MEMORANDUM OF UNDERSTANDING

between

The Pima Community College Board of Governors

and

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

Preamble

Northern Arizona University, hereinafter referred to as “NAU” or the “University”, has a long history of serving Pima County, starting with a small number of undergraduate classes and programs taught by full and part-time faculty located in Tucson. Starting in the late 1990’s NAU began to offer a baccalaureate completion program in Hotel and Restaurant Management and Interdisciplinary Studies. Since the Arizona Board of Regents’, hereinafter referred to as “ABOR”, Changing Directions initiative in 2003 eliminated geographic service areas, NAU has started baccalaureate completion programs in elementary and special education, business, nursing, public management, and the criminal justice field (Justice Systems Policy and Planning, Criminal Justice, Criminology and Criminal Justice).

Serving Pima County is especially important to NAU because of the County’s importance to the State, the County’s and State’s need for higher education services, and the potential to increase the number of residents with a college or university degree. The Pima County Community College District, hereinafter referred to as “Pima College”, and NAU have a long standing collaborative relationship of serving students in Pima County and the parties value that relationship.

This Memorandum of Understanding, hereinafter referred to as “MOU”, establishes a joint admission program between Pima College and NAU, intended to increase the awarding of bachelor’s degrees in the State of Arizona.

THIS AGREEMENT is entered into pursuant to A.R.S. 11-951 et seq., between ABOR, for and on behalf of NAU and the Pima County Community College District Board of Governors, hereinafter referred to as “PIMA”, for and on behalf of Pima College;

WHEREAS NAU is authorized to enter into this MOU by virtue of A.R.S. 15-1625, and PIMA is authorized to enter into this MOU by virtue of A.R.S. 15-1444; and,

WHEREAS NAU and PIMA wish to cooperatively and jointly provide local access to all levels of higher education for the residents of Pima County through the higher education collaborative described in this MOU, which shall be referred to as PIMA2NAU; and,

WHEREAS NAU and PIMA desire to promote and utilize efficient, effective, functional, and available education resources through pooling and sharing of common and complementary resources of each institution, while preserving and maintaining their respective institutional integrity, identify, defined
mission, and autonomy of each institution; and,

WHEREAS NAU and PIMA will strive to deliver jointly selected programs of higher education instruction and education-related services in a cost effective manner, thereby providing a better educational value for the resources invested; and,

WHEREAS NAU and PIMA wish to provide, whenever possible, choices to students each semester as to which institution to attend;

NOW, THEREFORE, PIMA and NAU agree as follows:

ARTICLE I – PIMA2NAU OBJECTIVES AND GOALS

The objective of this educational collaboration is to provide joint access to all levels of higher education to Pima County residents who want to earn a baccalaureate degree from NAU. Pima College will provide the lower division coursework which can lead to the completion of associate programs and NAU will provide upper division, lower division if needed, and graduate coursework leading to completion of certain baccalaureate, graduate and certificate programs. The purpose of this MOU is to define the provision of academic and student services, facilities use, and access to services and facilities.

A. PIMA2NAU OBJECTIVES

PIMA and NAU agree on the following objectives of the PIMA2NAU Program:

1. Provide consistent and thorough outreach and student service support to high school students and other residents of Pima County considering higher education through a seamless transition from Pima College to NAU.
2. Inspire high school students and Pima County residents to attend Pima College, and to pursue an associate's degree through Pima College, if that meets the students' educational goals, as the first step towards earning a baccalaureate degree.
3. Provide tailored, intensive advising to Pima College students that will put them on a path towards earning a baccalaureate degree from NAU, whether offered locally in Tucson, online, or at NAU in Flagstaff.

B. PIMA2NAU GOALS

PIMA and NAU agree on the following goals which form the basis of the PIMA2NAU program:

1. Expand the current model of collaboration involving Pima College and NAU that focuses on student success as its core value.
2. Increase the awareness of bachelor's degree pathways available to Pima County residents.
3. Increase the number of baccalaureate degrees awarded by NAU.
ARTICLE II - DURATION AND RENEWAL

This MOU shall become effective on April 7, 2011 and shall terminate on June 30, 2016, unless sooner terminated by mutual agreement or upon at least one (1) year prior notice by either Party. If this MOU is terminated early, each Party will make provisions for students currently enrolled in the PIMA2NAU Program to complete the degree for which the student is matriculated. This MOU may be renewed for unlimited additional five (5) year periods if approved by both NAU and PIMA.

ARTICLE III - SHARING OF COSTS

The costs and expenses of all PIMA2NAU activities that are unique to NAU shall be funded by NAU. The costs and expenses of all PIMA2NAU activities unique to Pima College shall be funded by PIMA. For educational activities which are shared by both institutions (e.g., lower division courses or programs that involve shared faculty, facilities or other resources), authorized officials from each institution shall meet and negotiate mutually acceptable and cost-efficient budgets that represent proportionate cost-sharing for those programs or activities. Both parties agree to make good faith efforts to budget funds reasonably necessary to carry out the terms of this MOU.

ARTICLE IV - PIMA2NAU PROGRAM MANAGEMENT

The NAU Extended Campuses Associate Vice President and Associate Dean for Urban Programs are responsible for the direction and operation of PIMA2NAU on behalf of NAU. They will work with Pima College representatives to provide efficient articulation of the academic programs and student services undertaken pursuant to this MOU. The Extended Campuses Associate Vice President and Associate Dean serve under the direction of the NAU Senior Vice President for Extended Programs, and at the pleasure of the President of NAU. The Provost and Executive Vice Chancellor for Pima College will provide oversight for the programs and services provided through Pima College that are undertaken pursuant to this MOU. The Director of Curriculum and Articulation for Pima College will provide the direction and support for the development of articulation agreements.

ARTICLE V - ADMISSION, ADVISING, REGISTRATION AND FEES

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

A. STUDENT ELIGIBILITY/CONTINUED ELIGIBILITY

 Students are eligible for participation in PIMA2NAU if they meet all of the following criteria:
1. Incoming freshmen enrolled at Pima College for a minimum of six credit hours, applicable to a bachelor’s degree, who have not previously graduated from NAU and are not former NAU students on academic probation or suspension. An incoming freshman is defined as a student with 30 or fewer credit hours applicable to a bachelor’s degree at the time of application to the PIMA2NAU Program. Students do not have to meet University admission requirements at this stage, but will work with PIMA2NAU Program Coordinators, employed by NAU, to ensure they meet all University and degree program requirements by the time they are ready to enroll in NAU courses.

2. PIMA2NAU students who are admissible to NAU directly out of high school can be granted full admission to NAU and take classes concurrently at Pima College and NAU.
   a. Concurrently enrolled students must maintain the scholarship eligibility standards (listed in Article V, section E) - to receive the PIMA2NAU scholarship in their junior year.
   b. Students attending both institutions will need to work closely with the financial aid offices at both institutions. Students can apply/receive aid from only one institution at a time.

3. PIMA2NAU students who are not initially admissible to NAU will be admitted to NAU as a part-time non-degree seeking student while completing the first two years of study at Pima College.

4. In order to maintain eligibility, PIMA2NAU students must continue enrollment in at least six Pima College credits each semester (excluding summers), that also apply to a bachelor’s degree at NAU, until they earn at least forty-five credits applicable to an associate’s degree or earn an associate’s degree.

   Students must maintain satisfactory academic progress by earning a “C” or better in classes that apply to a bachelor’s degree, and must meet with a PIMA2NAU Program Coordinator each semester to track their progress.

B. ADMISSION

1. Students may apply for PIMA2NAU admission online (available fall 2011). The NAU application fee is waived for participants who apply to NAU through this program.
2. Newly admitted students receive a welcome letter signed by a designated PIMA2NAU Program Coordinator. The letter includes the student’s NAU ID and user ID for electronic communication with NAU.
3. Students will have access to an NAU orientation session held on a local Pima College campus by a PIMA2NAU Program Coordinator, as well as an optional online orientation provided by NAU.

C. ADVISING

1. Students should meet with a Pima College academic advisor to develop goals and an associate degree progression plan suitable to the student’s objectives at Pima College. Students will be encouraged to visit with a Pima College advisor to update and/or change the degree progression plan as needed.

2. PIMA2NAU Program Coordinators will meet with PIMA2NAU students to develop a progression plan and transition goals for earning a baccalaureate degree.

3. Students will have access to a skilled team of pre-major and major NAU advisors. This team will provide tailored, intensive advising to keep students on track to earn a baccalaureate degree from NAU.

4. Students must meet with a PIMA2NAU Program Coordinator prior to the beginning of each semester to verify continued eligibility for the program and to review progress toward the student’s degree progression plan.

5. PIMA2NAU Program Coordinators will assist students with student services, communication with the University, and/or transition to the University when appropriate.

6. Students who earn 45 or more credit hours and would like to enroll at NAU, but have not completed an associate’s degree, will be advised by NAU to work with Pima College advisors to transition NAU credit back to Pima College in order to meet the associate’s degree requirements.

D. FINANCIAL AID

1. PIMA2NAU students will be advised to apply for financial aid through Pima College until they are enrolled at NAU. The PIMA2NAU Program Coordinator will direct students to the appropriate NAU financial aid counselor for assistance with the financial aid process through NAU when necessary.
2. Qualified students concurrently enrolled at Pima College and NAU can receive full-time financial aid assistance through a consortium agreement.

E. SCHOLARSHIPS

PIMA2NAU students will qualify for a $2,000 merit scholarship if they have:
1. met University and PIMA2NAU Program admission requirements;
2. completed, with a cumulative GPA at Pima College of 3.5, an associate’s degree at Pima College, or at least 45 credits applicable to an associate’s degree; and,
3. met all requirements of the PIMA2NAU Program.

The $2000 scholarship is applied against tuition at $1000 per semester; recipients must attend NAU full-time. The scholarship is renewable for one additional year (see scholarship attachment for details).

F. ADDITIONAL STUDENT SERVICES

1. PIMA2NAU students are eligible for an NAU ID at no cost to the student. PIMA2NAU Program Coordinators will assist students with this process.
2. PIMA2NAU students will have access to the resources and services offered by the NAU Cline library.

G. TUITION

PIMA2NAU students who enroll in a local or online program will pay the same undergraduate tuition rate per semester as other Extended Campus students.

H. MARKETING AND PROMOTION

1. Strategies for promoting PIMA2NAU will be coordinated by the NAU Area Coordinator in Tucson, PIMA2NAU Program Coordinators and a designated point of contact(s) from Pima College.

2. NAU and Pima College will jointly develop marketing materials such as, print ads, radio ads, or other media materials for the PIMA2NAU Program.

3. PIMA2NAU Program Coordinators will work with Pima College staff to promote the PIMA2NAU Program at local high school recruitment events.
4. PIMA2NAU Program Coordinators will coordinate and participate in functions held on Pima College campuses that increase the awareness of the PIMA2NAU Program.

5. PIMA2NAU Program Coordinators will announce and hold information meetings throughout each semester for students and Pima County residents to learn more about the PIMA2NAU Program.

6. PIMA2NAU Program Coordinators will make presentations to local agencies, businesses, and civic organizations about the PIMA2NAU Program. Pima College staff will be encouraged to participate when possible.

I. DATA SHARING

1. Pima College will share with NAU its database of newly admitted students who indicate an interest in pursuing a baccalaureate degree.

2. PIMA2NAU Program Coordinators will provide Pima College with a list of students admitted to the program each semester, along with the student’s program of interest at NAU (December and May).

Data collection in relationship to the program will be shared between the two institutions. By applying to the program, students will be required to give permission for the two institutions to share relevant information, to include: transcripts from Pima College and other institutions the student has attended, GPA, grades, program of study, contact information, degree progression plans, potential enrollment dates, degrees awarded, and other such data as may be necessary to assist the student, Pima College, or NAU.

ARTICLE VII – JOINT PROGRAM COORDINATION

A. CURRENT NAU PROGRAMS AVAILABLE FOR PIMA2NAU STUDENTS

NAU currently offers eleven baccalaureate completion programs in Pima County:

1. B.S. Ed. in Elementary Education
2. B.S. Ed in Special and Elementary Education
3. B.B.A. in Business Administration
4. B.A./B.S. in Interdisciplinary Studies with an emphasis in Criminal Justice
5. B.A./B.S. in Interdisciplinary Studies with an emphasis in Public Management (90-30)
6. B.A./B.S. in Interdisciplinary Studies with an emphasis in Emergency Services Administration (90-30)
7. B.A./B.S. in Interdisciplinary Studies with an emphasis in Technology Management (90-30)
8. B.S.N. Nursing
9. B.S. in Hotel and Restaurant Management
10. BAS in Justice Systems Policy and Planning
11. B.A./B.S. in Criminology and Criminal Justice

PIMA2NAU students can access online and Flagstaff based programs in addition to the programs offered locally in Pima County.

Other programs will be considered based upon feasibility and market research, with Pima College and NAU staff participation.

B. ARTICULATION
NAU will centrally articulate, through the Curriculum and Articulation Services department at Pima College, 2+2 and 3+1 degree programs that are offered in Pima County.

Proposals for transfer articulation with existing NAU BA, BS, or BAS degree programs can be initiated by either Pima College or NAU. Articulation recommendations will be submitted to the appropriate academic units at Pima College and NAU. Such programs will be consistent with ABOR policies (e.g. 2-205) regarding the offering of degrees at locations off the main campus and are subject to approvals of Pima College.

C. FACULTY
Both NAU and Pima College may, at times, find it beneficial to employ faculty from the other institution. The general provisions that apply to part time faculty at the employing institution will be the basis of the conditions of employment.

D. EXPANSION/CONTRACTION OF PROGRAMS
Both Pima College and NAU may face the need to start new programs and end others based on considerations such as financial ability and demand. Programs impacting the other institution will be discussed, when feasible, by representatives from each institution prior to the final decision. Each institution reserves sole decision-making authority on starting or stopping the offering of their programs as is required by the Higher Learning Commission of the North Central Association of Colleges and Schools, and as required by its governing bodies. Each institution will endeavor to provide a one-year notice of intent to discontinue a program of study, and each institution will make provisions for students currently enrolled in the program to complete the degree.

E. PROGRAM REVIEW
The PIMA2NAU Program will be evaluated annually to determine its effectiveness. Adjustments to the program will be made, as agreed upon by both parties, where and when appropriate, and amendments to this document will be made as needed.
ARTICLE IX – MISCELLANEOUS

A. NON-DISCRIMINATION
The parties agree to comply with Arizona Executive Order 99-4, prohibiting discrimination in employment by government contractors, to the extent applicable to this contract.

B. CANCELLATION FOR CONFLICT OF INTEREST
The parties agree that this contract 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 contract 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, PIMA, and the Auditor General of the State of Arizona, or their agents, for five (5) years after termination of this Agreement.

F. BUSINESS OPERATIONS IN SUDAN/IRAN
In accordance with A.R.S. §§ 35-391.06(A) and 35-393.06(B), each party certifies that it does not have scrutinized business operations in Sudan or Iran.

G. VERIFICATION REGARDING IMMIGRATION LAWS
Each party warrants to the other party that it, and each of its subcontractors (“Subcontractors”), will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (“Immigration Warranty”).

A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the party in breach of this Agreement to penalties up to and including termination of this Agreement at the sole discretion of the other party.

Each party retains the legal right to inspect the papers of any of the other party’s employees or Subcontractor employees who work on this Agreement to ensure compliance with this Immigration Warranty. Each party agrees to assist the other party with regard to any such
inspections.

The provisions of this section must be included in any contract either party enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

PIMA COUNTY COMMUNITY COLLEGE DISTRICT

NORTHERN ARIZONA UNIVERSITY

By: Roy Flores
Date: 6 April 2011

By: John D. Hanger
Date: April 6, 2011