

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
WHITERIVER UNIFIED SCHOOL DISTRICT**

This First Amendment is entered by and between Navajo County Community College District (dba Northland Pioneer College; "College"), and Whiteriver Unified School District No. 20 ("School District") (collectively "Parties").

WHEREAS, College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), and § 15-1444(B)(4);

WHEREAS, College and School District entered into an Intergovernmental Agreement for the provision of Concurrent Enrollment Courses via video conferencing to eligible School District students for the 2020-2021 school year ("Concurrent Enrollment IGA"); and

WHEREAS, due to economic conditions arising after the Concurrent Enrollment IGA was signed, the College has amended its course offerings and tuition, media and course fees for the programs and School District desires to incorporate those changes into the Concurrent Enrollment IGA;

NOW THEREFORE, in consideration of the mutual agreements set forth, the Parties agree as follows:

1. Course Offerings. The list of courses offered by the College as available for Concurrent Enrollment in Section 6.4 and Exhibit A shall be amended to include any online course offered by the College.

2. Tuition, media and course fees. Exhibit B, Paragraph 3, "Tuition", is deleted and amended as follows:

Tuition for academic year 2020-2021 is \$79/ credit hour. Due to current economic conditions, a waiver of \$39/credit hour will be issued for all students, bringing tuition to \$40/credit hour. Further, a scholarship of \$40/credit hour will be applied for early college courses, including all courses available for concurrent enrollment, bringing tuition to \$0/credit hour. Scholarship funds will also pay any applicable course and media fees.

3. Effect of the Amendment. Except as modified by this Amendment, and only to the extent so modified, all other terms and conditions of the Concurrent Enrollment IGA will remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument, and photocopy, facsimile, electronic and other copies will have the same effect for all purposes as an ink-signed original.

5. Effective date. The Effective Date of this Amendment shall be July 1, 2020.

IN WITNESS HEREOF, the Parties sign this Agreement:

COLLEGE

Mark H Vest

Mark H Vest (Jun 17, 2020 11:48 PDT)

By: Mark Vest
Title: President

Jun 17, 2020

Date

SCHOOL DISTRICT

[Signature]

By:
Title: Superintendent

6/3/2020

Date

APPROVAL AS TO FORM

This 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.

By: Kristi Macki

Legal Counsel for College

June 8, 2020

Dated

By: [Signature]

Legal Counsel for School District

6/4/2020

Dated