

**ARIZONA ATTAINMENT ALLIANCE
AZ AHEAD
MEMORANDUM OF AGREEMENT**

This **MEMORANDUM OF AGREEMENT** (hereafter "MOA") dated July 1, 2024 by and between the **ARIZONA BOARD OF REGENTS** for and on behalf of **NORTHERN ARIZONA UNIVERSITY** (hereafter "NAU") and **MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT** (hereafter "College"), each a "Party" and collectively the "Parties," is to permit the Parties to participate in, sponsor, conduct and/or administer the cooperative initiative detailed herein to maximize each Party's resources and expertise to increase educational attainment and student success by strengthening the statewide postsecondary ecosystem through this collaborative endeavor.

RECITALS

1. WHEREAS, the Arizona Attainment Alliance (A++) was formed in September 2022 and the Parties entered into an Intergovernmental Agreement titled "Arizona Attainment Alliance" dated May 8, 2024 ("IGA"); and
2. WHEREAS, the IGA permits the Parties to enter into memorandum of agreements for cooperative initiatives; and
3. WHEREAS, the Parties will work collaboratively, as providers of higher education or advanced skills and training, 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 certificate, associate, baccalaureate, master and doctoral degrees; and
4. WHEREAS, the Parties wish to cooperatively and jointly provide access to certificate, associate, baccalaureate, master, and doctoral degree completion for the students of College through higher education collaboration; and
5. 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 institutions integrity, identity, defined mission and autonomy of the individual institutions; and
6. WHEREAS, the Parties will strive to deliver jointly selected programs and related student services in a cost effective manner to local residents, thereby providing affordable and accessible post-secondary education options for the resources invested.

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

ARTICLE 1 – AUTHORITY AND LAWS

1. This MOA and all claims arising out of or relating to this MOA shall be governed exclusively by the laws of the State of Arizona.
2. The terms and conditions of the IGA shall govern this MOA and are incorporated herein by reference.

ARTICLE 2 – TERM AND TERMINATION

1. The effective date of this MOA will be July 1, 2024 and will end on June 30, 2028 unless otherwise terminated as provided herein, and may be renewed, revised, or modified by a written addendum signed by both Parties.
2. If either Party loses United States Department of Administration recognized accreditation, the other Party has the right to terminate this MOA retroactive to the date the accreditation was lost.
3. Any Party may terminate its participation in this MOA, in whole or in part, with or without cause, upon ninety (90) days' written notice to the other Party, provided however, that services contemplated hereunder shall continue throughout a semester if termination occurs mid-semester.
4. This MOA will terminate upon termination of the IGA.

ARTICLE 3 – PURPOSE

The Parties will work collaboratively, as providers of higher education or advanced skills and training, for an educational collaboration designed to increase access to higher education, support a seamless articulation and transfer experience for students who attend both institutions, and increase the number of students who complete certificate, associate, baccalaureate, master and doctoral degrees.

ARTICLE 4 – COSTS AND EXPENSES

Each Party to this MOA shall be responsible for each Party's own cost for performance of its respective obligations. The Parties do not currently anticipate the need for a budget but will create one should the need arise.

ARTICLE 5 – PROGRAM MANAGEMENT POINT OF CONTACTS

The Parties shall appoint a lead point of contact for program management of each program completed under this MOA to coordinate the delivery of this educational collaboration and provide such information to the other Party within one (1) month from the establishment of a program under this MOA. These individuals will work with the other Party to provide oversight, planning, support, direction, and execution for the academic programs, admission, student services, articulation, transfer, and any future educational collaboration, undertaken by this MOA.

Email alone is appropriate for typical communications as to the development and operation of the programs included under this MOA. 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 6 – ACADEMIC PROGRAMMING, PATHWAYS, ARTICULATION AND REVIEW

The Parties will review current academic programming provided by both Parties to develop and maintain streamlined certification, associate, baccalaureate, masters, and doctoral pathways that

encourage the completion of such certifications or degrees. The Parties agree to an annual review and evaluation of these program offerings and pathways.

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

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 MOA.

1. NAU Programming

NAU will provide a current list of its certificate, associate, baccalaureate, master, and doctoral degrees offered locally and online in an annual report. Collaborative programs will be considered for local and online delivery to respond to the changing educational needs of the Parties. NAU will work with College to identify programs that can be connected 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.

2. 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 Alliance 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 through evaluation of student transcripts and use of NAU's Transfer Pathways pages and the "Jacks Path" tool. The Parties will work together to provide a guided transfer pathway that encourages certificate or 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.

ARTICLE 7 – STUDENT SERVICES

1. Admission

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

2. NAU Transfer Program

NAU shall maintain a robust transfer program, which provides a clear pathway to NAU certificate, associate, baccalaureate, master, or doctoral degree completion.

3. Financial Aid

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

ARTICLE 8 – MARKETING AND OUTREACH

The assigned Enrollment Management Coordinator will serve as the first NAU point of contact for College students. The NAU Enrollment Management Coordinator is also expected to work closely with College's advisement team to keep each Party informed about changes to existing programs, new programs, and/or any relevant updates. All recruitment activities will be coordinated between NAU's Enrollment Management Coordinator/Enrollment Management Manager and the College's advisement team, as well as appropriate College 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 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 MOA. 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 9 - 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 MOA requires or permits either Party to access or release any student records, then, for the purpose of this MOA 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 10 - DATA SHARING

1. To promote and measure the success of the collaboration, the Parties agree to share student data in order to encourage participation in the transfer program, analyze the enrollment pipeline from College to NAU, evaluate the enrollment in the transfer program, and review trends in certificate, associate, baccalaureate, master and doctoral degree completion.
2. Transfer to NAU for 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 11 – NOTICES

All official written notices (e.g., addenda or documents affecting the provisions of this MOA) will be in accordance with the Notices section in the IGA.

ARTICLE 12 – COUNTERPARTS

This MOA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

ARTICLE 13 – ENTIRE AGREEMENT

This MOA represents the entire agreement and understanding of the Parties with regards to the subject matter of this MOA and supersedes any prior written or verbal agreements between the Parties. All amendments or modifications of this MOA shall be in writing and approved by the Parties.

IN WITNESS WHEREOF, the Parties hereto have read and agree to the terms and conditions herein and have executed this MOA as of the date listed above.

ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY

Signature: *Karen Pugliesi*

Name: Karen Pugliesi, PhD

Title: Executive Vice President and University Provost

Date: 12/10/2024

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

Signature: *Kimberly B. Granio*
Kimberly B. Granio (Dec 9, 2024 14:51 MST)

Name: Kimberly B. Granio

Title: Vice Chancellor, Business Services/CFO

Date: 12/09/2024

Signature: _____

Name: _____

Title: _____

Date: _____

Reviewed and Approved
by Legal

James H. Curtin

James H. Curtin
Senior Associate
General Counsel
MCCCD