Intergovernmental Agreement
Between the Navajo County Community College District and
Maricopa County Community College District

The parties to this intergovernmental agreement ("Agreement") are the Maricopa County Community College District ("MCCCD") on behalf of Scottsdale Community College ("College"), and Navajo County Community College District, d.b.a. Northern Arizona University ("NPC"), both of which are political subdivisions of the State of Arizona.

Background

A. The parties are authorized to enter into this Agreement pursuant to Ariz. Rev. Stat. §§11-951 et seq. and 15-1444(B)(4).

B. Northern Arizona Vocational Institute of Technology District No. 090835 ("NAVIT") has requested that College provide dual enrollment classes to its high school students in culinary fundamentals, food service sanitation, food costing and inventory control, and culinary principles and kitchen management ("Courses").

C. Under Ariz. Rev. Stat. §15-1470, MCCCD is required to enter into an intergovernmental agreement with NPC permitting College to offer the Courses within NPC's district.

D. NPC has agreed to allow MCCCD and College to offer the Courses for the academic year of 2010-2011.

Agreement

The parties agree as follows:

1. Term; Recording. The term of this Agreement is from July 1, 2010 through June 30, 2011.

2. Responsibilities. By virtue of this Agreement, NPC authorizes MCCCD and College to provide the Courses to NAVIT students. MCCCD and College shall deliver the Courses according to Ariz. Rev. Stat. §15-1821.01 and other laws relating to dual enrollment. MCCCD and College shall not provide any other courses to NAVIT or to any other school district within Navajo County unless MCCCD obtains NPC's approval and NPC and MCCCD enter into a separate intergovernmental agreement.

3. Notices. Any notice given under this Agreement shall be sufficient if in writing and mailed to the other Party at the following addresses:

   For MCCCD/College: Dr. Maria Harper-Marinick
   Vice Chancellor of Academic and Student Affairs
   Maricopa Community Colleges
   2411 W. 14th Street
   Tempe, Az 85281

   For NPC: Dr. Jeanne Swarthout

07/21/10
4. Either party may cancel this Agreement pursuant to Arizona Revised Statutes § 38-511.

5. The parties will not be jointly financing or jointly owning property under this Agreement.

6. The parties will not be sharing any student educational records under this Agreement.

7. The parties agree to resolve any dispute that may arise under this Agreement through alternative dispute resolution measures.

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

By: Margaret E. McConnell
Assistant General Counsel

Date: 10-15-10

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

By: Dr. Jeanne Swarthout
President

Date: 9/20/10

In accordance with A.R.S. § 11-952, the foregoing Agreement has been reviewed by the undersigned attorneys, each of whom has determined that said Agreement is in proper form and is within the powers and authority granted to the public body that the attorney represents.

Signed: Richard J. Galvan
Assistant General Counsel
Maricopa Community Colleges

Signed: Kathryn A. Munro
Mangum, Wall, Stoops & Warden
Attorneys for Northland Pioneer College

07/21/10