ARTICULATION AGREEMENT

This Articulation Agreement ("Agreement") is entered into and effective as of the date of mutual execution ("Effective Date") between Pathways College, Inc., a California nonprofit public benefit corporation ("PCI") and John A. Logan College, collectively referred to herein as the "Parties" or "Institutions" with reference to the following:

RECITALS

1. WHEREAS, John A. Logan College has developed academic programs and curricula that meet the standards and requirements of PCI for certain general education courses and AA requirements (collectively, the "Courses");

2. WHEREAS, PCI desires to create transfer pathways between John A. Logan College for its current and former students; and to accept such programs and courses, as listed in Attachment A, toward degree programs and recognition for academic credit at John A. Logan College;

3. WHEREAS, John A. Logan College desires to create transfer pathways between PCI for its current and former students; and to accept such programs and courses, as listed in Attachment A, toward degree programs and recognition for academic credit at PCI;

NOW THEREFORE, in view of the promises and mutual consideration contained herein and incorporating into this Agreement the above recitals, the Parties hereby agree as follows:

1. Term:

   a. The term of this Agreement shall commence on the Effective Date and continue until either party terminates ("Term"). Subject to the provisions of Section 7, either party may terminate this Agreement upon 60 days’ prior written notice.

2. Joint Agreements and Obligations:

   a. Courses. Transfer pathways shall be established for programs and courses as set forth on Attachment A ("The Program and Course List"). The Program and Course List may be changed at the request of either Party, and shall include sufficient instructional content to support the granting of credit hours set forth on Attachment A by John A. Logan College or PCI. All courses must be passed with a C or better to be accepted by John A. Logan College or PCI.

   b. Information. John A. Logan College will provide information to allow PCI to ensure that the Programs and Courses as developed and implemented are consistent with the standards of PCI. PCI will provide requested information to allow John A. Logan College to ensure that the Programs and Courses as developed and implemented are consistent with the standards of John A. Logan College. The Parties 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 Agreement, as well as promote effective cooperation between the institutions. Any exchange of data or documents shall be subject to a non-disclosure agreement.

   c. Course Equivalency and Award of Academic Credit. For all former PCI students admitted into John A. Logan College, John A. Logan College agrees to accept articulated PCI credits towards degree programs and recognize academic credit for each Course as listed on Attachment A in lieu of its own comparable general education courses required
or acknowledged for degree completion. For all former John A. Logan College students admitted into PCI, PCI agrees to accept articulated PCI credits towards degree programs and recognize academic credit for each Course as listed on Attachment A in lieu of its own comparable general education courses required or acknowledged for degree completion. The Parties shall review all transfer credits from the other Institution, regardless of age. Maximum transfer credit limitations apply in aggregate to all credits transferred, from any source. Credit shall be reviewed by each Party’s Registrar and granted in compliance with applicable national, state, Title IV, and each Institution’s policies and procedures.

d. Academic Standards. The Parties shall have the right to review articulated curriculum and course content to ensure that the Courses comply with each institution’s academic standards.

e. Education Regulatory Authorities. PCI will implement this Agreement in accordance with the rules and regulations of all of its applicable education regulatory authorities including accrediting agency requirements.

f. Academic Authority. The Parties express the intention to limit the authority of PCI or John A. Logan College in respect of the admission of students to PCI or John A. Logan College, or the decision to award an academic credential.  

g. Academic Integrity. Neither Party shall engage in any misrepresentation 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 either Party’s accrediting agency.

3. Confidentiality. In performance of this Agreement, PCI and John A. Logan College may disclose certain Confidential Information either orally, electronically or in writing to facilitate student transfers. PCI and John A. Logan College shall not at any time, now or in the future, use or disclose Confidential Information or Confidential Materials except as expressly authorized. In the event either Party obtains confidential student information in the performance of its obligations under this Agreement, the parties shall protect and maintain confidential information, including confidentiality of all students as specified in the provisions of the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99) and other applicable law. The Parties shall not use or disclose confidential student information except as required by law, as required for the performance of this Agreement or as otherwise authorized by students in writing. The Parties shall notify one another immediately upon discovery of any unauthorized use or disclosure of student information and will reasonably cooperate to help regain possession of the confidential information and prevent its further unauthorized use.

4. Course Modifications. PCI and John A. Logan College reserves the right to make changes to its existing courses. For course changes and additions, PCI and John A. Logan College shall communicate to the other party and have sixty (60) days to approve articulation. If no comment is received within the sixty (60) day comment period, PCI and John A. Logan College shall assume that approval has been granted. PCI and John A. Logan College shall not accept requests for new courses without prior review. PCI and John A. Logan College may consider requests for changes or new courses but are not obligated to provide them.

5. Phase-out Period. Upon expiration or termination of this Agreement, the provisions of Section
1. a above shall continue in effect for all then enrolled students (but not later enrolled students) for the 12-month period following.

6. **Notices**. All notices, demands, and other communications hereunder (other than routine communications for administration of Courses and credits) shall be in writing and shall be deemed to have been duly given delivered five (5) days after being sent by certified mail, postage prepaid, return receipt requested, or one (1) business day after being delivered to a nationally recognized overnight carrier for next day delivery and provides for verification of service, or upon receipt if sent via email, as follows:

<table>
<thead>
<tr>
<th>If to John A. Logan College:</th>
<th>If to Pathways College Inc.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>320 N. Halstead St.,</td>
<td>320 N. Halstead St.,</td>
</tr>
<tr>
<td>Pasadena, CA, 91107</td>
<td>Pasadena, CA, 91107</td>
</tr>
<tr>
<td><a href="mailto:registrar@pathwayscollege.edu">registrar@pathwayscollege.edu</a></td>
<td><a href="mailto:registrar@pathwayscollege.edu">registrar@pathwayscollege.edu</a></td>
</tr>
<tr>
<td><a href="mailto:ella@pathwayscollege.edu">ella@pathwayscollege.edu</a></td>
<td><a href="mailto:ella@pathwayscollege.edu">ella@pathwayscollege.edu</a></td>
</tr>
</tbody>
</table>

7. **Miscellaneous**

a. **Amendment and Waiver**. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by both Parties.

b. **Relationship of Parties**. This Agreement is intended to constitute a contract for the express purposes described herein, and is not intended to be construed as or to create a partnership or joint venture between John A. Logan College and PCI. Neither party shall be authorized to bind or commit the other party to any contract, agreement or other obligation whatsoever.

c. **Governing Law**. This Agreement shall be construed and governed by the laws of California, without regard to such jurisdiction’s conflict of laws principles.

d. **Entire Agreement**. This Agreement contains the complete understanding of the parties and supersedes all prior agreements, whether written or oral, which relate to the subject matter hereof.

e. **Severability**. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant and condition to persons or circumstances other than those which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

f. **Assignment**. This Agreement shall inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns. Neither this Agreement nor any of the rights and obligations of the parties under this Agreement may be assigned by
either party without the prior written consent of the other party; provided however that no such consent shall be required for the assignment of this Agreement by John A. Logan College to a person or entity purchasing all or substantially all of the business of John A. Logan College (whether by merger, consolidation, purchase of all or substantially all of John A. Logan College assets or otherwise) so long as the purchaser has assumed all of the obligations of John A. Logan College.

g. Public Announcement. Each party agrees to hold the terms of this Agreement confidential except as otherwise required by the order of a court of competent jurisdiction. All press releases and public announcements regarding the relationship of the parties shall be approved in writing by all of the parties before any press release or other public announcement is made.

h. No Special Damages. To the fullest extent permissible under applicable law, in no event shall a party be liable to the other party or any student for any incidental or consequential damages including, without limitation, indirect, special, punitive, or exemplary damages or for any claim by any other party, even if a party has been advised of the possibility of such damages.

This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows

John A. Logan College Foundation

An Illinois not for profit corporation

By: ________________________
Name: Stephanie Chaney-Hartford
Title: Provost, John A. Logan College
Date: September 20, 2023

Pathways College, Inc.

A California nonprofit public benefit corporation

By: ________________________
Name: John Hall
Title: Chancellor
Date: 09/20/2023
### Attachment A
Pathways College Articulation Agreement for Degree Programs and Courses

## Bachelor of Arts in Business Program and Courses

<table>
<thead>
<tr>
<th>John A Logan College AA Courses</th>
<th>Credits</th>
<th>Pathways College Courses</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>COM115 Speech</td>
<td>3</td>
<td>COM 101 Speech Communication</td>
<td>3</td>
</tr>
<tr>
<td>ENG101 or ENG113 English Composition I or Professional Technical Writing</td>
<td>3</td>
<td>ENG101 Composition</td>
<td>3</td>
</tr>
<tr>
<td>BIO100, 101, 105, or 225 Biology</td>
<td>3</td>
<td>BIO101 Introduction to Living Systems</td>
<td>3</td>
</tr>
<tr>
<td>BIO225 Genetics</td>
<td>3</td>
<td>BIO301 Human Genetics</td>
<td>3</td>
</tr>
<tr>
<td>HIS202 United States History II</td>
<td>3</td>
<td>HIS101 United States History to 1877</td>
<td>3</td>
</tr>
<tr>
<td>HIS103 or HIS 104 World Civilization I or II</td>
<td>3</td>
<td>HIS250 World Histories and Cultures</td>
<td>3</td>
</tr>
<tr>
<td>ANT111, 202, 216, or 240 Anthropology, America’s Diverse Cultures, Cultural Anthropology, or Introduction to Physical Anthropology</td>
<td>3</td>
<td>ANT201 Anthropology of Change</td>
<td>3</td>
</tr>
<tr>
<td>MAT112 or 113 Intro to Contemporary Math</td>
<td>3</td>
<td>MAT101 Patterns of Mathematical Thought</td>
<td>3</td>
</tr>
<tr>
<td>BUS111, MAT 116, or MAT117 Business Mathematics, Finite Mathematics for Business and Management, or Calculus for Business and Social Science</td>
<td>3</td>
<td>MAT110 Business Math</td>
<td></td>
</tr>
<tr>
<td>MAT221 Introduction to Linear Algebra</td>
<td>3</td>
<td>MAT201 College Algebra</td>
<td>3</td>
</tr>
<tr>
<td>Course Code</td>
<td>Course Title</td>
<td>Credits</td>
<td>Course Code</td>
</tr>
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<td>-------------</td>
<td>-------------------------------------------</td>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>PSY132</td>
<td>General Psychology</td>
<td>3</td>
<td>PSY101</td>
</tr>
<tr>
<td>PSC131</td>
<td>American Government</td>
<td>3</td>
<td>POL201</td>
</tr>
<tr>
<td>BUS121, MAT119, or MAT120</td>
<td>Business Statistics or Elementary Statistics</td>
<td>3</td>
<td>LIB141</td>
</tr>
<tr>
<td>BUS110</td>
<td>Introduction to Business</td>
<td>3</td>
<td>BUS101</td>
</tr>
<tr>
<td>BUS222</td>
<td>Legal/Social Environment of Business</td>
<td>3</td>
<td>BUS221</td>
</tr>
<tr>
<td>ANY 3-credit course for elective credit</td>
<td>ANY 3-credit course for elective credit</td>
<td>Up to 48 elective credits</td>
<td>Total Elective Requirements</td>
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</table>

**Bachelor of Arts in Liberal Studies Program and Courses**

<table>
<thead>
<tr>
<th>John A Logan College AA Courses</th>
<th>Credits</th>
<th>Pathways College Courses</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>COM115</td>
<td>Speech</td>
<td>COM 101</td>
<td>Speech Communication</td>
</tr>
<tr>
<td>ENG101 or ENG113</td>
<td>English Composition I or Professional Technical Writing</td>
<td>3</td>
<td>ENG101</td>
</tr>
<tr>
<td>BIO100, 101, 105, or 225</td>
<td>Biology</td>
<td>BIO101</td>
<td>Introduction to Living Systems</td>
</tr>
<tr>
<td>BIO225</td>
<td>Genetics</td>
<td>BIO301</td>
<td>Human Genetics</td>
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<tr>
<td>Course Code</td>
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<td>Credits</td>
<td>Course Code</td>
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</tr>
<tr>
<td>HIS202</td>
<td>United States History II</td>
<td>3</td>
<td>HIS101</td>
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<tr>
<td>HIS103 or</td>
<td>World Civilization I or II</td>
<td>3</td>
<td>HIS250</td>
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<td>HIS 104</td>
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<tr>
<td>ANT111, 202</td>
<td>Anthropology, America's Diverse Cultures, Cultural Anthropology, or</td>
<td>3</td>
<td>ANT201</td>
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<tr>
<td>216, or 240</td>
<td>Introduction to Physical Anthropology</td>
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<td>MAT112 or</td>
<td>Intro to Contemporary Math</td>
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<td>MAT117</td>
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<tr>
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<td>3</td>
<td>MAT201</td>
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<tr>
<td>PSY132</td>
<td>General Psychology</td>
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<td>PSY101</td>
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<tr>
<td>PSC131</td>
<td>American Government</td>
<td>3</td>
<td>POL201</td>
</tr>
<tr>
<td>BUS121, MAT</td>
<td>Business Statistics or Elementary Statistics</td>
<td>3</td>
<td>LIB141</td>
</tr>
<tr>
<td>MAT119, or</td>
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<tr>
<td>MAT120</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOC215,</td>
<td>Diversity in American Life, Race and Ethnicity, or Social Problems</td>
<td>3</td>
<td>LIB211</td>
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<tr>
<td>SOC221, or</td>
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<tr>
<td>SOC264</td>
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<tr>
<td>HUM120,</td>
<td>Latin American Civilization, Humanities Field Experience, Irish Experience,</td>
<td>3</td>
<td>LIB 221</td>
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<tr>
<td>1241, 1251,</td>
<td>Death and Dying, or Understanding Austria</td>
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<tr>
<td>152, or 200</td>
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<tr>
<td>Course</td>
<td>Credits</td>
<td>Course</td>
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<tr>
<td>MUS105 or MUS225</td>
<td>3</td>
<td>Evolution of Music</td>
<td>3</td>
</tr>
<tr>
<td>Any 3-credit course for elective credit</td>
<td>48 Credits</td>
<td></td>
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</tbody>
</table>

*To earn a degree at Pathways College, students must complete 25% of their coursework at Pathways College.*