

Memorandum of Understanding
Between
the Arizona Board of Regents for and on behalf of
Northern Arizona University
And
City of Douglas

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 1st day of June 2023 by and between CITY OF DOUGLAS (“COD”) and the ARIZONA BOARD OF REGENTS (“ABOR”) for and on behalf of NORTHERN ARIZONA UNIVERSITY (“NAU”).

A: PROGRAM OVERVIEW:

1. The goal of this MOU is for NAU and COD to support current benefit-eligible employees in their pursuit of an advance degree at NAU which includes all graduate degrees (master’s and doctoral) and select online undergraduate degree programs.
2. Programs covered by this MOU include graduate certificates, master’s, and doctorate degrees offered in Flagstaff, Online, or at one of NAU’s statewide campuses. Also included are select online undergraduate programs. Degrees offered through NAU’s competency-based program, referred to as “Personalized Learning,” are not included in this MOU.
3. Eligible Employees who meet NAU’s admission standards will receive a tuition reduction equal to ten percent (10%) of the standard tuition rate for a program of study (the “Tuition Reduction”), provided that the Eligible Employee (1) remains in an approved program of study at NAU; (2) is employed by COD; and (3) maintains the academic performance expectations for the NAU Graduate College and the chosen program of study.
4. The Tuition Reduction does not include “University or Program Fees” as defined by ABOR (see ABOR Procedure for Setting and Distributing Tuition and Fees available on the following webpage: (<https://public.azregents.edu/Policy%20Manual/4-101-Tuition%20and%20Fee%20Definitions.pdf>)).
5. Eligible Employees must provide proof of employment by COD to NAU, which is subject to verification using the NAU Tuition Reduction Program Form.
6. All Eligible Employees are subject to NAU’s standard academic, student conduct, tuition and fees, financial aid and other related policies.
7. Eligible Employees are also eligible to apply for all forms of financial aid using the standard process applied to all NAU students.
8. This MOU is subject at all times to the applicable state and federal laws and regulations, and to the policies of ABOR and NAU.

B: NAU'S RESPONSIBILITIES

1. NAU will provide institutional and academic guidance, evaluation, and oversight of this MOU.
2. NAU will perform all administrative services that are related to the official student services component of this MOU including but not limited to admission, advising, enrollment, and financial aid counseling.
3. NAU will provide a link to its website to assist Eligible Employees with application and enrollment services.
4. NAU will provide marketing materials to assist COD with its promotion of this MOU.
5. NAU will designate a liaison to work with COD on the administrative aspects of this MOU.
6. NAU will not share non-directory personally identifiable student information (as defined by the federal Family Educational Rights and Privacy Act ("FERPA") and NAU policy) with COD without the student's written consent.

C: COD'S RESPONSIBILITIES

1. COD agrees to provide the following resources to NAU in an effort to promote this MOU: (a) outreach events scheduled by COD (i.e., education fairs) at no cost to NAU; (b) include NAU's landing page on its Educational Partnership webpage; (c) on an annual basis, COD will share with its employees a brief article or marketing item to promote the Tuition Reduction program; and (d) allow NAU to host an information table, on an annual basis, at a designated COD facility.
2. Support the verification of eligible employees of COD by using the NAU Tuition Reduction Program Form.
3. COD will designate an employee to work with the NAU liaison regarding the administration of this MOU.

D: GENERAL TERMS

1. Effective Date and Term. This MOU shall become effective on June 1, 2023, and will expire on May 31, 2028. The Tuition Reduction will apply to classes that begin during the established dates of this MOU.
2. Student Educational Records. NAU and COD recognize that student educational records are protected by FERPA (20 U.S.C. § 1232g and 34 CFR Part 99). COD will not require any NAU students or employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation (GDPR)) as a condition for receipt of any educational services, and any attempt to do so will be void. The parties agree to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and consent from the student or as otherwise provided by law.

3. Modification. This MOU may not be modified or amended except by written instrument signed by both parties.
4. Termination. This MOU may be terminated by either party for any reason upon thirty (30) days' written notice to the other party. Eligible Employees who are currently enrolled at NAU prior to the date of termination will continue to receive the tuition benefits under the terms of this MOU for the program or courses of study in which the student is currently enrolled, provided eligibility is maintained as set forth in Section A above.
5. Notices. All notices, requests, demands, and other communications hereunder will be given in writing and will be: (a) personally delivered; (b) sent via email or other electronic means; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage pre-paid, or by commercial overnight courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

If to COD:

City of Douglas
425 E. 10th St.
Douglas, AZ 85607
Attn: Ana Urquijo
Email: ana.urquijo@douglasaz.gov

If to NAU:

Northern Arizona University
15451 N. 28th Ave.
Phoenix, AZ 85053
Attn: Doug Small
Email: doug.small@nau.edu

With a copy to:

City of Douglas
425 10th Street
Douglas, AZ 85607
Attn: Rocio Garcia-Pedroza
Email: rocio.garcia@douglasaz.gov

With a copy to:

Contracts, Purchasing and Risk
Management
PO Box 4124, 545 E Pine Knoll Dr
Flagstaff, AZ 86011
Email: NAU-Contracts@nau.edu

6. Named Representative. Each party is naming a liaison who is authorized to act on its behalf in making or obtaining decisions regarding this MOU. Such named liaison may be changed from time-to-time by giving the other party written notice.
 - a. NAU: NAU's liaison is Doug Small, Interim Assistant Vice Provost of Business and Educational Partnerships, (602) 776-4618.
 - b. COD: COD's liaison is Ana Urquijo, City Manager, (520) 417-7303.
7. No Third-Party Beneficiaries. No person or entity, whether or not mentioned or referred to in this MOU, other than NAU and COD 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 MOU.
8. Force Majeure. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this MOU 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.

9. 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. These regulations prohibit discrimination against qualified individuals based on status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, sex, religion, age, national origin, disability, or protected veteran status.
10. Conflict of Interest. NAU and COD participation in this MOU is subject to Arizona Revised Statutes ("A.R.S.") §38-511 which provides that this MOU may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting, or creating this MOU on behalf of NAU or COD is, at any time while this MOU, or any extension thereof, is in effect, an employee or agent of the other party to this MOU in any capacity or a consultant to any other party with respect to the subject matter of this MOU.
11. Authorized Presence Requirements. As required by A.R.S. § 41-4401, NAU is prohibited from contracting with any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A) (verification of employee eligibility through the e-verify program). COD warrants that it and its subcontractors comply fully with all applicable immigration laws, rules, and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A). A breach of this warranty will be a material breach of the MOU that is subject to penalties up to and including termination of the MOU. NAU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that such contractor or subcontractor is complying with the above warranty.
12. Notice of Arbitration Statutes. Pursuant to A.R.S. §12-1518, the parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this MOU if required by A.R.S. §12-133.
13. Failure of Legislature to appropriate. If NAU's performance under this MOU depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then NAU may provide written notice of this to COD and cancel this MOU without further obligation of NAU. Appropriation is a legislative act and is beyond the control of NAU.
14. Responsibility. Each party will be responsible for the negligence, acts and omissions of its employees and agents when acting under such party's direction and supervision.
15. Service Marks and Trademarks. For purposes of this provision, the phrase "NAU Mark" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by NAU. COD agrees to comply with NAU's trademark and licensing program concerning any use or proposed use by COD of any NAU Mark on goods, in relation to services, and in connection with

advertisements or promotion of COD or COD's business. Except as expressly authorized in this MOU, COD is not permitted to use any NAU Mark without prior written approval of NAU's Marketing Department.

16. Relationship of the Parties. Each party is an independent contractor and is independent of the other party. Under no circumstances shall any employees of one party be deemed the employees of the other party for any purpose. This MOU does not create a partnership, joint venture, or agency relationship between the parties of any kind or nature. This MOU does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein. Neither party shall have any right, power, or authority under this MOU to act as a legal representative of the other party, and neither party shall have any power to obligate or bind the other or to make any representations, expressed or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever. Each party acknowledges that the relationship of the parties hereunder is non-exclusive.
17. Choice of Law. This MOU shall be governed by and construed in accordance with the laws of the State of Arizona. Jurisdiction for any claim or dispute shall be Maricopa County, Arizona.
18. Entire Agreement. This MOU embodies the entire understanding of the parties and supersedes any other agreement or understanding between parties relating to the subject matter.
19. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original and both of which taken together shall constitute one and the same instrument. Counterparts may be executed in either original or by electronic transmission, and the parties hereby adopt as an original any signatures received via electronic transmission.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date set forth above.

FOR: CITY OF DOUGLAS

Ana Urquijo, City Manager

Date

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

Karen Pugliesi, PhD, Executive Vice President
and University Provost

Date