title

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the Arizona Board of Regents ("ABOR") and Yavapai County Community College District, dba Yavapai College ("College"), which are sometimes collectively referred to in this Agreement as "Parties" and each individually as a "Party."

RECITALS

1. Pursuant to A.R.S. § 11-952, the Parties may enter into agreements with each other for joint cooperative action provided each agency has been authorized by their legislative or other governing body.
2. Pursuant to A.R.S. § 15-1625(B), ABOR is authorized to enter into agreements.
3. Pursuant to A.R.S. §15-1705, Legislature established the Arizona Community College Promise Program ("Promise Program") and authorized ABOR to administer it upon the availability of funding.

Now, therefore, for and in consideration of the foregoing, the covenants and promises contained below and for other good and valuable consideration, the Parties agree as follows:

TERMS

1. Purpose. The purpose of this Agreement is to enable the College to participate in the Promise Program.
2. Term. This Agreement shall commence on the date of last signature ("Effective Date") and shall remain in effect until June 30, 2030, unless terminated by either Party, according to the terms of this Agreement. The Parties may extend this Agreement at any time by mutual written agreement.
3. Termination. Either Party may terminate this Agreement upon thirty (30) calendar days written notice prior to the actual date of termination. The Parties do not contemplate the joint acquisition of any property in the performance of each Party's respective obligations under this Agreement. Any property purchased by a Party shall be promptly returned to the purchasing Party upon termination of this Agreement for any reason.
4. College Responsibilities.
 - a. The College will comply with A.R.S. §15-1705 and ABOR Policy pertaining to the Promise Program.
 - b. The College will establish policies or guidelines outlining qualified expenses for which Promise monies can be used and the College's approach for prioritizing and awarding funds to students.
 - c. The College will verify prior to distributing funds to the student the following for each student that participates in the Promise Program:
 - i. The student satisfies the College's admissions standards and is admitted to the College;
 - ii. The student qualifies as a resident student, per A.R.S. § 15-1802.01;

- iii. The student timely completed and submitted the Free Application for Federal Student Aid for the applicable year and meets the income eligibility criteria for a Federal Pell grant;
- iv. The student has completed a Federal Education Rights and Privacy Act (FERPA) compliant release authorizing the College to share individual student data, records, and information, including personally identifiable information, with ABOR or ABOR's designee, including designated contractors, necessary for purposes of administering the Promise Program and determining the student's continued Promise Program eligibility.
- d. The College will collaborate with ABOR's Executive Director, or the Executive Director's designee, regarding ABOR's administration of the Promise Program.
- e. The College will apply Promise Program financial aid to the students prior to the reimbursement from ABOR as provided below. No scholarship recipient will be penalized by the delay in reimbursement by ABOR.
- f. The College will use Promise Program funds received from ABOR only for those costs and purposes allowed by A.R.S. § 15-1705.
- g. The College will submit to ABOR, through ABOR's Executive Director or the Executive Director's designee, actual full-time equivalent enrollment in the Scholarship Program and other documents as requested.
- h. The College will submit to ABOR, through ABOR's Executive Director or the Executive Director's designee, any data requested by ABOR.

5. ABOR Responsibilities.

- a. In consultation with the College, ABOR will develop and implement centralized administrative processes for the Promise Program, including:
 - i. Data collection and reporting;
 - ii. Distributing monies in the Arizona Community College Promise Program Fund as provided by A.R.S. §15-1705. This distribution may occur after the beginning of the semester and scholarship recipients will not be penalized by the College due to the reimbursement date.
- b. ABOR will distribute monies from the Arizona Community College Promise Program Fund to the College each fiscal year that the College continues participation, according to the procedures established by ABOR Policy 4-323.

6. Contract Administrators.

For ABOR:

Matthew Tantau
2700 N. Central Ave., Suite 400

Phoenix, AZ 85004
602-229-2500
Mattnew.Tantau@azregents.edu

For College:
Director of Procurement & Contract Services
1100 E. Sheldon Street
Prescott, AZ 86301
procurement@yc.edu

7. Relationship Created. Except as otherwise provided by law, in the performance of this Agreement both Parties will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, 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.
8. Independent Contractor. ABOR is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. ABOR's employees shall not be considered employees of the College, and the College's employees shall not be considered employees of ABOR. Neither ABOR nor College personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.
9. Failure of the Arizona Legislature to appropriate. The Parties recognize that performance by ABOR depends upon appropriation of funds by the State Legislature of Arizona. If the Legislature fails to appropriate the necessary funds, or if ABOR's appropriation is reduced during the fiscal year, ABOR may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. No liability shall accrue to the ABOR or any other agency of the State of Arizona in the event this provision is exercised, and neither the ABOR nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. ABOR agrees to notify College as soon as reasonably possible after ABOR knows of the loss of funds.
10. Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, concerning the subject matter of this Agreement, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement.
11. Amendment. The Parties understand and specifically agree that the terms of this Agreement may be amended from time to time only upon written agreement signed by each Party.
12. Severability. In the event any term, condition, covenant, stipulation, agreement or provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of any such term,

condition, covenant, stipulation, agreement or provision shall in no way affect any other term, condition, covenant, stipulation, agreement or provision contained in this Agreement.

13. Waiver. The waiver by any Party of a breach of any term, covenant or condition in this Agreement shall not be deemed a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant, or condition of this Agreement.
14. Notices and Requests. Except as otherwise indicated, all notices, waivers, demands, requests and other communications required or permitted by this Agreement (collectively, "Notices") shall be in writing and shall be effective only if sent by one or more of the following methods: (a) personal delivery; or (b) United States registered or certified mail, return receipt requested, postage prepaid, addressed to the Party at the respective addresses set forth opposite their names below, or to any other address or addresses as either Party shall designate from time to time by notice given to the other in the manner provided in this section:

If to ABOR:

Chad Sampson
Executive Director Arizona Board
of Regents
2700 N. Central Ave., Suite 400
Phoenix, AZ 85004
chad.sampson@azregents.edu

For College:

Director of Procurement & Contract Services
1100 E. Sheldon Street
Prescott, AZ 86301
procurement@yc.edu

Unofficially, copies of Notices will be sent to the email addresses provided. Notices given or served by personal delivery shall be deemed to have been received upon tender to the respective Party. Notices given or served by mail shall be deemed to have been given or served as of the date of delivery (whether accepted or refused) established by the United States Postal Service return-receipt.

15. Assignment and Delegation. Neither Party shall assign nor delegate any of its rights, interest, obligations, covenants, or performance under this Agreement. Any termination shall not relieve either Party from liabilities or costs already incurred under this Agreement.
16. Applicable Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.

17. Conflict of Interest. The requirements of A.R.S. § 38-511 apply to this Agreement. Either Party 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 one Party is, at any time while this Agreement or any extension is in effect, an employee, agent, or consultant of the other Party with respect to the subject matter of this Agreement.
18. Nondiscrimination. The Parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the Parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
19. Dispute Resolution. In the event of any dispute between the Parties relating to this Agreement, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) days, the Parties will submit the dispute to non-binding arbitration to be conducted by mutually agreed upon arbitrators and pursuant to mutually agreed upon rules. Each Party shall bear their respective costs of arbitration.
20. Arbitration. In accordance with A.R.S. § 12-1518(B), the Parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.
21. Signature Authority. By signing below, the signer certifies that he or she has the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein.
22. Counterparts. This Intergovernmental Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

SIGNATURE PAGE FOLLOWS
REMAINDER OF PAGE DELIBERATELY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth below the signature of each Party's duly authorized representative.

For the ARIZONA BOARD OF REGENTS:

Chad Sampson, Executive Director

Date

For the YAVAPAI COLLEGE

Deb McCasland, District Governing Board Chair

Date

IGA DETERMINATION - ABOR

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by legal counsel for ABOR.

Approved as to form:

ABOR General Counsel:

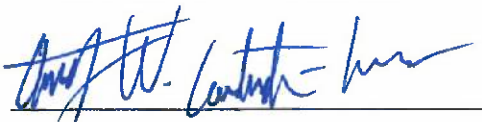
Date:

IGA DETERMINATION - COLLEGE

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by legal counsel for the College.

Attorney for Yavapai County Community College District:

Date:



9-3-2025

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Two Months Ended August 31, 2025 - 16.7% of the Fiscal Year Complete

Fiscal Year 2025-2026

SUMMARY - ALL FUNDS

	Year-to-Date Revenues		Year-to-Date Revenues	Budget	Percent of Budget	FY25/26 Estimate	Estimate to Budget Variance
REVENUES:							
General Fund	\$ 15,991,733		\$ 15,991,733	\$ 65,207,600	24.5%	\$ 65,207,600	\$ -
Restricted Fund	5,403,456		5,403,456	21,772,500	24.8%	21,772,500	-
Auxiliary Fund	1,929,057		1,929,057	9,106,600	21.2%	9,106,600	-
Unexpended Plant Fund	3,748,488		3,748,488	21,973,700	17.1%	21,973,700	-
Debt Service Fund	262,990		262,990	1,577,900	16.7%	1,577,900	-
TOTALS	27,335,723		27,335,723	119,638,300	22.8%	119,638,300	-

		Year-to-Date Expenditures	Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	Budget	Percent of Actual and Non- Labor Encumbrances to Budget	FY26/26 Estimate	Estimate to Budget Variance
EXPENDITURES (note 1):									
General Fund		\$ 12,079,833	\$ 30,297,205	\$ 28,357,648	\$ 14,019,389	\$ 65,207,600	21.5%	\$ 65,207,600	\$ -
Restricted Fund		4,200,618	3,219,172	2,636,093	4,783,697	21,772,500	22.0%	21,772,500	-
Auxiliary Fund		1,275,709	3,160,763	2,756,503	1,679,968	9,106,600	18.4%	9,106,600	-
Unexpended Plant Fund		2,334,950	10,800,398	-	13,135,348	21,973,700	59.8%	21,973,700	-
Debt Service Fund		1,413	-	-	1,413	1,577,900	0.1%	1,577,900	-
TOTALS		19,892,523	47,477,537	33,750,245	33,619,815	119,638,300	28.1%	119,638,300	-
SURPLUS/(DEFICIT)					\$ (6,284,092)	-			

COMMENTS:

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

The budget currently has a deficit of \$(6,284,092).

The FY25/26 estimate is currently \$0

Through the first month, 28.1% of budget has been committed (excluding labor encumbrances) compared to 22.8% of revenues received.

The deficit is attributed to timing and

General Fund	1,972,343	
Restricted Funds	619,759	
Plant Fund	(9,386,860)	Timing issue as in-process project have large encumbrances but a large portion of revenue is by monthly allocation
Auxiliary Funds	249,089	
Debt Service Funds	261,577	
	(6,284,092)	

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND EXPENDITURES BY NACUBO NATURAL EXPENSE CATEGORIES

For the Two Months Ended August 31, 2025 - 16.7% of the Fiscal Year Complete

Fiscal Year 2025-2026

	<u>Year to Date</u>	<u>Prior Year</u>	<u>Percent Change</u>	
Salaries	\$ 5,882,065	\$ 5,629,963	4.5%	1
Benefits	2,193,426	2,096,383	4.6%	2
Supplies	1,430,163	1,240,204	15.3%	3
Contractual Services and Other	1,677,555	1,526,999	9.9%	4
Utilities & Communications	333,644	356,414	-6.4%	5
Travel, Conferences & Memberships	213,926	163,710	30.7%	6
Scholarships	349,054	316,403	10.3%	7
	<u>\$ 12,079,833</u>	<u>\$ 11,330,076</u>	6.6%	

- 1** - Salaries increased due to annual compensation increases and the addition of several new positions.
- 2** - Benefits increased due to new positions added in the current fiscal year (results in additional FICA, retirement etc.), medical plan premium increases, and higher tuition/fee waiver benefits due to the new bachelor's program.
- 3** - Supplies increased from the prior year due to increased technology related purchases, and price increases.
- 4** - Contractual Services increased from the prior year due to the purchase of the new Banner SAAS upgrade platform, Coursedog software, price increases and the timing of purchases.
- 5** - Utilities decreased from the prior year due to dip in electricity costs.
- 6** - Travel, Conferences & Memberships increased from the prior year due air and hotel price increases.
- 7** - Scholarships decreased due to Promise and Honors declines.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Two Months Ended August 31, 2025 - 16.7% of the Fiscal Year Complete

Fiscal Year 2025-2026

RESTRICTED FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>	<u>FY25/26 Estimate</u>	<u>Estimate to Budget Variance</u>
REVENUES:							
Federal Grants and Contracts	\$ 3,525,573		\$ 3,525,573	\$ 11,302,700	31.2%	\$ 11,302,700	\$ -
State Grants and Contracts	24,416		24,416	247,500	9.9%	247,500	-
Private Gifts, Grants and Contracts	213,770		213,770	1,246,200	17.2%	1,246,200	-
Proposition 301 Workforce Development	344,830		344,830	1,562,000	22.1%	1,562,000	-
Proposition 207 Workforce Development	495,000		495,000	2,970,000	16.7%	2,970,000	-
State Appropriation - STEM Workforce	177,550		177,550	710,200	25.0%	710,200	-
Fund Balance Applied to Budget	622,317		622,317	3,733,900	16.7%	3,733,900	-
TOTAL REVENUES	<u>5,403,456</u>		<u>5,403,456</u>	<u>21,772,500</u>	<u>24.8%</u>	<u>21,772,500</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>	<u>FY25/26 Estimate</u>	<u>Estimate to Budget Variance</u>
EXPENDITURES (Note 1):								
Instruction	\$ 459,737	\$ 1,662,586	\$ 1,176,693	\$ 945,630	\$ 5,141,600	18.4%	\$ 5,141,600	\$ -
Academic Support	26,886	104,622	104,622	26,886	-	100.0%	-	-
Institutional Support	17,392	66,201	66,201	17,392	-	100.0%	-	-
Student Services	81,603	153,777	131,977	103,403	654,100	15.8%	654,100	-
Operation/Maintenance	17,030	75,386	-	92,416	3,733,900	2.5%	3,733,900	-
Scholarships	3,202,056	-	-	3,202,056	8,862,300	36.1%	8,862,300	-
Public Service	395,914	1,156,600	1,156,600	395,914	3,380,600	11.7%	3,380,600	-
TOTAL EXPENDITURES	<u>4,200,618</u>	<u>3,219,172</u>	<u>2,636,093</u>	<u>4,783,697</u>	<u>21,772,500</u>	<u>22.0%</u>	<u>21,772,500</u>	<u>-</u>
SURPLUS/(DEFICIT)				<u>\$ 619,759</u>				

COMMENTS:

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

The Budget currently has a surplus of \$619,759.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Two Months Ended August 31, 2025 - 16.7% of the Fiscal Year Complete

Fiscal Year 2025-2026

AUXILIARY FUND

	Budgeted Revenues	Budgeted Expenses	Budgeted Surplus/ (Deficit)	Actual Revenues	Actual Expenditures and Non-Labor Encumbrances	Year-to-date Surplus/ (Deficit)	FY25/26 Estimate Surplus/ (Deficit)	Estimate to Budget Variance
AUXILIARY ENTERPRISES								
Residence Halls	\$ 1,262,000	\$ 410,100	\$ 851,900	\$ 595,462	\$ 108,090	\$ 487,372	\$ 851,900	\$ -
Transfer To Debt Fund to Pay Revenue Bonds	(403,300)	-	(403,300)	(67,050)	-	(67,050)	(403,300)	-
Subtotal - Residence Halls and Summer Conferences	858,700	410,100	448,600	528,412	108,090	420,322	448,600	-
Bookstore Rental and Commissions	20,000	-	20,000	-	-	-	20,000	-
Food Services	1,918,000	2,152,000	(234,000)	639,311	581,624	57,687	(234,000)	-
Vending	30,000	-	30,000	-	-	-	30,000	-
Employee/21+ Student Housing & Facility Rentals	989,200	485,500	503,700	172,855	148,957	23,898	503,700	-
Edventures & Community Education	47,000	72,900	(25,900)	-	8,086	(8,086)	(25,900)	-
Winery - Tasting Room	270,000	360,100	(90,100)	13,973	62,251	(48,278)	(90,100)	-
Family Enrichment Center	882,370	1,216,300	(333,930)	94,620	173,386	(78,766)	(333,930)	-
Community Events	1,135,600	1,256,800	(121,200)	14,101	189,647	(175,546)	(121,200)	-
Performing Arts Productions	300,000	303,100	(3,100)	38,291	38,291	-	(3,100)	-
SBDC (Federal Grant Match Requirement)	-	193,100	(193,100)	-	27,757	(27,757)	(193,100)	-
Yavapai College Foundation	601,500	601,500	-	87,067	87,067	-	-	-
Other Auxiliary Enterprises	409,700	457,800	(48,100)	11,127	40,612	(29,485)	(48,100)	-
General Fund Transfer In	1,644,530	-	1,644,530	329,300	-	329,300	1,644,530	-
Contingency	-	100,000	(100,000)	-	-	-	(100,000)	-
Facilities & Administrative Allocation	-	1,497,400	(1,497,400)	-	214,200	(214,200)	(1,497,400)	-
	\$ 9,106,600	\$ 9,106,600	\$ -	\$ 1,929,057	\$ 1,679,968	\$ 249,089	\$ -	\$ -

Comments:

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

The Budget currently has a surplus of \$249,089.

UNEXPENDED PLANT FUND

Page 41 of 43

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Two Months Ended August 31, 2025 - 16.7% of the Fiscal Year Complete

Fiscal Year 2025-2026

DEBT SERVICE FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>FY26/26 Budget</u>	<u>Percent of Budget</u>	<u>FY25/26 Estimate</u>	<u>Estimate to Budget Variance</u>
REVENUES:							
Investment Income	\$ 6		\$ 6	\$ -	100.0%	\$ -	\$ -
General Fund Transfer In	195,400		195,400	1,172,400	16.7%	1,172,400	-
Auxiliary Fund Transfer In	67,217		67,217	403,300	16.7%	403,300	-
Fund Balance Applied to Budget	367		367	2,200	16.7%	2,200	-
TOTAL REVENUES	262,990		262,990	1,577,900	16.7%	1,577,900	-

		<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>FY25/26 Estimate</u>	<u>Estimate to Budget Variance</u>
<u>DEBT SERVICE FUND</u>									
EXPENDITURES (Note 1):									
Revenue Refunding Bonds - 2024									
Principal Payments		\$ -	\$ -	\$ -	\$ -	\$ 555,000	0.0%	\$ 555,000	\$ -
Interest Payments		-	-	-	-	617,400	0.0%	617,400	-
Revenue Bonds - 2013					-				
Principal Payments		-	-	-	-	375,000	0.0%	375,000	-
Interest Payments		-	-	-	-	28,300	0.0%	28,300	-
Bank Fees		1,413	-	-	1,413	2,200	64.2%	2,200	-
TOTAL EXPENDITURES		1,413	-	-	1,413	1,577,900	0.1%	1,577,900	-
SURPLUS/(DEFICIT)					\$ 261,577	\$ -			

COMMENTS:

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

The Budget currently has a surplus of \$261,577.

Through the second month, 100% of budget has been committed compared to 16.7% of revenues received. This is a timing issue which will even out as allocations are made in coming months. Estimate to Budget variance is expected to be \$0

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

For the One Month Ended August 31, 2025

District Governing Board

Fiscal Year 2025-26 Budget:

\$ 257,013

		Year-to-Date Expenditures	Encumbered Obligations	Total Expenditures/ Encumbrances	
	Purpose				
EXPENDITURES (note 1):					
Salary Expenses	Staff Support	19,540	77,501	97,041	
ACCT Leadership Conference (New Orleans)	Registration/Travel	8,254	-	8,254	
AZ CC Administrators Conference (Tucson)	Registration/Travel	320	-	320	
Osborn Maledon, PA	Legal Services	8,799	59,451	68,250	
Assoc Comm Coll Trust	Professional Services	3,000	-	3,000	
Other - Various	Supplies/Food/Other	40	-	40	
Printing/Postage	Printing/Postage	169	-	169	
					<u>177,073</u>
Remaining Budget - August 31, 2025					<u><u>79,940</u></u>