

ARTICULATION AGREEMENT
Cuyahoga Community College
And
Capella University

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on this 18th day of July, 2006 (the “Effective Date”) by and between Cuyahoga Community College District (the “College”), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Capella University, Inc. (“Capella”), with an address at 225 South Sixth Street, Minneapolis, Minnesota 55402. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Capella is a Minnesota corporation. The College and Capella desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at Capella, 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. Capella 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 Capella if such accreditation ceases to exist.
- d. Accreditation of Capella. Capella warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. Capella will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet the Articulation Conditions, Capella will consider their applications for admission in accordance with standard Capella 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 term, 2010 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 Capella, 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.
- c. Post-Termination. Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to Capella 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. Survival. Sections 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- d. 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":

<u>For Capella University:</u> Dr. Karen Viechnicki Provost 225 South Sixth Street Minneapolis, MN 55402	<u>For Cuyahoga Community College:</u> Dr. Linda Simmons Vice President, Academic and Student Affairs 700 Carnegie Avenue Cleveland, OH 44115
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- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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 color.

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: *Capella University:*

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

By: _____
Dr. Karen Viechnicki
Provost

**Attachment A
To The
Articulation Agreement Dated July 18, 2006
By and Between
Cuyahoga Community College District and Capella University**

Articulation Conditions

1. Students who satisfy the admissions standards below will receive notice that they are pre-qualified for admittance into Capella's Bachelors completion program. Additional benefits to the students are as follows:
 - a. The standard application fee is waived.
 - b. Access to Capella's advisory services at 1-888-CAPELLA or info@capella.edu
 - c. Tri-C graduates and alumni will receive a 10% tuition discount at Capella University
 - d. Subscriptions to Capella's monthly electronic newsletter(s)
2. An undergraduate student who successfully completes the Associate of Arts o Science degree requirements will be accepted for Capella's Bachelor's program.
3. College students who matriculate into Capella must meet the admission and graduation requirements of the Capella catalog under which they matriculate.
4. Capella will accept lower division credits with a grade of C or higher that are equivalent to Capella's specialization requirements up to a maximum of 32 semester credits earned at College. These credits will be reviewed during the Course and Credit evaluation completed by the Capella University Registrar's Office during the admission process.
5. Capella and College agree to coordinate the provision of accurate and timely information and academic advising about this program.
 - a. College agrees to work with Capella to appropriately communicate the benefits of this partnership to its students, staff and alumni, as consistent with College's privacy policies
 - b. College will assist Capella in the distribution or updated degree and transfer materials to its students and alumni, faculty and staff. It will make such information accessible via available print and electronic vehicles such as articulation lists, bulletin boards brochures e-mails or Web sites.
6. For the purposes of making this partnership successful, College agree to:
 - a. Allow students access to its computer labs for purposes of completing their Bachelor's degree with Capella, as College's space and resources permit
 - b. Post a link to Capella on its Web site, unless institutional policy precludes such action
 - c. Notify Capella annually of major changes to its curricula

Capella Bachelor's Program
 (As of Capella University's July 2006 catalog)

General Education Requirements	Quarter Credits	Semester Credits
COMMUNICATION – Communication, English, Composition, Speech	12	8
SOCIAL SCIENCE – Anthropology, Economics, History, Psychology, Sociology, Political Science	12	8
HUMANITIES – Art, Languages, Literature, Music, Philosophy, Theology, Theater	12	8
NATURAL SCIENCE – Biology, Chemistry, Geology, Physics, Environmental Science	12	8
MATHEMATICS -- College Algebra or above	6	4
ETHICAL AND SOCIAL RESPONSIBILITY -- Ethics, Applied Ethics, Leadership, Civics, Social Change	6	4
GENERAL EDUCATION CORE AREAS – SUBTOTAL	60	40
Additional Electives	30	20
Capella's Specialization and Bachelor's Degree Requirements	96	64
TOTAL BS DEGREE	186	124