

**ARTICULATION AGREEMENT**  
**By and Between**  
**CUYAHOGA COMMUNITY COLLEGE DISTRICT**  
**and**  
**CLEVELAND STATE UNIVERSITY**  
**for**  
**Associate of Science**

**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 the Pathways to Practice Program at Cleveland State University (CSU), with an address at 2121 Euclid Avenue, Cleveland, OH 44115. The College and CSU are institutions of higher education established pursuant to Section 3354 or 3344 of the Ohio Revised Code and are members of the Ohio College and University System. 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, which is attached hereto and made a part of this Agreement.
- 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. 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. CSU will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet the Articulation Criteria, 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 educational institution.

**2. Term and Termination.**

- a. Term. This Agreement will run from the Effective Date and shall automatically expire on the last day of the Spring 2027 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 (1) the end of the next admissions application and review period of CSU, or (2) 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 reason 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 or no reason, College 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 as set forth in the Articulation Criteria.

**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):

For Cuyahoga Community College:

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  
Cuyahoga Community College  
700 Carnegie Avenue  
Cleveland, OH 44115

For Cleveland State University:

Timothy J. McKnight, MD, MSHM  
Executive Director, Pathways to Practice  
Cleveland State University  
2112 Euclid Avenue, IM 341  
Cleveland, OH 44115

With a copy to:

Office of General Counsel  
Cleveland State University  
2121 Euclid Avenue, AC 327  
Cleveland, Ohio 44115-2214

- 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 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. Omissions & Errors. If any terms, words or clauses are inoperative by virtue of error or omission on the part of either Party, the inoperative term, word or clause will be replaced automatically with a valid, enforceable and operative provision as close to the original language as may be possible which preserves the economic benefit to the Parties.
- m. 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. CSU will provide the College with information regarding the success of students transferring to CSU while utilizing the benefits of this Agreement to the extent permissible under the Family Educational Rights and Privacy Act.  
  
Institutional Research Departments of both institutions will be expected to meet within 90 days of signing of this Agreement to determine a process to share information.
- n. Promotional Material. All promotion and advertising of the Articulation Agreement must conform to the statement approved by the College's Integrated Communications Department (see Attachment B, which is attached hereto and made a part of this Agreement) and CSU's Marketing Department.

**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: Nigamanth Sridhar  
Nigamanth Sridhar, Ph. D.  
Provost and Senior Vice President of Academic Affairs

**ATTACHMENT A**  
**to the**  
**Articulation Agreement Dated**  
**April 12, 2023**  
**By and Between**  
**Cuyahoga Community College District**  
**and**  
**Cleveland State University**  
**for**  
**Associate of Science**  
**Articulation Criteria and Articulation Benefits**

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

- a. Successful completion of the modified Biology OGTP (see appendix A)
- b. 3.4 or higher overall GPA at all institutions attended
- c. Completion of the following courses earning a C or better:
  - BIO 1500/150H Principles of Biology I/Honors
  - BIO 1510/151H Principles of Biology II/Honors
  - CHEM 2300 Organic Chemistry I
  - CHEM 2310 Organic Chemistry II
  - PHYS 1210 or 2310 College Physics I or General Physics I
  - PHYS 1220 or 2320 College Physics II or General Physics II
- d. Completion of CSU application for admission
- e. Student must meet two of the following criteria:
  - Resident of Ohio
  - Considered an underrepresented minority (African American/Black, Hispanic/Latino or, American Indian or Alaska Native)
  - Come from a disadvantaged background or whose school district tested in the lower 50th percentile on state standardized testing or was eligible for the Federal Free and Reduced Lunch Program for two or more years
  - Come from an underserved background or from a low-income household
  - First to go to college in your family, veteran or graduate of the foster care system

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

- a. Students will be eligible to participate in the Early Assurance Undergraduate Pathway Programs that lead into medical school.
- b. A Tri-C student in their sophomore year may apply to participate in the Early Assurance Undergraduate Pathway Programs at CSU so long as they have completed the CSU application for admission.
- c. Tri-C will have a faculty member serve on the Early Assurance Nomination Review Committee to review application packets for the Early Assurance Programs.
- d. Preferred tuition rate/scholarships for Tri-C graduates
- e. Courses listed in this approved Transfer Pathway will apply towards college, university and major
- f. To help ensure seamless transfer, CSU advising staff, with the assistance of the College's Transfer Specialists and Counseling Departments, will be available every semester to meet with prospective students in person or virtually.

**ATTACHMENT B**  
**to the**  
**Articulation Agreement Dated**  
**April 12, 2023**  
**By and Between**  
**Cuyahoga Community College District**  
**and**  
**Cleveland State University**  
**for**  
**Bachelor Degree Completion**

**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:

Kristin E. Broka, M.S.  
Senior Director Marketing  
University Marketing & Communications  
2121 Euclid Avenue, EC182  
Cleveland, Ohio 44115  
P: 216-523-7279

**Appendix A  
Associate Degree Pathway to P2P at CSU**

**Modified Biology OGTP**

**First Year**

<b>SEMESTER 1</b>		<b>SEMESTER 2</b>	
<b>Course Name &amp; #</b>	<b>Credit Hours</b>	<b>Course Name &amp; #</b>	<b>Credit Hours</b>
ENG 1010/101H College Composition I	3	ENG 1020/102H College Composition II or ENG 2151 Technical Writing	3
CHEM 1300 + 130L General Chemistry I and lab	5	BIO 1510 Principles of Biology II	4
MATH 1400 level or above	3-5	MATH 1610/161H Calculus I	5
BIO 1500/151H Principles of Biology I	4	CHEM 1310 + 131L General Chemistry II and lab	5
<b>Total Semester 1 Credit Hours</b>	<b>15-17</b>	<b>Total Semester 2 Credit Hours</b>	<b>17</b>

**Second Year**

<b>SEMESTER 3</b>		<b>SEMESTER 4</b>	
<b>Course Name &amp; #</b>	<b>Credit Hours</b>	<b>Course Name &amp; #</b>	<b>Credit Hours</b>
PHYS 1210 College Physics I*	4	CHEM 2310 Organic Chemistry II	5
CHEM 2300 Organic Chemistry I	5	PHYS 1220 College Physics II* (Elective course in the OGTP)	4
Ohio Transfer 36 Arts and Humanities	3	Ohio Transfer 36 Arts and Humanities	3
PSY 1010/101H General Psychology	3	SOC 1010/101H Introductory Sociology	3
<b>Total Semester 3 Credit Hours</b>	<b>15</b>	<b>Total Semester 4 Credit Hours</b>	<b>15</b>

\* PHYS 2310 General Physics I and PHYS 2320 General Physics II can be taken in place of these courses.