

# **Articulation Agreement Between Pathways College, Tulsa Welding School, and The Refrigeration School**

## **INTRODUCTION**

This ARTICULATION AGREEMENT formally recognizes that Pathways College, Inc. (“Pathways College”), Tulsa Welding School (“TWS”), and The Refrigeration School (“RSI”), 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, TWS, and RSI 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 TWS and RSI graduates who seek to continue their education at Pathways College to carry with them the credit and certifications they have already earned subject to the policies in place at Pathways College. 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 TWS or RSI only.

## **TRANSFER ELEMENTS**

### Tulsa Welding School and The Refrigeration School Degrees

- Pathways College, TWS, and RSI will draft and maintain Course Transfer Guides for each program, as Addenda to this ARTICULATION AGREEMENT, which identifies the TWS and RSI courses and curricula that satisfy specific courses, general education or unrestricted elective requirements at the Pathways College.
- Each course has been reviewed by both Parties for content and transferability.
- Under this ARTICULATION AGREEMENT, students who complete the courses and programs listed on the respective Course Transfer Guide, will receive transfer credit for those courses that are required in the chosen program of study at Pathways College.
- 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.

- Residency requirement: twenty-five percent (25%) of the credits for a degree must be completed at Pathways College.
- Applicants successfully completing the articulated 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 transfer admission to Pathways College. A history of acts by the potential student that fall into categories identified in the Federal Campus Security Act may disqualify a candidate for guaranteed admission.
- 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 Pathways College Academic Catalog. Please refer to Pathways College Academic Catalog for complete admissions and program requirements.
- Pathways College and TWS or RSI shall review and update the Course Transfer Guide as necessitated by curriculum changes by either party.

### **PATHWAYS COLLEGE TRANSFER CREDIT POLICY & PROVISIONS**

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 is committed to supporting students in earning their degrees. As such, Pathways College reviews all transfer credit, regardless of age. Transfer credit previously awarded to student at TWS or RSI from other institutions shall be recognized by Pathways College upon the student's admission. In addition to credits earned at TWS or RSI, students may submit transcripts from other institutions they have attended, if not already transferred to TWS or RSI, 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.

### **PATHWAYS COLLEGE TRANSFER OR GRADUATION EXCEPTIONS:**

As part of this ARTICULATION AGREEMENT between Pathways College and TWS or RSI, individual students seeking an exception to any of the provisions outlined in the General Transfer Credit Provisions may make a request through the Office of the Registrar, and will be reviewed in partnership with the Chief Academic Officer.

### **REPORTING**

Pathways College will provide TWS or RSI with a report annually, on or before June 30, on the TWS or RSI graduates taking coursework at Pathways College pursuant to this ARTICULATION AGREEMENT. The report shall include the following information: student name, degree program of record, total number of credits transferred, credits earned to date at Pathways College and anticipated graduation date for the proceeding [academic year or 12 months]. 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. TWS or RSI may also request additional reporting. TWS or RSI 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, TWS, and RSI agree to a custom partner landing page to notify graduates about the existence of an articulation agreement between the Parties. Prior to release of information about this ARTICULATION AGREEMENT, Parties shall agree to a communications plan in accordance with the terms below.

Pathways College may engage in any of the following methods and other mutually agreed upon approaches to engage eligible TWS and RSI graduates:

- With consent of the graduate, TWS or RSI 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.
- TWS and RSI agree to send informational email blasts to students in their final two terms of enrollment providing details on the Articulation Agreement with Pathways College.
- TWS and RSI agree to host Pathways College representative on campus up to two times per year to provide information and make contact with students.
- TWS and RSI shall offer Pathways College a spot/booth/table at school-hosted events. Direct graduates to a custom partner landing page on the Pathways College website.
- Communicate via targeted phone calls and emails for graduates that might particularly benefit from the partnership opportunity.
- Educate all departments within TWS and RSI about the ARTICULATION AGREEMENT and how to provide additional information to graduates.
- Provide graduates with a custom partner landing page on the TWS and RSI 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 TWS or RSI. As a commitment to easing the access of transfer material and advising services, Pathways College, TWS, and RSI agree to promote seamless transfer by providing graduates with a custom partner landing page on the TWS/RSI website.

Development, distribution, and accuracy of all transfer articulation products (e.g. ARTICULATION AGREEMENT and Course Transfer Guides) 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, TWS, and RSI 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, TWS, and RSI 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 executed on [insert date].

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 the respective Party's accrediting agency.

## **INTELLECTUAL PROPERTY**

Pathways College will provide TWS and RSI with a depiction of its logo and approved text, and TWS and RSI are 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, TWS and RSI 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 TWS or RSI. 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 all 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 TWS or RSI 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 TWS and RSI 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.

Contact Information at the Pathways College:

Name: John Hall, Sr.

Email: [john@pathwayscollege.edu](mailto:john@pathwayscollege.edu)

Chancellor of Pathways College

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

Phone Number: (626) 893-4472

Contact Information at Tulsa Welding School:

Name: Lisa A Mays, VP of Education

Email: [lisa.mays@stratatech.com](mailto:lisa.mays@stratatech.com)

Address: 120 N. 44th Street #230, Phoenix, AZ 85034

Phone number: (614) 557-1922

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.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

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.

**Pathways College, Inc.:**

*John C. Hall*

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Date: 11/15/2023

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John Hall, Chancellor

**Tulsa Welding School and The Refrigeration School:**

*Lisa Ana Mays*

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Date: 11/15/2023

Lisa Mays, VP of Education

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Name, Title: