



**COMPLETION TRANSFER PATHWAYS
ARTICULATION AGREEMENT**

**Between
CUYAHOGA COMMUNITY COLLEGE
And
NOTRE DAME COLLEGE**



**For
ASSOCIATE OF ARTS, ASSOCIATE OF SCIENCE, ASSOCIATE OF APPLIED BUSINESS, AND ASSOCIATE
OF APPLIED SCIENCE DEGREE COMPLETION TRANSFER PATHWAYS**

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 4th day of June, 2018 (the "Effective Date") by and between Cuyahoga Community College District (the College), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Notre Dame College ("NDC"), with an address at 4545 College Road, South Euclid, Ohio 44121. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code and NDC is a nonprofit institution of higher education established pursuant to Ohio nonprofit corporation law. The College and NDC (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 NDC, 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. NDC 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 of the North Central Association of Colleges and Schools. The College will notify NDC if such accreditation ceases to exist.
- d. Accreditation of NDC. NDC warrants that it is accredited by the Higher Learning Commission. NDC will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria (Attachment A.1.), NDC will consider their applications for admission in accordance with standard NDC 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, NDC will work with the College to develop strategies to provide College students and graduates timely information about program opportunities and program requirements. Transfer degree pathways will be reviewed and published. NDC and the College will each identify a staff member to serve as a contact and to assure continued communication between the two institutions on matters relating to this agreement.
- h. Program-specific admission requirements. Admission and academic requirements for specific baccalaureate degrees are exclusively the responsibility of NDC and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that NDC 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 2021 Spring 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 (i) the end of the next admissions application and review period of NDC, 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 NDC shall continue to receive the benefits contemplated by this Agreement and the NDC catalog rights from the term in which they are admitted to NDC 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, in the case of the College, an additional copy addressed to "General Counsel":

For Cuyahoga Community College:

Lindsay S. English, Ph.D.
 Interim Vice President, Learning and Engagement
 Cuyahoga Community College
 700 Carnegie Avenue
 Cleveland, Ohio 44115

With a copy to:

Office of General Counsel
 Cuyahoga Community College
 700 Carnegie Avenue
 Cleveland, Ohio 44115-2878

For Notre Dame College:

Vincent Palombo D.B.A.
 Vice President, Academic and Student Affairs
 Notre Dame College
 4545 College Road
 South Euclid, Ohio 44121

With a copy to:

Cheryl Noviski
 Vice President for Finance and Administration
 Notre Dame College
 4545 College Road
 South Euclid, Ohio 44121

- 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. As permitted and in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99, and other applicable privacy laws including without limitation, the Health Insurance Portability and Accountability Act of 1996 and the federal regulations adopted to implement that Act (45 C.F.R. Parts 160 & 164 "the HIPAA Privacy and Security Rules"), collectively referred to as "HIPAA," and the Gramm-Leach-Bliley Act, Public Law No: 106-102, the Parties shall exchange information regarding student success related to this Agreement. The College will provide upon request a directory list of graduates from the College following each graduation. NDC will provide the College with information regarding the success of a student transferring to NDC while utilizing the benefits of this Agreement, provided that that student has provided written consent to NDC to share such information beyond the available directory information. NDC will participate in exchange of information with the College in all aspects during the duration of this Agreement and participate in the Ohio Department of Higher Education's Reverse Transfer Initiative. For research purposes, the following data could be requested from NDC:
 - 1.) Date of birth (if possible)
 - 2.) Currently enrolled (yes/no)
 - 3.) Major as of the most recent term enrolled
 - 4.) Hours earned (cumulative)
 - 5.) GPA (cumulative)
 - 6.) Degree completed (if completed)
 - 7.) Major for which degree was awarded (or expected)
 - 8.) Number of terms required to complete degree

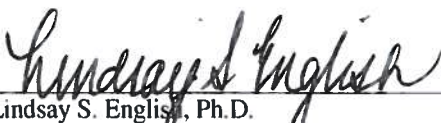
Institutional Research Departments of both institutions will be expected to meet within ninety days of signing of this agreement to determine a process to share information.

- 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:

NOTRE DAME COLLEGE:

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

By: 
Thomas G. Kruczek
President

**Attachment A
To the
Articulation Agreement Dated June 4, 2018
By and Between
Cuyahoga Community College District
and
Notre Dame College
for**

**Associate of Arts, Associate of Science, Associate of Applied Business, and Associate of Applied Science Degree
Completion Transfer Pathways**

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. NDC and the 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.
- d. As part of this Agreement, students are encouraged to apply for dual admission to NDC as described in the Tri-C/NDC Partnership Program Agreement.

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

- a. Courses listed in an approved Transfer Pathway will apply towards college, university and major requirements for graduation at NDC.
- b. A student who completes all of the degree requirements in the Associate of Arts, Associate of Science, Associate of Applied Business, or Associate of Applied Science degree as listed in an approved Transfer Pathway will be admitted to the applicable major at NDC.
- c. NDC will award credit for all non-remedial courses completed at the College with D grades or higher.
- d. To help ensure seamless transfer, NDC and the College will have Transfer Pathways and transfer guides made available through the College's Counseling Offices and Transfer Centers, NDC's academic advising offices, and on each Partner's public website. For additional support, staff of NDC advising offices and the Office of Admissions will be available to meet by appointment with any current or prospective College student following this articulation agreement.
- e. Scholarship opportunities: A 2-year, \$30,000 scholarship guarantee (\$15,000 per year) is provided to Cuyahoga Community College transfer students who complete a transfer pathway and enroll at NDC full-time for an on campus program; this scholarship does not apply to online courses. In order to receive this scholarship, a student must submit the Scholarship Request Form found on the NDC website or the Tri-C website with their transfer application to the institution or prior to receiving other forms of institutional aid.

ATTACHMENT B
To The
Articulation Agreement Dated June 4, 2018
By and Between
Cuyahoga Community College District
and
Notre Dame College

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Notre Dame 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
and 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

Notre Dame College:

Brian Johnston
Chief Communications Officer
Notre Dame College
Administration Building, Suite 130
4545 College Road
South Euclid, Ohio 44121
P: 216-373-5252



Appendix A

(Sample Degree Map/Transfer Pathway)

Associate of _____ to Bachelor of _____ in _____

4 Year Degree Planner

First Year at Cuyahoga Community College			
Fall Semester	Credits	Spring Semester	Credits
ENG1010/101H College Composition I	3	ENG1020/102H College Composition II	3
	3		3
	3		3
	3		3
	3		3
	15		15
Second Year at Cuyahoga Community College			
Fall Semester	Credits	Spring Semester	Credits
	15		15
Total minimum credits earned at Tri-C	60	Associate of _____ Degree Awarded	
First Year at Notre Dame College			
Fall Semester	Credits	Spring Semester	Credits
	3		3
	3		3
	3		3
	3		3
	3		3
	15		15
Second Year at Notre Dame College			
Fall Semester	Credits	Spring Semester	Credits
	15		15
Total minimum credits earned at both institutions	120	Bachelor of _____ Degree Awarded	

Additional Information:

Assumptions: college-level readiness in MATH and ENG.

NDC requires a minimum of 120 total credit hours for graduation. At least 30 credits must be completed in-residence at NDC. At least 50% of the in-residence credits must be completed at the upper division (300/400) level. An overall total of 36 upper division (300/400) level credits are required. Students deficient in total credits or in-residence credits must take additional elective credits to meet the minimum requirements. Depending upon other elective choices made, students may not need as many general electives as indicated above, or may need additional electives.

This information is provided solely for the convenience of the reader, and NDC expressly disclaims any liability which may otherwise be incurred. This publication is neither a contract nor an offer to make a contract. While every effort has been made to ensure the accuracy of the information, NDC reserves the right to make changes at any time with respect to course offerings, degree requirements, services provided, or any other subject addressed herein.

This map represents one example of how to complete the Associate and Bachelor's degrees. Students should work closely with advisors at both institutions to discuss options.