

MEMORANDUM OF UNDERSTANDING
TOHONO O'ODHAM COMMUNITY COLLEGE
and
THE ARIZONA BOARD OF REGENTS
for
NORTHERN ARIZONA UNIVERSITY

This agreement IS ENTERED INTO BETWEEN THE Arizona Board of Regents for and on behalf of Northern Arizona University, hereafter referred to as "NAU," and Tohono O'odham Community College, hereafter referred to as "the College", a post-secondary educational institution chartered by the Tohono O'odham Nation.

WHEREAS, the College is authorized to enter into this Agreement pursuant to 10 N.N.C. § 2017(B)(2), and NAU is authorized to enter into this Agreement pursuant to A.R.S. § 15-1625;

WHEREAS, this Agreement shall be construed under the laws of the Tohono O'odham Nation and where applicable, the laws of the State of Arizona, and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement;

WHEREAS, NAU and the College desire to maximize their educational resources and expertise to increase educational opportunities within the Tohono O'odham Nation;

WHEREAS, NAU and the College will abide by all applicable federal, state and tribal laws, including but not limited to FERPA, and regulations related to research with human subjects, the natural environment, cultural resources, and the Tohono O'odham Himdag;

WHEREAS, NAU and the College agree to preserve the integrity and autonomy of each institution, permitting each institution to fulfill effectively its own mission; and

WHEREAS, NAU and the College will strive to deliver jointly selective programs of higher education instruction and education related services and to provide a cost-effective educational delivery system on the Tohono O'odham Nation.

NOW, THEREFORE, NAU and the College agree as follows:

ARTICLE I - GENERAL TERMS

A. Effective Date: This Agreement becomes valid and effective when signed by the Presidents of NAU and the College.

B. Term: This Agreement shall be effective for a term of five (5) years. At the end of the initial five-year term, this Agreement may be evaluated and renegotiated for future five year periods if agreed upon by the designated authorities (the president, Northern Arizona University, and the president, Tohono O'odham Community College).

C. Guiding Principles: This Agreement will respect, honor, and promote understanding of traditions, histories, and values of the parties, including NAU's value of diversity and the College's principles of Tohono O'odham Himdag.

C. Termination: This Agreement may be terminated effective at the end of any academic year by either party, with or without cause, by written notice delivered to the other party no later than ninety (90) days before the end of such academic year.

ARTICLE II – ADMINISTRATION & COORDINATION

A. Purpose: The respective administrations of NAU and the College shall appoint a liaison (“Liaison”) to serve as a single point of contact to facilitate achievement of the goals of this agreement. The Liaison shall be charged with preparing recommendations to the presidents of NAU and the College or their designees, regarding utilization of their respective educational resources to provide a cooperative network of higher education on the Tohono O’odham Nation.

B. Liaison: The president of each institution shall appoint an individual to serve as the institutional liaison for purposes of coordination, collaboration, and other activities pursuant to this agreement. The liaison shall be appointed and shall serve under the direction and at the pleasure of their respective president.

C. Inter-institutional Disciplinary Teams: The Liaisons will collaborate in establishing inter-institutional disciplinary teams to lead initiatives to address:

1. The educational needs of the Tohono O’odham Nation as identified by community members, the Himdag committee, and through strategic planning processes and needs assessments;
2. The effective meeting of specific needs through the utilization of the resources of the two institutions;
3. Identification of initiatives to fulfill the purposes and goals of the partnership; and

4. Technical assistance and support for education-related technologies used by the respective institutions.

ARTICLE III – ACADEMIC PROGRAMMING & STUDENT SUCCESS

A. Curriculum Development and Curriculum Articulation: Teams shall be responsible for making recommendations for programs and services that meet the assessed needs of residents of the Tohono O’odham Nation to the Presidents and academic unit leaders of NAU and the College, such as joint admission, 2 + 2 programs, dual enrollment, and integrated academic degree progression plans.

The Teams in collaboration with the Liaisons will ensure that matters of curriculum development and program articulation are brought before the appropriate members of their respective academic units and personnel. These personnel will follow their institution’s respective policies on academic governance, curriculum development and program articulation including the approved statewide articulation model. The Liaisons will monitor the activities and outcomes of these units to ensure that their timely and effective applications result in joint programs that meet the needs of residents of the Tohono O’odham Nation.

NAU and the College personnel charged with program planning will consider a variety of forms of course delivery, including on-site and online delivery on the Tohono O’odham Nation.

B. Library Services: The College and NAU will explore means for making the resources of their respective libraries available to the students, faculty and staff of each institution. This will include print, video, electronic and other physical holdings, as well as

means for utilizing each other's institutional affiliations for enabling access, for example, to on-line Internet resources.

Each institution understands that access to its commercial licensed online products may be available only to its affiliated students, faculty and staff. It is also understood that certain resources of each institution's library may not be suitable or appropriate for access and sharing, such as sacred or other special materials within the College's library resources that have been given special protection with limited access provided only to those known to be appropriate users with publicly-recognized status within the traditional body of Tohono O'odham cultural knowledge (Himdag).

C. Services for Student Success: The Liaisons will refer to appropriate units at both institutions for matters related to providing academic support and other services to the College and NAU students enrolled in academic programs on the Tohono O'odham Nation. Support units at both institutions will develop, where feasible and appropriate, jointly coordinated programs and services including but not limited to access to learning resources, culturally appropriate transfer orientations, academic tutoring, and skill development.

D. Academic Advising: Academic advising teams for the two institutions will meet periodically to share information, develop cooperative advising strategies, communicate program changes, and participate in training opportunities. The College students are welcome to meet with an NAU advisor at the College campus during periodic visits or at the Gateway Student Success Center in Flagstaff to discuss programs, or transfer regulations. Students may also obtain information on NAU programs through the toll free line of NAU Extended Campuses.

E. Student Tracking: The Liaisons will ensure that each institution provides an annual report of aggregate student transfer, progression, outcomes, and articulation of the College's general education program.

ARTICLE IV – FACULTY COLLABORATION

A. General Requirements: The College and NAU agree to support and encourage faculty exchanges, research and scholarly activities among professors and students of both institutions. The nature and duration of faculty exchanges among the two institutions, and specific administrative details relating to such exchanges, will be addressed on a case by case basis by Scope of Agreement Addendums developed by the appropriate academic units.

B. Funding: During the time when faculty exchanges are being developed, the parties must show the availability of funding to fulfill each party's obligations under the exchange request. Provided that there are sufficient funds for such specific purposes at the disposal of the institutions, travel expenses related to faculty exchanges will be borne by the home institution. It is understood that each party participating in a faculty exchange will continue to furnish the home salary to the faculty or staff during the period of his/her exchange. Such salary shall be subject to the fiscal regulations of the home institution. Participants in the faculty exchange shall, at all times, be considered as employees of the home institution for purposes of insurance, retirement benefits and other employee-benefit related issues. Participants of the faculty exchange shall, at all times, be subject to the academic and personnel policies and procedures of the host institution.

C. Development of Collaborative Projects and Proposals: In order to support the efforts of each institution within its own service community, and to more effectively draw on the unique strengths within each institution, the College and NAU will, where appropriate and feasible, support each other's proposals which they may submit for funding to government agencies and private organizations, and involve personnel from each other's institution in appropriate collaborative roles (principle investigators, research associate, advisory, consultant, staff, etc.) in projects that may be funded. It is understood that all NAU faculty and personnel engaged in collaborative projects and proposals must comply with the Tribal Consultation Policy approved by the Arizona Board of Regents.

ARTICLE V - MISCELLANEOUS

A. Non-discrimination: The parties acknowledge Arizona Executive Order 75.5, prohibiting discrimination in employment by government contractors, to the extent applicable to the parties to this Agreement.

B. Cancellation for Conflict of Interest: The parties agree that this Agreement may be cancelled by the governor of the State of Arizona for conflict of interest in accordance with A.R.S. 38-511.

C. Other Duties and Authorities of the Parties Not Affected: Nothing in this Agreement shall be construed to modify, alter or amend the authorities, duties, responsibilities or obligations of either NAU or the College under applicable law.

D. Cancellation for Lack of Funding: This Agreement may be cancelled by either party without any further obligation in the event that sufficient appropriated funds are not available to assure full performance.

E. Inspection and Audit: All books, accounts, reports, 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, the College, the Tohono O'odham College Board of Trustees, the Tohono O'odham Nation Council and the Auditor General of the State of Arizona or their agents, for five (5) years after completion of this agreement.

**INTERGOVERNMENTAL AGREEMENT BETWEEN TOHONO O'ODHAM
COMMUNITY COLLEGE AND NORTHERN ARIZONA UNIVERSITY**

The attached Agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Attorney for Tohono O'odham Community College determined that it is in proper form and is within the powers and authority granted under the laws of the Tohono O'odham Nation to Tohono O'odham Community College.

Approved as to form this 9th day of August, 2016.

By: _____

ATTORNEY FOR TOHONO O'ODHAM COMMUNITY COLLEGE

**ARIZONA BOARD OF REGENTS
FOR
NORTHERN ARIZONA UNIVERSITY**

TOHONO O'ODHAM COMMUNITY COLLEGE

By: *Peter Chy*

By: *Arthur Robertson, Ph.D.*

Date: August 9, 2016

Date: Aug 9, 2016