

COMPLETION TRANSFER PATHWAYS ARTICULATION AGREEMENT
Between
CUYAHOGA COMMUNITY COLLEGE
And
MALONE UNIVERSITY
For
ASSOCIATE OF ARTS, ASSOCIATE OF SCIENCE, ASSOCIATE OF APPLIED SCIENCE, AND
ASSOCIATE OF APPLIED BUSINESS DEGREE COMPLETION TRANSFER

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 23rd day of April, 2019 (the "Effective Date") by and between Cuyahoga Community College District (Hereafter referred to as "the College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Malone University (Hereafter referred to as "Malone"), with an address at 2600 Cleveland Avenue NW, Canton, Ohio 44709-3897. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code and Malone is a non-profit institution of higher education pursuant to Ohio nonprofit corporation law. The College and Malone (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 Malone, 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. Malone 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 Malone if such accreditation ceases to exist.
- d. Accreditation of Malone. Malone warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. Malone 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-i), Malone will consider their applications for admission in accordance with standard Malone 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, Malone 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.
- h. Transfer Pathway Review. Transfer degree pathways will be reviewed and published annually. Malone 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. Each institution will work in good faith to modify their policies, procedures, etc.

to accommodate the changing needs of their partner.

- i. Program-specific admission requirements. Admission and academic requirements for specific baccalaureate degrees are exclusively the responsibility of Malone and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that Malone 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. Term. This Agreement will run from the Effective Date and shall automatically expire on the last day of the 2024 Spring 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 Malone, 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 Malone shall continue to receive the benefits contemplated by this Agreement and the Malone catalog rights from the term in which they are admitted to Malone as set forth in Section 2 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.
Vice President, Learning and Engagement
700 Carnegie Avenue
Cleveland, OH 44115

For Malone University:
D. Nathan Phinney, Ph. D.
Provost
2600 Cleveland Avenue NW
Canton, OH 44709-3308

With a copy to:
Office of General Counsel and Legal Services
Cuyahoga Community College
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, 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. Malone will provide the College with information regarding the success of a student transferring to Malone while utilizing the benefits of this agreement, provided that that student has provided written consent to Malone to share such information beyond the available directory information. Malone will participate in exchange of information with the College 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 requested from Malone:
 - 1.) Date of birth (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.

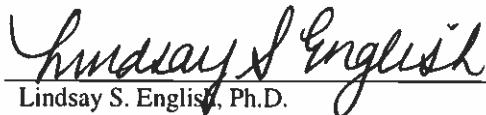
- m. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the College's Integrated Communications Department, (see **Attachment B**).

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:**

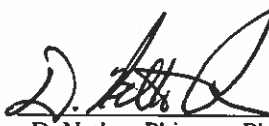
MALONE UNIVERSITY:

By:



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

By:



D. Nathan Phinney, Ph. D.
Provost

ATTACHMENT A
To The
Articulation Agreement Dated April 23, 2019
By and Between
Cuyahoga Community College District
and
Malone University

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 Science, or Associate of Applied Business degree.
 - b. Malone and the College will establish and approve major/program Transfer Pathways using the sample template 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. Associate degree should include completion of gateway (prerequisite) coursework and required math course for students intended major whenever possible, as shown on Transfer Pathway.
 - d. Student should have a cumulative 2.0 GPA and document writing proficiency through college/university English composition.
 - e. In the case of students applying to the Malone Management Program (MMP) accelerated BA, student must have five years of work experience.
 - f. Completion of a Malone University application along with supporting documentation including an official College transcript indicating degree completion.
 - g. Formal matriculation into Malone University.
 - h. For any applicant not meeting all of the requirements, they may submit a letter requesting application review by a Malone official, or committee as appropriate.
 - i. Malone will provide course equivalencies to the College.
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 Malone.
 - b. The obtained College degree (1. A.) entitles the student to enter Malone with the academic classification (e.g. Junior, Senior status) commensurate with credit hours transferred to Malone, along with rights and privileges (related to all collegiate activities) that are associated with that classification (e.g. registration priority, housing priority, etc.).
 - c. Malone University has a 30-credit hour residency requirement for graduation. Requirement details are found in the current catalog. For a list of transfer equivalencies see the attached appendices.
 - d. Students must complete 124 total semester hours and meet all Malone residency requirements for the major and minor.
 - e. Students who complete all of the degree requirements in the Associate of Arts, Associate of Science, Associate of Applied Business, or Associate of Applied Science degree as listed in an approved

Transfer Pathway will be admitted to the applicable major at Malone.

- f. Unless otherwise noted by specific program requirements, Malone will award credit for all non-remedial courses completed with "D" grades or higher provided that the student's academic record includes offsetting "B" or higher grades for each "D" transferring, in order to provide an overall 2.0 g.p.a. in transferred courses.
- g. To help ensure seamless transfer, Malone advising staff, with the assistance of the College's Transfer Specialists and Counseling Departments, will be available on each of the College's campuses every semester to meet with prospective students.

ATTACHMENT B
To The
Articulation Agreement Dated April 23, 2019
By and Between
Cuyahoga Community College District
And
Malone University

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Malone 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.

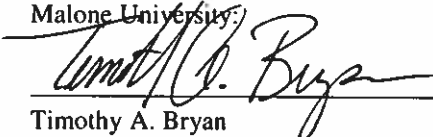
Therefore, the Parties agree that any use of the other's name, trade name, trademark, logo and tagline, or any other defining symbol or name associated with either entity during the term of this Agreement shall be for the sole purpose of promoting this Agreement. Express written permission or a limited 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

Malone University:



Timothy A. Bryan
Chief of Staff; Vice President for
Communications and Marketing
Malone University
2600 Cleveland Ave NW
Canton, OH 44709
P: 330-471-8240
F: 330-471-8653



Appendix A Degree Plan/Pathway Template Associate of ____ to Bachelor of ____ in

201_ -20__ Catalog

Suggested Transfer Pathway at Tri-C (2+2, readjust for 3+1)

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

Third Semester			Fourth Semester		
		Credits			Credits

Associate of Arts Degree Awarded Total

Hours:

Suggested Degree Plan at _____

Fifth Semester			Sixth Semester		
		Credits			Credits

Seventh Semester			Eight Semester		
		Credits			Credits

Bachelor of Arts Degree Awarded Total Hours: