

ARTICULATION AGREEMENT

Between
Cuyahoga Community College
And
Cleveland State University

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 6th day of June, 2007 (the "Effective Date") by and between Cuyahoga Community College District (the "College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Cleveland State University("CSU"), with an address at 2121 Euclid Avenue Cleveland, OH 44115. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and CSU is a state-supported university and instrumentality of the State of Ohio established pursuant to Ohio Revised Code Section 3345 acting by and through its Board of Trustees. The College and CSU (both or either of which may hereinafter be referred to respectively as the "Parties" or a "Party") desire to enter into an agreement pursuant to which students of the College would be eligible for articulated course credits at CSU, 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:

I. *Description of Articulation Program*

- a. Definitions. Articulation Criteria and Articulation Benefits are defined on Attachment A.
- b. Articulation Benefits to Students. CSU 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 CSU if such accreditation ceases to exist.
- d. Accreditation of CSU. CSU warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. CSU will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria 1, CSU will consider their applications for admission in accordance with standard CSU 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.

2. *Term and Termination.*

- a. Term. This Agreement will run from the Effective Date until the end of the last day of the Fall 2010 academic term of the College, at which time this Agreement will automatically expire unless otherwise terminated as set forth in this Agreement.
 - 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 CSU, or (ii) the date that is ninety (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.
 - c. Post-Termination. Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to CSU shall continue to receive the benefits contemplated by this Agreement.
- 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, the Court of Claims of Ohio, or the courts of Ohio sitting in Cuyahoga County, as applicable.
 - 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, 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 Cleveland State University:

Dr. Mary Jane Saunders
Provost and Senior VP for Academic Affairs
2121 Euclid Avenue
Cleveland, OH 44115

For Cuyahoga Community College:

Dr. Linda Simmons
Vice President, Academic and Student Affairs
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, sexual orientation, religion, disability, age, national origin, color, or status as a disabled veteran, a Vietnam era veteran, or other protected veteran status.

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: _____
Dr. Linda Simmons
Vice President, Academic and Student Affairs

CLEVELAND STATE UNIVERSITY

By : _____
Dr. Mary Jane Saunders
Provost and Senior VP for Academic Affairs

By: _____
Dr. Robert Scherer
Dean, Nance College of Business Administration

**Attachment A
To The
Articulation Agreement Dated June 11, 2007
By and Between
Cuyahoga Community College District
and
Cleveland State University**

Articulation Criteria and Articulation Benefits

1. **The *articulation criteria* ("*Articulation Criteria*") are:**
 - a. Completion of the Associate of Applied Business with a concentration in international Business.
 - b. Complete ENG 1010, with a minimum grade of "C", as part of the Associate of Applied Business degree.
 - c. Achieving a minimum overall cumulative grade point average of 2.0 on a 4.0 system.
 - d. Graduates of the College pursuing the Bachelor of Business Administration degree must complete the courses listed in Attachment B in order to fulfill CSU's General Education requirements. These courses may be taken at the College or CSU.
 - e. Graduates of the College pursuing the Bachelor of Business Administration in International Business, and who have completed all work listed in Appendix A and B must complete between thirty-one (31) and forty-one (41) credit hours as specified in Appendix C, at CSU in order to fulfill the remaining requirements for the Bachelor of Business Administration.

2. **The *articulation benefits* ("*Articulation Benefits*") are:**
 - a. Cuyahoga Community College course credits will transfer as equivalent to CSU courses, as set forth in Appendix A.
 - b. Courses listed in Appendix A will apply and fill college and degree requirements for graduation at CSU.

Appendix A

Application of coursework taken within CCC's Associate of Applied Business in Business Management, with a concentration in International Business, toward General Education, College and Major Field requirements for the Bachelor of Business Administration in International Business at CSU

<i>Associate of Applied Business degree requirement</i>	<i>Hours (Sem)</i>	<i>CSU BBA Equivalent</i>	<i>Hours (Sem)</i>
ENG 1010: College Composition I	3	ENG 101: English Composition 1	3
ECON 2610: Principles of Macroeconomics	4	ECN 201: Principles of Macroeconomics	3
ECON 2620: Principles of Microeconomics	4	ECN 202: Principles of Microeconomics	3
ACCT 1310: Financial Accounting	4	ACT 221: Introductory Accounting I	3
ACCT 1340: Managerial Accounting	4	ACT 222: Introductory Accounting II	3
IT 1010: Intro to Microcomputer Applications	3	IST 203. Software Tools	3
MARK 2010: Principles of Marketing	3	MKT 301: Principles of Marketing	3
BADM 2150: Business Law	4	BLW 411: Business Law I	3
Foreign Language electives	6-8	Foreign Language electives	6-8
BADM 2600: Introduction to World Trade + BADM 2510*: Import/Export Documentation + BADM 2610: Cross Cultural Communication + BADM 2630*: Legal Issues in Int Business	3 1 1 1	MKT 321: International Business	4
BADM 2510*: Jmport/Export Documentation + BADM 2520*: Operational Issues in IB + BADM 2530*: Int Sourcing & Logistics	1 2 2	OMS 425: International Operations Mgmt	3
BADM 1020: Introduction to Business	3	Elective Credit	3
BADM 2160: Introduction to Purchasing	3	Elective Credit	3
BADM 1 120 or BADM 2110: Principles of Management or Prod/Oper Management	3-4	Elective Credit	3-4
BADM 2790: TB Strategy and Application	4	Elective Credit	4
MATH 1200: Intermediate Algebra	4	MTH 115: Applied Algebra	4

* These courses should be selected as electives for completion of the Associate of Applied Business.

Appendix B

ADDITIONAL COURSES REQUIRED

The following courses, which lie beyond the curriculum for the CCC Associate of Applied Business, are required for completion of the General Education and Lower Division BBA Core requirements within the Bachelor of Business Administration degree at CSU. Students may take these courses at CCC or CSU. Students should consult the current transfer guide for a list of approved courses in these areas.

Description of CSU General Education or Lower Division BBA Core Requirement	Credit Hours (Semester)	CCC Equivalent(s)
Math Concepts (MTII 151-156)	8	MATH 1470 and 1480
Arts and Humanities courses from approved CSU General Education list	9	Approved CCC Arts and Humanities courses
Social Sciences course from approved CSU General Education list (not ECN)	3	Approved CCC Social and Behavioral Sciences course (not ECON)
Western Culture and Civilization course from approved CSU General Education list (may also apply toward Arts/Humanities or Social Sciences requirement, where appropriate)	3	Approved CCC Western Culture and Civilization course (may also apply toward Arts/Humanities or Social Sciences requirement, where appropriate)
One Nonwestern Culture and Civilization course from approved CSU General Education list (may also apply toward Arts/Humanities or Social Sciences requirement, where appropriate)	3	Approved CCC Nonwestern Culture and Civilization course (may also apply toward Arts/Humanities or Social Sciences requirement, where appropriate)
Natural Science courses from approved CSU General Education list (including at least one laboratory course)	8-9	Approved CCC Natural Science courses (including at least one laboratory course)
One Human Diversity or African American Experience course from approved CSU General Education list (may also apply toward Arts/Humanities or Social Sciences requirement, where appropriate)	3	Approved CCC Human Diversity <i>or</i> African American Experience course (may also apply toward Arts/Humanities or Social Sciences requirement, where appropriate)
Business Statistics (OMS 201 and 202)	6	MATH 1410 and 1420
Business Communication (GAD 250)	3	BADM 2010

Appendix C

The following additional courses are required for the Bachelor of Business Administration in International Business. These courses must be taken at CSU.

MKT 351 Business, Society, and Government	3
1ST 305 information Technology for Competitive Advantage	3
FIN 351 Intro to Financial Management	4
ECN 302 intermediate Microeconomics	3
OMS 311 Intro to Production Management	3
MLR 321 Organizational Behavior	3
Political and Cultural Elective	3
International Business Core Elective	3-4
International Business Experiential Elective	3-4
Foreign Language	0-8*
MLR 465 Management Strategy & Policy	3

* Depends on level of foreign language courses completed within the Associate of Applied Business. The major in International Business requires intermediate (201/202) level proficiency.

Total credits: 31-41

