

ARTICULATION AGREEMENT

Between
Cuyahoga Community College
And
Strayer University

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on this 1st day of April, 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 Strayer University (“Strayer”), with an address at 2121 15th Street North, Suite 300, Arlington, VA 22201. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Strayer is an institution of higher education. The College and Strayer desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at Strayer, 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. Strayer 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 Strayer if such accreditation ceases to exist.
- d. Accreditation of Strayer. Strayer warrants that it is accredited by the Higher Learning Commission of the Middle States Association of Colleges and Schools. Strayer will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who are Associate Degree graduates of the College, Strayer will guarantee admissions.
- 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 academic term, 2012 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 Strayer University, 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 Strayer 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 Strayer University:
Lloyd B. Tredwell
Director of College Relations

431 Maple Avenue
Saratoga Springs, NY 12866

For Cuyahoga Community College:
Dr. Linda Simmons
Vice President, Academic & 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, 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:**

Strayer University:

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

By: _____
Dr. Sondra Stallard
President

**Attachment A
To The
Articulation Agreement Dated April 1, 2009
By and Between
Cuyahoga Community College District and Strayer University**

Articulation Criteria and Articulation Benefits

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

- a. Must complete an associate’s degree and be applying to a related Strayer University Degree Program. This includes AA, AS, AAS, and AAB degrees.
- b. Achieving a minimum overall cumulative grade point average of 2.0.
- c. Graduation from the College program in one of the following related degrees:

Cuyahoga Community College District Degrees	Strayer University Degrees
Associate in Arts Associate of Science	BS in Accounting; Bachelor of Business Administration; BS in Economics; BS in Information Systems
Associate of Applied Business in Accounting	BS in Accounting Bachelor of Business Administration
Associate of Applied Business in: Business Management Human Resource Management Industrial Distribution International Business Small Business Management Hospitality Management - Lodging-Tourism Marketing Paralegal Studies Purchasing and Supply Management	Bachelor of Business Administration
Associate of Applied Business in Information Technology - Information Application Specialist Information Technology - Mainframe Programming Information Technology - Microcomputer Specialist Information Technology - Networking Software Information Technology - Web Page Development & Maintenance	BS in Information Systems

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

- a. Cuyahoga Community College District students, who have completed or will complete an associate’s degree by the time they enroll in classes at Strayer University, will be exempted from paying the application fee.
- b. Under this agreement, all courses required to complete the specific related associate’s degree program, as listed above, will be articulated into the related bachelor’s program in their entirety. The maximum number of transfer credits accepted from an institution granting a 2-year degree will be equal to 126 quarter credit hours or 84 semester credit hours.
- c. Students will have their entire degree program transferred in, including “ C- and D” grades, allowing the student to complete their related degree program at Strayer University in about two years of full-time study.
- d. Students completing an AA or AS at Cuyahoga Community College District will be considered to have met all lower division general education requirements at Strayer University.
- e. If a student does not have the prerequisite for a 300 or 400 level course at SU, he or she may be required to take the prerequisite course before taking upper division course.
- f. Strayer University will evaluate courses/credits earned through Advanced Placement (AP), College-Level Examination Program (CLEP), or other testing programs. SU also will evaluate courses/credits earned at other institutions. Students seeking credit for these courses must provide the university with official transcripts for evaluation.
- g. Prior Learning Activity and other life experiences credits already evaluated as part of the associate’s degree program will be brought in with the degree.