

ARTICULATION AGREEMENT
between
CUYAHOGA COMMUNITY COLLEGE DISTRICT
and
CASE WESTERN RESERVE UNIVERSITY
for the
STEM Project for Associate Degree to Bachelor Degree

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 19th day of May, 2016 (the "Effective Date") by and between Cuyahoga Community College District (the "College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878 and Case Western Reserve University ("CWRU"), with an address at 10900 Euclid Ave., Cleveland, Ohio 44106. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code and CWRU is a non-public institution of higher learning approved to operate in Ohio by the Ohio Department of Higher Education. The College and CWRU desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at CWRU toward a mutually agreed upon Science, Technology, Engineering, and Mathematics ("STEM") major 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 incorporated by reference.
- b. Articulation Benefits to Students. CWRU will provide the Articulation Benefits defined in ATTACHMENT A at no charge to students enrolled at the College who meet the Articulation Criteria during the term of this agreement and have been admitted to this STEM Project. The College may admit up to a maximum of 10 new students per semester to the STEM Project.
- c. Accreditation of the College. The College warrants that its programs are accredited by the Higher Learning Commission. The College will notify CWRU if such accreditation ceases to exist.
- d. Accreditation of CWRU. CWRU warrants that it is accredited by the Higher Learning Commission. CWRU will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For students who meet Articulation Criteria I (a-e) defined in ATTACHMENT A and are admitted to the STEM Project, CWRU will anticipate receiving their applications for admission and review these in accordance with standard admission application evaluation criteria, as determined at CWRU's sole discretion.
- f. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.
- g. Compliance with CWRU Policies. While at CWRU, College students within the STEM Project shall be subject to CWRU's policies and procedures, including academic integrity, judicial, and other applicable policies.
- h. Non-Degree Status. College students taking courses at CWRU shall be deemed to be non-degree, transient students.

2. *Term and Termination:*

- a. Term. This Agreement will run from the Effective Date until the end of the last day of the Spring Semester 2020 academic term of the College, at which time this Agreement will automatically expire.
- b. Termination. 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 one year, or (ii) the date that is 90 days after the notice that includes a description of the breach is received by the other party; *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. This agreement may be terminated by either party provided that written notice of the intent to terminate is given at least one (1) year prior to termination.

- c. Post-Termination. Upon expiration or termination of this Agreement for any or no reason, College students presently participating at CWRU shall continue to receive the benefits contemplated by this Agreement for the remainder of the particular academic year.

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. 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 by courier or reputable overnight delivery service, by certified mail, return receipt requested, or by electronic means with receipt of mail provided 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:

Lisa Williams
Vice President, Learning and Engagement
700 Carnegie Avenue
Cleveland, OH 44115

For Case Western Reserve University:

Donald L. Feke, PhD
Vice Provost for Undergraduate Education
1900 Euclid Avenue
Cleveland, OH 44106

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, religion, disability, age, national origin, ancestry, genetic information, military status, sexual orientation, gender identity and expression, veteran status or color.

1. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the College's Integrated Communications Department, 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

CASE WESTERN RESERVE UNIVERSITY

By: _____

Lisa Williams

Vice President, Learning and Engagement

By: _____

W.A. "Bud" Baeslack III

Provost and Executive Vice President

By: _____

John F. Sideras

Senior Vice President and Chief Financial Officer

ATTACHMENT A
to the
ARTICULATION AGREEMENT DATED May 19, 2016
between
CUYAHOGA COMMUNITY COLLEGE DISTRICT
and
CASE WESTERN RESERVE UNIVERSITY

STEM Project for Associate Degree to Bachelor Degree

Articulation Criteria and Articulation Benefits

1. *The articulation criteria ("Articulation Criteria") are:*
 - a. Eligibility for this STEM Project consists of:
 - i. Successful completion of ENG 1010, English Composition I
 - ii. Successful completion of MATH 1240 or higher, (recommended MATH 1530)
 - iii. Arts and Humanities/Social and Behavioral Sciences, six (6) or more semester hours of transferable credits
 - b. Achieving a minimum cumulative grade point average in the above courses of 1.66 (C-).
 - c. Achieving a minimum overall cumulative grade point average no lower than 1.66 (C-) for continuation in the Project.
 - d. Student should be preparing for possible matriculation to CWRU after graduation from the College.
 - e. Student must receive transient status at CWRU prior to scheduling CWRU courses.

2. *The articulation benefits ("Articulation Benefits") are:*
 - a. Transfer of Credits to CWRU. Certain Tri-C course credits will transfer as equivalent to CWRU courses, as set forth in the guide available on CWRU's website at: <http://www.case.edu/ugstudies/students/transfer-guides/>.
 - i. Transfer guides in effect at the time of course completion will govern the transferability of each course, commencing with the transfer guide in effect at the time this Agreement is signed. CWRU will keep on file dated copies of the transfer guide for the duration of this Agreement.
 - ii. For the purpose of this specific STEM Project, Tri-C courses taken online or in hybrid format that articulate to courses on the Transfer Guide offered by the CWRU College of Arts and Sciences will be accepted for transfer credit.
 - b. Subject to availability, each student admitted to this STEM Project will be permitted to schedule no more than two courses per term, to a maximum of eight courses at CWRU with no additional cost to the student for tuition and fees. Tuition and fees will be waived by CWRU. Students shall be responsible for books and ancillary costs.
 - c. Credits earned at CWRU will be treated as transient credits by Tri-C. SAGES, see Appendix 1, courses will be defined by CWRU as discipline credits within a humanities, social science, or "natural world" areas. Courses will be credited at the College as either area credit within the discipline or, whenever possible, as direct equivalents at the College.
 - d. Students within this STEM Project are expected to matriculate to CWRU in a timely manner, i.e., within one year of completion of the associate's degree; however, matriculation to CWRU is not a requirement for participation in this STEM Project.
 - e. Pathways will be established by the College and CWRU for mutually agreed upon majors in STEM areas.

3. *The Selection Criteria are:*
 - a. Selection of participants shall be made in consultation between CWRU and the College.
 - b. CWRU's Office of the Provost shall convene a meeting for review of applicants or students recommended by the College through notification to the Vice President of Learning and Engagement of the College. The meeting shall be convened at least once prior to the Spring Semester and once prior to the Fall Semester.
 - c. The primary pool of candidates shall consist of students participating in the College's "Bridges to Success" and "Choose Ohio First" initiatives along with recommendations of students of the College made by administrators of math and science at the College.
 - d. The secondary pool of candidates may be students who self-select for interest in the STEM Project.
 - e. CWRU shall solely determine the number of students who participate in any given term, but shall not reduce the opportunity to fewer than five qualifying participants during any term while the contract remains in force.
 - f. Final decisions for admission of candidates shall be at the sole discretion of CWRU.

4. *Expectations of student participants are:*
 - a. Maintain "full time" enrollment at the College, may be combined with CWRU credits to reach required credit hours.

- b. Maintain continuous participation in enrollment at both the College and CWRU.
- c. Successful completion of each CWRU course with a "C" or better. Failure to satisfy this requirement will mean dismissal of the student from the STEM Project.
- d. Continuous grade point average (GPA) at the College no lower than "C-" while participating in the Project.
- e. Failure to meet the Expectations will result in the student's loss of privilege to continue in the Project.
- f. The STEM Project is a continuation of the Pilot Project articulation agreement entered on December 13, 2012 and shall continue with an annual review until the termination of the agreement either by request or date of termination within this contract.

ATTACHMENT B
to the
ARTICULATION AGREEMENT DATED May 19, 2016
between
CUYAHOGA COMMUNITY COLLEGE DISTRICT
and
CASE WESTERN RESERVE UNIVERSITY
STEM Project for Associate Degree to Bachelor Degree

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for the College and CWRU 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 East 22nd Street
Cleveland, OH 44115
P: 216-987-3517
F: 216-987-4806
eric.wheeler@tri-c.edu

Case Western Reserve University:

Chris Sheridan
Vice President for University Marketing and
Communications, Senior Advisor to the President
Case Western Reserve University
10900 Euclid Avenue
Cleveland, OH 44106
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christianne.sheridan@case.edu