

Memorandum of Agreement

between

The Graham County Community College District dba Eastern Arizona College in Graham County

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 the Graham County Community College District dba Eastern Arizona 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 Graham County Community College District dba Eastern Arizona College in Graham County (hereinafter referred to as "EAC").

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

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

Whereas NAU and EAC wish to cooperatively and jointly provide access to associate and bachelor degree completion for the residents of Graham County through higher education collaboration; and

Whereas NAU and EAC 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 EAC 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 EAC 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 EAC and a bachelor degree from NAU.

In Graham County, EAC will provide the lower division coursework leading to the completion of an Arizona General Education Certificate (AGEC) and or 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 Graham County and to create additional educational collaborations between EAC and NAU that will provide additional opportunities for Graham County students 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, 2026, 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 EAC 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 EAC shall create and implement a written plan to transition existing 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 EAC.

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 EAC shall be funded by EAC. 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 Provost, and Director of Educational Partnerships to coordinate the delivery of this collaboration. These individuals will work with EAC to provide efficient planning and execution for the academic programs and student services, and any future educational collaboration, undertaken by this Agreement. The Associate Vice Provost, and the Director of Educational Partnerships serve under the direction of the Vice Provost & Dean of Online & Innovative Educational Initiatives. The Vice President of Academic and Student Affairs and Vice President of Administration for EAC will provide oversight for the programs and services provided through EAC that support this Agreement. The Vice



President of Academic and Student Affairs for EAC 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: Dr. Kathy Yeager
Title: Associate Vice Provost, Educational Partnerships
Mailing Address: 9000 E. Chaparral Road, Scottsdale, AZ 85256
Email Address: Kathy.Yeager@nau.edu
Phone Number: (602) 298-4036

Name: Dr. Gayla Stoner
Title: Vice Provost and Dean of Online and Innovative Educational Initiatives
Mailing Address: PO Box 4117, 1900 S. Knoles Drive, Building 51, Flagstaff, AZ 86011
Email Address: Gayla.Stoner@nau.edu
Phone Number: (928) 523-7456

EAC:

Name: Dr. Susan Wood
Title: Vice President of Academic and Student Affairs
Mailing Address: 615 N. Stadium Avenue, Thatcher, AZ 85552
Email Address: Susan.Wood@eac.edu
Phone Number: (928) 428-8261

Name: Heston Welker
Title: Vice President of Administration
Mailing Address: 615 N. Stadium Avenue, Thatcher, AZ 85552
Email Address: Heston.Welker@eac.edu
Phone Number: (928) 428-8201

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 EAC will review current baccalaureate programming provided in Graham County and will develop and maintain streamlined associate to baccalaureate pathways that encourage the completion of both degrees. NAU and EAC agree to an annual review and evaluation of these program offerings and pathways.

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

The parties recognize the need to occasionally alter or end programs based on financial or other considerations. Both NAU and EAC 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 Graham County

NAU will provide a current list of their bachelor degrees offered locally and online in an annual report that will be presented to the Vice President of Academic and Student Affairs, Vice President of Operations, and President.

Collaborative programs will be considered for local and online delivery to respond to the changing educational needs in Graham County. NAU will work with EAC 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 EAC programs and NAU programs may be initiated by either party. Articulation recommendations will be coordinated by the NAU Associate Vice Provost for Educational Partnerships and the NAU Associate Vice Provost for Curriculum, Assessment and Accreditation 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 EAC 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 EAC 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. NAU Transfer Program

NAU shall maintain a robust transfer program, which provides a clear pathway to NAU bachelor degree completion. NAU shall report annually to the Vice President of Academic Student Affairs, Vice President of Operations, and President on participation numbers.

C. Advising

1. Through the evaluation of student transcripts and the use of the "Jacks Path" tool, NAU and EAC 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. EAC is responsible for facilitating the reverse transfer once transcripts have been received from NAU.
3. NAU will assign NAU Enrollment Management Coordinators to assist students with degree planning, admission, general student services and transition to NAU. Transition counseling will ideally be provided by the NAU Enrollment Management Coordinator in the semester prior to the term the student will transition to NAU.

D. Financial Aid

1. The NAU Enrollment Management Coordinator will assist students with applying for financial aid through NAU when appropriate.
2. Qualified students concurrently enrolled at NAU and EAC 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 program students shall be reported to the Vice President for Academic and Student Affairs, Vice President of Finance, Vice President of Operations and the President annually.

ARTICLE VIII – Marketing and Outreach

The assigned Enrollment Management Coordinator will serve as the first NAU point of contact for EAC students. The NAU Enrollment Management Coordinator is also expected to work closely with the EAC Advisement Team to keep each other informed about changes to existing programs, new programs and or any relevant updates. All recruitment activities will be coordinated between the Enrollment Management Coordinator/Enrollment Management Manager and the EAC Advisement Team as well as appropriate EAC faculty. To increase awareness and visibility of NAU programming, in-person and virtual recruitment activities can include but are not limited to the following: Classroom Presentations, Information Sessions, Club Presentations, and Transfer Fairs.

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 EAC 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 EAC 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 EAC agree to share student data in order to encourage participation in the transfer program, facilitate reverse transfer, analyze the enrollment pipeline from EAC to NAU, evaluate the enrollment in the transfer program, and review trends in associate and bachelor degree completion.
 - a) NAU will annually share transfer data that includes the number of students from EAC who transferred to NAU, which campus, which major was chosen, and broad demographics.
 - b) EAC will annually share program enrollment numbers to identify any additional program partnering opportunities.

- c) EAC will provide new student data each fall (fall data to include summer) and spring semesters through a secure data sharing site. This data will need to be uploaded by September 15th and February 15th each year. A maximum of three (3) communications will be sent to EAC new students:
 - i) A mailed letter to the student's home address inviting them to join the transfer program;
 - ii) An email (same content in hard-copy letter) sent fourteen days later to the student's email address;
 - iii) If no response to the letter or email a follow up email will be sent another fourteen days later. NAU will provide a copy of the transfer program letter invitation, email invitation, and email reminder to EAC.
 - d) NAU will provide EAC with the transfer program student report.
- 2) Transfer 2NAU program students will be coded and tracked in the information management systems at both institutions. Information will be shared on a read-only basis and will comply with FERPA and other applicable privacy regulations.

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), including the Americans with Disabilities Act, 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, EAC, 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. NAU shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of EAC, its employees or agents.

EAC shall maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of EAC employees or agents. EAC 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 "indemnitee") 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 indemnitee, 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 EAC 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 EAC will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.

J. Addenda

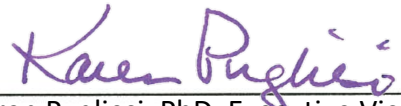
Terms of this Agreement may be added, deleted or modified by mutual agreement, and must be in writing and signed by the authorized and designated representatives of each institution.

EAC

By: 

Dated: 12/6/2021

NAU

By: 
Karen Pugliesi, PhD, Executive Vice President
and University Provost

Dated: 06/30/2022