ARTICULATION AGREEMENT
By and Between
Cuyahoga Community College District
and
Cleveland Clinic Foundation
Cleveland Clinic School of Diagnostic Imaging
Radiologic Technology Program

THIS ARTICULATION AGREEMENT ("Agreement") is entered into on this 26th day of August, 2013 (the "Effective Date") by and between Cuyahoga Community College District ( "College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and The Cleveland Clinic Foundation, Cleveland Clinic School of Diagnostic Imaging Radiologic Technology Program ("RTP"), with an address of 18901 Lake Shore Boulevard, Euclid, Ohio 44119.
The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and RTP, a member of the Cleveland Clinic Foundation System authorized to operate in Ohio by the Ohio Department of Health under the Ohio Revised Code and Ohio Administrative Code, and The Joint Review Committee on Education in Radiologic Technology ("JRCERT"). The College and RTP desire to enter into a contract pursuant to which students of the RTP would be eligible for articulated course (AC) credits at the College, 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 and Attachment B, which are attached hereto and incorporated by reference.
   b. Articulation Benefits to Students. The College will provide the Articulation Benefits in Attachment A as set forth in Attachment A (2.a-f) at no charge to past and present students of RTP who meet the Articulation Criteria.
   c. Accreditation of the College. The College warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. The College will notify RTP if such accreditation ceases to exist, is reduced to probationary status, or altered in any way full certification to include less than complete and unrestricted status.
   d. Accreditation of RTP. RTP warrants that it is accredited by the Ohio Department of Health and JRCERT. RTP will notify the College if such accreditation ceases to exist, is reduced to probationary status, or altered in any way full certification to include less than complete and unrestricted status.
   e. Admissions Processing. For those past or present students who meet Articulation Criteria 1(a-k), the College will consider their applications for admission in accordance with standard College admission application evaluation criteria, while favorably recognizing students’ accomplishments at RTP.
   f. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.

2. Term and Termination.
   a. Term. This Agreement will run from the Effective Date until the end of the last day of the Spring 2016 academic term of the College, at which time this Agreement will automatically expire.
   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 RTP, 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 or no reason, RTP students previously accepted by or admitted to the College shall continue to receive the benefits contemplated by 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.** The parties to this Agreement each specifically consent to exclusive jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof.

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, pre-paid postage, 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: For Cleveland Clinic Foundation
Cleveland Clinic School of Diagnostic Imaging Radiologic Technology Program:

Karen Miller Marguerite Group, M.D.
Vice President for Enrollment Management Executive Director
and Student Affairs Center for Health Sciences Education
700 Carnegie Avenue Cleveland Clinic
Cleveland, Ohio 44115 9500 Euclid Avenue

With a copy to:

Office of General Counsel and Legal Services Roy Anderson, Director
Cuyahoga Community College Center for Health Sciences Education
700 Carnegie Avenue Cleveland Clinic
Cleveland, Ohio 44115-2878 9500 Euclid Avenue

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, or ancestry, genetic information, military status, sexual orientation, gender identity and expression, veteran status, pregnancy, or color.

l. **Data Exchange.** The parties shall exchange information regarding student success related to this Agreement. RTP will provide upon request a directory list of graduates from RTP following each graduation or awarding of certification, diploma, document of completion; while complying with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. The College will provide RTP with information regarding the success of students transferring to the College while utilizing the benefits of this Agreement.

m. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the College Marketing & 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: CLEVELAND CLINIC SCHOOL OF DIAGNOSTIC IMAGING, RTP:

By: ____________________________ By: ____________________________
Karen Miller Marguerite Group, M.D.
Vice President, Enrollment Management Executive Director
and Student Affairs

By: ____________________________ By: ____________________________
Patricia Reid Roy Anderson
Vice President for Health Care Education Director
Attachment A
To The
Articulation Agreement Dated August 26, 2013
By and Between
Cuyahoga Community College District
and
Cleveland Clinic Foundation
Cleveland Clinic School of Diagnostic Imaging (RTP)

Articulation Criteria and Articulation Benefits

1. The standard articulation criteria (“Articulation Criteria”) are:
   a. In order to receive the benefits of this agreement, students of the Cleveland Clinic School of Diagnostic Imaging must have graduated from the CCF program in the Summer of 2011 or later. Student must have completed MA 1020, Medical Terminology and either MATH 1141, MATH 1200, or MATH 1270 which will be accepted as fulfilling the mathematics requirement for the program.
   b. CCF students graduating from the CCF program in the Summer of 2016 or later will be required to meet the mathematics pre-requisite of MATH 1270.
   c. The transferring student must complete all required courses and receive the certificate of completion from RTP.
   d. Grades and individual course credits will not transfer as equivalent credits to the College. Courses completed at RTP will transfer as Articulated Credit (designated as AC) and satisfy courses required for the degree.
   e. Completion of a College application.
   f. Submission of an official RTP transcript and Certificate of Completion with RTP Program Manager’s signature.
   g. The transferring student will not be admitted to the Radiography Program, but will have AAS degree in Radiography designated as the degree goal.
   h. Transferring students will be required to have completed the following courses prior to graduation from the College and all credits must be earned at the College or be transferable and acceptable to the College having been earned at an institution with regional accreditation and reviewed for acceptability at the College.
      1.) Anatomy and Physiology for Diagnostic Medical Imaging (BIO 1221)  
         May substitute BIO 2331, Anatomy and Physiology I, and BIO 2341, Anatomy and Physiology II, for BIO 1221
      2.) College Composition I or Honors class (ENG 1010 or ENG 101H)
      3.) Medical Terminology I (MA 1020)
      4.) Intermediate Algebra or higher (MATH 1200 or higher)
      5.) General Psychology or Honors class (PSY 1010 or PSY 101H)
i. Student must meet all residency and graduation requirements to be awarded the Applied Associate of Science degree in Radiography.

j. The transferring student must matriculate to the College within twenty-four (24) months of receiving the Certificate of Completion from RTP. Students graduating in 2011 must meet with Program Manager individually.

k. The RTP’s Program Director will notify the College’s Program Manager, Radiography, and the Associate Dean of Health Careers and Science of any and all intended program changes in the RTP a minimum of one semester prior to making the change. Any change that would impinge upon certification requirements may result in immediate review and alteration of the articulated credits as shown in this agreement.

* NOTE: RTP students who have not completed sufficient credits for award of the RTP completion certificate will not receive the benefits of this articulation agreement. Such student, if interested in transfer, will be required to meet all admission requirements for the Associate of Applied Science degree in Radiography. The student should meet with the Program Manager, Radiography, and discuss any request for Comparable Credit for classes completed at RTP.

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

   a. Courses completed at RTP with an award of certification or other designation of completion will receive articulated credit for the degree as noted in Amendment 1.

   b. For award of degree, students will be required to satisfy all non-articulated course requirements as noted in the Program Sequence or transferred from another regionally accredited college or university.

   c. Students will receive catalog rights from the time of admission into the College *after completing* the RTP and matriculation at the College as would the native student.

   d. Advising provided for registration and degree requirement completion for students electing to attend the college.

   e. Eligibility and information for financial support would be available from RTP and the College’s Office of Financial Aid.

   f. Articulated courses and grades (AC) will not be used to calculate status for GPA or honors at graduation.
ATTACHMENT B

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community 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 College Marketing & Communications Department carefully monitors how the institution is promoted. The Cuyahoga Community College logo and tagline are registered service marks. Use of the Cuyahoga Community College logo or tagline is prohibited without the express written permission of the College Marketing & Communications Department. Cuyahoga Community College will designate a person authorized to review and approve all promotional materials created to promote any credit agreements.

1. Any and all promotional materials: written, presented verbally, and/or via mass media; must be reviewed and mutually agreed upon by both organizations prior to any distribution.

2. Use of materials representing the partnership: may use the Cuyahoga Community College District logo, the College name, or refer to the agreement; but, must prominently state (verbally or in bold print in a conspicuous location on printed materials) the following:
   a. Termination date of the Agreement.
   b. Degrees within the Agreement.
   c. Additional average credit hours required to complete the degree.

3. Time limitations on articulation and award of credit must be prominently presented in all promotional materials.
AMENDMENT 1

The courses awarded Articulated Credits (AC) from completion during the RTP Certification Program at the Cleveland Clinic Foundation, Cleveland Clinic School of Diagnostic Imaging will fulfill the College requirements for a total of forty-seven (47) semester hours, as noted below:
BIO 2200
DMS1351
RADT 1300
RADT 1400
RADT 1350
RADT 1410
RADT 2400
RADT 2361
PHYS 2250
RADT 2350
RADT 1911
RADT 2911
RADT 2921

The following courses will need to be completed at the College, per 2012-13 Catalog:
BIO 1221, Anatomy and Physiology for Medical Imaging
or
Substitution of BIO 2331 and 2341, Anatomy and Physiology I and II
ENG 1010, College Composition I
or
ENG 101H, Honors English
MA 1020, Medical Terminology I
MATH 1200, Intermediate Algebra or Higher
(Beginning in Fall 2013, the requirement will change to MATH 1270 or higher)
PSY 1010, General Psychology
or
PSY 101H, Honors Psychology
PHIL 2050, Bioethics

AAS Communication Requirement for three (3) additional semester hours (see Catalog)

Specific grade requirements may be necessary in particular courses.

If a student decides to transfer to another Health Sciences program or another institution, additional courses will be required and Articulated Credits from Cleveland Clinic Foundation, Cleveland Clinic School of Diagnostic Imaging Radiologic Technology Program (RTP) may not be used to fulfill program requirements or as articulated college credit.