



Center for the Future of Arizona
Beat the Odds School Leadership Academy
Memorandum of Understanding

Arizona Board of Regents for and on behalf of Northern Arizona University (hereinafter referred to as "NAU") and the Center for the Future of Arizona (hereinafter referred to as "CFA") enter into this Memorandum of Understanding (hereinafter referred to as the "MOU") that shall become effective following the execution by both parties (the "Effective Date"). The MOU establishes a pathway for Beat the Odds Leadership Academy (hereinafter referred to as "BTO") participants who complete the National Institute for School Leadership Executive Development Program (hereinafter referred to as "NISL-EDP") to earn graduate level credit at NAU which shall apply to graduate programs in the College of Education (hereinafter referred to as "COE") at NAU.

The Principles Upon Which this MOU are Based

1. Encourages BTO Academy participants to seek professional development training and credentialing to become effective PreK-12 school leaders and administrators.
2. Facilitates stronger collaboration between CFA and NAU to create leadership training that is dynamic and relevant for today's PreK-12 school leaders and administrators.
3. Creates opportunity for national collaboration in teaching, training, and professional development for PreK-12 school leaders and administrators

Credit Awarded Upon Completion of the NISL-EDP

Participants in the BTO Academy completing the NISL-EDP may earn NAU graduate level credit upon applying and being admitted to an applicable graduate program at NAU in the COE and completion of the NISL-EDP program through one of the following options: (1) earn 6 transfer credits applicable towards coursework in graduate certificate programs at COE; or (2) earn 6 transfer credits applicable towards coursework in graduate degree programs at COE.

1. At the beginning or upon completion of the BTO Academy program, Participants can apply for admission to NAU's Graduate College. Participants must meet NAU's program admission requirements to be admitted to the graduate program. Specifically, participants shall complete the following:
 - a. Participants seeking graduate credit to pursue a certificate or the graduate degree will apply for degree seeking status at NAU.
 - b. Participants seeking graduate credit must be admitted to an applicable graduate program.
 - c. Credit for completing this program will be applied as 6 transfer credits upon completion of the transfer credit petition at the time of application for graduation from the degree or certificate program at NAU (see further details in #2).
 - d. All credits including those granted as transfer credit for the NISL EDP must be earned within a six-year period.

2. After completion of all of the core curriculum requirements for the NISL-EDP as part of the BTO Academy, participants present their NISL-EDP certificate for the transfer credit petition process to the NAU Graduate College to apply such credit toward the applicable graduate program in the COE. Upon approval of the petition, the credit will appear on the participant's NAU transcript at the time of application for graduation.
3. Participants will work with an NAU advisor to enroll in NAU courses that fulfill the requirements for the programs listed in this MOU.
4. Participants who do not initially apply to an applicable graduate program at NAU to earn graduate credit within three years of completion of the BTO Academy, but later wish to receive this credit to apply to a graduate program, should contact the relevant academic department or the Graduate College at NAU for eligibility. Again, as per NAU Transfer Credit Policy, all credits including those granted for the NISL-EDP must be earned within a six-year period.

Supervision

Northern Arizona University

Educational Partnerships

Director of Strategic Partnerships

Serves as the NAU point of contact for marketing, program promotion, graduate admission, academic advising and student services, and partner relations.

COE – All Academic Departments

Academic Chairs

Supervises all items related to curriculum, academic program development and articulation, transferability of courses and the application of the NISL-EDP training to NAU coursework.

The BTO Academy

Director of Educational Leadership

Supervises all items related to this MOU on behalf of the BTO Academy.

Standard Terms and Conditions

1. The term of this MOU is five (5) years from the Effective Date and may be renewed for one (1) additional (5) year term, not to exceed a total term of ten (10) years, unless either party sends the other a written notice of non-renewal at least sixty (60) days before each one (1) year anniversary of this MOU.
 - a. Either party may terminate this MOU for convenience by giving the other party thirty (30) days prior written notice of such termination.
 - b. In the case this MOU is terminated for any reason by either party, BTO Academy Participants will no longer be eligible for the college credits awarded through this MOU. Participants currently enrolled in an applicable Graduate Program at NAU will be allowed to finish the requirements to complete these credits.
2. Neither party is allowed to use the other party's name, tradename, trademark or logos in publicity

releases or advertising without first securing prior written consent from the other party for each use. For NAU such consent shall be from the NAU Marketing Department. Upon termination of this MOU, each party shall (a) cease all use of the other party's name, tradename, trademark or logo; and (b) discard, destroy or delete any printed and electronic materials, containing the name, tradename, trademark or logo of the other party. NAU and the CFA agree that both parties may list the benefits of this MOU on their respective internal and external websites as a means of promoting the MOU.

3. This MOU shall be governed and construed according to the laws of the State of Arizona.
4. NAU shall maintain adequate insurance (through the Arizona Department of Administration 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. NAU shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of the CFA, its employees or agents.

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

5. All notices under this MOU will be in writing, addressed to the receiving party's address appearing below or to another address as that party may designate in a written notice, and will be either (a) delivered by hand; (b) made by email or facsimile; (c) sent by overnight courier; or (d) sent by registered mail, return receipt requested, postage prepaid. All notices will be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party; (ii) if made by email or facsimile, at the time of receipt thereof, as evidenced by appropriate receipts such as facsimile confirmation of delivery print-outs, or similar documentation; (iii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service; or (iv) if sent by registered mail, on the fifth business day following the day such mailing is made.

To:
Northern Arizona University
College of Education
P.O. Box 5774
Flagstaff, AZ 86011-5774
Attn: Dr. Ramona Mellott, Dean

Copy to:
Northern Arizona University
Contracts and Purchasing Services
PO Box 4124
Flagstaff AZ 86001

To:
Center for the Future of Arizona
President and Chief Executive Officer
41 East Van Buren, Suite B-5
Phoenix, AZ 85004
Attn: Dr. Sybil Francis


To the extent required by Arizona Revised Statutes ("A.R.S.") §35-214, the CFA agrees to retain all records relating to this MOU. The CFA further agrees to make those records available at all reasonable times for inspection and audit by NAU or the Auditor General of the State of Arizona during the term of this MOU and for a period of five (5) years after the completion of this MOU. The records shall be provided at Northern Arizona University, Flagstaff, Arizona, or another location designated by NAU upon reasonable notice to the CFA.

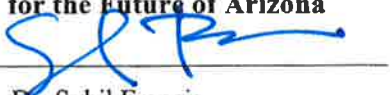
6. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.
7. NAU's participation in this MOU is subject to A.R.S. §38-511 which provides that this MOU may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU on behalf of NAU is, at any time while this MOU, or any extension thereof, is in effect, an employee or agent of the other party to this MOU in any capacity or a consultant to the other party with respect to the subject matter of this MOU.
8. Pursuant to A.R.S. §12-1518, the parties acknowledge and agree that they may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this MOU if required by A.R.S. §12-133.
9. NAU and the CFA recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). The CFA agrees to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and consent from NAU or as otherwise provided by law.
10. Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this MOU is limited to the BTO Academy contemplated herein. Neither party shall make any representations stating or implying that the parties engage in broader transactions or that a party is otherwise associated with the other without first obtaining express written permission from the other party.
11. Any other provision of this MOU to the contrary notwithstanding the parties acknowledge that NAU is a public institution, and as such is subject to Arizona Public Record laws A.R.S. §§ 39-121 et. seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona Public Record laws.
12. If NAU's performance under this MOU depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then NAU may provide written notice of this to the CFA and cancel this MOU without further obligation of NAU. Appropriation is a legislative act and is beyond the control of NAU.
13. If any section, paragraph, subdivision, clause, sentence or phrase of this MOU shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of the MOU. If any provision of this MOU contains an ambiguity, which may be construed as either valid or invalid, the valid construction shall prevail.
14. This MOU constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.

15. Any changes or modifications to this MOU shall be accomplished only by written amendment to this MOU executed by the duly authorized representatives of the parties.
16. Neither party shall have the right to assign its rights or obligations under this Agreement without the prior written consent of the other party.
17. Pursuant to A.R.S. §§ 35-393 and 35-393.01, CFA certifies that it is not currently engaged in and agrees, for the duration of the MOU, to not engage in a Boycott of Israel.

IN WITNESS WHEREOF, the MOU has been executed as of the Effective Date.

Arizona Board of Regents for and on behalf of Northern Arizona University

BY: 
NAME: Dr. Rita Hartung Cheng
TITLE: President
DATE: 4/2/19

Center for the Future of Arizona
BY: 
NAME: Dr. Sybil Francis
TITLE: President and CEO
DATE: 4/12/19

