

ARTICULATION AGREEMENT

By and Between
Cuyahoga Community College
And
University of Cincinnati
Early Childhood Education

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on this 8th day of September, 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 The University of Cincinnati (“Cincinnati”), with an address at 2600 Clifton Avenue, Cincinnati, OH 45221. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Cincinnati is an Ohio university engaged in the business of education. The College and Cincinnati desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at Cincinnati, 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. Cincinnati 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 Cincinnati if such accreditation ceases to exist.
- d. Accreditation of Cincinnati. Cincinnati warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. Cincinnati 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-d), Cincinnati will consider their applications for admission in accordance with standard Cincinnati 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, 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 upon the later date to occur of (i) the end of the next admissions application and review period of ABC, 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 Cincinnati 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 University of Cincinnati:
Dr. Lawrence Johnson
Dean
Edwards 1 5150P
PO Box 210002
Cincinnati, OH 45221

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, 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:**

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

UNIVERSITY OF CINCINNATI:

By: _____
Lawrence Johnson, PhD
Dean, College of Education, Criminal
Justice and Human Services

By: _____
Holly Johnson, PhD
Teacher Education, Division Head

By: _____
Mary Boat, PhD
Early Childhood Education Program Chair

**Attachment A
To The
Articulation Agreement Dated Sept. 8, 2008
By and Between
Cuyahoga Community College
and
University of Cincinnati**

Articulation Criteria and Articulation Benefits

1. ***The articulation criteria (“Articulation Criteria”) are:***
 - a. Completion of the Associate of Applied Science – Early Childhood Education degree.
 - b. Achieving a minimum cumulative grade point average of a 2.5 (on a 4.0) system) in all Early Childhood Education coursework.
 - c. Achieving a minimum overall cumulative grade point average of 2.5 on a 4.0 system.
 - d. Meet all current admission criteria to the University of Cincinnati.

2. ***The articulation benefits (“Articulation Benefits”) are:***
 - a. Cuyahoga Community College course credits will transfer as equivalent to University of Cincinnati courses as set forth in Appendix A and B.
 - b. Courses listed in Appendix A and B will apply and fill college and degree requirements for graduation at the University of Cincinnati.
 - c. Students meeting the prescribed admission criteria for admission to the University of Cincinnati and the Bachelor of Science in Education program will be admitted to the program with junior status.
 - d. It is understood that most, if not all of the courses provided to Cuyahoga Community College students, will be via on-line distance learning. See Appendix C.

Attachment A
Application of CCC's Equivalent Courses to UC's Prerequisite General Education
and Professional Courses in the College of Education

<i>UC's College of Education Prerequisite General Education Courses</i>	<i>Credits Equivalent Quarter Hrs</i>	<i>Equivalent Courses at CCC (Note: if multiple courses are listed, <u>all</u> must be taken)</i>	<i>Credits Semester Hours</i>
ENGL 101 English Composition I	4.5	ENG 1010 College Composition I	3
ENGL 102 English Composition II	2.25	ENG 1020 College Composition II	3
ENGL 289 Intermediate English Composition	2.25		
MTH 147 Elementary Probability and Statistics	4.5	MATH 1060 Survey of Mathematics	3
PSY 101 General Psychology I	4.5	PSY 1010 General Psychology	3
COMM 176 Effective Public Speaking	4.5	SPCH 1000 Fundamentals of Interpersonal Communication	3
BIO 104 How Life Works I	4.5	BIO 1050 Human Biology	3
BIO 2** General Biology Credit	1.5	BIO 105L Human Biology Laboratory	1
<i>UC's College of Education Courses</i>		<i>Equivalent Courses at CCC (Note: if multiple courses are listed, <u>all</u> must be taken)</i>	
ECE 191 Orientation to Professional Practices in ECE	6	ECED 1010 Introduction to Early Childhood Education: Children's Dev & Programs	4
ECE 235 Language Arts & Literacy I	4.5	ECED 1300 Language Development: Integrated Curriculum	3
ECE 256 Creative Arts in ECE	9	ECED 1310 Art in Early Childhood: Integrated Curriculum	2
		ECED 1330 Music, Movement, and the Outdoor Environment: Integrated Curriculum	4
ECE 234 Math & Science in ECE	3	ECED 1320 Cognition and Problem Solving in Early Childhood Integrated Curriculum	2
ECE 242 Preschool Student Teaching A	4.5	ECED 1860 Experience with Young Children in Early Childhood Settings	3
ECE 251 Infant/Toddler Programming	4.5	ECED 2500 Infant/Toddler Development, Relationships, and Programs	3
ECE 231 Classroom Organization and Management	4.5	ECED 2300 Child Behavior and Guidance	3
ECE *** Working with Families in a Head Start Center	3	ECED 2400 Center Family Relationships	2
ECE 292 Introduction to Inclusive Practices	4.5	ECED 2700 Including Children with Special Needs	3
ECE 243 Preschool Internship	7.5	ECED 2870 Early Childhood Education Student Teaching Practicum	2
		ECED 2990 Early Childhood Education Seminar	3
ECE 276 Child Development I	2.25	PSY 2010 Child Growth and Development	3
ECE 277 Child Development II	2.25		
ECE 278 Health, Safety and Nutrition in ECE	4.5	HLTH 1400 Childhood Health, Safety and Nutrition	3
TOTAL	88.5 Quarter Hour Credits		59 Semester Hours

Attachment B

ADDITIONAL COURSES REQUIRED

The following additional courses beyond the CCC Associate of Applied Science Degree in Early Childhood Education are required for the Bachelor of Science in Birth-to-Five Education Degree at the University of Cincinnati. Students may take these courses at CCC or the University of Cincinnati.

<i>University of Cincinnati Courses</i>	<i>Credits Equivalent Quarter Hours</i>	<i>Cuyahoga Community College Courses</i>	<i>Credits Semester Hours</i>
ARTH 113 History of Art III: Seventeenth-Twentieth Centuries	4.5	ART 1020 Art History I OR ART 1030 Art History II	3
ENGL *** English Literature Courses (2)	6	Any CCC literature course	4
HUM *** Humanities Elective	4.5	Any CCC humanities course	3
HIST 151 Introduction to the History of Western Civilization I	4.5	HIST 1010 History of Civilization I	3
HIST 152 Introduction to the History of Western Civilization II	2.25	HIST 1020 History of Civilization II	3
HIST 153 Introduction to the History of Western Civilization III	2.25		
PSYC *** Psychology Elective	4.5	PSY*** Any Psychology Course (not previously listed)	3
SOC *** Sociology Elective	4.5	SOC *** Any Sociology Course	3
MATH *** College Level Math Electives	9	MATH *** Any Additional College Level Math Classes	6
GEOL 101 Introduction to Geology GEOL 111 Introductory Geology Lab I	4.5 1.5	ESCI 1410 Physical Geology ESCI 141L Laboratory in Physical Geology	3 1

ATTACHMENT C

The following additional courses are required for the Bachelor of Science in Birth-to-Five Education (BSEd) at the University of Cincinnati. These courses must be taken at the University of Cincinnati.

<i>University of Cincinnati Courses</i>	<i>Credits Quarter Hours</i>	<i>University of Cincinnati Courses</i>	<i>Credits Quarter Hours</i>
ECE 236 Language Arts & Literacy II	3	ECE 411 Play & Development	3
ECE 242 Preschool Student Teaching B	3	ECE 412 Selfhood In Infants and Toddlers	3
CI 247 Computer Tools for Teachers	4	ECE 450 Infant Practicum	3
ECE 257 Integrated Preschool Curriculum	3	ECE 451 Toddler Practicum	3
ECE 261 Families and Cultures in ECE	3	ECE 460 Language and Development in Special Education	3
ECE 262 Observation, Planning & Assessment	3	ECE 480 Teaching Reading Through Children's Literature	3
ECE 264 Administration in Early Childhood Education	3	ECE 498 Projects and Documentation	3
ECE 290 Social Development: Self-Regulation	3	ECE 506 Assessment and Evaluation In Early Childhood Education	3
ECE 400 Developmental Concerns	3	ECE 515 Practitioner Research in Early Childhood Education	3
ECE 401 Accommodations and Adaptations in Early Childhood Education	3	ECE 525 Leadership in Early Childhood Education	3
ECE 402 Families in Early Childhood Special Education	3	ECE 530 Challenging Behaviors in Early Childhood Education	3
ECE 406 Collaboration and Case Management	3	EDFN 426 Social Inequalities	3

Total credits: 90 (minimum) that must be earned at the University of Cincinnati.

Total BSEd Program Credits: 180 (minimum)