

**Yavapai College
District Governing Board
Regular Board Meeting**

**Tuesday, September 22nd, 2026
Rock House and Virtually
1:00 p.m.**

The YouTube channel and Rock House will be open to the public at **12:45 p.m.** at the latest. All individuals attending the meeting in person will be allowed to bring clear bags **ONLY** into the meeting. In addition, the College has implemented advanced weapons detections systems/metal detectors for attendees. These requirements are similar for attendees at any sporting event or concert, and they are intended to ensure safety. Please plan accordingly.

**Prescott Campus
Rock House
1100 E Sheldon Street
Prescott, AZ 86301**

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. Call to the Public – **INFORMATION ONLY** – {Time: 10}
 - d. Adoption of Agenda – Board Chair Steve Bracety – **DECISION** {Time: 5}
2. Study Session
 - a. President's Report – Dr. Douglas Berry, Acting President – **INFORMATION** – {Time: 60}
 - i. Roughrider Student Spotlight – Dr. Douglas Berry, Acting President
(*Attached*)
 - ii. College Council – Dr. Marylou Mercado, Dr. Janet Nix and Ms. Diana Dowling
 1. Faculty Senate – Dr. Heather Leavitt, Faculty Senate President
(*Attached*)
 2. Staff Association – Ms. Heather Knowles, Staff Association President
- (*Attached*)
 3. Student Government Association – Mr. Samuel Ogunrinu, Student Government Association President – (*Attached*)
 - iii. Yavapai Works Presentation – Dr. Marylou Mercado, Interim Provost and Vice President Workforce Development, Health Sciences, and Public Services (*Attached*)
 - iv. Budget to Actual Monthly Reports and Cash Reserves Monthly Reports – (June, July and August 2026) (*Attached*)
 - b. Policy 205 Treatment of Students – Ms. Diana Dowling, Interim VP of Student Affairs, and Ms. Tania Sheldahl, AVP of Student Affairs and Dean of Students, - (*Attached*) **INFORMATION AND DISCUSSION** – {Time: 20} (*Attached*)
 - c. Yavapai College District Governing Board Budget Update FY26/FY27 – Dr. Clint Ewell, Chief Operating Officer – **INFORMATION AND DISCUSSION** – {Time: 15}
 - d. Board Liaisons' Reports – **INFORMATION AND DISCUSSION** – {Time: 10}
 - i. Board Spokesperson – Board Chair Steve Bracety
 - ii. Arizona Association of Community College Trustee (AACCT) – Board Chair Steve Bracety (*Attached*)
 - iii. Yavapai College Foundation – Board Member William Kiel
 - e. Yavapai College District Governing Board Consent Agenda Items Q&A – Mr. Ed Lacasse, Purchasing Director of Procurement and Contract Services - **INFORMATION AND DISCUSSION** – {Time: 15} (*Attached*)

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3. Board Business
 - a. Revisions to Board Policy 310 for Consistency with HLC Criteria 2.C. Board Governance – Dr. Douglas Berry, Acting President, and Ms. Megan Crossfield, Director of Academic Initiatives and HLC Accreditation Liaison Officer (ALO) – **INFORMATION, DISCUSSION AND DECISION** – {Time: 20} (*Attached*)
 - b. Potential Revision to the Yavapai College District Governing Board Executive Session Process and Potential Revision of Current Minutes Process – **INFORMATION, DISCUSSION AND DECISION** – {Time: 30}
 - i. Yavapai College District Governing Board Minutes Format
 - ii. Inclusion of Yavapai College Secretary to the District Governing Board in Future Executive Sessions
 - c. Yavapai College District Governing Board Meeting Dates and Times Selection Process – Mr. Jon Paladini, Board Attorney – **INFORMATION, DISCUSSION AND DECISION** – {Time: 15}
 - d. Association of Community College Trustee (ACCT) Delegate Conference Selection (ACCT Leadership Congress 2026) for Yavapai College – Board Chair Steve Bracety – **INFORMATION, DISCUSSION AND DECISION** {Time: 10}
 - e. Consent Agenda – **DECISION** – {Time: 10}
 - i. Intergovernmental Agreement Between the Arizona Board of Regents, University of Arizona and Yavapai County Community College District (*Attached*)
 - ii. Intergovernmental Agreement Between the Arizona Health Care Cost Containment System (AHCCCS) and Yavapai County Community College District (Contract #YH27-0052)
 - iii. District Governing Board Special Public Meeting Minutes – July 29th, 2026 (*Attached*)
 - iv. District Governing Board Special Public Meeting Minutes – August 11th, 2026 (*Attached*)
 - v. District Governing Board Special Public Meeting Minutes – August 17th, 2026 (*Attached*)
 - vi. District Governing Board Special Public Meeting Minutes – September 3rd, 2026 (*Attached*)
 - vii. Receipt of Reports of Revenues and Expenditures for June 2026, July 2026 and August 2026 (*Attached*)
4. Request for Future Agenda Items – **INFORMATION, DISCUSSION, AND DECISION** {Time: 10}
5. Adjournment of Board Regular Meeting: Procedural – **DECISION** {Time: 1}

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ROUGH RIDER STUDENT SPOTLIGHT

Mari Halladay
Women's Soccer Athlete



Faculty Association Update

Heather Leavitt, PhD
Education Faculty
Faculty Association President
September 2026



Heather Leavitt
President



Alex Barber
External VP

*Meet the
Officer Team!*



Lindsay Masten
Internal VP



Brandelyn Andres
Secretary



Megan Hanna
Treasurer



Convocation

Current Projects

- Supporting Elev8 with 8 efforts as we transition the majority of our courses to an 8-week format
- Piloting *All-Inspired*: A new professional growth framework for full-time faculty
- The Faculty Professional Development Pathways Canvas shell continues to provide resources for both full-time and adjunct faculty

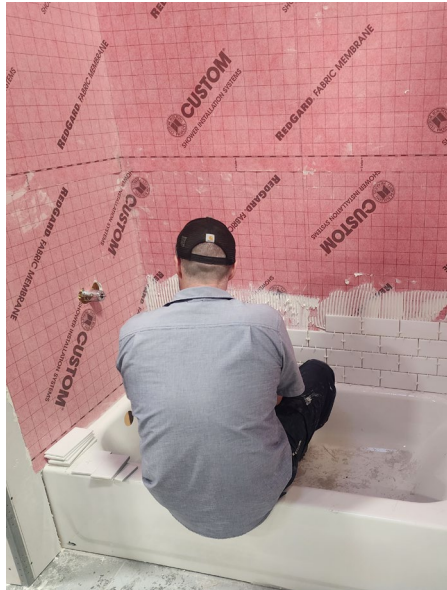


Future Business Leaders of America



Phi Theta Kappa

Construction Students at Work!

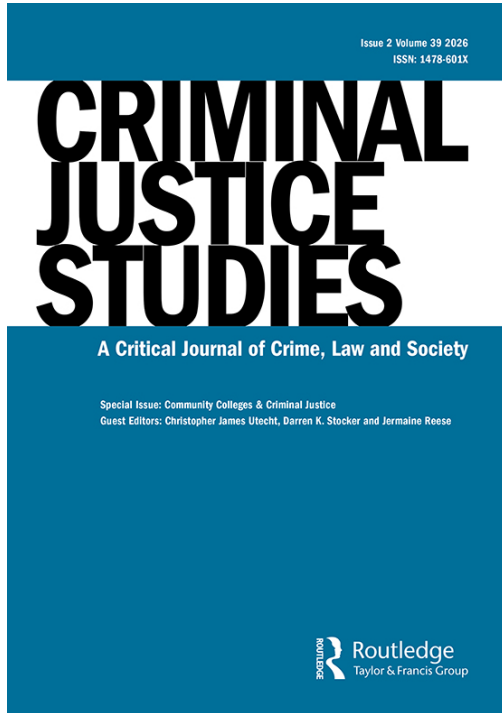




Faculty Award

Dr. Megan Hanna, Business Department Chair, was recognized as an AACC Dale P. Parnell Distinguished Faculty Member. This award recognizes faculty for exemplifying outstanding dedication to student success.

Faculty Publication



Is the grass greener? Community colleges as training grounds for four-year institution faculty

Published by Dr. Tiffany Kragnes

Faculty Award

Dr. Nichole Guzzo's dissertation titled "The Interaction between Course Duration and Discipline for Student Outcomes in Online Accelerated Courses" was selected as the top dissertation from Grand Canyon University over the last 12 months. This was out of about 600 dissertations! Then, her dissertation was put forth against the top dissertations at other Arizona universities and Dr. Guzzo was selected as the winner! She was given an award at the Arizona School Administrators conference in Tucson in June and then allowed to present her research.



New Doctoral Grads!



Dr. Michael Holmes



Dr. Chris Tenney

Introducing our newest

EMERITUS FACULTY

Joan Fisher

Dr. Joan E. Fisher is a retired educator and academic leader with a distinguished career in higher education spanning several decades. She retired in June 2024 from Yavapai College, where she served as an English professor and later as an Academic Dean. Throughout her career, Dr. Fisher demonstrated a sustained commitment to student success, academic excellence, and institutional leadership.

Dr. Fisher holds a Bachelor of Arts in Elementary Education, a Master of Arts in English, and a PhD in Instructional Design and Technology. Her academic preparation supported extensive work in teaching, curriculum development, faculty mentorship, and program administration. As an academic leader, she prioritized access, equity, and the development of learning environments that support diverse student populations, particularly those navigating complex challenges.

Her professional strengths include strategic leadership, effective communication, and the ability to build collaborative relationships across departments and institutions. She is experienced in program evaluation, faculty development, and the implementation of initiatives that enhance student achievement and organizational effectiveness.

In addition to her professional accomplishments, Dr. Fisher has deep roots in her community, having lived in Michigan and Colorado before establishing long-term residence in Prescott, Arizona. Now retired from full-time academic leadership, she continues to teach as an adjunct faculty member and remains actively engaged in the community through her involvement with Court Appointed Special Advocates (CASA) and the arts.



Al Garbagnati

Al Garbagnati started teaching at Yavapai College in 1989. He taught Psychology and Sociology and mentored many students and faculty throughout his time at YC. Al retired in 2020 to Missouri, where he spends time with his wife Susanne, his daughter, son-in-law, and grandson.



Rosemarie Thieme

After graduating from Arizona State University, Rosemarie began her career as a nurse. She worked all over the country and at a variety of jobs. In 2004 she read a white paper from the Arizona Nurses Association stating that there would not be any future nurses as there was no one to teach.

Rosemarie graduated from Old Dominion University with her Master's in Nursing Education and was hired by Yavapai College. During her tenure she initiated a pharmacology class both online and face to face. She also wrote many scenarios for simulations, participated in curriculum changes as the State Board of Nursing directed, and mentored many new nursing instructors. She represented nursing faculty in many committees for the campuses.

Rosemarie retired from Yavapai College in 2024 after 17 years of full-time service.



Maria Thomas

Maria Thomas has been a registered nurse since 1980. She was an active-duty United States Navy nurse for 11 years, following which she worked at a community hospital in Virginia. She has worked in multiple areas in nursing since 1980 but spent about 16 years in the maternal child area - working L&D, and in an LDRP, as well as a little time in a level 2 nursery. She has also worked in Home health and Hospice, and have some experience with Quality improvement and staff development. She became full time faculty at Yavapai college in 2010. She achieved a Master's degree in Human Resources Management in 1990 and Master's degree in Nursing with an emphasis in Nursing Education in 2015. She also published an article in the Professional Case Management, vol.13:4 July/August 2008.

While faculty at Yavapai College she actively participated in the professional growth committee, mentoring new faculty and preparing for accreditation surveys. She was recognized with the YC Way Learning Excellence award in the Spring of 2022. She retired in 2023.





YCSA

2026-2027

Board Members



**Vice President,
Sarah Southwick**



**President,
Heather Knowles**



**Secretary,
Layla Tenney**



**Treasurer,
Susanne Baker**



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

Updated Webpage

The screenshot displays the updated homepage of the Yavapai College Staff Association (YCSA). The website features a dark green header with navigation links: Lifelong Learning, FEC, Employee Directory, Give, Search, myYC, and Aa. Below this is a green navigation bar with the Yavapai College logo and links for Admission, Academics, Rider Resources, Arts & Events, Request Info, Apply, and an Ask YC button. The main content area is a collage of images showing staff members in various settings, including meetings, social events, and volunteering. On the left, the YCSA logo is prominently displayed with the tagline "A collective voice for Yavapai College staff" and the text "YAVAPAI COLLEGE STAFF ASSOCIATION". Below the tagline, four icons represent the association's focus areas: Collaboration, Advocacy, Professional Growth, and Recognition. The bottom right corner features the slogan "Stronger TOGETHER" and a chat icon.

Yavapai COLLEGE

ADMISSION ▾ ACADEMICS ▾ RIDER RESOURCES ▾ ARTS & EVENTS ▾ REQUEST INFO APPLY

Ask YC

YCSA
YAVAPAI COLLEGE STAFF ASSOCIATION

A collective voice for Yavapai College staff

YAVAPAI COLLEGE STAFF ASSOCIATION

Collaboration | Advocacy | Professional Growth | Recognition

Stronger TOGETHER

Student Government Association 2026-2027



Morning donuts

Free juice

SGA ON THE GO



MEET SGA

PLAY A
GAME



@yavapai_college_sga

Dates & Time →

SGA ON THE GO

@YAVAPAI_COLLEGE_SGA



WHEN AND Where



PRESCOTT
BLDG 3

9/8
9:30-11

PRESCOTT
VALLEY
LOUNGE

10/6
9:30-11

CTEC
ENTRANCE

11/10
9:30-11

VERDE
VALLEY
TBD

12/8
TBD

CHINO
VALLEY
ENTRANCE

TBD



100% FREE

MEET OUR TEAM →

AT A LOCATION NEAR YOU!!!

SGA Senate Representative Application OPEN



Yavapai COLLEGE

SGA
STUDENT GOVERNMENT ASSOCIATION

★★★★★

- \$200/month Scholarship
- Leadership opportunity
- Represent your student voice
- Visit www.yc.edu/sga for more information!

SGA SENATE APPLICATIONS OPEN

5 POSITIONS OPEN

- Chino Valley/CTEC
- Online
- Prescott/Resident Halls
- Prescott Valley
- Verde Valley

Apply Today



www.yc.edu/senateapp



Student Government Association 2026-2027

- Supporting Students to the Finish Line
- Building Community & Belonging
- We want to listen



Workforce Development

What we did. What difference it made.

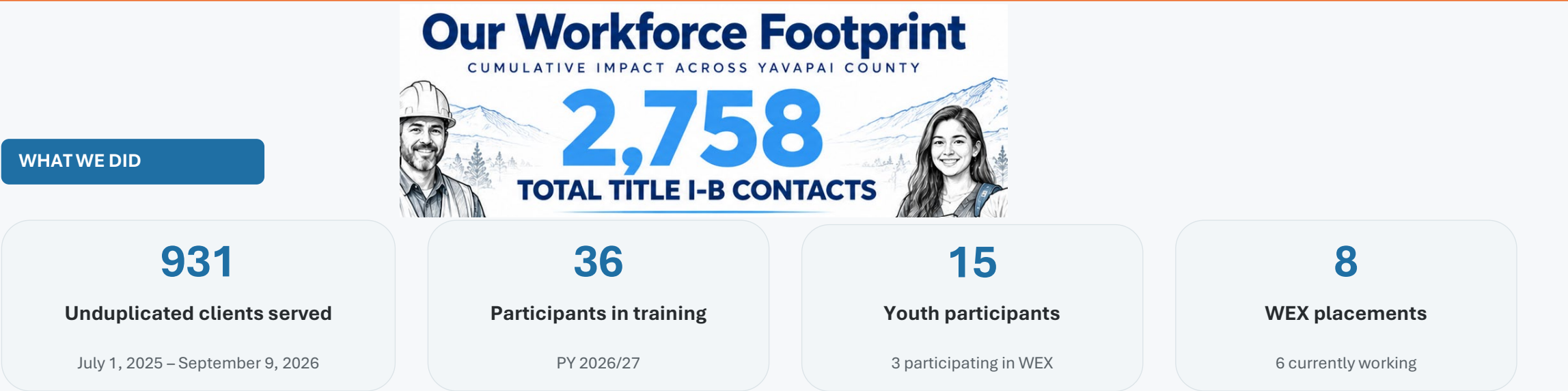
District Governing Board | September 22, 2026

Education • Workforce • Economic Development

Connecting people, skills, employers and opportunity across Yavapai County

American Job Center at Yavapai College | WIOA Title I-B

Participant reach, training pathways, work experience and youth services

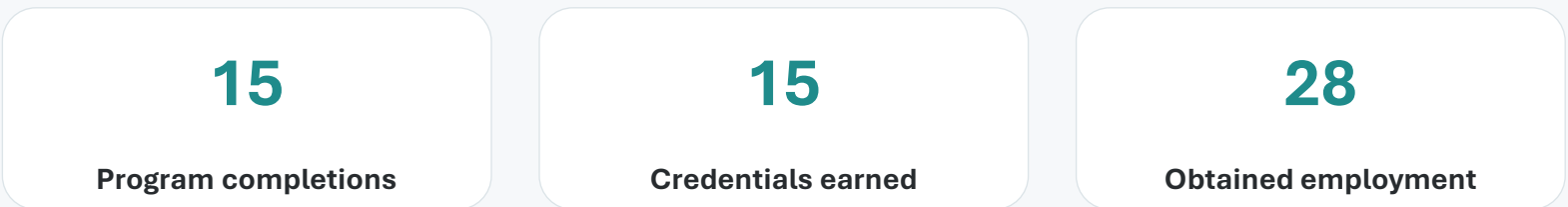


Training pathways

CDL • Cosmetology • LPN • Nursing • CNA • Welding

WHAT DIFFERENCE IT MADE

PY 2025/26 reported outcomes



PY 2026/27 participants are still in training; employment outcomes are too early for reporting.

Title I-B | A Participant Success Story (American Job Center at Yavapai College)

A completed training outcome that shows the impact behind the numbers

WHAT WE DID

Removed a financial barrier by funding Caleb's Certified Nursing Assistant (CNA) training.

WHAT DIFFERENCE IT MADE

Completed CNA training

Passed State Registry Exams

Provided a first step toward a long-term career in nursing and healthcare.



Certified Nursing Assistant

TRAINING → CREDENTIAL → CAREER PATHWAY

**Real people.
Real opportunities.
Real progress.**

Title I-B | A Participant Success Story (American Job Center at Yavapai College)

Work experience and training support creating a pathway into EMS

WHAT WE DID

Connected Sydney with a Title I-B Work Experience in a professional healthcare environment and assistance with paramedic training.

WHAT DIFFERENCE IT MADE

Gaining hands-on healthcare experience

Building skills toward a career in EMS

Creates a pathway from work experience to continued education and a long-term goal of becoming a paramedic.



Work Experience + EMS Pathway

WORK EXPERIENCE → TRAINING → EMS CAREER PATHWAY

**Real experience.
Real opportunity.
Real progress.**

Title I-B | A Participant Success Story (American Job Center at Yavapai College)

A work experience that connected a job seeker's skills with a local workforce need

WHAT WE DID

Connected Rachel, who was seeking IT/computer employment, with Hope Fest through the Title I-B Work Experience (WEX) Program.

WHAT DIFFERENCE IT MADE

Selected as Hope Fest's Web Designer

Gaining paid, hands-on experience in her field

The 12-week WEX connects Rachel's skills and career interests with a real local workforce need.



Web Design Work Experience

WORK EXPERIENCE → SKILLS → EMPLOYMENT EXPERIENCE

**Real skills.
Real experience.
Real opportunity.**

Adult Basic Education | 2025–26

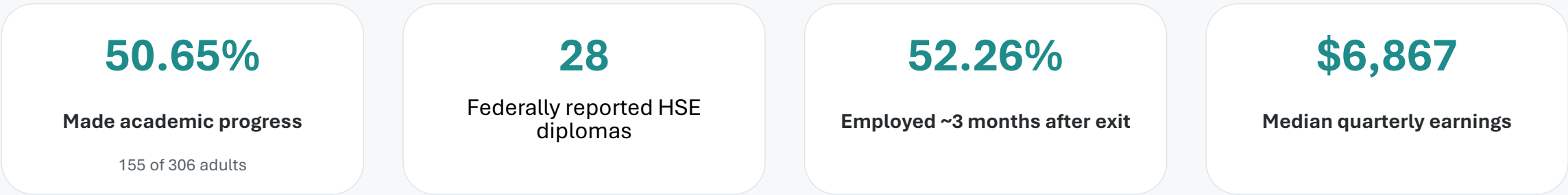
Academic progress, high school equivalency and longer-term employment outcomes

WHAT WE DID



Structured instruction • GED preparation • Flexible access • Career and workforce connections

WHAT DIFFERENCE IT MADE



Job Fairs | Connecting Job Seekers and Employers

Three most recent events: Chino Valley, Prescott and Prescott Valley

WHAT WE DID



Chino Valley: 39 exhibitors / 111 job seekers • Prescott: 46 / 240 • Prescott Valley: 61 / 435

WHAT DIFFERENCE IT MADE



Prescott Valley follow-up is still underway, so employment results are preliminary.

FY 2026/27: 5 job fairs planned

REDC & SBDC | Workforce and Economic Impact

Distinct programs, distinct measures — one countywide economic-development story

REDC

WHAT WE DID

Provided non-credit workforce training and pursued grant funding to support students, faculty/program delivery, and equipment.

Non-credit learners are not enrolled in regular college programs leading to a credit-bearing certificate or degree.

WHAT DIFFERENCE IT MADE

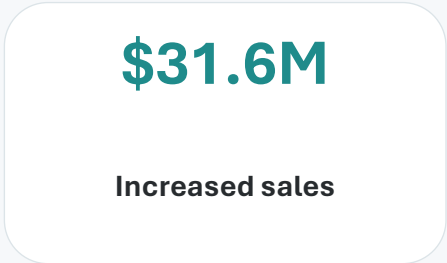
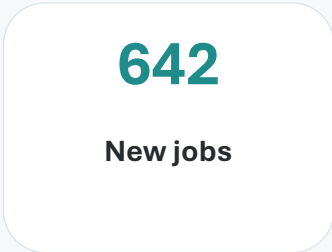
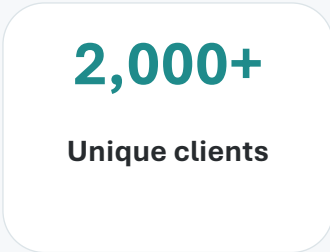


SBDC

WHAT WE DID

Provided business advising, startup support, and access-to-capital assistance across Yavapai County.

WHAT DIFFERENCE IT MADE



Yavapai College Budget to Actual Status by Fund June 2026

The President's Monthly report below provides a brief financial status of each of the District's five funds as of June 30, 2026.

Source: Monthly Revenue and Expenditure
Financial Reports

General Fund



As of June 30, 2026, the General Fund has a surplus of \$309,000. Tuition surpassed budget by 2.6%. Expenses were over budget by 1.4%.

Restricted Fund



The Restricted Fund, which accounts for federal, state and private monies, includes expenditures that are restricted to the amount of grants or gifts received and which do not exceed the grant award or gift received. Restricted Funds are primarily driven by federal financial aid which will fluctuate depending on the financial needs of our students.

As of June 30, 2026, the Restricted Fund currently has a surplus of \$5,734,000 but is attributed to timing issues of year end expenses.

Unexpended Plant Fund



As of June 30, 2026, the Unexpended Plant Fund has a surplus of \$1,239,000. Debt fund transfers to the fund are not budgeted and account for much of the surplus.

Auxiliary Fund



As of June 30, 2026, the Auxiliary Fund has a deficit of \$1,392,000.

The deficit is driven primarily by revenue shortfalls in Community Events, Employee Housing, Food Services, and the Family Enrichment Center.

Debt Service Fund



The Debt Service Fund accounts for the monies used to pay the interest and principal on the District's long-term bonds and includes the interest earned on the unspent 2024 Revenue Bond debt proceeds. The interest earned on the debt proceeds will be transferred to the Plant fund later in the fiscal year.

For the fiscal year ended June 30, 2026, the Debt Service Fund has \$6,500 deficit due to a small budget error for the FY24 bond repayment.

Yavapai College Cash Reserves June 2026

The President's monthly report on cash reserves below displays the District's reserves as of June 30, 2026, in relation to the District Governing Board's (DGB) reserve requirements.

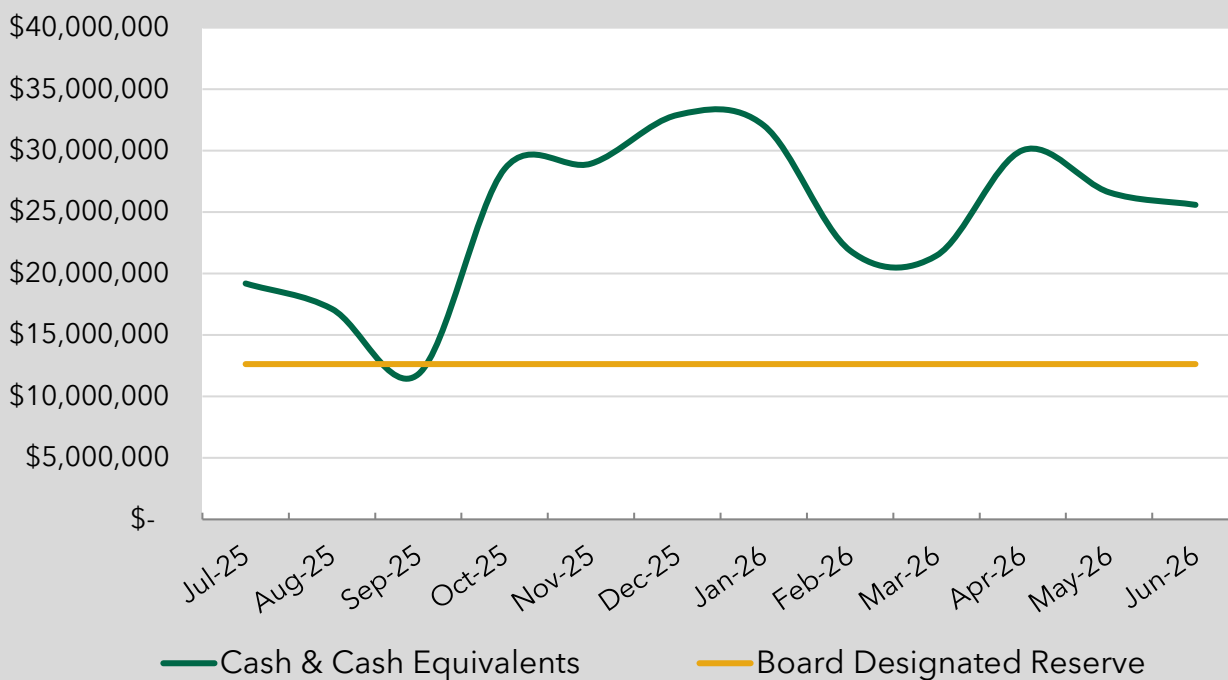
Source: Banner Finance

Education & General + Auxiliary Fund Reserve



Board policy states that Current Fund Reserves shall not drop below seventeen percent (17%) of operating budgets. The Educational & General and Auxiliary Fund Reserves continue to exceed policy requirements. Please note that property taxes are distributed to the College in September and April.

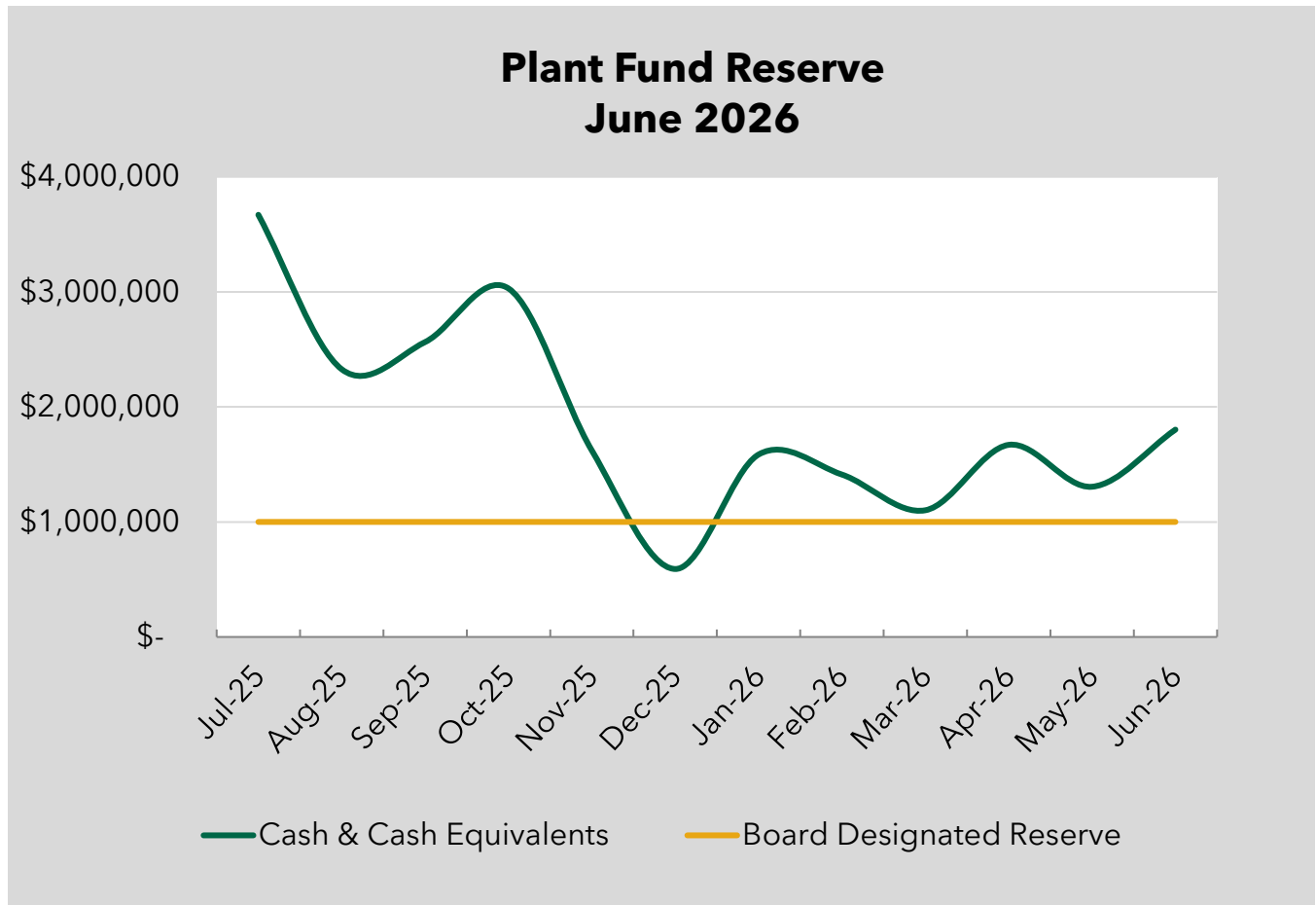
Educational & General and Auxiliary Fund Reserve June 2026



Plant Fund Reserve



The Plant Fund Reserve shall not drop below \$1 million. The Plant Fund Reserves continues to exceed policy requirements. Please note that property taxes are distributed to the College in September and April.



Yavapai College Budget to Actual Status by Fund July 2026

The President's Monthly report below provides a brief financial status of each of the District's five funds as of July 31, 2026.

Source: Monthly Revenue and Expenditure
Financial Reports

General Fund



As of July, 2026, the General Fund has a surplus of \$5,412,000. Tuition is trending upward over FY26 at \$7,312,000, an 8% increase. Expenses are at 11.2% of budget - \$7,736,000. Institutional expenses are the driver due to the payment of the ERP software invoice in July.

This fund is expected to be balanced for FY27.

Restricted Fund



The Restricted Fund, which accounts for federal, state and private monies, includes expenditures that are restricted to the amount of grants or gifts received and which do not exceed the grant award or gift received. Restricted Funds are primarily driven by federal financial aid which will fluctuate depending on the financial needs of our students.

As of July 31, 2026, the Restricted Fund currently has a surplus of \$1,488,000 but is expected to end the year close to balance.

Unexpended Plant Fund



As of July 31, 2026, the Unexpended Plant Fund has a deficit of \$3,853,000. Revenues are tracking as expected. Encumbered funds account for 95% of the expense category which totals \$5,092,000. These are purchase orders for capital projects.

Auxiliary Fund



As of July 31, 2026, the Auxiliary Fund has a surplus of \$743,000.

This fund is expected to be balanced for FY27.

Debt Service Fund



The Debt Service Fund accounts for the monies used to pay the interest and principal on the District's long-term bonds and includes the interest earned on the unspent 2024 Revenue Bond debt proceeds. The interest earned on the debt proceeds will be transferred to the Plant fund later in the fiscal year.

Encumbrances on expenses have been realized but the revenue transfers to accounts happen throughout the year, therefore the fund currently reflects a deficit. For the fiscal year ended June 30, 2027, the Debt Service Fund is projected to have a small surplus due to the interest earned on unspent bond proceeds.

Yavapai College Cash Reserves July 2026

The President's monthly report on cash reserves below displays the District's reserves as of July 31, 2026, in relation to the District Governing Board's (DGB) reserve requirements.

Source: Banner Finance

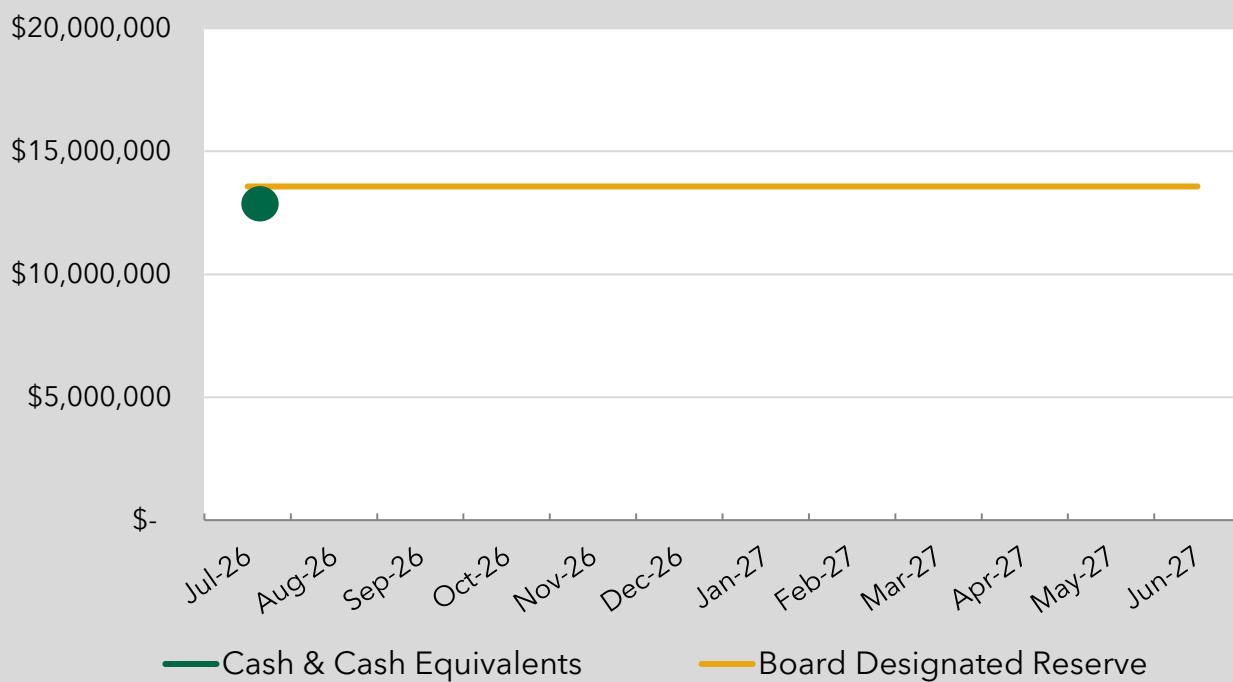
Education & General + Auxiliary Fund Reserve



Board policy states that Current Fund Reserves shall not drop below seventeen percent (17%) of operating budgets. The Educational & General and Auxiliary Fund Reserves continue to exceed policy requirements. Please note that property taxes are distributed to the College in September and April.

The current cash balance is at 97% of the reserve requirement and will return to normal in August.

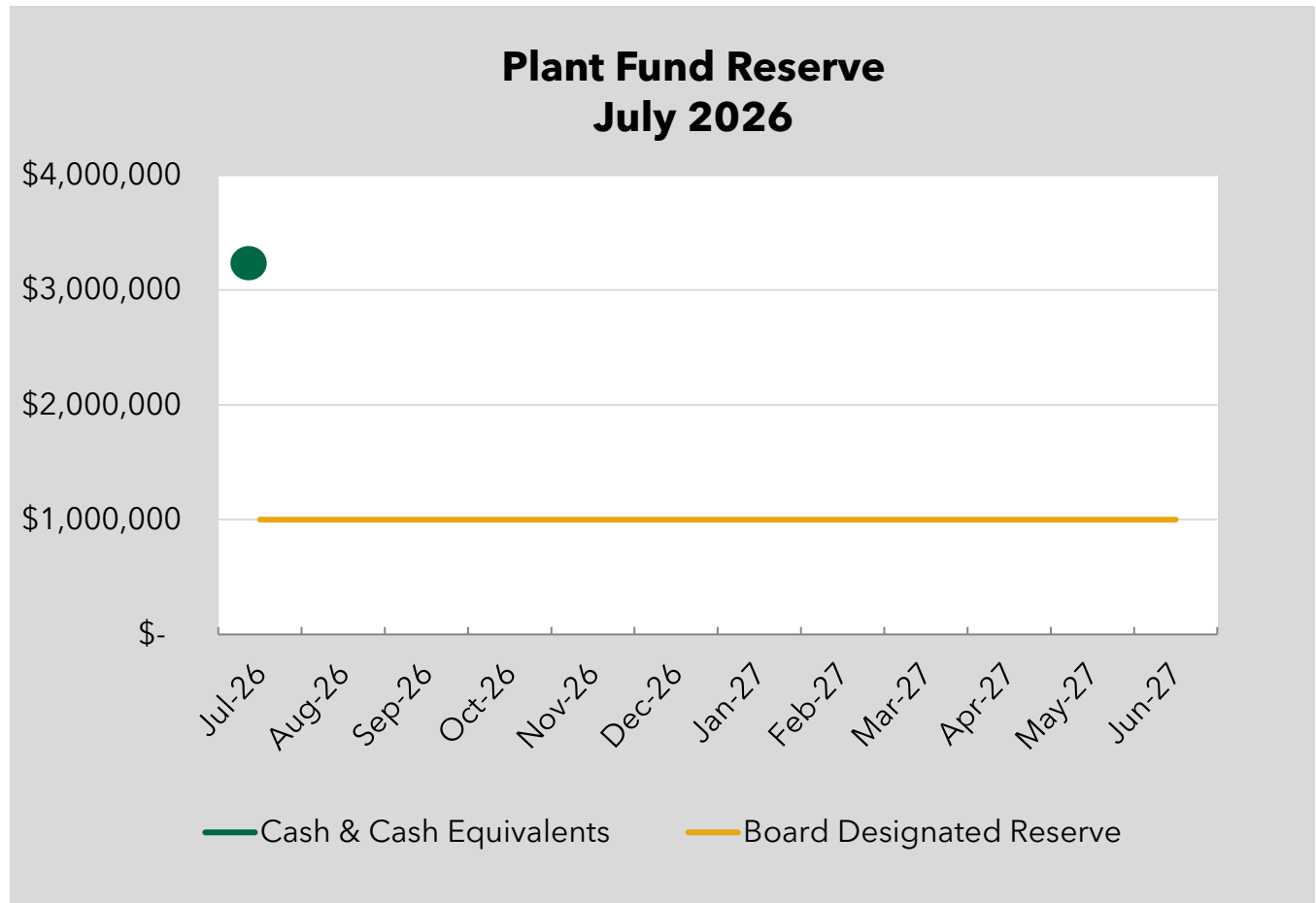
Educational & General and Auxiliary Fund Reserve July 2026



Plant Fund Reserve



The Plant Fund Reserve shall not drop below \$1 million. The Plant Fund Reserves continues to exceed policy requirements. Please note that property taxes are distributed to the College in September and April.



Yavapai College Budget to Actual Status by Fund August 2026

The President's Monthly report below provides a brief financial status of each of the District's five funds as of August 31, 2026.

Source: Monthly Revenue and Expenditure
Financial Reports

General Fund



As of August 31, 2026, the General Fund has a surplus of \$2,546,000. Tuition is on track at \$8,318,000 of the \$16,878,000 budget - 11.2% over August, 2026. Other revenues is also high due to the T-Mobile deal Expenses are tracking higher at 22.9% of budget primarily due to non-labor encumbrances.

This fund is expected to be balanced for FY27.

Restricted Fund



The Restricted Fund, which accounts for federal, state and private monies, includes expenditures that are restricted to the amount of grants or gifts received and which do not exceed the grant award or gift received. Restricted Funds are primarily driven by federal financial aid which will fluctuate depending on the financial needs of our students.

As of August 31, 2026, the Restricted Fund currently has a surplus of \$560,000 and is expected to end FY27 close to balanced.

Unexpended Plant Fund



As of August 31, 2026, the Unexpended Plant Fund has a deficit of \$3,539,000. Revenues are tracking as budgeted. Encumbered funds account for 95% of the expense category which totals \$5,092,000. These are purchase orders for capital projects.

Auxiliary Fund



As of August 31, 2026, the Auxiliary Fund has a surplus of \$300,000.

This fund is expected to have a modest surplus for FY27.

Debt Service Fund



The Debt Service Fund accounts for the monies used to pay the interest and principal on the District's long-term bonds and includes the interest earned on the unspent 2024 Revenue Bond debt proceeds. The interest earned on the debt proceeds will be transferred to the Plant fund later in the fiscal year.

Encumbrances on revenues have been realized but no expenses have yet been realized. For the fiscal year ended June 30, 2027, the Debt Service Fund is projected to be balanced.

Yavapai College Cash Reserves August 2026

The President's monthly report on cash reserves below displays the District's reserves as of August 31, 2026, in relation to the District Governing Board's (DGB) reserve requirements.

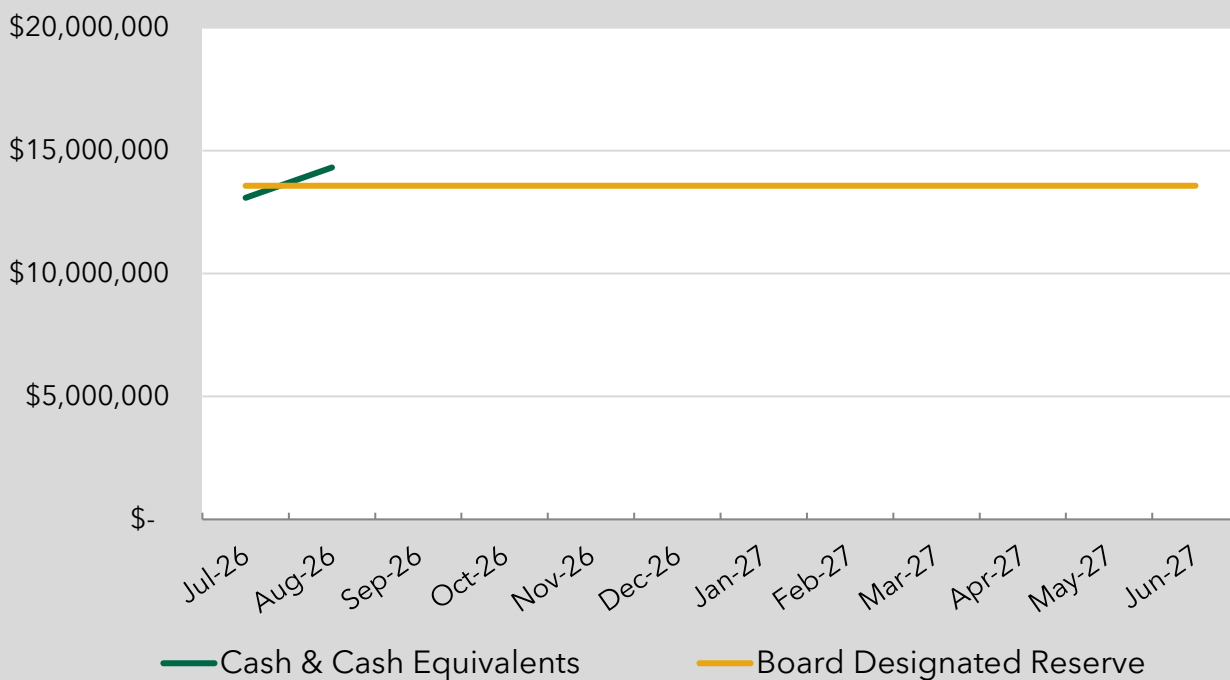
Source: Banner Finance

Education & General + Auxiliary Fund Reserve



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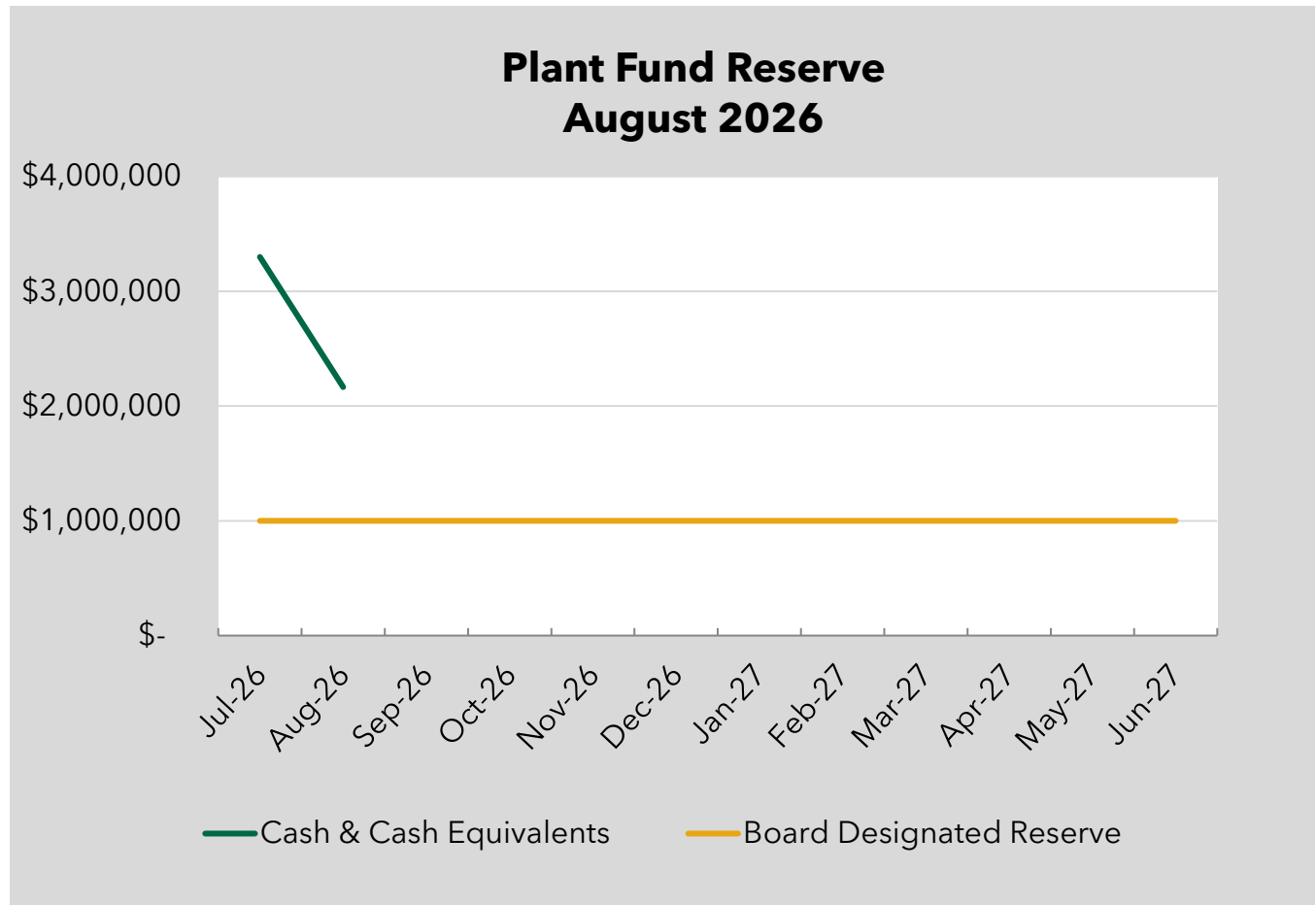
Educational & General and Auxiliary Fund Reserve August 2026



Plant Fund Reserve



The Plant Fund Reserve shall not drop below \$1 million. The Plant Fund Reserves continues to exceed policy requirements. Please note that property taxes are distributed to the College in September and April.



Student Affairs

TREATMENT OF STUDENTS
POLICY 205



Supporting and Protecting Students

Student Headcount 2025 - 2026

9,613

Student Code of Conduct – Community Standards

Housing Handbook

Annual Clery Security Report – Timely Warnings of Security Threats (YCPD)

Appeal of Academic (3.16) and Non-Academic Decisions

4.7 Processing Complaints

10.4 Title IX- Sexual Harassment

10.08 Prohibited Harassment

10.06 Antidiscrimination

10.05 Student and Employee Grievance

10.10 Public Access and Expression on College Property

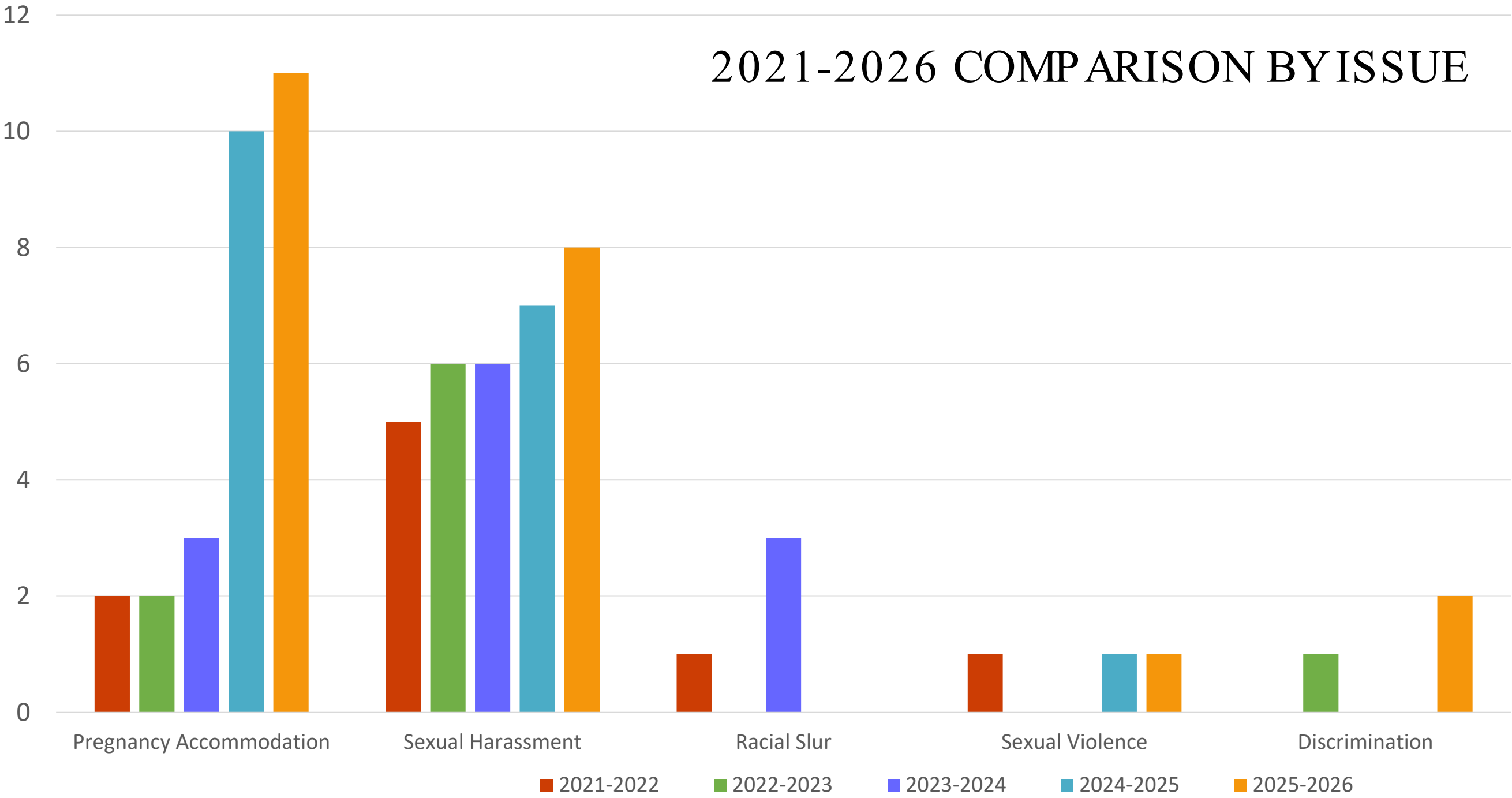
Appeal of Academic and Non - Academic Decisions

Academic Year	Non-Academic Complaints	Academic Complaints
2021-2022	5	28
2022-2023	10	33
2023-2024	9	25
2024-2025	10	31
2025-2026	5	46



Title IX, Harassment, Discrimination

Title IX, Sexual Harassment & Discrimination

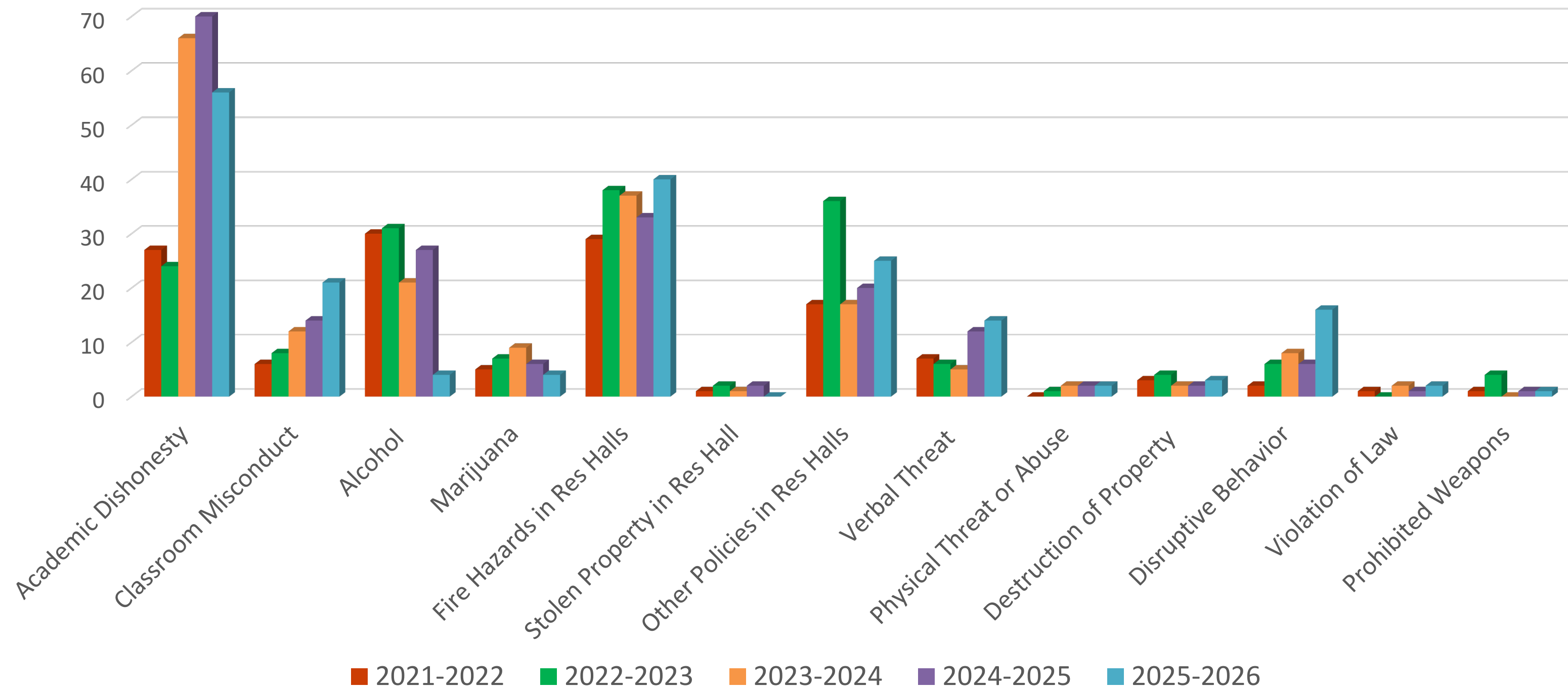




Student Conduct & Community Standards

Student Conduct

2021-2026 COMPARISON



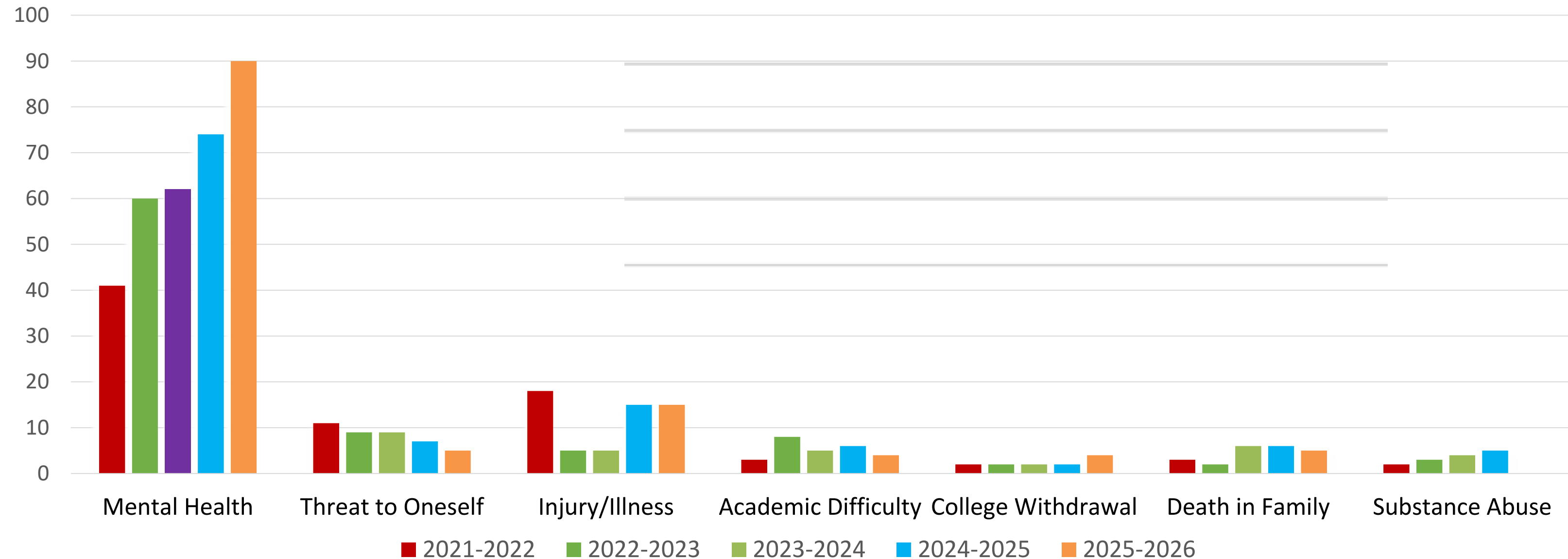
CARE TEAM

CAMPUS AWARENESS RESPONSE & EVALUATION

CARE TEAM

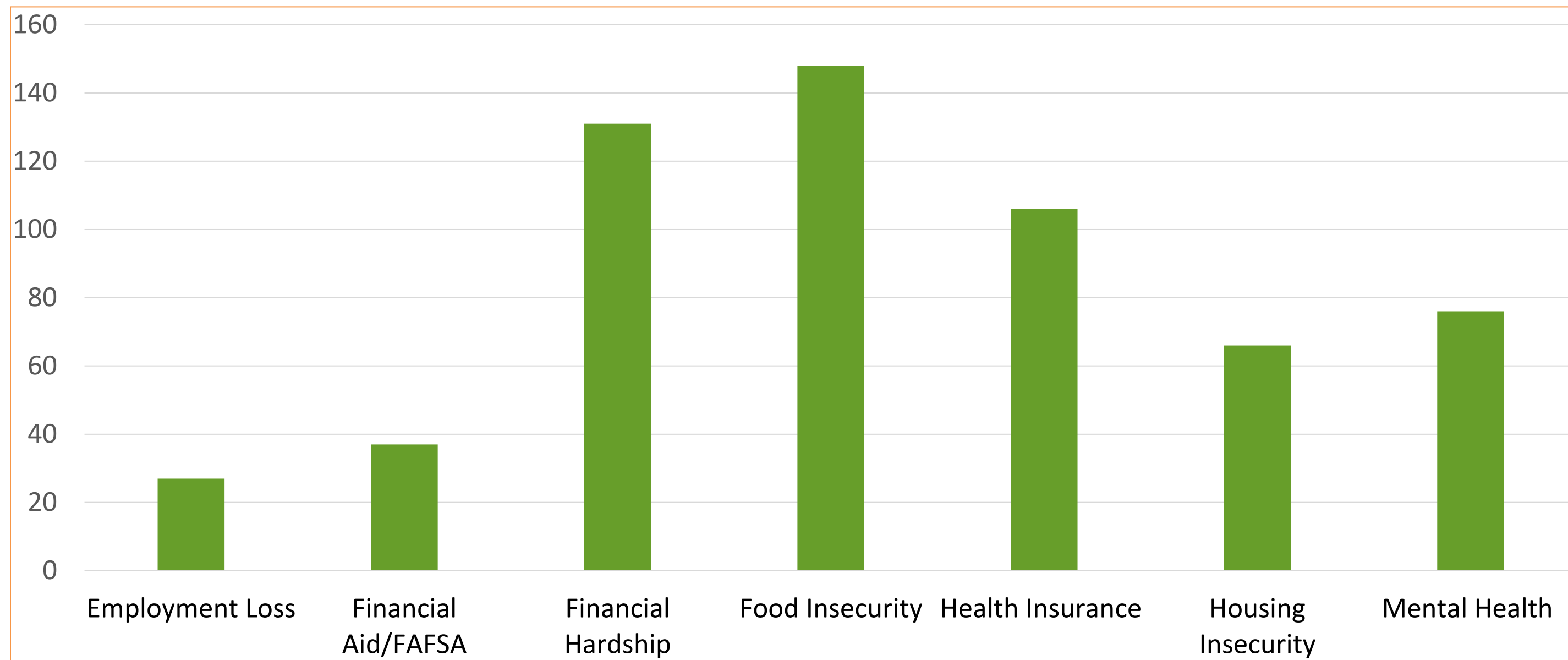
123 CARE SUPPORT CASES BY ISSUE FOR FY25-26

2021-2026 COMPARISON



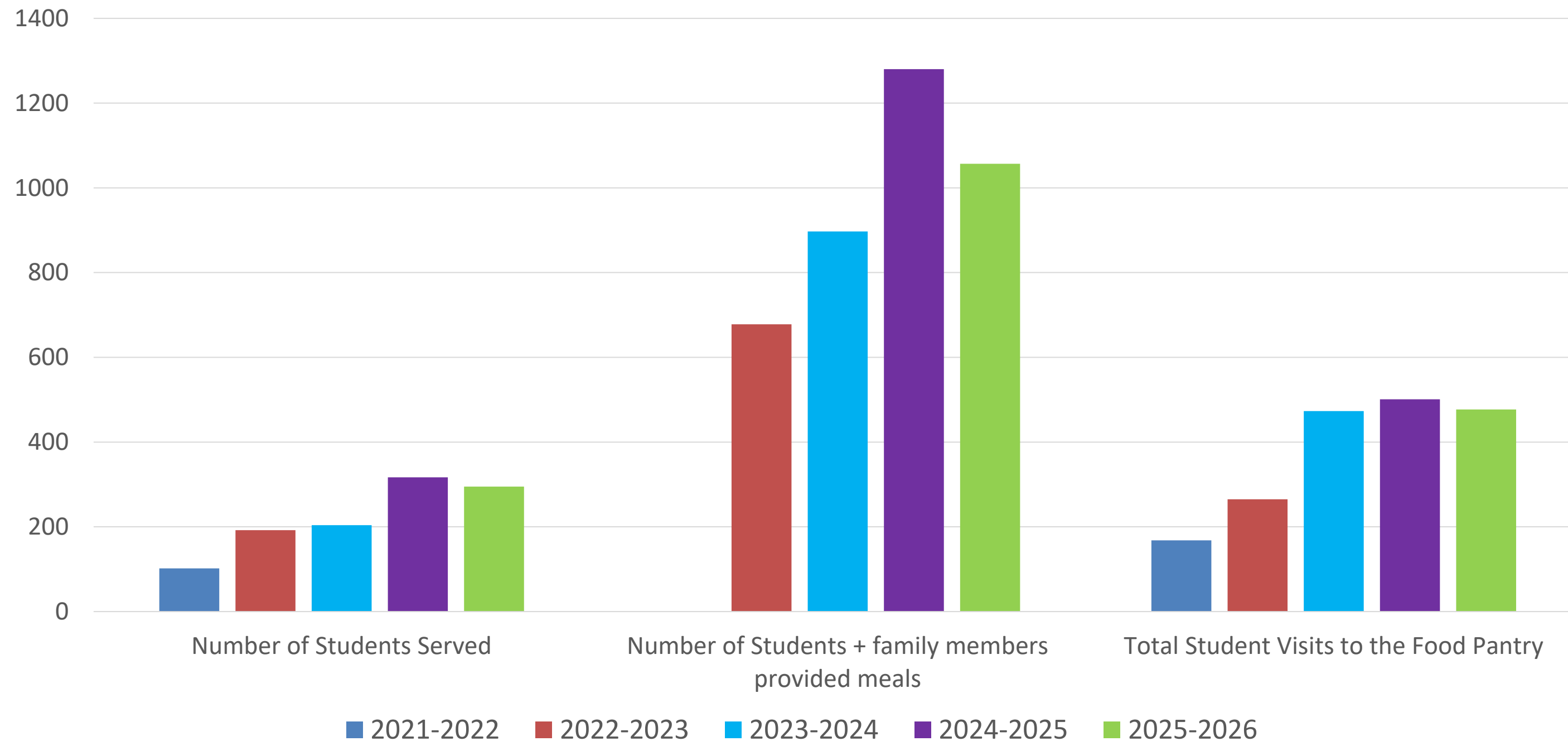
Social Services

372 BASIC NEEDS SUPPORT CASES BY ISSUES FOR FY25-26



Food Pantry Utilization

ACADEMIC YEARS 2021-2026 COMPARISON

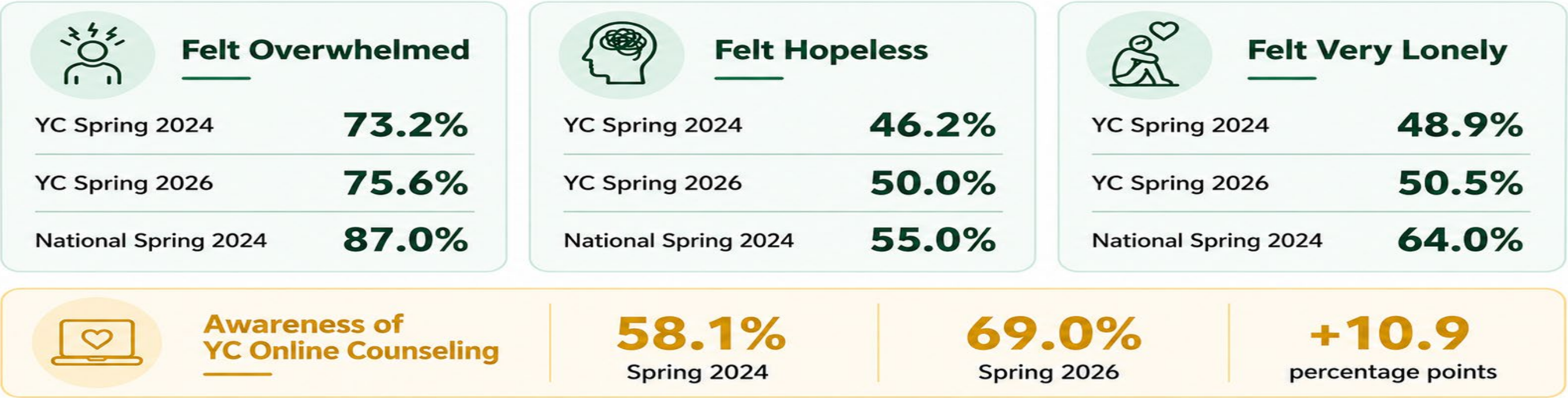


Mental Health Services

Usage of BetterMynd – Online platform with licensed mental health counselors
FY2025-2026: 314 Therapy Sessions Scheduled

Student Mental Health Trends

YC Spring 2024 vs. YC Spring 2026 and National Spring 2024



YC source: AZIHE Statewide Health & Wellness Survey. National source: American College Health Association–National College Health Assessment III, Reference Group Executive Summary, Spring 2024.
Past-year results include responses reported within the past 30 days.

Community Partnerships

Community Partnerships Supporting YC Students

FY25–26 Partnerships and FY26–27 Outlook

	FY25–26 PARTNERSHIPS		FY26–27 PARTNERSHIPS
 BASIC NEEDS	J.W. Kieckhefer Foundation	➔	Kroger NEW
	Arizona Community Foundation		United Way NEW
	Burton Family Foundation		YavaLine CONTINUING
	YavaLine		
 MENTAL HEALTH	Spectrum Healthcare	➔	Spectrum Healthcare CONTINUING
 PREVENTION	AHCCCS Substance Use Prevention Grant	➔	AHCCCS Substance Use Prevention Grant CONTINUING
			Yavapai County Health Opioid Prevention Grant NEW

Building on trusted partnerships to expand basic needs, mental health, and prevention support for YC students.

Support Beyond The Classroom Campaign

SUPPORT BEYOND THE CLASSROOM

YOU MATTER. WE'RE HERE FOR YOU.

Resources for your mental well-being. *You're not alone.*

MENTAL HEALTH SERVICES

Your well-being matters

Free, confidential online therapy when and where you need it

- Free, flexible online therapy that fits your schedule
- Choice of counselor that's right for you
- Easy access from anywhere
- Confidential and private
- No insurance needed

Scan Here!

www.yc.edu/mentalhealth

CARE TEAM SUPPORT

We're here for you

One-on-one support and resources to help you through life's challenges.

- One-on-one support with a CARE team member
- Resource connections for your needs
- Help navigating challenges
- Follow-up and ongoing guidance

Scan Here!

www.yc.edu/care

YOU MATTER. We're here for you.

YAVAPAI COLLEGE All In

SUPPORT BEYOND THE CLASSROOM

NEVER STUDY *Hungry*

YC FOOD PANTRY

The YC Food Pantry provides **FREE GROCERIES** and **BASIC ESSENTIALS** so you can focus on what matters most: your education and your future.

FREE GROCERIES

- Pantry staples
- Fresh foods
- Household essentials
- Two visits per month

FOR YC STUDENTS

All YC students taking at least 3 **CREDITS** are eligible. Visit **TWICE PER MONTH**.

EASY ACCESS

- Prescott Campus Pantry
- Easy appointment scheduling
- Need food at another campus? Email foodpantry@yc.edu

SUPPORT BEYOND the Classroom

Resources for food, housing, mental health, financial stability, and more

MENTAL HEALTH SERVICES

Your well-being matters

Support for anxiety, depression, stress and life transitions

- Free, flexible online therapy
- Your choice of counselor
- Easy access
- Confidential
- No insurance needed

www.yc.edu/counseling

BASIC NEEDS SUPPORT

We've got your back

Get one-on-one support in a judgment-free space

Our staff will work directly with you to connect you to the resources you need

- Help completing SNAP, AHCCCS and childcare applications
- Financial & Employment Support
- YC Food Pantry Support

www.yc.edu/basicneeds

iSHELTER+ RESOURCE FINDER

Find what you need

Search local and campus resources for

- Food
- Housing
- Health Insurance
- Transportation
- Employment
- Community Services

www.yc.edu/iShelter

CARE TEAM SUPPORT

We're here for you

Helping students overcome personal obstacles with

- One-on-one support
- Resource connections
- Help navigating challenges
- Follow-up and guidance
- Personalized support plans

www.yc.edu/care

No matter what you're facing **YOU MATTER** We're here for you

Confidential & Respectful

Everyone Welcome

Support Every Step of the Way

YAVAPAI COLLEGE All In

YAVAPAI COLLEGE All In

SUPPORT BEYOND THE CLASSROOM

NEVER STUDY *Hungry*

The YC Food Pantry provides **free groceries** and **basic essentials** so you can focus on what matters most: your education and your future.

FREE GROCERIES

2 VISITS PER MONTH

WE DELIVER

To other YC

QUESTIONS?

Email us at foodpantry@yc.edu to learn about delivery other campuses.

GOOD FOOD. REAL SUPPORT. *You belong here.*

WE'RE HERE TO HELP.

VISIT TODAY!

Learn more & get connected

www.yc.edu/foodpantry

SUPPORT BEYOND THE CLASSROOM

Resources for food, housing, health insurance, financial stability *and more*

RECOMMENDED OPTION TO START

PERSONALIZED SUPPORT

YC Basic Needs Support

GET ONE-ON-ONE HELP AND CONNECT TO WHAT *YOU* NEED

- Help with applications for SNAP, AHCCCS & childcare assistance
- Connections to campus and community resources

Scan Here!

www.yc.edu/basicneeds

EXPLORE RESOURCES

iShelter+

FIND **TRUSTED** RESOURCES ONLINE ANYTIME, ANYWHERE

- Food
- Housing
- Health Insurance
- Transportation
- Employment
- Community Services

Scan Here!

www.yc.edu/iShelter

YOU MATTER. We're here for you.

Enhance Student Support

Expand Community Partnerships

Expand Awareness of YC Student Conduct Expectations and Support Services

Yavapai Experience – Making Success Inescapable!

YC Foundation Partnership in Fundraising



Questions?



Dear Members of Arizona's Community College District Governing Boards,

On behalf of the Arizona Community College Coordinating Council (AC4), we are writing to share an important clarification regarding the role and responsibilities of the AC4 Executive Director and how AC4 will support trustee professional development going forward.

As we have reviewed and clarified the Executive Director's job description, AC4 has reaffirmed that the position's primary responsibility is to support the collective priorities established by Arizona's 10 community college CEOs and advance AC4's statewide work.

Going forward, the AC4 Executive Director's role will not include providing training or professional development directly to individual governing boards or board members. Because the Executive Director reports collectively to Arizona's 10 community college CEOs, the position must remain focused on advancing AC4's shared statewide priorities. This clarification also helps maintain clear lines of communication and alignment within each district, particularly when board-related support or professional development is being considered.

Arizona's community college CEOs work closely with their governing boards and are best positioned to understand their boards' professional development interests and needs. Boards seeking training beyond the statewide opportunities supported by AC4 are encouraged to work with their CEO to identify appropriate resources, facilitators and opportunities.

AC4 remains deeply committed to bringing trustees together for high-quality professional development, collaboration and statewide networking. AC4 will continue to support the following opportunities:

- The annual AACCT professional development program held each April in Phoenix and coordinated by the AC4 Executive Director and AC4 Executive Committee. This full-day event will feature nationally recognized speakers, timely topics and opportunities for trustees to connect with AACCT colleagues from across the state.
- Networking opportunities in conjunction with the Association of Community College Trustees Leadership Congress each fall.
- Networking opportunities during the ACCT National Legislative Summit each February in Washington, D.C.

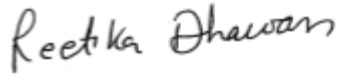
Beginning in August 2027, AC4's August retreat in Flagstaff will be structured as a CEO working session. The retreat will focus on statewide policy and legislative priorities, preparation for the upcoming legislative session and other matters requiring coordination among Arizona's 10 community college districts. A separate trustee component will no longer be offered as part of the August retreat.

We greatly value the service of Arizona's community college trustees and the close partnerships between our boards and CEOs. These changes allow AC4 to maintain clear lines of responsibility for the Executive Director while continuing to offer meaningful statewide opportunities for trustee learning, engagement and collaboration.

We look forward to continuing our work together and to welcoming trustees to our statewide professional development program in Phoenix next April.

Sincerely,

Arizona's 10 Community College District CEOs
Arizona Community College Coordinating Council



Dr. Reetika Dhawan
President Arizona Western College



Dr. Lisa Rhine
President Central Arizona College



Dr. Jeff Nasse
Chancellor, Pima Community College



Dr. Steven Bloomberg
Chancellor, Maricopa Community Colleges



Todd Haynie
President, Eastern Arizona College



Dr. Von Lawson
President, Northland Pioneer College



Dr. Eric Heiser
President, Coconino Community College



Dr. Chrissy Holliday
President, Mohave College



Dr. Doug Berry
Acting President, Yavapai College



Dr. James Perey
President, Cochise College

Delegation of Authority Chain

1. **DGB to President:** A.R.S. § 15-1444(B)(4) authorizes the District Governing Board to contract for goods and services and provides that the Board “may delegate in writing to the chancellor or president of the district, or their designees, all or any part of its authority to contract under this paragraph.” Consistent with this statutory authority, DGB Policy 401 delegates broad operational authority to the College President, subject to the limitations established in Board policy.
 2. **President to Procurement Director:** The Procurement Procedure expressly states that the President delegated procurement negotiations and administration of procurement and contract procedures to the Director of Procurement & Contract Services (College Policy 7.02).
 3. **Director/designees:** The Procurement Manual authorizes the Director and persons designated by the Director to commit College funds for goods, services, and construction.
 4. **Agreement-specific authority:** The YC Signature Authority Matrix assigns review and signature authority by agreement type and, for some categories, dollar amount.
-

Contracts and Actions Requiring Board Approval or Other Board Action

Based on the Arizona Revised Statutes and Board policies identified below, the following categories require Board approval or other specified Board action.

1. President Appointment, Employment Contract, and Compensation

A.R.S. § 15-1444(A)(6) assigns the District Governing Board responsibility for appointing and employing the College President and expressly authorizes the Board to enter into an employment contract with the President for a term exceeding one year but not more than five years. A.R.S. § 15-1444(A)(7) assigns the Board responsibility for determining the salaries of the persons it appoints and employs. Board Policies 307 and 405 further recognize the Board’s authority over the President and responsibility for selecting a replacement President.

2. Certain Lease Agreements

Board approval is required for:

- Lease agreements where YC is the lessee and the lease exceeds five years; or
- Lease agreements where YC is the lessee and the annual cost exceeds \$200,000 (Board Policy 204).

3. Tenant Improvements to Leased Property

Tenant improvements exceeding \$30,000 on leased property require Board approval (Board Policy 204).

4. Contracts or Actions Specifically Required by Statute or Existing Board Policy

If Arizona law, Board policy, or an applicable contract requires Board approval, review, or receipt, the matter must be presented to the Board in the manner required by that authority. Board Policy 308 recognizes that some delegated matters must nevertheless be reviewed or received by the Board

because of applicable law or contract. Board approval should not be characterized as required unless the governing statute, policy, or contract specifically requires approval.

Intergovernmental agreements subject to A.R.S. § 11-952 require the authorization and appropriate approving action specified by that statute, including legal review before execution.

Contracts NOT Requiring Board Approval

Under Board Policy 401, operational contracts falling within the President's delegated authority generally include the following and do not require Board approval unless applicable law, Board policy, or contract requires otherwise:

- Procurement contracts
- Goods and services contracts
- Professional services agreements
- Consulting agreements
- Cooperative purchasing agreements
- Software agreements
- Construction contracts
- Facility use agreements
- Memoranda of Understanding
- Grant agreements
- Amendments, renewals, and terminations of operational contracts

This is because the Board delegates operational authority to the President and authorizes the President to establish operational policies, make decisions, take actions, and conduct College business.

Summary

A.R.S. § 15-1444 establishes the District Governing Board's contracting and employment authority and permits the Board to delegate contracting authority in writing. Consistent with that authority, Board Policy 401 broadly delegates operational authority to the College President, subject to limitations established by law and Board policy. Accordingly, Board approval is not required for most operational contracts unless a statute, Board policy, or applicable contract specifically requires Board approval or another form of Board action. Expressly identified matters include certain leases and tenant improvements under Board Policy 204, appointment and employment of the College President under A.R.S. § 15-1444(A)(6) and (7), and the authorization and approving action applicable to intergovernmental agreements under A.R.S. § 11-952. Board Policy 308 further recognizes that some delegated matters must nevertheless be reviewed or received by the Board because of applicable law or contract.

From a governance perspective, if a more defined approval matrix is desired, a Board policy could expressly state:

Illustrative Proposed Approval Matrix, Not Current Board Policy

Contract Type	Board Approval or Other Board Action Required
President Appointment, Employment Contract, and Compensation	Yes
Lease > 5 Years	Yes
Lease > \$200,000/year	Yes
Tenant Improvements > \$30,000	Yes
Real Property Purchase/Sale	Confirm under A.R.S. § 15-1444 and the applicable written delegation or Board policy.
Intergovernmental Agreements subject to A.R.S. § 11-952	Board or other appropriate governing-body action required under the statute.
All Other Contracts	Generally, no, unless Board approval or other Board action is required by applicable law, Board policy, or contract; otherwise delegated to the President or the President's designee.



Origination 11/19/2024
Last Approved 3/4/2026
Effective 11/19/2024
Last Revised 3/4/2026
Next Review 3/4/2027

Owner Yvonne Sandoval:
President's Office
Executive Assistant

Area District Governing Board Policies

310 Code of Conduct and Ethics

The Board expects of itself, as a whole and of its individual members, ethical and professional conduct. This commitment includes proper use of authority and appropriate decorum in group and individual behavior when acting as Board members. The Board shall:

1. The Board will protect the mission of student learning and student success as they protect the long-term interests of the college.
2. Yavapai College District Governing Board will demonstrate a commitment to informed, ethical decision-making based on what is best for the students, the college and the community--not on special interests or personal agendas.

Members will review Board materials provided, attend scheduled meetings, and request data and information through protocols established by the Board in conjunction with the President. In addition: per Yavapai College Board Policy 401, Delegation to and Accountability of President, the Governing Board has delegated the day-to-day management of Yavapai College to the President.

Therefore,

1. Each Board member acknowledges the distinction between governance and administration of the College. The Board's primary function is to establish the policies by which the College shall be administered. Authority for day-to-day administration—including initiating policy directives, administering academic programs, conducting College business, directing staff and faculty, and implementing Board actions—is delegated to the College President.
2. Governing Board members shall respect this delegation of authority.
3. Each Board member shall respect the authority delegated to the President by the Governing Board and shall conduct themselves professionally and responsibly in public communications, consistent with their governance and fiduciary responsibilities.

4. The Governing Board and the College President share responsibility for creating and maintaining a spirit of cooperation and a mutually supportive working relationship. Each Yavapai College District Governing Board member and the College President shall promote a healthy working relationship through respectful, open, and honest communication, consistent with their respective roles and responsibilities.
5. Authority rests with the entire board and not individuals. The Board's voice is only expressed through the policies and actions it takes in official meetings. Once the Board has decided on a policy or position, each Board member must be prepared to honor the Board's decision. As individuals, the Yavapai College District Governing Board members have no legal authority to determine policies, programs, or procedures, or to direct the President or any staff. Board members do not speak or act on behalf of the College unless authorized by a majority vote of the Board.
6. Each Board member understands that the President is the primary contact with the college community. Nothing in this policy shall be construed to prohibit a Board member from publicly expressing concerns, criticism, or dissent regarding the President or the College in the exercise of their governance and fiduciary duties.
7. Each Board member will maintain appropriate confidentiality of all executive {closed} sessions, as required by Arizona state statutes, 38-431.03. Each Board member will be expected to understand the Family Educational Rights and Privacy Act (FERPA), and act accordingly.
8. The Board will monitor inappropriate behavior of the Board as a whole and individual Board members and take appropriate corrective action when necessary.
9. Each Board member shall respect the authority delegated to the President by the Governing Board and shall conduct themselves in a professional and respectful manner in public communications, consistent with the Board's governance role.
10. Each Board member should be knowledgeable of the Higher Learning Commissions Criteria for Accreditation, especially as it relates to the Board (see HLC Criteria 2.C and assumed practices A11-12 below). Therefore, the Board's performance as a whole and as individuals has the potential to positively and/or negatively affect accreditation.
11. The Yavapai College District Governing Board will devote time to activities that will enhance their knowledge of the college, and higher education's issues as they engage in a regular and ongoing process of professional development, continuous improvement, self-assessment, and participate in college events as appropriate.

The Higher Learning Commission Accreditation Criteria #2 (in part)

2.C. Board Governance-In discharging its fiduciary duties, the institution's governing board is free from undue external influence and empowered to act in the best interest of the institution, including the students it serves.

The Higher Learning Commission Assumed Practices – A. Integrity: Ethical and Responsible Conduct (in part)

11) The governing board is trained and knowledgeable on all subject matter necessary to discharge its legal and fiduciary responsibilities, and to otherwise make informed decisions with respect to the institution's financial and academic policies and procedures.

12) The governing board delegates day-to-day management of the institution to the institution's administration

and expects the institution's faculty to oversee academic matters.

Fiduciary Duties

A community college trustee’s fiduciary duties consist of three principal obligations: Duty of Care, Duty of Loyalty, and Duty of Obedience.

Community college board members have three overarching obligations to their boards and institutions: Duty of Care, Duty of Loyalty, and Duty of Obedience.

The **Duty of Care** requires that board members/trustees always work in the best interests of the college by working collaboratively to make decisions based on sound information and to use deliberative judgments in the interest of their institutions. Board members have a duty to establish and implement reporting systems and regularly review reports from the CEO, to attend and participate in board meetings, to support decisions made by the board, to operate transparently, and to fairly and regularly evaluate and compensate the college President who they employ.

The **Duty of Loyalty** prevents conflicts of interest. All community college trustees are obligated to forgo their personal and professional interests when working with their respective boards for the sake of upholding this duty and protecting the interests of their college. They should pass and enforce conflict-of-interest policies, keep private institutional matters confidential, uphold whistleblower-protection policies, uphold open meeting laws and operate honestly.

The **Duty of Obedience** requires that all board members obey all requisite laws—local, federal, and state—as well as all board and institutional policies. As the ultimate body responsible for the well-being of the college, the board of trustees holds tremendous responsibility to set the example for all others by establishing and adhering to policies.

Source: Association of Community College Trustees

Approval Signatures

Step Description	Approver	Date
	Yvonne Sandoval: President's Office Executive Assistant	3/4/2026
	Yvonne Sandoval: President's Office Executive Assistant	2/24/2026
	Yvonne Sandoval: President's Office Executive Assistant	12/17/2024
	Yvonne Sandoval: President's Office Executive Assistant	11/19/2024



Origination 11/19/2024
 Last Approved 11/19/2024
 Effective 11/19/2024
 Last Revised 11/19/2024
 Next Review 11/19/2025

Owner Yvonne Sandoval:
 President's Office
 Executive
 Assistant
 Area District
 Governing Board
 Policies

310 Code of Conduct and Ethics

The Board expects of itself, as a whole and of its individual members, ethical and professional conduct. This commitment includes proper use of authority and appropriate decorum in group and individual behavior when acting as Board members. The Board shall:

1. Enforce upon itself whatever discipline is needed to govern with excellence. Discipline will apply to matters such as abiding by Board Policy, respect of roles, abiding by the majority's decisions and adherence to ethical practices.
2. The Board will protect the mission of student learning and student success as they protect the long-term interests of the college.
3. Yavapai College District Governing Board will demonstrate a commitment to informed, ethical decision-making based on what is best for the students, the college and the community– not on special interests or personal agendas. Members will review Board materials provided, attend scheduled meetings, and request data and information through protocols established by the Board in conjunction with the President

In addition:

Per Yavapai College Board Policy 401, Delegation to and Accountability of President, the Governing Board has delegated the day-to-day management of Yavapai College to the President. Therefore,

1. Each Board member acknowledges the difference between governance and administration of the college. The Board's primary function is to establish the policies by which the college shall be administered. The authority for overall college administration, to initiate policy recommendations, administer academic programs, conduct college business, direct staff and faculty, and implement board actions is delegated to the college president. Yavapai College District Governing members will respect the delegation of authority to the president to administer the college.
2. Each Board member provides visible public support for the President, does not undermine his/her authority and counters misinformed public criticism.

3. Each Board member is responsible for creating and maintaining a spirit of cooperation and a mutually supportive relationship with its president. Each Yavapai College District Governing Board member will promote a healthy working relationship with college president through respectful, supportive, open and honest communication.
4. Authority rests with the entire board and not individuals. The Board's voice is only expressed through the policies and actions it takes in official meetings. Once the Board has decided on a policy or position, each Board member must be prepared to honor the Board's decision. As individuals, the Yavapai College District Governing Board members have no legal authority to determine policies, programs, or procedures, or to direct the President or any staff.
5. Concerning a college or community issue, under no circumstances should an individual Board member direct or contact by any means, a staff member. Each Board member will refer all of their concerns and constituent concerns via email to the President to resolve or answer. Board members never speak or act on behalf of the college, unless instructed to do so by a majority vote of the Board.
6. Each Board member understands that the President is the primary contact with the college community and does not publicly criticize the President or the College.
7. Each Board member will maintain appropriate confidentiality of all executive {closed} sessions, as required by Arizona state statutes, 38-431.03. Each Board member will be expected to understand the Family Educational Rights and Privacy Act (FERPA), and act accordingly.
8. The Board will monitor inappropriate behavior of the Board as a whole and individual Board members and take appropriate corrective action when necessary.
9. Each Board member will do not speak to the press in any way that reflects negatively on their colleagues, the President or the college.
10. Each Board member should be knowledgeable of the Higher Learning Commissions Criteria for Accreditation, especially as it relates to the Board (see HLC Criteria 2.5 below). Therefore, the Board's performance as a whole and as individuals has the potential to positively and/or negatively affect accreditation.
11. The Yavapai College District Governing Board will devote time to activities that will enhance their knowledge of the college, and higher education's issues as they engage in a regular and ongoing process of professional development, continuous improvement, self-assessment, and participate in college events as appropriate.

The Higher Learning Commission Accreditation Criteria #2 (in part)

2.C. The governing board of the institution is autonomous to make decisions in the best interest of the institution in compliance with board policies and to ensure the institution's integrity.

1. The governing board is trained and knowledgeable so that it makes informed decisions with respect to the institution's financial and academic policies and practices; the board meets its legal and fiduciary responsibilities.
2. The governing board's deliberations reflect priorities to preserve and enhance the institution.
3. The governing board reviews the reasonable and relevant interests of the institution's internal and external constituencies during its decision-making deliberations.
4. The governing board preserves its independence from undue influence on the part of donors,

elected officials, ownership interests or other external parties.

5. The governing board delegates day-to-day management of the institution to the institution's administration and expects the institution's faculty to oversee academic matters.

Approval Signatures

Step Description	Approver	Date
	Yvonne Sandoval: President's Office Executive Assistant	12/17/2024
	Yvonne Sandoval: President's Office Executive Assistant	11/19/2024

COPY



Origination 11/19/2024
 Last Approved 11/19/2024
 Effective 11/19/2024
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8. The Board will monitor inappropriate behavior of the Board as a whole and individual Board members and take appropriate corrective action when necessary.
9. Each Board member will do not speak to the press in any way that reflects negatively on their colleagues, the President or the college.
10. Each Board member should be knowledgeable of the Higher Learning Commission's Criteria for Accreditation and assumed practices, especially as it relates to the Board (see HLC Criteria 2.c and assumed practices A11-12 below). Therefore, the Board's performance as a whole and as individuals has the potential to positively and/or negatively affect accreditation..
11. The Yavapai College District Governing Board will devote time to activities that will enhance their knowledge of the college, and higher education's issues as they engage in a regular and ongoing process of professional development, continuous improvement, self-assessment, and participate in college events as appropriate.

The Higher Learning Commission Accreditation Criteria #2 (in part)

2.C. Board Governance-In discharging its fiduciary duties, the institution's governing board is free from undue external influence and empowered to act in the best interest of the institution, including the students it serves.

The Higher Learning Commission Assumed Practices – A. Integrity: Ethical and Responsible Conduct (in part)

11) The governing board is trained and knowledgeable on all subject matter necessary to discharge its legal and fiduciary responsibilities, and to otherwise make informed decisions with respect to the institution's financial and academic policies and procedures.

12) The governing board delegates day-to-day management of the institution to the institution's administration and expects the institution's faculty to oversee academic matters.

Approval Signatures

Step Description	Approver	Date
	Yvonne Sandoval: President's Office Executive Assistant	2/24/2026
	Yvonne Sandoval: President's Office Executive Assistant	12/17/2024
	Yvonne Sandoval: President's Office Executive Assistant	11/19/2024



Origination 11/19/2024
Last Approved 3/4/2026
Effective 11/19/2024
Last Revised 3/4/2026
Next Review 3/4/2027

Owner Yvonne Sandoval:
President's Office
Executive Assistant

Area District Governing Board Policies

310 Code of Conduct and Ethics

The Board expects of itself, as a whole and of its individual members, ethical and professional conduct. This commitment includes proper use of authority and appropriate decorum in group and individual behavior when acting as Board members. The Board shall:

1. The Board will protect the mission of student learning and student success as they protect the long-term interests of the college.
2. Yavapai College District Governing Board will demonstrate a commitment to informed, ethical decision-making based on what is best for the students, the college and the community—not on special interests or personal agendas.

Members will review Board materials provided, attend scheduled meetings, and request data and information through protocols established by the Board in conjunction with the President. In addition: per Yavapai College Board Policy 401, Delegation to and Accountability of President, the Governing Board has delegated the day-to-day management of Yavapai College to the President.

Therefore,

1. Each Board member acknowledges the distinction between governance and administration of the College. The Board's primary function is to establish the policies by which the College shall be administered. Authority for day-to-day administration—including initiating policy directives, administering academic programs, conducting College business, directing staff and faculty, and implementing Board actions—is delegated to the College President.
2. Governing Board members shall respect this delegation of authority.
3. Each Board member shall respect the authority delegated to the President by the Governing Board and shall conduct themselves professionally and responsibly in public communications, consistent with their governance and fiduciary responsibilities.

4. The Governing Board and the College President share responsibility for creating and maintaining a spirit of cooperation and a mutually supportive working relationship. Each Yavapai College District Governing Board member and the College President shall promote a healthy working relationship through respectful, open, and honest communication, consistent with their respective roles and responsibilities.
5. Authority rests with the entire board and not individuals. The Board's voice is only expressed through the policies and actions it takes in official meetings. Once the Board has decided on a policy or position, each Board member must be prepared to honor the Board's decision. As individuals, the Yavapai College District Governing Board members have no legal authority to determine policies, programs, or procedures, or to direct the President or any staff. Board members do not speak or act on behalf of the College unless authorized by a majority vote of the Board.
6. Each Board member understands that the President is the primary contact with the college community. Nothing in this policy shall be construed to prohibit a Board member from publicly expressing concerns, criticism, or dissent regarding the President or the College in the exercise of their governance and fiduciary duties.
7. Each Board member will maintain appropriate confidentiality of all executive {closed} sessions, as required by Arizona state statutes, 38-431.03. Each Board member will be expected to understand the Family Educational Rights and Privacy Act (FERPA), and act accordingly.
8. The Board will monitor inappropriate behavior of the Board as a whole and individual Board members and take appropriate corrective action when necessary.
9. Each Board member shall respect the authority delegated to the President by the Governing Board and shall conduct themselves in a professional and respectful manner in public communications, consistent with the Board's governance role.
10. Each Board member should be knowledgeable of the Higher Learning Commissions Criteria for Accreditation, especially as it relates to the Board (see HLC Criteria 2.5 below). Therefore, the Board's performance as a whole and as individuals has the potential to positively and/or negatively affect accreditation.
11. The Yavapai College District Governing Board will devote time to activities that will enhance their knowledge of the college, and higher education's issues as they engage in a regular and ongoing process of professional development, continuous improvement, self-assessment, and participate in college events as appropriate.

The Higher Learning Commission Accreditation Criteria #2 (in part)

2.C. The governing board of the institution is autonomous to make decisions in the best interest of the institution in compliance with board policies and to ensure the institution's integrity.

1. The governing board is trained and knowledgeable so that it makes informed decisions with respect to the institution's financial and academic policies and practices; the board meets its legal and fiduciary responsibilities.
2. The governing board's deliberations reflect priorities to preserve and enhance the institution.
3. The governing board reviews the reasonable and relevant interests of the institution's internal and external constituencies during its decision-making deliberations.

4. The governing board preserves its independence from undue influence on the part of donors, elected officials, ownership interests or other external parties.
5. The governing board delegates day-to-day management of the institution to the institution's administration and expects the institution's faculty to oversee academic matters.

Fiduciary Duties

A community college trustee's fiduciary duties consist of three principal obligations: Duty of Care, Duty of Loyalty, and Duty of Obedience.

Community college board members have three overarching obligations to their boards and institutions: Duty of Care, Duty of Loyalty, and Duty of Obedience.

The **Duty of Care** requires that board members/trustees always work in the best interests of the college by working collaboratively to make decisions based on sound information and to use deliberative judgments in the interest of their institutions. Board members have a duty to establish and implement reporting systems and regularly review reports from the CEO, to attend and participate in board meetings, to support decisions made by the board, to operate transparently, and to fairly and regularly evaluate and compensate the college President who they employ.

The **Duty of Loyalty** prevents conflicts of interest. All community college trustees are obligated to forgo their personal and professional interests when working with their respective boards for the sake of upholding this duty and protecting the interests of their college. They should pass and enforce conflict-of-interest policies, keep private institutional matters confidential, uphold whistleblower-protection policies, uphold open meeting laws and operate honestly.

The **Duty of Obedience** requires that all board members obey all requisite laws—local, federal, and state—as well as all board and institutional policies. As the ultimate body responsible for the well-being of the college, the board of trustees holds tremendous responsibility to set the example for all others by establishing and adhering to policies.

Source: Association of Community College Trustees

Approval Signatures

Step Description	Approver	Date
	Yvonne Sandoval: President's Office Executive Assistant	3/4/2026
	Yvonne Sandoval: President's Office Executive Assistant	2/24/2026
	Yvonne Sandoval: President's Office Executive Assistant	12/17/2024
	Yvonne Sandoval: President's Office Executive Assistant	11/19/2024

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA

AND

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

The parties to this Intergovernmental Agreement (“Agreement”) are The Arizona Board of Regents, University of Arizona, hereinafter “University”, and Yavapai County Community College District, hereinafter “YCCCD”, and referred to collectively hereinafter as the “Parties”.

AUTHORITY

University and YCCCD are authorized to enter into this Agreement pursuant to the Provisions of A.R.S. §11-952, §15-1625(B)(2) and §15-1444(B)(4).

BACKGROUND AND PURPOSE

In September 2016, the Parties entered into an Intergovernmental Agreement for the purpose of granting YCCCD a non-exclusive license for access and use of portions of the University’s Cracchiolo DK Ranch property and structures (“Property”), located at 225 S Merritt Ranch Road, Cornville, Arizona (See Exhibit A). The term of that Intergovernmental Agreement was automatically renewable annually for a period of up to five years, expiring June 30, 2021. In the Spring of 2021, the Parties held discussions related to the establishment of a new Intergovernmental Agreement with revised terms and conditions to include specific provisions for access, use, improvements and maintenance of the Property, including livestock, equine, and agriculture uses. The Parties hereby agree to such revised provisions, pursuant to the terms and conditions set forth below and in attached Exhibits, as may be modified from time to time by the Parties in written amendments to this Agreement.

DURATION

This Agreement shall commence on the date of last signature by the Parties and continue for a period of one (1) year. The agreement shall renew automatically each year thereafter for up to four (4) additional one (1) year periods unless terminated ninety (90) days prior to such annual renewal by either party. Renewals may extend this agreement through June 30, 2031.

FUNDING

For the initial term of this agreement, YCCCD and University contemplate no exchange of funds.

RESPONSIBILITIES OF UNIVERSITY:

1. University grants to YCCCD, access to the Property for the purposes of non-commercial research and education activities, as further described below and in attached Exhibits.
2. University grants to YCCCD access to and use of plots 2, 3 & 7 as identified on Exhibit A-1, and use of the Hay Shed, Horse Barn, Livestock Barn, Meeting Room & bathrooms, and designated parking areas as identified on Exhibit A-2, to make temporary improvements related to the non-commercial research and education activities contemplated by this Agreement, as further described below and in attached Exhibits.
3. University agrees not to unduly withhold approval in response to YCCCD's request for Property access, to make temporary improvements, and to allow livestock, equine, or agricultural uses. University will endeavor to address and/or approve most requests within twenty (20) days of receipt from YCCCD.
4. University remains responsible for the maintenance and repair of its permanent capital structures located on the Property, except for the bathrooms located at the Meeting Room, which shall be the responsibility of YCCCD as further described below.

RESPONSIBILITIES OF YCCCD

1. For YCCCD's expected use for an academic semester (a use typically greater than 15 days in duration), YCCCD shall give University's Superintendent of V Bar V and Cracchiolo DK Ranches ("Superintendent") thirty (30) days' notice (email acceptable) of the need to access the Property. YCCCD shall not access the Property without notification to University's Associate Director prior to each use. YCCCD shall identify to University the following:
 - a. The name of the activity;
 - b. The nature, purpose and location on the property of the activity;
 - c. The start and end date(s), and start and end time(s) of YCCCD's use each day;
 - d. The name of YCCCD representative(s) in charge of the activity, including title, date of birth and direct contact information;
 - e. The names, titles, and date of birth (required only once per semester per class) of each person who will be onsite for the duration of the activity, and if minors, their parent(s) or guardian(s) direct contact information; and
 - f. Any pre-visit needs or requirements of the YCCCD.
2. For YCCCD's spontaneous use (a use typically 15 days or less in duration), YCCCD shall give University's Superintendent five (5) days notice (email acceptable) of the need to access the Property. YCCCD shall identify to University the same information in 1. a. to 1. f. above.
3. YCCCD shall only access and use the areas of the property granted by University above. YCCCD shall not access or disturb the Caretaker's House, Guest House, or Main House or any other portion of the property, unless prior authorization is granted by University. YCCCD agrees to park only in the parking area designated by University. YCCCD participants are not to park on

Merritt Ranch Road or Kovacovich Lane. For maximum attendance at YCCCD events, YCCCD is encouraged to carpool or vanpool to the Property. Buses larger than 20 feet in length are not allowed to park on the Property or on the surrounding roads.

4. For any use that requires a long-term occupancy and/or temporary improvement, YCCCD shall give the Superintendent ninety (90) days notice (email acceptable), using the form at Exhibit B, or similar approved form. YCCCD shall identify to University on the form the following:
 - a. The nature, purpose, and location on the Property, and sketch of the proposed improvements;
 - b. The proposed start and end date(s) for the construction and use of the improvements;
 - c. The anticipated value of the improvements; and
 - d. The name of YCCCD representative(s) in charge of the improvements, including title, date of birth and direct contact information;

YCCCD agrees to accept a denial from University as well as accommodate reasonable requests from University to modify or improve the temporary improvement design or placement prior to, during, or after installation.

5. If YCCCD chooses to raise livestock, equines, or agriculture on the Property, all care of the livestock, equines, and agriculture shall be the responsibility of YCCCD. In the event YCCCD chooses to raise livestock or equines on the Property, YCCCD shall contact University to establish agreements with the University Animal Care's Animal Welfare Program prior to placement on the Property. YCCCD shall hire an employee to take care of the animals and vegetation, perform regular routine maintenance and repairs of the temporary improvements, and clean and restock the Property bathrooms located at the Meeting Room.
6. YCCCD estimates having no more than five (5) livestock & equine on the Property, and no more than twenty-five (25) poultry at a time on the Property. If these estimates increase, YCCCD agrees to notify the Superintendent thirty (30) days in advance for review and approval.
7. If YCCCD elects to have a third party access the Property for related non-commercial research and education activities as contemplated by this Agreement, YCCCD shall enter into a written agreement with such third-party similar in terms and conditions as this Agreement. YCCCD shall provide University with a draft of the proposed written agreement no later than one-hundred and twenty (120) days prior to the third-party's access of the Property. YCCCD agrees to incorporate Arizona's reasonable modifications to the agreement before presenting it to the third-party for review and signature. If the third-party has objections or concerns regarding any of the terms and conditions that impact University, such objections or concerns shall be brought to University for return comment. Upon signature of the third-party agreement, YCCCD shall provide evidence to University of such written agreement no later than thirty (30) days prior to the third-party's access of the Property.
8. To avoid any conflict with any other research and education activities occurring on the Property, University reserves the right to reject, postpone or cancel the YCCCD's access to the Property for

any reason. University will give YCCCD ninety (90) days' advance notice of its intent to deny approval, postpone, or cancel any YCCCD activity or access.

9. YCCCD agrees to abide by University's Interactions with Non-enrolled Minors Policy: <http://policy.arizona.edu/ethics-and-conduct/interactions-non-enrolled-minors>, including but not limited to:
 - a. Background checks of all potential YCCCD employees who will be on the Property during YCCCD's use who will be over the age of 18;
 - b. No unsupervised contact: No one-on-one adult contact with a minor unless such contact is both unavoidable and in full view of other adults and/or children, nor facilitate or allow that situation to occur with any other adult/minor.
 - c. Any YCCCD employee is a mandatory reporter and if they suspect abuse of a minor, they should call 9-1-1 immediately to report the suspected abuse to the nearest police, and inform the University's Associate Director or onsite Caretaker.
 - d. Take such steps as are appropriate under the circumstances to immediately separate the minor from the threat.
 - e. Take steps to prohibit anyone whose conduct has resulted in a report under this section from having any further contact with minors until it receives suitable assurances that the individual whose conduct resulted in the report has been absolved of any wrongdoing.
10. While on the Property, YCCCD agrees all activities will adhere to all applicable regulatory and accreditation requirements and ABOR and University of Arizona policies, including, but not limited to, the Animal Welfare Act, Animal Welfare Regulations, Public Health Service Policies, AVMA Council on Education, and the Association for the Assessment and Accreditation of Laboratory Animal Care, International.
11. YCCCD's activities shall not hinder or disturb The Steele Foundation's Visitors Right of Entry to Oak Creek.
12. YCCCD agrees to exercise due care in the use of the Property, and at the end of its scheduled use to return the Property in as good a condition or better as when received and remove all livestock, equines, and/or agricultural products from the Property. YCCCD agrees be responsible for any damages to the Property and any equipment or furnishings on the Property that are caused by YCCCD or result from YCCCD's use and occupancy of the Property. At the end of YCCCD's use of any temporary improvement made to the Property, YCCCD shall give the Superintendent ninety (90) days notice for the Superintendent to determine if University wants YCCCD to remove the temporary improvement or leave it in place. If University determines that transfer of ownership of a temporary improvement is in its best interests, YCCCD agrees not to remove the improvement and to document the transfer of ownership to University or to a third party as may be determined by University.

STATE OBLIGATION

The Parties recognize that the performance of both Parties may be dependent upon the appropriation of funds by each Party's governing, legislative authority. Should the Legislature in the case of the University or the Governing Board in the case of YCCCD fail to appropriate the necessary funds or if either Party's applicable appropriation is reduced during the fiscal year, the Party that is subject to the reduced or eliminated funding may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. Each Party agrees to notify the other Party as soon as reasonably possible after the unavailability of said funds comes to its attention.

TERMINATION

This Agreement may be terminated by either party with ninety (90) days written notice to the other party. In the event early termination creates an obligation on one party to refund or release funds to the other, such funds shall be released or refunded within thirty (30) days of the termination date.

DISPOSITION OF PROPERTY

The Parties do not contemplate joint acquisition of any property pursuant to this agreement. Except as otherwise contemplated in this Agreement, upon termination of this Agreement, equipment furnished or purchased by YCCCD for use on the Property shall be retained by YCCCD, and equipment furnished or purchased by University for use on the Property shall be retained by University.

NOTICE

Any written notice/communication provided for, required or permitted herein will be addressed to the following:

University of Arizona:

Administrative:

Director, Arizona Experiment Station
School of Natural Resources and the Environment
University of Arizona
1311 East Fourth Street, Rm 112
Tucson, AZ 85721
bcb@arizona.edu

Contractual:

Director, Office of Research Contracts &
Agreements
University of Arizona

Yavapai College:

Administrative:

Heather Mulcaire
Associate Dean, Verde Valley Campus
601 Black Hills Drive
Clarkdale, AZ 86324
heather.mulcaire@yc.edu

Contractual:

Director
Procurement & Contract Services
Yavapai College

P.O. Box 210158B
845 North Park Avenue, Room 538
Tucson, AZ 85721-0158
sponsor@arizona.edu

1100 E. Sheldon Street
Prescott, AZ 86301
procurement@yc.edu

A Party may change its Notice clause contact information by providing informal notice to the other Party, without need for a written amendment.

INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other parties (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims", arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

INSURANCE

YCCCD shall provide and maintain insurance coverage as follows:

- a. Commercial general liability in the amount of: \$3,000,000 (each occurrence);
- b. Comprehensive automobile liability in the amount of \$1,000,000; and
- c. Workers' Compensation as required by statute.

The insurance policies required above for general and auto liability shall be endorsed as follows: *"The State of Arizona, Arizona Board of Regents, the University of Arizona, 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 Yavapai County Community College District"*. Upon signing this Agreement, and prior to use of the Property, YCCCD will furnish to University current Certificates of Insurance indicating coverage is in effect. Certificate must indicate that coverage provided is primary and that additional insured endorsements have been done. Alternatively, copies of applicable endorsements may be submitted with the Certificate of Insurance.

LOGOS/TRADEMARKS

Nothing in this Agreement shall give YCCCD any license to use or rights in or to the trademarks, logos, copyrights, trade names, indicia, emblems, trade dress, or other proprietary designations of University.

ARBITRATION

The Parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.

NON-DISCRIMINATION

The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders, including those governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, as amended.

CONFLICT OF INTEREST

This Agreement is subject to cancellation under A.R.S. § 38-511 regarding conflict of interest on the part of individuals negotiating contracts on behalf of the State of Arizona.

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. The Parties agree that any xerographically or electronically reproduced copy of this agreement will have the same legal force and effect as any copy bearing original signatures of the Parties.

AMENDMENTS

Any amendments to this Agreement must be in writing and signed by authorized representatives of each party.

WAIVER

Waiver by either Party of any breach or default of any clause of this Agreement by the other Party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

SEVERABILITY

If any provision of this Agreement is held void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.

RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

ENTIRE AGREEMENT

This Agreement embodies the entire understanding between the University and YCCCD, and any prior or contemporaneous representations, either oral or written are hereby superseded.

IN WITNESS HEREOF, to the extent permitted by law, the parties sign this Agreement, as indicated by its authorized representatives signing below:

FOR THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA



Name: Christopher J. Barnhill

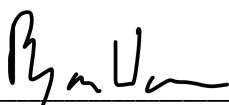
Title: Senior Manager, Office of Research Contracts & Agreements

Date: July 15, 2026

Attorney Approval:

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Board of Regents.

Dated this 15 day of July, 2026.

By: 
Associate General Counsel

FOR YCCCD

Steve Bracety
Title: District Governing Board Chair

Date: _____

Attorney Approval:

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Governing Board of the Yavapai Community College District.

Dated this ____ day of _____, 2026.

By: Anthony W. Contente-Cuomo 9-8-26
Agency General Counsel

EXHIBIT A-1



EXHIBIT A-2



EXHIBIT B

TEMPORARY SITE IMPROVEMENT REQUEST PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) DATED _____ BETWEEN THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA (UNIVERSITY) AND YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT (YCCCD) FOR ACCESS AND USE OF THE CRACCHIOLO DK RANCH PROPERTY AND STRUCTURES

Title:

Summary Description of Temporary Site Improvement and Use: (Describe the nature, purpose and location on the property. See depiction of site in Exhibits A-1 and A-2 to the IGA. A sketch of the proposed improvements may be attached to this request).

Proposed Start date: _____ and End Date _____ for the construction and use of the improvements.

Funding For Site Improvements: YCCCD will fully contribute the sum of \$_____ for the materials and construction of the temporary site improvement. No funding from University is required.

The name of YCCCD representative(s) in charge of the improvements: (Include job title, date of birth and direct contact information)

Approved: YES NO (Circle one. University may supplement this Request with suggestions to modify or improve the temporary improvement, or provide justification for the denial of the improvement.)

UNIVERSITY

By: _____
Name: _____
Title: _____
Date: _____

Intergovernmental Agreement (Contract #YH27-0052)

This Intergovernmental Agreement ("Agreement") is entered into by and between the Yavapai County Community College District **"the Contractor"** and the Arizona Health Care Cost Containment System (AHCCCS) and shall be effective upon execution by both parties and terminated pursuant to the terms set forth in this agreement.

Project Title: Institutes of Higher Education Primary Prevention Services

Term of Agreement: The term of the Agreement is from October 1, 2026, through September 30, 2029, unless otherwise terminated or extended by mutual agreement of the parties in a duly authorized and executed amendment.

Authority: AHCCCS is authorized by A.R.S. § 11-952 et seq. to enter into Intergovernmental Agreements; and

Authority:

This Agreement is the complete and exclusive statement of the understanding between the parties, and it supersedes all proposals, oral or written, and all other documents or communications between the parties relative to the subject matter herein covered, unless such documents or communications are specifically included by reference.

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

IN WITNESS THEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

NAME OF CONTRACTOR/PROVIDER: YAVAPAI COUNTY COLLEGE DISTRICT GOVERNING BOARD	ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM
SIGNATURE OF AUTHORIZED INDIVIDUAL:	SIGNATURE:
TYPED NAME:	TYPED NAME:
TITLE:	TITLE:
DATE:	DATE:

Yavapai County Community College District Governing Board

Legal Authority

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who has determined that this Agreement is in the appropriate form and authority granted to the Yavapai Community College District Governing Board.

Anthony W. Contente-Cuomo 9-17-26

Legal Counsel Date

Anthony W. Contente-Cuomo

Printed Name

College Legal Counsel

Title:

In accordance with A.R.S. § 11-952, this Agreement is in the proper form and is within the power and authority granted to AHCCCS under A.R.S. §§ 36-2903 et seq. and 36-2932 et seq.

Legal Counsel for AHCCCS Date

Printed Name

Title:

SCOPE OF WORK

1. **PROJECT TITLE:**

Substance Use Block Grant: Institutes of Higher Education Primary Prevention Services.

2. **PROJECT TIMELINE:**

October 1, 2026, through September 30, 2029. With two (2), one (1) year periods to extend, not to exceed 5 years.

3. **PURPOSE:**

The Arizona Health Care Cost Containment System (hereinafter "AHCCCS") is seeking to build partnerships with institutions of higher education within the State to enhance and support substance use primary prevention services for individuals aged 18-25 who are at risk of substance use related consequences including substance use disorder. Services are to include the use of the Strategic Prevention Framework (SPF) planning model where appropriate, implementing evidence-based, evidence informed, research-based practice, and/or promising practices. Substance use prevention programs and activities will address risk and protective factors for these young adults and provide prevention resources.

4. **BACKGROUND:**

4.1 AHCCCS is the Grantee for the Substance Use Block Grant (SUBG), administered through Substance Abuse and Mental Health Services Administration (SAMHSA). AHCCCS uses the SUBG for prevention, treatment, recovery support, and other services to supplement Medicaid, Medicare, and private insurance services. Adhering to funding guidelines, AHCCCS uses block grant funds for the following purposes:

- 4.1.1 Expand, enhance, and increase primary prevention services. Services should include the six (6) Center for Substance Abuse Prevention (CSAP) strategies (Information Dissemination, Education, Problem Identification and Referral, Environmental, Community-Based Process, and Alternative Activities). Evidence and research-based practices, promising practices, and innovative practices will be utilized depending on individual community needs. Services should focus on individuals who are at risk for substance use consequences including substance use disorder.
- 4.1.2 Capacity and infrastructure building activities for prevention providers and administrators, such as primary prevention training (such as the SPF Application for Prevention Success Training (SAPST), coalition building, community mobilization, and screening with evidence-based tools.
- 4.1.3 Fund primary prevention by providing universal, selective, and indicated prevention activities and services for people not identified as needing treatment.

5. **RESPONSIBILITIES/TASKS**

The Consultant/Contractor shall:

- 5.1 Schedule and facilitate meetings with AHCCCS and contractor staff at a minimum once monthly unless otherwise identified. Meetings should occur regularly and/or as needed/requested by AHCCCS to provide updates, seek guidance on the project, and complete deliverables.
- 5.2 Comply with all rules and regulations pertaining to the federal, state, and local governments in the operation of the grant, in addition to complying with AHCCCS, SAMHSA and SUBG requirements, including all Federal and State confidentiality requirements, including 42 CFR Part 2.
- 5.3 Not have any conflicts of interest that would impact the work on this project.
- 5.4 Have the subject matter expertise to complete each project, as well as an understanding of the SUBG and the respective requirements.

- 5.5 Adhere to grant requirements regarding the branding of all deliverables with the appropriate funding disclaimer notification, as directed by AHCCCS.
- 5.5.1 The Contractor must submit to AHCCCS the promotional materials at least 30 days prior to the intended time of initial dissemination of the initial publication of the advertisement.
- 5.5.2 Publications must include the required funding disclaimer: "This publication was made possible by SAMSHA grant number (refer to the most current price sheet for grant number). The views expressed in these materials do not necessarily reflect the official policies or contractual requirements of AHCCCS nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."
- 5.6 Submit all deliverables, data, and information collected during the scope of the project to AHCCCS and adhere to AHCCCS ownership rights to all items.
- 5.7 Submit all deliverables in an editable, electronic format such as Microsoft Word, Microsoft Excel, or Microsoft PowerPoint, as appropriate and/or specified below.
- 5.8 The awarded funds must be used for activities consistent with the SUBG program requirements.
- 5.9 Implement primary prevention services in accordance with the SUBG rules and regulations. Grantees must implement at least four (4) of the six (6) CSAP prevention strategies, including Prevention Education and Problem Identification and Referral and two (2) additional strategies. The remaining strategies should be selected by the Grantee and based on identified community needs that align with the community need and IOM categories per community need. Targeted primary CSAP strategies will be submitted with the Implementation Plan or updated Implementation Plan and approved by AHCCCS prior to implementation.
- 5.10 Covered Substance: Prevention activities funded through this Agreement shall address the prevention of alcohol, tobacco, nicotine products, cannabis/marijuana, prescription medication misuse, opioid misuse, other illicit drug use, and polysubstance use. Contractors shall prioritize substances of greatest concern based on community needs assessment findings, epidemiological data, and AHCCCS priorities.
- 5.11 Collect, maintain, and submit required programmatic and performance data, including participant demographics, service counts, and outcome measures consistent with AHCCCS and SAMHSA requirements and as guided by the AHCCCS-contracted prevention program evaluator.
- 5.12 Apply the Strategic Prevention Framework (SPF) steps (Assessment, Capacity, Planning, Implementation, and Evaluation) in program design and execution.
- 5.13 Maintain documentation sufficient to support all reported activities and expenditures for audit purposes.
- 5.14 Develop and submit an annual Implementation Plan that outlines the problem statement, prevention priorities, goals and SMART objectives, target population, selected strategies, planned programs/practices/interventions/activities, and evaluation approach in alignment with SUBG requirements and the Strategic Prevention Framework (SPF). Refer to the Section 8 Reporting Requirements and/or Deliverables.
- For each performance measure, the Contractor shall identify the target, data source, and method for measuring progress;
 - Implementation Timeline: Key milestones for execution within the grant period.

5.14.1 Implementation of activities funded through additional funding shall not begin until the Implementation Plan has been reviewed and approved by AHCCCS, and all activities shall be incorporated into required reporting and evaluation deliverables.

5.15 Carry out all activities as described under the proposed activities and this agreement.

6. **AHCCCS will:**

6.1 Provide guidance to the Contractor for the provision of services.

6.2 Review draft deliverables and provide feedback, as described/needed.

6.3 Fund evaluation services for this project through a contracted third-party vendor.

7. **FUNDING:**

7.1 The Contractor must have business systems in place that are in compliance with 2 CFR part 200 and 300 <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

7.2 The Contractor must adhere to SAMHSA grant guidelines <https://www.samhsa.gov/grants/block-grants/sabg> and <https://www.samhsa.gov/grants/block-grants/sabg/primary-prevention-course>

7.3 Comply with State of Arizona Accounting Manual <https://gao.az.gov/state-arizona-accounting-manual-saam>

8. **FEDERAL SUBRECIPIENT COMPLIANCE:**

8.1 For purposes of federal grant compliance and Uniform Guidance requirements, Contractor shall be treated as a Subrecipient, as defined in 2 CFR Part 200, and not as a contractor/vendor for federal financial assistance purposes.

8.2 Contractor shall comply with all applicable federal statutes, regulations, executive orders, and award terms applicable to subrecipients, including but not limited to:

8.2.1 2 CFR Part 25;

8.2.2 2 CFR Part 200, and 300; and

8.2.3 All applicable terms and conditions of the federal award and pass-through funding.

8.3 Contractor shall:

8.3.1 Obtain and maintain a valid Unique Entity Identifier (UEI);

8.3.2 Maintain an active registration in SAM.gov throughout the term of this Agreement and during any required closeout period;

8.3.3 Immediately notify Pass-Through Entity of any suspension, debarment, exclusion, SAM.gov lapse, or other condition affecting eligibility to receive federal funds;

8.3.4 Comply with all applicable subrecipient monitoring, audit, reporting, record retention, and financial management requirements.

8.4 "Failure to maintain eligibility to receive federal funds, including active SAM.gov registration, may result in withholding of funds, suspension of activities, termination of this Agreement, or other remedies permitted by law."

9. **PROJECT DELIVERABLES WITH TIMEFRAMES/DUE DATES:**

Report	Frequency	Due Date	Checklist/Template Reporting Form	Submitted via
Budget	Annual	8/1	Template provided by AHCCCS on annual basis. Continued funding will be approved at AHCCCS discretion	SUBG@azahcccs.gov
Contractor Expenditure Report (CER)	Monthly	The 15 th of the month. In the event that the 15 th falls on a weekend or holiday, the CER is due the next business day	The CER form at https://www.azahcccs.gov/resources/contractor/manuals/manuals.html	BHSinvoices@azahcccs.gov mailto:Carlos.santoscoy@azahcccs.gov
Implementation Plan	Annually	October 1, annually	See Scope of Work Section 5	SUBG@azahcccs.gov
Process and Outcome Evaluation	Monthly	The 15 th of the month following month end. In the event that the 15 th falls on a weekend or holiday, the deliverable is due the next business day.	Online form	AHCCCS SUBG Webportal located on https://www.azprevention.sabg.org/
Federal Funding Accountability and Transparency Act (FFATA)	Upon Award	15 days after amendment is fully executed	Required per 2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION https://www.azahcccs.gov/Resources/Grants/FFATA	AHCCCSGrants@azahcccs.gov
Out of State Travel Forms	As Needed	6 weeks prior to travel	https://www.azahcccs.gov/Resources/Downloads/Grants/SABG/ContractorsandTRBHAOutofStateTravelApprovalRequestForm.pdf	SUBG@azahcccs.gov
Publication Materials	Ad Hoc	30 days prior to dissemination	N/A	SUBG@azahcccs.gov

10. **INVOICES:**

10.1 Contractor Expenditure Reports (CER's)/Invoices shall be submitted monthly. Each invoice shall have adequate supporting documentation attached as required by this Contract. Invoices shall be submitted to BHSinvoices@azahcccs.gov

10.2 Each invoice shall provide the following information as applicable:

10.2.1 AHCCCS' assigned contract number, YH27-0052.

- 10.2.2 Description of services performed for each fee.
- 10.2.3 Name of AHCCCS contact person for this contract.
- 10.2.4 Date(s) services were performed.
- 10.2.5 Signature of authorized person.
- 10.2.6 Adequate supporting documentation.

11. NOTICE AND CORRESPONDENCE:

11.1 For Programmatic Notices to AHCCCS, report to:

Emma Hefton, SUBG Grant Administrator,
Division of Behavioral Health and Housing
AHCCCS
150 N. 18th Avenue
Phoenix, AZ 85007
Phone: 602-351-5006
Email: emma.hefton@azhcccs.gov

11.2 Any contractual notices or correspondence related to this Agreement shall be sent to the parties or their designees respectively as follows:

Marie Horn, Senior Procurement Officer
Marie.Horn@azahcccs.gov

FUNDING/METHOD OF REIMBURSEMENT
SUBG ANNUAL
October 1, 2026 – September 30, 2027
Yavapai College
YH27-0052

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$51,162
ERE	\$20,624
Travel	\$3,282
Equipment	\$0
Supplies	\$365
Contractual	\$6,612
Construction	\$0
Other	\$2,700
Total Direct Charges	\$84,745
Indirect Charges or Admin (If authorized)	\$20,101
TOTAL	\$104,846

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

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

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

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

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

Grantee: Arizona Health Care Cost Containment System

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

ALN/CFDA: 93.959

Federal Award Identification Number (FAIN)	Contract Award	Contract Period	Award Amount	Issue Date	Award Period	Period of Performance (Project Period)	FFATA (Y/N)
B08TI088455	\$104,846	10/01/2026 - 09/30/2027	\$47,860,326	07/10/2026	10/01/2025 - 09/30/2027	10/01/2025-09/30/2027	Y

Budget Narrative and Justification
SUBG Annual
October 1, 2026 – September 30, 2027
Yavapai College
YH27-0052

A. Personnel:

Position (1)	Name (2)	Key Staff (3)	AnnualSalary/Rate (4)	Level of Effort (5)	Total Salary Charged to Award (6)
Prevention Program Manager	TBD		\$66,650	71% FTE	\$47,322
Prevention Peer Educator Student Employee	TBD		\$16/hour x 6/hours x 40/weeks (240 hours)		\$3,840
FEDERAL REQUEST					\$51,162

JUSTIFICATION:

- Funding is requested for a Prevention Program Manager budgeted at 32 hours per week. Based on an annualized full-time salary of \$66,650, the grant-funded salary for this position would be \$53,320 if paid for a full 12 months, but a hiring period of six (6) weeks is anticipated with no wages for those six (6) weeks. This leaves 46 paid work weeks x 32 hours per week = 1,472 hours of work in the grant period, which works out to 0.71 FTE on average over the full year (1,472 hours/2,080 work hours per year = 0.71 FTE over the grant year). Thus, the budgeted wage is \$66,650 x 0.71 FTE = \$47,321.50.
- TBD, Prevention Program Manager:** This position is responsible for providing day-to-day direction and coordination of YC's Student Wellness and AOD Prevention Program. Primary responsibilities will include developing, implementing, and evaluating evidence-informed prevention initiatives addressing underage and high-risk alcohol use, cannabis, opioids, and other substance use; coordinating educational workshops, outreach campaigns, alcohol-free events, and individual student appointments; and researching emerging trends, prevention resources, screening tools, and promising practices appropriate for a community college population. This position will also recruit, train, and support student peer educators, employees, mentors, and wellness fellows; provide prevention-related training and resources to students, faculty, and staff; and strengthen connections between students and appropriate campus and community services. In collaboration with program evaluators and the Program Director, the Manager will collect and analyze participation and outcome data, monitor grant activities and performance measures, and use evaluation findings to ensure that program components are implemented with fidelity and improved over time. This position will also maintain required grant documentation, support progress reporting and grant compliance, coordinate partnerships, and monitor completion of grant goals, timelines, and deliverables.
- Funding is requested for one-part-time Prevention Peer Educator student employee budgeted at six (6) hours per week for 40 weeks at \$16.00 per hour, for a total of \$3,840. The Peer Educator will support the daily operation of the Student Wellness and AOD Prevention Program and serve as a trusted peer resource for students. Responsibilities will include engaging students in prevention and wellness activities, sharing information about available services, referring students to appropriate College and community resources, and helping reduce stigma associated with seeking support.
- TBD, Prevention Peer Educator Student Employee:** This position is responsible for assisting with informational tabling, educational campaigns, workshops, student activities, social sober (alcohol-free) events, and other outreach efforts aligned with the grant's objectives. Incorporating a trained student employee into the program will help ensure that prevention messages are relevant and accessible to students while expanding the College's capacity to deliver peer-led wellness and AOD prevention programming.

B. Fringe Benefits:

Position (1)	Name (2)	Rate (3)	Total Salary Charged to Award (4)	Total Fringe Charged to Award (5)
Prevention Program Manager	TBD	42.924%	\$47,322	\$20,313
Prevention Peer Educator Student Employee	TBD	8.09%	\$3,840	\$311
FEDERAL REQUEST				\$20,624

JUSTIFICATION: Fringe benefits for full-time personnel (\$20,622.94). The fringe benefit rate for full-time employees varies by employee, but for the Prevention Program Manager, the estimated rate is 42.924% of salary (\$47,322 x .42924 = \$20,312.28). Fringe costs for full-time employees include FICA, Medicare, and Worker's compensation insurance, plus medical and dental insurance, short-term and long-term disability, paid vacation leave, life insurance, and retirement benefits. Health insurance benefits account for a significant portion of the fringe rate and are the largest contributor to these costs.

Fringe benefit breakdown – fixed percentage of fringe

Component	Percentage of Wages
FICA and Medicare	7.65%
Worker's Compensation Insurance	0.44%
Retirement benefits	12.22%
Long Term Disability	0.14%
Total for FIXED component	20.45%

Fringe benefit breakdown – variable portion of fringe (% varies by employee and wage)

Component	Amount	Percent
Short-term disability	\$126.48 annually	Varies by total wage
Health and dental insurance	Average \$10,400 annually	Varies by total wage
Other such as basic life insurance	Varies by employee	Varies by total wage, usually less than 0.5%

Fringe benefits for part-time personnel (\$310.66). The fringe rate for all part-time workers is 8.09%, which includes taxes (FICA and Medicare) and Worker's Compensation insurance at 0.44%.

C. Travel:

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

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost Charged to the Award (5)
NASPA Strategies Conference Jan 6-9, 2027	Austin, TX	Airfare	\$450/each x 2 staff	\$900
NASPA Strategies Conference Jan 6-9, 2027	Austin, TX	Ground Transportation Prescott to PHX airport (roundtrip)	212 miles/\$0.67	\$142
NASPA Strategies Conference Jan 6-9, 2027	Austin, TX	Parking at PHX airport	\$16/day x 4 days	\$64
NASPA Strategies Conference Jan 6-9, 2027	Austin, TX	Ground Transportation - from and to Austin airport to Conference hotel	22 miles x \$0.67 plus \$3 tip x 2	\$36
NASPA Strategies Conference Jan 6-9, 2027	Austin, TX	Lodging	\$229/night + 19.97% taxes and fees x 3/nights x 2 staff	\$1,650
NASPA Strategies Conference Jan 6-9, 2027	Austin, TX	Meals per diem – Travel days	\$52.50/day x 2 days x 2 staff	\$210
NASPA Strategies Conference Jan 6-9, 2027	Austin, TX	Meals per diem	\$70/day x 2 staff x 2 days	\$280
FEDERAL REQUEST				\$3,282

JUSTIFICATION: Travel and per diem funding is requested for the Program Director and Prevention Program Manager to attend the 2027 NASPA Strategies Conference in Austin, Texas, January 6-9, 2027. The in-person conference provides specialized professional development focused on collegiate alcohol and other drug misuse prevention, peer education, mental health, and student well-being. Attendance will allow the Program Director and Manager to learn about emerging substance-use trends, evidence-informed prevention and risk-reduction practices, program evaluation, and effective campus and community partnerships. The knowledge, resources, and professional connections gained through the conference will be applied to the implementation, evaluation, and long-term sustainability of YC's AOD Prevention Program and shared with other College personnel involved in grant-funded initiatives. Requested travel costs will include transportation, lodging, and allowable meals and incidental expenses in accordance with YC travel policies and applicable grant requirements.

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

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

JUSTIFICATION:

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

Item(s) (1)	Rate (2)	Cost (3)
Printing Services – Event/Educational Resource Flyers and promotional materials	8.5 x 11 = \$0.12/each x 100	\$12
Printing Services – Event/Educational Resource Flyers and promotional materials	11 x 17 = \$0.29/each x 100	\$29
Printing Services – Event/Educational Resource Large Posters including printed location signage	24 x 36 = \$10/each x 15	\$150
Printing Services – Prevention & Wellness Rack Cards	\$0.31/each x 400	\$124
Printing Services – Student Wellness Fellowship Training Material	\$5.00/each x 10	\$50
FEDERAL REQUEST		\$365

JUSTIFICATION: Program supplies and materials will include training materials and promotional printed materials for primary prevention of substance use, including costs associated with design and production of prevention brochures and printed training material for the Student Wellness Fellowship Program.

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

Name (1)	Service (2)	Rate (3)	Other (4)	Cost (5)
ASAM Motivational Interviewing Training	The ASAM Motivational Interviewing (MI) Essentials is a 4-hour online course	\$139	8	\$1,112
Wellness Fellowship Program – Academic Advisor Stipend	Academic Advisor to complete 10 hours of training and incorporate training in academic advising meetings	\$500	5 Advisors	\$2,500
Wellness Fellowship Program – Faculty Stipend	Faculty to complete 10 hours of training and incorporate training in the classroom and during student meetings	\$1,000	3 Faculty	\$3,000
FEDERAL REQUEST				\$6,612

JUSTIFICATION:

- **The Student Wellness Fellowship Program:** This will engage faculty and Academic Advisors to embed student wellness and alcohol and other drug (AOD) prevention strategies into routine interactions with students. For purposes of this grant-funded program, “student wellness” refers specifically to addressing evidence-based factors associated with substance-use risk, including stress-related coping social isolation, low perceived risk of substance use, inaccurate perceptions of peer substance use, limited knowledge of substance-related risks, and reluctance to seek assistance. The Fellowship will also strengthen protective factors associated with reduced substance-use risk, including social connection, as a sense of belonging, healthy coping and decision-making skills, accurate perceptions of peer norms, resilience, and connections to appropriate prevention and support resources.
- Rather than creating a stand-alone prevention program, the Fellowship is designed to build sustainable prevention practices within existing College systems by equipping employees who have regular, ongoing contact with students with the knowledge and skills to strengthen protective factors, identify students who may need additional support, and connect students with appropriate campus resources.
- The program will include six (6) Academic Advisors and four (4) Faculty members, each of whom will complete approximately ten (10) hours of specialized training and incorporate evidence-informed wellness and prevention strategies into their advising,

classroom practices, and individual interactions with students. Academic Advisor Fellows will receive a one-time stipend of \$500, and Faculty Fellows will receive a one-time stipend of \$1,000 for the academic year. The stipends will compensate participants for the additional time and effort required to complete the training, integrate Fellowship strategies into their work with students, document relevant activities and outcomes, participate in program assessments, and provide feedback to support program improvement. The higher faculty stipend reflects the additional time required to adapt course or classroom practices, implement wellness and prevention strategies throughout the academic term, and assess their effectiveness.

Training will include:

- YC student AOD-use data and trends identified through the annual Arizona Institutions of Higher Education Wellness Survey, including substances of concern, patterns of use, perceived risk, peer norms, and related risk and protective factors;
 - Evidence-based information about alcohol, cannabis, nicotine, prescription medication misuse, opioid misuse, other illicit drug use, and polysubstance use;
 - Motivational interviewing and effective strategies for engaging students in conversations about wellbeing, substance-use, strengthening motivation to reduce risk, and encouraging healthy decision-making;
 - Recognizing early indicators of substance-use risk and responding within the appropriate role and scope of faculty and Academic Advisors;
 - Identifying and referring students who may benefit from mental health, substance use, or other student support services;
 - Problem identification and referral procedures for connecting students who demonstrate early or elevated substance-use risk with appropriate prevention, early intervention, and support resources; and
 - Incorporating protective factors into student interactions, including social connection, healthy coping skills, resilience, stigma reduction, and a sense of belonging.
- A key objective of the Fellowship Program is to create systems-level change by integrating AOD primary-prevention practices into existing College functions. Academic Advisor Fellows will identify substance-use risk factors when they emerge during advising interactions, use appropriate engagement strategies, and connect students with approved prevention or referral resources. Faculty Fellows will incorporate evidence-informed AOD prevention messages and protective-factor strategies into classroom practices and student interactions, as appropriate to their courses and roles. Examples may include correcting inaccurate perceptions of peer substance use, sharing information about substance-related risks and resources, strengthening students' connection to the College community, and promoting healthy coping and decision-making skills as alternatives to substance use
 - Through this approach, prevention becomes part of the College's regular academic and student-support infrastructure. The Fellowship model also builds internal capacity by developing a group of trained faculty and staff who can model effective practices, share strategies with colleagues, strengthen referral pathways, and help expand wellness and prevention practices beyond the initial Fellowship cohort.
 - The program will be evaluated to determine the number and types of student interactions influenced by the program, referrals to student support resources, and Fellows' perceptions of the effectiveness of the strategies implemented. Evaluation findings will be used to improve the Fellowship Program and guide future efforts.
 - **ASAM Motivational Interviewing Training:** Funding will support 12 staff members in completing ASAM's four-hour Motivational Interviewing Essentials online course. Motivational Interviewing is an evidence-based, person-centered approach that helps individuals explore ambivalence, strengthen motivation, and make healthier decisions regarding alcohol and other drug use. The course will equip participants with practical communication skills to engage students in supportive, nonjudgmental conversations, promote early identification of substance use, and connect students with appropriate support services and prevention education. The training will also be incorporated into the Student Wellness Fellowship Program to strengthen the ability of participating faculty and academic advisors to recognize concerns, engage students effectively, and facilitate connections to appropriate support services.

G. **Construction: NOT ALLOWED**

H. **Other: (Include Other Consultants):**

Item (1)	Rate (2)	Cost (3)
Annual AOD/Mental Health Student Wellness Survey Data Incentive Gift Cards	\$25 x 3	\$75
NASPA Certified Peer Educator – Student Online Enrollment	\$89 x 15	\$1,335
NASPA Strategies Main Conference Registration	\$645 x 2	\$1,290
FEDERAL REQUEST		\$2,700

JUSTIFICATION:

- **AZIHE Annual AOD/Mental Health Student Wellness Survey Data Incentive Gift Cards:** Funding is requested for four (4) \$25 gift cards to serve as student participating incentives for the annual AZIHE AOD and Mental Health Student Wellness Survey. The survey is coordinated by the University of Arizona's data analytics office and administered each February by AZIHE member institutions. Offering students an opportunity to receive a modest incentive is intended to increase survey participation and improve the amount and representativeness of the data collected. Survey findings will help YC identify student needs and emerging trends, guide evidence-informed AOD and mental health prevention strategies, and evaluate the effectiveness of grant-funded initiatives. Participation will be voluntary, and the gift cards will be awarded through a random drawing.
- **NASPA's Certified Peer Education Program:** Funding will support online enrollment for 25 students in the NASPA Certified Peer Educator program at a cost of \$89 per participant. The training will prepare students to serve as effective peer educators by strengthening their communication, leadership, decision-making, intervention, and referral skills. Because students often turn to their peers for information and support, trained peer educators can serve as trusted messengers who promote healthy choices, increase awareness of the risks associated with alcohol and other drug misuse, and connect students with appropriate campus resources. Training will be offered at least once each YC academic year and facilitated by YC staff who are certified trainers, creating a sustainable peer-led prevention model that can be continued and expanded across the College.
- **NASPA Strategies Conference:** Funding is requested for two (2) staff members to attend the 2027 NASPA Strategies Conference in Austin, Texas. The conference provides student affairs professionals with current research, evidence-informed practices, and practical strategies for addressing collegiate alcohol and other drug misuse, peer education, mental health, and student well-being through comprehensive and integrated approaches. Attendees will gain knowledge and resources related to emerging substance-use trends, risk reduction, prevention programming, campus partnerships, and program assessment. Following the conference, participants will share relevant information and resources with YC staff and apply promising practices to strengthen implementation, evaluation, and long-term sustainability of the College's AOD prevention initiatives.

<https://naspa.org/events/strategies>

I. Total Direct Charges:

FEDERAL REQUEST – TOTAL DIRECT CHARGES -	\$84,745
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J. Indirect Cost Rate or Administration (See Footnote below):

Calculation (1)	Indirect Cost Charged to the Award (2)
Base (salaries, wage, and fringe): \$71,786 x 28% = \$20,099.64	\$20,101
FEDERAL REQUEST	\$20,101

JUSTIFICATION: Indirect is calculated at 28% of salaries, wages, and fringe. The base for indirect is \$71,786. Thus, indirect is calculated at \$20,101.

FOOTNOTE:

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

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

(3) For indirect costs, please specify if using the de minimis rate or provide a copy of the approved indirect cost agreement.

The de minimis rate for non-federal entities is subject to Uniform Guidance, 20 CFR 200.414.

K. Total Project Costs:

FEDERAL REQUEST – TOTAL PROJECT COSTS – (Sum of Total Direct Costs and Indirect (Or Admin) Costs)	\$104,846
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As used in this Contract, the terms listed below are defined as follows:

- 1.0 **AHCCCS:** The Arizona Health Care Cost Containment System – a managed health care program which pertains to health care services provided pursuant to A.R.S. 36-2903 et seq., and is also the name of the State agency.
- 2.0 **CONTRACT:** The combination of the Contract Terms and Conditions, and Scope of Work; Contract Amendments; and any terms applied by law.
- 3.0 **CONTRACT AMENDMENT:** A written document signed by the Procurement officer that is issued for the purpose of making changes in the contract.
- 4.0 **CONTRACTOR:** A person who has a contract with AHCCCS.
- 5.0 **DAYS:** Calendar days unless otherwise specified.
- 6.0 **GRATUITY:** A payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 7.0 **HEALTH PLAN:** An organization which contracts with the AHCCCS Administration to administer the provision of a comprehensive package of AHCCCS covered acute and behavioral health care services to AHCCCS members enrolled with the health plan.
- 8.0 **MAY:** Indicates something that is not mandatory but permissible.
- 9.0 **MATERIALS:** All property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 10.0 **PROCUREMENT OFFICER:** The person, or his or her designee, duly authorized by the State and AHCCCS to enter into and administer Contracts and made written determinations with respect to the Contract.
- 11.0 **PROGRAM CONTRACTOR:** An organization which contracts with the AHCCCS Administration to execute the provision of a comprehensive package of ALTCS covered acute care, behavioral health services and long term care services to ALTCS members enrolled with the program contractor.
- 12.0 **SHALL, MUST:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 13.0 **SHOULD:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the State may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.
- 14.0 **SCOPE OF WORK:** Those provisions of this solicitation which specify the work and/or results to be achieved by the Contractor.
- 15.0 **SUBCONTRACT:** Any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 16.0 **STATE:** The State of Arizona.
- 17.0 **STATE FISCAL YEAR:** The period beginning with July 1 and ending June 30.

1. DEFINITIONS - All definitions listed in the definition of terms.

2. Contract Interpretation

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its impending rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits; then
 - 2.3.7 Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2003-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractors shall include these provisions in contracts with Subcontractors when required by Federal or State law.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer

and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Continuous Improvement: Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 3.8 Other Contractors: State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 3.9 Ownership of Intellectual Property
 - 3.9.1 Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.
 - 3.9.2 "Government Purpose Rights" are:
 - 3.9.2.1 the unlimited, perpetual, irrevocable, royalty-free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
 - 3.9.2.2 the right to release or disclose that work product to third parties for any State government purpose; and
 - 3.9.2.3 the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
 - 3.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.
 - 3.9.4 Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
 - 3.9.5 Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1. above, and will remain the exclusive property of Contractor, provided that:
 - 3.9.5.1 any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work project;
 - 3.9.5.2 any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and
 - 3.9.5.3 except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.
 - 3.9.6 Developments Outside of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

- 3.10 Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.11 Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.
- 3.12 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.13 Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.
- 3.14 Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
- 3.15 Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment, maintenance, provision, or sale of AI systems, then Contractor is prohibited from using State of Arizona Materials or Data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in advance by the State in writing.
- 3.15.1 Contractor shall also disclose the utilization of generative AI before producing works owned by the State and/or integrating generative AI into Materials or Services used by the State.
- 3.15.2 Contractor shall perform due diligence to ensure proper licensure of model training data for all generative AI services throughout the life of the Contract.
- 3.16 Certifications Required by State Law.
- 3.16.1 If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.
- 3.16.2 Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4. Costs and Payments

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.
- 4.4 Applicable Taxes.
- 4.4.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.4.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.4.3 Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required

under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.4.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.5 Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.

4.6 Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

4.6.1 Accept a decrease in price offered by the Contractor;

4.6.2 Cancel the Contract; or

4.6.3 Cancel the Contract and re-solicit the requirements.

5. Contract Changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right not delegate any duty under this Contract without prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1 Risk of Loss. The Contractor shall bear loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

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

- 6.2.2 Public Agency language Only Each party (as 'indemnitor') agrees to indemnify, defend and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnity, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.
- 6.4 Force Majeure.
- 6.4.1 Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment, Materials or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1 Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the Materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Conformity to Requirements:

7.3.1 Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1 Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

7.3.1.2 Be free from defects of material and workmanship;

7.3.1.3 Conform to or perform in a manner consistent with current industry standards; and

7.3.1.4 Be fit for the intended purpose or use described in the Contract.

7.3.2 Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.

7.4 Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

7.5 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.6 Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state and local laws, and policies (including but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements, may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations, this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

7.7 Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.8 Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.

7.9 Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.

7.10 Performance in Public Health Emergency. Contractor warrants that it will:

7.10.1 Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

7.10.1.1 Identification of response personnel by name;

7.10.1.2 Key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.10.1.3 Alternative avenues to keep sufficient product on hand or in the supply chain.

7.10.2 Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

7.10.3 A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time virtue of having to implement a plan.

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

7.11 Lobbying

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

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

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

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

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

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

7.15.1 Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

7.15.2 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.15.3 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to

minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

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

9.5 Termination for Default.

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

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

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

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

10. Contract Claims

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

11. Arbitration

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

1. **Assignment of Contract and Bankruptcy:** This contract is voidable and subject to immediate cancellation by the Procurement officer upon Contractor becoming insolvent or filing proceedings in bankruptcy or assigning rights or obligations under this contract without the prior written consent of the Procurement officer.
2. **Choice of Forum:** The parties agree that jurisdiction over any action arising out of or relating to this contract shall be brought or filed in a court of competent jurisdiction located in the State of Arizona.
3. **Conflict of Interest:** The Contractor shall not undertake any work that represents a potential conflict of interest, or which is not in the best interest of AHCCCS or the State without prior written approval by AHCCCS. The Contractor shall fully and completely disclose any situation that may present a conflict of interest. If the Contractor is now performing or elects to perform during the term of this contract any services for any AHCCCS health plan, provider or Contractor or an entity owning or controlling same, the Contractor shall disclose this relationship prior to accepting any assignment involving such party.
4. **Contract Cancellation (Minimum 10 Day):** The Procurement officer reserves the right to cancel the whole or any part of this contract due to failure by the Contractor to carry out any material obligation, term or condition of the contract. The Procurement officer shall issue written notice to the Contractor for acting or failing to act as in any of the following
 - 4.1 The Contractor provides material that does not meet the specifications of the contract;
 - 4.2 The Contractor fails to adequately perform the services set forth in the specifications of the contract;
 - 4.3 The Contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract;
 - 4.4 The Contractor fails to make progress in the performance of the contract and/or gives the Procurement officer reason to believe that the Contractor will not or cannot perform to the requirements of the contract;
 - 4.5 Upon receipt of the written notice of concern, the Contractor shall have a minimum of ten (10) days (Procurement officer may determine a longer period) to provide a satisfactory response to the Procurement officer. Failure on the part of the Contractor to adequately address all issues of concern may result in the Procurement officer resorting to any single or combinations of the following remedies.
 - 4.5.1 Cancel any contract;
 - 4.5.2 Reserve all rights or claims to damage for breach of any covenant of the contract;
 - 4.5.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the Contractor;
 - 4.5.4 In case of default, the Procurement officer reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The Procurement officer may recover reasonable excess costs from the Contractor by;
 - 4.5.4.1 Deduction from an unpaid balance;
 - 4.5.4.2 Collection against the bid and/or performance bond; or
 - 4.5.4.3 Any combination of the above or any other remedies as provided by law.
5. **Contract Disputes:** Contract disputes arising under A.R.S. § Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules.
6. **Covenant against Contingent Fees:** The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For violation of this warranty, the Procurement officer shall have the right to annul this contract without liability.
7. **Contract:** The contract shall be construed according to the laws of the State of Arizona. The State of Arizona is not obligated for the expenditures under the contract until funds have been encumbered.
8. **Fraud and Abuse:**
 - 8.1 It shall be the responsibility of the Contractor to report all cases of suspected fraud and abuse by subcontractors, members or employees. The Contractor shall provide written notification of all such incidents to the Procurement officer.
 - 8.2 As stated in A.R.S. § 13-2310, incorporated herein by reference, any person who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises or material omissions is guilty of a class 2 felony.

- 8.3 Contractors are required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS. After conducting a cost benefit analysis to determine if such action is warranted, the Contractor should attempt to recover any overpayments identified due to erroneous, false or fraudulent billings.
9. **Independent Contractor and Employees of Contractor:** The Contractor represents himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Arizona and/or AHCCCS. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, etc. All employees of the Contractor employed or in performance of work under this Contract shall be employees of the Contractor at all times and not of AHCCCS. The Contractor shall comply with the Social Security Act, Workers' Compensation laws and unemployment laws of the State of Arizona as well as federal, state and local legislation relevant to the Contractor's business.
10. **No Guaranteed Quantities:** AHCCCS does not guarantee the Contractor any minimum or maximum quantity of services or goods to be provided under this contract.
11. **Ownership of Information and Data:**
- 11.1 Any data or information system, including all software, documentation and manuals, developed by Contractor pursuant to this contract, shall be deemed to be owned by AHCCCS. The federal government reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such data or information system, software, documentation and manuals. Proprietary software which is provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership or licensing provisions of this section.
- 11.2 Data, information and reports collected or prepared by Contractor in the course of performing its duties and obligations under this contract shall be deemed to be owned by AHCCCS. The ownership provision is in consideration of Contractor's use of public funds in collecting or preparing such data, information and reports. These items shall not be used by Contractor for any independent project of Contractor or publicized by Contractor without the prior written permission of the Procurement officer. Subject to applicable state and federal laws and regulations, AHCCCS shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all such information. At the termination of the contract, Contractor shall make available all such data to the Procurement officer within thirty (30) days following termination of the contract or such longer period as approved by the Procurement officer. For purposes of this subsection, the term "data" shall not include member medical records.
12. **Records:**
- 12.1 The Contractor shall make available at its office at all reasonable times during the term of this contract and the period set forth in in this section, any of its records for inspection, audit or reproduction by any authorized representative of AHCCCS, State or Federal government.
- 12.2 The Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided below:
- 12.2.1 If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- 12.2.2 Records that relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCS, shall be retained by the Contractor for a period of five years after the date of final disposition or resolution thereof.
13. **Responsibility for Payments Indemnification:** The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees and will indemnify and save AHCCCS harmless for all claims whatsoever growing out of the lawful demands of employees, subcontractors, suppliers or any other third party incurred in the furtherance of the performance of the contract. The Contractor shall, at AHCCCS' request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
14. **Term of Contract and Option to Renew:**
The initial term of this contract shall be October 1, 2026, through September 30, 2029. Options to extend for additional one (1) year periods may be available at AHCCCS discretion contingent upon funding availability. The terms and conditions of any such

contract extension shall remain the same as the original contract, as amended. All contract extensions shall be through contract amendment and shall be at the sole option of AHCCCS.

15. **Warranty of Services:** The Contractor warrants that all services provided under this contract will conform to the requirements stated herein. AHCCCS' acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Procurement officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

16. **Indemnification**

Contractor shall indemnify, defend with counsel reasonably approved by the State, and hold harmless, the State, its departments, agencies, boards, commissions, universities, officers, agents and employees (collectively, the "Indemnitee") from and against any and all claims, actions, damages, costs (including attorneys' fees), and losses arising under this Contract, including, but not limited to, bodily injury or personal injury (including death) or loss or damage to tangible or intangible property, but excluding damages arising solely from the gross negligence or willful misconduct of the Indemnitee. This indemnification obligation includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of the Contractor to comply with any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor shall have control, subject to the reasonable approval of the State, of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government of public law are involved, or when involvement of the State is otherwise mandated by law, the State may elect, in its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability and the State shall have the right to approve or disapprove any settlement which approval shall not be unreasonably withheld or delayed. The State shall reasonably cooperate in its defense and any related settlement negotiations.

17. **Limitation of Liability**

First Party Limitation of Liability

Contractor's liability for first party damages to the State arising from this Contract shall be limited to the maximum not-to-exceed amount of this Contract. The foregoing limitation of liability shall not apply to: (i) liability, including indemnification obligations, for third party claims, including but not limited to, infringement of third party intellectual property rights; (ii) claims covered by any specific provision of the Contract calling for liquidated damages or other amounts, including but not limited to performance requirements; or (iii) costs or attorneys' fees that the State is entitled to recover as a prevailing party in any action.

18. **Intellectual property indemnification**

With respect solely to Materials provided or proposed by Contractor or Contractor's agents, employees, or subcontractors (each a "Contractor Party") for the performance of this Contract, Contractor shall indemnify, defend and hold harmless the State its departments, agencies, boards, commissions, universities, officers, agents and employees (collectively, the "Indemnitee"), against any third-party claims for liability including but not limited to, reasonable costs and expenses, including attorneys' fees, for infringement or violation of any patent, trademark, copyright or trade security, by such Materials or the State's use thereof.

In addition, with respect to claims arising from computer hardware or software manufactured or developed solely by a third party, Contractor shall pass through to the State such indemnity rights as it receives from such third party (the "Third Party Obligation") and will cooperate in enforcing then; provided, however, that (i) if the third party manufacturer fails to honor the Third Party Obligation, or (ii) the Third Party Obligation is insufficient to fully indemnify the State, Contractor shall indemnify, defend and hold harmless the State against such claims in their entirety or for the balance of any liability not fully covered by the Third Party Obligation.

The State shall reasonably notify Contractor of any claim for which the Contractor may be liable under this section. If the Contractor is insured pursuant to ARS 41-621 and 35-154, this section shall not apply. Contractor shall have control, subject to the reasonable approval of the State, of the defense of any action on such claim and all negotiation for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved or when involvement of the State is otherwise mandated by law, the State may elect, in its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability, and the State shall have the right to approve or disapprove any settlement, which approval shall not be unreasonably withheld or delayed. The State shall reasonably cooperate in the defense and any related settlement negotiations.

If Contractor believes at any time that any Materials provided or in the use pursuant to this Contract infringe a third party's intellectual property rights, Contractor shall, at Contractor's sole cost and expense, and upon receipt of the state's prior written consent, which shall not be unreasonably withheld, (i) replace in infringing Material with a non-infringing Material; (ii) obtain for the State the right to continue to use the infringing Material; or (iii) modify the infringing Material to be non-infringing, provided that following any replacement or modification made pursuant to the foregoing, the Material continues to function in accordance with the Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract.

Notwithstanding the foregoing, Contractor shall not be liable for infringement based solely on any Indemnitee's:

- (i) Modification of Materials provided by Contractor other than as contemplated by the Contract or the specifications of such Materials or as otherwise authorized or proposed in any way by Contractor or a Contractor Party;
- (ii) Use of the Materials in a manner other than as contemplated by this Contract or the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party; or
- (iii) Use of the Materials in combination, operation, or use with other products in a manner not contemplated by the Contract, or, the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party.

Contractor certifies, represents and warrants to the State that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Contractor for the acquisition, operation or maintenance of Materials in violation of intellectual property laws.

19. INDEMNIFICATION AND INSURANCE TERMS

1.1 Indemnification:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

1.2 Insurance Requirements

1.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

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

1.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.3 Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.3.4 Professional Liability (Errors and Omissions Liability)

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

1.4 **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary 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).
- 1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

1.5 **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to AHCCCS.

1.6 **Acceptability of Insurers**

Contractor's insurance shall be placed with companies 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. 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.

1.7 **Verification of Coverage**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

1.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.3 All certificates required by this Contract shall be sent directly to AHCCCS. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

1.9 **Approval and Modifications**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

1.10 **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, none of the above shall apply.

Yavapai College
District Governing Board
Special Board Meeting

Wednesday, July 29th, 2026
Rock House and Virtually
1:00 p.m.

The YouTube channel and Rock House will be open to the public at 12:45 p.m. at the latest. All individuals attending the meeting in person will be allowed to bring clear bags ONLY into the meeting. In addition, the College has implemented advanced weapons detections systems/metal detectors for attendees. These requirements are similar for attendees at any sporting event or concert, and they are intended to ensure safety. Please plan accordingly.

Prescott Campus
Rock House
1100 E Sheldon Street
Prescott, AZ 86301

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

Member's Present:

Mr. Steve Bracety, Board Chair
Mr. Toby Payne, Board Secretary
Mr. William Kiel, Board Member
Mrs. Deb McCasland, Board Member

Administration Present:

Dr. Doug Berry, Acting President
Mr. Jon Paladini, Board Attorney
Ms. Kimberly Whitman, Secretary to the Board

MINUTES

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

This agenda item begins at: 13:00:00

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=f13f7c37-1756-4d5d-bfdf-b49601751f78&start=10.647756>

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

- b. Pledge of Allegiance {Time: 1}

This agenda item begins at: 13:00:10

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=f13f7c37-1756-4d5d-bfdf-b49601751f78&start=20.859109>

Mr. Jack Smith led the Pledge of Allegiance.

- c. Call to the Public – **INFORMATION ONLY** – {Time: 10}

This agenda item begins at 13:00:35

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=f13f7c37-1756-4d5d-bfdf-b49601751f78&start=45.381628>

One call card was received for Mr. Ray Sigafoos, who spoke to the District Governing Board about concerns related to the Presidential Search, Donors to the Yavapai College Foundation and the previous President of Yavapai College, Dr. Lisa Rhine. Mr. Sigafoo's call can be viewed at the link above.

- d. Adoption of Agenda – Board Chair Steve Bracety – **DECISION** {Time: 5}

This agenda item begins at 13:04:31

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=f13f7c37-1756-4d5d-bfdf-b49601751f78&start=281.61928>

Board Chair Bracety, Seconded by Board Secretary Payne, moved to approve the Agenda. The motion passed unanimously (Ayes: Bracety, Payne, Kiel and McCasland).

2. Board Business

- a. Board Liaison Appointments – Board Chair Steve Bracety – **DISCUSSION AND DECISION** {Time: 10}

This agenda item begins at 13:04:49

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=f13f7c37-1756-4d5d-bfdf-b49601751f78&start=299.531255>

Board Chair Bracety appointed himself as the AACCT Representative, a duty belonging to the Board Chair, and as the Board Spokesperson. Board Chair Bracety appointed Board Member Kiel as the District Governing Board's Yavapai College Foundation Liaison.

- b. Consent Agenda – **DECISION** {Time: 10}

- i. Fifth Amendment to Lease Agreement between Yavapai Community College District and Northern Arizona Council of Governments Head Start (*Attached*)
- ii. First Amendment to Intergovernmental Agreement Between Yavapai County Community College District and Chino Valley Unified School District #51 (*Attached*)
- iii. T-Mobile Asset Purchase Agreement Assignment of FCC License Closing Document (*Attached*)
- iv. Waiver of Conflict of Interest: Attorney-Client Privileged Communication Regarding Bike Repair Station Within Yavapai County (*Attached*)
- v. District Governing Board Special Public Meeting Minutes – Tuesday, June 30th, 2026 (*Attached*)

This agenda item begins at 13:05:52

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=f13f7c37-1756-4d5d-bfdf-b49601751f78&start=362.383557>

Board Member Kiel, seconded by Board Secretary Payne, moved to approve the Consent Agenda except for item iii, which was pulled for discussion. The motion passed unanimously (Ayes: Bracety, Kiel, Payne and McCasland).

Board Member Kiel expressed concerns with how much the T-Mobile Asset Purchase Agreement was settled for. Mr. Patrick Burns and Mr. Ed Lacasse joined the session to discuss item iii with the District Governing Board. The discussion on the item can be viewed at the link above.

Board Member McCasland, seconded by Board Chair Bracety, moved to approve item iii, the T-Mobile Asset Purchase Agreement on the Consent agenda. The motion passed with a 3-0 vote. (Ayes: McCasland, Payne and Bracety. Board Member Kiel abstained from the vote).

c. Executive Session

- i. A.R.S. §38-431.03(A)(3)(Legal Advice) and (A)(4)(Contracts), Discussion and direction to the Board's Attorneys Regarding the Terms of the College President's Contract – Attorney Jon Paladini, Board Attorney – **PROCEDURAL** - {Time: 90}
- ii. A.R.S. §38-431.03(A)(3)(Legal Advice), Discussion and direction regarding waiver of attorney-client privilege and possible release of confidential Board documents - Attorney Jon Paladini, Board Attorney – **PROCEDURAL** - {Time: 30}
- iii. A.R.S. §38-431.03(A)(3)(Legal Advice) and (A)(4)(Contracts), Discussion and Possible Direction Regarding Procurement Process for Board Legal Counsel Hiring – Mr. Ed Lacasse, Director of Procurement and Contract Services – **PROCEDURAL** - {Time: 30}

This agenda item begins at: 13:31:26

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=f13f7c37-1756-4d5d-bfdf-b49601751f78&start=1896.919425>

Board Member Kiel, seconded by Board Secretary Payne, moved to enter into Executive Session. The motion passed unanimously (Ayes: McCasland, Kiel, Payne and Bracety).

The Yavapai College District Governing Board entered into Executive Session at 1:32pm.

d. Convene in Public Session

- i. Possible Action: Consideration of President's Contract and Board Legal Counsel Hiring as the Result of Executive Session. – Attorney Jon Paladini, Board Attorney - **DECISION** - {Time: 10}
- ii. Possible Action: Consideration and decision on approval of Administrator on Duty Employment Contract – Vice President Janet Nix – **DECISION** – {Time: 10}

This agenda item begins at: 15:30:04

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=f13f7c37-1756-4d5d-bfdf-b49601751f78&start=2615.865393>

The Yavapai College District Governing Board returned to Public Session at 3:30pm.

Board Chair Bracety, seconded by Board Member Kiel, moved to deem Dr. Rhine as having resigned from her role as President of Yavapai College because it was understood that she had accepted a position as President of Central Arizona College, effective today (July 29th, 2026) with the payment of an amount equivalent to her base salary through August 30th, 2026, on the condition she agrees to sign the release and waiver of any and all claims she believes she has against the college. Her resignation effective today will allow her to cash in any unpaid time off. The motion passed with a 3-1 vote (Ayes: Kiel, Bracety and Payne. Nays: McCasland).

Board Chair Bracety, seconded by Board Secretary Payne moved to appoint Pierce Coleman as Board counsel under the Safe Pinal County Cooperative Purchasing Contract at the rate set forth in the Safe Pinal County Cooperative Purchasing Contract retroactive to the date Pierce Coleman was retained as interim Board counsel in the form of a credit against future legal invoices. The motion passed with a 3-1 vote (Ayes: Bracety, Kiel and Payne. Nays: McCasland).

Board Chair Bracety, second by Board Member Kiel, moved to appoint Dr. Doug Berry as Acting President with a 20% pay increase, and directed the Board Attorney to work with Dr. Nix and negotiate the final terms of the contract with Dr. Berry and that the Board President is authorized to sign the contract on behalf of the College Board once approved by the Board Attorney. The motion passed unanimously (Ayes: McCasland, Kiel, Payne, Bracety).

3. Request for Future Agenda Items - **INFORMATION, DISCUSSION AND DECISION** {Time: 10}

This agenda item begins at: 15:32:53

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=f13f7c37-1756-4d5d-bfdf-b49601751f78&start=2785.476831>

Board Member McCasland requested an update on the Forensic Audit being conducted by the Baker Tilly Advisory Group as a future Agenda item.

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

This agenda item begins at: 15:34:41

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=f13f7c37-1756-4d5d-bfdf-b49601751f78&start=2893.001983>

Board Member Kiel, Seconded by Board Secretary Payne, moved to adjourn the July 29th, 2026, District Governing Board Special Meeting at 3:34pm. The motion passed unanimously (Ayes: Bracety, Kiel, McCasland, and Payne).

Respectfully Submitted,

Kimberly Whitman, Recording Secretary

Date

Mr. Steve Bracety, Board Chair

Mr. Toby Payne, Board Secretary

Yavapai College
District Governing Board
Special Board Meeting

Tuesday, August 11th, 2026
Rock House and Virtually
9:00 a.m.

The YouTube channel and Rock House will be open to the public at 8:45 a.m. at the latest. All individuals attending the meeting in person will be allowed to bring clear bags ONLY into the meeting. In addition, the College has implemented advanced weapons detections systems/metal detectors for attendees. These requirements are similar for attendees at any sporting event or concert, and they are intended to ensure safety. Please plan accordingly.

Prescott Campus
Rock House
1100 E Sheldon Street
Prescott, AZ 86301

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

Member's Present:

Mr. Steve Bracety, Board Chair
Mr. Toby Payne, Board Secretary
Mr. William Kiel, Board Member
Mrs. Deb McCasland, Board Member – ZOOM

Administration Present:

Dr. Doug Berry, Acting President
Mr. Jon Paladini, Board Attorney - ZOOM
Ms. Kimberly Whitman, Secretary to the Board

MINUTES

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

This agenda item begins at: 08:59:57

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=7104dc8b-8951-4d29-b39e-b4a3011ca4d0&start=0.754373>

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

- b. Pledge of Allegiance {Time: 1}

This agenda item begins at:

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=7104dc8b-8951-4d29-b39e-b4a3011ca4d0&start=15.678158>

Dr. Ewell led the Pledge of Allegiance.

- c. Call to the Public – **INFORMATION ONLY** – {Time: 10}

This agenda item begins at: 9:00:56

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=7104dc8b-8951-4d29-b39e-b4a3011ca4d0&start=59.706604>

There were no call cards turned in at the August 11th, 2026, Yavapai College District Governing Board Special Meeting.

- d. Adoption of Agenda – Board Chair Steve Bracety – **DECISION** {Time: 5}

This agenda item begins at: 09:01:02

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=7104dc8b-8951-4d29-b39e-b4a3011ca4d0&start=65.59884>

Board Chair Bracety, seconded by Board Secretary Payne, moved to approve the Agenda for the August 11th, 2026, Yavapai College District Governing Board Meeting. The motion passed unanimously. (Ayes: Bracety, Kiel, and Payne. Absent from vote: McCasland).

2. Board Business

- a. HLC Presentation and Update – Ms. Megan Crossfield, Director of Academic Initiatives and HLC Accreditation Liaison Officer (ALO) and Dr. Douglas Berry, Acting President – **INFORMATION AND DISCUSSION** – {Time: 60}
(Attached)

This agenda item begins at: 09:01:16

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=7104dc8b-8951-4d29-b39e-b4a3011ca4d0&start=79.308166>

Ms. Megan Crossfield provided a presentation on HLC Accreditation to the District Governing Board. This presentation cleared concerns being raised in the community and on the College campus. The District Governing Board participated in a discussion during and after the presentation. The discussion and Ms. Crossfield's presentation can be viewed at the link above.

- b. Forensic Audit Status Update – Dr. Douglas Berry, Acting President – **INFORMATION AND DISCUSSION** {Time: 20}

This agenda item begins at:

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=7104dc8b-8951-4d29-b39e-b4a3011ca4d0&start=3118.389692>

Dr. Douglas Berry provided an update on the Forensic Audit being conducted at the College. The audit is about 7-10 days out from its final report from the Baker Tilly Advisory Group. The intent of the audit was to identify any criminal activity happening at the College. No criminal activity has been found at this time. An additional update will be provided when the audit is completed. Discussion was held on the topic. The discussion can be viewed at the link above.

- c. Presidential Search Update – Board Chair Steve Bracety – **INFORMATION ONLY** – {Time: 20}

This agenda item begins at: 09:55:52

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=7104dc8b-8951-4d29-b39e-b4a3011ca4d0&start=3355.967605>

Board Chair Bracety provided an update on the current Presidential Search process. Questions have been raised regarding the search. Chair Bracety explained why and how Dr. Berry was chosen for the Acting President position and the contract with Cizek Associates. Cizek Associated has filled high-level positions on the Yavapai College campus as well as several community colleges in the state. The anticipated finalized timeline is November 2026-January 2027. Discussion was held between the Board Members and can be viewed at the link above.

- d. Consent Agenda – **DECISION** {Time: 10}
 - i. Intergovernmental Agreement between Yavapai County Community College District and Mountain Institute CTED Regarding Registered Apprenticeships (*Attached*)
 - ii. Intergovernmental Agreement Amendment #1 between Yavapai County Community College District and Mayer Unified School District (*Attached*)

This agenda item begins at: 10:07:55

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=7104dc8b-8951-4d29-b39e-b4a3011ca4d0&start=4079.079984>

Board Member Kiel, seconded by Board Secretary Payne, moved to approve the consent agenda for the August 11th, 2026, Yavapai College District Governing Board Special Meeting. The motion passed unanimously (Ayes: Bracety, Kiel, Payne and McCasland).

- 3. Request for Future Agenda Items - **INFORMATION, DISCUSSION AND DECISION** {Time: 10}

This item begins at: 10:08:36

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=7104dc8b-8951-4d29-b39e-b4a3011ca4d0&start=4119.214578>

Board Member Kiel requested two items to be placed on a future agenda: a review and potential revision to Board Policy 310 and potential direction to College Staff to explore potential partnership opportunities between Yavapai College and Meta's America's Workforce Academy.

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

This agenda item begins at: 10:10:29

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=7104dc8b-8951-4d29-b39e-b4a3011ca4d0&start=4232.289623>

Board Chair Bracety, seconded by Board Member Kiel, moved to adjourn the August 11th, 2026, Yavapai College District Governing Board Special meeting at 10:10am. The motion passed unanimously (Ayes: McCasland, Kiel, Bracety, and Payne).

Respectfully Submitted,

Kimberly Whitman, Recording Secretary

Date

Mr. Steve Bracety, Board Chair

Mr. Toby Payne, Board Secretary

Yavapai College
District Governing Board
Special Board Meeting

Monday, August 17, 2026
Rock House and Virtually
10:00 a.m.

The YouTube channel and Rock House will be open to the public at **9:45 a.m.** at the latest. All individuals attending the meeting in person will be allowed to bring clear bags ONLY into the meeting. In addition, the College has implemented advanced weapons detections systems/metal detectors for attendees. These requirements are similar for attendees at any sporting event or concert, and they are intended to ensure safety. Please plan accordingly.

Prescott Campus
Rock House
1100 E Sheldon Street
Prescott, AZ 86301

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

Member's Present:

Mr. Steve Bracety, Board Chair
Mr. Toby Payne, Board Secretary
Mr. William Kiel, Board Member
Mrs. Deb McCasland, Board Member

Administration Present:

Dr. Doug Berry, Acting President
Mr. Jon Paladini, Board Attorney
Ms. Kimberly Whitman, Secretary to the Board

MINUTES

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

This agenda item begins at: 10:01:56

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1eced682-4344-44da-b1b4-b4a9012f3de3&start=15.702977>

Board Chair Bracety called the meeting to order at 10:01am.

- b. Pledge of Allegiance {Time: 1}

This agenda item begins at: 1:01:58

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1eced682-4344-44da-b1b4-b4a9012f3de3&start=17.494501>

Board Member Kiel led the Pledge of Allegiance.

- c. Call to the Public – **INFORMATION ONLY** – {Time: 10}

This agenda item begins at: 10:02:26

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1eced682-4344-44da-b1b4-b4a9012f3de3&start=45.801283>

One call card was received at the Yavapai College District Governing Board August 17th, 2026, Special Meeting for Mr. Ray Sigafos. Mr. Sigafos addressed concerns related to the presidential search process and timeline for the College. Mr. Sigafos's call can be viewed at the link above.

- d. Adoption of Agenda – Board Chair Steve Bracety – **DECISION** {Time: 5}

This agenda item begins at: 10:05:43

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1eced682-4344-44da-b1b4-b4a9012f3de3&start=242.826821>

Board Secretary Payne, second by Board Member Kiel, moved to adopt the Yavapai College District Governing Board August 17th, 2026, agenda. The motion passed unanimously. (Ayes: Kiel, Payne, Bracety, McCasland).

2. Board Business

- a. Presidential Search Firm Contract and Recruitment Process – Dr. Janet Nix, CHRO, and Sheila Lehker, Cizek Associates – **INFORMATION, DISCUSSION, AND DECISION** {Time: 30} (*Attached*)

This agenda item begins at: 10:05:57

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1eced682-4344-44da-b1b4-b4a9012f3de3&start=256.946399>

Dr. Janet Nix introduced Ms. Sheila Lehker, CEO, from Cizek and Associates. Dr. Nix provided some background on the College's relationship with Cizek Associates prior to Sheila's presentation. Ms. Lehker provided a presentation on Cizek Associates, their history with Yavapai College, details on herself and her and Cizek's role in the search, the search process at a glance and the timeline for the search process. Mr. Ed Lacasse, Director of Purchasing and Procurement Services, joined the presentation to discuss the contract with Cizek Associates. Discussion was held after the presentation and can be viewed at the link above.

Board Chair Bracety, seconded by Board Secretary Payne, moved to enter into a contract with Cizek Associates to lead the Yavapai College Presidential Search. The motion passed with a 3-1 vote (Ayes: Bracety, Payne, and Kiel, Nays: McCasland).

- b. Yavapai College District Governing Board Committee Representation – Board Chair Steve Bracety – **INFORMATION, DISCUSSION AND DECISION** {Time: 10}

This agenda item begins at: 10:47:30

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1eced682-4344-44da-b1b4-b4a9012f3de3&start=2749.770221>

The type of Board Member representation for the Presidential Search was discussed between the Board Members and Dr. Janet Nix. Two District Governing Board Members are required for the committee representation to act as a liaison between the committee and the Board. Discussion on the Board representation can be viewed at the link above.

Board Chair Bracety, seconded by Board Secretary Payne, moved to appoint himself and Secretary Payne to be the liaisons to the committee. Discussion was held. The motion passed with a 3-1 vote (Ayes: Bracety, Payne and Kiel, Nays: McCasland).

3. Request for Future Agenda Items – **INFORMATION, DISCUSSION, AND DECISION** {Time: 10}

This agenda item begins at: 11:06:43

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1eced682-4344-44da-b1b4-b4a9012f3de3&start=3902.671836>

Board Member Kiel had two requests for items on a future agenda: Revision to the Board Minutes format and explanation of contract items that do and don't require Board approval.

Board Member McCasland had two requests: Meeting date and time selection and an update on the previous President's contract status.

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

This agenda item begins at: 11:08:42

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=1eced682-4344-44da-b1b4-b4a9012f3de3&start=4020.396933>

Board Chair Bracety, seconded by Board Member Kiel, moved to adjourn the August 17th, 2026, Yavapai College District Governing Board Special meeting. The motion passed unanimously (Ayes: Kiel, Bracety, McCasland and Payne).

Respectfully Submitted,

Kimberly Whitman, Recording Secretary

Date

Mr. Steve Bracety, Board Chair

Mr. Toby Payne, Board Secretary

Yavapai College
District Governing Board
Special Board Meeting

Thursday, September 3rd, 2026
Rock House and Virtually
1:00 p.m.

The YouTube channel and Rock House will be open to the public at 12:45 p.m. at the latest. All individuals attending the meeting in person will be allowed to bring clear bags ONLY into the meeting. In addition, the College has implemented advanced weapons detections systems/metal detectors for attendees. These requirements are similar for attendees at any sporting event or concert, and they are intended to ensure safety. Please plan accordingly.

Prescott Campus
Rock House
1100 E Sheldon Street
Prescott, AZ 86301

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

Member's Present:

Mr. Steve Bracety, Board Chair
Mr. Toby Payne, Board Secretary
Mr. William Kiel, Board Member
Mrs. Deb McCasland, Board Member

Administration Present:

Dr. Doug Berry, Acting President
Mr. Jon Paladini, Board Attorney
Ms. Kimberly Whitman, Secretary to the Board

MINUTES

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

This agenda item begins at: 13:00:06

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=eb33abfa-70e4-4f43-a72f-b4ba016a5891&start=42.168167>

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

- b. Pledge of Allegiance {Time: 1}

This agenda item begins at: 13:00:27

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=eb33abfa-70e4-4f43-a72f-b4ba016a5891&start=62.804256>

Dr. Ewell led the Pledge of Allegiance.

- c. Call to the Public – **INFORMATION ONLY** – {Time: 10}

This agenda item begins at: 13:00:51

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=eb33abfa-70e4-4f43-a72f-b4ba016a5891&start=87.074698>

One call card was received at the Yavapai College District Governing Board September 3rd, 2026, Special Board Meeting for Ms. Linda Gray. Ms. Gray's call centered on her appreciation for the College and questions related to the Forensic Audit and accompanying documents. Ms. Gray's questions can be viewed at the link above.

- d. Adoption of Agenda – Board Chair Steve Bracety – **DECISION** {Time: 5}

This agenda item begins at: 13:03:07

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=eb33abfa-70e4-4f43-a72f-b4ba016a5891&start=223.387076>

Board Chair Bracety, seconded by Board Member Kiel, moved to adopt the September 3rd, 2026, Yavapai College District Governing Board Agenda. The motion passed unanimously (Ayes: Kiel, McCasland, Payne and Bracety).

2. Board Business

a. Executive Session

- i. A.R.S. §38-431.03(A)(3)(Legal Advice) and (A)(4)(Contracts), Discussion and Direction to the Board's Attorneys Regarding the Terms of the College President's Contract – Attorney Jon Paladini, Board Attorney – **PROCEDURAL** - {Time: 45}

This agenda item begins at: 13:03:33

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=eb33abfa-70e4-4f43-a72f-b4ba016a5891&start=249.165941>

Board Chair Bracety, seconded by Board Secretary Payne, moved to enter into Executive Session. The motion passed with a 3-1 vote (Ayes: Bracety, McCasland and Payne, Nays: Kiel).

The Yavapai College District Governing Board moved into Executive Session at 1:06pm.

b. Convene in Public Session

- i. Possible Action: Consideration, Decision and or Approval of Agreement Related to Item 2a-i as a Result of Executive Session – Attorney Jon Paladini, Board Attorney - **DECISION** - {Time: 10}

This agenda item begins at: 14:10:26

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=eb33abfa-70e4-4f43-a72f-b4ba016a5891&start=364.74467>

The Yavapai College District Governing Board reconvened in Public Session at 2:10pm.

Board Chair Bracety, seconded by Board Secretary Payne, moved to approve the settlement agreement and general release regarding Dr. Rhine that was discussed in Executive Session. The motion passed with a 3-1 vote (Ayes: McCasland, Payne, and Bracety, Nays: Kiel).

A statement was read by Board Chair Bracety regarding the settlement and Executive Session decision. The statement can be viewed at the link above.

- c. Forensic Audit Status Update – Representative from Baker Tilly Advisory Group LP, Dr. Douglas Berry, Acting President – **INFORMATION AND DISCUSSION** - {Time: 45}

This agenda item begins at: 14:13:

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=eb33abfa-70e4-4f43-a72f-b4ba016a5891&start=546.3223>

Gwendolyn Kain from the Baker Tilly Advisory Group provided a presentation on the final findings of the Forensic Audit to the District Governing Board. No criminal activity was found at the end of the audit. The Baker Tilly Advisory Group did provide best practice recommendations to the College for the future. Ms. Wendy Swartz, Chief Business Officer, also spoke on the accuracy of the findings of the audit. Discussion was held after the presentation. The discussion can be viewed at the link above.

3. Request for Future Agenda Items - **INFORMATION, DISCUSSION AND DECISION** {Time: 10}

This agenda item begins at: 14:52:21

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=eb33abfa-70e4-4f43-a72f-b4ba016a5891&start=2865.705505>

Board Member Kiel requested a future agenda item to discuss the inclusion of the Secretary to the District Governing Board in future Executive Sessions.

Board Member McCasland requested an update on the District Governing Board budget from fiscal year '26 and fiscal year '27, as well as the College Budget on a future agenda.

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

This agenda item begins at: 14:53:45

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=eb33abfa-70e4-4f43-a72f-b4ba016a5891&start=2963.533517>

Board Chair Bracety, seconded by Secretary Payne, moved to adjourn the September 3rd, 2026, Yavapai College District Governing Board Special Meeting at 2:53pm. The motion passed unanimously (Ayes: Kiel, Payne, Bracety, McCasland).

Respectfully Submitted,

Kimberly Whitman, Recording Secretary

Date

Mr. Steve Bracety, Board Chair

Mr. Toby Payne, Board Secretary

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Twelve Months Ended June 30, 2026 - 100.0% of the Fiscal Year Complete

Fiscal Year 2025-2026

SUMMARY - ALL FUNDS

	Year-to-Date Revenues		Year-to-Date Revenues	Budget	Percent of Budget
REVENUES:					
General Fund	\$ 66,423,997		\$ 66,423,997	\$ 65,207,600	101.9%
Restricted Fund	22,344,962		22,344,962	21,772,500	102.6%
Auxiliary Fund	7,917,144		7,917,144	9,106,600	86.9%
Unexpended Plant Fund	25,223,770		25,223,770	21,973,700	114.8%
Debt Service Fund	1,579,287		1,579,287	1,577,900	100.1%
TOTALS	123,489,161		123,489,161	119,638,300	103.2%

		Year-to-Date Expenditures	Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	Budget	Percent of Actual and Non- Labor Encumbrances to Budget
EXPENDITURES (note 1):							
General Fund		\$ 66,115,178	\$ -	\$ -	\$ 66,115,178	\$ 65,207,600	101.4%
Restricted Fund		16,610,595	-	-	16,610,595	21,772,500	76.3%
Auxiliary Fund		9,308,902	-	-	9,308,902	9,106,600	102.2%
Unexpended Plant Fund		20,968,831	3,016,214	-	23,985,045	21,973,700	109.2%
Debt Service Fund		1,585,861	-	-	1,585,861	1,577,900	100.5%
TOTALS		114,589,366	3,016,214	-	117,605,580	119,638,300	98.3%
SURPLUS/(DEFICIT)					\$ 5,883,580	-	

COMMENTS:

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

The budget currently has a surplus of \$5,883,580.

Balances by fund are below:

General Fund	\$ 308,819
Restricted Funds	5,734,367
Plant Fund	1,238,725
Auxiliary Funds	(1,391,757)
Debt Service Funds	(6,574)
	\$ 5,883,580

The Plant Fund deficit continues to be driven by encumbrances for in process projects.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Twelve Months Ended June 30, 2026 - 100.0% of the Fiscal Year Complete

Fiscal Year 2025-2026

GENERAL FUND

		Year-to-Date Revenues			Total Revenues	FY 25/26 Budget	Percent of Budget	FY 25/26 Estimate	Estimate to Budget Variance	FY 24/25 Actuals	Percent Change (Current Versus Prior Year)	
REVENUES:												
Primary Property Taxes	\$	50,490,300			\$ 50,490,300	\$ 50,490,300	100.0%	\$ 50,490,300	\$ -	\$ 49,089,406	2.9%	
Primary Property Taxes - Contingency		-			-	(150,000)	0.0%	-	150,000	-	0.0%	
Tuition and Fees		15,433,239			15,433,239	15,042,100	102.6%	15,542,100	500,000	13,595,250	13.5%	
Tuition and Fees - Contingency		-			-	(767,000)	0.0%	-	767,000	-	0.0%	
State Appropriation - Maintenance		555,900			555,900	555,900	100.0%	555,900	-	371,300	49.7%	
State Appropriation - Rural Aid		1,955,300			1,955,300	1,833,600	106.6%	1,955,300	121,700	1,833,600	6.6%	
YCF Contribution - Basketball Program		-			-	-	100.0%	-	-	345,870	0.0%	
Other Revenues		769,766			769,766	533,800	144.2%	600,000	66,200	3,757,062	-79.5%	
Interest Income		675,592			675,592	1,125,000	60.1%	715,000	(410,000)	1,400,009	-51.7%	
Fund Balance Applied to Budget		1,360,830			1,360,830	1,360,830	100.0%	1,360,830	-	3,888,100	-65.0%	
General Fund Transfer In/(Out)		(4,816,930)			(4,816,930)	(4,816,930)	100.0%	(4,816,930)	-	(6,987,100)	-31.1%	
TOTAL REVENUES		66,423,997			66,423,997	65,207,600	101.9%	66,402,500	1,194,900	67,293,496	-1.3%	
			Year-to-Date Expenditures	Total Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	FY 25/26 Budget	Percent of Actual and Non-Labor Encumbrances to Budget	FY 25/26 Estimate	Budget to Estimate Variance	FY 24/25 Actuals	Percent Change (Current Versus Prior Year)
EXPENDITURES (Note 1):												
Instruction		\$ 24,971,459	\$ -	\$ -	\$ 24,971,459	\$ 24,154,100	103.4%	24,154,100	\$ -	\$ 22,785,882	9.6%	
Academic Support		5,999,498	-	-	5,999,498	6,274,500	95.6%	6,274,500	-	5,900,470	1.7%	
Institutional Support		15,925,128	-	-	15,925,128	15,483,200	102.9%	15,483,200	-	15,055,595	5.8%	
Student Services		10,780,264	-	-	10,780,264	10,930,600	98.6%	10,930,600	-	10,391,163	3.7%	
Operation/Maintenance of Plant		7,830,739	-	-	7,830,739	7,654,200	102.3%	7,654,200	-	7,714,769	1.5%	
Scholarships		583,402	-	-	583,402	685,100	85.2%	685,100	-	943,076	-38.1%	
Public Service		24,688	-	-	24,688	25,900	95.3%	25,900	-	28,266	-12.7%	
TOTAL EXPENDITURES		66,115,178	-	-	66,115,178	65,207,600	101.4%	65,207,600	-	62,819,221	5.2%	
SURPLUS/(DEFICIT)					\$ 308,819	\$ -		\$ 1,194,900				

COMMENTS:

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

The Budget currently has a surplus of \$308,819.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND EXPENDITURES BY NACUBO NATURAL EXPENSE CATEGORIES

For the Twelve Months Ended June 30, 2026 - 100.0% of the Fiscal Year Complete

Fiscal Year 2025-2026

	<u>Year to Date</u>	<u>Prior Year</u>	<u>Percent Change</u>	
Salaries	\$ 39,601,491	\$ 37,580,228	5.4%	1
Benefits	12,212,623	11,656,328	4.8%	2
Supplies	4,370,878	3,538,881	23.5%	3
Contractual Services and Other	5,872,161	5,722,834	2.6%	4
Utilities & Communications	2,159,603	2,070,904	4.3%	5
Travel, Conferences & Memberships	1,315,020	1,306,970	0.6%	6
Scholarships	583,402	943,076	-38.1%	7
	<u>\$ 66,115,178</u>	<u>\$ 62,819,221</u>	5.2%	

1 - Salaries increased due to annual compensation increases and the addition of several new positions.

2 - Benefits increased due to new positions added in the current fiscal year (results in additional FICA, retirement etc.), medical plan premium increases, and higher tuition/fee waiver benefits due to the new bachelor's programs.

3 - Supplies increased from the prior year due to increased technology related purchases (e.g. Software/Licenses), an increase in facilities related supplies and a change in purchasing discounts.

4 - Contractual Services increased primarily due to equipment rental (AVT aircraft).

Additional drivers include a increases in professional and advertising related services costs.

5 - Utilities increased slightly due to Zoom and water/sewage cost increases off set by electricity & natural gas decreases.

6 - Travel is relatively flat.

7 - Scholarship decreased primarily due to decreases in YC Promise & Workforce Promise scholarships.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Twelve Months Ended June 30, 2026 - 100.0% of the Fiscal Year Complete

Fiscal Year 2025-2026

RESTRICTED FUND

	Year-to-Date Revenues		Total Revenues	Budget	Percent of Budget
REVENUES:					
Federal Grants and Contracts	\$ 11,621,172		\$ 11,621,172	\$ 11,302,700	102.8%
State Grants and Contracts	843,854		843,854	247,500	341.0%
Private Gifts, Grants and Contracts	1,376,988		1,376,988	1,246,200	110.5%
Proposition 301 Workforce Development	1,508,858		1,508,858	1,562,000	96.6%
Proposition 207 Workforce Development	2,549,990		2,549,990	2,970,000	85.9%
State Appropriation - STEM Workforce	710,200		710,200	710,200	100.0%
Fund Balance Applied to Budget	3,733,900		3,733,900	3,733,900	100.0%
TOTAL REVENUES	22,344,962		22,344,962	21,772,500	102.6%

		Year-to-Date Expenditures	Total Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	Budget	Percent of Actual and Non- Labor Encumbrances to Budget
EXPENDITURES (Note 1):							
Instruction	\$	3,258,954	\$ -	\$ -	\$ 3,258,954	\$ 5,141,600	63.4%
Academic Support		671,876	-	-	671,876	-	100.0%
Institutional Support		101,485	-	-	101,485	-	100.0%
Student Services		465,042	-	-	465,042	654,100	71.1%
Operation/Maintenance		242,376	-	-	242,376	3,733,900	6.5%
Scholarships		10,103,794	-	-	10,103,794	8,862,300	114.0%
Public Service		1,767,068	-	-	1,767,068	3,380,600	52.3%
TOTAL EXPENDITURES		16,610,595	-	-	16,610,595	21,772,500	76.3%
SURPLUS/(DEFICIT)					\$ 5,734,367		

COMMENTS:

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

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

The Budget currently has a surplus of \$5,734,367.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Twelve Months Ended June 30, 2026 - 100.0% of the Fiscal Year Complete

Fiscal Year 2025-2026

AUXILIARY FUND

	Budgeted Revenues	Budgeted Expenses	Budgeted Surplus/ (Deficit)	Actual Revenues	Actual Expenditures and Non-Labor Encumbrances	Year-to-date Surplus/ (Deficit)	FY25/26 Estimate Surplus/ (Deficit)	Estimate to Budget Variance				
AUXILIARY ENTERPRISES										Rev to Bud	Exp to Bud	
Residence Halls	\$ 1,262,000	\$ 410,100	\$ 851,900	\$ 1,100,793	\$ 355,640	\$ 745,153	\$ 853,300	\$ 1,400	\$ (108,147)	\$ (161,207)	\$ (54,460)	\$ (106,747)
Transfer To Debt Fund to Pay Revenue Bonds	(403,300)	-	(403,300)	(403,300)	-	(403,300)	(403,300)	-	\$ -	\$ -	\$ -	\$ -
Subtotal - Residence Halls and Summer Conferences	858,700	410,100	448,600	697,493	355,640	341,853	450,000	1,400	\$ (108,147)	\$ (161,207)	\$ (54,460)	\$ (106,747)
							-		\$ -	\$ -	\$ -	\$ -
Bookstore Rental and Commissions	20,000	-	20,000	4,607	-	4,607	2,200	(17,800)	\$ 2,407	\$ (15,393)	\$ -	\$ (15,393)
Food Services	1,918,000	2,152,000	(234,000)	1,698,799	2,117,312	(418,513)	(230,000)	4,000	\$ (188,513)	\$ (219,201)	\$ (34,688)	\$ (184,513)
Vending	30,000	-	30,000	48,700	-	48,700	28,000	(2,000)	\$ 20,700	\$ 18,700	\$ -	\$ 18,700
Employee/21+ Student Housing & Facility Rentals	989,200	485,500	503,700	456,848	449,758	7,090	101,800	(401,900)	\$ (94,710)	\$ (532,352)	\$ (35,742)	\$ (496,610)
Edventures & Community Education	47,000	72,900	(25,900)	59,094	85,458	(26,364)	(24,800)	1,100	\$ (1,564)	\$ 12,094	\$ 12,558	\$ (464)
Winery - Tasting Room	270,000	360,100	(90,100)	224,847	367,668	(142,821)	(173,800)	(83,700)	\$ 30,979	\$ (45,153)	\$ 7,568	\$ (52,721)
Family Enrichment Center	882,370	1,216,300	(333,930)	775,574	1,246,235	(470,661)	(465,600)	(131,670)	\$ (5,061)	\$ (106,796)	\$ 29,935	\$ (136,731)
Community Events	1,135,600	1,256,800	(121,200)	897,338	1,534,389	(637,051)	(121,200)	-	\$ (515,851)	\$ (238,262)	\$ 277,589	\$ (515,851)
Performing Arts Productions	300,000	303,100	(3,100)	318,970	318,970	-	(25,800)	(22,700)	\$ 25,800	\$ 18,970	\$ 15,870	\$ 3,100
SBDC (Federal Grant Match Requirement)	-	193,100	(193,100)	2,750	179,206	(176,456)	(193,100)	-	\$ 16,644	\$ 2,750	\$ (13,894)	\$ 16,644
Yavapai College Foundation	601,500	601,500	-	519,825	519,825	-	-	-	\$ -	\$ (81,675)	\$ (81,675)	\$ -
Other Auxiliary Enterprises	409,700	457,800	(48,100)	567,769	637,041	(69,271)	(13,800)	34,300	\$ (55,471)	\$ 158,069	\$ 179,241	\$ (21,171)
General Fund Transfer In	1,644,530	-	1,644,530	1,644,530	-	1,644,530	1,644,530	-	\$ -	\$ -	\$ -	\$ -
Contingency	-	100,000	(100,000)	-	-	-	-	100,000	\$ -	\$ -	\$ (100,000)	\$ 100,000
Facilities & Administrative Allocation	-	1,497,400	(1,497,400)	-	1,497,400	(1,497,400)	(1,497,400)	-	\$ -	\$ -	\$ -	\$ -
	<u>\$ 9,106,600</u>	<u>\$ 9,106,600</u>	<u>\$ -</u>	<u>\$ 7,917,144</u>	<u>\$ 9,308,902</u>	<u>\$ (1,391,757)</u>	<u>\$ (518,970)</u>	<u>\$ (520,370)</u>	\$ (872,787)	\$ (1,189,456)	\$ 202,302	\$ (1,391,757)

Comments:

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

The Budget currently has a deficit of \$(1,391,757).

Estimate to Budget variance for FY26 is expected to be \$0.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Twelve Months Ended June 30, 2026 - 100.0% of the Fiscal Year Complete

Fiscal Year 2025-2026

DEBT SERVICE FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>FY26/26 Budget</u>	<u>Percent of Budget</u>
REVENUES:					
Investment Income	\$ 1,387		\$ 1,387	\$ -	100.0%
General Fund Transfer In	1,172,400		1,172,400	1,172,400	100.0%
Auxiliary Fund Transfer In	403,300		403,300	403,300	100.0%
Fund Balance Applied to Budget	2,200		2,200	2,200	100.0%
TOTAL REVENUES	1,579,287		1,579,287	1,577,900	100.1%

		<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
<u>DEBT SERVICE FUND</u>							
EXPENDITURES (Note 1):							
Revenue Refunding Bonds - 2024							
Principal Payments		\$ 1,179,900	\$ -	\$ -	\$ 1,179,900	\$ 555,000	212.6%
Interest Payments		-	-	-	-	617,400	0.0%
Revenue Bonds - 2013							
Principal Payments		403,298	-	-	403,298	375,000	107.5%
Interest Payments		-	-	-	-	28,300	0.0%
Bank Fees		2,663	-	-	2,663	2,200	121.0%
TOTAL EXPENDITURES		1,585,861	-	-	1,585,861	1,577,900	100.5%
SURPLUS/(DEFICIT)					\$ (6,574)	\$ -	

COMMENTS:

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

The Budget currently has a deficit of \$(6,574) as 100% of expenses have been encumbered.

The principal is paid in June.

Estimate to Budget variance is expected to be \$0

District Governing Board Budget Trends
FY's 24 - June, 2026
FY26 is 100% Complete

	FY24			FY25			FY26					
	Budget	Spent	% of Budget	Budget	Spent	% of Budget	Budget	Encumbered	Spent	% of Budget Encumbered	% of Budget Spent	% of Budget Encumbered + Spent
Salary + ERE	95,945	108,269	113%	114,334	111,793	98%	116,263	-	137,221	0%	118%	118%
Legal Services		64,669			75,604				111,761			
Consulting Services		-			-				-			
Professional Services		217			14				3,351			
Contractual Services		565			55,046				-			
Legal / Professional / Other Contractual	107,000	65,451	61%	147,500	130,664	89%	80,750	-	115,112	0%	143%	143%
Travel - In State		1,017			1,013				-			
Travel-In State Training/Conference		333			-				703			
Travel - Out Of State		1,828			-				5,428			
Travel-OutofState-Traing/Conference		25,489			20,399				5,714			
Conference/Train'g Registration Fee		18,212			3,347				2,055			
Travel	35,800	47,200	132%	41,500	24,801	60%	41,500	-	13,900	0%	33%	33%
Food	5,000	3,926	79%	7,000	5,508	79%	7,000	-	3,354	0%	48%	48%
Dues	7,000	-	0%	4,000	23	1%	4,000	-	-	0%	0%	0%
Printing	5,000	2,882	58%	3,000	895	30%	3,000	-	1,825	0%	61%	61%
Supplies	6,700	3,320	50%	3,000	2,360	79%	3,000	-	1,218	0%	41%	41%
Phone		422			-				-			
Books		336			199				-			
Postage		57			341				145			
Internet		315			480				808			
Digital Subscription		-			-				16			
Other	500	1,130	226%	2,982	3,116	104%	1,500	-	969	0%	65%	65%
Total	262,945	232,178	88%	323,316	279,160	86%	257,013	-	273,598	0%	106%	106%

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the One Month Ended July 31, 2026 - 8.3% of the Fiscal Year Complete

Fiscal Year 2026-2027

GENERAL FUND

	Year-to-Date Revenues				Total Revenues	FY 26/27 Budget	Percent of Budget	FY 26/27 Estimate	Estimate to Budget Variance	FY 25/26 Actuals	Percent Change (Current Versus Prior Year)	
REVENUES:												
Primary Property Taxes	\$	4,313,608				\$ 4,313,608	\$ 51,763,300	8.3%	\$ 51,763,300	\$ -	\$ 4,194,902	2.8%
Primary Property Taxes - Contingency		-				-	(150,000)	0.0%	\$ (150,000)	-	-	0.0%
Tuition and Fees		7,311,594				7,311,594	16,877,600	43.3%	\$ 16,877,600	-	6,765,014	8.1%
Tuition and Fees - Contingency		-				-	(823,000)	0.0%	\$ (823,000)	-	-	0.0%
Health Benefits Reserve Replenishment		-					(725,000)		\$ (725,000)		-	0.0%
State Appropriation - Maintenance		56,992				56,992	683,900	8.3%	\$ 683,900	-	138,975	-59.0%
State Appropriation - Rural Aid		611,133				611,133	1,899,200	32.2%	\$ 1,899,200	-	488,825	25.0%
YCF Contribution - Basketball Program		-				-	-	100.0%	\$ -	-	-	0.0%
Other Revenues		973,725				973,725	733,200	132.8%	\$ 733,200	-	28,071	3368.8%
Interest Income		39,954				39,954	638,500	6.3%	\$ 638,500	-	75,180	-46.9%
Fund Balance Applied to Budget		247,508				247,508	2,970,100	8.3%	\$ 2,970,100	-	113,403	118.3%
General Fund Transfer In/(Out)		(406,358)				(406,358)	(4,876,300)	8.3%	\$ (4,876,300)	-	(401,411)	1.2%
TOTAL REVENUES		13,148,157				13,148,157	68,991,500	19.1%	68,991,500	-	11,402,959	15.3%
			Year-to-Date Expenditures	Total Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	FY 26/27 Budget	Percent of Actual and Non-Labor Encumbrances to Budget	FY 26/27 Estimate	Budget to Estimate Variance	FY 25/26 Actuals	Percent Change (Current Versus Prior Year)
EXPENDITURES (Note 1):												
Instruction			\$ 898,398	\$ 6,107,277	\$ 4,990,454	\$ 2,015,221	\$ 26,002,800	7.8%	26,002,800	\$ -	\$ 884,990	1.5%
Academic Support			512,917	3,366,557	3,241,269	638,205	6,448,200	9.9%	6,448,200	-	569,573	-9.9%
Institutional Support			2,573,333	9,312,577	8,303,774	3,582,136	16,243,800	22.1%	16,243,800	-	1,617,731	59.1%
Student Services			573,479	5,602,915	5,580,598	595,796	11,201,100	5.3%	11,201,100	-	583,980	-1.8%
Operation/Maintenance of Plant			368,136	4,285,873	3,751,939	902,070	8,178,800	11.0%	8,178,800	-	483,513	-23.9%
Scholarships			1,309	-	-	1,309	890,000	0.1%	890,000	-	3,449	-62.0%
Public Service			1,030	-	-	1,030	26,800	3.8%	26,800	-	1,203	-14.4%
TOTAL EXPENDITURES			4,928,602	28,675,199	25,868,034	7,735,767	68,991,500	11.2%	68,991,500	-	4,144,438	18.9%
SURPLUS/(DEFICIT)						\$ 5,412,390	\$ -		\$ -			

COMMENTS:

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

The Budget currently has a surplus of \$5,412,390.
The increase in Other Revenues is due to sale of cellular assets to T-Mobile

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND EXPENDITURES BY NACUBO NATURAL EXPENSE CATEGORIES

For the One Month Ended July 31, 2026 - 8.3% of the Fiscal Year Complete

Fiscal Year 2026-2027

	<u>Year to Date</u>	<u>Prior Year</u>	<u>Percent Change</u>	
Salaries	\$ 1,628,283	\$ 1,687,421	-3.5%	1
Benefits	840,747	856,530	-1.8%	2
Supplies	1,162,776	231,746	401.7%	3
Contractual Services and Other	1,111,940	1,148,457	-3.2%	4
Utilities & Communications	161,113	149,226	8.0%	5
Travel, Conferences & Memberships	19,955	67,609	-70.5%	6
Scholarships	3,788	3,449	9.8%	7
	<u>\$ 4,928,602</u>	<u>\$ 4,144,438</u>	18.9%	

1 - Salaries decreased slightly due to lower Support Staff and Summer Adjunct pay as well as vacation leave payout.

2 - Benefits decreased slightly due to the offset of an increase in medical insurance costs vs. Employee Tuition Waivers.

3 - Supplies increased from the prior year due to increased technology related purchases (e.g. Software/Licenses).

4 - Contractual Services is essentially flat with a decrease seen in Software Maintenance Contracts due to timing.

5 - Utilities increased slightly due to electricity & timing of billing.

6 - Travel decreased primarily due to lower travel rates and timing of Institutional Memberships.

7 - Scholarships is essentially flat.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the One Month Ended July 31, 2026 - 8.3% of the Fiscal Year Complete

Fiscal Year 2026-2027

RESTRICTED FUND

	Year-to-Date Revenues		Total Revenues	Budget	Percent of Budget
REVENUES:					
Federal Grants and Contracts	\$ 892,958		\$ 892,958	\$ 10,715,500	8.3%
State Grants and Contracts	60,797		60,797	729,600	8.3%
Private Gifts, Grants and Contracts	111,702		111,702	1,280,200	8.7%
Proposition 301 Workforce Development	234,759		234,759	1,624,500	14.5%
Proposition 207 Workforce Development	216,667		216,667	2,600,000	8.3%
State Appropriation - STEM Workforce	190,625		190,625	762,500	25.0%
Fund Balance Applied to Budget	311,158		311,158	505,200	61.6%
TOTAL REVENUES	2,018,666		2,018,666	18,217,500	11.1%

		Year-to-Date Expenditures	Total Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	Budget	Percent of Actual and Non- Labor Encumbrances to Budget
EXPENDITURES (Note 1):							
Instruction	\$	124,651	\$ 956,625	\$ 866,378	\$ 214,898	\$ 6,045,800	3.6%
Academic Support		7,197	116,700	66,788	57,109	85,400	66.9%
Institutional Support		-	-	-	-	200,500	0.0%
Student Services		8,038	1,621	-	9,659	840,700	1.1%
Operation/Maintenance		-	100,000	-	100,000	-	100.0%
Scholarships		29,906	-	-	29,906	8,843,900	0.3%
Public Service		90,072	1,031,463	1,002,907	118,628	2,201,200	5.4%
TOTAL EXPENDITURES		259,864	2,206,409	1,936,073	530,200	18,217,500	2.9%
SURPLUS/(DEFICIT)					\$ 1,488,466		

COMMENTS:

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

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

The Budget currently has a surplus of \$1,488,466.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the One Month Ended July 31, 2026 - 8.3% of the Fiscal Year Complete

Fiscal Year 2026-2027

AUXILIARY FUND

	<u>Budgeted Revenues</u>	<u>Budgeted Expenses</u>	<u>Budgeted Surplus/ (Deficit)</u>	<u>Actual Revenues</u>	<u>Actual Expenditures and Non-Labor Encumbrances</u>	<u>Year-to-date Surplus/ (Deficit)</u>	<u>FY26/27 Estimate Surplus/ (Deficit)</u>	<u>Estimate to Budget Variance</u>
AUXILIARY ENTERPRISES								
Residence Halls	\$ 1,265,000	\$ 413,600	\$ 851,400	\$ 627,638	\$ 13,175	\$ 614,463	\$ 851,400	\$ -
Transfer To Debt Fund to Pay Revenue Bonds	404,100	-	404,100	33,675	-	33,675	\$ 404,100	-
Subtotal - Residence Halls and Summer Conferences	<u>1,669,100</u>	<u>413,600</u>	<u>1,255,500</u>	<u>661,313</u>	<u>13,175</u>	<u>648,138</u>	<u>1,255,500</u>	<u>-</u>
Bookstore Rental and Commissions	2,000	-	2,000	-	-	-	2,000	-
Food Services	2,043,700	2,149,400	(105,700)	810,818	450,118	360,700	(105,700)	-
Vending	30,000	-	30,000	-	-	-	30,000	-
Employee/21+ Student Housing & Facility Rentals	1,082,100	550,400	531,700	178,807	124,495	54,312	531,700	-
Edventures & Community Education	47,000	60,000	(13,000)	4,235	1,419	2,816	(13,000)	-
Winery - Tasting Room	315,000	445,700	(130,700)	16,626	24,026	(7,400)	(130,700)	-
Family Enrichment Center	951,100	1,126,700	(175,600)	53,335	57,246	(3,911)	(175,600)	-
Community Events	1,135,600	1,392,300	(256,700)	5,635	300,212	(294,577)	(256,700)	-
Performing Arts Productions	300,000	308,100	(8,100)	79,605	79,605	-	(8,100)	-
SBDC (Federal Grant Match Requirement)	-	172,700	(172,700)	-	11,016	(11,016)	(172,700)	-
Yavapai College Foundation	621,600	621,600	-	28,887	28,887	-	-	-
Other Auxiliary Enterprises	470,200	447,800	22,400	25,108	25,001	107	22,400	-
General Fund Transfer In	1,427,300	-	1,427,300	118,942	-	118,942	1,427,300	-
Contingency	-	100,000	(100,000)	-	-	-	(100,000)	-
Facilities & Administrative Allocation	-	1,497,400	(1,497,400)	-	124,783	(124,783)	(1,497,400)	-
	<u><u>\$ 10,094,700</u></u>	<u><u>\$ 9,285,700</u></u>	<u><u>\$ 809,000</u></u>	<u><u>\$ 1,983,311</u></u>	<u><u>\$ 1,239,983</u></u>	<u><u>\$ 743,328</u></u>	<u><u>\$ 809,000</u></u>	<u><u>\$ -</u></u>

Comments:

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

The Budget currently has a surplus of \$743,328.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the One Month Ended July 31, 2026 - 8.3% of the Fiscal Year Complete

Fiscal Year 2026-2027

DEBT SERVICE FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>FY26/27 Budget</u>	<u>Percent of Budget</u>
REVENUES:					
Investment Income	\$ 4		\$ 4	\$ -	100.0%
General Fund Transfer In	103,100		103,100	1,237,200	8.3%
Auxiliary Fund Transfer In	33,675		33,675	404,100	8.3%
Fund Balance Applied to Budget	200		200	2,400	8.3%
TOTAL REVENUES	136,979		136,979	1,643,700	8.3%

		<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
<u>DEBT SERVICE FUND</u>							
EXPENDITURES (Note 1):							
Revenue Refunding Bonds - 2024							
Principal Payments		\$ -	\$ -	\$ -	\$ -	\$ 510,000	0.0%
Interest Payments		-	-	-	-	670,700	0.0%
Revenue Bonds - 2013					-		
Principal Payments		-	-	-	-	385,000	0.0%
Interest Payments		-	-	-	-	19,100	0.0%
Bond Premium Amortization							
Revenue Bonds - 2024		-	-	-	-	56,500	0.0%
Bank Fees		1,200	-	-	1,200	2,400	50.0%
TOTAL EXPENDITURES		1,200	-	-	1,200	1,643,700	0.1%
SURPLUS/(DEFICIT)					\$ 135,779	\$ -	

COMMENTS:

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

The Budget currently has a surplus of \$135,779 as 100% of expenses have been encumbered.

The principal is paid in June.

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

**District Governing Board Budget Trends
FY's 25 - July, 2026
FY27 is 8.3% Complete**

	FY25			FY26			FY27					
	Budget	Spent	% of Budget	Budget	Spent	% of Budget	Budget	Encumbered	Spent	% of Budget Encumbered	% of Budget Spent	% of Budget Encumbered + Spent
Salary + ERE	114,334	111,793	98%	116,263	137,221	118%	119,349	87,210	6,027	73%	5%	78%
Legal Services		75,604			111,761		68,250	85,000	-			
Consulting Services		-			-		8,000	-	-			
Professional Services		14			3,351		500	-	-			
Contractural Services (Elections)		55,046			-		84,000	-	-			
Legal / Professional / Other Contractual	147,500	130,664	89%	80,750	115,112	143%	160,750	85,000	-	53%	0%	53%
Travel - In State		1,013			-		2,000	-	-			
Travel-In State Training/Conference		-			703		500	-	-			
Travel - Out Of State		-			5,428		20,000	-	-			
Travel-OutofState-Traing/Conference		20,399			5,714		3,000	-	-			
Conference/Train'g Registration Fee		3,347			2,055		16,000	-	-			
Travel	41,500	24,801	60%	41,500	13,900	33%	41,500	-	-	0%	0%	0%
Food	7,000	5,508	79%	7,000	3,354	48%	7,000	-	-	0%	0%	0%
Dues	4,000	23	1%	4,000	-	0%	4,000	-	-	0%	0%	0%
Printing	3,000	895	30%	3,000	1,825	61%	3,000	-	-	0%	0%	0%
Supplies	3,000	2,360	79%	3,000	1,218	41%	3,000	-	-	0%	0%	0%
Phone		-			-		500	-	-			
Books		199			-		500	-	-			
Postage		341			145		-	-	-			
Internet		480			808		500	-	-			
Digital Subscription		-			16		-	-	-			
Other	2,982	3,116	104%	1,500	969	65%	1,500	-	-	0%	0%	0%
Total	323,316	279,160	86%	257,013	273,598	106%	340,099	172,210	6,027	51%	2%	52%

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the The Months Ended August 31, 2026 - 16.7% of the Fiscal Year Complete

Fiscal Year 2026-2027

SUMMARY - ALL FUNDS

	Year-to-Date Revenues		Year-to-Date Revenues			Budget	Percent of Budget
REVENUES:							
General Fund	\$	18,349,859		\$	18,349,859	\$ 68,991,500	26.6%
Restricted Fund		4,578,069			4,578,069	18,217,500	25.1%
Auxiliary Fund		2,608,248			2,608,248	10,094,700	25.8%
Unexpended Plant Fund		2,449,675			2,449,675	15,004,250	16.3%
Debt Service Fund		273,954			273,954	1,643,700	16.7%
TOTALS		28,259,804			28,259,804	113,951,650	24.8%

COMMENTS:

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

The budget currently has a surplus of \$138,648.

The FY25/26 year is currently estimated to meet budget.

Through the twelve months, 24.9% of budget has been committed (excluding labor encumbrances) compared to 24.8% of revenues received.

Balances by fund are below:

General Fund	\$ 2,545,576
Restricted Funds	559,797
Plant Fund	(3,539,160)
Auxiliary Funds	299,681
Debt Service Funds	272,754
	<u>\$ 138,648</u>

The Plant Fund deficit continues to be driven by encumbrances for in process projects.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the The Months Ended Augst 31, 2026 - 16.7% of the Fiscal Year Complete

Fiscal Year 2026-2027

GENERAL FUND

	Year-to-Date Revenues				Total Revenues	FY 26/27 Budget	Percent of Budget	FY 26/27 Estimate	Estimate to Budget Variance	FY 25/26 Actuals	Percent Change (Current Versus Prior Year)	
REVENUES:												
Primary Property Taxes	\$	8,627,217				\$ 8,627,217	\$ 51,763,300	16.7%	\$ 51,763,300	\$ -	\$ 8,389,804	2.8%
Primary Property Taxes - Contingency		-				-	(150,000)	0.0%	\$ (150,000)	-	-	0.0%
Tuition and Fees		8,318,358				8,318,358	16,877,600	49.3%	\$ 16,877,600	-	7,482,706	11.2%
Tuition and Fees - Contingency		-				-	(823,000)	0.0%	\$ (823,000)	-	-	0.0%
Health Benefits Reserve Replenishment		-				-	(725,000)	0.0%	\$ (725,000)	-	-	0.0%
State Appropriation - Maintenance		113,983				113,983	683,900	16.7%	\$ 683,900	-	138,975	-18.0%
State Appropriation - Rural Aid		554,142				554,142	1,899,200	29.2%	\$ 1,899,200	-	488,825	13.4%
YCF Contribution - Basketball Program		-				-	-	100.0%	\$ -	-	-	0.0%
Other Revenues		1,013,905				1,013,905	733,200	138.3%	\$ 733,200	-	70,889	1330.3%
Interest Income		39,954				39,954	638,500	6.3%	\$ 638,500	-	109,952	-63.7%
Fund Balance Applied to Budget		495,017				495,017	2,970,100	16.7%	\$ 2,970,100	-	113,403	336.5%
General Fund Transfer In/(Out)		(812,717)				(812,717)	(4,876,300)	16.7%	\$ (4,876,300)	-	(802,822)	1.2%
TOTAL REVENUES		18,349,859		18,349,859	68,991,500	26.6%	68,991,500	-	15,991,733	14.7%		
							Percent of Actual and Non-Labor					
		Year-to-Date Expenditures	Total Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	FY 26/27 Budget	Percent of Actual and Non-Labor Encumbrances to Budget	FY 26/27 Estimate	Budget to Estimate Variance	FY 25/26 Actuals	Percent Change (Current Versus Prior Year)	
EXPENDITURES (Note 1):												
Instruction		\$ 3,392,165	\$ 11,311,728	\$ 10,216,930	\$ 4,486,963	\$ 26,002,800	17.3%	26,002,800	\$ -	\$ 3,287,743	3.2%	
Academic Support		1,211,030	2,997,119	2,926,485	1,281,664	6,448,200	19.9%	6,448,200	-	1,229,100	-1.5%	
Institutional Support		4,847,799	8,554,989	7,422,078	5,980,710	16,243,800	36.8%	16,243,800	-	4,192,169	15.6%	
Student Services		1,806,458	5,345,932	5,239,438	1,912,952	11,201,100	17.1%	11,201,100	-	1,710,527	5.6%	
Operation/Maintenance of Plant		1,352,565	3,968,638	3,488,118	1,833,085	8,178,800	22.4%	8,178,800	-	1,307,443	3.5%	
Scholarships		305,587	-	-	305,587	890,000	34.3%	890,000	-	349,054	-12.5%	
Public Service		3,321	-	-	3,321	26,800	12.4%	26,800	-	3,797	-12.5%	
TOTAL EXPENDITURES		12,918,925	32,178,406	29,293,049	15,804,282	68,991,500	22.9%	68,991,500	-	12,079,833	6.9%	
SURPLUS/(DEFICIT)					\$ 2,545,576	\$ -		\$ -				

COMMENTS:

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

The Budget currently has a surplus of \$2,545,576.
The increase in Other Revenues is due to sale of cellular assets to T-Mobile

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND EXPENDITURES BY NACUBO NATURAL EXPENSE CATEGORIES

For the The Months Ended Augist 31, 2026 - 16.7% of the Fiscal Year Complete

Fiscal Year 2026-2027

	<u>Year to Date</u>	<u>Prior Year</u>	<u>Percent Change</u>	
Salaries	\$ 6,011,936	\$ 5,882,065	2.2%	1
Benefits	2,679,378	2,193,426	22.2%	2
Supplies	1,574,351	1,430,163	10.1%	3
Contractual Services and Other	1,907,949	1,677,555	13.7%	4
Utilities & Communications	322,422	333,644	-3.4%	5
Travel, Conferences & Memberships	117,302	213,926	-45.2%	6
Scholarships	305,587	349,054	-12.5%	7
	<u>\$ 12,918,925</u>	<u>\$ 12,079,833</u>	6.9%	

1 - Salaries increased due to annual compensation increases off-set by several position vacancies.

2 - Benefits increased due to annual compensation increases and payments made for our Trust Reserve catch up.

3 - Supplies increased from the prior year due to increased technology related purchases (e.g. Software/Licenses).

4 - Contractual Services increased primarily due to Rent - Equipment (AVT aircraft); Liability Insurance; and Bad Debt Expense

5 - Utilities decreased slightly due to district communications, water/sewage/garbage off-set by increases in electricity.

6 - Travel decreased primarily due to timing of conferences and memberships dues.

7 - Scholarships decreased slightly primarily due to timing of Athletics scholarships.

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

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the The Months Ended August 31, 2026 - 16.7% of the Fiscal Year Complete

Fiscal Year 2026-2027

RESTRICTED FUND

	Year-to-Date Revenues		Total Revenues	Budget	Percent of Budget
REVENUES:					
Federal Grants and Contracts	\$ 2,604,967		\$ 2,604,967	\$ 10,715,500	24.3%
State Grants and Contracts	72,554		72,554	729,600	9.9%
Private Gifts, Grants and Contracts	291,728		291,728	1,280,200	22.8%
Proposition 301 Workforce Development	362,545		362,545	1,624,500	22.3%
Proposition 207 Workforce Development	433,333		433,333	2,600,000	16.7%
State Appropriation - STEM Workforce	190,625		190,625	762,500	25.0%
Fund Balance Applied to Budget	622,317		622,317	505,200	123.2%
TOTAL REVENUES	4,578,069		4,578,069	18,217,500	25.1%

	Year-to-Date Expenditures	Total Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	Budget	Percent of Actual and Non- Labor Encumbrances to Budget
EXPENDITURES (Note 1):						
Instruction	\$ 443,337	\$ 1,520,393	\$ 1,351,166	\$ 612,564	\$ 6,045,800	10.1%
Academic Support	67,679	61,402	61,402	67,679	85,400	79.2%
Institutional Support	-	-	-	-	200,500	0.0%
Student Services	34,206	1,621	-	35,827	840,700	4.3%
Operation/Maintenance	11,299	90,797	-	102,096	-	100.0%
Scholarships	2,865,878	-	-	2,865,878	8,843,900	32.4%
Public Service	323,672	915,587	905,031	334,228	2,201,200	15.2%
TOTAL EXPENDITURES	3,746,071	2,589,800	2,317,599	4,018,272	18,217,500	22.1%
SURPLUS/(DEFICIT)				\$ 559,797		

COMMENTS:

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

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

The Budget currently has a surplus of \$559,797.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the The Months Ended August 31, 2026 - 16.7% of the Fiscal Year Complete

Fiscal Year 2026-2027

AUXILIARY FUND

	Budgeted Revenues	Budgeted Expenses	Budgeted Surplus/ (Deficit)	Actual Revenues	Actual Expenditures and Non-Labor Encumbrances	Year-to-date Surplus/ (Deficit)	FY26/27 Estimate Surplus/ (Deficit)
AUXILIARY ENTERPRISES							
Residence Halls	\$ 1,265,000	\$ 413,600	\$ 851,400	\$ 661,297	\$ 96,383	\$ 564,914	\$ 851,400
Transfer To Debt Fund to Pay Revenue Bonds	404,100	-	404,100	67,350	-	67,350	\$ 404,100
Subtotal - Residence Halls and Summer Conferences	1,669,100	413,600	1,255,500	728,647	96,383	632,264	1,255,500
Bookstore Rental and Commissions	2,000	-	2,000	-	-	-	2,000
Food Services	2,043,700	2,149,400	(105,700)	828,568	631,474	197,094	(105,700)
Vending	30,000	-	30,000	1,077	-	1,077	30,000
Employee/21+ Student Housing & Facility Rentals	1,082,100	550,400	531,700	270,108	222,345	47,763	531,700
Edventures & Community Education	47,000	60,000	(13,000)	4,235	5,617	(1,382)	(13,000)
Winery - Tasting Room	315,000	445,700	(130,700)	28,907	73,325	(44,418)	(130,700)
Family Enrichment Center	951,100	1,126,700	(175,600)	104,423	267,567	(163,144)	(175,600)
Community Events	1,135,600	1,392,300	(256,700)	113,862	462,465	(348,603)	(256,700)
Performing Arts Productions	300,000	308,100	(8,100)	130,817	130,817	-	(8,100)
SBDC (Federal Grant Match Requirement)	-	172,700	(172,700)	-	27,760	(27,760)	(172,700)
Yavapai College Foundation	621,600	621,600	-	110,997	110,997	-	-
Other Auxiliary Enterprises	470,200	447,800	22,400	48,724	30,250	18,474	22,400
General Fund Transfer In	1,427,300	-	1,427,300	237,883	-	237,883	1,427,300
Contingency	-	100,000	(100,000)	-	-	-	(100,000)
Facilities & Administrative Allocation	-	1,497,400	(1,497,400)	-	249,567	(249,567)	(1,497,400)
	\$ 10,094,700	\$ 9,285,700	\$ 809,000	\$ 2,608,248	\$ 2,308,567	\$ 299,681	\$ 809,000

Comments:

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

The Budget currently has a surplus of \$299,681.

Estimate to Budget variance for FY27 is expected to be \$0,000.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the The Months Ended August 31, 2026 - 16.7% of the Fiscal Year Complete

Fiscal Year 2026-2027

DEBT SERVICE FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>FY26/27 Budget</u>	<u>Percent of Budget</u>
REVENUES:					
Investment Income	\$ 4		\$ 4	\$ -	100.0%
General Fund Transfer In	206,200		206,200	1,237,200	16.7%
Auxiliary Fund Transfer In	67,350		67,350	404,100	16.7%
Fund Balance Applied to Budget	400		400	2,400	16.7%
TOTAL REVENUES	273,954		273,954	1,643,700	16.7%

		<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
<u>DEBT SERVICE FUND</u>							
EXPENDITURES (Note 1):							
Revenue Refunding Bonds - 2024							
Principal Payments		\$ -	\$ -	\$ -	\$ -	\$ 510,000	0.0%
Interest Payments		-	-	-	-	670,700	0.0%
Revenue Bonds - 2013					-		
Principal Payments		-	-	-	-	385,000	0.0%
Interest Payments		-	-	-	-	19,100	0.0%
Bond Premium Amortization							
Revenue Bonds - 2024		-	-	-	-	56,500	0.0%
Bank Fees		1,200	-	-	1,200	2,400	50.0%
TOTAL EXPENDITURES		1,200	-	-	1,200	1,643,700	0.1%
SURPLUS/(DEFICIT)					\$ 272,754	\$ -	

COMMENTS:

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

The Budget currently has a surplus of \$272,754 as 100% of expenses have been encumbered.

The principal is paid in June.

Estimate to Budget variance is expected to be \$0

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

**District Governing Board Budget Trends
FY's 25 - August, 2026
FY27 is 16.7% Complete**

	FY25			FY26			FY27					
	Budget	Spent	% of Budget	Budget	Spent	% of Budget	Budget	Encumbered	Spent	% of Budget Encumbered	% of Budget Spent	% of Budget Encumbered + Spent
Salary + ERE	114,334	111,793	98%	116,263	137,221	118%	119,349	80,177	19,932	67%	17%	84%
Legal Services		75,604			111,761		68,250	77,936	7,064			
Consulting Services		-			-		8,000	-	-			
Professional Services		14			3,351		500	-	-			
Contractual Services (Elections)		55,046			-		84,000	-	-			
Legal / Professional / Other Contractual	147,500	130,664	89%	80,750	115,112	143%	160,750	77,936	7,064	48%	4%	53%
Travel - In State		1,013			-		2,000	-	-			
Travel-In State Training/Conference		-			703		500	-	-			
Travel - Out Of State		-			5,428		20,000	-	762			
Travel-OutofState-Train'g/Conference		20,399			5,714		3,000	-	-			
Conference/Train'g Registration Fee		3,347			2,055		16,000	-	2,518			
Travel	41,500	24,801	60%	41,500	13,900	33%	41,500	-	3,280	0%	8%	8%
Food	7,000	5,508	79%	7,000	3,354	48%	7,000	-	-	0%	0%	0%
Dues	4,000	23	1%	4,000	-	0%	4,000	-	-	0%	0%	0%
Printing	3,000	895	30%	3,000	1,825	61%	3,000	-	166	0%	6%	6%
Supplies	3,000	2,360	79%	3,000	1,218	41%	3,000	-	38	0%	1%	1%
Phone		-			-		500	-	-			
Books		199			-		500	-	-			
Postage		341			145		-	-	-			
Internet		480			808		500	-	-			
Digital Subscription		-			16		-	-	-			
Other	2,982	3,116	104%	1,500	969	65%	1,500	-	40	0%	3%	3%
Total	323,316	279,160	86%	257,013	273,598	106%	340,099	158,114	30,519	46%	9%	55%