

**Collaborative Agreement  
between  
Rio Salado College - National Division  
and  
State University of New York Empire State College**

Rio Salado College - National Division (“Rio National”), having its principal place of business located at 2323 W 14<sup>th</sup> Street, Tempe, Arizona 85281, and the State University of New York, by and on behalf of Empire State College (“SUNY Empire”), having its principal place of business located at 2 Union Avenue, Saratoga Springs, New York 12866, hereby establish a Collaborative Agreement to facilitate students’ transfer from Rio Salado College - National Division to SUNY Empire State College.

**Introduction**

1. Rio National and SUNY Empire are formally recognized as parties in this collaborative educational Agreement.
2. Rio National and SUNY Empire 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 seeking access to transfer pathways that will help them achieve their educational and career goals.
3. It is the intent of the partnership to increase degree completion at the associate and baccalaureate levels.

**Purpose**

1. The purpose of the partnership is to expand access to baccalaureate education and to accommodate the growth that will result from expansion of educational opportunities for shared learner populations.
2. The partnership will promote effective inter-institutional relations to enhance student success.
3. The partnership will be built on a commitment to quality – in the academic programs, support services, and infrastructure.
4. The planning and implementation of the partnership will be collaborative and supported by an environment of mutual respect.
5. Those involved in the partnership will be encouraged to be innovative and explore new opportunities.
6. A student-centered approach will be fundamental to the development of the programs and services to support this collaboration.

**Obligations of Rio Salado College- National Division**

Rio National agrees to provide the following transfer support services to students transferring to SUNY Empire:

- Website placement; Rio National agrees to create, promote and continually update a robust partnership webpage highlighting the partnership between institutions.
- Invitations to transfer fairs and other college events; Rio National will continually collaborate with SUNY Empire to co-host, promote and present opportunities for student transfer that highlight and endorse the partnership, especially virtual opportunities including but not limited to:
  - Webinar presentations
  - College-wide Community Presentations
  - Student informational webinars and presentations
  - Joint/co-branded learn sessions and/or webinars

- Distribution and posting of partner-supplied marketing materials at the colleges; Rio National will promote the partnership across their campuses through various mediums and promotional avenues (i.e. newsletter highlights, webinars, posting of college paraphernalia, etc.)
- Create and endorse opportunities for learners (and employees) to meet with faculty and academic advisors whenever necessary and possible.
- Review and engage in the promotion of partner-supplied/hosted marketing materials, webinars, and events on a regular basis as determined by the partnership team.
- Opportunity to request student directory information in compliance with all federal, state, and local laws.

\*Additional services, time and staff permitting, may be provided and listed in an addendum to this Agreement.

### **Obligations of SUNY Empire State College**

SUNY Empire agrees to provide the following transfer support services to students enrolled with to Rio National:

- Refer students to Rio National if they are not yet admissible to SUNY Empire or may benefit from taking lower division (or additional lower division) coursework at a community college prior to, or concurrently with, transferring to SUNY Empire.
- To the extent permitted by law or regulation, collect and provide requested annual enrollment and graduation data to Rio National.
- Distribute annual transfer experience survey to former Rio National students enrolled at the SUNY Empire.
- Provide educational transfer pathways to Rio National students and invite them to participate in events and presentations promoting transfer. Additionally, SUNY Empire will provide materials, catalogs, and other information to Rio National 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 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 scholarship information to Rio National students.
- Maximize the transferability and applicability of credits from Rio National.

\*Additional services, time and staff permitting, may be provided and listed in an addendum to this Agreement.

### **Joint Obligations**

Rio National 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 federal, state, and local laws.
- Engage in joint and/or co-branded promotional activities and events including but not limited to:
  - Joint institution signing ceremonies
  - Faculty collaboration
  - Educational pathway mapping for highlighted educational programs

- Advisor/enrollment collaboration
- Joint/co-branded college informational presentations
- Maintenance of Partnership website
- Support recruitment, enrollment, retention, and completion efforts, and communicate regularly and in a timely manner; through regularly scheduled partnership meetings and events.
- Identify scholarship opportunities for Rio National students
- Provide direct links between their institutional websites, indicating the existence of this transfer partnership
- 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 not to misrepresent the other, and to consult each other in order to maintain the integrity of messaging to students.
- Provide program and academic support (advising, training, marketing, etc.) for transfer pathways, with ongoing, annual maintenance as we launch new program offerings.
- Provide updated documentation of highlighted academic programs on an annual basis. Thus, including the educational program pathways as exhibits of the MOU. Upon faculty approval the educational pathway plans will be attachments to this MOU document. By Signing the MOU both parties verify the education pathway plans have been vetted, reviewed and approved by the proper faculty chairperson (and/or their designee) and are ready to be published, distributed, promoted and/or utilized as deemed appropriate by the partnership teams of both institutions.
- 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.
- Maintain a copy of this Agreement

### ***Benefits for Rio Salado College and Rio National Transfer Students***

Empire State College will provide the following benefits for participating Rio Salado 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, Rio Salado 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 Rio Salado for distribution. Participants must enter the Code upon submission of their online application for admission to receive the benefits.

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

### ***Benefits for Employees of Rio Salado College and Rio National***

Employees of Rio Salado 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.

### **Longevity of the Agreement**

This Agreement shall be effective on the date of the last signature of approval on this agreement and shall continue in force and effect for five years, or until terminated by either party. This Agreement may be renewed by entering into a new agreement upon mutual written consent of the parties. Failure to meet the obligations of this agreement are acceptable grounds for either institution to request termination of 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 State College from Rio Salado College 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.
- 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 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.

[Signature page follows]

## Signatures to the Agreement

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### RIO SALADO COLLEGE

Janelle Elias, Interim Vice President, Strategic Initiatives & National Division  
[Janelle.Elias@riosalado.edu](mailto:Janelle.Elias@riosalado.edu)

*Janelle Elias (JAN2071936)* 12/2/2020

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(date)

### SUNY Empire State College

Elizabeth R. Berlin  
Officer in Charge

*Elizabeth R. Berlin* 11/30/2020

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(date)

### Contact Information at Maricopa Community Colleges:

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  
[julie.stiak@domail.maricopa.edu](mailto:julie.stiak@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)

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Rio Salado-National Division is a public community college headquartered in Tempe, Arizona, United States. It is part of the Maricopa County Community College District and accredited by The Higher Learning Commission.

The Maricopa County Community College District (MCCCD) is an EEO/AA institution and an equal opportunity employer of protected veterans and individuals with disabilities. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, or national origin. A lack of English language skills will not be a barrier to admission and participation in the career and technical education programs of the District.