

**Memorandum of Agreement
between
Glendale Community College
and
the Arizona Board of Regents for and on behalf of
Northern Arizona University**

This Memorandum of Agreement (hereafter referred to as “Agreement”) by and between the Arizona Board of Regents for and on behalf of Northern Arizona University (“NAU”) and Glendale Community College (“College”), as providers of higher education, for an educational collaboration designed 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.

RECITALS

WHEREAS, the parties wish to cooperatively and jointly provide access to associate and baccalaureate level higher education to students who want to earn an associate degree from College and a bachelor degree from NAU (hereinafter referred to as “CA2NAU”); and

WHEREAS, the parties desire to promote and utilize efficient, effective, and functional education resources through pooling and sharing of common and complementary resources of each party, while preserving and maintaining the respective institutional integrity, identity, defined mission and autonomy of the individual institutions; and

WHEREAS, in California, College will provide the lower division coursework that may lead to the completion of an associate degree, Intersegmental General Education Transfer Curriculum (IGETC), or California State University General Education package, and NAU will provide upper division coursework leading to the completion of baccalaureate programs; and

WHEREAS, a corollary mission of this collaboration will be to use this Agreement as a vehicle to respond flexibly to changing educational needs in California and to create additional educational collaborations between College and NAU that will provide additional opportunities for California 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.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

ARTICLE I – PURPOSE OF THE COLLABORATION

The purpose of this educational collaboration is to provide access to associate and baccalaureate level higher education to students who are currently receiving a post-secondary education through academic pathways, program articulation, student services, marketing, and outreach.

ARTICLE II – TERM, TERMINATION AND RENEWAL

This Agreement shall be in effective for five (5) years unless a lesser time-period is stated herein. The effective date of this Agreement will be June 1, 2024 and shall end on May 31, 2029, unless sooner terminated as provided herein, and may be renewed, revised, or modified by a written addendum signed by both parties. The parties agree that either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice, which may include electronic mail with delivery receipt, to the other party.

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

If this Agreement is terminated for any reason, the parties shall create and implement a written plan to transition existing CA2NAU 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 both parties.

ARTICLE III - COSTS AND EXPENSES

The cost and expenses of all collaboration activities that are specific to each party shall be funded by each party. For educational programs or activities which are shared by both parties, authorized officials from each party shall meet and negotiate mutually acceptable cost-sharing for those programs or activities which will be defined in separate addenda entered into between the parties. Both parties agree to make good faith efforts to budget funds necessary to carry out the terms of this Agreement. This Agreement does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein.

ARTICLE IV - PROGRAM MANAGEMENT POINT OF CONTACTS

The parties shall appoint a lead point of contact for program management of this Agreement to coordinate the delivery of this educational collaboration and provide such information to the other party within one (1) month from the execution of this Agreement. These individuals will work with the other party to provide efficient planning and execution for the academic programs, oversight, direction, student services, articulation, and any future educational collaboration, undertaken by this Agreement.

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 PATHWAYS, REVIEW, AND ARTICULATION

Program Pathways and Review

The parties will review current academic pathways provided by both parties to develop and maintain streamlined associate and baccalaureate pathways that encourage the completion of such degrees. The parties agree to an annual review and evaluation of these program offerings and pathways.

The parties recognize the need to occasionally alter or end programs based on financial or other considerations. Both parties will endeavor to give a one (1) year notice of intent to discontinue a program of study, and discuss in advance any changes to programs or pathways affected by this Agreement.

Program Articulation

Proposals for transfer articulation between College programs and NAU programs may be initiated by either party. Articulation recommendations will be coordinated by the NAU Vice Provost for Academic and Workforce Alliances 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.

ARTICLE VI - STUDENT SERVICES

A. Admission

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

B. CA2NAU Program

NAU shall maintain a robust transfer program entitled CA2NAU, which shall include specific minimum criteria and a clear pathway to NAU baccalaureate degree completion for student enrollment and continuing participation. NAU shall report annually to the Vice President of Enrollment Management, Senior Vice President of University Finance and Business Services, and NAU President on this criteria and it shall be displayed on the NAU website.

C. Advising

Through the evaluation of student transcripts and the use of NAU's Transfer Pathways pages and "Jacks Path" tool, the parties will work together to provide guided transfer pathways that encourage general education and associate degree completion before transferring to NAU.

NAU will assign 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

Students attending both institutions will need to work closely with their advisor and the financial aid offices at both institutions.

ARTICLE VII - 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 College point-of-contact.

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

ARTICLE VIII - FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Student educational records are protected by the United States Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and its implementing regulations ("FERPA"). The parties will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the other party or as otherwise provided by law. If this Agreement requires or permits either party to access or release any student records, then, for the purpose of this Agreement only, such party shall designate the other party as a "school official" for such party under FERPA, as that term is used in FERPA.

ARTICLE IX - DATA SHARING

To promote and measure the success of the collaboration, the parties agree to share student data in order to encourage participation in the CA2NAU collaboration, analyze the enrollment pipeline from College to NAU, evaluate the enrollment in CA2NAU program pathways, and review trends in associate and bachelor degree completion.

NAU will endeavor to track CA2NAU students through its NAU sign-up process and will collaborate with College to confirm relevant information to assist with tracking and follow-up. Information will be shared on a read-only basis and will comply with FERPA and other applicable privacy regulations.

At the beginning of the fall and the spring terms, College will provide NAU with its database of newly admitted students and/or will communicate to newly admitted students about the CA2NAU program through bulletins or similar communications including making College students aware of information sessions offered by NAU staff, and NAU will provide College with lists of students who have enrolled in the program (along with their program/major of interest) or who have transitioned to NAU.

As a part of the NAU sign-up process, students will give written permission to share relevant information, including, but not limited to: transcripts from College, 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 – NOTICES

All official written notices (e.g., addenda or documents affecting the terms of this Agreement) will be in writing and will be sent via registered or certified mail, overnight courier, or email with delivery receipt, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one (1) business day after delivery to the courier, (iii) if sent by email, when received. Notices shall be sent to a party at the address listed on the signature line with a copy to Northern Arizona University, Contracts, Purchasing and Risk Management, PO Box 4124, 545 E. Pine Knoll Dr., Flagstaff, AZ 86011, NAU-Contracts@nau.edu.

ARTICLE XI – COUNTERPARTS

This Agreement may be signed in counterparts. Each counterpart will constitute an original document and these counterparts taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by electronic means shall be deemed to be original signatures for all purposes.

ARTICLE XII - 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, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

B. Cancellation for Conflict of Interest

The parties agree that this Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of NAU is, at any time while this Agreement or any extension thereof, is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of the Agreement.

C. Disputes

The parties agree to work cooperatively and in good faith to resolve any disputes that may arise under this Agreement.

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 not available to assure full performance of its terms.

E. Insurance and Liability

Each party shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the acts and omissions of the party, its employees or agents. Each party shall be responsible for liability due to an act or omission of its employees or agents under this Agreement. Nothing in this Agreement shall be construed to modify, alter, or amend the authorities, duties, responsibilities, or obligations of either party under applicable law.

F. Indemnification

Neither party to this Agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provided for either a right to indemnify and/or a right to contribution to any party to this Agreement, then the right to pursue one or both of these remedies is reserved.

G. No Third-Party Beneficiaries

No person or entity, whether or not mentioned or referred to in this Agreement, other than NAU and College 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.

H. Americans with Disabilities Act and Rehabilitation Act

The parties will comply with all applicable provisions of the Americans with Disabilities Act in a manner consistent with the Web Accessibility Initiative Web Content Accessibility 2.1 AA Guidelines (WCAG), the Rehabilitation Act, and all applicable federal regulations.

I. Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent ("force majeure event"), including but not limited to acts of God, war, civil disturbance, terrorism, disaster, fire, earthquakes, hurricanes, known or suspected threats of illness, epidemics, pandemics, or government regulation. This Agreement may be terminated without further obligation or penalty of either party upon written notice from the affected party to the other party of such force majeure event.

J. Relationship of the Parties

Each party is independent of the other party. This Agreement does not create a partnership, joint venture, or agency relationship between the parties of any kind or nature. Under no circumstances will any employees of one party be deemed the employees of the other party for any purpose. Each party acknowledges that it is solely and completely responsible for its own employees with regard to federal, state, or local tax withholding and other tax obligations, workers' compensation, social security, unemployment insurance, and occupational safety and health administration requirements, and other federal, state, and local laws.

K. Entire Agreement

This Agreement 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. This Agreement may not be modified or amended except by written instrument signed by the authorized representatives of each party.

(signature page to follow)

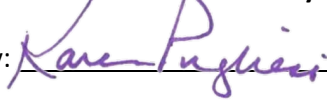
IN WITNESS WHEREOF, the parties hereto have read and agree to the terms and conditions herein and have executed this Agreement, by the authorized signatories of its respective entity, as of the day and date first written above.

Glendale Community College

By: 
Printed Name: Alen R. Andriassian
Title: Vice President of Student Services
Date: 9/25/2024

Address: 1500 N. Verdugo Road
Glendale Ca 91208
Email: aandrias@glendale.edu

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

By: 
Printed Name: Karen Pugliesi, PhD
Title: Executive Vice President/University Provost
Date: 10/3/2024

PO Box 4120, 1900 S. Knoles Dr.
Address: Flagstaff, AZ 86011
Email: Partnerships@nau.edu