

ARTICULATION AGREEMENT

By and Between
Cuyahoga Community College
and
Ohio University

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on this 30th day of June, 2008 (the “Effective Date”) by and between Cuyahoga Community College District (the “College”), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Ohio University, with an address of Athens, Ohio 45701. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Ohio University is also an institution of higher education. The College and Ohio University desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at Ohio University, according to the terms contained in this Agreement.

ACCORDINGLY, in consideration of the provisions 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. Ohio University 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 North Central Association. The College will notify Ohio University if such accreditation ceases to exist.
- d. Accreditation of Ohio University. Ohio University warrants that it is accredited by the North Central Association. Ohio University will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria, Ohio University will consider their applications for admission in accordance with standard Ohio University 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. See Appendix A and Appendix B for additional program information,

2. *Term and Termination.*

- a. Term. This Agreement will run from the Effective Date until the end of the last day of the Fall 2011 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 90 days after the notice that includes a description of the breach; *provided* 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 Ohio University 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. 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.
- 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 required or permitted under this Agreement will be effective when received in accordance with this sentence and must be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested to either party at its address first set forth above (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 Ohio University:
Dr. Charles P. Bird
Vice Provost for University Outreach

Athens, OH 45701

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 will 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 properties 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:**

OHIO UNIVERSITY:

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

By: _____
Charles P. Bird Ph. D.
Vice Provost for University Outreach

Attachment A
To The
Articulation Agreement Dated June 30, 2008
By and Between
Cuyahoga Community College District
and
Ohio University

Articulation Criteria and Articulation Benefits: Bachelor's of Technical & Applied Studies

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

- a. Completion of an Associate of Applied Science or Associate of Applied Business or Associate of Technical Studies Degree
- b. Submission of a completed online application to Ohio University’s Community College Partnership program:
www.outreach.ohio.edu/onlinecomplete
- c. Submission of all official College Transcripts
- d. Maintain a cumulative G.P.A of 2.0 (on a 4.0 system) or higher
- e. Cuyahoga Community College will
 - Allow Ohio University representative to distribute partnership materials and present to constituent groups : faculty, staff, students, alumni
 - Allow partnership students to simultaneously register for Cuyahoga Community College courses and Ohio University courses, utilize financial aid consortium agreements and use available student resources while enrolled
 - Provide updates as required to Ohio University regarding curricular changes
 - Assist in promoting the partnership program
- f. Ohio University will:
 - Market the program to alumni, current students and future students
 - Maintain a guaranteed online course schedule
 - Provide academic advising to partnership students in coordination with the College
 - Provide at-a-distance student services: admissions, registration, financial aid, etc.
 - Develop useful advising tools for use by both institutions

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

- a. Students who complete an Associate of Applied Business, or Associate of Applied Science, or Associate of Technical Studies degree and who meet the minimum criteria set forth in this agreement will be considered for admission in accordance with standard Ohio University admissions application evaluation criteria.
- b. Students taking CCC coursework will register for the courses at CCC and pay the CCC tuition and fees. If students are taking Ohio University courses concurrently, a financial aid consortium agreement will be required to process payment of state and federal aid.
- c. Students taking Ohio University coursework will register for courses through the partnership Website:
www.outreach.ohio.edu/onlinecomplete and students will pay Ohio University tuition and fees established for the partnership program

Appendix A

One of the central purposes of this Articulation Agreement is to include all Applied Degree area (AAS, AAB, and ATS) graduates in a robust and comprehensive baccalaureate completion program partnership with Cuyahoga Community College for Ohio University's Bachelor's of Technical & Applied Studies program. The various programmatic elements of the Ohio University Online Bachelor Completion Program are outlined below:

Ohio University Online Bachelor Completion Program: BTAS Requirements

- Technical Associate Degree or equivalent education (see below)
- 2.0 accumulative GPA

Ohio University Online Bachelor Completion Program: BTAS Process

For students who have earned a technical associate's degree: AAS, AAB, ATS and who would like to complete the BTAS in partnership with Tri-C.

- All official college transcripts are processed by Ohio University to determine course equivalencies within the associate degree: general education and BTAS major coursework
- General education or BTAS major coursework needs are defined and a curricular plan is developed for each student
 - General education needs: Students are provided with a list of prescribed course options that meet the Ohio University requirements. Students are expected to complete the freshman composition, college-level math, and all Tier II requirements at the partner community college.
 - BTAS major needs: Students are expected to take two courses that satisfy the major area requirements at the partner community college. Courses are chosen from a prescribed list provided by Ohio University.
 - Degree completion: Students must complete
 - Total of 192 quarter hours
 - A minimum of 48 credit hours at Ohio University, including 50% of the courses required for the major.
 - Students may not take more than five BTAS core/major courses at the partner community college. If more than two BTAS electives are transferred in, students must replace the courses with Ohio University electives. (Specific elective courses will not be delivered on a guaranteed online schedule.)
 - BTAS Requirements: Complete all three TAS courses and PSY 221. Between partner community college and Ohio courses, complete
 - Five Professional Skills courses (P) with at least one course in each level (P1, P2, P3),
 - Two Behavioral Skills courses (B) with at least one course in each level (B1, B2), and
 - Two Leadership and Organization courses (L).

Cuyahoga Community College Courses	Ohio University Courses
BTAS Coursework <u>Pick two</u> <ul style="list-style-type: none"> • BADM 2150 (OHIO BUSL 255) P1 • MARK 2010 (OHIO MKT 202) L • PSY 2050 (OHIO PSY 233) B1 • PSY 2080 (OHIO PSY 374) B2 + Elective hours as needed	BTAS Coursework: guaranteed online <ul style="list-style-type: none"> • TAS 301 • TAS 321 • TAS 451 (T3) • PSY 221 • COMS 410 (P1) • POLS 488 (P2) • GEOG 201 (P3) • HRM 320 (P3) • MGT 202 (L) Based on BTAS elective at CCC, pick 2 of 4 <ul style="list-style-type: none"> • BUSL 255 (P1) • COMS 304 (B1) • COMS 411 (B2) • MKT 202 (L)
Total from CCC = 144 quarter hours	Total hours at Ohio University = 49 quarter hours

Information subject to change. .

Admission requirements for students who have not earned a technical associate's degree:

- 96 completed quarter hours from an accredited institution
- Hours must include 36-45 hours of related technical coursework
- Once admissions requirements are completed, a student will follow the same process as outlined above.