

Memorandum of Agreement
between
Arizona Western College serving Yuma and La Paz Counties
and
The Arizona Board of Regents for and on behalf of Northern Arizona University

Preamble

Under the terms of this Memorandum of Agreement (hereafter referred to as "Agreement"), Northern Arizona University and Arizona Western College, as providers of higher education, agree to this educational collaboration designed to meet the higher education needs of the State of Arizona. Through this collaboration, both institutions seek to increase access to higher education, support a seamless transfer experience for students who attend both institutions, and increase the number of students who complete associate and bachelor degrees.

This Agreement is entered into pursuant to A.R.S. § 11 951 et. Seq., between the Arizona Board of Regents, for and on behalf of Northern Arizona University (hereinafter referred to as "NAU"), and the Arizona Western College (hereinafter referred to as "AWC").

Whereas this Agreement will supersede previous Agreement(s) or Memoranda of Understanding between NAU and AWC; and

Whereas NAU is authorized to enter into this Agreement by virtue of A.R.S. § 15-1625, and AWC is authorized to enter into this Agreement by virtue of A.R.S. § 15-1444; and

Whereas NAU and AWC wish to cooperatively and jointly provide access to associate and bachelor degree completion for the residents of Yuma and La Paz Counties through higher education collaboration; and

Whereas NAU and AWC desire to promote and utilize efficient, effective and functional education resources through pooling and sharing of common and complementary resources of each institution, while preserving and maintaining their respective institutional integrity, identity, defined mission and autonomy; and

Whereas NAU and AWC will strive to deliver jointly selected undergraduate degree programs and related student services in a cost effective manner to local residents, thereby providing affordable and accessible higher education options for the resources invested, and

Now, Therefore, NAU and AWC agree as follows:

ARTICLE I – Mission of the Collaboration

The primary mission of this educational collaboration is to provide access to associate and baccalaureate level higher education to students who want to earn an associate degree from AWC and a bachelor degree from NAU (hereinafter referred to as "2NAU").

In Yuma and La Paz Counties, AWC will provide the lower division coursework leading to the completion of an Arizona General Education Certificate (AGEC) and an associate degree, and NAU will provide upper division coursework leading to the completion of specific baccalaureate programs.

A corollary mission of this collaboration will be to use this Agreement as a vehicle to respond flexibly to changing educational needs in Yuma and La Paz Counties and to create additional educational collaborations between AWC and NAU that will provide additional opportunities for students in Yuma and La Paz Counties to obtain desired educational degrees or outcomes. New educational collaborations, or significant changes to current academic pathways, may be incorporated as Addenda to this Agreement.

ARTICLE II – Duration and Renewal

This Agreement shall become effective upon full execution of the Agreement, or on such later date as may be provided below with respect to any specific portion of this Agreement, and shall terminate on June 30, 2021, unless sooner terminated as provided herein. This Agreement may be terminated by written mutual agreement or by either party at any time upon one hundred eighty (180) days prior written notice to the other party.

If either NAU or AWC loses United States Department of Education recognized accreditation the other party has the right to terminate the Agreement retroactive to the date the accreditation was lost.

If this Agreement is terminated for any reason, NAU and AWC shall create and implement a written plan to transition existing 2NAU pathway students to NAU programs to complete their specific baccalaureate or certificate programs.

This Agreement may be renewed for one (1) additional period of five (5) years in duration through an addendum signed by NAU and AWC.

ARTICLE III – Sharing of Costs

The cost and expenses of all collaboration activities that are unique to NAU shall be funded by NAU. The cost and expenses of all collaboration activities unique to AWC shall be funded by AWC. For educational programs or activities which are shared by both institutions, authorized officials from each institution shall meet and negotiate mutually acceptable cost-sharing for those programs or activities. Both parties agree to make good faith efforts to budget funds necessary to carry out the terms of this Agreement.

ARTICLE IV – Program Management

NAU assigns the Associate Vice President and Campus Executive Officer who serves under the direction of the Provost and at the pleasure of the President of NAU to coordinate the delivery of this collaboration. This individual will work with AWC to provide efficient planning and execution for the academic programs and student services, and any future educational collaboration, undertaken by this Agreement. AWC's Chief Academic Officer will provide oversight for the programs and services provided through AWC that support this Agreement. The Director of Curriculum and Articulation for AWC will provide the direction and support for the development of articulation agreements.

Primary Points of Contact (POC) for each institution are as follows:

NAU:

Name: Michael J. Sabath, Ph.D.

Title: Associate Vice President, Campus Executive Officer, Yuma Branch Campus

Mailing Address: P.O. Box 6236 Yuma, AZ 85366-6236

Phone Number: (928) 317-6475

Name: Kathrine Yeager

Title: Associate Vice President, Educational Partnerships

Mailing Address: 15451 N. 28th Ave. Phoenix, AZ 85053

Email Address: Kathy.Yeager@nau.edu

Phone Number: (602) 298-4036

Name: Christy Farley

Title: Vice President, External Affairs and Partnerships, Governmental Affairs

Mailing Address: 15451 N. 28th Ave., Phoenix, AZ 85053

Email Address: Christy.Farley@nau.edu

Phone Number: (602) 298-4050

AWC:

Name: Elaine Groggett

Title: Director of Assessment, Program Review, Curriculum and Articulation

Mailing Address: 2020 S. Ave 8E Yuma, AZ 85365

Email Address: Elaine.groggett@azwestern.edu

Phone Number: (928) 317-6043

All official written notices (e.g., Addenda) or documents affecting the terms of this Agreement will be sent to both the mailing and email addresses listed above. Email alone is appropriate for typical communications as to the development and operation of the programs included under this Agreement. Any changes in the positions identified of persons to coordinate the delivery of the collaboration will be communicated to the other party within one (1) week of the identification of the change.

ARTICLE V – Academic Programming, Pathways, Articulation and Review

NAU and AWC will review current baccalaureate programming provided in Yuma and La Paz Counties and will develop and maintain streamlined associate to baccalaureate pathways that encourage the completion of both degrees. NAU and AWC agree to an annual review and evaluation of these program offerings and pathways.

NAU may develop and present lower division support courses needed for AWC programs only with AWC advance agreement and only when there are no equivalent courses offered by AWC.

The parties recognize the need to occasionally alter or end programs based on financial or other considerations. Both NAU and AWC will endeavor to give a one-year notice of intent to discontinue a program of study, and discuss in advance any changes to programs or pathways.

A. NAU Programming in Yuma and La Paz Counties

NAU will provide a current list of their bachelor degrees offered locally and online in an annual report that will be presented to the AWC's President.

Collaborative programs will be considered for local and online delivery to respond to the changing educational needs in Yuma and La Paz Counties. NAU will work with AWC to identify associate degree programs that can be partnered with NAU majors that can be offered locally, online or on the Flagstaff campus. In addition, NAU will determine if local or online delivery is feasible.

B. Program Articulation

Proposals for transfer articulation between AWC programs and NAU programs may be initiated by either party. Articulation recommendations will be coordinated by the NAU Associate Vice President and Campus Executive Officer and the NAU Curriculum and Assessment Coordinator in collaboration with the NAU Provost's Office, and may require the approval of the appropriate academic units at both institutions, as required by each institution. Course-to-course articulation will be managed through the AZ Transfer protocol.

C. Faculty

To further build an academic community and enhance the student experience, if there is a need for part-time faculty, both NAU and AWC will strive to employ faculty from their own or the other institution before seeking new hires. Each institution will use its own criteria to review and approve faculty to teach.

ARTICLE VI – Facility Use

NAU and AWC agree to work together to provide classroom and office space for locally delivered NAU programs. Facility needs will be reviewed on an annual basis, or more often as needed. Terms and conditions for facility agreements, or specific details regarding facility use, will be documented through a separate agreement.

ARTICLE VII – Student Services

A. Admission

Each institution shall be responsible for its own admission, registration, and tuition and fee collections.

B. 2NAU Program

NAU shall maintain a robust partnership program entitled 2NAU, which shall include specific minimum criteria for student enrollment and continuing participation. NAU shall report annually to the Vice President of Academic and Student Affairs, Vice President of Operations, and President on this criteria and it shall be displayed on NAU website.

C. Advising

1. Through the evaluation of student transcripts and the use of the "Jacks Path" tool, NAU and AWC will work together to provide guided transfer pathways that encourage AGEC and associate degree completion before transferring to NAU. Students who "opt in" will automatically be included in the reverse transfer process.
2. AWC is responsible for facilitating the reverse transfer once transcripts have been received from NAU.
3. NAU will assign NAU Student Service Coordinators to assist students with degree planning, admission, general student services and transition to NAU. Transition counseling will ideally be

provided by the NAU Student Service Coordinator in the semester prior to the term the student will transition to NAU.

D. Financial Aid

1. The NAU Student Service Coordinator will assist students with applying for financial aid through NAU when appropriate.
2. Qualified students concurrently enrolled at NAU and AWC can receive full-time financial aid assistance through a consortium agreement. Students attending both institutions will need to work closely with their advisor and the financial aid offices at both institutions.
3. Scholarships specific to transfer or 2NAU students shall be reported to the Vice President of Academic and Student Affairs, Vice President of Finance, Vice President of Operations and President annually.

ARTICLE VIII – Marketing and Outreach

Marketing and outreach strategies relative to the relationship outlined herein will be coordinated by NAU's Chief Marketing Officer and a designated AWC point-of-contact.

Marketing and outreach materials referenced in this article will be subject to approval by each institution. There is a reciprocal right and license between NAU and AWC to publish and/or use the other's logos or trademarks for limited purposes connected to the marketing of programs and services provided via this Agreement. NAU and AWC retain all right, title and interest in their respective logos and trademarks and can unilaterally withdraw this right and license at any time by providing written notice to the other party.

ARTICLE IX - Data Sharing

1. To promote and measure the success of the collaboration, NAU and AWC agree to share student data in order to encourage participation in the 2NAU collaboration, facilitate reverse transfer, analyze the enrollment pipeline from AWC to NAU, evaluate the enrollment in 2NAU program pathways, and review trends in associate and bachelor degree completion.
2. 2NAU students will be tracked at both institutions. Information will be shared on a read-only basis and will comply with FERPA and other applicable privacy regulations.
3. At the beginning of the fall and the spring terms AWC will provide NAU with its database of newly admitted students, and NAU will provide AWC with lists of students who have enrolled in the program (along with their program/major of interest) or who have transitioned to NAU.
4. As a part of the application process, students will be required to give written permission for the two institutions to share relevant information, including, but not limited to: transcripts from AWC, from NAU and from any institution the student has attended; along with GPA, grades, program of study, email and mail contact information, degree progression plans, potential enrollment dates, degrees awarded, and other such data as may be necessary to assist the student and evaluate the success of the collaboration.

ARTICLE X – Miscellaneous

A. Non-Discrimination

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704), nondiscrimination (Executive Order 11246), and affirmative action. The parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and

60-741.5(a). These regulations prohibit discrimination against qualified individuals based on status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

B. Cancellation for Conflict of Interest

The parties agree that this Agreement may be cancelled by either party within three years of its execution for conflict of interest in accordance with A.R.S. 38-511.

C. Contract Claims and Controversies

All contract claims and controversies arising under this agreement shall be resolved pursuant to Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C.

D. Cancellation for Lack of Funding

This Agreement may be cancelled by either party without any further obligation in the event that sufficient appropriated funding is unavailable to assure full performance of its terms.

E. Inspection and Audit

All books, accounts, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, NAU, AWC, and the Auditor General of the State of Arizona, or their agents, for five (5) years after termination of this Agreement.

F. Liability

NAU shall maintain adequate insurance (through the State's Risk Management Division, which is a self-insurance program) to cover any liability arising from the acts and omissions of NAU employees participating in the program. The university shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of AWC, its employees or agents.

AWC shall maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of AWC employees or agents. AWC shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of NAU employees or agents.

G. Indemnification

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnatee") 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 indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officer, officials, agents, employees, or volunteers.

H. No Third-Party Beneficiaries

No person or entity, whether or not mentioned or referred to in this Agreement, other than NAU and AWC and each party's permitted successors and assigns, shall be considered to be a third-party beneficiary of or entitled to assert any rights under this Agreement.

I. Americans with Disabilities Act and Rehabilitation Act

NAU and AWC will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.

J. No Boycotts of Israel

Pursuant to A.R.S. §§ 35-393 and 35-393.01, NAU and AWC certify that they are not currently engaged in and agree, for the duration of the Agreement, to not engage in a Boycott of Israel.

K. Addenda

Terms of this Agreement may be added, deleted or modified by mutual agreement, and must be in writing and signed by the authorized and designated representatives of each institution.

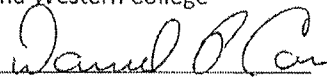
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This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the power and authority granted under the laws of the State of Arizona to the Governing Board of Arizona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

By: 
Legal Counsel for Arizona Western College

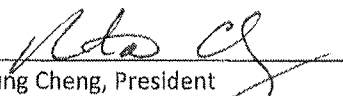
Dated: 2/4/2019

Arizona Western College

By: 
Daniel P. Corr, President

Dated: 12/20/18

Northern Arizona University

By: 
Rita Hartung Cheng, President

Dated: 1/26/19