

**ARTICULATION AGREEMENT**  
**between**  
**Cuyahoga Community College District**  
**and**  
**Case Western Reserve University**  
**for the**  
**Cleveland Humanities Collaborative**

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 28th day of January, 2020, by and between Cuyahoga Community College District ("Tri-C"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878, and Case Western Reserve University ("CWRU"), with an address at 10900 Euclid Ave., Cleveland, Ohio 44106.

Tri-C is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code and CWRU is a non-public institution of higher learning approved to operate in Ohio by the Ohio Board of Regents.

The Cleveland Humanities Collaborative ("CHC") is a joint initiative between these institutions to create an effective pathway for humanities-focused Tri-C students to earn an associate of arts degree and continue their pursuit of a liberal arts education and a baccalaureate degree at CWRU.

The CHC has many programmatic elements that range from public programming to faculty initiatives and student advising and mentoring. This Agreement addresses those elements that specifically facilitate Tri-C students' transfer to CWRU as part of the CHC. Tri-C and CWRU desire to enter into a contract pursuant to which Tri-C students would be eligible to apply to become "CHC Scholars" as defined in this Agreement with the benefit of articulated course credits at CWRU toward a bachelor of arts degree with a major in Anthropology, Art History, Chinese, Classics, English, History, French, German, International Studies, Spanish, Music, Philosophy, Religious Studies, Theater Arts, Asian Studies, French and Francophone Studies, History and Philosophy of Science, Japanese Studies, Women's and Gender Studies, World Literature, or any other approved humanities major that might be created during the term of this agreement; and Teacher Education as a second major\* 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.
  - 1. CHC Student. A CHC Student is a Tri-C student participating in the CHC while a student at Tri-C.
  - 2. CHC Scholar. A CHC Student who has transferred from Tri-C and is enrolled as a degree-seeking student at CWRU.
  
- b. Articulation Criteria. Articulation Criteria are set forth on Attachment A which is

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\* A second major is one pursued only in conjunction with a conventional disciplinary major.

attached hereto and incorporated by reference.

- c. Articulation Benefits to CHC Students. CWRU will provide the Articulation Benefits set forth in Attachment A incorporated by reference herein at no charge to students enrolled at Tri-C who meet the Articulation Criteria during the term of this Agreement and are considering application to the Cleveland Humanities Collaborative (the “CHC”).
- d. Annual Review. Both parties agree to meet annually to review the Agreement and to ensure proper standing and compliance as agreed upon in this Agreement.
- e. Accreditation of Tri-C. Tri-C warrants that its programs are accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. Tri-C will notify CWRU if such accreditation ceases to exist.
- f. Accreditation of CWRU. CWRU warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. CWRU will notify Tri-C if such accreditation ceases to exist.
- g. Admissions Processing. CHC Students who meet Articulation Criteria Section I.c. (i-viii) will submit an application for admission to CWRU and an application to become a CHC Scholar. CWRU will review these applications in accordance with its standard admission application evaluation criteria, as determined in CWRU's sole discretion.
- h. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other educational institution.
- i. Compliance with CWRU Policies. While at CWRU, CHC Students and CHC Scholars shall be subject to CWRU's policies and procedures, including academic integrity, judicial, and other applicable policies.
- j. Compliance with Tri-C Policies. While at Tri-C, CHC Students and CHC Scholars shall be subject to CWRU's policies and procedures, including academic integrity, judicial, and other applicable policies.

## ***2. Term and Termination.***

- a. Term. This Agreement will run from August 1, 2019 (“Effective Date”), through June 30, 2023, at which time this Agreement will automatically expire. This Agreement shall commence for the fall semester 2019.
- 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 CWRU, 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 within such ninety-day period 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 or no reason, CHC Scholars shall continue to receive the benefits contemplated by this Agreement and the CWRU catalogue rights from the term in which they are admitted to CWRU.

**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. 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, 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 District:  
Lindsay S. English, Ph. D.  
Vice President, Learning and Engagement  
700 Carnegie Avenue  
Cleveland, OH 44115

Case Western Reserve University:  
10900 Euclid Avenue  
Cleveland, Ohio 44106-7068  
Attention: Dean, College of Arts and Sciences

With a copy to:  
Office of General Counsel  
Cuyahoga Community College  
700 Carnegie Avenue  
Cleveland, Ohio 44115-8278

- 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.

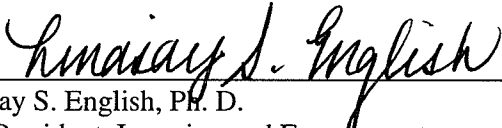
- h. Complete Agreement; Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to 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, religion, disability, age, national origin, ancestry, genetic information, military status, sexual orientation, gender identity and expression, veteran status 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 privacy laws, if applicable, 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. CWRU will provide Tri-C with information regarding the success of a student transferring to CWRU while utilizing the benefits of this Agreement, provided that that student has provided written consent to CWRU to share such information beyond the available directory information. CWRU will participate in exchange of information with Tri-C 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 shared between Tri-C and CWRU:
  - 1.) Contact information, including student identification numbers as necessary for tracking purposes
  - 2.) Currently enrolled (yes/no)
  - 3.) Major as of the most recent term enrolled
  - 4.) Hours earned (cumulative)
  - 5.) GPA (cumulative) and grades earned in concurrent enrollment coursework
  - 6.) Transcripts (both unofficial and official)
  - 7.) Degree completed (if completed)
  - 8.) Major for which degree was awarded (or expected)
  - 9.) Number of terms required to complete degree
- m. Promotional Material. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved in advance by the Tri-C Integrated Communications Department and CWRU (see **Attachment B**).

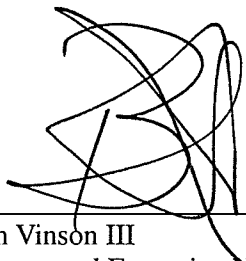
- n. Headings and Captions. Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.

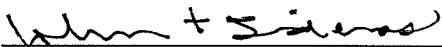
**INTENDING TO BE LEGALLY BOUND**, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement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

**CUYAHOGA COMMUNITY COLLEGE DISTRICT:**

**CASE WESTERN RESERVE UNIVERSITY:**

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

By:   
Ben Vinson III  
Provost and Executive Vice President

By:   
John F. Sideras  
Senior Vice President and Chief Financial  
Officer

**Attachment A**  
**to the**  
**Articulation Agreement Dated January 28, 2020**  
**by and between**  
**Cuyahoga Community College District**  
**and**  
**Case Western Reserve University**  
**for the**  
**Cleveland Humanities Collaborative**

**Articulation Criteria and Articulation Benefits**

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

- a. Completion of the Associate degree, or a minimum of 54 credit hours, with remaining credits to be reverse transferred for Associate of Arts degree completion.
- b. Tri-C administrators shall encourage CHC Students to follow the CHC Transfer Pathway.
- c. Students eligible to apply to be CHC Scholars must be able to fulfill the following criteria prior to entering CWRU:
  - i. Successful completion of ENG 1010 and ENG 1020, English Composition I & II (Students completing ENG 1010 or ENG 1020 with Advanced Placement credits will need to complete a First Seminar at CWRU in addition to a Transfer Supplement)
  - ii. Successful completion of MATH 1410 or MATH 1610 or PHIL 1020
  - iii. Successful completion of six (6) transferable semester credits in Natural and Mathematical Sciences<sup>1</sup>
  - iv. Successful completion of six (6) transferable semester credits in Social and Behavioral Sciences<sup>2</sup>
  - v. Commitment to majoring in one of the aforementioned disciplines and/or interdisciplinary programs.
  - vi. Students planning to apply to CWRU’s Teacher Education program must also successfully complete PSY 1010 General Psychology and PSY 2110 Educational Psychology with a grade of “B” or higher and must submit a program application to the Director of Teacher Education upon acceptance of admission to CWRU.
  - vii. Achieving and maintaining a minimum cumulative grade point average of 3.2 for two consecutive semesters at Tri-C while enrolled in 12 or more credits. In the case of concurrent enrollment or cross-registration, students need to maintain a 3.0 at CWRU.
  - viii. CHC Students will be subject to the CWRU degree requirements in effect at the time that they sign the CHC Program Agreement (See Appendix II, attached hereto and incorporated by reference herein), although they may choose to update their requirements to those included in a later CWRU General Bulletin. If a student extends study towards the BA degree beyond 10 years after first signing the CHC Program Agreement, degree requirements may be updated in accordance with

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<sup>1</sup> See <http://bulletin.case.edu/undergraduatestudies/degreeprograms/> for current CWRU General Degree Requirements and <http://bulletin.case.edu/undergraduatestudies/casdegree/> for Bachelor of Arts Degree Requirements for the College of Arts and Sciences. Transferable credits are those included on the Transfer Guide. CWRU only accepts transfer credit for courses completed with a grade of “C” or above. Please visit <https://www.tri-c.edu/transfer-center/university-partnerships/case-western-reserve-university.html> for supporting information and documents related to the CHC. Please note that while the documents are meant to be live, it is recommended to reach out to a CHC staff person to ensure information is relevant.

<sup>2</sup> See footnote (1) above.

CWRU policy.

2) *The articulation benefits ("Articulation Benefits")*.<sup>3</sup>

- a. Transfer of Credits to CWRU. Certain Tri-C course credits will transfer as equivalent to CWRU courses, as set forth in the guide available on CWRU's website at: <http://www.case.edu/ugstudies/students/transfer-guides/>.
  - i) Transfer guides in effect at the time of Program Agreement signature by the student will govern the transferability of each course, commencing with the transfer guide in effect at the time this Agreement is signed. CWRU will keep on file dated copies of the transfer guide for the duration of this Agreement.
  - ii) For the purpose of this specific program (the CHC), Tri-C courses taken online or in hybrid format that articulate to courses on the Transfer Guide offered by the CWRU College of Arts and Sciences will be accepted for transfer credit.
- b. Completion of Requirements. Due to curriculum structures and the variability in student enrollment patterns, CWRU cannot guarantee that students who transfer to CWRU under this Agreement will complete all the requirements to graduate from CWRU within two years or that all credits earned at Tri-C will transfer to CWRU or count toward a degree requirement.
- c. Opportunities for CHC Student Enrollment at CWRU
  - i) Cross-Registration. Cross-registration opportunities at CWRU and Tri-C exist independently of this articulation agreement and are governed by the separate agreement to which Tri-C and CWRU are signatories. Cross-registration permits Tri-C students to take one course at CWRU at no additional cost to the student beyond Tri-C's full-time (minimum 12 credit hours) tuition and fees.
  - ii) Concurrent Enrollment. Concurrent enrollment opportunities are limited to CHC Students. Concurrent enrollment is the process through which Tri-C students may take up to two classes (normally 6-7 credit hours) at CWRU during a given semester.
    - a) Tri-C students may participate in the Concurrent Enrollment benefit provided the following criteria are met:
      - i. Successful completion of ENG 1010 and enrollment in ENG 1020.
      - ii. Completion of a minimum of 12 college level credits with a 3.2 or higher GPA.
      - iii. Students must register for at least 6 credits at Tri-C during the Concurrent Enrollment semester to maintain full-time status for a minimum total of 12 credit hours. (9 if only 3 are taken at CWRU)
      - iv. Students must have a completed CHC Application and Program Agreement on file with the Tri-C.
      - v. Students must complete and submit the concurrent enrollment form and receive approval from CWRU prior to beginning coursework.
      - vi. Students must participate in any pre-enrollment workshops prescribed by the CWRU CHC leadership.
    - b) Course Limitations. Subject to availability, each student admitted to the CHC will be permitted to schedule no more than two courses (normally 6-7 credits) per term at CWRU through concurrent enrollment with no additional cost to the student for tuition and fees. CHC Students may not request course overrides from CWRU instructors.

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<sup>3</sup> See the CWRU General Bulletin, Undergraduate General Degree Requirements, Requirements for Specific Degrees, <http://bulletin.case.edu/undergraduatestudies/degreeprograms/>

- c) Student Costs. Students shall be responsible for books and ancillary costs.
  - d) Student Status. Students shall be deemed to be non-degree, transient students.
  - e) Student Rights and Privileges. During the term(s) of concurrent enrollment and while on the campus of CWRU, CHC Students shall have access to the same rights and privileges they would have on their home campus, such as but not limited to: library privileges, counseling services, and academic support services.
  - f) Exclusions. Beyond the above enumerated rights and privileges, CHC Students shall not expect additional privileges that apply to degree-seeking students at CWRU, which include but are not limited to gym access, voting membership in student organizations, and appointed or elected positions in student groups.
- iii) Course limitations. Subject to availability, each student admitted to the CHC will be permitted to schedule no more than eight courses (24 credits) at CWRU through a combination of the cross-registration and concurrent enrollment benefits.
- d. Transfer of Credits to Tri-C.
    - i) Successful completion of each CWRU course with a “C” or better grade will be eligible for transfer back to Tri-C.
    - ii) Credits earned at CWRU will be treated as transient credits by Tri-C.

**3) *The selection process:***

- a. The primary pool of candidates shall include students who satisfy the program requirements, lists of whom shall be generated by audits and queries of Tri-C student records.
- b. The secondary pool of candidates may be students who self-select for interest in the CHC, including those participating in Tri-C's Honors Program, the Jack, Joseph, and Morton Mandel Humanities Center, Robert L. Lewis Academy of Scholars, and Phi Theta Kappa along with recommendations made by administrators and faculty of the liberal arts of Tri-C.
- c. Tri-C CHC leadership shall recruit, advise, and mentor potential applicants.
- d. Tri-C CHC students shall declare their intent to be advised and mentored by Tri-C CHC counselors and mentors in preparation to apply as a CHC Scholar and for admission to CWRU. This declaration shall be non-binding.
- e. Students will submit applications to CWRU for admission by the March 15 early deadline for transfer to CWRU for Fall admission, or by October 1 for Spring admission.
- f. CHC leadership shall convene a meeting in any semester in which applicants identify themselves to review CHC Scholar applications.
- g. Final decisions for admission of candidates to CWRU and as CHC Scholars shall be at the sole discretion of CWRU.

**4) *CHC Students are required to:***

- a. Maintain fulltime enrollment at Cuyahoga Community College (minimum 12 credit hours).
- b. Maintain a continuous cumulative grade point average (GPA) of 3.2 at Tri-C prior to transfer, and a 3.0 for courses taken at CWRU through the cross-registration and concurrent enrollment benefit.
- c. Participate in bridging events following admission and prior to full matriculation.



**Attachment B  
to the  
Articulation Agreement Dated, by and between  
Cuyahoga Community College District  
and  
Case Western Reserve University  
for the  
Cleveland Humanities Collaborative**

**Marketing and Advertising Restrictions**

Promotion of Partnership to  
Domestic and International Students

In order for Cuyahoga Community College and Case Western Reserve 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 Tri-C and CWRU communicate.

Therefore, the parties agree that prior, 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. 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

**Case Western Reserve University:**

University Marketing and Communications  
10900 Euclid Ave.  
Cleveland, OH 44106-7017