

Yavapai College
District Governing Board
Regular Meeting

Wednesday, January 14th, 2026
Virtually Only
11:00 a.m.

The YouTube channel will be open to the public at **10:45 a.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. Election of Board Liaison – Board Spokesperson for 2026 – Board Chair Deb McCasland – **DISCUSSION AND DECISION** {Time: 10}
 - d. Board Meeting Procedure –Board Chair Deb McCasland–**INFORMATION**- {Time: 5}
2. Board Business
 - a. Executive Session
 - i. Pursuant to A.R.S. §38-431.03 (A)(3), (4), and (7), – Discussion and consultation with the College Attorney and its representatives to receive legal advice, consider the College’s position regarding contracts that are the subject of negotiations, including the potential purchase or lease of real property in Yavapai County, and instruct its attorney and/or representatives regarding the same. – Attorney Rory Juneman, and Dr. Clint Ewell, Chief Operating Officer - **INFORMATION AND DISCUSSION** {Time: 40}
 - ii. Pursuant to A.R.S. §38-431.03 (A)(3) and (A)(4) - Receive Legal Advice from Legal Counsel and Discuss Current Status of Pending Litigation Entitled: United States ex rel. Boglivi et al v. Yavapai Community College District – Attorney Georgia Staton, and Attorney Ravi Patel - **INFORMATION AND DISCUSSION** {Time: 55}
 - b. Reconvene in Public Session
 - i. Possible Action to confirm directions provided to Yavapai College representatives and/or legal counsel in executive session – **DECISION** {Time: 5}
 - c. Board Budget Presentation -Dr. Clint Ewell, Chief Operating Officer – **INFORMATION, DISCUSSION, AND DECISION** {Time: 35} (*Attached*)
 - d. District Governing Board Schedule – Ms. Yvonne Sandoval, Executive Assistant – **INFORMATION, DISCUSSION, AND DECISION** {Time: 10}
 - i. Board Workshop to be Rescheduled

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- e. Consent Agenda – **DECISION** {Time: 15}
 - i. Board Regular Meeting Minutes November 19th, 2025 (*Attached*)
 - ii. Arizona Department of Education Community College Adult Education and Workforce Development Program Intergovernmental Agreement (*Attached*)
 - iii. First Amendment to Intergovernmental Agreement Between Yavapai County Community College District and Tri-City College Preparatory High School (*Attached*)
 - iv. First Amendment to Intergovernmental Agreement between Yavapai County Community College District and Bagdad Unified School District #20 (*Attached*)
 - v. Waiver of Conflict of Interest, Yavapai College Agreement for Nursing Student Placement with Yavapai County Community Health Services (*Attached*)
 - vi. Yavapai College’s Provost New Curriculum Proposal (*Attached*)
 - 1. Artificial Intelligence and Machine Learning Certificate
 - 2. Early Childhood Education Industry Certificate
 - vii. Yavapai College’s Workforce Development and Health Sciences New Curriculum Proposal (*Attached*)
 - 1. Yavapai Detention Officer Training Academy Certificate
 - 2. Diagnostic Medical Sonography Certificate
 - 3. Integrative Health (Fitness/Reiki Trainer) – AAS
 - 4. Integrative Health (Massage Therapy) – AAS
 - 5. Integrative Health (Reflexology) – AAS
 - 6. Massage Therapy Certificate
 - 7. Reflexology Certificate
 - 8. Semiconductor Manufacturing Technician Certificate
 - viii. Yavapai College’s Workforce Development and Health Sciences Program Deletions (*Attached*)
 - 1. Brewing Technology Certificate
 - 2. Limited X-Ray Technician Certificate
- 3. Study Session
 - f. President’s Report – Dr. Lisa Rhine – **INFORMATION** – {Time: 60}
 - i. Changes to Filing Location for College Board Candidates and Campaign Finance Documents – Ms. Laurin Custis, Director of Elections (*Attached*)
 - ii. Yavapai County Education Updates and Gratitude – Mr. Steven King, Yavapai County School Superintendent
 - iii. Yavapai College’s Athletic Conference Update – Mr. Tim Kneip, Athletic Director (*Attached*)
 - g. 2026 Governing Board Annual Conflict of Interest Disclosures – Attorney Lynne Adams - {Time: 10}
- 4. Adjournment of Board Regular Meeting: Procedural – **DECISION** {Time: 1}

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

**District Governing Board Budget Trends
FY's 23 - December, 2025
FY26 is 50% Complete**

	Salary + ERE	Legal / Professional / Other Contractual	Travel	Food	Dues	Printing	Supplies	Other	Total
FY23									
Budget	91,171	107,000	35,800	5,000	7,000	5,000	6,700	500	258,171
Expenditures	77,895	58,471	31,898	4,237	-	652	789	1,317	175,259
% of Budget	85%	55%	89%	85%	0%	13%	12%	263%	68%
FY24									
Budget	95,945	107,000	35,800	5,000	7,000	5,000	6,700	500	262,945
Expenditures	108,269	65,451	47,200	3,926	-	2,882	3,320	1,130	232,178
% of Budget	113%	61%	132%	79%	0%	58%	50%	226%	88%
FY25									
Budget	114,334	147,500	41,500	7,000	4,000	3,000	3,000	2,982	323,316
Expenditures	111,793	130,664	24,801	5,508	23	895	2,360	3,116	279,160
% of Budget	98%	89%	60%	79%	1%	30%	79%	104%	86%
FY26									
Budget	116,263	80,750	41,500	7,000	4,000	3,000	3,000	1,500	257,013
Expenditures	102,785	87,500	13,323	-	-	215	162	251	204,236
% of Budget	88%	108%	32%	0%	0%	7%	5%	17%	79%

Payroll is encumbered.

Legal / Professional / Other Contractual FY26 budget is lowest of the 4 years.

PO was lowered in November to reduce encumbered balance - and overall expense - in Legal / Professional.

Yavapai College
District Governing Board
Regular Meeting

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Virtually Only
1:00 p.m.

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

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Members Present

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

Administration Present

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

Board Meeting was virtual only, all Board Members and administration appeared virtually.

MINUTES

<HTTPS://YAVAPAL.HOSTED.PANOPTO.COM/PANOPTO/PAGES/VIEWER.ASPX?ID=0835E67F-E4B4-4414-8C6E-B39A0163FE34>

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

This agenda item begins at 13:01:00

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=0835e67f-e4b4-4414-8c6e-b39a0163fe34&start=457.930787>

The meeting was called to order by Chair McCasland at 1:00pm.

- b. Pledge of Allegiance {Time: 1}

This agenda item begins at 13:01:11

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=0835e67f-e4b4-4414-8c6e-b39a0163fe34&start=469.355611>

The Pledge of Allegiance was led by Board Member Kuykendall.

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

This agenda item begins at 13:01:42

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=0835e67f-e4b4-4414-8c6e-b39a0163fe34&start=500.127727>

Board Chair McCasland explained the general expectations for the meeting. Chair McCasland presented a statement to the Board describing the role of the Board in regard to Policy 101. Board Chair McCasland noted that all questions should be held until the discussion period of the meeting. Discussion will be held in alphabetical order.

2. Board Business
- a. Consent Agenda – **DECISION** {Time: 5}
- i. Board Regular Meeting Minutes October 28th, 2025 (*Attached*)
 - ii. Board Executive Session Confidential Minutes October 28th, 2025
 - iii. Receipt of Reports on Revenues and Expenditures for October 2025 (*Attached*)

This agenda item begins at 13:04:48

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=0835e67f-e4b4-4414-8c6e-b39a0163fe34>

Board Member Kiel asked to pull items i and iii from the consent agenda for discussion.

Board Member Kiel moved, seconded by Board Member Bracety, to approve Consent Agenda Item ii. The motion passed unanimously (Ayes: Payne, Kiel, McCasland, Kuykendall, Bracety).

Board Member Kiel presented a statement on modifying the format of the current District Governing Board Minutes from video links to a completely written format. Attorney Lawson stated that the current District Governing Board Minutes meet all legal standards for Open Meeting Law requirements. It was stated by Dr. Rhine that the District Governing Board had recently voted on the current method of preparing the meeting minutes.

Board Member Kuykendall moved, seconded by Board Member Bracety, to approve Consent Agenda Item i. The motion passed (Ayes: Bracety, Kuykendall, McCasland, Payne. Nay's: Kiel).

Discussion was held related to item iii. Discussion and comments are available at the link above.

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

- b. Yavapai College Fiscal Year 2027 Budget Assumptions and Tuition Proposals – Dr. Clint Ewell, Chief Operating Officer – **INFORMATION, DISCUSSION, AND DECISION** {Time: 45} (*Attached*)

This agenda item begins at 13:18:20

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=0835e67f-e4b4-4414-8c6e-b39a0163fe34&start=1498.654727>

Dr Ewell presented on the budget process and assumptions for the next year. The presentation was provided to the Board to explain the tuition and fee increases required for the next fiscal year. Discussion was held after the presentation. Discussion and comments are available at the link above.

Board Chair McCasland moved, seconded by Board Member Bracety, to approve the request for the 2027 Budget Assumptions and Tuition Proposal tuition as presented. The motion passed. (Ayes: McCasland, Bracety, Kuykendall, Payne. Nays: Kiel).

The Board took a recess from 2:06 to 2:12 pm.

3. Study Session
 - a. 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

This agenda item begins at 14:12:47

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=0835e67f-e4b4-4414-8c6e-b39a0163fe34&start=4758.955799>

- b. Presidents Report – Dr. Lisa Rhine – **INFORMATION** – {Time: 60}
 - i. College Council – Dr. Marylou Mercado, Dr. Janet Nix, and Mr. Rodney Jenkins
 1. Faculty Senate – Dr. Heather Leavitt, Faculty Senate President
(Attached)

This agenda item begins at 14:16:06

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=0835e67f-e4b4-4414-8c6e-b39a0163fe34&start=4964.248002>

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

This agenda item begins at 14:20:38

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=0835e67f-e4b4-4414-8c6e-b39a0163fe34&start=5236.315235>

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

This agenda item begins at 14:25:16

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=0835e67f-e4b4-4414-8c6e-b39a0163fe34&start=5514.359827>

Rodney Jenkins introduced Alyssa Bullock, who was unable to attend the meeting. Alyssa provided a recorded presentation to the District Governing Board. The recording can be viewed at the link above.

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

This agenda item begins at 14:29:37

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=0835e67f-e4b4-4414-8c6e-b39a0163fe34&start=5774.919231>

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

This agenda item begins at 14:29:49

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=0835e67f-e4b4-4414-8c6e-b39a0163fe34&start=5787.670602>

Board Member Kuykendall moved, seconded by Board Member Bracety, to adjourn the November 19th, 2025 District Governing Board Meeting. The motion passed unanimously (Ayes: McCasland, Bracety, Payne, Kuykendall, Kiel).

Respectfully submitted,

Kimberly Whitman, Recording Secretary

Date

Mrs. Deb McCasland, Board Chair

Mr. Steve Bracety, Board Secretary



INTERGOVERNMENTAL AGREEMENT (IGA)

ARIZONA DEPARTMENT OF EDUCATION
1535 W. Jefferson, Bin # 37
Phoenix, Arizona 85007
(602) 364-2517

IGA No: CTR079573

PROJECT TITLE: COMMUNITY COLLEGE ADULT EDUCATION AND WORKFORCE DEVELOPMENT PROGRAM

Effective Date: July 1, 2025

Termination Date: June 30, 2026

Pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 et seq. this Intergovernmental Agreement is entered into by the Arizona Department of Education (ADE), an agency of the State of Arizona, and Yavapai County Community College District dba Yavapai College (hereinafter "Contractor"). Pursuant to A.R.S. § 11-951 et seq. both parties are authorized to enter into Agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies.

Therefore the ADE and the Contractor agree to abide by all the terms and conditions set forth in this Agreement.

For and on behalf of the Contractor:
Yavapai County Community College District dba Yavapai College
1100 E Sheldon St

For and on behalf of the Arizona Department of Education
1535 W Jefferson Street, Bin # 37

Address
PRESCOTT AZ 86301
City State Zip Code

Address
Phoenix AZ 85007
City State Zip Code

Signature of Person Authorized to Sign Date

Signature of Person Authorized to Sign Date

Printed Name

Printed Name

Title

Title

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that this Agreement is in appropriate form and within the powers and authority granted to the respective public body.

Anthony Contente-Cuomo
Signature

Anthony Contente-Cuomo, Attorney for Yavapai College

Typed Name and Title

1-5-2026

Date

Signature

Typed Name and Title

Date

	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS IGA Number: CTR079573	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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1. Term of Agreement

This Agreement will be effective for one (1) year from July 1, 2025 and can be renewed in accordance with Provision 2 or be terminated in accordance with Provisions 8 and 10.

2. Renewal of Agreement

This Agreement may be renewed for additional periods, not to exceed one (1) year per renewal upon signature of an amendment by both parties.

3. Scope of Services

ADE and the Contractor shall perform the obligations agreed to by each as set forth in the Scope of Work.

4. Payment

ADE will pay the Contractor for costs related to services provided to adult learners, as outlined in the Scope of Work and as set forth in Attachment A Project Budget. The adult learner must be enrolled in the community college adult education program and pursue academic skills development related to adult education and literacy activities as defined in the Workforce Innovation and Opportunity Act.

5. Amendments

This Agreement may only be modified in writing and must be signed by both parties and their duly authorized agents through an Agreement Amendment. In the event that state or federal law enacted after the effective date of this Agreement conflicts with any term of this Agreement, controlling law will apply and supersede that/those term(s). The parties agree to promptly consider an appropriate Amendment to the Agreement to remove each conflict.

6. Arbitration

Both parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes. Arbitration must be commenced within applicable statute of limitations for the underlying cause of action under Arizona law. This requirement applies equally to both parties.

7. Breach

This Agreement may be terminated by either party if the other party fails to fulfill its obligations.

8. Termination

Except as otherwise provided, this Agreement may be terminated without cause upon thirty (30) days written notice by either party.

9. Governing Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona, and to the extent applicable, the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901 et seq.).

	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS IGA Number: CTR079573	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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10. Non-Availability of Funds

Every payment obligation of the Arizona Department of Education (ADE) under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement is automatically terminated at the end of the period for which funds are available due to impossibility of performance. No liability shall accrue to ADE in the event this provision is exercised, and ADE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

11. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State of Arizona ("State"), its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract (Agreement), without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract (Agreement) or any extension of the Contract (Agreement) is in effect, an employee or agent of any other party to the contract (Agreement) in any capacity or a consultant to any other party of the contract (Agreement) with respect to the subject matter of the contract(Agreement). A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

12. Non-Discrimination

The Parties shall comply with Executive Order 09-09, which mandates that all persons regardless of race, creed, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin, political affiliation or disability.

13. Records

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this Agreement for a period of five years after completion of the Agreement. All Records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such Records.

14. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

- 14.1. The 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- 14.2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS IGA Number: CTR079573	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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14.3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

14.4. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph A.

15. Confidentiality

ADE and Contractor may choose, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties shall not disclose to unauthorized third parties any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, and for three (3) years after the termination of this Agreement; provided that the receiving Party's obligations hereunder shall not apply to information that: (A) is already in the receiving Party's possession at the time of disclosure; or, (B) is or later becomes part of the public domain through no fault of the receiving Party; or, (C) is received from a third party with no duty of confidentiality to the disclosing party; or, (D) was developed independently by the receiving party prior to disclosure; or, E. is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure. The Contractor shall retain the right to refuse acceptance of such Confidential Information that is not required for the purposes of this Agreement.

Both parties agree to comply with the federal Family Educational Rights and Privacy Act of 1974. This applies to all provisions of this Agreement which involves identifiable individual student data.

16. Property Disposition

Disposition of property acquired for the purpose of this Agreement, either by ADE or with funds provided by ADE, shall be determined by ADE upon termination or completion of the Agreement. Upon termination or completion of this Agreement, the Contractor shall provide ADE with a listing of all such property and shall make arrangement to return or dispose of this property as directed by ADE. The Contractor shall provide ADE with an inventory for this property within 90 days of this Agreement becoming effective, and annually thereafter.

17. Property of the State

Title and exclusive copyright to all reports, information, data, curricula, materials, and software prepared by Contractor in performance of this Agreement shall vest in the State of Arizona.

18. Public Record

Both parties recognize that work product developed under this Agreement become public information, except as limited by section 17, "Confidentiality."

	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS IGA Number: CTR079573	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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19. Notices

All written communications shall be addressed and mailed or personally served as follows:

To the Contractor:

Yavapai County Community College
 District dba Yavapai College
 1100 E Sheldon St
 Prescott, AZ 86301

Contact: Christopher Kawabata
 Adult Basic Education
 Program Director
 Email: christopher.kawabata@yc.edu

To ADE:

Procurement, Bin # 37
 Arizona Department of Education
 1535 West Jefferson
 Phoenix, AZ 85007
 Telephone: (602) 364-2517
 Fax: (602) 364-0598
 Email: ProcurementInbox@azed.gov

Technical Contact: Janice Cruz
 Telephone: (602) 364-2602
 Email: janice.cruz@azed.gov

20. Insurance Requirements (see Attachment C)

21. Documents Incorporated By Reference

The Uniform Terms and Conditions are attached and incorporated into this document and may be obtained by visiting:

[Uniform Terms and Conditions r10.5 03-24](#)

	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK IGA Number: CTR079573	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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1. Background

- 1.1 The passage of Arizona Senate Bill 1744 established the Community College Adult Education and Workforce Development Program within the Arizona Department of Education (ADE), as described in ARS §15-217.01. The application, developed by Adult Education Services, was approved by the Arizona State Board of Education. The application process was conducted to identify eligible community college districts.
- 1.2 The Eligibility Requirements are as follows:
- 1.2.1 A community college district that is established pursuant to section §15-1402; and
 - 1.2.2 Provide adult education and literacy activities that prepare adult learners for attainment of a high school diploma or high school equivalency diploma; and
 - 1.2.3 Provide adult learners with access to integrated education and training models, including workforce training, industry-recognized credentials, degree programs, or workforce programs that are accredited by a regional accrediting body that is recognized by the U.S. Department of Education.
- 1.3 Nine community college districts met all three eligibility requirements and were approved to participate in the Community College Adult Education and Workforce Development Program to provide adult learners with preparation for and access to integrated education and training, as defined in the Workforce Innovation and Opportunity Act (P.L. 113-128; 128 STAT. 1425; 29 United States Code Section 3272) and additional study and support services. Per ARS §15-217.01(B), "If a program applicant is eligible pursuant to subsection B, the department of education shall distribute monies to the program applicant as prescribed in subsection D."
- 1.3.1 The ADE may request information from a service provider for the purpose of determining eligibility and funding distributions as described in ARS §15-217.01(G).
 - 1.3.2 The ADE shall conduct a process to bring a service provider into compliance or revoke authorization to participate in the *Community College Adult Education Workforce Development Program*.

2. Purpose

The purpose is for the Contractor to provide adult education and literacy and support services to adult learners for access to integrated education and training, including workforce training, industry-recognized credentials, degree programs or workforce programs that are accredited by a regional accrediting body, recognized by the U.S. Department of Education.

3. Requirements

The Contractor shall:

- 3.1 Provide classes to adult learners who are lawfully present in the United States, as described under ARS §15-232(B). This requirement shall be enforced without regard to race, religion, gender, ethnicity, or national origin.



INTERGOVERNMENTAL AGREEMENT

SCOPE OF WORK

IGA Number: CTR079573

Arizona Department of
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1535 W Jefferson, Bin # 37
Phoenix, Arizona 85007

- 3.2 Meet all eligibility requirements as described under ARS §15-217.01(B) to continue participation in the Community College Adult Education and Workforce Development Program.
- 3.2.1 Be an established community college district pursuant to section §15-1402.
- 3.2.2 Provide adult education and literacy activities that prepare adult learners for attainment of a high school diploma or high school equivalency diploma.
- 3.2.3 Provide adult learners with access to integrated education and training models, including workforce training, industry-recognized credentials, degree programs, or workforce programs that are accredited by a regional accrediting body, recognized by the U.S. Department of Education.
- 3.3 Provide integrated education and training services concurrently with adult education and literacy activities concurrently and contextually, including workforce preparation activities and occupational skills training for a specific occupation or occupational cluster for the purpose of educational and career advancement. Instruction is based on occupationally relevant materials and participation is intended for eligible individuals at all skill levels, including adult learners with barriers to employment. Required integrated education and training components are:
- 3.3.1 Adult education and literacy,
- 3.3.2 Workforce preparation activities,
- 3.3.3 Occupational skills training.
- 3.4 Issuance of a high school diploma to adult learners that meet all graduation requirements described under ARS §15-701.00 and ARS §15-217.01.
- 3.5 Issuance of a high school equivalency diploma to adult learners that meet all graduation requirements described under ARS §15-702 and ARS §15-217.01.
- 3.6 Attend required meetings scheduled by the Arizona Department of Education-Adult Education and High School Equivalency Services.

4. Funding Restrictions

The Contractor shall be funded as follows:

- 4.1 The Contractor may receive up to \$5,000, at a maximum, per full-time adult learner each fiscal year.
- 4.2 Part-time adult learners shall be funded in proportion to the number of enrolled courses or hours of instruction that may accumulate each quarter and are capped at the \$5,000 maximum per learner each fiscal year.
- 4.3 Each quarter, the ADE shall distribute funds to the Contractor that meets the criteria prescribed in subsection B in a proportional manner based on the number of adult learners



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each program serves. The total amount distributed pursuant to this paragraph in any quarter may not exceed the sum of:

4.3.1 One-fourth of the total amount that is allocated in the fiscal year.

4.3.2 The total amount of unspent funds, if any, that were allocated in the previous quarter.

4.4 The ADE shall distribute funds to the Contractor as prescribed in subsection D of ARS §15-217.01. Each quarter the Arizona Department of Education shall distribute funds to all approved programs that meet the criteria prescribed in subsection B, in a proportional manner based on the number of adult learners each program serves in the quarter.

5. Tasks

The Contractor shall:

5.1 Ensure that adult learners meet both requirements as described under ARS §15-217.01(C).

5.1.1 Enrolls in a community college adult education program

5.1.2 Pursues academic skills development related to adult education and literacy activities as defined in the workforce innovation and opportunity act.

5.2 Increase capacity to provide adult education and literacy services from funds received and in addition may use other funds to assist in carrying out the purpose of the Community College Adult Education and Workforce Development Program. A portion of funds may be used for additional support services listed below, to ensure success of adult learners.

5.2.1 Transportation assistance for adult learners with a demonstrated need.

5.2.2 Childcare services for dependents of adult learners while the adult learners are on-site.

5.2.3 College and career counseling.

5.2.4 Job placement assistance.

5.3 Maintain appropriate documentation and auditable records verifying adult learners' enrollment, attendance, and participation for potential future audits by the Arizona Department of Education.

5.4 Prepare and submit accurate reports to ADE, including monthly and final reports, as requested.

6. State Provided Items

The ADE Adult Education Services will provide:

6.1 An enrollment tracker and invoice template to the Contractor for quarterly submission

6.2 An annual report template to the Contractor for annual reporting submission.

	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK IGA Number: CTR079573	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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7. Approvals

The ADE will:

- 7.1 Review and approve the quarterly enrollment tracker and invoice submitted by the Contractor before funds are distributed.

8. Deliverables

The Contractor shall:

- 8.1 Submit a quarterly enrollment tracker and invoice, due by the 20th of the month, following the end of each quarter.
 - 8.1.1 Quarter 1, from July to September, enrollment tracker and invoice due by October 20th.
 - 8.1.2 Quarter 2, from October to December, enrollment tracker and invoice due by January 20th.
 - 8.1.3 Quarter 3, from January to March, enrollment tracker and invoice due by April 20th.
 - 8.1.4 Quarter 4, from April to June, enrollment tracker and invoice due by June 20th.
- 8.2 Submit an annual report due by November 5th following the end of the program year, which must include the following:
 - 8.2.1 The number of adult learners enrolled in the program.
 - 8.2.2 The completion rate of high school diplomas or high school equivalency diplomas earned by adult learners enrolled in the program.
 - 8.2.3 The average progress of adult learners toward meeting completion criteria.
 - 8.2.4 The number and type of industry-recognized credentials, community college certificates, community college degree credits and community college degrees earned by adult learners enrolled in the program.
 - 8.2.5 A descriptive summary of the Community College Adult Education Workforce Development Program offered.
 - 8.2.6 The number of adult learners who have newly acquired proficiency in the English language.
 - 8.2.7 Information required for performance measures adopted by the Arizona State Board of Education pursuant to section 15-217.

	<p align="center">INTERGOVERNMENTAL AGREEMENT</p> <p align="center">ATTACHMENT A: PROJECT BUDGET</p> <p align="center">IGA Number: CTR079573</p>	<p align="center">Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007</p>
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Budget

Description	Per Individual Cost
Full time adult learner	Maximum of \$5,000.00 per year
Part-time adult learner (as specified in Scope of Work Section 4.2)	Maximum of \$5,000.00 per year

	<p>INTERGOVERNMENTAL AGREEMENT</p> <p>ATTACHMENT B: INTELLECTUAL PROPERTY</p> <p>IGA Number: CTR079573</p>	<p>Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007</p>
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1. Definition of Terms: For purposes hereof, the terms listed below are defined as follows:
 - 1.1. *"Invention"* shall mean any idea, design, concept, technique, process, machine, discovery or improvement, whether or not patentable, conceived of or made solely or jointly by Contractor and Contractor's employees, or jointly by Contractor and Contractor's employees with one or more employees of ADE, during the term of this Agreement and in the performance of this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in the performance of the Agreement.
 - 1.2. *"Materials"* shall mean any computer software, computer programs, architecture, computer functionalities, computer interfaces, computer code, computer files, images, photographs, designs, forms, data listings, or compilations or databases, graphics, artwork, text or writings, documents, abstracts and summaries thereof or any other related items or information reasonably required for the performance of the Services. "Materials" include Materials created by or for ADE (*"ADE Materials"*) and Materials created by or for Contractor (*"Contractor Materials"*).
2. Contractor Materials and Inventions. As between the parties, Contractor shall own all rights, title, and interests, in and to: all Contractor Materials and Inventions, including all patents, copyrights, trade secrets, and any other intellectual property rights pertaining thereto; all changes, modifications, updates or enhancements thereto made by Contractor; and all derivative works therefrom. Contractor shall grant to ADE for the duration of the term of the Agreement a nonexclusive, worldwide right and license to copy, distribute, transmit, display, perform, create derivative works from, sub-license and otherwise use and exploit the Contractor Materials, in any medium now known or hereafter developed, provided that ADE and Contractor shall negotiate in good faith a mutually agreeable arrangement for an appropriate licensing fee payable to Contractor for any such license that will allow Contractor to recover any of its direct, out of pocket development costs in such Contractor Materials. To the extent any such license to ADE relates to Contractor Materials licensed from a third party and such third party license permits use of the Materials outside of the scope of this Agreement or Statement of Work without any additional incremental charge, then the license between ADE and Contractor shall likewise not include any additional incremental charge (over and above cost recovery for Contractor) with respect to such Materials. Except as otherwise requested or approved by Contractor, ADE shall cease all use of the Contractor Materials upon expiration or termination of the Agreement and shall immediately return or destroy the same at Contractor's direction.
3. ADE Materials and Inventions. From time to time, ADE may provide Contractor with certain ADE Materials. ADE shall own all rights, title, and interests in and to: all ADE Materials and Inventions including all patents, copyright, trade secrets, and any other intellectual property rights pertaining thereto; all changes, modifications, updates or enhancements thereto made by ADE or Contractor; and all derivative works therefrom. ADE hereby grants to Contractor a revocable, nonexclusive, non-assignable, non-transferable, worldwide limited right and license to copy, distribute, transmit, display, perform, create derivative works, sublicense and otherwise use and exploit the ADE Materials for the performance of the Services hereunder. The foregoing license does not give Contractor, and Contractor is not authorized, to sublicense such ADE Materials. Except as otherwise requested or approved by ADE, Contractor shall cease all use of the ADE Materials upon expiration or termination of the Agreement, and shall immediately return or destroy the same at ADE's direction.

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT</p> <p style="text-align: center;">ATTACHMENT B: INTELLECTUAL PROPERTY</p> <p style="text-align: center;">IGA Number: CTR079573</p>	<p style="text-align: center;">Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007</p>
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4. Joint Inventions. During the term of this Agreement, the parties jointly may conceive of Inventions relating to the provision of Services hereunder. In such event, Contractor and ADE shall jointly own any such Invention. All rights, title, and interests are jointly and equally shared by the Contractor and the ADE. In the event that such Inventions relate to Materials licensed from a third party and such third party requires fees for said Materials, each party shall be responsible for covering the costs of their use of these third party Materials outside the scope of this Agreement. To the extent any such Inventions relates to Materials licensed from a third party and such third party license permits use of the Materials outside of the scope of this Agreement or Statement of Work without any additional incremental charge, then likewise, there shall be no additional incremental charge to either party by the other with respect to such Materials.

	INTERGOVERNMENTAL AGREEMENT ATTACHMENT C: INSURANCE REQUIREMENTS IGA Number: CTR079573	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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1. Indemnification

1.1. Mutual Indemnification. 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.

1.2. In addition, Yavapai County Community College District dba Yavapai College shall cause its Contractor(s) and Subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Yavapai County Community College District dba Yavapai College's or any of the directors, officers, agents, or employees or Subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

2. Insurance Requirements for Governmental Parties to an IGA: None.

3. Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement

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

3.2. **Minimum Scope and Limits of Insurance.** Contractor shall provide coverage with limits of liability not less than those stated below.

3.2.1. **Commercial General Liability – Occurrence Form**
 Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

3.2.1.1. General Aggregate \$2,000,000



INTERGOVERNMENTAL AGREEMENT

ATTACHMENT C: INSURANCE REQUIREMENTS

IGA Number: CTR079573

Arizona Department of Education
1535 W Jefferson, Bin # 37
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- 3.2.1.2. Products – Completed Operations Aggregate \$1,000,000
- 3.2.1.3. Personal and Advertising Injury \$1,000,000
- 3.2.1.4. Blanket Contractual Liability – Written and Oral \$1,000,000
- 3.2.1.5. Damage to Rented Premises \$ 50,000
- 3.2.1.6. Each Occurrence \$1,000,000

3.2.1.7. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

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

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

3.2.2. **Business Automobile Liability.** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

3.2.2.2. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

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

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

3.2.2.4. Policy shall contain a severability of interest provision.

3.2.3. **Worker's Compensation and Employers' Liability**

- 3.2.3.1. Workers' Compensation Statutory

	INTERGOVERNMENTAL AGREEMENT ATTACHMENT C: INSURANCE REQUIREMENTS IGA Number: CTR079573	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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3.2.3.2. Employers' Liability

3.2.3.2.1.	Each Accident	\$ 500,000
3.2.3.2.2.	Disease – Each Employee	\$ 500,000
3.2.3.2.3.	Disease – Policy Limit	\$1,000,000

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

3.2.3.4. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. § 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

3.3. **Additional Insurance Requirements.** The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Contractor's policies stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

3.3.2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

3.4. **Notice Of Cancellation:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

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

3.6. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

3.6.1. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT</p> <p style="text-align: center;">ATTACHMENT C: INSURANCE REQUIREMENTS</p> <p style="text-align: center;">IGA Number: CTR079573</p>	<p style="text-align: center;">Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007</p>
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be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

- 3.6.2. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- 3.7. **Subcontractors:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 3.8. **Approval:** Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- 3.9. **Exceptions:** In the event the Contractor or Subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or Subcontractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Between

Yavapai County Community College District

And

Tri-City College Preparatory High School

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

Witnesseth:

Whereas, on May 15, 2024, College and Charter School entered into an IGA for the purpose of offering college level courses that may be counted towards both high school and college graduation requirements effective through June 30, 2027, and;

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

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

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

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

Yavapai County Community College District

Tri-City College Preparatory High School

Tamela Hal

By: Lisa B. Rhine, Ph.D.

By: Tamela Halvorson

Title: President

Title: Administrative Director

Date: _____

Date: 11/19/2025

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Between

Yavapai County Community College

District And

Bagdad Unified School District #20

This First Amendment to Intergovernmental Agreement (IGA) is entered into by and between Yavapai County Community College District, a community college district of the State of Arizona (hereinafter referred to as "College"), and Bagdad Unified School District #20 (herein referred to as "School District") (collectively "Parties). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") 11-951.

Witnesseth:

Whereas, on September 11, 2024, College and School District entered into an IGA for the purpose of offering college level courses that may be counted towards both high school and college graduation requirements effective through June 30, 2027, and;

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

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

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

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

Yavapai County Community College District

Bagdad Unified School District #20

By: Lisa B. Rhine, Ph.D.

By: Corsina Guadagnoli-Jell

Title: President

Title: Superintendent

Date: _____

Date: Dec. 16, 2025

Pursuant to A.R.S. Section 11-952(D), the foregoing Amendment to Agreement has been reviewed by the undersigned attorneys for Yavapai County Community College District and Bagdad Unified School District #20, who have determined that the Amendment is in proper form and within the powers and authority granted under the laws of this State to Yavapai County Community College District and Bagdad Unified School District #20.

By: 

Title: Attorney

Counsel for Yavapai County Community College District

Date: 11-18-2025

By: 

Title: Attorney

Counsel for Bagdad Unified School District #20

Date: 12/18/2025

EXHIBIT A

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

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

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	H.S. TITLE
Culinary Principles	CUL 101	4	1	Bradford	YC Culinary 101
Culinary Fundamentals: Hot Foods	CUL 102	4	2	Bradford	YC Culinary 102
Culinary Fundamentals: Breakfast & Garde Manger	CUL 103	4	1	Bradford	YC Culinary 103
Culinary Fundamentals: Baking & Pastry	CUL 104	4	2	Bradford	YC Culinary 104
United States History I: Colonization to the Civil War	HIS 131	3	1	Barton	
United States History II: Reconstruction to the Present	HIS 132	3	2	Barton	
American National Government	POS 110	3	1	Barton	
College Mathematics	MAT 142	3	1	Diehl	YC College Math 142
Elementary Statistics	MAT 167	3	2	Diehl	YC Elem Statistics 167
Precalculus (Algebra)	MAT 182	3	1	Diehl	YC Precalc 187
Precalculus (Trigonometry)	MAT 183	2	2	Diehl	YC Precalc 187
Gas Tungsten Arc Welding	WLD 200	4	3	Lamer	YC Welding 200 GTAW
Gas Metal Arc Welding	WLD 210	4	3	Lamer	YC Welding 210 GMAW
Welded Metal Fabrication	WLD 250	4	3	Lamer	YC Welding 250 Fabrication



YAVAPAI COUNTY ATTORNEY'S OFFICE
DENNIS M. MCGRANE, COUNTY ATTORNEY

255 East Gurley Street
Prescott, AZ 86301
www.yavapaiaz.gov/coatty
ycao@yavapaiaz.gov



November 17, 2025

Attorney Client Privileged Communication

Yavapai College District Governing Board
1100 E. Sheldon St.
Prescott, Arizona 86301

Re: Waiver of Conflict Regarding the Yavapai College Agreement for Nursing Student Placement with Yavapai County Community Health Services as well as any other related agreements, contracts and legal assistance.

Dear Yavapai College District Governing Board:

Yavapai County has requested that the Yavapai County Attorney's Office ("YCAO") provide legal services regarding the Yavapai College Agreement for Nursing Student Placement between Yavapai County Community Health Services and Yavapai College District ("Yavapai College")

YCAO recognizes that Yavapai College may have independent legal counsel. Nonetheless, YCAO maintains an attorney-client relationship with Yavapai College by statute and has periodically provided legal advice to Yavapai College. Yavapai College's "client" status does not change even if it uses independent legal representation. It is also possible that both parties may eventually ask YCAO for legal services concerning this matter.

Similar to all other attorneys and law offices, the Yavapai County Attorney, along with his deputies, is subject to the rules of professional conduct. Those rules include limitations as to when a lawyer may provide legal representation to a client if that representation may conflict with the lawyer's representation of another client. In some circumstances, a lawyer may proceed with representation if **all** affected parties provide a **written waiver of the conflict of interest** after being informed of the consequences of such a waiver. The request for legal services regarding the above referenced agreement is one of those circumstances.

Another possibility of concern is the waiver of the attorney-client privilege in common representation situations. Even if YCAO's attorneys only review the above referenced issue(s) on behalf of Yavapai County with the consent of Yavapai College, there is the possibility such an arrangement could be construed as a common representation to which the attorney-client privilege does not attach. If YCAO's attorneys represent both parties in this matter, then neither party would likely have any confidentiality or privilege relative to the other regarding information shared with YCAO.

Criminal Division
(928) 771-3344

Civil Division
(928) 771-3338

Bad Check Program
(928) 771-3490

Victim Services
928-771-3485

Attorney Client Privileged Communication

Yavapai College District Governing Board

November 17, 2025

Re: Waiver of Conflict Regarding the Yavapai College Agreement for Nursing Student Placement with Yavapai County Community Health Services as well as any other related agreements, contracts and legal assistance.

Page 2 of 2

Further conflicts could arise if the parties' interests became adverse to one another. For instance, if one party alleged the other breached an agreement, or if one party violated a material term and the other wanted to seek enforcement of it, or if there was some other unanticipated dispute between the parties, additional conflicts may arise. These potential conflicts may foreclose alternatives that may otherwise be available to one or the other party. It is possible that these limitations or disputes could force YCAO to withdraw from or refuse representation related to the above referenced issue(s).

Even though Yavapai College has not yet requested that YCAO provide legal services on this matter, YCAO also asks that you waive the conflict in the event that Yavapai College requests our legal services, thereby enabling YCAO to provide services to both entities if requested.

Yavapai County's current request is for review of the proposed Yavapai College Agreement for Nursing Student Placement with Yavapai County Community Health Services. However, it is possible that upon analysis of the Yavapai College Agreement for Nursing Student Placement with Yavapai County Community Health Services, YCAO may determine that substantial revisions or additional contracts or agreements are required, so YCAO also asks that you waive any conflict regarding any such additional contracts or agreements between Yavapai County and Yavapai College.

If you feel you understand the above conflict of interest and its consequences, and are comfortable waiving those conflicts, the YCAO asks that you sign and return a copy of the enclosed Waiver of Conflict of Interest upon approval by the College board. YCAO will be asking Yavapai County for a similar waiver. Upon receipt of waivers from **both parties**, YCAO will provide the requested service with respect to the above referenced issue(s).

If you approve the Waiver of Conflict of Interest that is enclosed with this letter, please only return the signed Waiver of Conflict of Interest to me. You may provide a copy of the waiver to me by email at Nicole.Weber@yavapiaz.gov . Please feel free to contact me if you have any questions.

Sincerely,



Nicole Weber
Deputy Yavapai County Attorney

NW:mas

Enclosure: Waiver of Conflict

WAIVER OF CONFLICT OF INTEREST

Re: Waiver of Conflict Regarding the Yavapai College Agreement for Nursing Student Placement Between Yavapai County and Yavapai College District (Yavapai College)

Yavapai College, by and through its Representative, has reviewed the conflict-of-interest letter dated November 17, 2025, from Deputy Yavapai County Attorney Nicole Weber regarding the Yavapai College Agreement for Nursing Student Placement between Yavapai County and Yavapai College . Accordingly, Yavapai College fully understands the implications of waiving the Yavapai County Attorney’s Office’s conflict of interest described in that letter regarding Yavapai County and Yavapai College, both of which are clients of the Yavapai County Attorney’s Office.

Therefore, Yavapai College agrees to the waiver of the conflict of interest and authorizes the Yavapai County Attorney’s Office to proceed with review of the above referenced issue(s) on behalf of Yavapai County or both parties if both parties request services from the Yavapai County Attorney’s Office. Yavapai College also authorizes the Yavapai County Attorney’s Office to review or draft any other necessary contracts or agreements relating to the Yavapai College Agreement for Nursing Student Placement.

Dated this _____ day of _____, 2025.

Yavapai College District

Signature

Name and title

Yavapai College

Provost

Date: January 7, 2026
To: Dr. Lisa Rhine
From: Dr. Douglas Berry, Provost
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 Artificial Intelligence and Machine Learning Certificate and the Early Childhood Education Industry Certificate.

Overview of New Programs

Artificial Intelligence and Machine Learning Certificate

The Artificial Intelligence (AI) and Machine Learning (ML) Certificate program is designed for individuals interested in acquiring knowledge and skills in artificial intelligence and machine learning. This certificate covers the basics of AI and ML, including data analysis, algorithm design, neural networks, deep learning, and natural language processing. Students will also learn about the ethical considerations and real-world applications of AI and ML in various industries. Students who complete the program will be able to apply AI and ML concepts in various industries.

Early Childhood Education Industry Certificate

The Early Childhood Education Industry Certificate is approved by DES and prepares the student to enter the early care and education profession as a teacher-assistant or entry-level child care provider in a birth-preschool setting.

Artificial Intelligence and Machine Learning Certificate

The Artificial Intelligence (AI) and Machine Learning (ML) Certificate program is designed for individuals interested in acquiring knowledge and skills in artificial intelligence and machine learning. This certificate covers the basics of AI and ML, including data analysis, algorithm design, neural networks, deep learning, and natural language processing. Students will also learn about the ethical considerations and real-world applications of AI and ML in various industries. Students who complete the program will be able to apply AI and ML concepts in various industries

Credit Hours Required: 24

Program Requirements

AIM 101 Introduction to Generative AI
AIM 104 AI Ethics Foundations
AIM 205 Introduction to Machine Learning
AIM 221 Computer Vision
AIM 232 Natural Language Processing
CSA 250 Introduction to Artificial Intelligence
CSC 105 Introduction to Programming
CSC 113 Programming: Python

Program Outcomes

Upon successful completion of the Artificial Intelligence and Machine Learning Certificate program, the learner will be able to:

1. Apply programming principles using Python.
2. Analyze and prepare data for Artificial Intelligence (AI) model development.
3. Design machine learning models and generative AI applications that address real-world problems.
4. Develop functional AI projects in Natural Language Processing (NLP) and Computer Vision (CV) that demonstrate applied technical skills.
5. Evaluate AI systems for accuracy, performance, and ethical integrity.
6. Create a professional portfolio that integrates applied AI and machine Learning (ML) projects and demonstrates readiness for entry-level employment or continued study.

YC President

Signature:  Date: 1.7.26

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

Early Childhood Education Industry Certificate

The Early Childhood Education Industry Certificate is approved by DES and prepares the student to enter the early care and education profession as a teacher-assistant or entry-level child care provider in a birth-preschool setting.

Credit Hours Required: 9

Program Requirements

- ECE 200 Introduction to Early Childhood Education
- ECE 240 Family and Community Partnerships
- ECE 270 Health, Safety and Nutrition

Program Outcomes

Upon successful completion of the Early Childhood Education Industry Certificate program, the learner will be able to:

1. Recognize typical and atypical child development of children birth to age eight.
2. Identify the components of developmentally appropriate learning environments for children birth to age eight.
3. Support children's social-emotional development through effective interactions with children, families, and peers.
4. Describe the requirements of early childhood regulatory bodies and related professional organizations.

YC President

Signature:  Date: 1-7-24

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: January 7, 2026
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 Detention Officer Training Academy Certificate, Diagnostic Medical Sonography Certificate, Integrative Health (Fitness/Reiki Trainer) – AAS, Integrative Health (Massage Therapy) – AAS, Integrative Health (Reflexology) – AAS, Massage Therapy Certificate, Reflexology Certificate, and Semiconductor Manufacturing Technician Certificate.

Overview of New Programs

Detention Officer Training Academy Certificate

The Detention Officer Training Academy is an introduction to correctional operations: ethics and professionalism, communication, custody and control, conflict and crisis management, problem solving, officer integrity, hostage survival, riot control measures, defensive tactics, CPR/AED for first responders, medical and mental health issues, and field experience.

Diagnostic Medical Sonography Certificate

The Diagnostic Medical Sonography Certificate Program prepares students for entry-level positions as ultrasound technologists. The program is designed in accordance with the curriculum established by the Joint Review Committee on Education in Diagnostic Medical Sonography (JRC-DMS) and consists of a hybrid structure utilizing: online, classroom and laboratory instruction integrated with hands-on experience in a clinical setting.

The Diagnostic Medical Sonography program may be completed as a one-year certificate for students who already hold an associate degree in an approved healthcare-related field, or as an Associate of Applied Science degree when taken in combination with the required prerequisite courses.

Integrative Health (Fitness/Reiki Trainer) – AAS

The Integrative Health (Fitness/Reiki Trainer) AAS provides students with a cross-disciplinary foundation in the fields of exercise science, sports nutrition, wellness and first aid as applied to personal training and group fitness programming and instruction. It is an ideal path for students needing American Council on Exercise (ACE): Personal Trainer exam review preparation, for those planning to pursue a bachelor's degree in a similar area of study, or for current professionals seeking to update and enhance their knowledge and skills.

Integrative Health (Massage Therapy) - AAS

The Integrative Health (Massage Therapy) AAS provides comprehensive preparation for entry-level practice in a variety of clinical, spa, and wellness settings. The curriculum includes relaxation and therapeutic massage, massage therapy for special populations, spa treatments, and hydrotherapy. Supporting coursework includes body mechanics, anatomy, pathophysiology, business practices, and complementary and integrative health therapies.

Integrative Health (Reflexology) – AAS

The Integrative Health (Reflexology) AAS is designed to prepare students for professional practice in the growing field of integrative and complementary health care. Reflexology is a science and art based on the principle that reflex areas in the feet, hands, ears, and other points correspond to glands, organs, and systems of the body. This degree program provides a strong foundation in reflexology theory and practice, including assessment techniques, therapeutic protocols, energetic applications, auriculotherapy, and integration with aromatherapy, acupressure, Thai massage, and wellness coaching.

Students gain both theoretical knowledge and extensive hands-on experience, with a curriculum that blends Western science and anatomy with traditional and holistic approaches. The program emphasizes professional standards, ethics, client safety, and communication skills to prepare graduates for reflexology practice in wellness centers, spas, integrative health clinics, and private practice.

This program follows national standards in reflexology education and is aligned with recognized reflexology competencies. Standards require hybrid and in-person learning only, with 200 hours in-person with 30 hours hands on feet. The State of Arizona: Reflexology is exempt from massage law, no state license. However, this program makes you eligible to sit for American Reflexology Certification Board (ARCB) exam and certification.

Massage Therapy Certificate

The Massage Therapy Certificate provides comprehensive preparation for entry-level practice in a variety of clinical, spa, and wellness settings. The curriculum includes relaxation and therapeutic massage, massage therapy for special populations, spa treatments, and hydrotherapy. Supporting coursework includes body mechanics, anatomy, pathophysiology, business practices, and complementary and integrative health therapies.

Reflexology Certificate

The Reflexology Certificate is designed to prepare students for professional practice in the growing field of integrative and complementary health care. Reflexology is a science and art based on the principle that reflex areas in the feet, hands, ears, and other points correspond to glands, organs, and systems of the body. This degree program provides a strong foundation in reflexology theory and practice, including assessment techniques, therapeutic protocols, energetic applications, auriculotherapy, and integration with aromatherapy, acupressure, Thai massage, and wellness coaching.

Students gain both theoretical knowledge and extensive hands-on experience, with a curriculum that blends Western science and anatomy with traditional and holistic approaches. The program emphasizes professional standards, ethics, client safety, and communication skills to prepare graduates for reflexology practice in wellness centers, spas, integrative health clinics, and private practice.

This program follows national standards in reflexology education and is aligned with recognized reflexology competencies. Standards require hybrid and in-person learning only, with 200 hours in-person with 30 hours hands on feet. The State of Arizona: Reflexology is exempt from massage law, no state license. However, this program makes you eligible to sit for American Reflexology Certification Board (ARCB) exam and certification.

Semiconductor Manufacturing Technician Certificate

The Semiconductor Manufacturing Technician Certificate is designed to prepare students for entry level positions in the semiconductor chip making industry where knowledge of wafer manufacturing, equipment operation and troubleshooting, cleanroom technologies, and basic electricity and electronics are a major

part of the job. Students pursuing this certificate will most likely be required to participate in multi-year apprenticeships once hired by various chip manufacturers.

Detention Officer Training Academy Certificate

The Detention Officer Training Academy is an introduction to correctional operations: ethics and professionalism, communication, custody and control, conflict and crisis management, problem solving, officer integrity, hostage survival, riot control measures, defensive tactics, CPR/AED for first responders, medical and mental health issues, and field experience.

Credit Hours Required: 16

Program Requirements

AJS 294 Detention Officer Training Academy

Program Outcomes

Upon successful completion of the Detention Officer Training Academy Certificate, the learner should be able to:

1. Explain the basic principles of effective inmate supervision when working in a county jail or correctional facility.
2. Identify legal definitions, concepts, and principles to Arizona law enforcement, courts, or correctional settings.
3. Communicate information in a clear and organized manner.
4. Identify the methods and purposes of institutional safety as it relates to inmate control and supervision.
5. Analyze ethical dilemmas encountered in the law enforcement and/or corrections fields.
6. Apply constitutional, statutory, procedural, and case law to real-life correctional situations.
7. Adapt to the diverse and multicultural nature of American society.
8. Explain the importance of inmate rights and essential services.
9. Demonstrate physical fitness standards.
10. Demonstrate initial assessments of injuries and/or illness and appropriate first aid procedures.
11. Demonstrate defensive tactics according to AZ POST standards.
12. Demonstrate the components involved in booking, global, and incident searches.
13. Explain the values and purpose of officer integrity.
14. Demonstrate problem solving skills in simulated hostage situations.
15. Demonstrate problem solving skills in simulated riot situations.
16. Demonstrate all correctional operations and processes in a real-world field experience.

YC President

Signature:  Date: 1-9-20

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

Diagnostic Medical Sonography Certificate

The Diagnostic Medical Sonography Certificate Program prepares students for entry-level positions as ultrasound technologists. The program is designed in accordance with the curriculum established by the Joint Review Committee on Education in Diagnostic Medical Sonography (JRC-DMS) and consists of a hybrid structure utilizing: online, classroom and laboratory instruction integrated with hands-on experience in a clinical setting.

The Diagnostic Medical Sonography program may be completed as a one-year certificate for students who already hold an associate degree in an approved healthcare-related field, or as an Associate of Applied Science degree when taken in combination with the required prerequisite courses.

Credit Hours Required: 30

Program Requirements (30 credits)

DMS 100 Introduction to Diagnostic Medical Sonography
DMS 101 Sonography Principles and Instrumentation I
DMS 102 Sonography Principles and Instrumentation II
DMS 110 Sonography Clinical Education I
DMS 111 Sonography Clinical Education II
DMS 112 Sonography Clinical Education III
DMS 120 Abdomen and Superficial Structures I
DMS 121 Introduction to OB-GYN Procedures
DMS 122 Abdomen and Superficial Structures II
DMS 123 Introduction to Vascular Procedures I
DMS 124 Vascular Procedures II
DMS 130 Sonography Registry Review and Professional Development

Program Goal

To prepare competent entry-level sonographers in the cognitive (knowledge), psychomotor (skills), and affective (behavior) learning domains for the following concentration(s) offered:

- Abdominal (AB) sonography - Extended
- Vascular (VT) sonography

Program Outcomes

Upon successful completion of the Diagnostic Medical Sonography Certificate program, the learner will:

1. Demonstrate clinical competency in performing diagnostic sonographic examinations and procedures across diverse patient populations and clinical settings.
2. Integrate and apply patient history, clinical data, and sonographic findings to support accurate diagnostic interpretation and comprehensive patient care.
3. Apply ultrasound physics and instrumentation principles to optimize image quality and ensure safe and effective use of sonographic technology.
4. Communicate effectively with patients, physicians, and members of the healthcare team while maintaining patient comfort, confidentiality, and understanding.
5. Utilize critical thinking and problem-solving skills to adapt protocols, troubleshoot imaging challenges, and respond to dynamic clinical situations.
6. Exhibit professional behavior consistent with legal, ethical, and regulatory standards of practice, including accountability, respect, and constructive responsiveness to feedback.

Integrative Health (Fitness/Reiki Trainer) - AAS

The Integrative Health (Fitness/Reiki Trainer) AAS provides students with a cross-disciplinary foundation in the fields of exercise science, sports nutrition, wellness and first aid as applied to personal training and group fitness programming and instruction. It is an ideal path for students needing American Council on Exercise (ACE): Personal Trainer exam review preparation, for those planning to pursue a bachelor's degree in a similar area of study, or for current professionals seeking to update and enhance their knowledge and skills.

Credit Hours Required: 60

AAS General Education Requirements (19 credits)

- Written Communication or Oral Communication **Credits: 6**
- Mathematics **Credits: 3**
- Natural Sciences **Credits: 4**
- NTR 145 - Food and Culture (Social and Behavioral Sciences) **Credits: 3**
- Arts and Humanities AND/OR Social and Behavioral Sciences AND/OR Institutions in the Americas **Credits: 3**

Program Requirements (41 credits)

Students will earn the Fitness Instructor/Trainer Certificate after completing the following courses: EXW 100M, 130H, 152, 157, 251, and 252.

ENT 210 Vision to Business Plan - Entrepreneur's Institute
EXW 100M Foundations of Mind-Body Exercise
EXW 130H Weight Management
EXW 130J Weight Loss and Health with Whole Food
EXW 152 Personal Health and Wellness
EXW 157 Performance Nutrition
EXW 160 Health and Wellness Coaching
EXW 205 Stress Management
EXW 210 Introduction to Mindfulness Meditation & Self-Compassion
EXW 230 Complementary and Integrative Health Therapies
EXW 251 Integrated and Applied Exercise Science
EXW 252 ACE Personal Trainer Preparation
IHF 110 Meditation for Well-Being
IHF 130 Hatha Yoga
IHF 160 T'ai Chi
IHF 190 Reiki
IHF 220 Herbal Remedies
NTR 135 Human Nutrition

Program Outcomes

Upon successful completion of the Integrative Health (Fitness/Reiki Trainer) degree program, the learner will be able to:

1. Use Frequency Intensity Time Type Enjoyment (F.I.T.T.E.) and strength training principles to develop and evaluate the effectiveness of programs for individuals and/or groups that will enhance the five components of fitness.
2. Explain the acute and chronic effects and adaptations of exercise on the cardiovascular and musculoskeletal system.
3. Describe how behavior modification strategies apply to the relationship between diet and exercise within the scope of practice of a personal trainer.
4. Explain medical procedures as they relate to exercise.
5. Integrate mind-body components into the design of personal training sessions.

YC President

Signature: _____



Date: _____

1-9-26

Approved Not Approved

Approved/Change Noted: _____

District Governing Board

Board Meeting Agenda: _____

Date: _____

Approved Not Approved

Approved/Change Noted: _____

Integrative Health (Massage Therapy) - AAS

The Integrative Health (Massage Therapy) AAS provides comprehensive preparation for entry-level practice in a variety of clinical, spa, and wellness settings. The curriculum includes relaxation and therapeutic massage, massage therapy for special populations, spa treatments, and hydrotherapy. Supporting coursework includes body mechanics, anatomy, pathophysiology, business practices, and complementary and integrative health therapies.

Credit Hours Required: 63

AAS General Education Requirements (19 Credits)

- Written Communication or Oral Communication **Credits: 6**
- Mathematics **Credits: 3**
- BIO 160 - [Intro to Human Anatomy and Physiology](#) (Natural Sciences) **Credits: 4**
- Arts and Humanities AND/OR Social and Behavioral Sciences AND/OR Institutions in the Americas **Credits: 6**

Program Requirements (44 credits)

Students will earn the Massage Therapy Certificate after completing the following courses: AHS 240, BIO 160, BSA 131, EXW 230, and all IHM courses in the program.

AHS 240 Human Disease Process
BSA 131 Introduction to Business
ENT 210 Vision to Business Plan - Entrepreneur's Institute
EXW 130J Weight Loss and Health with Whole Food
EXW 160 Health and Wellness Coaching
EXW 205 Stress Management
EXW 230 Complementary and Integrative Health Therapies
IHM 130 Applied Massage Therapy
IHM 150 Therapeutic Massage I
IHM 155 Practicum: Relaxation Massage
IHM 170 Therapeutic Massage II
IHM 175 Practicum: Therapeutic Massage
IHM 210 Therapeutic Massage III
IHM 215 Practicum: Massage Therapy for Special Populations
IHM 230 Therapeutic Massage IV
IHM 235 Practicum: Spa/Hydrotherapy
IHM 250 Therapeutic Massage V
NTR 135 Human Nutrition

Program Outcomes

Upon successful completion of the Integrative Health (Massage Therapy) degree program, the learner will be able to:

1. Demonstrate various methods of massage therapy.
2. Discuss massage benefits and contraindications
3. Demonstrate proper body mechanics.
4. Demonstrate draping, hygiene, sanitation and safety for client care.
5. Apply ethical and legal requirements for integrative health.
6. Utilize anatomy, physiology, and medical terminology.
7. Apply various massages to clients with specific needs.
8. Communicate professionally, including verbal and nonverbal interactions, with others.
9. Demonstrate clinical documentation.
10. Combine professional components such as job readiness and workplace dynamics as they relate to massage therapy.
11. Evaluate massage therapy's role in complementary and alternative medicine.

YC President

Signature:  Date: 1.9.26

Approved / Not Approved

Approved/Change Noted: _____

District Governing Board

Board Meeting Agenda: _____ Date: _____

Approved / Not Approved

Approved/Change Noted: _____

Integrative Health (Reflexology) - AAS

The Integrative Health (Reflexology) AAS is designed to prepare students for professional practice in the growing field of integrative and complementary health care. Reflexology is a science and art based on the principle that reflex areas in the feet, hands, ears, and other points correspond to glands, organs, and systems of the body. This degree program provides a strong foundation in reflexology theory and practice, including assessment techniques, therapeutic protocols, energetic applications, auriculotherapy, and integration with aromatherapy, acupressure, Thai massage, and wellness coaching.

Students gain both theoretical knowledge and extensive hands-on experience, with a curriculum that blends Western science and anatomy with traditional and holistic approaches. The program emphasizes professional standards, ethics, client safety, and communication skills to prepare graduates for reflexology practice in wellness centers, spas, integrative health clinics, and private practice.

This program follows national standards in reflexology education and is aligned with recognized reflexology competencies. Standards require hybrid and in-person learning only, with 200 hours in-person with 30 hours hands on feet. The State of Arizona: Reflexology is exempt from massage law, no state license. However, this program makes you eligible to sit for American Reflexology Certification Board (ARCB) exam and certification.

Credit Hours Required: 63

AAS General Education Requirements (19 credits)

- Written Communication or Oral Communication **Credits: 6**
- Mathematics **Credits: 3**
- Natural Sciences **Credits: 4**
- Arts and Humanities AND/OR Social and Behavioral Sciences AND/OR Institutions in the Americas **Credits: 6**

Program Requirements (44 credits)

Students will earn the Reflexology Certificate after completing all IHR courses in the program.

AHS 173 Legal and Ethical Issues in Healthcare
ENT 210 Vision to Business Plan - Entrepreneur's Institute
EXW 100M Foundations to Mind-Body Exercise
EXW 130J Weight Loss and Health with Whole Food
EXW 160 Health and Wellness Coaching
EXW 205 Stress Management
EXW 230 Complementary and Integrative Health Therapies
IHR 110 Western Approach to Reflexology
IHR 130 Pathology & Assessment in Reflexology
IHR 150 Emotional Balance in Reflexology
IHR 170 Auriculotherapy in Reflexology
IHR 190 Reflexology Assessment I
IHR 200 Introduction to Energetic Acupressure
IHR 210 Aromatherapy & Foot Chakra Reflexology
IHR 230 Reflexology Assessment II
IHR 240 Polarity: Reflexology
IHR 250 Thai Foot Massage
IHR 260 East Indian Massage: Head Acupressure
IHR 270 Hand Reflexology
IHR 280 Face-Lift Acupressure
NTR 135 Human Nutrition

Program Outcomes

Upon successful completion of the Integrative Health (Reflexology) degree program, the learner will be able to:

1. Demonstrate proficiency in reflexology theory and practice for feet, hands, ears, and related protocols.
2. Apply knowledge of anatomy, physiology, and pathology in reflexology assessment and treatment planning.
3. Utilize integrative techniques to enhance reflexology sessions.
4. Facilitate emotional balance and client self-awareness through mindful communication, dialogue, and coaching strategies.
5. Perform comprehensive reflexology assessments.
6. Incorporate cultural diversity, traditional healing approaches, and holistic perspectives into client-centered care.
7. Communicate with clients and health professionals, ensuring ethical and professional standards.
8. Develop treatment plans in professional reflexology practice.
9. Identify ethical, legal, safety and liability issues.
10. Integrate health and wellness coaching principles to support client lifestyle change and well-being.
11. Demonstrate readiness for professional reflexology practice.

YC President

Signature: _____



Date: _____

1-9-26

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

Massage Therapy Certificate

The Massage Therapy Certificate provides comprehensive preparation for entry-level practice in a variety of clinical, spa, and wellness settings. The curriculum includes relaxation and therapeutic massage, massage therapy for special populations, spa treatments, and hydrotherapy. Supporting coursework includes body mechanics, anatomy, pathophysiology, business practices, and complementary and integrative health therapies.

Credit Hours Required: 36

Program Requirements (36 credits)

AHS 240 Human Disease Process
BIO 160 Introduction to Human Anatomy and Physiology
BSA 131 Introduction to Business
EXW 230 Complementary and Integrative Health Therapies
IHM 130 Applied Massage Therapy
IHM 150 Therapeutic Massage I
IHM 155 Practicum: Relaxation Massage
IHM 170 Therapeutic Massage II
IHM 175 Practicum: Therapeutic Massage
IHM 210 Therapeutic Massage III
IHM 215 Practicum: Massage Therapy for Special Populations
IHM 230 Therapeutic Massage IV
IHM 235 Practicum: Spa/Hydrotherapy
IHM 250 Therapeutic Massage V

Program Outcomes

Upon successful completion of the Massage Therapy Certificate, the learner will be able to:

1. Demonstrate various methods of massage therapy.
2. Discuss massage benefits and contraindications
3. Demonstrate proper body mechanics.
4. Demonstrate draping, hygiene, sanitation and safety for client care.
5. Apply ethical and legal requirements for integrative health.
6. Utilize anatomy, physiology, and medical terminology.
7. Apply various massages to clients with specific needs.
8. Communicate professionally, including verbal and nonverbal interactions, with others.
9. Demonstrate clinical documentation.
10. Combine professional components such as job readiness and workplace dynamics as they relate to massage therapy.
11. Evaluate massage therapy's role in complementary and alternative medicine.

Reflexology Certificate

The Reflexology Certificate is designed to prepare students for professional practice in the growing field of integrative and complementary health care. Reflexology is a science and art based on the principle that reflex areas in the feet, hands, ears, and other points correspond to glands, organs, and systems of the body. This degree program provides a strong foundation in reflexology theory and practice, including assessment techniques, therapeutic protocols, energetic applications, auriculotherapy, and integration with aromatherapy, acupressure, Thai massage, and wellness coaching.

Students gain both theoretical knowledge and extensive hands-on experience, with a curriculum that blends Western science and anatomy with traditional and holistic approaches. The program emphasizes professional standards, ethics, client safety, and communication skills to prepare graduates for reflexology practice in wellness centers, spas, integrative health clinics, and private practice.

This program follows national standards in reflexology education and is aligned with recognized reflexology competencies. Standards require hybrid and in-person learning only, with 200 hours in-person with 30 hours hands on feet. The State of Arizona: Reflexology is exempt from massage law, no state license. However, this program makes you eligible to sit for American Reflexology Certification Board (ARCB) exam and certification.

Credit Hours Required: 26

Program Requirements (26 credits)

IHR 110 Western Approach to Reflexology
IHR 130 Pathology & Assessment in Reflexology
IHR 150 Emotional Balance in Reflexology
IHR 170 Auriculotherapy in Reflexology
IHR 190 Reflexology Assessment I
IHR 200 Introduction to Energetic Acupressure
IHR 210 Aromatherapy & Foot Chakra Reflexology
IHR 230 Reflexology Assessment II
IHR 240 Polarity: Reflexology
IHR 250 Thai Foot Massage
IHR 260 East Indian Massage: Head Acupressure
IHR 270 Hand Reflexology
IHR 280 Face-Lift Acupressure

Program Outcomes

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

1. Demonstrate proficiency in reflexology theory and practice for feet, hands, ears, and related protocols.
2. Apply knowledge of anatomy, physiology, and pathology in reflexology assessment and treatment planning.
3. Utilize integrative techniques to enhance reflexology sessions.
4. Facilitate emotional balance and client self-awareness through mindful communication, dialogue, and coaching strategies.
5. Perform comprehensive reflexology assessments.
6. Incorporate cultural diversity, traditional healing approaches, and holistic perspectives into client-centered care.
7. Communicate with clients and health professionals, ensuring ethical and professional standards.
8. Develop treatment plans in professional reflexology practice.
9. Identify ethical, legal, safety and liability issues.
10. Integrate health and wellness coaching principles to support client lifestyle change and well-being.
11. Demonstrate readiness for professional reflexology practice.

Semiconductor Manufacturing Technician Certificate

The Semiconductor Manufacturing Technician Certificate is designed to prepare students for entry level positions in the semiconductor chip making industry where knowledge of wafer manufacturing, equipment operation and troubleshooting, cleanroom technologies, and basic electricity and electronics are a major part of the job. Students pursuing this certificate will most likely be required to participate in multi-year apprenticeships once hired by various chip manufacturers.

Credit Hours Required: 17

Program Requirements

ELT 101 Basic Electricity
SCM 100 Semiconductor Industry Foundations
SCM 105 The Manufacturing Cleanroom Environment
SCM 205 G-Particle Wafer Photolithography
SCM 210 Vacuum Technology Basics in Manufacturing
SCM 215 Plasma Etching in Wafer Manufacturing

Program Outcomes

1. Facilitate operations and basic repairs of G-Particle Wafer Photolithography machinery in constructing a semiconductor wafer.
2. Perform cleanroom protocols to required industry specifications.
3. Troubleshoot basic semiconductor manufacturing equipment errors.
4. Troubleshoot vacuum technology issues.
5. Facilitate operations and basic repairs of Plasma Etching machinery in constructing a semiconductor wafer.

YC President

Signature:  Date: 1.9.24

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: January 7, 2026
To: Dr. Lisa Rhine
From: Dr. Marylou Mercado, Vice President, Workforce Development and Health Sciences
RE: Curriculum Proposal – Program Deletions

The following curriculum proposals have been reviewed by the appropriate faculty, Associate Vice President of Instruction and Early College, and the Curriculum Committee. We recommend approval of the deletion of the Brewing Technology Certificate and the Limited X-Ray Transition Certificate.

Overview of Program Deletions

Brewing Technology Certificate

The Brewing Technology Certificate provides students with the knowledge and skills to enter into the brewing industry in entry-level positions. These courses include brewing equipment and maintenance, beer production, styles, and food safety principles.

Limited X-Ray Transition Certificate

The Limited X-Ray Transition Certificate is comprised of two courses designed for the Limited X-Ray Machine Operator student who wishes to complete the Radiologic Technology AAS. Students who have completed the Limited X-Ray Machine Operator Certificate will be eligible, within two years of completion, to apply for placement into the third semester of the Radiologic Technology AAS Program.

Summary of Program Deletion Proposal for

Brewing Technology Certificate

The Brewing Technology Certificate provides students with the knowledge and skills to enter into the brewing industry in entry-level positions. These courses include brewing equipment and maintenance, beer production, styles, and food safety principles.

Credit Hours Required: 17

Primary reason for deleting the program:

Low enrollment.

Teach Out Plan:

I am writing to formally address the status of the Brewing Technology Certificate at Yavapai College, particularly regarding the necessity of a teach out plan as we proceed to sunset this program.

The Brewing Technologies certificate program has been on hold for the past four semesters. During this time, we have actively monitored student enrollment and engagement with the program. Currently, there is just one student with Brewing as their current program of study; however, after a recent conversation, this student has subsequently opted not to pursue completion of the certificate program.

Given these circumstances, I believe there is no need for a formal teach out plan. A teach out plan is typically designed to ensure that current students can complete their studies in a program that is being discontinued. In this case, with no current students actively pursuing the certificate, I've ascertained that the requirements for a teach out do not apply.

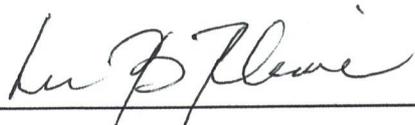
In conclusion, I respectfully request the Board's recognition of our decision to sunset the Brewing Technologies certificate program without the implementation of a teach out plan.

Respectfully,

Heather Mulcaire

Verde Valley Campus, Associate Dean

YC President

Signature:  Date: 1-9-26

Approved Not Approved

Approved/Change Noted: _____

District Governing Board

Board Meeting Agenda: _____ Date: _____

Approved Not Approved

Approved/Change Noted: _____

Summary of Program **Deletion** Proposal for

Limited X-Ray Transition Certificate

The Limited X-Ray Transition Certificate is comprised of two courses designed for the Limited X-Ray Machine Operator student who wishes to complete the Radiologic Technology AAS. Students who have completed the Limited X-Ray Machine Operator Certificate will be eligible, within two years of completion, to apply for placement into the third semester of the Radiologic Technology AAS Program.

Credit Hours Required: 5

Primary reason for deleting the program:

The entire Limited X-Ray Machine Operator (LXMO) program is going to prepare students nationally and therefore the Limited X-Ray Transition Certificate curriculum moves into the new version of the LXMO program, making it obsolete.

Teach Out Plan:

Spring 2026	Summer 2026	Fall 2026	Spring 2027
Transition Cert: RAD103 RAD104 RAD160B	Rad Tech AAS: RAD162 RAD185	RAD Tech AAS: RAD201 NEW RAD250	RAD Tech AAS: RAD202 NEW RAD255 Elective Course: ICE150 ICE250 ICE100 ICE200 RAD215

The Limited X-Ray Machine Operator (LXMO) certificate is being revised to align with a national industry shift toward establishing Limited Technologists as a nationally recognized credential. As part of this transition, the coursework currently housed in the LXMO Transition Certificate will be fully integrated into the Limited X-Ray Machine Operator Certificate Program.

The Transition Certificate program will be offered its first and final time in Spring 2026 and will consist of three courses. All 7 students enrolled in this transition cohort intend to continue into the Radiologic Technology AAS program beginning Summer 2026.

Following Spring 2026, the Transition Certificate will be sunset, as its curriculum will be fully duplicated within the revised LXMO Certificate Program.

Moving forward, the Limited X-Ray Machine Operator Certificate will serve as its own primary educational pathway, separate from the Radiologic Technology AAS program.

1/9/2026

Deborah McCasland
Board Chair, Yavapai College
1100 E Sheldon Street
Prescott, Arizona 86301

Re: Changes to filing location for college board candidates and campaign finance documents.

Dear Board Chair McCasland,

I would like to notify all Yavapai College Governing Board Candidates of a change in the designated location for submitting candidate and campaign finance filings.

Pursuant to:

[A.R.S § 15-101\(22\)](#) "School" or "public school" means any public institution established for the purposes of offering instruction to pupils in programs for preschool children with disabilities, kindergarten programs or any combination of elementary grades or secondary grades one through twelve.

Article 1.4 Reporting Requirements and Disclosure Statements

[A.R.S § 16-928 \(A\)\(2\)](#) The county officer in charge of elections is the filing officer for county, school district, community college district and special taxing district elections, including retention elections for superior court judges. The county officer in charge of elections is also the filing officer for committees that support or oppose a recall election or the circulation of a petition for a recall election for an officeholder of a county office, a school district governing board office, a community college district governing board office or a special taxing district governing board office, for committees that support or oppose a county, school district, community college district or special taxing district initiative or referendum or other ballot measure, question or proposition, including bond, tax, budget and budget override measures or that oppose or support the circulation of a petition for a county, school district, community college district or special taxing district initiative or referendum or other county, school district, community college district or special taxing district ballot measure, question or proposition.

[A.R.S § 15-1442 \(E\)](#) All candidates for the office of community college district governing board member shall file with the clerk of the board of supervisors a statement of contributions and expenditures as provided in section 16-926.

Taking these statutes into account, it is the County's recommendation that all Yavapai College Governing Board Candidates file Statements of Interest, Nomination Papers, Petitions, Statements of Organization, and Termination Statements with the Yavapai County Elections Department. All Campaign Finance Reports are to be filed with the Yavapai County Clerk of the Board.

Yavapai County Elections has gone paperless! You may now submit filings electronically here:



[Candidate and Campaign Filing Portal](#)

Contact Us:

Yavapai County Elections
1015 Fair St. RM 228
Prescott, Arizona 86305
928-771-3248 Ext. 8
elections@yavapaiaz.gov
www.YavapaiVotes.gov

Once a link has been created on the Clerk of the Board's website, I will send that out to you.

Yavapai County
Clerk of the Board
1015 Fair St., RM 310
Prescott, AZ 86305
(928) 771-3200
www.yavapaiaz.gov
clerkoftheboard.web@yavapaiaz.gov

Best regards,

Laurin L. Custis
Yavapai County
Director of Elections



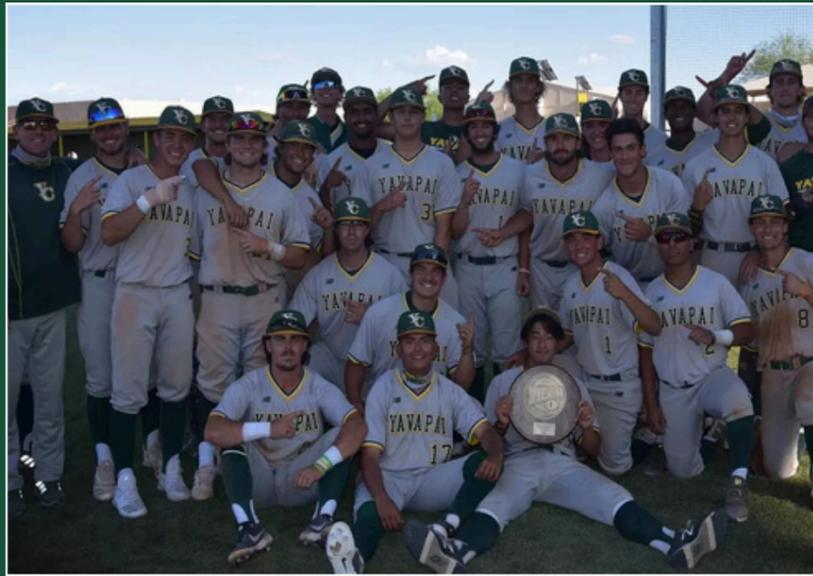
YAVAPAI COLLEGE

ROUGH RIDER ATHLETICS

2027-2028 NAIA PRESENTATION



NJCAA - A WINNING LEGACY



Men's Baseball

4x

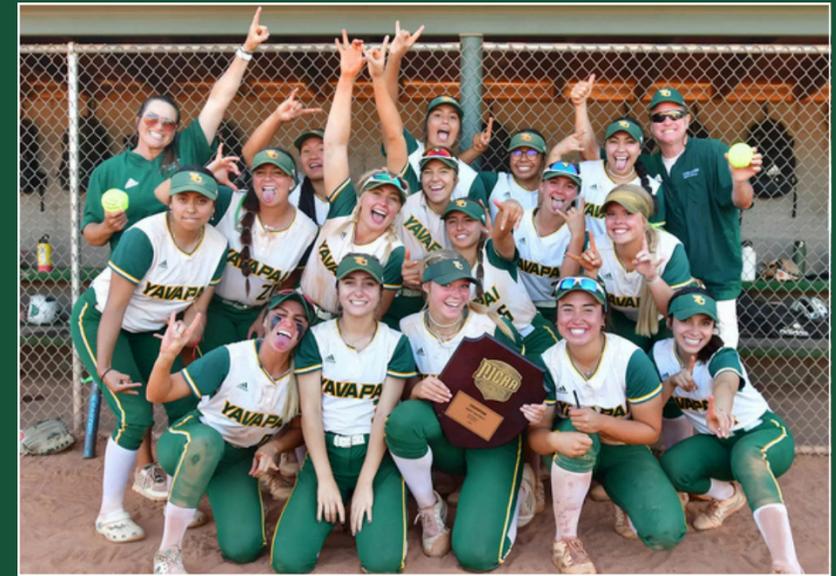
NJCAA National
Champions



Men's Soccer

7x

NJCAA National
Champions



Women's Softball

2x

NJCAA National
Champions



3-YEAR CONFERENCE WIN %



19-58 (25%)



12-14-8 (35%)



33-77 (30%)



9-28 (24%)



53-59 (47%)



14-45 (24%)



14-13-3 (47%)



TIMES ARE CHANGING

1. Reduction in athletic scholarships
2. Competitors have increased investment in Athletics
3. NJCAA and ACCAC expenses have increased
4. Competitive parity has diminished significantly

A PROMISING ALTERNATIVE



- NAIA
 - Founded in 1937
 - Based in Kansas City, Missouri
- 20 conferences nationwide
 - 29 varsity sports and 250 teams
 - Emphasis on character and GPA



- GSAC
 - Great Southwest Athletic Conference
 - Founded in 1986
- 10 member institutions
 - 5 Arizona-based teams
 - 5 Southern California-based teams





SEVEN REASONS TO JOIN THE NAIA

1. Align Athletics with YC 4-year degree programs
2. Elevate the YC brand and strengthen recruiting
3. Increase student-athlete retention and graduation
4. Reduce Athletic Department operating costs
5. Establish a supportive Athletics alumni base
6. Compete and win on a level financial playing field
7. Build a competitive rivalry with Embry Riddle



A NEW CONFERENCE



Arizona
Christian



Benedictine
Mesa



Embry-
Riddle



Hope
International



La
Sierra



Life
Pacific



Ottawa
University



Park
Gilbert



Soka



The
Master's



BY THE NUMBERS

NJCAA/ACCAC

219

NJCAA DI
Schools

90%

Public
Schools

7

Conference
Teams

128

Conference
Games

\$16k

YC Annual
COA

39

Charter
Bus Trips

NAIA/GSAC

250

NAIA
Schools

82%

Private
Schools

10

Conference
Teams

119

Conference
Games

\$30k

GSAC Annual
COA

11

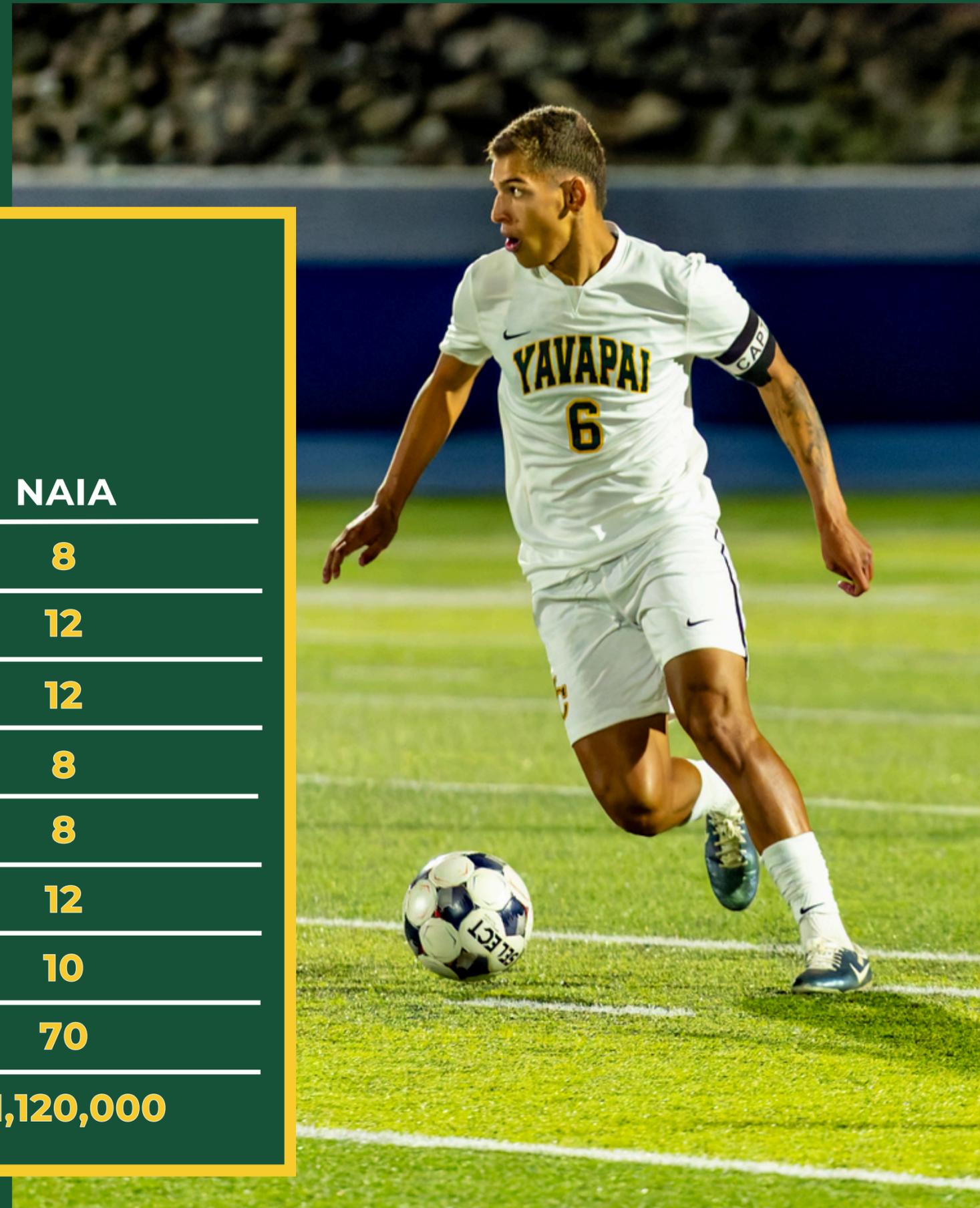
Charter
Bus Trips

SCHOLARSHIP LIMITS

+ \$1,216,000

**Based on \$16,000 full scholarship value per year*

SPORT	NJCAA	NAIA
Volleyball	14	8
Men's Soccer	24 (+4)	12
Women's Soccer	24 (+4)	12
Men's Basketball	15	8
Women's Basketball	15	8
Baseball	30	12
Softball	24	10
Total LOI's	146	70
LOI Dollar Value	\$2,336,000	\$1,120,000



KEY ADVANTAGES

THE THREE A'S

1. Accessibility (Public vs. Private, COA)
2. Affordability (Travel, officials, operating)
3. A Level Playing Field (Scholarship limits)

