

COMPLETION TRANSFER PATHWAYS ARTICULATION AGREEMENT
Between
CUYAHOGA COMMUNITY COLLEGE
And
CINCINNATI COLLEGE OF MORTUARY SCIENCE
For
ASSOCIATE OF ARTS DEGREE COMPLETION TRANSFER

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 20th day of March, 2023 (the "Effective Date") by and between Cuyahoga Community College District (the College), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Cincinnati College of Mortuary Science (CCMS), with an address at 645 W North Bend Road, Cincinnati, Ohio 45224. The College and CCMS are institutions of higher education established pursuant to Section 3354 or 3344 respectively of the Ohio Revised Code. The College and CCMS (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 CCMS, 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. CCMS 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. The College will notify CCMS if such accreditation ceases to exist.
- d. Accreditation of CCMS. CCMS warrants that it is accredited by North Central Association Higher Learning Commission. CCMS 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), CCMS will consider their applications for admission in accordance with standard CCMS 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, CCMS will work with the College to develop strategies to provide College students and graduates timely information about program opportunities and program requirements. Transfer Pathways/Degree Plans will be published and reviewed as needed.

2. Term and Termination.

- a. Term. This Agreement will run from the Effective Date and shall automatically expire on the last day of the 2027 Summer term of the College.
- 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 CCMS, 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, College students previously accepted by or admitted to CCMS shall continue to receive the benefits contemplated by this Agreement and the CCMS catalog rights from the term in which they are admitted to CCMS as set forth in Section 1 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 the U.S. District Court for the Northern District of Ohio or in the state courts of Ohio sitting in Cuyahoga County.
- 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 District:
Lindsay S. English, Ph. D.
Assistant Provost/ Vice President, Learning and
Engagement
700 Carnegie Avenue
Cleveland, OH 44115

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

For Cincinnati College of Mortuary Science:
Jack Lechner, Jr.
President
645 W North Bend Road
Cincinnati, OH 45224

With a copy to:
Mallory Torres
Cincinnati College of Mortuary Science
645 W North Bend Road
Cincinnati, OH 45224

- 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, gender identity and expression, veteran status, pregnancy or color.
- l. Data Exchange. The parties should be prepared to exchange information annually regarding student success related to this Agreement. The College will provide upon request a directory list of graduates from the College following each graduation while complying with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. CCMS will provide the College with information regarding the success of students transferring to CCMS while utilizing the benefits of this Agreement.

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

- m. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the College's Integrated Communications Department, (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:

**CINCINNATI COLLEGE OF MORTUARY
SCIENCE:**

By:

Lindsay S. English
Lindsay S. English, Ph.D.
Assistant Provost/Vice President, Learning and
Engagement

By:

Jack E. Lechner, Jr.
Jack E. Lechner, Jr., CFSP
President & CEO

ATTACHMENT A
To The
Articulation Agreement Dated March 20, 2023
By and Between
Cuyahoga Community College District
and
Cincinnati College of Mortuary Science

Articulation Criteria and Articulation Benefits

1. *The standard articulation criteria (“Articulation Criteria”) are:*

- a. Completion of an Associate of Arts Degree.
- b. Achieving a minimum overall cumulative grade point average of 2.5.
- c. Completion of the 5 mandatory courses with grade “C” or better.
 - BIO 1100 Introduction to Biological Chemistry (Prerequisite for CCMS Program)
 - BIO 2331 Anatomy & Physiology I
 - PSYC 1010 General Psychology
 - COMM 1000 Fundamentals of Interpersonal Communications
 - ACCT 1020 Applied Accounting
- d. Submission of an official Cuyahoga Community College transcript.
- e. Fulfillment of residence requirements for the Bachelor’s of Mortuary Science at the Cincinnati College of Mortuary Science. The requirement for the degree is completion of a minimum sixty two (62) credit hours of coursework at CCMS. Credit earned by means of transfer courses does not count toward residence.
- f. Courses for which the student is eligible to receive transfer credit will be based upon the articulation agreement in place the term the student is admitted to the Cincinnati College of Mortuary Science.

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

- a. Facilitate transfer of courses between the Cuyahoga Community College, ASSOCIATE OF ARTS, and Cincinnati College of Mortuary Science, BACHELOR OF MORTUARY SCIENCE, (see Appendix 1).
- b. Benefitting Northwest Ohio by infusing the job market with qualified graduates.
- c. Students with 3.0 GPA will be eligible to apply for scholarships.
- d. A student who completes all of the associate degree requirements in the ASSOCIATE OF ARTS DEGREE at Cuyahoga Community College (see Appendix 1) will be admitted into CCMS BACHELOR OF MORTUARY SCIENCE program with junior status (see Appendix B).

ATTACHMENT B

To The
Articulation Agreement Dated March 20, 2023
By and Between
Cuyahoga Community College District
And
Cincinnati College of Mortuary Science

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Cincinnati College of Mortuary Science 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.

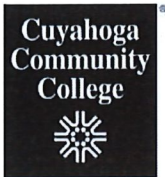
Marketing Contacts:

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

Cincinnati College of Mortuary Science:

Mallory Torres
Director of Admissions
Cincinnati College of Mortuary Science
645 W North Bend Road
Cincinnati, OH 45224
P: 513-761-2020



Appendix A

Associate of Arts to Bachelor of Mortuary Science

2022-2023 Catalog



Suggested Transfer Pathway at Tri-C*

First Semester			Second Semester		
		Credits			Credits
ENG 1010/101H	English Composition I/Honors	3	ENG 1020/102H	English Composition II/Honors	3
Mathematics	Choose from MATH 1190 or 1410	3	BIO 1100	Intro to Biological Chemistry	3
SOC 1010/101H	Introductory Sociology/Honors	3	PSYC 1010/101H	General Psychology/Honors	3
COMM 1010/101H	Fundamentals of Speech Communication/Honors	3	Arts/Humanities	Choose one from REL 1010, PHIL 1010, ART 1010, HUM 1010 OR HUM 1020	3
BIO 1050 & 105L	Human Biology & Lab	4	COMM 1000	Fund. of Interpersonal Communications	3
		16			15

Third Semester			Fourth Semester		
		Credits			Credits
BIO 2331	Anatomy & Physiology I	4	ACCT 1020	Applied Accounting	3
PSYC 2020 OR 2040	Life Span Development /Social Psychology	3-4	BADM 2151	Business Law	3
BADM 1020	Introduction to Business	3	SS Elective	Choose from SOC 1020, 2010 OR 2100	3
Art/Humanities	Choose one not already taken from REL 1010, PHIL 1010, ART 1010, HUM 1010 OR HUM 1020	3	CHEM 1010	Introduction to Inorganic Chemistry	4
Elective choice	Choose one from BADM 2240, MARK 2010, HOSP 1180, COMM 2020, or SOC 2550	2-4	Art/Humanities	Choose PHIL 2010 OR PHIL 2060	3
		15-18			16

Associate of Arts Degree Awarded

Tri-C Total Hours: **62-65**

Suggested Degree Plan at Cincinnati College of Mortuary Science

Fifth Semester			Sixth Semester		
		Credits			Credits
SOC311	<i>Social Aspects of Death & Dying</i>	2	SOC322	<i>Professional Relationships in Funeral Service</i>	2
MGT315	<i>Business Law and Ethics</i>	3	SCI328/328L	<i>Restorative Art I and Lab</i>	3
MGT314	<i>Funeral Service Management I</i>	3	MGT324	<i>Funeral Service Management II</i>	3
SCI318	<i>Embalming Microbiology & Pathology</i>	3	SOC321	<i>Historical to Contemporary Funeral Practices</i>	3
SCI316	<i>Embalming Theory I</i>	3	MGT323	<i>Cemetery & Cremation Fundamentals</i>	2
SCI317	<i>Clinical Mortuary Practice I</i>	1	SCI326	<i>Embalming Theory II</i>	3
		15	SCI327	<i>Clinical Mortuary Practice II</i>	1
					17

Seventh Semester			Eighth Semester		
		Credits			Credits
SOC331	<i>Psychology of Grief</i>	3	SOC442	<i>Funeral Aftercare</i>	1
MGT334	<i>Funeral Service Management III</i>	3	SOC441	<i>Death in Media and Literature</i>	1
SCI338/338L	<i>Restorative Art II and Lab</i>	3	MGT 446	<i>Technology in Funeral Service</i>	2
SCI336	<i>Embalming Theory III</i>	3	SCI446	<i>Gross Anatomy</i>	2
SCI337	<i>Clinical Mortuary Practice III</i>		MGT444	<i>Funeral Service Co-op</i>	6
MGT335	<i>Mortuary Science Capstone</i>		MGT445	<i>Funeral Service Seminar</i>	3
		15			15

Bachelor Degree Awarded

CCMS Total Hours: **62**
Combined Total Hours **124-127**

Transfer Path**Cuyahoga Community College to
Cincinnati College of Mortuary Science**

<u>Area of Study</u>	<u>CCMS Requirement</u>	<u>CCC Course # & Title</u>
English (6 credits)	Composition I Composition II	ENG 1010 College Composition I ENG 1020 College Composition II
Science/Math (15 credits)	Chemistry w/lab Biology w/lab Anatomy & Physiology I Take one of these:	CHEM 1010 Intro to Inorganic Chemistry (4) BIO 1050/105L Human Biology/Lab (4) BIO 2331 Anatomy & Physiology (4) MATH 1410 Elem Probability & Statistics I MATH 1190 Algebraic & Quantitative Reason or
Social Science (12-13 credits)	Sociology I Pick one of these: Psychology I Pick one of these:	SOC 1010 Introductory Sociology SOC 1020 Social Institutions or SOC 2010 Social Problems or SOC 2100 Aging & Society PSY 1010 General Psychology PSY 2020 Life Span Development (4) or PSY 2040 Social Psychology
Humanities & Arts (12 credits)	Public Speaking Interpersonal Comm Pick two of these:	COMM 1010 Fund of Speech Communication COMM 1000 Fund of Interpersonal Communication REL 1010 Introduction to Religious Studies or PHIL 1010 Introduction to Philosophy or ART 1010 Art Appreciation or HUM 1020 Individual in Society or HUM 1010 Introduction to Humanities
Business (9 credits)	Business Law Business Management Accounting	BADM 2151 Business Law (3) BADM 1020 Introduction to Business (3) ACCT 1020 Applied Accounting
Electives (4+ credits)	Take two of these:	COMM 2020 Interviewing PHIL 2010 Comparative World Religion BADM 2240 Negotiations MARK 2010 Principles of Marketing HOSP 1180 Event Planning Essentials (2) PHIL 2060 Business Ethics SOC 2550 Race & Ethnic Relations

60+ semester hours completed at Cuyahoga Community College for transfer to CCMS.