

COMPLETION TRANSFER PATHWAYS ARTICULATION AGREEMENT

Between

CUYAHOGA COMMUNITY COLLEGE

And

WALSH 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 21st day of May, 2020 (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 Walsh University (Hereafter referred to as "WU"), with an address at 2020 East Maple Street, North Canton, Ohio 44720. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code and WU is a non-profit institution of higher education pursuant to Ohio nonprofit corporation law. The College and WU (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 WU, 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. WU 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 WU if such accreditation ceases to exist.
- d. Accreditation of WU. WU warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. WU 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-f), WU will consider their applications for admission in accordance with standard WU 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, WU 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. WU 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 WU and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that WU 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 WU, 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 WU shall continue to receive the benefits contemplated by this Agreement and the WU catalog rights from the term in which they are admitted to WU as set forth in 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

With a copy to:
Office of General Counsel and Legal Services
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, OH 44115

For Walsh University:
Dr. Douglas Palmer
Provost and Vice President for Academic
Affairs
2020 East Maple St.
North Canton, OH 44720

Dr. Christine Lynn, Ed.D., MBA
Executive Director, Digital Campus
2020 East Maple St.
North Canton, OH 44720

- 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. 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. WU will provide the College with information regarding the success of students transferring to WU 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**).

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:

WALSH UNIVERSITY:

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

By: *Douglas Palmer*
Dr. Douglas Palmer
Provost and Vice President for Academic
Affairs

ATTACHMENT A
To The
Articulation Agreement Dated May 21, 2020
By and Between
Cuyahoga Community College District
and
Walsh 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. WU 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. Provide a current resume.
 - d. Provide official transcripts to verify that students have earned a 2.00 minimum grade point average and completed all required courses according to this alliance.
 - e. Completion of application and acceptance into Walsh based on the terms of this agreement.
 - f. WU will provide course equivalencies to the College

2. *The articulation benefits ("Articulation Benefits") are:*
 - a. The application fee will be waived for Cuyahoga Community College students.
 - b. Courses listed in an approved Transfer Pathway will apply towards college, university and major requirements for graduation at WU. Student will be guaranteed junior standing with completion of an approved Transfer Pathway.
 - c. Writing requirement for graduation for Transfer Students will be satisfied by:
Students earning a "C or better" in ENG 1010 or 1020 receive credit for ENG 102.
 - d. A maximum 88 credits can transfer to WU from the College for an Associate degree. Transfer credit will always follow the most recent WU catalog. For a complete list of transfer equivalencies go to Tri-C Transfer Center website, WU webpage.
 - e. All course equivalencies as determined by WU faculty and in which the student has received a grade of "C-" or better will transfer to WU toward major, minor and core requirements with the completion of the Associate of Arts, Associate of Science, Associate of Applied Science, or Associate of Applied Business degree. To earn credit for lab science courses a grade of "B" or higher must be earned.
 - f. Students must complete 32 semester hours and meet all WU residency requirements for the major and minor.
 - g. 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 WU.
 - h. WU will award credit for all non-remedial courses completed at the College with C- grades or higher if earned as part of the associate degree. To earn credit for lab science courses a grade of "B" or higher must be earned.
 - i. Transfer students may be eligible for renewable scholarships based on transfer grade point average. Contact Christine Lynn at 330-490-7617 for eligibility details.
 - j. To help ensure seamless transfer, WU 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 May 21, 2020
By and Between
Cuyahoga Community College District
And
Walsh University

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Walsh 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.

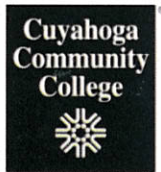
Marketing Contacts:

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

Walsh University:

Teresa Fox
Vice-President, Marketing and Communications
Walsh University
2020 East Maple Street
North Canton, OH 44720
P: 330-490-7503



Appendix A Associate of Arts to Bachelor of Arts in Corporate Communications

2020-2021 Catalog

Suggested Transfer Pathway at Cuyahoga Community College*

First Semester			Second Semester		
		Credits			Credits
BADM 1020	Introduction to Business	3	ECON 2000	Principles of Microeconomics	3
ENG 1010/101H	College Composition I/Honors	3	1020/102H	ENG College Composition II/Honors	3
MATH 1470	Mod Math for Business/Social Sci I	4	PHIL 2060	Business Ethics	3
PHIL 1020	Introduction to Logic	3	Elective	OTM Natural Science Elective with lab	3 - 4
Elective	OTM Natural Science Elective without lab	3	Elective	OTM Social/Behavioral Science Elective (not ECON)	3
		16			15-16

Third Semester			Fourth Semester		
		Credits			Credits
ACCT 1311	Financial Accounting	3	ACCT 1341	Managerial Accounting	3
ECON 2010	Principles of Macroeconomics	3	BADM 2010	Business Communication	3
COMM 1010/101H	Speech Communication/Honors	3	BADM 2151	Business Law	3
Elective	HIST Course Recommended	3	MARK 2010	Principles of Marketing	3
Elective	OTM Arts/Humanities Elective (not PHIL)	3	COMM 1000	Fundamentals of Interpersonal Communication	3
		15			15

Associate of Arts Degree Awarded Total Hours: 61-62

This Transfer Pathway completes the Associate of Arts degree, which must total at least 60 semester credits and includes 36-40 credits of the Ohio Transfer Module (OTM), which are approved Tri-C general education requirements. OTM details can be found at <https://www.ohiohighered.org/transfer/transfermodule>.

Walsh University Requirements for BA in Corporate Communications

Based on the student transferring in an A.A., the following are additional courses required to obtain a Walsh University B.A. in Corporate Communications with equivalencies for Cuyahoga Community College courses. This may allow Cuyahoga Community College students to take additional courses at Cuyahoga Community College before transferring to Walsh University. Once an associate degree has been earned, financial aid may not be applicable to additional coursework taken at Tri-C, see a campus Financial Aid Office for questions. **NOTE: All students must take their last 32 credit hours at Walsh University and at least 15 credit hours of coursework in your major.**

Walsh University Requirements for BA in Corporate Communications

Walsh Required Course	Credit hours	Cuyahoga Community College Equivalent
THEO Any Theology	3	NONE
HIST Any History	3	Any HIS course
MATH 200 Analytics	3	NONE
BUS 112 Business Ethics	3	PHIL 2060
BUS 360 Management in a Multicultural Environ.	3	BADM 2220
BUS 308 Global Integrated Marketing Comm.	3	NONE
COM 212 Interpersonal Communications	3	COMM 1000
COM 250 Writing for Mass Media	3	NONE
COM 330 Desktop Publishing	3	NONE
COM 360 Intro to Adv. and P.R.	3	NONE
COM 370 Mass Media Law & Ethics	3	NONE
COM 460 Advanced Adv. & P.R.	3	NONE
COM 475 Senior Capstone Experiences in Corp	3	NONE
	30-33	Specific credits required
	61-62	Credits transferred from Tri-C (Associate)
	91-95	Total number of credits taken at Walsh and Tri-C
	25-29	Total number of elective hours needed
	120	Total number of credits taken w/electives (120 credit hours required for Walsh graduation)