

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

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on this 12th day of April, 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 Cleveland State University (“CSU”), with an address at 2121 Euclid Avenue, Cleveland, OH 44115-2878. The College 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. 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 of the North Central Association of Colleges and Schools. 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. Transfer Pathways. Agreed upon Health Career transfer pathways will be created as part of this articulation agreement as appropriate. See Appendix A.
 - 1.) The College will post all Transfer Pathways online.
 - 2.) CSU and the College 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 annually.
 - 3.) As per state policy regarding the Ohio Guaranteed Transfer Pathways (OGTP) Implementation, “local or regional agreements may continue to exist as long as they further supplement the existing OGTPs and do not contradict them”.

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 Spring Term 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, College students previously accepted by or admitted to CSU shall continue to receive the benefits contemplated by this Agreement and the CSU catalogue rights from the term in which they are admitted to CSU as set forth in Section 1.b. 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. Sections 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 an additional copy addressed to "General Counsel":

For CSU:
 Dr. Nigamanth Sridhar
 Provost
 2121 Euclid Avenue
 Cleveland, OH 44115

For Cuyahoga Community College:
 Lindsay S. English, Ph.D.
 Assistant Provost/Vice President, Learning
 and Engagement
 700 Carnegie Avenue
 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 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 Cleveland Compact and the Ohio Board of Regents' Reverse Transfer Initiative. For research purposes, data requested from CSU will include, but is not limited to:
 - 1.) Last four digits of SSN (social security number for tracking purposes (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

Institutional Research Departments of both institutions 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 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:

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

CLEVELAND STATE UNIVERSITY:

By: Dr. Nigamanth Sridhar
 Dr. Nigamanth Sridhar
 Provost

By: Stephanie Brooks
 Dr. Stephanie Brooks, Dean
 College of Health

**Attachment A
To The
Articulation Agreement Dated April 12, 2023
By and Between
Cuyahoga Community College District and CSU**

Articulation Criteria and Articulation Benefits

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

- a. TRI-C graduates who hold the Associate of Applied Science Degree in the Health Career Fields in which we have developed Transfer Pathways. Which may include: Dental Hygiene, Diagnostic Medical Sonography, Dietetic Technology, Emergency Medical Technology, Fire-Emergency Medical Services, Health Information Management Technology, Human Services, Massage Therapy, Medical Assisting, Medical Laboratory Technology, Nuclear Medicine, Occupational Therapy Assistant Technology, Optical Technology, Pharmacy Technology, Physical Therapist Assisting Program, Radiography, Respiratory Care, Sport and Exercise Studies, Surgical Technology, Veterinary Technology

Students that are admitted to, or have graduated from the programs, and who transfer to Cleveland State University to pursue a Bachelor of Science in Health Sciences degree will benefit from the terms of this Agreement providing they meet the following criteria:

- 1) Meet CSU’s and the College of Sciences and Health Professions’ transfer admission standards
- 2) Must finish or have finished the Associate of Applied Science degree

- b. CSU and the College will establish and approve program Transfer Pathways in the Health Career fields using the sample template or a similar template found in Appendix A. 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. TRI-C graduates who transfer will be afforded the same rights and privileges accorded students who began their initial studies at CSU. This includes, but is not limited to, equal opportunity for registration, financial aid, scholarships, advising, and participation in student activities.

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

- a. All TRI-C credits for appropriate general education and non-remedial courses required for the Associate of Applied Science Degree in which the student receives a grade of “D” or better will transfer and will be applied towards fulfilling the baccalaureate degree requirements for the Bachelor of Science in Health Sciences.
- b. Specific TRI-C 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 Health Sciences and will be applied to the major of Health Sciences as detailed in Appendix A and B attached hereto and made a part of this Agreement.

ATTACHMENT B
To The
Articulation Agreement Dated April 12, 2023
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 and CSU communicate.

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 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.

Contact for:

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

Cleveland State University:
Roy Gifford
Vice President of Marketing
Euclid Commons
Room 182
Cleveland, OH 44115-2214
P:216-523-7284
F: 216-687-9289

Appendix A

Cleveland State University Department of Health Sciences and Human Performance Cuyahoga Community College

Summary: The Health Sciences major (HSC) includes a total of 64 credits - Health Sciences Core and Area of Emphasis requirements. The requirements consist of 13 credits in the Health Sciences Core and 51 credits in the Area of Emphasis. The Area of Emphasis includes a capstone requirement. Students majoring in Health Sciences under the 2+2 Agreement and who have completed one of the current programs included in this agreement must complete the following in order to earn the Bachelor of Science in Health Sciences Degree:

Major Requirements:

- A minimum of 18 total credits of the major must be completed at CSU. This is a university requirement. However, a minimum of 14 credits of these credits must be in the Area of Emphasis.
- Health Sciences Core Courses: All courses must be completed except HSC 200 (Introduction to Health Sciences), which will be waived. Total credits required for the Core Courses is 10. Core courses include: HSC 203, HSC 305, STA 147 or PSY 217, and PHL 240 or PHL 340. Some courses from Tri-C may transfer as equivalent courses. This varies depending on the Tri-C Program.
- Area of Emphasis: Students must complete a **minimum of 14 credits** in the Area of Emphasis at CSU, which includes the capstone requirement. Therefore, a maximum of **37 credits** from the Tri-C programs can be applied to the Area of Emphasis.

College/University Requirements:

- Students must complete all college/university general education requirements. These may be completed at either Tri-C and/or CSU.
- Students must satisfy the residency requirement of 30 hours earned at CSU, 24 of which must be upper division
- Students must complete a minimum of 120 total credit hours to earn the BSHS degree

Below is a blank sample template similar to how these approved Transfer Pathways will be presented for students and advisors.

SAMPLE TRANSFER TEMPLATE

SUGGESTED SEQUENCE AT TRI-C	
<i>Program Admission Requirements</i>	Credits
Total	
First Semester	Credits
Semester Total	
Second Semester	Credits
Semester Total	
Summer Semester	Credits
Semester Total	
Third Semester	Credits
Semester Total	
Fourth Semester	Credits
Semester Total	
Associate of Applied Science Degree Awarded	

Honors courses are acceptable where available

Pre-requisites: College-ready in Math and English.
 2 years of the same foreign language completed in high school
 Students who do not meet these pre-requisites may need to complete additional credits.

*Once an associate degree is earned, additional courses taken at Tri-C may not be eligible for financial aid. Please see Financial Aid for details.

CSU DEGREE REQUIREMENTS	
<i>*Courses to be taken through CSU or Tri-C</i>	Credits
Total	
MUST BE TAKEN THROUGH CSU	
First Semester	Credits
	3
	3
	3
	3
	3
Semester Total	15
Second Semester	Credits
	3
	3
	3
	3
Semester Total	15
Bachelor of Science in Health Science Awarded	
120	

** Refer to the transfer guide for Tri-C options:
<https://www.csuohio.edu/transfer-guides/tric-sciences-health-professions>

A grade of C or higher is required in English Composition courses and all Health Science major requirements.

This map represents one example of how to complete the AAS and BSHS degrees. Students should work closely with counselors/advisors at both institutions to discuss options.

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

CSU requires a minimum of 120 total credit hours for graduation. At least 30 credits must be completed in-residence at CSU. At least 24 of the in-residence credits must be completed at the upper division (300/400) level. Students deficient in total credits or in-residence must take additional elective credits to meet the minimum requirements. Depending upon other elective choices made, students may not need as many general electives as indicated above or may need additional electives.