

COMPLETION TRANSFER PATHWAYS ARTICULATION AGREEMENT

Between

CUYAHOGA COMMUNITY COLLEGE

And

CENTRAL STATE UNIVERSITY

For

ASSOCIATE OF ARTS, ASSOCIATE OF SCIENCE, ASSOCIATE OF APPLIED SCIENCE, AND
ASSOCIATE OF APPLIED BUSINESS DEGREE COMPLETION TRANSFER

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 4th day of March, 2024 (the "Effective Date") by and between Cuyahoga Community College District (Hereafter referred to as "the College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Central State University (Hereafter referred to as "Central State"), with an address at 1400 Brush Row Road, Wilberforce, Ohio 45384. The College and Central State are institutions of higher education established pursuant to Section 3354 or 3344 respectively of the Ohio Revised Code. The College and Central State (either or both of which may hereinafter be referred to respectively as "Party" or "Parties") desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at Central State, 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. Central State 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. The College will notify Central State if such accreditation ceases to exist.
- d. Accreditation of Central State. Central State warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. Central State will notify the College if such accreditation ceases to exist.
- e. If either the College or Central State loses accreditation in a transfer pathway program they must notify the other institution and remove all related collateral.
- f. Admissions Processing. For those past or present students who meet Articulation Criteria 1(a-e), Central State will consider their applications for admission in accordance with standard Central State admission application evaluation criteria, while favorably recognizing students' accomplishments at the College.
- g. Non-Exclusivity. This Agreement is not exclusive, and either Party may enter into similar agreements with any other Party.
- h. Advising. Upon execution of this agreement, Central State will work with the College to develop strategies to provide College students and graduates timely information about program opportunities and program requirements. Transfer Pathways/Degree Plans will be published and reviewed as needed.
- i. Program-specific admission requirements. Admission and academic requirements for specific baccalaureate degrees are exclusively the responsibility of Central State and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that Central State units may establish and amend from time to time, providing that changes remain in conformity with any specific amendments to this contract which may be agreed to, in written form, by the parties, during the term of this Agreement.
- j. Transfer Pathways. Agreed upon major/program transfer pathways will be created as part of this articulation agreement as appropriate.

1.) The College will post all Transfer Pathways online.

2.) Central State and the College will each identify a staff member to serve as a contact to

assure continued communication between the two institutions on matters relating to this agreement and to review transfer pathways annually.

- 3.) As per state policy regarding the Ohio Guaranteed Transfer Pathways (OGTP) Implementation, "local or regional agreements may continue to exist as long as they further supplement the existing OGTPs and do not contradict them".

2. *Term and Termination.*

- a. Term. This Agreement will run from the Effective Date and shall automatically expire on the last day of the 2028 Spring term of the College.
- b. Termination.
- i. 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 Central State, 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.
 - ii. This Agreement may be terminated with or without written notice, should either school lose their institutional and/or program accreditation or have either accreditation placed in jeopardy of being removed. Should the Agreement be terminated under this section, the College may cease to perform any and all obligations under this Agreement, at their discretion, and may remove information regarding this Agreement from its website(s).
 - iii. Either party may terminate this Agreement at any time for any or no reason, effective one year after providing written notice of its intent to terminate to the other party.
- c. Post-Termination. Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to Central State shall continue to receive the benefits contemplated by this Agreement and the Central State catalog rights from the term in which they are admitted to Central State as set forth in Section 2b of Attachment A which is attached hereto and made a part of 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. Section 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 Cuyahoga Community College District:
Lindsay S. English, Ph. D.
Associate Provost
700 Carnegie Avenue
Cleveland, OH 44115

For Central State University:
Erik Brooks, Ph.D.
Provost and Vice President for Academic Affairs
1400 Brush Row Road
Wilberforce, OH 45384

With a copy to:
Office of General Counsel and Legal Services

Laura Wilson

Cuyahoga Community College
700 Carnegie Avenue
Cleveland, OH 44115

Office of General Counsel
Central State University
P.O. Box 1004
Wilberforce, OH 45384

- 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, sexual orientation, religion, disability, age, national origin, or ancestry, genetic information, military status, gender identity and expression, veteran status, pregnancy or color.
- l. Data Exchange. The parties should be prepared to exchange information annually regarding student success related to this Agreement. The College will provide upon request a directory list of graduates from the College following each graduation while complying with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. Central State will provide the College with information regarding the success of students transferring to Central State while utilizing the benefits of this Agreement.

In the event that a student transfers before earning an associate degree, Central State will participate in exchange of information with the College in all aspects of the College's and the Ohio Department of Higher Education's Reverse Transfer Initiative in respect to this Agreement. All parties agree and contend that this reverse transfer is in compliance with all applicable Higher Education Accrediting Guidelines, Regulations and Assumed Practices.

Central State will conduct an analysis of the College transfer students to determine their progress and success. The analysis should include descriptives that profile the population and process measures, such as course completion and term persistence, as well as course of study. The success of transfer students is measured by achieved outcomes and includes degrees conferred, time to completion, and continuation towards an advanced education. No later than 90 days after the conclusion of an academic year, Central State shall provide the College with a written summary of the results of the analysis.

Both parties will be expected to meet within ninety days of signing of this agreement to determine a process to share information.

- m. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the College's Integrated Communications Department, (see **Attachment B**).

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:**

CENTRAL STATE UNIVERSITY:

Both signatures on file

By: _____
Lindsay S. English, Ph.D.
Associate Provost

By: _____
Erik Brooks, Ph.D.
Provost and Vice President for Academic Affairs

ATTACHMENT A
To The
Articulation Agreement Dated March 4, 2024
By and Between
Cuyahoga Community College District
and
Central State University
Articulation Criteria and Articulation Benefits

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

An Associate Degree Awarded by Cuyahoga Community College District (Tri-C) with a minimum cumulative grade point average (GPA) of 2.5 or higher, that meets any one of the following requirements:

- a. The degrees are an Associate in Arts or Associate in Science. These degrees provide a clear pathway of general education and transfer courses, and they represent strong preparation for upper division coursework in a range of majors.
- b. The degree includes the completion and certification of General Education Curriculum as defined by Tri-C and the Ohio Transfer 36 and used by Ohio Community Colleges and 4-year institutions to prepare students to transfer to participating Ohio institutions. As per state policy regarding the Ohio Guaranteed Transfer Pathways (OGTP) Implementation, "local or regional agreements may continue to exist as long as they further supplement the existing OGTPs and do not contradict them".

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

a. Guaranteed Admission

Tri-C transfer students awarded an Associate Degree as defined above will be guaranteed admission to the University at junior standing, provided they have earned at least 60 transferable credits hours with a grade of "C" or better. Tri-C transfer students without an Associate Degree but obtaining a minimum 30 transferable units as defined above will be offered guaranteed admission to the University. Students will be made aware that additional prerequisites and graduation requirements may be required by Central State University for certain majors. Only students who are in good standing at their last transfer institution will be considered.

There is no application fee for admission.

b. Transferability of Credit

Central State University will accept a minimum of 60 semester credits for Tri-C transfer students awarded an Associate Degree. Student must earn a grade of "C" (2.0 on a 4.0 scale) or higher in each course to qualify.

Central State University will accept a maximum of 90 semester credits.

Central State University will accept Tri-C courses deemed transferable in the state of Ohio towards general education, major and/or elective credit. Central State University will work with Tri-C to identify the transferability of credits earned through CLEP, DANTES, IB, AP, Credit by Exam, Prior Learning Credit and ACE. Central State University reserves the right to award credit for major preparation based on University policy.

c. General Education Requirements

Central State University agrees to accept the completion of Ohio Transfer 36 in lieu of its own lower division general education requirements. For Tri-C transfer students awarded an Associate Degree, no more than nine additional credits will be required to fulfill University general education requirements.

d. Catalog Rights

If Central State University modifies the degree requirements or prerequisites, the student will be accommodated based on the date they began their coursework at Tri-C with equivalent coursework and not penalized in total units required for their Bachelor's degree.

e. Student Advising & Support

Central State University will provide pre-transfer advising to Tri-C students through online, onsite, and/or telephone advising. The University's Office of the Registrar will maintain MOU agreements with Tri-C on its web site and will interact with the Dean of Student Success, Access, Equity & Inclusion. In addition, faculty advising by discipline will be available to future transfer students prior to and once enrolled at the University. Informational materials for potential transfer students will be made available to Tri-C to facilitate the transfer process.

Unofficial transfer credit evaluations/estimates will be completed for prospective students outlining how Tri-C credits will transfer and apply to the desired degree.

Central State University will also provide Tri-C with contact information for an admission representative that will be listed on the Central State partner webpage.

Tri-C students will be encouraged to complete their associate degree before transferring to Central State University. If a Tri-C student transfers to Central State University prior to completion of an associate degree, Tri-C shall provide an opportunity for the student to subsequently complete the associate degree in absentia using the Central State course credit in accordance with the Ohio Credit When It's Due/Reverse Transfer process.

Central State University will offer transfer orientations to Tri-C prospective and transfer students to inform and connect them with student support services that promote degree completion (i.e. retention programs, tutoring, supplemental instruction, mentoring, student clubs, and more).

Central State University will participate in a minimum of one annual outreach activity to educate and inform Tri-C students and faculty about Central State University.

Activities may include the following:

- Participation in Tri-C transfer conferences, transfer fairs, professional conferences and panels to educate administrators, counselors, faculty, staff, and students about University admissions requirements, costs, etc.
- Provision of onsite admissions to eligible Tri-C students at transfer events and webinars.

f. Housing

Central State University will provide priority consideration for campus housing during the first year if the housing fees are paid by the housing application deadline.

g. Tuition & Fees

Tri-C transfer students awarded an Associate Degree as defined in this Agreement will receive In-State Tuition and fees residency rates throughout the duration of their continuous enrollment at Central State University for a period not to exceed three (3) years.

h. Scholarship Opportunities

Central State University will seek to develop transfer scholarships for incoming students who have a cumulative 3.2 or higher grade point average and meet all other criteria of the University, based on available funding. Scholarship details can be found at: [Scholarship Central | Central State University](#)

ATTACHMENT B

To The
Articulation Agreement Dated March 4, 2024
By and Between
Cuyahoga Community College District
And
Central State University

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Central State University to reach out to partners and the community effectively, it is important to monitor the impression conveyed through all forms of communication such as advertising, publications, and signage. The sum total of all impressions generated by these communications must be effective and meaningful to the audiences with which the College communicates.

Therefore, the Parties agree that any use of the other’s name, trade name, trademark, logo and tagline, or any other defining symbol or name associated with either entity during the term of this Agreement shall be for the sole purpose of promoting this Agreement. Express written permission or a limited license is required to use the other Party’s name, trade name, trademark, logo, tagline, or any other defining symbol or name associated with the other entity. Neither Party will use the other’s name or symbols in a way that would cause confusion in the public mind as to the relationship between the Parties. All written materials associated with this agreement must distinctly note the termination date of the Agreement, the degrees within the Agreement, and the average additional hours required to complete the completion degree. Any and all promotional materials, including written, verbal, video graphic, electronic, or multimedia of any kind, must be reviewed and approved by both Parties prior to any use or distribution.

Marketing Contacts:

Cuyahoga Community College District:

Deborah Benz
Director, Creative Services
Integrated Communications Department
Cuyahoga Community College
Jerry Sue Thornton Center
2500 E. 22nd Street
Cleveland, Ohio 44115
P: 216-987-4665
F: 216-987-4806

Central State University:

Tiffiney Gray
Vice President, Institutional Advancement
Office of Institutional Advancement
Central State University
Lionel Newsome Bldg.
P.O. Box 1004
Wilberforce, OH 45384
P: 937-376-6126
F: 937-376-6103