



**MARICOPA**  
COMMUNITY COLLEGES



**SUNY EMPIRE**  
STATE COLLEGE

**Agreement  
between  
Maricopa Community Colleges  
and  
State University of New York  
Empire State College**

This Agreement (“Agreement”) is made by and between The Maricopa Community Colleges, having its principal place of business located at 2411 W. 14th St, Tempe, Arizona 85281 (“Maricopa”) and the State University of New York, by and on behalf of Empire State College, having its principal place of business located at 2 Union Avenue, Saratoga Springs, New York 12866 (“SUNY Empire”), to facilitate students’ transfer from Maricopa to SUNY Empire. SUNY Empire and Maricopa may be referred to collectively as the “Parties” or individually as a “Party.”

**PURPOSE**

This Agreement formally recognizes that both institutions are active educational partners, committed to providing greater educational opportunities and services for students transferring between institutions. This commitment strongly supports the concept of seamless transfer that embraces the principle that transfer students should not be required to repeat competencies already achieved.

Both institutions enter into this Agreement in the spirit of cooperation and mutually recognize each other as quality institutions of higher learning. Each institution, furthermore, is dedicated to serving students, regardless of race, ethnicity, religion, gender, sexual preference, disability, color, age, marital status, national origin or other non-merit factors.

Under the terms and conditions of this Agreement, participating students will maximize, as much as possible, the application of their community college coursework and credits to their bachelor’s degree program.

Through ongoing communication between their faculty and staff, Maricopa and SUNY Empire will strive to understand the obstacles confronting students who are transferring and cooperate in removing such obstacles.

***Benefits for Maricopa Community College District Transfer Students***

Empire State College will provide the following benefits for participating Maricopa students:

- Guaranteed admission to a bachelor’s degree program
- Waiver of the \$50 admission / orientation fee
- Provision of a \$100 transfer scholarship in the first term of matriculation at SUNY Empire
- Non New-York residents are eligible for a SUNY Empire nonresident tuition grant that significantly lowers their tuition rate

To be eligible, Maricopa transfer students must have completed an associate degree within the last 3 years, or be in their final year of completing an associate degree. All students need to complete the application process and meet all admissions criteria before being accepted to SUNY Empire.

A unique application benefits code (the “Code”) for interested students to use during the admissions application process will be created by SUNY Empire and provided to appropriate staff at Maricopa for distribution. Participants must enter the Code upon submission of their online application for admission to receive the benefits.

Maricopa will provide SUNY Empire with the name(s) of the appropriate staff who will be responsible for receiving and disseminating the Code. Maricopa will make good faith efforts to not make the Code publicly available.

### ***Benefits for Employees of Maricopa Community College District***

Employees of Maricopa may participate in the program and become students at SUNY Empire by way of this Agreement. Employees who already hold an associate degree are eligible for the benefits as listed above for transfer students, regardless of when they received their degree. Further, employees who hold a bachelor’s degree and wish to pursue a graduate degree at Empire State College are eligible for the following benefits:

- Waiver of the \$50 graduate admission / orientation fee
- \$100 graduate student scholarship in the first term of matriculated enrollment in the School for Graduate Studies
- Non New-York residents are eligible for a SUNY Empire nonresident tuition grant that significantly lowers their tuition rate
- A single point of contact at the School for Graduate Studies to guide new students through the admissions, enrollment and orientation process. The contact person as of the time of execution of this Agreement is:

Evan Reese  
Graduate Outreach and Academic Advisement Coordinator  
[Evan.Reese@esc.edu](mailto:Evan.Reese@esc.edu)  
(800) 847-3000 ext. 2904

For a complete list of graduate level degree and certificate programs offered by SUNY Empire is available at: <https://www.esc.edu/graduate-studies/>.

### ***Benefits for Active Military, Veterans, and Spouses***

SUNY Empire has a long-standing commitment of supporting active military, veterans and family members, and enthusiastically pledges to maintain its commitment to provide the following benefits and services to military-aligned students and as they may be amended from time to time by SUNY Empire:

- Pre-enrollment advising and an Evaluated Education Plan (EEP) with a review of anticipated transfer credits prior to enrollment
- Waive or otherwise pay on the eligible student(s)’ behalf, all mandatory fees for military members (active-duty, guard, reserve and veterans) along with their spouses. Waived or otherwise covered fees include: orientation fee, college fee, student activity fee, technology fee, health and wellness fee, portfolio (assessment) fee, and program amendment fee.

- Individualized Prior Learning Assessment (iPLA) fees are waived for military members
- Support military-aligned students through Veterans Affairs (VA) and Tuition Assistance (TA) funding processes
- Access to SUNY Empire’s Office of Veteran and Military Education (OVME) and its dedicated resources to support student success all the way through to degree completion.

### **OBLIGATIONS OF SUNY EMPIRE**

SUNY Empire agrees to provide the following transfer support services to Maricopa:

- To the extent permitted by law or regulation, collect and provide requested annual enrollment and graduation data to Maricopa.
- Distribute by email annual transfer experience survey to former Maricopa students enrolled at SUNY Empire.
- Understand and agree that transfer articulation is with Maricopa as a whole and not with individual colleges within the district. Therefore, it is understood and agreed that courses taken at any Maricopa college or center are generally equally transferable SUNY Empire.
- Provide transfer advising to Maricopa students and invite them to participate in events and presentations promoting their transfer. Additionally, SUNY Empire will provide access to materials, catalogs, and other information to Maricopa advisors to facilitate their understanding of university requirements and academic programs.
- Plan and/or participate in at least one event (in person or virtually) per year at one or more of the Maricopa Community Colleges for prospective transfer students.
- If warranted by the student's academic achievement and/or special talents, SUNY Empire will inform students of specific scholarship opportunities. SUNY Empire will also provide access to scholarship information to Maricopa students.
- Maximize the transferability and applicability of credits from Maricopa.

### **OBLIGATIONS OF MARICOPA**

The Center for Curriculum and Transfer Articulation at Maricopa agrees to provide the following transfer support services to Empire State:

- Website placement
- Invitations to transfer fairs and other college events
- Student Success Conference sponsorship opportunities
- Distribution and posting of partner-supplied marketing materials at the colleges
- Inclusion of articles in *Transitions* and *Transfer Focus* newsletters
- Opportunities to meet with faculty and academic advisors
- Review and promotion of partner-supplied/hosted marketing materials, webinars, and events
- Opportunity to request MCCC student directory information in compliance with all federal, state, and local laws

Additional services, funding, time and staff permitting, may be provided and will be listed in a mutually agreed upon written and duly-executed addendum to this Agreement.

### **JOINT OBLIGATIONS**

The Center for Curriculum and Transfer Articulation at Maricopa and SUNY Empire agree to collaborate to:

- continuously improve this transfer partnership for the benefit of students and will promote effective cooperation between the two institutions. The institutions will exchange admission, grades, and retention data after obtaining appropriate permission from the students involved and in compliance with all applicable federal, state, and local laws;
- support recruitment, enrollment, retention, and completion efforts, and communicate regularly and in a timely manner;
- identify scholarship opportunities for Maricopa students;
- provide direct links between their institutional websites, indicating the existence of this transfer partnership;
- maintain a copy of this Agreement;
- provide program and academic support (advising, training, marketing, etc.) for articulated pathways.
- develop, distribute, and maintain accurate transfer articulation and marketing resources. Each institution is responsible for the accuracy of the information it distributes verbally, in print, on the web, or otherwise. Both institutions agree to make reasonable efforts not to misrepresent the other, and to consult each other in order to maintain the integrity of messaging to students.
- annually evaluate the effectiveness of the partnership supported by this Agreement. The outcome of the evaluation will be used to improve the transfer process for the benefit of students, and will be used to support the continuation or discontinuation of the formal partnership supported by this Agreement.
- Notwithstanding the foregoing, the Parties agree that the expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each Party to the extent that their participation is required and said resources are reasonably available.

### **LONGEVITY OF THE AGREEMENT**

This Agreement shall commence on the date of the last signature of approval on this agreement and shall continue for five (5) years. This Agreement may be renewed by entering into a new agreement upon the mutual written consent of the Parties. Failure to meet the obligations of this agreement are acceptable grounds for either Party to terminate the Agreement. This Agreement may be terminated by either Party upon 45 days written notice. Such termination shall not affect students' matriculation status in their program of study. Students who transferred to SUNY Empire from Maricopa prior to the termination date will continue to receive all benefits of the Agreement as long as they remain in good standing at SUNY Empire.

## OTHER TERMS AND CONDITIONS

- Participants matriculated at SUNY Empire shall be subject to the same rights, responsibilities, and to the college policies as any other SUNY Empire student.
- Each Party will comply with all applicable law, policies and accreditation standards in performing its obligations under this Agreement.
- The Parties acknowledge that this Agreement is not exclusive to either Party.
- The Parties acknowledge that this Agreement does not create a partnership as defined by New York Partnership Law, nor is either Party acting as the agent for the other. The Parties agree that each is acting independently of the other in a cooperative collaboration.
- The Parties agree that their respective trademarks, service marks and logos are registered trademarks or are owned by the respective Parties (the “Licensed Marks”). To the extent required by this Agreement, each Party grants to the other a non-exclusive license to use the Licensed Marks only in connection with the purposes identified herein. Such License should not be construed as permission by either Party to use its name or the Licensed Marks for any other purpose. The Parties agree not to use, reproduce, copy or create materials bearing each other’s name, logos or Licensed Marks without the prior review and approval of the owner party.
- Notice to either Party hereunder must be in writing, signed by the Party giving it and shall be served either personally or by certified mail, return receipt requested, or by nationally recognized overnight courier service, with delivery receipt, addressed as follows:

SUNY Empire State College  
Attn: Director of Academic Development  
Office of Academic Affairs  
2 Union Avenue  
Saratoga Springs, NY 12866

Maricopa Community College District  
Attn: District Director  
Center for Curriculum and Transfer  
2411 West 14<sup>th</sup> Street  
Tempe, AZ 85281

Notice shall be deemed complete on the date of hand or courier delivery (as evidenced by a signed receipt) or the date of delivery by certified mail (as evidenced by a return receipt from the United States Postal Service). Each Party may change its address or addressee set forth above by giving written notice of change to the other party.

- It is mutually agreed that neither Party shall discriminate on the basis of race, color, national origin, religion, creed, age, disability, sex, gender identity, gender expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, criminal conviction, or any other legally protected class.
- The Parties acknowledge that activities under this Agreement may require them to have access to the other Party’s “Education Records,” as that term is defined under the Family Educational Rights and Privacy Act (“FERPA”). The Parties acknowledge that for the purpose of this Agreement, each will be designated as a “school official” with “legitimate educational interest” in the Education Records, as those terms have been defined under FERPA and its implementing regulations, and the Parties agree to abide by the limitations and requirements imposed on school officials. The Parties agree to use the Education Records only for the purpose of fulfilling their duties under this

Agreement for their mutual benefit, and will not share such data with or disclose it to any third party except as required by law or as authorized in writing by the Parties. This duty continues indefinitely after termination of the agreement.

- This Agreement represents the full and complete agreement between the Parties and supersedes all prior proposals, representations, communications, negotiations and agreements between the parties whether oral or written, with respect to its subject matter and it may not be modified except by a subsequent written Agreement signed by all Parties.
- This Agreement, the attachments and/or any provision therein, shall not be construed against any one party but shall be construed as if all Parties to this Agreement and the Attachments jointly prepared the documents.
- This Agreement is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this Agreement.
- This Agreement may be executed in two or more counterparts, any of which will be deemed an original, and all of which, taken together, will constitute one and the same instrument.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representative of each Party as of the date written below.

**Signatures to the Agreement**

**Maricopa Community Colleges**

Karla Fisher, Ph.D.  
Executive Vice Chancellor and Provost



11/16/2020

\_\_\_\_\_  
(date)

**SUNY Empire State College**

Elizabeth R. Berlin  
Officer in Charge



11/17/2020

\_\_\_\_\_  
(date)

**Contact Information at Maricopa:**

Julie Stiak  
Interim Director of Curriculum and Transfer  
2411 W 14<sup>th</sup> Street  
Tempe, AZ 85281  
(Tel) 480-731-8039 (Fax) 480-731-8717  
[rose.rojas@domail.maricopa.edu](mailto:rose.rojas@domail.maricopa.edu)

**Contact Information at SUNY Empire State College:**

Heidi Lazare  
Outreach and Recruitment Specialist  
111 West Avenue  
Saratoga Springs, NY 12866  
(800) 847-3000 ext.2848  
[Heidi.Lazare@esc.edu](mailto:Heidi.Lazare@esc.edu)