

ARTICULATION AGREEMENT
By and Between
CUYAHOGA COMMUNITY COLLEGE DISTRICT
and
MOUNT CARMEL COLLEGE OF NURSING
for

Associate of Applied Science in Nursing to Bachelor of Science in Nursing

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 14th day of June, 2021 (the "Effective Date") by and between Cuyahoga Community College District ("the College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878, and Mount Carmel College of Nursing ("Mt. Carmel"), with an address at 127 South David Avenue, Columbus, Ohio 43222. The College and Mt. Carmel 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, and Mt. Carmel is a private Institution of Higher Education. The College and Mt. Carmel (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 Mt. Carmel, 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. Mt. Carmel 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 Mt. Carmel if such accreditation ceases to exist.
- d. Accreditation of Mt. Carmel. Mt. Carmel warrants that it is accredited by the Higher Learning Commission. Mt. Carmel will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet the Articulation Criteria, Mt. Carmel will consider their applications for admission in accordance with standard Mt. Carmel 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 2025 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 Mt. Carmel, 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 Mt. Carmel shall continue to receive the benefits contemplated by this Agreement and the Mt. Carmel catalog rights from the term in which they are admitted to Mt. Carmel 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 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):

For Cuyahoga Community College:

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

For Mount Carmel College of Nursing:

Kathleen Williamson, MSN, PhD, RN
President/Academic Dean, Mount Carmel College of
Nursing
127 South David Avenue
Columbus, OH 43222

With a copy to:

Office of General Counsel
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 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. Mt. Carmel will provide the College with information regarding the success of students transferring to Mt. Carmel while utilizing the benefits of this Agreement.

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).

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
Vice President, Learning and Engagement

MOUNT CARMEL COLLEGE OF NURSING:

By: Kathleen Williamson
Kathleen Williamson
President/Academic Dean

ATTACHMENT A
to the
Articulation Agreement Dated
June 14, 2021
By and Between
Cuyahoga Community College District
and
Mount Carmel College of Nursing
for
Associate of Applied Science in Nursing to Bachelor of Science in Nursing
(RN to BSN)
Articulation Criteria and Articulation Benefits

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

- a. Completion of the Associate of Applied Science in Nursing as outlined in Appendix A
- b. Active/unencumbered RN license
- c. Above a 2.0 overall GPA at all institutions attended
- d. Completed Mt. Carmel application for admission

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

- a. Preferred tuition rate for Tri-C graduates of \$8,000 for the core nursing curriculum (30 total credit hours) or \$267.67 per credit hour
- b. General education coursework outside of core nursing curriculum (if needed to reach 120 credit hours) will be \$333.33 per credit hour
- c. Courses listed in this approved Transfer Pathway will apply towards college, university and major requirements for graduation at Mt. Carmel
- d. Flexible online program scheduling (8 different start dates per year, 6-week courses, part-time or full-time, self-paced)
- e. No nursing proficiency or placement exams required
- f. A Transcript Evaluation Guide and Degree Plan Pathway will be provided and updated as needed (see Attachment C and Appendix A)
- g. To help ensure seamless transfer, Mt. Carmel 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
June 14, 2021
By and Between
Cuyahoga Community College District
and
Mount Carmel College of Nursing
for
Bachelor Degree Completion

Marketing and Advertising Restrictions

Promotion of Partnership to Domestic and International Students

In order for Cuyahoga Community College and Mount Carmel College of Nursing 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

Mount Carmel College of Nursing:

Nicole Lambert, MA
Employer Partnerships
Mount Carmel College of Nursing
127 South David Avenue
Columbus, Ohio 43222
P: 215-530-2210
nlambert@mccn.edu

ATTACHMENT C

AY2020-2021

Mount Carmel College of Nursing (MCCN) and Tri-C
RN to BSN Transcript Evaluation Guide

Category	GE Requirements/Semester Credits	School	Total Credits
English Comp/Communications	ENG1010 or ENG101H (3), ENG1020 or ENG102H (3)		6
Logic/Math/Analytic/Thinking	Math1240 (3)		3
Arts/Culture and Humanities			0
Social/Behavioral Science	PSY1010 or PSY101H (3), PSY2020 or PSY202H (4)		7
Sciences	BIO2331 (4), BIO2341 (4), BIO2500 (4)		12
		Total	28
Cuyahoga	Up to 42 hours credit awarded for ADN/Licensure	Total	42
	Cuyahoga Total Transfer		70 credits
	MCCN - Online RN to BSN Courses		
NURS 301	Nursing informatics		3
NURS 360	Nursing research and EBP		3
NURS 400	Conceptual foundations in nursing		3
NURS 402	Caring practices within the leadership role		4
NURS 403	Caring practices within the community		4
NURS 415	Healthcare quality and safety		3
NURS 420	Interprofessional practice and team-based care		3
NURS 490	Capstone experience		4
One Core Option Course	HUMN 420 (Ethical Issues) HUMN 425 (Religion/Spirituality) NURS 3533 (Transcultural Concepts)		3
		Total	30
	Tri-C transfer + MCCN core nursing		100 credits
	Required Gen Ed Course		
Statistics/Data Analysis	Tri-C Math 1410 fulfills the requirement		3
	General Education Courses		
General Education	3 hours of the 18 must be an Arts/Humanities course		18
		Total	121

**Appendix A
Degree Plan Pathway**

Suggested Transfer Pathway at Tri-C

First Semester	(Program Admission Requirements)	Credits	Second Semester		Credits
PSY 1010/101H	General Psychology/Honors	3	BIO 2341	Anatomy and Physiology II	4
MATH 1240	Contemporary Mathematics	3	NURS 1200	Fundamentals of Nursing Concepts	4
BIO 2331	Anatomy and Physiology I	4	NURS 1210	Concepts of Nursing Care for Patients in Community and Behavioral Health Settings	2
NURS 1000	Introduction to Healthcare Concepts	1	PSY 2020/202H	Life Span Development	4
NURS 1010	Introduction to Patient Care Concepts	4			
		15			14

Third Semester		Credits	Fourth Semester		Credits
ENG 1010/101H	English Composition I/Honors	3	ENG 1020/102H	English Composition II/Honors	3
NURS 1220	Concepts of Nursing Care for patients with Acute and Chronic Conditions I	5	BIO 2500	Microbiology	4
NURS 1230	Concepts of Nursing Care of Childbearing Families and Children	4	NURS 2000	Concepts of Nursing Care for Patients with Acute Unstable and Chronic Conditions II	6
NURS 1240	Role Transitions	1			
		13			13

Fifth Semester		Credits
NURS 2010	Concepts of Nursing Care for Patients with Complex Conditions	6
		6

Associate of Applied Science Degree awarded Total Hours Earned in Program: 61

Transfer Details:

General Education course work = 28 credits and 42 credits awarded for ADN/Licensure
Total credit from Tri-C = 70 See Attachment C for details.

The following courses are required by Mount Carmel College of Nursing and can be taken at Tri-C, but may not be eligible for financial aid; please consult a Tri-C Financial Aid Office for details.

	Remaining General Education Mt. Carmel Requirements	credits
Statistics/Data Analysis**	Tri-C Math 1410 fulfills the requirement	3
General Education	3 hours Arts/Humanities course 15 hours any General Elective course	18

Mount Carmel College of Nursing Required Nursing Courses

NURS 301	Nursing informatics		3
NURS 360	Nursing research and EBP		3
NURS 400	Conceptual foundations in nursing		3
NURS 402	Caring practices within the leadership role		4
NURS 403	Caring practices within the community		4
NURS 415	Healthcare quality and safety		3
NURS 420	Interprofessional practice and team-based care		3
NURS 490	Capstone experience		4
One Core Option Course	HUMN 420 (Ethical Issues) HUMN 425 (Religion/Spirituality) NURS 3533 (Transcultural Concepts)		3
		Total	30

Bachelor of Science Degree Awarded

Total Hours: 121

This Transfer Pathway represents one example of how to complete the AAS and BS degrees. Students should work closely with Counselors/Academic Advisors at both institutions to discuss options. A Mt. Carmel Academic Advisor can also assist students with developing a graduation plan for full-time or part-time study.

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

** It is recommended that students complete the following mathematics course prior to transferring:

MATH 1410 Elementary Probability and Statistics I

This program awards maximum credit for an Associate of Applied Science degree from Tri-C and streamlines completion of a Bachelor degree from **Mt. Carmel**. A maximum of 48 GE and 42 Nursing credits transfer to **Mt. Carmel** from a Tri-C Associate of Applied Science degree, fulfilling most of **Mt. Carmel's** core requirements and guaranteeing junior status.

All students must complete:

- A minimum of 121 semester credits (combined Tri-C and Mt. Carmel)
- All residency requirements credits for **Mt. Carmel**, including any major and minor residency requirements
- An experiential learning requirement (internship, field experience, community service).