

ARTICULATION AGREEMENT
Between
CUYAHOGA COMMUNITY COLLEGE
And
CLEVELAND STATE UNIVERSITY
SCHOOL OF NURSING
For the
BACHELOR OF SCIENCE IN NURSING

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 14th day of June, 2021 (the "Effective Date") by and between Cuyahoga Community College District (the College), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Cleveland State University ("CSU"), with an address at 2121 Euclid Avenue, Cleveland, OH 44115-2214. Tri-C and CSU are institutions of higher education established pursuant to Section 3354 or 3344 respectively of the Ohio Revised Code and members of the University System of Ohio. The College and CSU (either or both of which may hereinafter be referred to respectively as "Party" or "Parties") desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at CSU, according to the terms contained in this Agreement.

ACCORDINGLY, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Description of Articulation Program.

- a. **Definitions.** Articulation Criteria and Articulation Benefits are defined on Attachment A.
- b. **Articulation Benefits to Students.** CSU will provide the Articulation Benefits at no charge to past and present students of the college who meet the Articulation Criteria.
- c. **Accreditation of the College.** The College warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools and Accreditation Commission for Education in Nursing (ACEN). The College will notify CSU if such accreditation ceases to exist.
- d. **Accreditation of CSU.** CSU warrants that it is accredited by the Higher Learning Commission and the Commission on Collegiate Nursing Education (CCNE). CSU will notify the College if such accreditation ceases to exist.
- e. **Admissions Processing.** For those past or present students who meet Articulation Criteria 1(a-c), CSU will consider their applications for admission in accordance with standard CSU admission application evaluation criteria, while favorably recognizing students' accomplishments at the College.
- f. **Non-Exclusivity.** This Agreement is not exclusive, and either Party may enter into similar agreements with any other Party.
- g. **Advising.** Upon execution of this agreement, CSU will work with the College to develop strategies to provide College students and graduates timely information about program opportunities and program requirements. Transfer degree plans/transfer pathways will be reviewed and published annually. CSU and College will each identify a staff member to serve part-time as a liaison and to assure continued communication between the two institutions on matters relating to this agreement.
- h. **Program-Specific Admission Requirements.** Admission and academic requirements for specific baccalaureate degrees are exclusively the responsibility of CSU and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that CSU units may establish and amend from time to time, providing that changes remain in conformity with any specific amendments to this contract which may be agreed to, in

written form, by the parties, during the term of this Agreement.

- i. RN-to-BSN Nursing Continuum The Continuum will enable Tri-C graduates with a license as a registered nurse (RN) to complete their bachelor of science in nursing (BSN) in CSU's online program while working. The RN-to-BSN program offers lower CSU tuition to Tri-C students who earn their associate degree in nursing and have become licensed RNs along with online BSN classes. A scholarship may also be available to eligible students who start at CSU within 18 months of graduating from Tri-C's program. For more information see <https://www.tri-c.edu/programs/nursing/cleveland-state-m-to-bsn-program.html>.

2. *Term and Termination.*

- a. Term. This Agreement will run from the Effective Date and shall automatically expire on the last day of the 2025 Spring term of the College unless otherwise terminated as set forth in this Agreement.
- b. Termination.
 - i. Either party may terminate this Agreement in the event of a material breach by the other party, effective upon the later date to occur of (i) the end of the next admissions application and review period of CSU, or (ii) the date that is 90 days after the notice that includes a description of the breach; *provided* in either case that the breaching party shall be allowed until said effective date to cure said breach, and if the breach is so cured the termination notice will be of no effect.
 - ii. Either party may terminate this Agreement at any time for any or no reason, effective one year after providing written notice of its intent to terminate to the other party.
- c. Post-Termination. Upon expiration or termination of this Agreement for any reason, and in accordance with CSU catalog rights policy, the College's students previously accepted by or admitted to CSU shall continue to receive the benefits contemplated by this Agreement and the CSU catalog rights from the term in which they are admitted to CSU as set forth in Section 2 of Attachment A which is attached hereto and made a part of this Agreement.

3. *Miscellaneous*

- a. Severability. If any Section or provision of this Agreement be held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- c. Jurisdiction; Venue. The Parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the Parties arising out of this Agreement or pertaining to the subject matter hereof. Venue for any dispute between the Parties arising out of this Agreement or pertaining to the subject matter hereof will be in an Ohio court of competent jurisdiction.
- d. Survival. Section 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. Notices. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this Section 3(e) and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either Party at the following address (or to such other address as such Party may substitute, by providing a written notice in the manner specified in this Section) with, in the case of the College, an additional copy addressed to "General Counsel":

For Cuyahoga Community College:
Lindsay S. English Ph.D.

For Cleveland State University:
Jianping Zhu

Vice President, Learning and Engagement
700 Carnegie Avenue
Cleveland, OH 44115

Provost and Senior Vice President for Academic
Affairs
2121 Euclid Avenue
Cleveland, OH 441 15

With a copy to:
Office of General Counsel
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, OH 44115

With a copy to:
Office of General Counsel
Cleveland State University
2121 Euclid Avenue, AC 327
Cleveland, OH 44115

- f. Waivers and Amendments. The waiver by either Party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both Parties.
- g. Assignment. Neither Party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section would be null and void.
- h. Complete Agreement: Integration. This Agreement contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the Parties with respect to such subject matter.
- i. Counterparts: Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
- j. Independent Contractors. The Parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither Party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other Party.
- k. Compliance with Laws. The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each Party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, sexual orientation, religion, disability, age, national origin, or ancestry, genetic information, military status, sexual orientation, gender identity and expression, veteran status, pregnancy or color.
- l. Data Exchange. As permitted by institutional policy and in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99, and other applicable privacy laws including without limitation, the Health Insurance Portability and Accountability Act of 1996 and the federal regulations adopted to implement that Act (45 C.F.R. Parts 160 & 164 "the HIPAA Privacy and Security Rules"), collectively referred to as "HIPAA", and the Gramm-Leach-Bliley Act, Public Law No: 106-102 the parties shall exchange information regarding student success related to this agreement. The College will provide upon request a directory list of graduates from the College following each graduation. CSU will provide the College with information regarding the success of a student transferring to CSU while utilizing the benefits of this agreement, provided that that student has provided written consent to CSU to share such information beyond the available directory information. CSU will participate in exchange of information with the College in all aspects, and during the duration, of the Ohio Department of Higher Education's Reverse Transfer Initiative. For research purposes, the following data will be requested from CSU:
1. Date of birth (if possible)
 2. Currently enrolled (yes/no)
 3. Major as of the most recent term enrolled
 4. Hours earned (cumulative)
 5. GPA (cumulative)

6. Degree completed (if completed)
7. Major for which degree was awarded (or expected)
8. Number of terms required to complete degree

Both parties will be expected to meet within ninety days of signing of this agreement to determine a process to share information.

- m. **Marketing.** All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the College's Integrated Communications Department and the University Marketing Department at CSU. (see Attachment B).

INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement as of the Effective Date.

CUYAHOGA COMMUNITY COLLEGE DISTRICT: CLEVELAND STATE UNIVERSITY:

By: *Lindsay S. English*
Lindsay S. English, Ph.D.
Vice President of Learning and Engagement

By: *Jianping Zhu*
Dr. Jianping Zhu, Ph.D
Provost & Senior Vice President for Academic Affairs



Wendy Batch-Wilson
Wendy Batch-Wilson DNP, RN
Dean of Nursing

Timothy Gaspar
Dr. Timothy Gaspar
Dean, School of Nursing

**Attachment A
To The
Articulation Agreement Dated June 14, 2021
By and Between
Cuyahoga Community College District and Cleveland State University**

Articulation Criteria and Articulation Benefits

1. *The articulation criteria ("Articulation Criteria") are:*

- a. Completion of the Associate of Applied Science Degree in Nursing as outlined in Appendix A.
- b. CSU and the College will jointly establish the transfer degree plan/pathway and any revisions must be approved in writing by both Parties and will be applied to new students undertaking the applicable pathway.
- c. A grade of C or better must be earned in:
 - ENG 1010/101H
 - ENG 1020/102H
 - PSYCH 1010/101H
 - PSYCH 2020/202H
 - All Nursing courses
 - All Biology and Math courses
- d. The College's students who have graduated from the above program, and who matriculate to Cleveland State University to pursue a Bachelor of Science in Nursing degree will benefit from the terms of this Agreement providing they meet the appropriate CSU and School of Nursing admission requirements for the RN to BSN program.
- e. As part of this Agreement, students are encouraged to apply for dual admission to CSU as described in the Tri-C/CSU Dual Admission and Enrollment Agreement.
- f. Submission of an official College transcript

2. *The articulation benefits ("Articulation Benefits") are:*

- a. Courses listed in Appendix A will apply towards college, university and major requirements for graduation at CSU.
- b. Through the Tri-C/CSU RN-to-BSN Nursing Continuum, students will benefit from a lower CSU tuition rate and may also be eligible for scholarships funded by Tri-C, for details please visit <https://www.tri-c.edu/programs/nursing/cleveland-state-rn-to-bsn-program.html>.
- c. CSU will award credit for all non-remedial courses completed at the College with D grades or higher earned in Fall 2005 or later. D grades earned prior to Fall 2005 will be awarded credit only if they were earned as part of a completed Associate of Arts or Associate of Science degree.
- d. Specific College technical and non-technical courses in which the student receives a grade of "C" or better will transfer towards fulfilling the baccalaureate degree requirements for the Bachelor of Science in Nursing and will be applied as detailed in Appendix A attached hereto and made a part of this Agreement.
- e. A transfer degree plan/pathway to assist students has been developed by the College and CSU and is available through both parties' webpages. For assistance and to ensure seamless transfer advisers from CSU's School of Nursing along with the College's Counseling Departments and Transfer Centers will be available to students prior to transfer. CSU's School of Nursing will be available every semester to meet with prospective, current College and CSU Dual Admission students.

ATTACHMENT B
To The
Articulation Agreement Dated June 14, 2021
By and Between
Cuyahoga Community College District
and
Cleveland State University

Marketing and Advertising Restrictions

**Promotion of Partnership to
Domestic and International Students**

In order for Cuyahoga Community College and Cleveland State University to reach out to partners and the community effectively, it is important to monitor the impression conveyed through all forms of communication such as advertising, publications, and signage. The sum total of all impressions generated by these communications must be effective and meaningful to the audiences with which the College communicates.

Therefore, the Parties agree that any use of the other's name, trade name, trademark, logo and tagline, or any other defining symbol or name associated with either entity during the term of this Agreement shall be for the sole purpose of promoting this Agreement. Express written permission or a limited license is required to use the other Party's name, trade name, trademark, logo, tagline, or any other defining symbol or name associated with the other entity. Neither Party will use the other's name or symbols in a way that would cause confusion in the public mind as to the relationship between the Parties. All written materials associated with this agreement must distinctly note the termination date of the Agreement, the degrees within the Agreement, and the average additional hours required to complete the completion degree. Any and all promotional materials, including written, verbal, video graphic, electronic, or multimedia of any kind, must be reviewed and approved by both Parties prior to any use or distribution.

Marketing Contacts:

Cuyahoga Community College District:

Eric Wheeler
Director, Creative Services
Integrated Communications Department
Cuyahoga Community College
Jerry Sue Thornton Center
2500 E. 22nd Street
Cleveland, Ohio 44115
P: 216-987-3517
F: 216-987-4806

Cleveland State University:

Rita Andolsen
Vice President, University Marketing and
Communications
Cleveland State University
2121 Euclid Avenue
Cleveland, OH 44115
P: 216-523-7284
F: 216-687-9289