

Articulation Agreement Between Pathways College and The Continents States University

INTRODUCTION

This ARTICULATION AGREEMENT formally recognizes that The Continents States University and Pathways College, herein after “the Parties,” are active educational collaborators, committed to providing greater educational opportunities and services for students transferring between institutions. This commitment supports the concept of seamless transfer of credit that embraces the principle that students should not be required to repeat competencies already achieved.

The Continents States University and Pathways College enter into this ARTICULATION AGREEMENT in the spirit of cooperation and to mutually recognize each other as quality institutions of higher learning. Each institution is dedicated to serving students from diverse populations.

PURPOSE

The purpose of this ARTICULATION AGREEMENT is to enable Pathways College graduates who seek to continue their education at The Continents States University to carry with them the degree they have already earned subject to the policies in place at The Continents States University. 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 The Continents States University from Pathways College only.

PRE-REQUISITE COMPLETION

Students seeking admission to The Continents States University who lack the necessary undergraduate course work for admissions will be referred by The Continents States University to attend Pathways College to complete that coursework. The admissions requirements for The Continents States University can be found in the catalog in Page 10. The institutions will work together to ensure curriculum and program alignment.

Students completing pre-requisite course work at Pathways College shall be eligible for a [\$500] tuition grant for each course to be applied at the time of course completion. Grants will not be awarded for students who do not complete the course with a grade of [C] or better.

TRANSFER ELEMENTS

Applicants successfully completing the Bachelor of Arts in Liberal Arts program with a [2.0] or better grade point average who have not subsequently matriculated at any other institution of higher education will be guaranteed admission to The Continents States University in the Master of Arts in Organizational Leadership.

Applicants successfully completing the Bachelor of Arts in Business Administration with a [2.0] or better grade point average who have not subsequently matriculated at any other institution of higher education will be guaranteed admission to The Continents States University in the Master of Science in Business Administration.

Students who do not meet the automatic admission’s criteria must meet the admission for the academic year in which they are admitted.

In order to graduate, students must meet the degree requirements as outlined in the The Continents States University Academic Catalog. Please refer to The Continents States University Academic Catalog for complete admissions and program requirements.

The undergraduate degree requirements for Pathways College can be found in the catalog, in section

Eligibility Requirements

At time of enrollment the individual has completed his or her Bachelor degree at Pathways College.

Reporting

The Continents States University will provide Pathways College with a report annually on the Pathways College graduates taking coursework at The Continents States University 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.

JOINT OBLIGATIONS

The Continents States University and Pathways College agree to provide direct links and landing pages on each institution's website indicating the existence of this ARTICULATION AGREEMENT. Each party agrees that no publicity regarding this ARTICULATION AGREEMENT will be released without obtaining prior written consent from the other party. Both parties agree to market this partnership.

The Continents States University may engage in any of the following methods and other mutually agreed upon approaches in similar fashion:

- Direct graduates to a custom partner landing page on The Continents States University 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 all departments within Pathways College about the partnership offering and how to provide additional information to graduates.
- Provide graduates with a custom partner landing page on the Pathways College 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 Pathways College. As a commitment to easing the access of transfer material and advising services, The Continents States University and Pathways College agree to promote seamless transfer by developing mutually supporting links between institutional web pages.

Articulation material may not be developed or distributed without the prior review and approval of The Continents States University and Pathways College including, but not limited to, web content, logos, and printed materials.

The Continents States University and Pathways College 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. Prior to any exchange of data or documents, the parties will enter into a non-disclosure agreement in a mutually agreed upon form.

Neither parties will engage in any misrepresentation concerning the other party, including without limitation 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 other party. In addition, all promotional and descriptive information regarding an institution or the displaying of its name or logo that are to be used by the other party will be subject to the review and approval of the owner of said name, or logo, before being made available to both parties, students or prospective students.

Intellectual Property

The Continents States University will provide Pathways College with a depiction of its logo and approved text, and Pathways College 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 The Continents States University in writing. Likewise, Pathways College will provide The Continents States University 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 Pathways College. 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 Pathways College graduates in the process of enrolling or are presently enrolled with The Continents States University. Upon termination, the The Continents States University'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, both parties 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 respective Catalogs.

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.

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.

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.

GENERAL PROVISIONS

In carrying out the responsibilities and obligations of this Agreement, neither party shall be acting as the agent or principal of the other with regard to dealings with third parties, including students. Neither party shall have the authority to make any statements, representations, or commitments of any kind or to take any action binding the other except as provided for herein or authorized in writing by the party to be bound.

This Agreement shall be reviewed annually by both parties listed above unless significant curriculum and/or program changes mandate an earlier review—in which case, the parties shall alert the principals identified above. that changes impacting (or potentially impacting) this agreement has occurred.

Contact Information at the Pathways College:

Name: John Hall, Sr.

Email: johnhall@pathwayscollege.edu

Pathways College

Address: 2226 N. 7th St., Ste 220, Phoenix, AZ 85006

Phone Number: (626) 893-4472

Contact Information at The Continents States University:

Name: Ricky Madison, PharmD

Email: madisonr@continents.us

Address: 4625 Lindell Blvd Suite 200, St. Louis, MO 63108

The Continents States University

Phone Number: (314) 530-9135

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.

Pathway College:

John C. Hall

Date: 01/26/2023

John Hall, Chancellor

The Continents States University:

Ricky Madison

Date: 1/26/2023

Ricky Madison, President