

Articulation Agreement Between Pathways College and Associated Builders and Contractors – Southern California for Credential Assessment

INTRODUCTION

This ARTICULATION AGREEMENT formally recognizes that Pathways College and Associated Builders and Contractors – Southern California (ABC-SoCal), herein after the “Parties”, are active educational collaborators, committed to providing greater educational opportunities and services for students transferring between institutions. This commitment solely supports the concept of seamless transfer that embraces the principle that transfer students should not be required to repeat competencies already achieved.

Pathways College recognizes that learning occurs in a variety of ways. Individuals can develop mastery of course competencies through employment, training, and other experience outside of a classroom. Pathways College and Associated Builders and Contractors – Southern California enter into this ARTICULATION AGREEMENT in the spirit of cooperation and to document the agreed credential assessment process to award college level credit at Pathways College for learning that took place through the Associated Builders and Contractors – Southern California certification of graduation. In making this assessment, Parties agree to use ACE recognized methodologies to assess credit for course equivalency under this ARTICULATION AGREEMENT.

PURPOSE

The purpose of this ARTICULATION AGREEMENT is to enable Associated Builders and Contractors – Southern California graduates who seek to continue their education at Pathways College to have the certifications they have already earned recognized by Pathways College, subject to its policies. This ARTICULATION AGREEMENT provides a structure through which transfer articulation on all levels can be supported. The transfer guidelines outlined in this ARTICULATION AGREEMENT are applicable to graduates seeking to continue this education at Pathways College from Associated Builders and Contractors – Southern California only.

TRANSFER ELEMENTS

Associated Builders and Contractors – Southern California Degrees

- Pathways College and Associated Builders and Contractors – Southern California will draft and maintain Course Assessment, as an addendum to this ARTICULATION AGREEMENT, which identifies the ABC-SoCal experiences and learning objectives qualify for credit by credential and therefore satisfy specific courses, general education or unrestricted elective requirements at the Pathways College.
- Under this ARTICULATION AGREEMENT, students who complete the certifications of graduation and learning experiences listed on the Credential Assessment Rubric, will receive transfer credit for those courses that are required in the chosen program of study at Pathways College.
- Course credit earned through this prior learning shall be noted on the student’s transcript as having been awarded through credential assessment.

- For Bachelor's Degrees: Pathways College may apply up to a combined maximum of 90 transfer credits. Pathways College requires a minimum of 120 credit hours to attain a bachelor's degree.
- For Associates: Pathways College may apply up to a combined maximum of 60 transfer credits. Pathways College requires a minimum of 90 credit hours to attain an associate's degree.
- ABC students can begin to take classes at Pathway College when they commence the ABC program. The degree will be held until the student has completed ABC training.
- Residency requirement: twenty-five percent (25%) of the credits for a degree must be completed at Pathways College.
- Students must meet the admission and degree requirements for the academic year in which they are admitted. Please refer to Pathways College Academic Catalog for complete admissions and program requirements.
- Pathways College and Associated Builders and Contractors – Southern California shall review and update the Credential Assessment Rubrics necessitated by curriculum or learning experience changes by either party.

Pathways College Transfer Credit Policy & Provisions

Pathways is committed to supporting students in earning their degrees including aggregating student's credits earned at other institutions of higher learning to meet the degree requirements at Pathways College. As such, Pathways reviews all transfer credit, regardless of age. Transfer credit previously awarded to student at Associated Builders and Contractors – Southern California from other institutions shall be recognized by Pathways College upon the student's admission. In addition to credits earned at Associated Builders and Contractors – Southern California, students may submit transcripts from other institutions they have attended, if not already transferred to Associated Builders and Contractors – Southern California, for evaluation. Maximum transfer credit limitations apply in aggregate to all credits transferred, from any source.

Credit is reviewed by the Registrar and is granted in compliance with applicable national, state, Title IV, and Pathways College policies and procedures. Such credit may be applied toward fulfillment of major or general education requirements when applicable; other courses may count as elective credit toward the baccalaureate degree. This credit will be listed in summary form on the Pathways College transcript of academic record. For a complete understanding of Pathways College Transfer Credit Policies, students may refer to the Undergraduate General Transfer Credit Provisions and in Pathways College Academic Catalog.

Pathways Credential Assessment and Graduation Exceptions:

As part of this ARTICULATION AGREEMENT between Pathways College and Associated Builders and Contractors – Southern California, exceptions to any of these provisions outlined in the General Transfer Credit Provisions may be requested through the Office of the Registrar, and will be reviewed in partnership with the Chief Academic Officer.

Reporting

Pathways College will provide Associated Builders and Contractors – Southern California with a report annually, on or before June 30, on the Associated Builders and Contractors – Southern California graduates taking

coursework at Pathways College pursuant to this ARTICULATION AGREEMENT. This annual report will contain aggregate student data and/or directory information as defined in the Family Educational Rights and Privacy Act, 20 USC 1232g (“FERPA”) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records or for any additional data, students shall execute a FERPA release to allow the data to be shared between the Parties. Associated Builders and Contractors – Southern California may also request quarterly reporting. Associated Builders and Contractors – Southern California may also request data relating to enrollments and the corresponding email address of the enrolled student to track program effectiveness, subject to compliance with federal law.

JOINT OBLIGATIONS

Pathways College and Associated Builders and Contractors – Southern California agree to provide direct links on each institution’s website indicating the existence of this ARTICULATION AGREEMENT. Prior to the release of information about this ARTICULATION AGREEMENT, Parties shall agree to a communications plan in accordance with terms below.

Pathways College may engage in any of the following methods and other mutually agreed upon approaches in similar fashion:

- With consent of the graduate, Associated Builders and Contractors – Southern California shall provide the student contact information as maintained by the institution. This information should be provided each term and should contain the contact for students anticipated to graduate the next term.
- Associated Builders and Contractors – Southern California agrees to send informational email blasts to students in their final two terms of enrollment providing details on the Articulation Agreement with Pathways College.
- Associated Builders and Contractors – Southern California agrees to host Pathways College representative on campus up to one time per term to provide information and contact with students.
- Associated Builders and Contractors – Southern California shall offer Pathways College a spot/booth/table at Local Craft Championship.
- Direct completers to a custom partner landing page on the Pathways College website or warm transfer them to an admissions line, depending on student preference.
- Communicate via targeted phone calls and emails for graduates that might particularly benefit from the partnership opportunity.
- Educate personnel from Associated Builders and Contractors – Southern California about the partnership offering and how to provide additional information to its participants.
- Provide participants or completers with a custom partner landing page on the Associated Builders and Contractors – Southern California website.

The parties agree that this ARTICULATION AGREEMENT shall not be posted on an internet website such as Google, Yahoo, Facebook, etc., and that the terms and conditions of this ARTICULATION AGREEMENT shall be kept confidential except as may be required by law or accrediting agency standard, or as may be necessary to promote the agreement described herein among the students and graduates of Associated Builders and Contractors – Southern California. As a commitment to easing the access of transfer material and advising services, Pathways College and Associated Builders and Contractors – Southern California agree to promote seamless transfer by developing mutually supporting links between institutional web pages.

Development, distribution, and accuracy of all transfer articulation products (e.g. ARTICULATION AGREEMENT and Learning Assessment Rubrics) are the sole responsibility of the Pathways College and will be subject to existing Pathways College policy.

Articulation material may not be developed or distributed without the prior review and approval of Pathways College and Associated Builders and Contractors – Southern California including, but not limited to, web content, logos, and printed materials.

All promotional and descriptive information regarding Pathways College or displaying its name or logo that are to be made available by both parties will be subject to the review and approval of Pathways College before being made available to both parties, students or prospective students.

Pathways College and Associated Builders and Contractors – Southern California agree, subject to applicable federal and state law and regulations, to exchange data and documents, which will contribute to the maintenance and improvement of this ARTICULATION AGREEMENT as well as promote effective cooperation between the two institutions. Any exchange of data or documents, shall be subject to the non-disclosure agreement.

Neither Party shall engage in any misrepresentations concerning the other Party, including without limitation, information about its education programs, the nature of its financial charges, or the employability of its graduates, within the meaning of 20 U.S.C. Section 1094 or its implementing regulations at 34 CFR Section 668 Subpart F, or any successor code or implementing regulations, or any applicable state law or standard of the Associated Builders and Contractors – Southern California’s accrediting agency. All promotional and descriptive information regarding the Associated Builders and Contractors – Southern California or displaying its name or logo that are to be made available by both parties will be subject to the review and approval of the Associated Builders and Contractors – Southern California before being made available to both parties, students or prospective students.

Intellectual Property

Pathways College will provide Associated Builders and Contractors – Southern California with a depiction of its logo and approved text, and Associated Builders and Contractors – Southern California is authorized to use such logo and text for promotional purposes in furtherance of this ARTICULATION AGREEMENT, provided that the material associated with each such use has been previously approved by Pathways College in writing. Likewise, Associated Builders and Contractors – Southern California will provide Pathways College with a depiction of its logo, and Pathways College is authorized to use such logo for promotional purposes in furtherance of this ARTICULATION AGREEMENT provided that the material associated with each such use has been previously approved in writing by Associated Builders and Contractors – Southern California. Neither party shall use or display any trademark, trade name, service mark or other intellectual property of the other party without the prior written approval of that party. The text of all references by either party to the other party in any medium, whether print, electronic or otherwise, will require the prior written approval of the other party.

Modification

This ARTICULATION AGREEMENT may be modified, including adding or deleting course equivalencies, upon agreement by both Parties. Any such modifications must be appended to the agreement as an Addendum.

Termination

This ARTICULATION AGREEMENT is effective upon the date of the last signature and shall remain in effect for one year. Thereafter, this ARTICULATION AGREEMENT shall automatically renew for additional one-year term unless either party provides sixty (60) days written notice prior to the end of the current term to the other party of its intent to not renew. In addition, either party may terminate this ARTICULATION AGREEMENT for any reason, or no reason, by providing sixty (60) days written notice to the other party. This ARTICULATION AGREEMENT is subject to change or modification by mutual written consent between the parties. The termination of this ARTICULATION AGREEMENT shall not impact any Associated Builders and Contractors – Southern California graduates in the process of enrolling or are presently enrolled with the Pathways College. Upon termination, the Pathways College’s reporting obligations as specified herein shall continue for one (1) year after the date of termination. Other rights or obligations, whether by its nature or express intention of the parties, including confidentiality and indemnification, shall survive expiration or termination of this ARTICULATION AGREEMENT.

MISCELLANEOUS

Nothing contained herein shall imply any partnership, joint venture or agency relationship between parties and neither party shall have the power to obligate or bind the other in any manner except to the extent herein provided.

This ARTICULATION AGREEMENT may be amended only by a written agreement signed by both parties. Notwithstanding the previous statement, Pathways College reserves the right to amend its programs, policies, procedures, and criteria relating to transfer credit in its sole discretion at any time. Such changes will be reflected in Pathways College Catalog and written notice shall be sent to Associated Builders and Contractors – Southern California within thirty (30) days of publication.

The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this ARTICULATION AGREEMENT, the parties may exchange or otherwise access or come into possession of the other party’s confidential business and student information. The parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each party hereto further agrees to make no other use of the other party’s confidential information disclosed pursuant to this ARTICULATION AGREEMENT, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both parties understand and agree to abide by the requirements of FERPA regarding the confidentiality of and access to student records.

Any notice to be given hereunder shall be given in writing by U.S. mail or via reputable overnight courier (e.g., Federal Express, DHL, etc.) or via email to the address (es) listed below. Email shall be considered received on the date the notice is sent.

Notice to be sent to the following:

To Pathways College:

Name: John Hall, Sr.

Email: john@pathwayscollege.edu
Chancellor of Pathways College
Address: 2226 N. 7th St., Phoenix, AZ 85006
Phone Number: (626) 893-4472

To Associated Builders and Contractors – Southern California:

Name: Douglas Wilson
Email: dwilson@abcsocal.net
Associated Builders and Contractors – Southern California
Address: 1400 Kellogg Dr. Anaheim, CA 92807
Phone Number: (714)779-3199

A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by either party and either party shall be free to reinstate such terms and conditions without notice.

If any portion or provision of this ARTICULATION AGREEMENT shall be deemed invalid or unenforceable, the remainder of this ARTICULATION AGREEMENT shall not be affected and thereby shall remain valid and enforceable.

This ARTICULATION AGREEMENT may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. An electronic signature shall be deemed an original for purposes of evidencing execution of this ARTICULATION AGREEMENT.

Signature page to follow

The signatories of this ARTICULATION AGREEMENT represent and warrant that each has the right and authority to execute this agreement in their individual capacity, as applicable.

The Pathways College:

John C. Hall

Date: 05/31/2023

John Hall, Chancellor

Associated Builders and Contractors – Southern California:

Douglas Wilson

Date: 5/31/2023

Douglas Wilson,
Vice President of Training and Logistics

