COMPLETION ARTICULATION AGREEMENT WITH TRANSFER PATHWAYS Between CUYAHOGA COMMUNITY COLLEGE And CLEVELAND INSTITUTE OF ART For ASSOCIATE OF ARTS, ASSOCIATE OF SCIENCE, ASSOCIATE OF APPLIED BUSINESS, AND ASSOCIATE OF APPLIED SCIENCE DEGREE COMPLETION TRANSFER-

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 7th day of February, 2022 (the "Effective Date") by and between Cuyahoga Community College District (Hereafter referred to as "Tri-C"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Cleveland Institute of Art (Hereafter referred to as "CIA"), with an address at 11610 Euclid Avenue, Cleveland, Ohio 44106. Tri-C is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code and CIA is a non-profit institution of higher education pursuant to Ohio nonprofit corporation law. Tri-C and CIA (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 Tri-C would be eligible for articulated course credits at CIA, 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. <u>Definitions.</u> Articulation Criteria and Articulation Benefits are defined on <u>Attachment A.</u>
- b. <u>Articulation Benefits to Students.</u> CIA will provide the Articulation Benefits at no charge to past and present students of Tri-C who meet the Articulation Criteria.
- c. <u>Accreditation of Tri-C.</u> Tri-C warrants that it is accredited by the Higher Learning Commission. Tri-C will notify CIA if such accreditation ceases to exist.
- d. <u>Accreditation of CIA</u>. CIA warrants that it is accredited by the Higher Learning Commission. CIA will notify Tri-C if such accreditation ceases to exist.
- e. <u>Admissions Processing</u>. For those past or present students who meet Articulation Criteria 1(a-e), CIA will consider their applications for admission in accordance with standard CIA admission application evaluation criteria, while favorably recognizing students' accomplishments at Tri-C.
- f. <u>Non-Exclusivity.</u> This Agreement is not exclusive, and either Party may enter into similar agreements with any other Party.
- g. <u>Advising</u>. Upon execution of this agreement, CIA will work with Tri-C 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.
- h. <u>Transfer Pathway Review</u>. Transfer degree pathways will be reviewed and published annually. CIA and Tri-C will each identify a staff member to serve as a contact to assure continued communication between the two institutions on matters relating to this agreement and to review transfer pathways. Each institution will work in good faith to modify their policies, procedures, etc. to accommodate the changing needs of their partner.
- i. <u>Program-specific admission requirements</u>. Admission and academic requirements for specific baccalaureate degrees are exclusively the responsibility of CIA and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that CIA 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.

2. Term and Termination.

a. <u>Term.</u> This Agreement will run from the Effective Date and shall automatically expire on the last day of the 2027 Spring term of Tri-C.

b. <u>Termination</u>.

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 CIA, 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. <u>Post-Termination</u>. Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to CIA shall continue to receive the benefits contemplated by this Agreement and the CIA catalog rights from the term in which they are admitted to CIA as set forth in Attachment A which is attached hereto and made a part of this Agreement.

3. Miscellaneous

- a. <u>Severability.</u> 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. <u>Governing Law.</u> 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. <u>Jurisdiction; Venue</u>. 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. <u>Survival.</u> Section 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. <u>Notices.</u> 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, by certified mail, return receipt requested, or if it is delivered by email, when the recipient, by an email sent to the email address for the sender stated in this section 3(e) or by a notice delivered by another method in accordance with this section 3(e), acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 3(e) 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):

For Cuyahoga Community College District: Lindsay S. English, Ph. D. Assistant Provost /Vice President, Learning & Engagement 700 Carnegie Avenue Cleveland, OH 44115

<u>With a copy to:</u> Office of General Counsel and Legal Services Cuyahoga Community College 700 Carnegie Avenue Cleveland, OH 44115 <u>Cleveland Institute of Art:</u> Kathryn Heidemann Vice President for Academic Affairs Cleveland Institute of Art 11610 Euclid Avenue Cleveland, Ohio 44106

With a copy to: Vice President for Business Affairs Cleveland Institute of Art 11610 Euclid Avenue Cleveland, OH 44106

- f. <u>Waivers and Amendments</u>. 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. <u>Assignment.</u> 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. <u>Complete Agreement; Integration.</u> 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. <u>Counterparts: Facsimile Signatures</u>: 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. <u>Independent Contractors.</u> 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. <u>Compliance with Laws.</u> 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.
- 1. <u>Data Exchange</u>. The parties should be prepared to exchange information annually regarding student success related to this Agreement. Tri-C will provide upon request a directory list of graduates from Tri-C following each graduation while complying with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. CIA will provide Tri-C with information regarding the success of students transferring to CIA 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 Tri-C'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: By: Lindsau

Lindsay S. English, Ph.D. Assistant Provost /Vice President, Learning & Engagement **CLEVELAND INSTITUTE OF ART:**

By:

Kathryn Heidemann Vice President for Academic Affairs

ATTACHMENT A To The Articulation Agreement Dated February 7, 2022 By and Between Cuyahoga Community College District and Cleveland Institute of Art

Articulation Criteria and Articulation Benefits

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

- a. Completion of an Associate of Arts, Associate of Science, Associate of Applied Business, Associate of Applied Science degree, or a certificate.
- Cleveland Institute of Art (CIA) and Cuyahoga Community College (Tri-C) will establish and approve major/program Transfer Pathways using a similar sample template found in Appendix A or Appendix B. Any revisions to a Transfer Pathway during the term of this Agreement must be approved in writing by the Parties and will be applied to new students undertaking the applicable pathway.
- c. Complete CIA application process and receive an offer of admission.
- d. To properly assess each student's placement and proficiency, studio art or design coursework will be further evaluated using the student's application portfolio and additional examples of creative work, if necessary.
- e. Associate degree should include completion of gateway (prerequisite) coursework and required math course for students intended major whenever possible and should include completion of all coursework for student's intended major, as shown on the applicable Transfer Pathway.
- f. CIA will provide course equivalencies to Tri-C.

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

- a. Courses listed in an approved Transfer Pathway will apply towards college, university, and major requirements for graduation at CIA.
- b. A maximum 60 credits can transfer to CIA from Tri-C for an Associate degree. Transfer credit will always follow the most recent CIA catalog. For a complete list of transfer equivalencies go to (Tri-C Transfer Center website, CIA webpage).
- c. All course equivalencies as determined by CIA faculty and in which the student has received a grade of "C" or better will transfer to CIA toward major, minor and core requirements with the completion of the Associate of Arts, Associate of Science, Associate of Applied Science, or Associate of Applied Business degrees or a certificate.
- d. In order to receive a Bachelor of Fine Arts Degree, students must complete between 60-90 semester hours and meet all CIA residency requirements for the major and minor.
- e. Scholarship eligibility: All admitted Cuyahoga Community College (CCC) students who successfully complete an approved Transfer Pathway, will receive a minimum \$10,000 scholarship annually and will be considered for additional merit and need-based scholarships.
- f. Students may concurrently enroll in one course (ACD 150) at CIA (if seats are available) before transferring. Students will be charged tuition at the Tri-C rate.
- g. To help ensure seamless transfer, CIA advising staff, with the assistance of Tri-C's Transfer Specialists and Counseling Departments, will be available every semester to work with prospective students.
- h. Students who transfer before the completion of an associate degree will be eligible for reverse transfer in

order to earn an associate degree.

ATTACHMENT B

To The Articulation Agreement Dated February 7, 2022 By and Between Cuyahoga Community College District And Cleveland Institute of Art

Marketing and Advertising Restrictions

Promotion of Partnership to Domestic and International Students

In order for Cuyahoga Community College and Cleveland Institute of Art 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 Tri-C 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 Institute of Art:

Richard Sarian Director, Enrollment Marketing Cleveland Institute of Art 11610 Euclid Avenue Cleveland, OH 44106 P: 216.421.7432 rsarian@cia.edu



Appendix A Degree Plan/Pathway Associate of _____ to Bachelor of ______ in

SAMPLE

Suggested Transfer Pathway at Tri-C (2+2 sample)

First Semester		Credits	Second Semester		Credits
ENG 1010/101H	English Composition I/Honors	3	ENG 1020/102H or ENG 2151	English Composition II/Honors or Technical Writing	3

Third Semester	Credits	Fourth Semester		Credits
			of Anto Domino Assended Total Llasse	

Associate of Arts Degree Awarded Total Hours:

Suggested Degree Plan at Cleveland Institute of Art

Fifth Semester	Credits	Sixth Semester	Credits

Seventh Semester	Credits	Eight Semester		Credits
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Bachelor of Arts Degree Awarded Total Hours:

APPENDIX A (cont.)

SAMPLE

Partner school decides what to include on the backside of this transfer pathway; below are some suggestions and helpful tips.

This Transfer Pathway represents one example of how to complete an associate and bachelor degree. Students should work closely with advisors at both institutions to discuss options. Students should work with a (XXX) advisor to identify a (minor or a second major/etc.). A (XXX) advisor can also assist students with developing a graduation plan for full- or part-time study.

Major/Program specific admission/grade/etc. requirements (if different from Attachment A.)

*Course sequence may change based on the individual needs of the student and schedule type required.

** Students should complete the following mathematics course as part of the Associate degree prior to transferring: **MATH** (???)

The following courses should be selected as part of the Associate: (List courses, if any, here.)

Examples: Is there a Foreign Language Requirement? It could be a requirement for admission to, or for the degree at, the fouryear institution.

Electives typically are best decided by the four-year partner school to meet institutional general education, major, prerequisite and/or degree requirements (Historical Reasoning, Diversity, etc.)

(List Benefits here)

Example: This program awards maximum credit for an associate degree from Cuyahoga Community College, streamlining completion of a bachelor's degree from (XXX) University. A maximum of 60 credits transfers to (XXX) from Tri-C for your AA degree, fulfilling most of the (XXX) core requirements and guaranteeing junior status.

All students must complete:

- A minimum of (?) semester credits (combined Tri-C and (XXX))
- Meet all residency requirements ((?) credits for (XXX), plus major and minor residency)-depends on 4-year requirements
- An Experiential Learning requirement (Ex.: internship, field experience, community service)- *depends on 4-year requirements*

Course List A - recommended elective choices:

(List courses here, if any)

NOTES: In some cases, we realize a student might have to take coursework during the summer to meet prerequisites to start their junior year. Just include on the other side as a summer term and make notation on this side of the rationale.

This information is provided by both institutions solely for convenience and expressly disclaims any liability which may otherwise be incurred. This is neither a contract nor an offer to make a contract. While every effort has been made to ensure the accuracy of the information, each institution reserves the right to make changes at any time with respect to course offerings, degree requirements, services provided, or any other subject addressed herein.

See ATTACHMENT A for Articulation Criteria and Benefits

Appendix B SAMPLE

The chart shown below identifies coursework at Cuyahoga Community College (CCC) that fulfills the first year (Foundation) requirements at the Cleveland Institute of Art (CIA).

Credits	Cleveland Institute of Art	Credits	Cuyahoga Community College
3	FNDN 130: Observational Drawing	3	ART-1050 Drawing I ART-1060 Drawing II
3	FNDN 110: 2D Design	3	ART-1081 2D Design and Color VC-1000 Visual Communication Foundation
3	FNDN 120: Digital I	3	VCPH-1450 Digital Imaging I
3	FNDN 140: Studio Discovery/Studio Elective Suggested courses are listed to the right, but not limited to these.	3	ART-1100 Sculpture I ART-1700 Ceramics I ART-2050 Painting I ART-2070 Watercolor ART-2152 2D Animation ART-2210 Printmaking I VCIM-1200 Game Design I: Introduction to Game Design VCPH-1261 Photography I VCIL-1142 Illustration I VCGD-1500 Advertising and Design VCGD 1431 Vector Graphics
3	LLC 101: Writing and Inquiry I	3	ENG-1010 College Composition I ENG-101H Honors College Composition I
3	FNDN 131: Life Drawing	3	ART-2000 Life Drawing I ART-2010 Life Drawing II
3	FNDN 111: 3D Design	3	<u>ART-1070</u> 3D Foundations
3	FNDN 121: Digital II	3	VCIM-2371 Interactive Media I VCPH-2450 Digital Imaging II VCIL-1640 3D Design VCIL-2040 3D Motion
3	LLC 102: Writing and Inquiry II	3	ENG-1020 College Composition II ENG-102H Honors College Composition II
3	ACD 150: Critical Issues	3	May be taken at CIA through the cross

	in Visual Culture*		registration option.
3	ACD 250: Critical Issues in Visual Culture	3	ART 2020 Art History Survey: Prehistoric to Renaissance ART 2030 Art History Survey: Late
			Renaissance to Present
0	FNDN 110L: Design Safety Lab**	0	**see below**
TOTAL:	30 Credits	TOTAL:	30 - 33 Credits

*Note: ACD 150: Critical Issues in Visual Culture is not a required course to complete the articulation agreement. However, students who desire to enroll in the course at CIA while completing the agreement can apply for <u>Cross Registration</u>.

**Note: Cleveland Institute of Art requires a zero-credit Design Safety Lab which introduces students to basic machinery use and will be taken upon enrollment at CIA.

Course descriptions for each of the Cleveland Institute of Art (CIA) classes referenced above may be found at: <u>www.cia.edu/academics/foundation</u>

Cuyahoga Community College (CCC) and the Cleveland Institute of Art (CIA) encourage all students to communicate and work closely with institutional support staff. For additional information about this agreement and to address specific questions, please refer to the primary contacts listed below:

Primary Contacts:

Cleveland Institute of Art

Office of Admissions admissions@cia.edu (general) 216.421.7418

Thomas Green, Associate Director of Admissions <u>TGreen@cia.edu</u> (direct contact) 216.421.7491