

TRANSFER PATHWAY COMPLETION ARTICULATION AGREEMENT

Between

CUYAHOGA COMMUNITY COLLEGE

And

URSULINE COLLEGE

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 5th day of July, 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 Ursuline College ("Ursuline"), with an address at 2550 Lander Road, Pepper Pike, OH 44124. The College and Ursuline are institutions of higher education established pursuant to Section 3354 and 1702 respectively of the Ohio Revised Code. The College and Ursuline (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 Ursuline, 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. Ursuline will provide the Articulation Benefits to past and present students of the College who meet the Articulation Criteria at no additional charge beyond its standard or normal tuition fees, costs, and other related charges.
- c. Accreditation of the College. The College warrants that it is accredited by the Higher Learning Commission. The College will notify Ursuline if such accreditation ceases to exist.
- d. Accreditation of Ursuline. Ursuline warrants that it is accredited by the Higher Learning Commission. Ursuline 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), Ursuline will consider their applications for admission in accordance with standard Ursuline 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, Ursuline 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. Program-specific admission requirements. Admission and academic requirements for specific baccalaureate degrees are exclusively the responsibility of Ursuline and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that Ursuline may establish and amend from time to time.
- i. Transfer Pathway Review. Transfer degree pathways will be reviewed and published annually. Ursuline 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.

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 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 Ursuline, 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 Ursuline shall continue to receive the benefits contemplated by this Agreement and the Ursuline catalog rights from the term in which they are admitted to Ursuline 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 an additional copy addressed to the other Party's "General Counsel":

<u>For Cuyahoga Community College District:</u> Lindsay S. English, Ph. D. Assistant Provost/Vice President, Learning and Engagement 700 Carnegie Avenue Cleveland, OH 44115	<u>For Ursuline College:</u> Kathryn M. LaFontana, Ph. D. Vice President of Academic Affairs 2550 Lander Road Pepper Pike, OH 44124
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With a copy to:
 Office of General Counsel and Legal Services
 Cuyahoga Community College
 700 Carnegie Avenue
 Cleveland, OH 44115

With a copy to:
 General Counsel
 Ursuline College
 2550 Lander Road
 Pepper Pike, OH 44124

- 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, color, or any other basis prohibited by federal, state, or local laws.
- l. 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. Ursuline will provide the College with information regarding the success of students transferring to Ursuline while utilizing the benefits of this Agreement.

Both Parties 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**).
- n. No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any other party other than the College and Ursuline.

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

URSULINE COLLEGE:

By: Kathryn M. LaFontana
 Kathryn M. LaFontana, Ph.D.
 Vice President of Academic Affairs

ATTACHMENT A
To The
Articulation Agreement Dated July 5, 2023
By and Between
Cuyahoga Community College District
and
Ursuline College

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 Business, or Associate of Applied Science degree.
 - b. Ursuline and the Cuyahoga Community College (College) will jointly 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. The Associate degree should include completion of all coursework for student's intended major, as shown on the applicable Transfer Pathway.

2. ***The articulation benefits ("Articulation Benefits") are:***
 - a. Students with an earned associate degree may be waived out of up to two distribution courses (English Literature, History/Political Science, or Art/Art Therapy/Music) when transferring to Ursuline. Students should consult with their Ursuline College Admission Counselor to learn more.
 - b. Courses listed in an approved Transfer Pathway will apply towards college, university and major requirements for graduation at Ursuline.
 - c. Students who complete all of the degree requirements in the Associate of Arts, Associate of Science, Associate of Applied Science or Associate of Applied Business degree as listed in an approved Transfer Pathway will be admitted to the applicable major at Ursuline, provided that such student meets all other applicable admission and academic requirements of Ursuline.
 - d. Ursuline will award credit for all non-remedial courses completed at the College with "C" grades or higher. However, Ursuline will award credit for a C-, D+, D, or D- if it is earned as part of an earned associate degree. Generally, these courses will only be used to satisfy core or general education elective requirements. Students can apply in writing to the Department Chair if they wish to have these courses count toward their major. (Departmental accreditation requirements may apply.)
 - e. To help ensure seamless transfer, Ursuline and the College will have Transfer Pathways made available through the College's public website. For additional support, staff of Ursuline Admission Counseling Department will be available to meet by appointment with any current or prospective College student.
 - f. College students will be encouraged to complete their associate degree before transferring to Ursuline. If a College student transfers to Ursuline prior to completion of an associate degree, the College shall provide an opportunity for the student to subsequently complete the associate degree in absentia using the Ursuline course credit in accordance with the Ohio Credit When It's Due/Reverse Transfer process.
 - g. Admission application fee waived.
 - h. Unofficial transfer credit evaluations/estimates will be completed for prospective students outlining how credit will transfer and apply to the desired degree.

- i. Group or individual transfer student onboarding/orientation will be offered.
- j. A maximum 90 credits can transfer to Ursuline from Tri-C for associate degree completion. Students must meet the 30-credit residency requirement and any major residency requirements. Student will be guaranteed junior standing. Transfer credit will always follow the most recent Ursuline catalog.

ATTACHMENT B
To The
Articulation Agreement Dated July 5, 2023
By and Between
Cuyahoga Community College District
And
Ursuline College

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Ursuline College 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

Ursuline College:

Cindy Naegele
Vice President for Institutional Advancement
Ursuline College
2550 Lander Road
Pepper Pike, Ohio 44124
P: (440) 684-8124



Associate of Applied Science
to Bachelor of Science in Respiratory Care Transfer Pathway
Course selection/order may vary. All pathways are subject to change.

Program Admission Requirements

Tri-C Course Name	Credit Hrs
BIO 1100: Introduction to Biological Chemistry	3
BIO 2331: Anatomy and Physiology I	4
MATH 1240: Contemporary Mathematics	3
ENG 1010/101H: College Composition I/Honors	3
RESP 1100: Introduction to Respiratory Therapy	1
Semester Total	14

Year One Curriculum
Semester One

Tri-C Course Name	Credit Hrs
RESP 1300: Respiratory Care Equipment	4
RESP 1310: Cardiopulmonary Physiology	3
ENG 1020/102H: College Composition II/Honors	3
PSY 1010/101H: General Psychology/Honors	3
Semester Total	13

Semester Two

Tri-C Course Name	Credit Hrs
BIO 2341: Anatomy and Physiology II	4
RESP 1320: Acid-Base and Hemodynamics	2
RESP 1330: Cardiopulmonary Assessment and Pulmonary Diseases	5
RESP 1340: Pharmacology for Respiratory Care	2
PHIL 2050/205H: Bioethics/Honors	3
Semester Total	16

Summer Semester

Tri-C Course Name	Credit Hrs
RESP 2210: Introduction to Mechanical Ventilation	1
RESP 2300: Basic Therapeutic Procedures	3
RESP 2940: Respiratory Care Field Experience I	1
Semester Total	5

Cumulative Total Credit Hours After Year One: 48

Year Two Curriculum
Semester One

Tri-C Course Name	Credit Hrs
BIO 2500: Microbiology	4
RESP 2310: Mechanical Ventilation	4
RESP 2320: Pediatric/Neonatal Respiratory Care	2
RESP 2950: Respiratory Care Field Experience II	2
Semester Total	12

Semester Two

Tri-C Course Name	Credit Hrs
RESP 2330: Respiratory Home Care/Rehabilitation	1
RESP 2342: Patient Management Problems	2
RESP 2960: Respiratory Care Field Experience III	2
Semester Total	5

Cumulative Total Credits After Year Two: 65

Student will have earned the Cuyahoga Community College Associate of Applied Science degree at the conclusion of the above curriculum plan.

Year Three Curriculum

Semester One

Ursuline Course Name	Credit Hrs
RC 310: Professionalism & Leadership in Respiratory Care	3
Religious Studies Elective	3
UC 201: Identity, Diversity & Community	3
MAT 212: Principles of Statistics	3
Semester Total	12

Summer Semester

Ursuline Course Name	Credit Hrs
Respiratory Care Elective	2
Respiratory Care Elective	3
Elective	2
Semester Total	7

Semester Two

Ursuline Course Name	Credit Hrs
RC 390: Educational Methods in Respiratory Care	3
300-level or higher Religious Studies Choice	3
RC 380: Research Methods in Respiratory Care	3
English Literature Elective	3
Semester Total	12

Cumulative Total Credits After Year Three: 96

Year Four Curriculum

Semester One

Ursuline Course Name	Credit Hrs
RC 410: Principles of Management in Respiratory Care	3
History or Political Science Elective	3
Respiratory Care Elective	3
300-level or higher Philosophy Choice	3
Semester Total	12

Semester Two

Ursuline Course Name	Credit Hrs
RC 460: Advanced Applications of Mechanical Ventilation and Patient Monitoring	3
UC 401: Capstone Seminar	3
RC 490: Respiratory Care Capstone	3
Art or Music Elective	3
Semester Total	12

Cumulative Total Credits After Year Four: 120

Student will have earned the Ursuline College Bachelor of Science in Respiratory Care at the conclusion of the above curriculum plan.

Special Notes:

- Half of Ursuline major core classes must be completed at Ursuline.

Disclaimer: *The fluidity of these pathways is acknowledged. At each level changes are possible as requirements, courses, course numbers, etc. may change. All efforts have been made to confirm the accuracy of the pathway by each institution. Always be aware of the date of review on the document. Always seek the assistance of an Academic Advisor or Counselor.*