

# ARTICULATION AGREEMENT

By and Between

Cuyahoga Community College  
And  
Indiana Wesleyan University

**THIS ARTICULATION AGREEMENT** (the “Agreement”) is entered into on this 18 day of May, 2009 (the “Effective Date”) by and between Cuyahoga Community College District (the “College”), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Indiana Wesleyan University’s (“IWU”) College of Adult and Professional Studies (CAPS), with an address at 4201 S. Washington, Marion, IN 46953. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and IWU is an institution of higher education. The College and IWU desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at IWU, 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. IWU 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 IWU if such accreditation ceases to exist.
- d. Accreditation of IWU. IWU warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. IWU will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria 1(a-f), IWU will consider their applications for admission in accordance with standard IWU 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 Spring semester, 2012 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 IWU, 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 IWU 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; 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, 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 IWU:  
Edgar J. Elliston Ph.D.  
Dean, Cleveland Region  
4100 Rockside Road  
Independence, OH 44313

For Cuyahoga Community College:  
Pete Ross  
Vice President, Enrollment Management  
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, 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:**

*Indiana Wesleyan University:*

By: \_\_\_\_\_  
Linda Simmons, Ed.D.  
Vice President, Academic and Student Affairs

By: \_\_\_\_\_  
Bradford Sample, Ph.D.  
Dean, College of Adult & Professional Studies

**Attachment A  
To The  
Articulation Agreement Dated May 18, 2009  
By and Between  
Cuyahoga Community College District and Indiana Wesleyan University**

**Articulation Criteria and Articulation Benefits**

**1. *The articulation criteria (“Articulation Criteria”) are:***

- a. Proof of high school graduation or GED certification
- b. Production of official transcripts from all previous colleges or universities
- c. Prior completion of at least 60 semester credit hours from a regionally accredited college or university; of which up to 40 semester credit hours may be met by equivalent education assessed and approved through IWU’s portfolio process as described in the current University bulletin, incorporated in and made part of this agreement.
- d. A minimum of two years of relevant full-time work experience beyond high school. Registered nurses need demonstrate only one year of full-time nursing experience as an LPN or RN for eligibility in IWU’s registered nurse to baccalaureate degree completion program.
- e. College students seeking enrollment into IWU’s Bachelor of Science – Accounting major must show evidence of the equivalent of three (3) undergraduate credits of mathematics or statistics.
- f. In the event of conflict, admissions requirements outlined at <http://caps.indwes.edu/> shall control.

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

- a. Certain College course credits will transfer as equivalent to IWU courses subject to the following limitations:
  - 1) Courses must be 100 level or above
  - 2) Courses must not duplicate courses in the degree major pursued at IWU
  - 3) Students must meet admission requirements specific to each CAPS degree program detailed at <http://caps.indwes.edu/>
  - 4) Academic credit recommendations based on knowledge equivalency examinations must be issued by an American Council on Education (ACE) recognize testing entity (ie. CLEP, DAN TES, etc)
  - 5) Courses must be academic, credit bearing courses and not avocation, recreational, pre-college, remedial or developmental in nature.
  - 6) College credits awarded by Prior Learning Assessment will not transfer.

- 7) Maximum of 84 semester credits may be transferable to the corresponding CAPS' baccalaureate degree program. CAPS' general education requirements may be included in the credits transferred