



**Memorandum of Agreement
between
East Valley Institute of Technology
and
the Arizona Board of Regents for and on behalf of
Northern Arizona University**

This Memorandum of Agreement ("Agreement") by and between the Arizona Board of Regents for and on behalf of Northern Arizona University ("NAU") and East Valley Institute of Technology ("College"), as providers of higher education or advanced skills and training, for an educational collaboration designed to increase access to higher education, support a seamless enrollment experience for students who attend both institutions, and increase the number of students who complete certificate and baccalaureate degrees.

RECITALS

WHEREAS, the parties wish to cooperatively and jointly provide access to certificate and baccalaureate degree completion for the students of College through higher education collaboration; 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, 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.

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 certificate and baccalaureate level higher education to students who are currently receiving a post-secondary education through academic programing, pathways, student services, marketing, and outreach.

ARTICLE II – TERM, TERMINATION AND RENEWAL

This Agreement will be in effective for five (5) years unless a lesser time-period is stated herein. The effective date of this Agreement will be May 1, 2024 and will end on April 30, 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 pathway students to NAU programs to complete their specific certificate or baccalaureate program.

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 oversight, planning, support, direction, and execution for the academic programs, student services, 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 PROGRAMMING, PATHWAYS, AND REVIEW

The parties will review current academic programming provided by both parties to develop and maintain streamlined certification and baccalaureate 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 Agreement.

NAU Programming

NAU will provide a current list of its certificate and baccalaureate 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.

ARTICLE VI – STUDENT SERVICES

A. Admission

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

B. Advising

1. Through the evaluation of student transcripts, the parties will work together to provide guided pathways that encourage associate degree completion before enrolling at NAU.
2. 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.

C. 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

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, and Club Presentations.

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

- 1) To promote and measure the success of the collaboration, the parties agree to share student data in order to encourage participation in this program, analyze the enrollment pipeline from College to NAU, evaluate the enrollment in this program, and review trends in certificate, associate, and baccalaureate degree completion.
 - a) College will annually share program enrollment numbers to identify any additional program collaboration opportunities.
 - b) College 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 College's new students:
 - i) A mailed letter to the student's home address inviting them to join the 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 program letter invitation, email invitation, and email reminder to College.
 - c) NAU will provide College with the program student report.
- 2) Enrollment 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 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. Nondiscrimination

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 either party is, at any time while this Agreement, or any extension thereof, is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.

C. 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.

D. 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.

E. Disputes

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

F. 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.

G. 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 2.1AA Guidelines (WCAG), the Rehabilitation Act, and all applicable federal regulations.

H. 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.

I. 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.

J. Governing Law

This Agreement and all claims out of or relating to this Agreement shall be governed exclusively by the laws of the State of Arizona, the courts of which shall have jurisdiction over its subject matter.

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.

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.

EAST VALLEY INSTITUTE OF TECHNOLOGY

 5/2/2024

Signature Date

Chad Wilson, Ed.D.

Printed Name

Superintendent

Title

1601 W. Main Street
Mesa, AZ 85201

Address

cwilson@evit.edu

Email

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

 5/2/2024

Signature Date

Karen Pugliesi, PhD

Printed Name

Executive Vice President and University Provost

Title

PO Box 4120, 1900 S. Knoles Dr.
Flagstaff, AZ 86011

Address

Partnerships@nau.edu

Email