

TRANSFER ARTICULATION AGREEMENT

Between
PIMA COUNTY COMMUNITY COLLEGE DISTRICT
And
THE CATHOLIC UNIVERSITY OF AMERICA

This TRANSFER ARTICULATION AGREEMENT (“**Agreement**”) is made as of January 1, 2021 (“**Effective Date**”), by and between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**PCC**”), a political subdivision of the State of Arizona, located in Tucson, Arizona, and The Catholic University of America (“**CUA**”), a private Congressionally Chartered institution of higher education, located at 620 Michigan Ave., N.E. Washington, DC 20064. This Agreement is made pursuant to, and implements in part, the **Academic Affiliation Partnership Agreement (“Main Agreement”)** signed by the parties on July 21, 2021.

RECITALS:

- A. PCC is a public community college offering various platforms of higher education, including traditional two-year associate degrees.
- B. CUA is a private institution of higher education offering various platforms of higher education, including traditional four-year bachelor degrees.
- C. PCC and CUA each desire to maintain and improve its existing standard education delivery and education by participating in an innovative educational program.
- D. PCC and CUA desire to establish and maintain a working relationship in order that the students involved receive the opportunity and benefit of participating in the Program.
- E. PCC and CUA are mutually desirous of cooperating in the manner set forth in this Agreement and in the Addenda which are attached hereto and incorporated into this Agreement.
- F. Transferability of courses between PCC and CUA will enable students to better complete a Bachelor of Arts in Management- General Management at CUA, an Associate Degree in Business or other degrees and certificates at Pima.
- G. In the event of any conflict between the terms of this Agreement and the Main Agreement, the terms of the Main Agreement shall rule and govern.

AGREEMENT:

NOW, THEREFORE, in consideration of mutual promises set forth herein, the parties agree as follows:

1. DEFINITIONS

“Associate Degree” – Means an Associate Degree from PCC in any of the following five categories: Associate of Arts (AA), Associate of Business (ABUS), Associate of Fine Arts (AFA), Associate of Science (AS) and Associate of General Studies (AGS).

“The Program” -Refers to the student transfer pipeline between PCC and CUA described herein.

2. ADMISSION TO CUA BUSINESS MANAGEMENT PROGRAM

- 2.1 Admission and Credit Transfer** PCC graduates who have successfully completed at least 60 semester credits under the terms of this Articulation Agreement which apply to the Bachelor of Arts in Management- General Management program requirements and have met other CUA admission requirements will be admitted to that program at The Catholic University of America’s Metropolitan School of Professional Studies. CUA will evaluate

all transfer credits submitted via an official PCC transcript, to determine their applicability towards fulfilling major requirements, core requirement, pre-requisite requirements, or open elective credit for student's enrolled program of study. See Attachment A.

- 2.2 **Eligibility** Student's eligibility to participate in this program is determined by CUA through its normal application process.

3. TRANSFER ELEMENTS

- 3.1 **Grade Requirement for Transfer** PCC Students who have completed an Associate Degree and PCC students who transfer to CUA without an Associate Degree will have the transferability of their course credits evaluated on a course-by-course basis. A student must have received a grade of a C or better in a course in order for that course to be eligible for transfer. PCC Students transferring to CUA both with and without an Associate Degree may need to take additional courses to fulfill CUA's general education requirements. These additional courses may be taken either at PCC or CUA.

- 3.2 **Upper-Division Credits** Lower-division credits earned at PCC and evaluated by CUA as equivalent to CUA's required upper-division credits or competencies will fulfill those requirements at CUA.

4. TERM; TERMINATION

- 4.1 **Term.** The term of this Agreement shall commence as of the Effective Date and shall be in effect until August 18, 2024 ("**Term**").

- 4.2 **Termination.** This Agreement may be terminated by either Party at the end of any academic semester, without cause, upon giving the other Party ninety (90) calendar days' prior written notice. In the event a Party is in material breach of any of its obligations under this Agreement, the non-breaching Party shall notify the Party in breach and the Party in breach shall have thirty (30) calendar days to cure such breach ("**Cure Period**"). If the breach is capable of cure, and, if the Party in breach has not cured such breach within the Cure Period, then the non-breaching Party may terminate this Agreement upon giving the Party in breach a thirty (30) calendar day prior written notice of termination for cause. Notwithstanding the foregoing, in the event of termination, with or without cause, Students then enrolled in the Program shall be allowed to complete the then-current academic year, and the Parties shall work collaboratively in good faith to minimize the inconvenience, expense, and academic risk of termination to the Students and ensure the Students can transition to another program, college or university. The academic year shall be from August 20 through August 19 in each year of the Term.

5. EVALUATIONS; REVISIONS

- 5.1 **Ongoing Evaluations.** The parties shall conduct ongoing evaluation of the transfer arrangement under this Agreement and the progress made toward the parties' goals set forth herein. Information obtained from the evaluations will be used to improve the student-transfer process.

- 5.2 **Revisions.** Either party may request review and changes to the curriculum covered by this Agreement at any time during the Term by written notice to the other party. Any changes resulting from such a review are subject to Section 9.7 ("**Amendments**").

6. SCHOLARSHIPS

- 6.1 **CUA Scholarships.** PCC Students transferring to CUA shall be eligible to apply for all generally available scholarships and grants at CUA for which they qualify.

7. RESPONSIBILITIES OF PCC

PCC shall:

- 7.1 Plan and coordinate educational experience of Students regarding PCC courses and curriculum.
- 7.2 Maintain accreditation by the Higher Learning Commission.
- 7.3 Supervise and evaluate Students while Students enrolled at PCC and provide Student transcripts each semester.
- 7.4 Advise Students regarding PCC courses and associate degrees.
- 7.5 Provide Students, during the first two (2) years of the Program, all rights and opportunities afforded to all students of PCC.
- 7.6 Provide all services to Students that other students of PCC receive.
- 7.7 Designate an individual who will be the point of contact for Students engaged in the Program as well as the primary point of communication with CUA.
- 7.8 Fulfill all additional obligations set forth in this Agreement as well as in the Addenda.
- 7.9 Include CUA's Tucson program landing-page link on the partnership page of PCC's website.

8. RESPONSIBILITIES OF CUA

CUA shall:

- 8.1 Advise PCC students intending to enter the CUA program on the advantages of completion of their PCC degrees as part of the program.
- 8.2 Provide CUA marketing literature, catalogs, and/or other information to PCC to inform PCC's advisors, counselors, and faculty of CUA's admission requirements and academic programs.
- 8.3 Provide PCC with aggregate information regarding PCC transfer-student admission, majors, and graduation data in compliance with all federal, state, and local laws upon PCC's request.
- 8.4 Plan and coordinate educational experience of Students regarding CUA courses and curriculum.
- 8.5 Recruit and admit prospective students for the Program.
- 8.6 Maintain accreditation by the Middle States Commission on Higher Education.
- 8.7 Advise Students regarding CUA courses and bachelor degree and provide Student transcripts each semester.
- 8.8 Designate an individual who will be the point of contact for Students as well as the primary point of communication with PCC.

9. MISCELLANEOUS PROVISIONS:

9.1 **Scope of Relationship**

- a. Designation of Representatives. Each Party shall designate an official representative ("Party Representative") to be its main point of contact regarding the Program and this Agreement. These initial Party Representatives shall be:

The Catholic University of America:

Keiran D. Roche
Program Director
Pima Community College

Catholic University of America

c/o The Catholic University of America
1255 N. Stone Ave.
Tucson, AZ 85709-3200
Ph. 620-687-3912
cua-tucson@cua.edu

Pima County Community College District:

Morgan Phillips
Vice Chancellor for Academic Excellence
Pima Community College
1255 N. Stone Ave.
Tucson, AZ 85709-3000
Ph: (520) 206-4539
Mphillips23@pima.edu

b. Performance of Services. The Party Representatives shall communicate regularly regarding the Program. The Parties shall meet on a monthly basis to discuss Program performance and any additional items that need to be discussed. The Parties shall provide periodic written assessments regarding the fulfillment of their respective obligations and performance as well as the performance of the Program, as may be agreed by the Parties, and provided to the respective Party Representative. Each Party shall maintain compliance with any and all reporting standards set forth by its accrediting body, of which each Party Representative shall provide the other Party Representative notice.

c. Communication. The Party Representative of each Party shall promptly notify each other in writing of any issue or potential issue regarding the Program or a Student enrolled in the Program.

d. Program Guarantee. The Parties recognize that PCC has a set minimum enrollment number of 15 students to run a course. However, if the aggregate Program and PCC student enrollment in any Program class falls below 15 students, PCC will waive the minimum enrollment requirement and the class will proceed as scheduled. In the event PCC waives the minimum number of students in a class, PCC shall calculate the deficit to the targeted revenue for the class for which such waiver is given, and CUA shall reimburse PCC that deficit amount.

9.2 **Student Records: FERPA** Both Parties are educational institutions. As such, each Party shall ensure that all officers, directors, employees, agents, subcontractors, independent contractors, and any other party it engages who could have access to any student educational records or information shall comply with all Family Educational Rights and Privacy Act (“FERPA”) rules and guidelines for any student educational information it may receive in the course of the Program described in this Agreement.

9.2 **Non-Exclusive** The Parties agree and recognize that this Agreement shall be non-exclusive and both Parties may engage in similar or same services with parties outside this Agreement.

9.3 **Contact Persons; Notices.** Any notice to be given under this Agreement must be in writing and sent to the intended party’s address indicated below:

To PCC:

Wendy Weeks
AVC for Curriculum & Quality Improvement
4905 E. Broadway Blvd.

Tucson, AZ 85709-1125
(520) 206-4903
wweeks@pima.edu

with copy to
Contract Services
4905 E. Broadway Blvd.
Tucson, AZ. 85709
520-206-4712
Pcc-contracts@pima.edu

To CUA:
Catholic University of America
Attn: Vincent Kiernan
620 Michigan Ave., NE,
Washington, DC, 20064

- 9.4 Non-Discrimination.** Neither party shall discriminate against any person on any basis prohibited under applicable state or federal law.
- 9.5 Governing Law.** This Agreement is governed by and interpreted in accordance with the laws of the State of Arizona without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in Pima County, Arizona. This Agreement is subject to the provisions of the Arizona Revised Statutes (“ARS”) including, ARS 38-511.
- 9.6 Entire Agreement.** This document, including all Attachments and Addenda, constitutes the entire agreement between the parties.
- 9.7 Amendments.** This Agreement shall not be modified, amended, or extended except by written amendment signed by both parties. Any such amendment shall be executed prior to the Term expiration.

IN WITNESS WHEREOF, the parties duly authorized to execute this Agreement on behalf of PCC and CUA have executed this Agreement as of the last date indicated below.

PIMA COUNTY COMMUNITY COLLEGE DISTRICT

Dolores Duran-Cerda
By: _____
Signed: 8/10/2022

Name: Dolores Duran-Cerda Ph.D.

Title: Executive Vice Chancellor and

Provost

Date:

CATHOLIC UNIVERSITY OF AMERICA

J. Steven Brown
By: _____

Name: J. Steven Brown, Ph.D.

Title: Senior Vice Provost for Academic Administration

Date: 8-5-2022

**ATTACHMENT A
TO TRANSFER ARTICULATION AGREEMENT**

PCC Courses Transferring to CUA

Pima Course(s)	Title	CUA Course	Title	Crd
*WRT 101, 101HC, 101S OR 101SE	English Composition I	MHU 151	Rhetoric and Composition	3
*WRT 102 or 102HC	English Composition II	MHU 152	Composition and Research	3
WRT 254	Advanced Professional Communications	*MGT 250/ MMGT 250	Business Communication	3
*MAT 212	Topics in Calculus	MATH 111	Calculus for Social-Life Science I	3
*BUS 205	Statistical Methods in Economics and Business	MBU 370	Statistics	3
*CIS 120	Computer Applications for Business	MIS 105	Introduction to Information Technology	
ACC 211	Financial Accounting	*ACCT 205/ MMGT 205	Accounting I	3
ACC 212	Managerial Accounting	*ACCT 206/ MMGT 206	Accounting II	3
BUS 148	Ethics in the Workplace	MGT 301/ MMGT 301	Ethics in Business and Economics	3
BUS 220	Legal Environment of Business	MGT 321/ MGT 322/ MMGT 322	Business Law I	3
BUS 277	Analytical Methods in Business	MGT 365/ MMGT 365	Quantitative Methods in Decision Making	3
ECN 201 or 201HC	Microeconomics Principles	*SRES 101/ MMGT 101	Foundations of Economic Thought I	3
ECN 202 or 202HC	Macroeconomics Principles	*SRES 102/ MMGT 102	Foundations of Economic Thought II	3
AST 101IN, 102IN, 105IN, BIO 100IN, 105IN, 108IN, 109IN, 115IN, 121IN, 127IN, 135IN, 156IN, 160IN, 181IN, 192IN, 183IN, 184IN, 201IN, 202IN, 205IN, CHM 121IN, 130IN, 140IN, 151IN, 152IN, 235IN, 236IN, FSN 127IN, GEO 101IN, 102IN, GLG 101IN, 102IN, 110IN, PHY 121IN, 122IN, 210IN, 216IN	Biological and Physical Sciences General Education Course	Natural Science Elective	General Education Natural Science Elective	4
LIT 224, 225, 231, 261, 261HC, 262, 265,	Literature Course	Lit Elective	General Education Literature Elective	3

280, 289, or 289HC				
ART 100, 105, 106, 110, 115, 120, DAR 250, 251, 252, FDC 132, 141, MUS 102, 111, 125, 151, 160, THE 105, or three credits from MUS 108, 109, 116, 117, 120, 121, 130, 131	General Education Fine Arts Course	FA Elective	General Education Fine Arts Course	3
AIS 124, AIS/ANT 148, AIS/ANT/ARC 205, ANT/ARC 101, ANT 130, HIS 101, 101HC, 102, 102HC, 103, 104, 113, 114, 122, 124, 130, 141, 141HC, 142, 147, 148, 160, 161, 170, 254, 274, POL 100, 201, 202, 203, 204, 210, 231 or 240	History or Political Sciences Courses	HIST or POL Elective	General Education History or Political Science Elective	3
A second course from AST 101IN, 102IN, 105IN, BIO 100IN, 105IN, 108IN, 109IN, 115IN, 121IN, 127IN, 135IN, 156IN, 160IN, 181IN, 192IN, 183IN, 184IN, 201IN, 202IN, 205IN, CHM 121IN, 130IN, 140IN, 151IN, 152IN, 235IN, 236IN, FSN 127IN, GEO 101IN, 102IN, GLG 101IN, 102IN, 110IN, PHY 121IN, 122IN, 210IN, 216IN	Biological and Physical Sciences General Education Course	Natural Science Elective	Degree Elective Credit	4
*MAT 151	College Algebra	Elective	Degree Elective Credit	4
MAT 188	Precalculus Algebra	Elective	Degree Elective Credit	4
University Transfer Courses totaling 4 credit hours	Any *MAT 151/188 Replacement Course(s) if needed	Elective	Degree Elective Credit	4
STU 107 and 210UA or 210UT	ABUS Student Success Courses	Non-Transfer	Credits do not apply to CUA Degree	X
*Courses currently offered in the concurrent PCC-CUA Program.				

**ATTACHMENT A
TO TRANSFER ARTICULATION AGREEMENT**

CUA Courses Transferring to PCC

CUA Course	Title	Pima Course(s)	Title	Crd
MHU 151	Rhetoric and Composition	*WRT 101	English Composition I	3
MHU 152	Composition and Research	*WRT 102	English Composition II	3
*MGT 250/ MMGT 250	Business Communication	WRT 254	Advanced Professional Communications	3
MATH 111	Calculus for Social-Life Sciences I	*MAT 212	Topics in Calculus	3
MBU 370	Statistics	*BUS 205	Statistical Methods on Economics and Business	3
MIS 105	Introduction to Information Technology	*CIS 120	Computer Applications for Business	3
*ACCT 205/ MMGT 205	Accounting I	ACC 211	Financial Accounting	3
*ACCT 206/ MMGT 206	Accounting II	ACC 212	Managerial Accounting	3
MGT 301/ MMGT 301	Ethics in Business and Economics	BUS 148	Ethics in the Workplace	3
MGT 321/ MGT 322/ MMGT 322	Business Law I	BUS 220	Legal Environment of Business	3
MGT 365/ MMGT 365	Quantitative Methods in Decision Making	BUS 277	Analytical Methods in Business	3
*SRES 101/ MMGT 101	Foundations of Economic Thought I	ECN 201	Microeconomics Principles	3
*SRES 102/ MMGT 102	Foundations of Economic Thought II	ECN 202	Macroeconomics Principles	3
TRS 201	Foundations of Theology I	TRN Elective	Transfer Elective	3
TRS 202	The Church and the Human Person	TRN Elective	Transfer Elective	3
TRS 335	Christian Marriage and Family Life	TRN Elective	Transfer Elective	3
PHIL 101 or 301	Reasoning and Argumentation	PHI 120	Introduction to Logic	3
*PHIL 201	The Classic Mind	TRN Elective	Transfer Elective	3
PHIL 202	The Modern Mind	TRN Elective	Transfer Elective	3
*SRES 171P/ MMGT 171	Human advantage and the Future of Work	TRN Elective	Transfer Elective	3
FIN 226/ MMGT 226	Introduction to Financing	FIN 200	Business Finance	3
*MGT 118/ MMGT 118	Tools and Foundation for the Vocation of Business	Gen Elective	Non-Transfer Elective	3
*MGT 123/ MMGT 123	Foundation of Business	BUS 100	Introduction to Business	3
*MGT 240/ MMGT	Management of Information	Gen Elective	Non-Transfer Elective	3

240				
MGT 310/MMGT 310	Leadership and Organization	TRN Elective	Transfer Elective	3
MGT 311/MGT 311	Organizational Behavior	TRN Elective	Transfer Elective	3
*Courses currently offered in the concurrent PCC-CUA Program.				

**Addendum 1
Financial Aid**

This Addendum 1 (**Addendum 1**) to the Agreement is acknowledged by the Parties and made part of the Agreement .

The Parties agree that PCC shall be responsible for the processing and disbursement of Federal Student Aid (Title IV) funds for Students in the Program who are taking at least 50%of their classes at PCC. Students in the Program shall be degree- seeking students. PCC's policies and procedures on the administration of Federal Student Aid are available at <https://www.pima.edu/paying-for-college/financial-aid/index> .

Record of Signing

For Pima County Community College District
Name Dolores Duran-Cerda
Title Provost and Executive Vice Chancellor

Dolores Duran-Cerda

Signed on 2022-08-10 19:02:29 GMT

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DocumentID: NzQ2ZjM5MzEtMD
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Signing date: 8/10/2022
IP Address: 72.211.144.213
Email: dcerda@pima.edu