

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR DUAL ENROLLMENT

This Amendment to Intergovernmental Agreement for Dual Enrollment (“**Amendment**”) is made as of the last signature date below (“**Effective Date**”) between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**College**”) and AMPHITHEATER UNIFIED SCHOOL DISTRICT (“**School District**”).

RECITALS:

- A. On July 11, 2023, College and School District entered into an Intergovernmental Agreement for Dual Enrollment, with a Term ending on June 30, 2028 (“**Agreement**”).
- B. College and School District now wish to update the terms and conditions of their dual enrollment arrangement as specified below.

NOW, THEREFORE, in consideration of mutual promises contained herein, the parties amend the Agreement follows:

- 1. **TERM.** This Amendment shall commence as of the Effective Date and remain in effect until June 30, 2028.
- 2. **EQUIPMENT.** Section 5 of the Agreement is amended by including the following new Section 5.8 as follows:

5.8 Equipment

- A. *Prior to the commencement of each new DE course delivery at the School District’s Facilities, the School and College representatives shall assess and determine that the School District has provided all equipment, tools, and supplies, including laboratory supplies and materials (collectively “Equipment”) in the quantity and quality required by the College for the corresponding DE Course at the designated Facilities.*
- B. *The School District acknowledges that no DE Course will be provided under this Agreement until the requirements of this Section 5.8 have been met.*
- C. *During the Term of this Agreement, the College designated representatives will, with prior notice and in coordination with the School District’s staff, inspect the Facilities to verify the required Equipment has been made available at the Facilities, and that such Equipment otherwise meet the safety and academic standards for the particular DE Course.*
- D. *The parties recognize that while it is the responsibility, at its own costs, of the School District to provide the Equipment, the College shall solely determine the type, quality and quantity of any such Equipment in accordance with its policies, academic guidelines and HLC standards.*

E. *From time to time, in the event the School District is unable to provide the necessary Equipment, the College may but not required to, in its sole discretion and only based on availability, supply all or parts of the required Equipment required for a DE Course from its surplus inventory and deliver it for the term of the Agreement and solely for the purpose of the delivery of the DE Course to the School District. The College reserves the right to use its existing Equipment from other College locations and move/deliver such Equipment, at its own expense, to the School District's Facilities. The College shall be solely responsible for the maintenance and repairs of such Equipment it supplies under this Agreement.*

F. *While a DE Course under this Agreement is being delivered, the School District may not remove the Equipment from the Facilities without prior written consent by the College.*

3. **FULL FORCE.** All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties' duly authorized representatives have executed this Amendment on the dates indicated below.

For College

For SCHOOL DISTRICT

**PIMA COUNTY COMMUNITY COLLEGE
DISTRICT:**

**AMPHITHEATER UNIFIED SCHOOL
DISTRICT:**

Dolores Duran-Cerda

By: Signed: 9/27/2024

By: _____

Print Name: Dolores Duran-Cerda

Print Name: _____

Title: Executive Vice Chancellor
and Provost

Title: _____

Date: _____

Date: _____

Record of Signing

For
Name
Title

Dolores Duran-Cerda

Signed on 2024-09-27 21:00:15 GMT

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DocumentID: 02xoCEaKMxyJc0fVBgliuT
SigningID: 02xoCEaKGvG1S9jOAzKPtG
Signing date: 9/27/2024
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