

Yavapai College
District Governing Board
Regular Meeting

Tuesday, October 28th, 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 captions, 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. Board Business
 - a. Executive Session
 - i. A.R.S. § 38-431.03(A)(3) & (A)(4), Discussion with the College’s Attorney to Receive Legal Advice and Consider Its Position and Instruct Its Representatives Regarding Its Position on a Potential Contract Related to the Clarkdale Campus– **PROCEDURAL** {Time: 30}
 - b. Reconvene in Public Session
 - i. Possible Action to Confirm Consultation Provided on Yavapai College Property – **DECISION** {Time: 5}
3. Study Session
 - a. Presidents Report – Dr. Lisa Rhine – **INFORMATION** – {Time: 60}
 - i. College Council – Dr. Douglas Berry, Dr. Marylou Mercado, Dr. Janet Nix, and Mr. Rodney Jenkins
 1. Faculty Senate – Dr. Heather Leavitt, Faculty Senate President (*Attached*)
 2. Staff Association – Ms. Ginney Bilbray, Staff Association President (*Attached*)
 3. Student Government Association – Ms. Talia Yazzie, Student Government President - (*Attached*)
 - ii. Budget to Actual Monthly Reports and Cash Reserves Monthly Reports – September (*Attached*)
 - b. Yavapai College Housing and Other Capital Projects Update – Dr. Clint Ewell, Chief Operation Officer – **INFORMATION** (*Attached*) {Time: 25}
 - c. Board Liaisons’ Reports - **INFORMATION AND DISCUSSION** {Time: 10}
 - i. Board Spokesperson – Board Chair Deb McCasland
 - ii. AACCT Board Representative – Board Chair Deb McCasland
 - iii. Yavapai College Foundation – Board Secretary Steve Bracety

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4. Continued Board Business
 - c. District Governing Board Schedule – Ms. Yvonne Sandoval, Executive Assistant – **INFORMATION, DISCUSSION, DECISION** - {Time: 5} (*Attached*)
 - i. District Governing Board Edit Policy and Attorney Education Workshop – Tuesday, January 27th, 2026
 - d. 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 – **INFORMATION, DISCUSSION AND DECISION** {Time: 15}
 - e. Consideration of In-Person Board Meetings – **INFORMATION, DISCUSSION AND DECISION** {Time: 15}
 - f. Consent Agenda – **DECISION** {Time: 5}
 - i. Board Regular Meeting Minutes September 23rd, 2025 (*Attached*)
 - ii. Intergovernmental Agreement Between Yavapai College and Arizona Healthcare Cost Containment System (*Attached*)
 - iii. Yavapai College’s Provost New Curriculum Proposal (*Attached*)
 1. Bachelor of Design in Visual Design
 - iv. Yavapai College’s Workforce Development and Health Sciences New Curriculum Proposal (*Attached*)
 1. HVAC Service Technician Certificate
 2. Robotics Certificate
 3. Bachelor of Applied Science in Public Safety Administration
 - v. Receipt of Reports on Revenues and Expenditures for September 2025 (*Attached*)
 - vi. 2024 – 2025 Yavapai College All College Council Annual Report (*Attached*)
5. Adjournment of Board Regular Meeting: Procedural – **DECISION** {Time: 1}

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Faculty Association Update

Heather Leavitt, PhD
Education Faculty
Faculty Association President
October 28, 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

Brandelyn Andres is a professor of art history, teaching courses on art history, art appreciation, and two-dimensional design. Her research specializes on women and marriage rituals in the ancient world. She has worked in Cyprus as a research assistant for the Terracotta Sculptural Study, part of the Princeton Archaeological Expedition, and has an extensive background in art gallery administration and management. Brandelyn has published on the craft of macrame, the paintings of artist and filmmaker David Lynch, and the use of plants for the maintenance of female sexual and reproductive health in the ancient Mediterranean. She is the chair of the Yavapai College Respect Campaign and a member of the Yavapai College Justice Institute advisory board. She is currently working on her victim advocacy certificate here at Yavapai College.



Faculty Senate Officer Duties

- **Secretary** – Takes meeting minutes, manages Senate meetings, manages Senate email address
- **Treasurer** – Manages faculty's charitable contributions budget
- **VP Internal** – Tracks faculty committee service and helps fill vacancies, coordinates committee elections, liaison between senate and faculty chairs
- **VP External** – Supports collegewide efforts outside of faculty, e.g. planning Evening of Stars student recognition night
- **President** – Leads Senate meetings, collaborates with college leadership, represents faculty at College Council

Recent Senate Tasks

- Collaborating with college leadership on course tiers
- Working to promote professional development for both full time and adjunct faculty
- Planning Evening of Stars student recognition night
- Supporting the Elev8 with 8 efforts
- Working on college's intellectual property policy
- Meeting with leadership prior to College Council



YCSA Monthly Meetings Updates





YCSA Meeting Guest Speakers

September: Signal Seeking 101 with Robyn Bryce, Executive Director of Learning and Educational Innovation, and Ryan Gray, Director of Technology Engagement and Strategy.

October: YC HLC Accreditation Update with Megan Crossfield, Director of Academic Initiatives.

November: Angel Tree information from Gwen Payne, Senior Advisor, Financial Aid, and the holiday food drive and food boxes with Deborah Chambers, Student Affairs.

The **December** meeting will be dedicated to service. We will use our meeting to make the food boxes for the holiday food drive.



Student Government Association 2025-2026

- Talia Yazzie, SGA President
- Senate update
- Informative Session/Guest Speakers



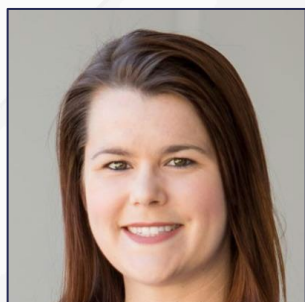
Senate Update

- Online
- Prescott Campus/Residence Halls
- Prescott Valley Center
- Verde Valley Campus/Sedona Center



Tutoring Services and AI Tutoring

Ustadza White, Director of Library & Tutoring Services



Open Educational Resources (OER)

Megan Crossfield, Director, Academic Initiatives



Thank YOU!



Yavapai College Budget to Actual Status by Fund September 2025

The President's Monthly report below provides a brief financial status of each of the District's five funds as of September 30, 2025.

Source: Monthly Revenue and Expenditure
Financial Reports

General Fund



As of September 30, 2025, the General Fund has a surplus of \$156,000. 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.

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 September 30, 2025, the Restricted Fund currently has a surplus of \$649,000 and is expected to be within budget for the fiscal year.

Unexpended Plant Fund



As of September 30, 2025, the Unexpended Plant Fund has a deficit of \$7,449,000. 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.

Auxiliary Fund



As of September 30, 2025, the Auxiliary Fund has a surplus due to the collection of Fall 2025 Residence Hall revenue receipts but offsetting expenses have not yet been incurred.

For the fiscal year ended June 30, 2026, we anticipate the fund to be balanced.

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.

Encumbrances on expenses have been realized but the revenue transfers to account happen throughout the year, therefore the fund currently reflects a deficit. 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 September 2025

The President's monthly report on cash reserves below displays the District's reserves as of September 30, 2025, in relation to the District Governing Board's (DGB) reserve requirements.

Source: Banner Finance

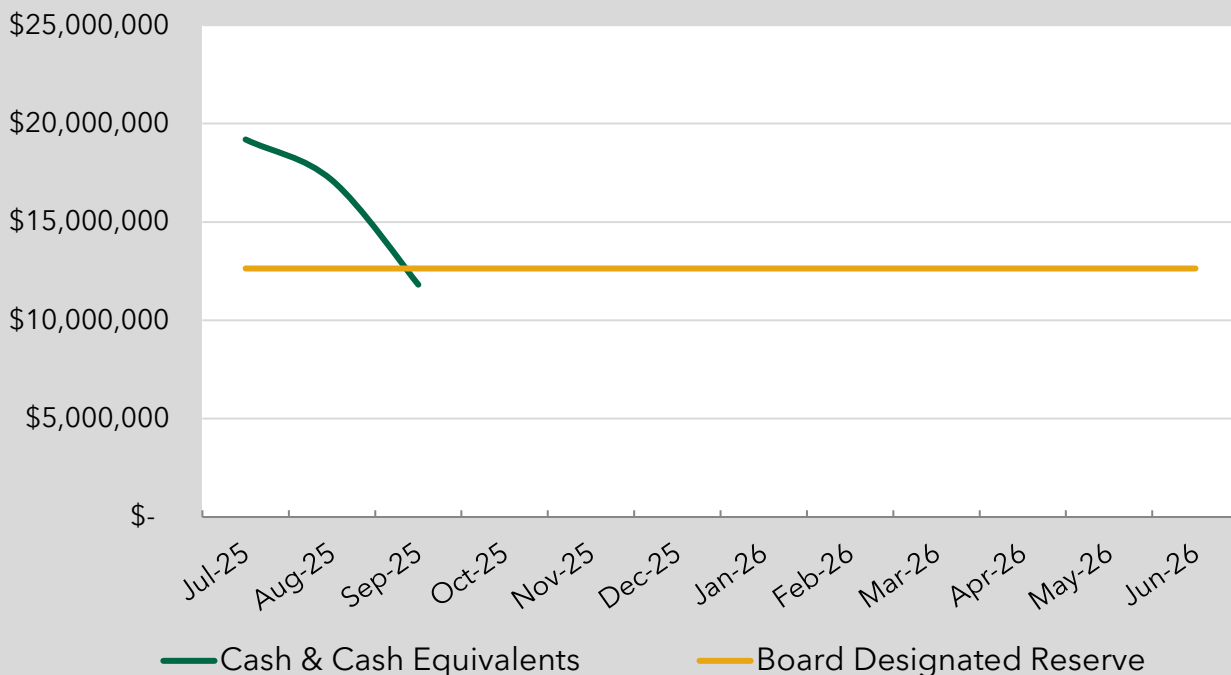
Education & General + Auxiliary Fund Reserve



Board policy states that Current Fund Reserves shall not drop below seventeen percent (17%) of operating budgets. However, it is common for reserves to dip in September right before property taxes are distributed to the College in October.

Although the September 30, 2025, fund reserve is at 16% of the operating budget level, we anticipate the normal tax cycle to bring the reserve above the policy floor again in October.

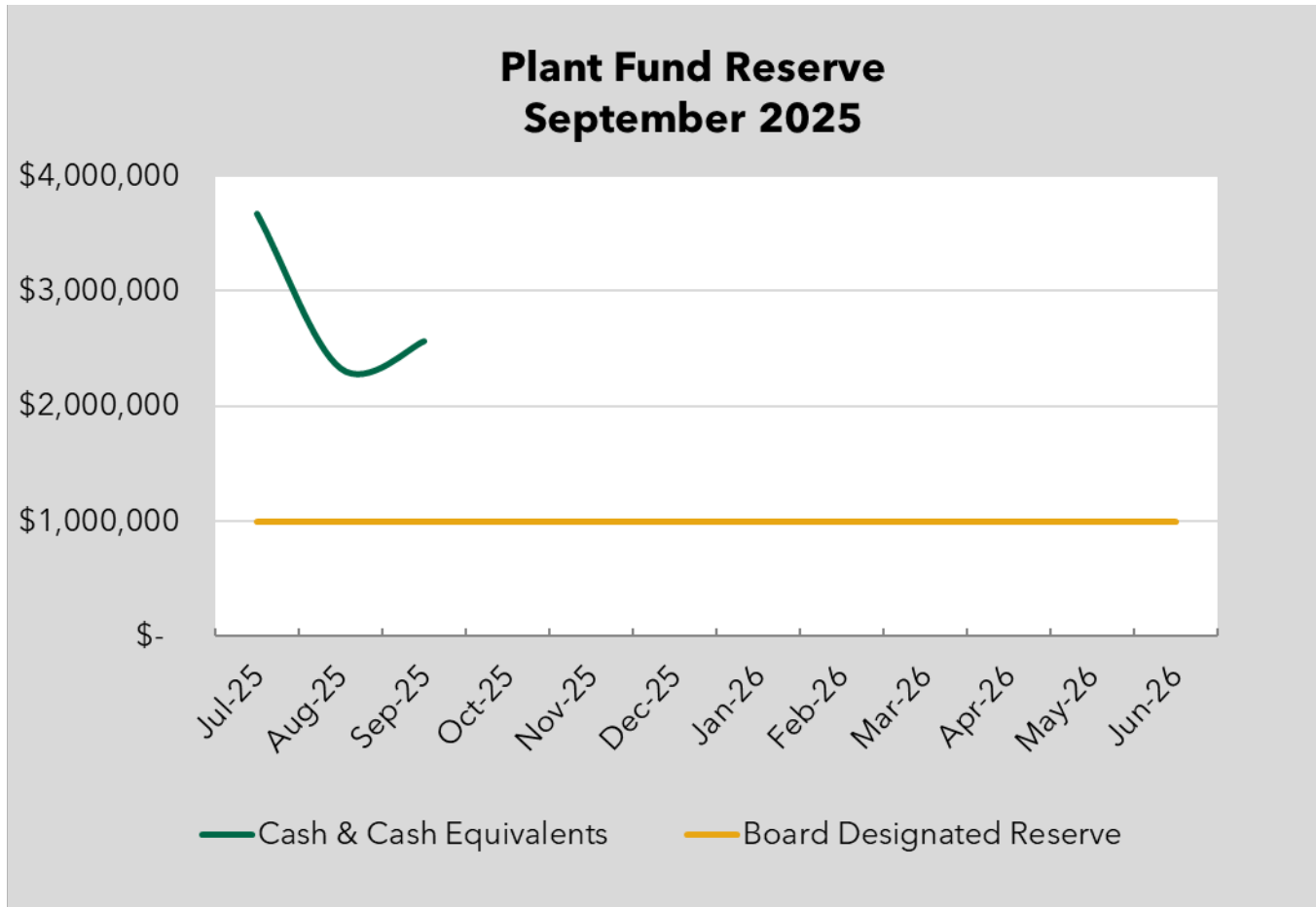
Educational & General and Auxiliary Fund Reserve September 2025



Plant Fund Reserve



The Plant Fund Reserve shall not drop below \$1 million. The Plant Fund Reserves continues to exceed policy requirements.



Housing and other Capital Project Updates

*Prepared for
District Governing Board
October, 2025*



History

- Student Housing
 - Prescott Campus
 - Supai (1970-2015)
 - Marapai (1975-) ~110 Beds
 - Kachina (1991-) ~110 Beds

FY20 Housing Study

YAVAPAI COLLEGE

Student Housing and Hotel
Development Public Private
Partnership (P3) Consulting
Services

Market Findings
December 19th 2019

 BRAILSFORD & DUNLAVEY



- YC Demand
 - 74* students West County
 - 56 students East County
 - 25** employees
- Students want
 - Private bedroom
 - More autonomy (i.e. apartments)
- Employees want to live off-campus
- Generally need ~400 beds for a financially self-sustaining Public-Private Partnership

FY23 Housing Research Summary

- Hotels/ apartments >\$500/ ft
- New Traditional \$350/ ft - **\$460/ ft**
- RV Trailer \$306/ ft
- Modular \$297/ ft
- Manufactured \$235/ft - **\$267/ ft**
- YC Tiny \$184/ ft
- RV Pad ~\$15k ea



Today's Context

- Prescott Cost of Living Index
 - 22% above national average
 - Housing is 104% over national average

Salary Needed to Purchase Median Price Home (\$555k) in Yavapai County

Required Annual Salary: \$147,000

Assumptions:

- Home Price: \$555,000 (Aug 2025)
- Down Payment: \$10,000
- Interest Rate: 6.40% (30-year fixed)
- Debt-to-Income (DTI) Ratio: 35%
- Property Taxes: 0.59% annually (Yavapai County average)
- Homeowners Insurance: 0.5% annually
- PMI: 0.8% annually (down payment < 20%)

Yavapai County Median \$66,106 (2023)

Yavapai College Median \$69,525 (2025)

YC Housing Today

Thanks to DGB Vision & Budgetary Support

- Student Housing
 - Prescott Campus: Residence Halls (220 beds)
 - Prescott Pines:
 - 20 Cabins (70 Beds)
 - 1 Lodge (20 Beds)
- Workforce Housing
 - Prescott Campus: 1 x 1BR Apartment
 - Prescott Pines: 10 houses
- Flexible Housing (Student or Workforce)
 - Verde Valley: 10 RV spots
 - Prescott Pines: 10 RV spots
 - Flexible: 4 travel trailers

YC Housing Tomorrow

By end of FY2026

- Student Housing
 - Prescott Campus: Residence Halls (220 beds)
 - Prescott Pines:
 - 20 Cabins (70 Beds)
 - 1 Lodge (20 Beds)
 - Verde Valley
 - 2 Houses (24 beds) (8/26)
- Workforce Housing
 - Chino Valley: 4 Tiny Homes (1/26), Amenities (6/26)
 - Prescott Campus: 1 x 1BR Apartment
 - Prescott Pines: 10 houses, 1 house (1/26)
 - Verde Valley: 3 Tiny Homes (1/26), Amenities (6/26)
- Flexible Housing (Student or Workforce)
 - Chino Valley: 16 RV Spots (1/26)
 - Verde Valley: 10 RV spots
 - Prescott Pines: 10 RV spots, 5 RV spots (8/26)
 - Flexible: 4 travel trailers

Housing Issues & Related

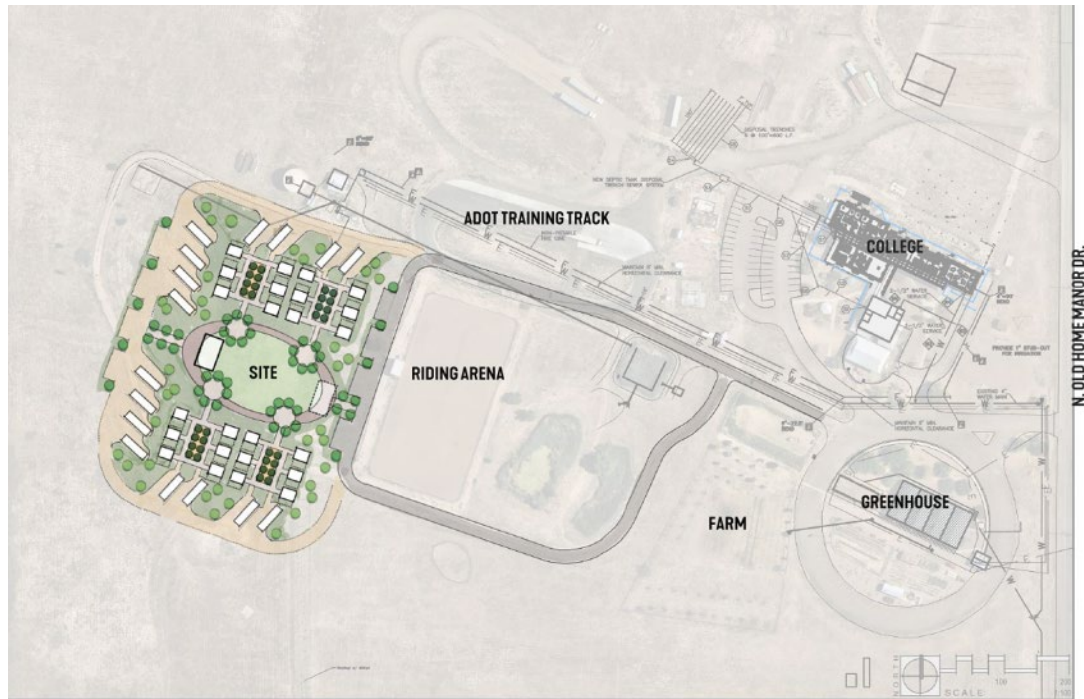
- Issues

- AZ Department of Housing
 - Manufactured Housing
 - Tiny Homes
- Town of Chino Valley

- Related

- Prescott Pines
 - By Spring: FV Yurts, Cafeteria, Main Field, Chapel
 - By Summer: Bathhouse, FV western town, FV field, Gym

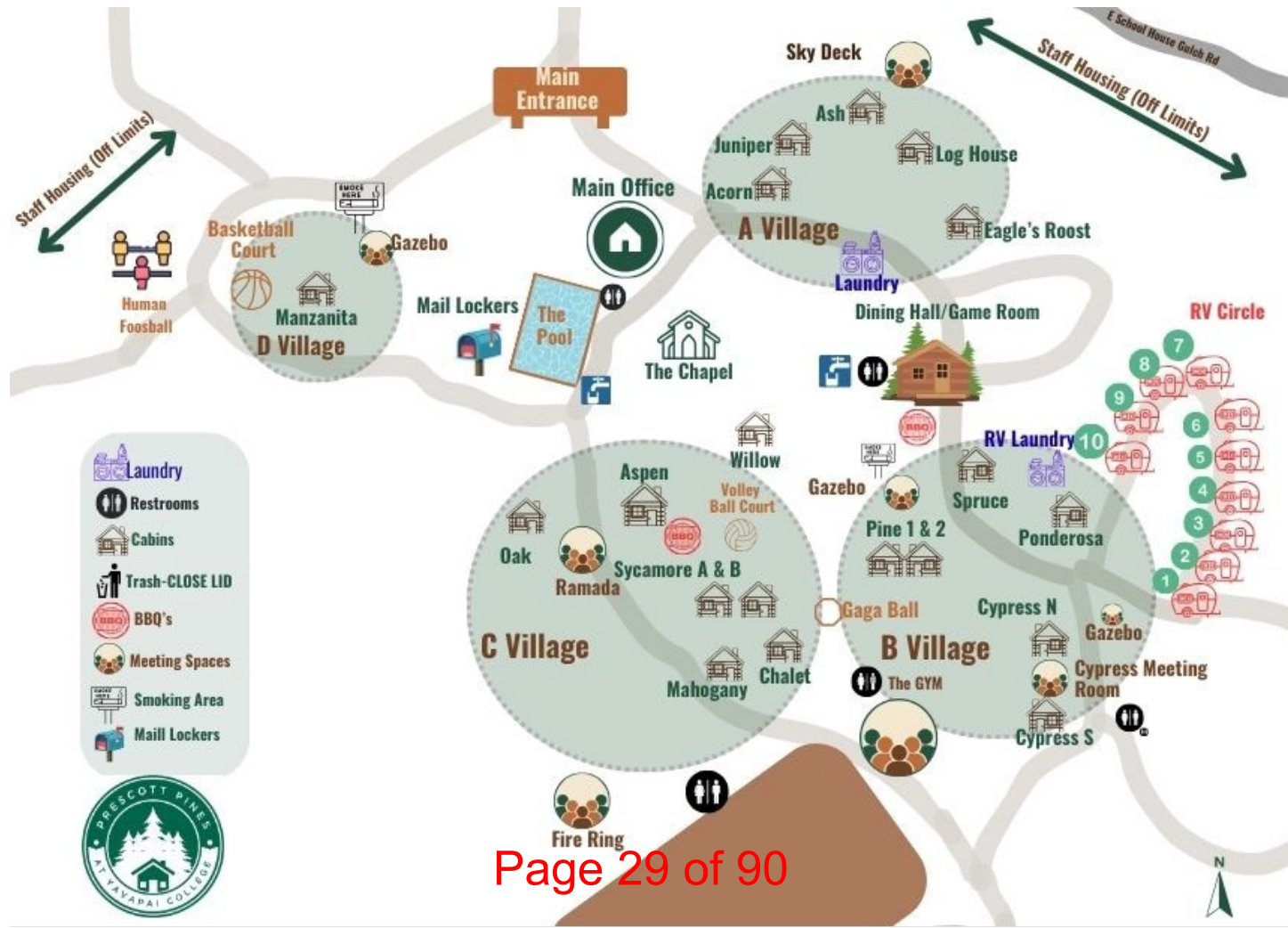
Chino Valley



Prescott Pines

Completed Workforce

- Prospector Place
- Gate House
- Hilltop
- Granite
- Thumb Butte
- Bradshaw
- Black
- Summit
- Quartz
- Miner's Dream
- (Claim Jumper 1/26)



Completed Student

- Village A
 - Acorn
 - Ash
 - Eagle
 - Juniper
 - Log
- Village B
 - Cypress
 - Pine
 - RV Circle
 - Spruce
- Village C
 - Aspen
 - Chalet
 - Mahogany
 - Oak
 - Sycamore
 - Willow
- Village D
 - Manzanita

Verde Valley RV Park



Verde Valley Expansion



Other Capital Project



Thank You!

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
Wednesday, November 19, 2025* 1:00pm Online	Regular Meeting
Tuesday, January 27, 2026 1:00pm – 4:00pm Online Options: 13 th or 22 nd , 2026	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 1:00pm 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
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>

Members Present:

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

Administration Present:

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

MINUTES

<HTTPS://YAVAPAI.HOSTED.PANOPTO.COM/PANOPTO/PAGES/VIEWER.ASPX?ID=A11BF6E5-E3C9-4D62-89AD-B36101602578>

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

Meeting called to order by Chair McCasland at 1:00pm

This agenda item begins at 13:00:00

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=269.11529>

- b. Pledge of Allegiance {Time: 1}

The Pledge of Allegiance was led by Board Member Kiel

This agenda item begins at 13:00:08

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=273.803305>

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

Chair McCasland explained the general time constraints for the meeting. It was noted the President's Report was for information only to focus on student achievement, community impact and educational means for student success.

This agenda item begins at 13:00:35

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=300.485787>

- 2. Study Session
 - a. President's 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*)

This agenda item begins at 13:01:28

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=407.842355>

- 2. Staff Association – Ms. Ginney Bilbray, Staff Association President
(*Attached*)

This agenda item begins at 13:07:43

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=735.93543>

- 3. Student Government Association – Talia Yazzie, Student Government President - (*Attached*)

Mr. Samuel Ogunrinu presented on behalf of Ms. Talia Yazzie and the Student Government Association.

This agenda item begins at 13:12:48

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=1090.708881>

- ii. Budget to Actual Monthly Reports and Cash Reserves Monthly Reports for August 2025 (*Attached*)

This agenda item begins at 13:18:09

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=1353.314503>

- b. Yavapai Works Presentation – Dr. Marylou Mercado, Vice President of Workforce Development & Health Sciences – **INFORMATION** {Time: 10}

This agenda item begins at 13:18:20

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=1369.241346>

Board Member comments on presentations given during the President's Report were made at this time. Comments can be found at the link below.

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=1882.701473>

- 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

This agenda item begins at 13:26:56

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=1882.701473>

Board members provided reports regarding each of the topics indicated above.

- 3. Board Business
 - a. Yavapai College District Governing Board Travel – Board Chair McCasland - **INFORMATION, DISCUSSION AND DECISION** {Time: 10}

This agenda item begins at 13:30:54

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=2116.273495>

The Board discussed the need to limit travel due to potential cost overruns for the Governing Board's budget. There was some discussion regarding the budget categories and when it is considered and adopted by the Board.

- b. Association of Community College Trustee (ACCT) Delegate Conference Selection for Yavapai College – Board Chair McCasland – **INFORMATION, DISCUSSION AND DECISION** {Time: 10}

This item begins at 13:37:23

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=2506.27029>

Board Chair McCasland moved, seconded by Board Secretary Bracety, to appoint Board Member Kuykendall to represent Yavapai College as the ACCT Delegate during the 2025 ACCT Congress in New Orleans, happening on October 22nd-24th, 2025. The motion carried unanimously (Ayes, McCasland, Bracety, Kiel, Payne and Kuykendall).

- 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.

This item begins at 13:40:00

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=2664.467662>

Board Executive assistant, Yvonne Sandoval, provided information about Governing Board meeting dates that needed to be changed or added to the Boards calendar.

Board Chair McCasland moved, seconded by Board Member Payne, to add a Special Board Meeting on May 19th, 2026 at 1pm and reschedule the November 18th Regular Board Meeting to November 19th, at 1pm. The Motion carried unanimously (Ayes: McCasland, Bracety, Payne, Kiel and Kuykendall).

- 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.

This agenda item begins at 13:44:45

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=2948.916097>

Board members Kiel and Payne discussed their desire and the potential requirement to visit the College's campuses to comply with statutory requirement.

Board member Kiel moved, seconded by Board Member Kuykendall, to place this item on a future agenda. The motion carried unanimously (Ayes: McCasland, Bracety, Kiel, Payne, and Kuykendall).

- ii. **For Consideration of Inclusion on a Future Meeting Agenda:** In-Person Board Meetings

This agenda item begins at 13:50:43

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=a11bf6e5-e3c9-4d62-89ad-b36101602578&start=3127.739455>

Board Member Kiel moved, seconded by Member Kuykendall, to place this item on a future agenda. The motion carried unanimously (ayes: McCasland, Bracety, Kiel, Kuykendall and Payne).

- 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*)

This agenda item begins at 13:54:08

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=3512.930623>

Board member Kiel asked to pull agenda item iv from the Consent Agenda for discussion.

Board Member Kiel moved, seconded by Member Payne, to approve Consent Agenda items i, ii, and iii. The motion carried unanimously (Ayes: McCasland, Bracety, Kiel, Payne and Kuykendall).

Board member Kiel indicated that he would like additional information regarding the College's financial information presented in the summary report.

Board Member Kiel moved, seconded by Member Payne, to approve Consent Agenda item iv contingent upon his receipt of additional information. The motion did not pass (Ayes: Kiel, Payne, Nay's: McCasland, Bracety, Kuykendall).

Board Chair McCasland moved, seconded by Board Secretary Bracety, to approve Consent Agenda item iv. The motion carried unanimously (Ayes: McCasland, Kuykendall, Payne, Bracety and Kiel).

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

This agenda item begins at 1:11:28

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=48386a56-f378-4342-99da-b361016e8137&start=4287.843166>

Board Chair McCasland moved, seconded by Board Secretary Bracety, to adjourn the September Regular District Governing Board Meeting. The motion carried unanimously (Ayes: McCasland, Payne, Kiel, Bracety and Kuykendall).

Respectfully submitted,

Kimberly Whitman, Recording Secretary

Date

Mrs. Deb McCasland, Board Chair

Mr. Steve Bracety, Board Secretary

ARIZONA
HEALTH CARE COST
CONTAINMENT SYSTEM

INTERGOVERNMENTAL AGREEMENT AMENDMENT

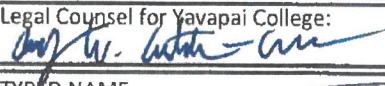
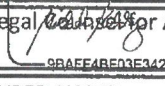
1. AMENDMENT #: 1	2. CONTRACT #: YH24-0055 CTR068221	3. EFFECTIVE DATE OF AMENDMENT: Upon Final Signature	4. PROGRAM: DBHH
5. CONTRACTOR/PROVIDER NAME AND ADDRESS: Yavapai County Community College District Governing Board 1100 East Sheldon Street Prescott, AZ 86301			
6. PURPOSE: To insert the attached SUBG Annual Price Sheet, Budget Narrative and Justification, and Uniform Terms and Conditions for the Contract term October 1, 2025, through September 30, 2026. To extend the Contract term through September 30, 2026, and increase the Contract amount by \$54,818.			

7. THE ABOVE REFERENCED CONTRACT IS HEREBY AMENDED AS FOLLOWS:

- Insert the attached SUBG Annual Price Sheet, Budget Narrative and Justification and Uniform Terms and Conditions for the Contract term October 1, 2025, through September 30, 2026.
- Extend the Contract term through September 30, 2026, and increase the Contract amount by \$54,818.
- All other portions of the Contract remain in effect.

Electronic Submission: A portable document file (PDF) copy of this amendment shall serve as the original.

8. IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

9. NAME OF CONTRACTOR/PROVIDER: YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD		10. ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM	
SIGNATURE OF AUTHORIZED INDIVIDUAL:		SIGNATURE: Signed by:  4046B78F5C08487	
TYPED NAME: Deb McCasland		TYPED NAME: Tracey Thomas	
TITLE:		TITLE: Procurement Manager	
DATE:		DATE: 9/30/2025	
Yavapai County Community College District Attorney In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned attorney of the agency, who has determined that the Agreement is in the proper form and is within the powers and authority granted under the laws of the State of Arizona to Yavapai College.		In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned attorney of the agency, who has determined that the Agreement is in the proper form and is within the powers and authority granted under the laws of the State of Arizona to AHCCCS.	
Legal Counsel for Yavapai College: 		Legal Counsel for AHCCCS:  8BAFF4BF03E3423	
TYPED NAME		TYPED NAME: Michael Kielsky	
TITLE: Attorney		TITLE: Deputy General Counsel	
DATE: 10-2-2025		DATE: 9/30/2025	

PRICE SHEET
FUNDING / METHOD OF REIMBURSEMENT
SUBG Annual
October 1, 2025 – September 30, 2026
Yavapai College
YH24-0055

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$31,251
ERE	\$2,528
Travel	\$3,821
Equipment	\$0
Supplies	\$1,710
Contractual	\$2,500
Construction	\$0
Other	\$3,550
Total Direct Charges	\$45,360
Indirect Charges or Admin (If authorized)	\$9,458
TOTAL	\$54,818

With prior written approval from the Program Manager, the contractor is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require an amendment.

Indirect Costs are subject to the approved indirect cost agreement or the de minimus rate for non-federal entities in conformance with Uniform Guidance, 2 CFR 200.414.

All travel related expenditures will require the original receipts and will not exceed the State allowable rates which can be found at <https://gao.az.gov/publications/saam>.

The information provided below is solely to comply with 2 CFR Part 200, Grants & Agreements §200.331:

Grantor: Substance Abuse & Mental Health Services Administration (SAMHSA)

Grantee: Arizona Health Care Cost Containment System

Grant Name: Substance Abuse Prevention, Treatment, and Recovery Services Block Grant

ALN/CFDA: 93.959

Federal Award Identification Number (FAIN)	Contract Award	Contract Period	Award Amount	Issue Date	Award Period	Period of Performance (Project Period)	FFATA (Y/N)
B08TI088091	\$54,818	10/01/25 – 09/30/26	\$47,813,195	09/11/2025	10/01/24-09/30/26	10/01/24-09/30/26	Y

Budget Narrative and Justification
SUBG Annual
October 1, 2025 – September 30, 2026
Yavapai College
YH24-0055

A. Personnel:

Position (1)	Name (2)	Key Staff (3)	AnnualSalary/Rate (4)	Level of Effort (5)	Total Salary Charged to Award (6)
Program Coordinator	Eric Barnes	Y	\$23.65/hour x 24/hours x 48/weeks	100%	\$27,245
Student Worker #1	TBD	N	\$16.69/hour x 6/hours x 40/weeks	100%	\$4,006
FEDERAL REQUEST					\$31,251

JUSTIFICATION:

- **Eric Barnes, Program Coordinator:** This position reports directly to Kellie Porter, manager of Yavapai College's Alcohol and Other Drugs (AOD) Prevention Programs. This position is responsible for supporting and organizing prevention education with a holistic approach that addresses key risk and protective factors, mental health influences, and overall student well-being; planning, implementing, and evaluating AOD program initiatives, ensuring alignment with established program goals through the continual incorporation of SMHSA's Strategic Prevention Framework (SPF); and overseeing data collection and reporting to evaluate program effectiveness and identifying areas for improvement. The Program Coordinator will work directly with students through one-on-one meetings, interventions, resource referrals, and partnerships with community organizations. This position is responsible for organizing student workshops and monthly prevention events focused on reducing underage drinking and marijuana use, as well as supervising the Student Worker; and collaborating with external evaluators to ensure program fidelity and effectiveness and building partnerships with campus departments and community organizations to enhance prevention efforts and expanding student support services. Additional duties include coordinating student prevention and wellbeing activities, developing training materials, creating promotional content for grant activities, managing social media, collecting and tracking survey data, writing reports and performing other related tasks as assigned.
- **TBD, Student Worker #1:** This position is responsible for staffing the office, leading peer-led substance use education and awareness programs, engaging with fellow students, and referring peers to campus and community resources. Additional duties include hosting tabling events, supporting workshops, club activities, and late-night sober events-all in alignment with the grant's objectives.

B. Fringe Benefits:

Position (1)	Name (2)	Rate (3)	Total Salary Charged to Award (4)	Total Fringe Charged to Award (5)
Program Coordinator	Eric Barnes	8.09%	\$27,245	\$2,204
Student Worker #1	TBD	8.09%	\$4,006	\$324
FEDERAL REQUEST				\$2,528

JUSTIFICATION: The fringe rate for all part-time workers is 8.09%, which includes taxes (FICA and Medicare) and Worker's Compensation insurance.

C. Travel:

Please note: All travel expenditures will require itemized receipts and will not exceed the State allowable rates which can be found in the State of Arizona Accounting Manual (SAAM) <https://gao.az.gov/state-arizona-accounting-manual-saam>.

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost Charged to the Award (5)
Inter-Campus Travel	YC Verde Campus	Mileage (roundtrip) x 2 per year	112 roundtrip x 2 trips x \$0.67	\$150
Inter-Campus Travel	CTEC Campus	Mileage (roundtrip) x 2 per year	20-mile round trip x 2 trips x \$0.67	\$27
NASPA Strategies Conference Jan 14-18, 2026	Chicago, IL	Airfare	\$400/each x 2 staff	\$800
NASPA Strategies Conference Jan 14-18, 2026	Chicago, IL	Shuttle to Phoenix (roundtrip)	\$110/each x 2 staff	\$220
NASPA Strategies Conference Jan 14-18, 2026	Chicago, IL	Hotel	\$179/night x 4 nights x 2 staff + 13.55% taxes and fees	\$1,626
NASPA Strategies Conference Jan 14-18, 2026	Chicago, IL	Meals per diem – Travel days	\$61.50/day x 2 days x 2 staff	\$246
NASPA Strategies Conference Jan 14-18, 2026	Chicago, IL	Meals per diem – Conference days	\$82/day x 3 days x 2 staff	\$492
NASPA Strategies Conference Jan 14-18, 2026	Chicago, IL	Ground Transportation	\$65/each x 2 staff x 2 days	\$260
FEDERAL REQUEST				\$3,821

JUSTIFICATION:

- **Inter-Campus Travel:** Inter-campus travel promotes collaboration with stakeholders, facilitates resource tabling events across the Yavapai County Community College District, and supports participation in events with prevention community partners throughout Arizona.
- **NASP Strategies Conference:** The Yavapai College Assistant Director of Social Services and the Program Coordinator will attend the NASPA Strategies Conference for professional development, exposure to emerging trends, and the implementation of best practices in alcohol and other drug (AOD) prevention. The conference also provides an opportunity for staff to learn best practices for implementing and executing Certified Peer Educator (CPE) programs, which are a key strategy for engaging students in prevention and wellness initiatives. Attendance strengthens primary prevention capacity and aligns with the College's commitment to student wellness and compliance with federal prevention requirements. Meal per diem is based on State of Arizona per diem rates, with travel days reimbursed at 75% of the daily rate. Lodging is budgeted at the published conference hotel rate, which is below the allowable lodging per diem.
- **Transportation:** This includes shuttle service between Prescott and Phoenix Sky Harbor International Airport, as well as ground transportation in the destination city.

D. Equipment (Over \$10,000 per item):

Item(s) (1)	Quantity (2)	Amount (3)	% Charged to the Award (4)	Total Cost Charged to the Award (5)
FEDERAL REQUEST				\$0

JUSTIFICATION:

E. Supplies (Items costing less than \$10,000 per unit):

Item(s) (1)	Rate (2)	Cost (3)
Printing Services – YC Level Up Challenge Workbook	8.5 x 11 color, cover/binding = \$4.00/each x 50	\$200
Printing Services – Certified Peer Educator Trainer/Student Workbook	8.5 x 11 grayscale, cover/binding = \$1.50/each x 40	\$60
Printing Services – Event/Educational Resource Flyers	8.5 x 11 color = \$0.11/each x 5,000	\$550
Printing Services – Event/Educational Resource Flyers	12 x 18 color = \$0.60/each x 700	\$420
Printing Services – Prevention & Wellness Rack Cards	Double sided color = \$0.24/each x 2,000	\$480
FEDERAL REQUEST		\$1,710

JUSTIFICATION:

- **YC Level Up Challenge Workbook:** Essential for guiding participants in building healthy habits. The challenge supports primary alcohol and drug prevention through self-assessments, alternative activities, and harm reduction strategies while promoting wellness in nutrition, exercise, mental health and social connection.
- **Certified Peer Educator Trainer/Student Workbook:** CPE is a 12-hour training for collegiate peer educators, building skills in listening, bystander intervention, and programming to support peer-led alcohol and drug prevention. Printed facilitator and student workbooks ensure structured learning, accessibility, and engagement, providing a lasting resource for effective training and application.
- **Event/Educational Resource Flyers/Posters:** Covers design and printing costs for flyers, posters, and brochures for tabling events and outreach to promote prevention programming and healthy choices.
- **Prevention/Wellness Rack Cards:** Covers design and printing costs for educational rack cards featuring primary prevention messaging and data specific to YC students. These will be used at tabling events and outreach to share prevention programming and healthy choice information.

F. Contractual:

COSTS FOR CONTRACTS MUST BE BROKEN DOWN IN DETAIL AND A NARRATIVE JUSTIFICATION PROVIDED. A SEPARATE ITEMIZED BUDGET IS REQUIRED FOR EACH CONTRACTOR. IF APPLICABLE, NUMBERS OF CLIENTS SHOULD BE INCLUDED IN THE COSTS.

Name (1)	Service (2)	Rate (3)	Other (4)	Cost (5)
"The Buzz" Alcohol Education	Annual License Fee	\$2,000	\$0	\$2,000
"Vive18" Prevention Toolkit	Annual License Fee	\$500	\$0	\$500
FEDERAL REQUEST				\$2,500

JUSTIFICATION:

- **"The Buzz" Alcohol Education:** License fee for alcohol awareness, safety, and prevention curriculum fee to "Tech Launch Arizona – University of Arizona". "The Buzz" is an interactive, game-based training for students and young adults to raise awareness of the risks of alcohol/substance misuse, to increase knowledge of protective factors, and to help students thrive and build resilience skills. thebuzz.arizona.edu, (includes data on evidence of the success of the program).
- **Vive 18 Prevention Toolkit:** This program offers 18 evidence-based, interactive activities for small groups. The lessons focus on engaging students in discussions about mental health promotion and substance use prevention. Outcomes include improved self-esteem, boundary-setting, goal setting, resistance to peer pressure, and healthy coping strategies.

G. Construction: NOT ALLOWED

H. Other: (Include Other Consultants):

Item (1)	Rate (2)	Cost (3)
NASPA Certified Peer Educator – Student Training Enrollment	\$30 per student x 40 students	\$1,200
Vive18 Prevention Toolkit Staff Training	\$280 x 2 staff	\$560
NASPA Strategies Main Conference Registration	\$795 x 2 staff	\$1,590
Wellness Survey Data Incentive Gift Cards	\$25 gift card x 8	\$200
FEDERAL REQUEST		\$3,550

JUSTIFICATION:

- **NASPA Certified Peer Educator Training Enrollment:** CPE is a 12-hour training course for collegiate peer educators that covers skills such as active listening, bystander intervention, and programming strategies. These skills help students support peers, promote healthy behaviors, and strengthen peer-led alcohol and drug prevention efforts by fostering informed decision-making and positive social norms.
- **Vive18 Prevention Toolkit Staff Training:** The Coordinator's will be trained to facilitate 18 evidence-based, interactive activities from the Vive18 Prevention Toolkit. These activities will be used to train various student groups, including student-athletes, campus residents, peer leaders, and student employees. Additionally, toolkit lessons will be integrated into classroom settings in collaboration with faculty.
- **NASPA Strategies Main Conference Registration:** The NASPA Strategies Conference will be held in Chicago, IL and provides student affairs practitioners with the knowledge and skills to effectively address collegiate alcohol and drug abuse prevention and well-being through a variety of comprehensive and integrative approaches. <https://www.naspa.org/events/strategies>
- **Wellness Survey Data Incentive Gift Cards:** Gift cards will be used as incentives to encourage student participation in the Statewide Survey. Incentives help increase response rates and ensure a more representative sample of the student population, strengthening the reliability and validity of the data. The resulting data are critical for assessing alcohol and other drug use, violence, and mental health trends among students for shaping effective prevention and wellness programming.

I. Total Direct Charges:

FEDERAL REQUEST – TOTAL DIRECT CHARGES -	\$45,360
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J. Indirect Cost Rate or Administration (See Footnote below):

Calculation (1)	Indirect Cost Charged to the Award (2)
28% of wages and fringe	\$9,458
FEDERAL REQUEST	\$9,458

JUSTIFICATION: Yavapai College has a federally approved indirect cost rate of 28%, applied to wages and fringe only. (Indirect Cost Rate Agreement will be provided by AHCCCS).

FOOTNOTE:

(1) Please specify whether utilizing indirect or administrative overhead.

(2) For administrative overhead, please provide a justification of costs included in administration.

(3) For indirect costs, please specify if using the de minimis rate or provide a copy of the approved indirect cost agreement. The de minimis rate for non-federal entities is subject to Uniform Guidance, 20 CFR 200.414.

K. Total Project Costs:

FEDERAL REQUEST – TOTAL PROJECT COSTS – (Sum of Total Direct Costs and Indirect (Or Admin) Costs)	\$54,818
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L. BUDGET SUMMARY (should include future years, as applicable to the grant, and projected total):

Category	Year 1	Total Project Costs
Personnel	\$31,251	\$31,251
Fringe	\$2,528	\$2,528
Travel	\$3,821	\$3,821
Equipment	\$0	\$0
Supplies	\$1,710	\$1,710
Contractual	\$2,500	\$2,500
Other	\$3,550	\$3,550
Total Direct Charges	\$45,360	\$45,360
Indirect Charges or Administration	\$9,458	\$9,458
Total Project Costs	\$54,818	\$54,818

Uniform Terms and Conditions
Version 10.5

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1. "AI" means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generative AI, and large language model (LLM) AI.
 - 1.2. "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.
 - 1.3. "Contract" means the combination of the Solicitation, including the Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.4. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.5. "Contractor" means any person who has a Contract with the State.
 - 1.6. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
 - 1.7. "Days" means calendar days unless otherwise specified.
 - 1.8. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
 - 1.9. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.10. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.11. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

- 1.12. "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.13. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
- 1.14. "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.15. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.
- 1.16. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits; then
 - 2.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.
- 3.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract

shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 3.8. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 3.9. Ownership of Intellectual Property
 - 3.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.
 - 3.9.2. "Government Purpose Rights" are:
 - 3.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
 - 3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and

- 3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- 3.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.
- 3.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- 3.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:
 - 3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;
 - 3.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and
 - 3.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.
- 3.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.
- 3.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their

employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.

- 3.12. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
- 3.13. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.
- 3.14. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
- 3.15. Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment, maintenance, provision, or sale of AI systems, then Contractor is prohibited from using State of Arizona Materials or Data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in advance by the State in writing.
 - 3.15.1. Contractor shall also disclose the utilization of generative AI before producing works owned by the State and/or integrating generative AI into Materials or Services used by the State.
 - 3.15.2. Contractor shall perform due diligence to ensure proper licensure of model training data for all generative AI services throughout the life of the Contract.
- 3.16. Certifications Required by State Law.
 - 3.16.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.
 - 3.16.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.
- 4.4. Applicable Taxes
- 4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.4.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.4.3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.4.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.
- 4.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
- 4.6.1. Accept a decrease in price offered by the Contractor;

- 4.6.2. Cancel the Contract; or
- 4.6.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity

includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

- 6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.
- 6.4. Force Majeure.
 - 6.4.1. Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

- 6.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the Materials are used;

- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4. Adequately contained, packaged, and marked as the Contract may require; and
 - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Conformity to Requirements.
- 7.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:
 - 7.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;
 - 7.3.1.2. Be free from defects of material and workmanship;
 - 7.3.1.3. Conform to or perform in a manner consistent with current industry standards; and
 - 7.3.1.4. Be fit for the intended purpose or use described in the Contract.
 - 7.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.
- 7.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.
- 7.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 7.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license

and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

- 7.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 7.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 7.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 7.10. Performance in Public Health Emergency. Contractor warrants that it will:
 - 7.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 7.10.1.1. Identification of response personnel by name;
 - 7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and
 - 7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.
 - 7.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.
 - 7.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

7.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

7.11. Lobbying

7.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

7.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

7.15. Survival of Rights and Obligations after Contract Expiration or Termination.

- 7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.
- 7.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

Certificate Of Completion

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Subject: YH24-0055 Yavapai College Amend 1

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Marie Horn

801 E. Jefferson St.

Phoenix, AZ 85034

marie.horn@azahcccs.gov

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Holder: Marie Horn

marie.horn@azahcccs.gov

Pool: StateLocal

Pool: Arizona Health Care Cost Containment System

Location: DocuSign

Location: Docusign

Signer Events

Michael Kielsky

Michael.Kielsky@azahcccs.gov

Deputy General Counsel

Security Level: Email, Account Authentication (None)

Signature

Signed by:

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Signature Adoption: Uploaded Signature Image
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Signed: 9/30/2025 1:55:28 PM

Electronic Record and Signature Disclosure:

Accepted: 9/30/2025 1:51:13 PM

ID: 1d0ed1e4-eab1-419c-b89c-ca8b3df4f8ad

Company Name: Carahsoft OBO Arizona Health Care Cost Containment System

Tracey Thomas

Tracey.Thomas@azahcccs.gov

Procurement Manager

AHCCCS

Security Level: Email, Account Authentication (None)

DocuSigned by:

4946B76F5F98482...

Signature Adoption: Pre-selected Style
Using IP Address: 68.230.81.49

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Signed: 9/30/2025 3:30:08 PM

Electronic Record and Signature Disclosure:

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Deb McCasland

deb.mccasland@yc.edu

Security Level: Email, Account Authentication (None)

Sent: 9/30/2025 3:30:12 PM

Resent: 9/30/2025 4:01:58 PM

Resent: 10/1/2025 10:16:03 AM

Viewed: 10/1/2025 10:53:07 AM

Electronic Record and Signature Disclosure:

Accepted: 10/6/2023 1:20:04 PM

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Company Name: Carahsoft OBO Arizona Health Care Cost Containment System

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

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Certified Delivery Events	Status	Timestamp
Carbon Copy Events Budget BUDGET@azahcccs.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign BHS Invoices BhSinvoices@azahcccs.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/28/2025 7:36:34 AM ID: 4d8672f4-7e15-4477-a838-4c33e6839b9b Company Name: Carahsoft OBO Arizona Health Care Cost Containment System		
Nereyda Ramirez nereyda.ramirez@azahcccs.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Julie Stevens Julie.Stevens@azahcccs.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Emma Hefton emma.hefton@azahcccs.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/14/2024 2:56:02 PM ID: 93b15fa3-6727-4fd2-a86d-5ab15561001d Company Name: Carahsoft OBO Arizona Health Care Cost Containment System		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/1/2025 10:53:07 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Health Care Cost Containment System (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arizona Health Care Cost Containment System:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: anthony.flot@azahcccs.gov

To advise Arizona Health Care Cost Containment System of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at anthony.flot@azahcccs.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Arizona Health Care Cost Containment System

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to anthony.flot@azahcccs.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arizona Health Care Cost Containment System

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to anthony.flot@azahcccs.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Arizona Health Care Cost Containment System as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Arizona Health Care Cost Containment System during the course of your relationship with Arizona Health Care Cost Containment System.

Yavapai College

Provost

Date: October 13, 2025
To: Dr. Lisa Rhine
From: Dr. Douglas Berry, Provost
RE: Curriculum Proposal – New Program

The following curriculum proposal has been reviewed by the appropriate faculty, Academic Division Dean, and the Curriculum Committee. I recommend approval of the Bachelor of Design in Visual Design.

Overview of New Program

Bachelor of Design in Visual Design

The Bachelor of Design in Visual Design prepares individuals to design integrated campaigns, print and packaging, motion, immersive environments, and interactive systems. Advanced studios focus on brand systems, experiential and interaction design—including complex interface architectures, microinteractions, reusable design-system patterns, and multisensory spatial communications—across multiple touchpoints.

Hands-on coursework mirrors professional practice through collaboration, audience research, prototyping, and real-world production. A capstone sequence and portfolio course synthesize research, substantiate design decisions, and deliver implementation-ready outcomes at a professional standard. Graduates present an interactive, industry-aligned portfolio of case studies demonstrating cross-platform fluency, evidence-based practice, and strategic visual thinking.

*Summary of **New** Program Proposal for*

Bachelor of Design in Visual Design

The Bachelor of Design in Visual Design prepares individuals to design integrated campaigns, print and packaging, motion, immersive environments, and interactive systems. Advanced studios focus on brand systems, experiential and interaction design—including complex interface architectures, microinteractions, reusable design-system patterns, and multisensory spatial communications—across multiple touchpoints.

Hands-on coursework mirrors professional practice through collaboration, audience research, prototyping, and real-world production. A capstone sequence and portfolio course synthesize research, substantiate design decisions, and deliver implementation-ready outcomes at a professional standard. Graduates present an interactive, industry-aligned portfolio of case studies demonstrating cross-platform fluency, evidence-based practice, and strategic visual thinking.

Credit Hours Required: 94

General Education Requirements (34 credits)

- Written Communication **Credits:** 6
- Oral Communication **Credits:** 3
 - Recommended: COM 100 - Introduction to Human Communication
- Quantitative Reasoning **Credits:** 3
- Natural Sciences **Credits:** 4
- Social and Behavioral Sciences **Credits:** 6
 - Recommended: PSY 101 - Introductory Psychology
- Arts and Humanities **Credits:** 9
 - ART 112 - Two-Dimensional Design
 - ART 113 - Three-Dimensional Design
 - ART 201 - Art History: Pre-Renaissance through the 21st Century OR ART 200 - Art History: Paleolithic Period through the Late Middle Ages
- Institutions in the Americas **Credits:** 3
 - FMA 150 - History of American Cinema

Lower Division Requirements (30 credits)

ART 110 Drawing I
ART 114 Color
ART 139 Fundamentals of Video Editing
ART 214 Digital Illustration
DES 100 Digital Design Studio
DES 101 Principles of Visual Communication I
DES 102 Letters and Typography
DES 103 Principles of Visual Communication II
DES 204 Web Design
FMA 138 VFX and Motion Graphics

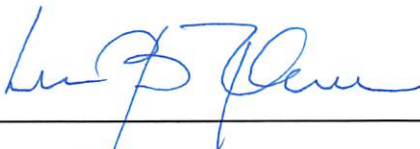
Upper Division Requirements (30 credits)

DES 305 Applied Design I
DES 306 User Experience Design
DES 307 Applied Design II
DES 308 Interaction Design
DES 310 Experiential Design
DES 409 Design Research and Production I
DES 410 Brand Strategy: Tactics & Digital Tools
DES 411 Design Research and Production II
DES 413 Design Capstone
DES 414 Portfolio

Program Outcomes

1. Design connected systems for print, packaging, screens, and spaces that work together to achieve communication goals.
2. Construct interactive prototypes using established methods to meet documented requirements.
3. Implement complex typographic systems according to historical design conventions.
4. Compose appropriate fine art techniques to meet communication goals in design deliverables.
5. Create design deliverables that meet defined technical standards.
6. Critique design deliverables with discipline-specific terminology to propose actionable revisions.
7. Demonstrate work evidencing the synthesis of historical research, professional standards of execution, and project management.
8. Create design deliverables that meet defined accessibility standards.
9. Substantiate design decisions with presentations appropriate for clients, collaborators, and fabricators, showing how and why the proposed design works.
10. Compose tangible design artifacts that are producible with real materials, processes, and compliance rules.

YC President

Signature:  Date: 10-20-25

☒ Approved ☐ Not Approved

☐ Approved/Change Noted: _____

District Governing Board

Board Meeting Agenda: _____ Date: _____

☐ Approved ☐ Not Approved

☐ Approved/Change Noted: _____

Yavapai College

Workforce and Health Sciences

Date: October 15, 2025
To: Dr. Lisa Rhine
From: Dr. Marylou Mercado, Vice President, Workforce Development and Health Sciences
RE: Curriculum Proposal – New Programs

The following curriculum proposals have been reviewed by the appropriate faculty, Division Deans, and the Curriculum Committee. I recommend approval of the HVAC Service Technician Certificate, Robotics Certificate, and Bachelor of Applied Science in Public Safety Administration.

Overview of New Programs

HVAC Service Technician Certificate

Prepares students to work as an HVAC Service Technician in residential, commercial settings and high-tech manufacturing environments where uptime, precision and efficiency are critical.

Robotics Certificate

The Robotics Certificate is designed to prepare students for entry as a robotics programmer/technician. These technicians and programmers can find employment in multiple industries including semiconductor manufacturing, processing operations, and material handling.

Bachelor of Applied Science in Public Safety Administration

The Bachelor of Applied Science in Public Safety Administration prepares current and aspiring public safety professionals to lead with integrity, resilience, and innovation in a rapidly evolving world. The program fosters critical thinking, ethical decision-making, and collaborative leadership while emphasizing the integration of governance, policy, technology, and community engagement. Through applied learning and interdisciplinary coursework, graduates are equipped to enhance organizational effectiveness, advance community trust, and address complex challenges across fire services, law enforcement, emergency medical services, and legal professions.

HVAC Service Technician Certificate

Prepares students to work as an HVAC Service Technician in residential, commercial settings and high-tech manufacturing environments where uptime, precision and efficiency are critical.

Credit Hours Required: 24

Program Requirements (24 credits)

HVA 113 Advanced HVAC Systems
HVA 114 Advanced Refrigeration
HVA 115 Advanced Electrical Practices for HVAC
HVA 116 NATE Certification Prep Course
HVA 235 Water Management and Distribution
HVA 240 HVAC Controls and Automation Systems
HVA 245 Chiller Systems
HVA 250 HVAC Service Diagnostics and Troubleshooting

Program Outcomes

Upon successful completion of the HVAC Service Technician Certificate program, the learner will be able to:

1. Demonstrate safe work practices in compliance with HVAC industry standards.
2. Perform repairs on HVAC equipment ensuring compliance with industry standards and restoring functionality.
3. Resolve electrical and mechanical faults in HVAC machinery using systematic diagnostic techniques.
4. Service Programmable Logic Controllers (PLCs) used in HVAC systems to enhance operational efficiency.
5. Conduct preventative maintenance on residential and commercial HVAC systems.
6. Clearly communicate service findings and recommendations to customers and employers.

YC President

Signature: _____ Date: 10.20.25

☒ Approved ☐ Not Approved

☐ Approved/Change Noted: _____

District Governing Board

Board Meeting Agenda: _____ Date: _____

☐ Approved ☐ Not Approved

☐ Approved/Change Noted: _____

Robotics Certificate

The Robotics Certificate is designed to prepare students for entry as a robotics programmer/technician. These technicians and programmers can find employment in multiple industries including semiconductor manufacturing, processing operations, and material handling.

Credit Hours Required: 18

Program Requirements

ELT 130 Introduction to Robotics
ELT 135 Robot Operator
ELT 140 Robot Vision
ELT 230 Robot End Effectors
ELT 235 Integrated Manufacturing Systems
ELT 240 Advanced Applications in Robotics

Program Outcomes

Upon successful completion of the Robotics program, the learner will be able to:

1. Demonstrate safe working practices in an industrial robotics environment.
2. Compare and contrast robot drive systems.
3. Describe the effects of payload on robot repeatability and accuracy.
4. Select manipulators and end effectors based on payload considerations for a given application.
5. Program an industrial robot for a manufacturing task.
6. Utilize vision systems for object detection, error proofing, and safety bounding.
7. Operate a robot equipped with auxiliary sensors including vision, touch, and sound sensors.
8. Describe common communications protocols used with robots.
9. Identify artificial intelligence applications in robotics.
10. Program an autonomous robot.

YC President

Signature:  Date: 10.20.25

☒ Approved ☐ Not Approved

☐ Approved/Change Noted: _____

District Governing Board

Board Meeting Agenda: _____ Date: _____

☐ Approved ☐ Not Approved

☐ Approved/Change Noted: _____

Summary of New Program Proposal for

Bachelor of Applied Science in Public Safety Administration

The Bachelor of Applied Science in Public Safety Administration prepares current and aspiring public safety professionals to lead with integrity, resilience, and innovation in a rapidly evolving world. The program fosters critical thinking, ethical decision-making, and collaborative leadership while emphasizing the integration of governance, policy, technology, and community engagement. Through applied learning and interdisciplinary coursework, graduates are equipped to enhance organizational effectiveness, advance community trust, and address complex challenges across fire services, law enforcement, emergency medical services, and legal professions.

Credit Hours Required: 92

■ General Education Requirements (32 credits)

Minimum credit hours are listed for each category.

- [Written Communication](#)¹ **Credits: 6**
- [Quantitative Reasoning](#) **Credits: 3**
- [Natural Sciences](#) **Credits: 4**
- [Arts and Humanities](#)² **Credits: 6**
- [Social and Behavioral Sciences](#)² **Credits: 6**
- [Institutions in the Americas](#) **Credits: 3**
- Options³ **Credits: 4**
 - [Oral Communication](#)
 - [Natural Sciences](#)
 - [Arts and Humanities](#)
 - [Social and Behavioral Sciences](#)

■ Notes:

- ¹ Must be in composition (ENG 101 and ENG 102 or equivalents)
- ² Recommend that students select from two different prefixes
- ³ Limit one course per category

Lower Division - Paramedicine

EMS 164 ECG Rhythm Analysis & Interpretation for EMS Professionals
EMS 252 Pharmacology in Paramedicine
EMS 267 Technical Operations in Paramedicine
EMS 269 Trauma Patient Management in Paramedicine
EMS 271 Medical Emergencies in Paramedicine I
EMS 271L Medical Emergencies in Paramedicine Lab
EMS 272 Medical Emergencies in Paramedicine II
EMS 272L Comprehensive Patient Assessment in Paramedicine I
EMS 273 Medical Emergencies in Paramedicine III
EMS 273L Comprehensive Patient Assessment in Paramedicine II

Lower Division - Fire Science

FSC 100 Principles of Emergency Services
FSC 102 Principles of Fire and Emergency Services Safety & Survival
FSC 104 Hazardous Materials First Responder Operations
FSC 135 Fire Prevention
FSC 137 Fire Protection Hydraulics and Water Supply
FSC 210 Advanced Fire Behavior and Combustion
FSC 234 Fire Investigation
FSC 235 Fire Protection Systems
FSC 236 Occupational Safety and Health for Emergency Services
FSC 241 Building Construction for Fire Protection

Lower Division - Administration of Justice

AJS 101 Introduction to Administration of Justice
AJS 109 Substantive Criminal Law
AJS 170 Forensic Science
AJS 200 Current Issues in Criminal Justice
AJS 225 Criminology
AJS 230 The Police Function
AJS 240 The Correction Function
AJS 260 Procedural Criminal Law
AJS 270 Community Relations
AJS 275 Criminal Investigations

Lower Division - Paralegal Studies

LAW 100 Introduction to Paralegal Studies
LAW 102 Legal Computer Applications
LAW 103 Ethics and the Law
LAW 107 Law Office Management
LAW 109 Substantive Criminal Law
LAW 217 Legal Research & Writing I
LAW 218 Legal Research and Writing II
LAW 220 Civil Procedure I
LAW 221 Civil Procedure II
LAW 232 Evidence

Upper Division - Public Safety Administration

PUB 310 Current Issues and Trends in Public Safety
PUB 330 Adaptive Leadership in Public Safety
PUB 350 Emergency Operations and Crisis Management
PUB 370 Community Engagement and Crisis Communications
PUB 390 Multi-Agency Response and Coordination
PUB 410 Emergency Policy and Governance
PUB 430 Incident Investigation and After-Action Reporting
PUB 450 Grant Writing and Public Safety Funding Strategies
PUB 470 Public Safety Leadership and Administration
PUB 490 Capstone: Applied Public Safety Project

Program Learning Outcomes

1. Analyze the legal, ethical, and regulatory standards related to public safety organizations.
2. Apply ethical leadership skills to manage personnel, budgets, and organizational resources.
3. Demonstrate interagency collaboration skills to ensure public safety.
4. Apply emergency management principles to evaluate challenges and address complex events.
5. Assess leadership impacts on public safety organizations.
6. Demonstrate oral and written communication skills that relate to Public Safety.

PUB 310 Current Issues and Trends in Public Safety
PUB 330 Adaptive Leadership in Public Safety
PUB 350 Emergency Operations and Crisis Management
PUB 370 Community Engagement and Crisis Communications
PUB 390 Multi-Agency Response and Coordination
PUB 410 Emergency Policy and Governance
PUB 430 Incident Investigation and After-Action Reporting
PUB 450 Grant Writing and Public Safety Funding Strategies
PUB 470 Public Safety Leadership and Administration
PUB 490 Capstone: Applied Public Safety Project

YC President

Signature:  Date: 10.20.25

☒ Approved ☐ Not Approved

☐ Approved/Change Noted: _____

District Governing Board

Board Meeting Agenda: _____ Date: _____

☐ Approved ☐ Not Approved

☐ Approved/Change Noted: _____

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Three Months Ended September 30, 2025 - 25.0% 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	\$	20,225,276				\$	20,225,276	\$	65,207,600	31.0%	\$	65,207,600	\$	-		
Restricted Fund		6,107,551					6,107,551		21,772,500	28.1%		21,772,500		-		
Auxiliary Fund		2,444,955					2,444,955		9,106,600	26.8%		9,106,600		-		
Unexpended Plant Fund		5,633,434					5,633,434		21,973,700	25.6%		21,973,700		-		
Debt Service Fund		394,485					394,485		1,577,900	25.0%		1,577,900		-		
TOTALS		34,805,700					34,805,700		119,638,300	29.1%		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		\$	18,060,868	\$	27,907,462	\$	25,899,224	\$	20,069,106	\$	65,207,600	30.8%	\$	65,207,600	\$	-
Restricted Fund			4,968,157		2,740,130		2,249,886		5,458,401		21,772,500	25.1%		21,772,500		-
Auxiliary Fund			1,275,709		3,160,763		2,071,895		2,364,577		9,106,600	26.0%		9,106,600		-
Unexpended Plant Fund			4,036,578		9,045,888		-		13,082,466		21,973,700	59.5%		21,973,700		-
Debt Service Fund			2,663		1,575,700		-		1,578,363		1,577,900	100.0%		1,577,900		-
TOTALS			28,343,975		44,429,943		30,221,005		42,552,913		119,638,300	35.6%		119,638,300		-
SURPLUS/(DEFICIT)						\$	(7,747,213)		-							

COMMENTS:

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

The budget currently has a deficit of \$(7,747,213).
The FY25/26 estimate is currently \$0
Through the three months, 35.6% of budget has been committed (excluding labor encumbrances) compared to 29.1% of revenues received.

The deficit is attributed to timing and large encumbrances within the Plant and Auxiliary Funds

General Fund	156,170
Restricted Funds	649,150
Plant Fund	(7,449,032)
Auxiliary Funds	80,378
Debt Service Funds	(1,183,878)
	(7,747,213)

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Three Months Ended September 30, 2025 - 25.0% of the Fiscal Year Complete

Fiscal Year 2025-2026

GENERAL FUND

		Year-to-Date Revenues					Total Revenues	FY 25/26 Budget	Percent of Budget	FY 25/26 Estimate	Estimate to Budget Variance	FY 24/25 Actuals	Percent Change (Current Versus Prior Year)
REVENUES:													
Primary Property Taxes	\$	12,584,706					\$ 12,584,706	\$ 50,490,300	24.9%	\$ 50,490,300	\$ -	\$ 8,172,126	54.0%
Primary Property Taxes - Contingency		-					-	(150,000)	0.0%	(150,000)	-	-	0.0%
Tuition and Fees		7,610,630					7,610,630	15,042,100	50.6%	15,042,100	-	6,550,136	16.2%
Tuition and Fees - Contingency		-					-	(767,000)	0.0%	(767,000)	-	-	0.0%
State Appropriation - Maintenance		138,975					138,975	555,900	25.0%	555,900	-	92,825	49.7%
State Appropriation - Rural Aid		488,825					488,825	1,833,600	26.7%	1,833,600	-	458,400	6.6%
YCF Contribution - Basketball Program		-					-	-	100.0%	-	-	-	0.0%
Other Revenues		136,798					136,798	533,800	25.6%	533,800	-	67,313	103.2%
Interest Income		129,367					129,367	1,125,000	11.5%	1,125,000	-	255,633	-49.4%
Fund Balance Applied to Budget		340,208					340,208	1,360,830	25.0%	1,360,830	-	648,017	-47.5%
General Fund Transfer In/(Out)		(1,204,233)					(1,204,233)	(4,816,930)	25.0%	(4,816,930)	-	(1,164,517)	3.4%
TOTAL REVENUES		20,225,276					20,225,276	65,207,600	31.0%	65,207,600	-	15,079,933	34.1%
			Year-to-Date Expenditures	Total Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	FY 25/26 Budget	Percent of Actual and Non-Labor Encumbrances to Budget	FY 25/26 Estimate	Budget to Estimate Variance		FY 24/25 Actuals	Percent Change (Current Versus Prior Year)
EXPENDITURES (Note 1):													
Instruction		\$	5,392,514	\$ 9,384,857	\$ 8,995,135	\$ 5,782,236	\$ 24,154,100	23.9%	\$ 24,154,100	\$ -	\$	3,221,534	67.4%
Academic Support			1,846,939	2,954,110	2,901,726	1,899,323	6,274,500	30.3%	6,274,500	-		1,070,766	72.5%
Institutional Support			5,734,965	7,154,858	6,249,627	6,640,196	15,483,200	42.9%	15,483,200	-		3,697,256	55.1%
Student Services			2,671,853	5,036,460	4,847,910	2,860,403	10,930,600	26.2%	10,930,600	-		1,660,632	60.9%
Operation/Maintenance of Plant			2,003,444	3,377,177	2,904,826	2,475,795	7,654,200	32.3%	7,654,200	-		1,360,639	47.2%
Scholarships			405,613	-	-	405,613	685,100	59.2%	685,100	-		316,403	28.2%
Public Service			5,540	-	-	5,540	25,900	21.4%	25,900	-		2,846	94.7%
TOTAL EXPENDITURES			18,060,868	27,907,462	25,899,224	20,069,106	65,207,600	30.8%	65,207,600	-		11,330,076	59.4%
SURPLUS/(DEFICIT)						\$ 156,170	\$ -						

COMMENTS:

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

The Budget currently has a surplus of \$156,170.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND EXPENDITURES BY NACUBO NATURAL EXPENSE CATEGORIES

For the Three Months Ended September 30, 2025 - 25.0% of the Fiscal Year Complete

Fiscal Year 2025-2026

	Year to Date	Prior Year	Percent Change	
Salaries	\$ 9,073,351	\$ 8,600,503	5.5%	1
Benefits	3,106,710	2,953,169	5.2%	2
Supplies	1,920,370	1,039,377	84.8%	3
Contractual Services and Other	2,568,959	3,062,193	-16.1%	4
Utilities & Communications	618,336	566,394	9.2%	5
Travel, Conferences & Memberships	367,529	329,199	11.6%	6
Scholarships	405,613	356,919	13.6%	7
	<u>\$ 18,060,868</u>	<u>\$ 16,907,754</u>	6.8%	

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.

3/4 - Offsetting variance due to change of account for software as a contract vs a supply.

5 - Driven primarily by the encumbrance of District Communications phone for entire year.

6 - Attributed to new institutional memberships and greater registration fees.

7 - Driven primarily by timing of the Promise Scholarship in FY25.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Three Months Ended September 30, 2025 - 25.0% 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>
REVENUES:					
Federal Grants and Contracts	\$ 3,642,708		\$ 3,642,708	\$ 11,302,700	32.2%
State Grants and Contracts	78,913		78,913	247,500	31.9%
Private Gifts, Grants and Contracts	324,210		324,210	1,246,200	26.0%
Proposition 301 Workforce Development	455,695		455,695	1,562,000	29.2%
Proposition 207 Workforce Development	495,000		495,000	2,970,000	16.7%
State Appropriation - STEM Workforce	177,550		177,550	710,200	25.0%
Fund Balance Applied to Budget	933,475		933,475	3,733,900	25.0%
TOTAL REVENUES	<u>6,107,551</u>		<u>6,107,551</u>	<u>21,772,500</u>	<u>28.1%</u>

	<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>
EXPENDITURES (Note 1):						
Instruction	\$ 856,869	\$ 1,378,690	\$ 1,055,230	\$ 1,180,329	\$ 5,141,600	23.0%
Academic Support	39,513	95,404	95,404	39,513	-	100.0%
Institutional Support	25,308	60,368	60,368	25,308	-	100.0%
Student Services	148,565	49,807	49,807	148,565	654,100	22.7%
Operation/Maintenance	24,003	166,784	-	190,787	3,733,900	5.1%
Scholarships	3,321,292	-	-	3,321,292	8,862,300	37.5%
Public Service	552,607	989,077	989,077	552,607	3,380,600	16.3%
TOTAL EXPENDITURES	<u>4,968,157</u>	<u>2,740,130</u>	<u>2,249,886</u>	<u>5,458,401</u>	<u>21,772,500</u>	<u>25.1%</u>
SURPLUS/(DEFICIT)				<u>\$ 649,150</u>		

COMMENTS:

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

The Budget currently has a surplus of \$649,150.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Three Months Ended September 30, 2025 - 25.0% 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	\$ 582,181	\$ 133,871	\$ 448,310	\$ 851,900	\$ -
Transfer To Debt Fund to Pay Revenue Bonds	(403,300)	-	(403,300)	(100,575)	-	(100,575)	(403,300)	-
Subtotal - Residence Halls and Summer Conferences	858,700	410,100	448,600	481,606	133,871	347,735	448,600	-
							-	
Bookstore Rental and Commissions	20,000	-	20,000	-	-	-	20,000	-
Food Services	1,918,000	2,152,000	(234,000)	686,559	702,369	(15,810)	(234,000)	-
Vending	30,000	-	30,000	3,483	-	3,483	30,000	-
Employee/21+ Student Housing & Facility Rentals	989,200	485,500	503,700	198,723	173,520	25,203	503,700	-
Edventures & Community Education	47,000	72,900	(25,900)	4,770	19,058	(14,288)	(25,900)	-
Winery - Tasting Room	270,000	360,100	(90,100)	36,690	88,874	(52,184)	(90,100)	-
Family Enrichment Center	882,370	1,216,300	(333,930)	168,711	271,811	(103,100)	(333,930)	-
Community Events	1,135,600	1,256,800	(121,200)	117,749	369,129	(251,380)	(121,200)	-
Performing Arts Productions	300,000	303,100	(3,100)	52,471	52,471	-	(3,100)	-
SBDC (Federal Grant Match Requirement)	-	193,100	(193,100)	-	48,216	(48,216)	(193,100)	-
Yavapai College Foundation	601,500	601,500	-	142,879	142,879	-	-	-
Other Auxiliary Enterprises	409,700	457,800	(48,100)	57,364	41,079	16,285	(48,100)	-
General Fund Transfer In	1,644,530	-	1,644,530	493,950	-	493,950	1,644,530	-
Contingency	-	100,000	(100,000)	-	-	-	(100,000)	-
Facilities & Administrative Allocation	-	1,497,400	(1,497,400)	-	321,300	(321,300)	(1,497,400)	-
	\$ 9,106,600	\$ 9,106,600	\$ -	\$ 2,444,955	\$ 2,364,577	\$ 80,378	\$ -	\$ -

Comments:

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

The Budget currently has a surplus of \$80,378.

UNEXPENDED PLANT FUND

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YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Three Months Ended September 30, 2025 - 25.0% 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	\$ 10		\$ 10	\$ -	100.0%	\$ -	\$ -
General Fund Transfer In	293,100		293,100	1,172,400	25.0%	1,172,400	-
Auxiliary Fund Transfer In	100,825		100,825	403,300	25.0%	403,300	-
Fund Balance Applied to Budget	550		550	2,200	25.0%	2,200	-
TOTAL REVENUES	394,485		394,485	1,577,900	25.0%	1,577,900	-

		<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrance s</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	\$ -	\$ 555,000	\$ 555,000	100.0%	\$ 555,000	\$ -
Interest Payments		-	617,400	-	617,400	617,400	100.0%	617,400	-
Revenue Bonds - 2013									
Principal Payments		-	375,000	-	375,000	375,000	100.0%	375,000	-
Interest Payments		-	28,300	-	28,300	28,300	100.0%	28,300	-
Bank Fees		2,663	-	-	2,663	2,200	121.0%	2,200	-
TOTAL EXPENDITURES		2,663	1,575,700	-	1,578,363	1,577,900	100.0%	1,577,900	-
SURPLUS/(DEFICIT)					\$ (1,183,878)	\$ -			

COMMENTS:

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

The Budget currently has a deficit of -\$1,183,878 as 100% of expenses have been encumbered.

Through the third month, 100% of budget has been committed compared to 25% 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 September 30, 2025

District Governing Board

Fiscal Year 2025-26 Budget:

\$ 257,013

	<u>Purpose</u>	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Total Expenditures/ Encumbrances</u>	
EXPENDITURES (note 1):					
Salary Expenses	Staff Support	28,420	70,672	99,092	
ACCT Leadership Conf (New Orleans)	Registration/Travel	7,604	-	7,604	
AZ CC Administrators Conf (Tucson)	Registration/Travel	320	-	320	
Osborn Maledon, PA	Legal Services	9,650	58,600	68,250	
Assoc Comm Coll Trust	Professional Services	3,000	-	3,000	
Other - Various	Supplies/Food/Other	80	-	80	
Printing/Postage	Printing/Postage	517	-	517	<u>178,862</u>
Remaining Budget - August 31, 2025					<u><u>78,151</u></u>

All-College Council Participatory Governance Report 2024-2025

College Council met monthly on the following dates 2024-2025

August 16, 2024	January 17, 2025
September 20, 2024	February 14, 2025
October 11, 2024	March – Cancelled
November 8 2024	April 11, 2025
December 13, 2024	May 9, 2025

The Council discussed, and where appropriate, took action on the following items:

August College Council Minutes	January College Council Minutes
September College Council Minutes	February 14, 2025
2026-2027 Academic Calendar	2025-2026 College Council Meeting Schedule
2027-2028 Academic Calendar	2025-2026 College Council Committee Presentation Schedule
October College Council Minutes	2025-2026 College Council Fast Track Schedule
November College Council Minutes	April College Council Minutes
December College Council Minutes	

The following informational reports were delivered to the Council:

W.I.N Coalition	Bachelor of Applied Science Business Administration – 92 Credits Presentation
2024-2025 Academic Calendar	Bellwether Finalist
Provost Organizational Update	Academic Master Plan Presentation
Workforce Development & Health Sciences Update	Battery Recycling Program Presentation
Prescott Pines Update	Housing Planning Update Presentation
2026-2027 Academic Calendar	Center for Learning and Innovation on the Prescott Campus Presentation
2027-2028 Academic Calendar	Enterprise Resources Planning Modernization Project Presentation
Revision on Statement on Academic Matters and Primacy	Engagement Survey Presentation
Revision on Governance vs. Operational	

College Council Committee Reports to Council

Curriculum Committee	August 16, 2024
General Education Committee	September 20, 2024
Policy Review Committee	October 11, 2024
Instructional Committee	December 14, 2024
Assessment Committee	December 14, 2024
Student Enrollment Management Committee	January 17, 2025
Strategic Planning Committee	February 14, 2025
Budget Committee	April 11, 2025

Policies

Operational Policy	Policy Committee Recommendation Addition/Sunset/Revision
College Policy 2.06 Probationary Period for Non-Faculty Employees (Full-Time and Regular Part-Time)	Addition (Interim)
College Policy Procedure 2.06.01 Probationary Period for Non-Faculty Employees (Full-Time and Regular Part-Time)	Addition (Interim)
College Policy 10.14 Title IX Sex Discrimination, Sex-Based Harassment and Retaliation	Addition (Interim)
College Policy 3.24 Instructors as Student	Revision
College Policy 2.06 Provisional Period for Non-Faculty Employees (Full-Time and Regular Part-Time)	Revision
College Policy Procedure 2.06.01 Probationary Period for Non-Faculty Employees (Full-Time and Regular Part-Time)	Revision
College Policy 2.22 Vacation Cash Out	Revision
College Policy Procedure 2.22.01 Vacation Cash Out	Revision
College Policy 3.06 Evaluation of Student Learning	Revision
College Policy 4.02 Athletic Department Drug Operational	Revision
College Policy 5.11 Information Security Data Classification and Handling	Revision
College Policy Procedure 5.11.01 Media Protection	Revision
College Policy 5.30 Clean Desk and Clear Screen	Revision
College Policy 5.33 Mobile Device	Revision
College Policy 3.25 Absence of Instructors from Class(es)	Revision
College Policy Procedure 3.25.01 Absence of Instructors from Class(es)	Revision
College Policy 10.14 Title IX Sexual Harassment	Sunset
College Policy Procedure 10.141 Title IX Sexual Harassment	Revision (Renumber)

Curriculum

Program	Submitted to Curriculum Committee for Addition/Sunset	Curriculum Committee Recommendation	President Decision
Bachelor of Applied Science in Computer Science	Addition	Addition	Upheld
Bachelor of Science in Computer Science	Addition	Addition	Upheld
Arizona General Education Curriculum Certificate	Addition	Addition	Upheld
Business Foundation Certificate	Addition	Addition	Upheld
Arizona General Education Curriculum Certificate (AGEC-A)	Sunset	Sunset	Upheld

Arizona General Education Curriculum Certificate (AGEC-B)	Sunset	Sunset	Upheld
Arizona General Education Curriculum Certificate (AGEC-S)	Sunset	Sunset	Upheld
Business Office – Basic Certificate	Sunset	Sunset	Upheld
Business Office – Professional Certificate	Sunset	Sunset	Upheld
Business Office – Professional Certificate AAS	Sunset	Sunset	Upheld
Air Traffic Control Academy Prep Certificate	Addition	Addition	Upheld
Bone Densitometry Certificate	Addition	Addition	Upheld
Fundamentals of Agriculture Science Technology	Addition	Addition	Upheld
Limited X-Ray Transition Certificate	Addition	Addition	Upheld
Victim Advocacy Certificate	Addition	Addition	Upheld
Assisted Living Facility Caregiver Certificate	Sunset	Sunset	Upheld
Baking and Pastry Certificate	Sunset	Sunset	Upheld
Aerospace Science Airplane Operations AAS	Modification	Modification	Upheld