ARTICULATION TRANSFER PATHWAY COMPLETION AGREEMENT By and Between

CUYAHOGA COMMUNITY COLLEGE DISTRICT

And KENT STATE UNIVERSITY

THIS ARTICULATION PATHWAY AGREEMENT (the "Agreement") is entered into on this 10th day of May, 2021 (the "Effective Date") by and between Cuyahoga Community College District, with an address of 700 Carnegie Avenue, Cleveland, Ohio 44115 (the "College"); and Kent State University ("Kent State"), with an address of Kent, Ohio 44242. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Kent State University is an Ohio institution of higher learning and a member of the Ohio University System. The College and Kent State desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at Kent 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. <u>Definitions</u>. Articulation Criteria and Articulation Benefits are defined in Attachment A.
- b. <u>Articulation Benefits to Students</u>. Kent State University will provide the Articulation Benefits at no charge to past and present students of the College who meet the Articulation Criteria. Courses for which the student is eligible to receive transfer credit will be based upon the articulation agreement in place at the time the student applies to Kent State University.
- c. <u>Accreditation of the College</u>. 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 Kent State University if such accreditation ceases to exist.
- d. <u>Accreditation of Kent State</u>. Kent State University warrants that it is accredited by the North Central Association of Colleges and Schools. Kent State University will notify the College if such accreditation ceases to exist.
- e. <u>Admissions Processing</u>. For those past or present students who meet Articulation Criteria 1(a-e), Kent State University will consider their applications for admission in accordance with standard Kent State 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. <u>Notice of Programmatic Changes.</u> The academic units of both The College and Kent State University, that have established transfer pathways, agree to meet annually in spring semester to notify each other of programmatic changes resulting in changes to the transfer pathway.
- h. <u>Transfer Pathways</u>. 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.) Kent 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. <u>Term.</u> This Agreement will run from the Effective Date until the end of the last day of the Spring Semester 2025 academic term of the College, at which time this Agreement will automatically expire.
- b. <u>Termination</u>. 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 Kent State 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. <u>Post-Termination</u>. Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to Kent State University shall continue to receive the benefits contemplated by this Agreement.

3. Miscellaneous.

- a. <u>Severability</u>. 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 the State of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- c. <u>Jurisdiction</u>; 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 an Ohio court.
- d. <u>Survival</u>. Sections 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. <u>Notices</u>. 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. Vice President, Learning & Engagement 700 Carnegie Avenue Cleveland, OH 44115 For Kent State University: Melody Tankersley, Ph.D. Senior Vice President and Provost 1125 Risman Dr. Library, Executive Suite Kent, OH 44242

With a copy to:
Office of General Counsel and Legal Services
Cuyahoga Community College
700 Carnegie Avenue

Cleveland, Ohio 44115-2878

- 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. <u>Assignment</u>. 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. <u>Complete Agreement; Integration</u>. 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. <u>Counterparts; Electronic Signatures.</u> 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, electronic signatures shall be considered equivalent to original signatures.
- j. <u>Independent Contractors</u>. 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. <u>Compliance with Laws</u>. 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.
- 1. <u>Data Exchange.</u> 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. Kent State will provide the College with information regarding the success of students transferring to Kent State while utilizing the benefits of this Agreement.

Institutional Research Departments of both institutions will be expected to determine an agreed upon process to share information.

- m. <u>Promotional Material.</u> All promotion and advertising of the Articulation Agreement must conform to the statement approved by the College Integrated Communications Department, (see Attachment B).
- n. <u>Previously Established Degree Pathways.</u> Several degree pathways have been established under the prior Articulation Transfer Pathway Completion Agreement Dated April 30, 2018. The following degree pathways shall continue underneath this agreement:
 - 1. Construction Management AAS to BS
 - 2. Emergency Medical Technology to Public Health, Allied Health AAS to BS
 - 3. Human Services to Public Health, Allied Health AAS to BS
 - 4. Physical Therapist Assisting to Public Health, Allied Health AAS to BS
 - 5. Radiography to Public Health, Allied Health AAS to BS
 - 6. Respiratory Care to Public Health, Allied Health AAS to BS
 - 7. Deaf Interpretive Services to ASL/English Interpreting (ASEI) AAS to BS
 - 8. Exercise Physiology AAS to BS

- 9. Exercise Specialist AAS to BS
- 10. Hospitality Management AAB to BS
- 11. Nursing AAS (RN) to BSN, Nursing for Registered Nurses
- 12. Peace and Conflict Studies AA to BA
- 13. Respiratory Care AAS to BS

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:

KENT STATE UNIVERSITY:

By: Lindsay S. English, Ph.D.

Vice President Learning and Engagement

Melody Tankersley, Ph.D.

Senior Vice President and Provost

Attachment A To The Articulation Pathway Agreement Dated May 10, 2021 By and Between Cuyahoga Community College District And Kent State University

Articulation Criteria and Articulation Benefits

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

- a. Completion of an Associate degree.
- b. Achieving a minimum overall cumulative grade point average of 2.0.
- c. Submission of an official College transcript.
- d. Kent State and the College will establish and approve major/program Transfer Pathways using the sample template in Appendix 1. Any revisions to a Transfer Pathway during the term of this Agreement must be approved in writing by the Parties and will be applied to new students undertaking the applicable pathway. 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".
- e. Completion of courses in Appendix 1. Refer to transfer courses on next pages; those designated with @, maybe taken at the College (Appendix 1).
- f. Fulfillment of residence requirements for the baccalaureate at Kent State University. The requirement for the degree is completion of a minimum thirty (30) credit hours of coursework (of which nine are upper-division credit hours in the major) at Kent State University. Credit earned by means of transfer courses does not count toward residence.
- g. Courses for which the student is eligible to receive transfer credit will be based upon the articulation pathway agreement in place at the time the student applies to Kent State University.

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

- a. Facilitate transfer of courses between the College and Kent State University (see Appendix 1).
- b. Benefitting Northeast Ohio by infusing the job market with qualified graduates.
- c. Students with a 3.0 GPA or higher will be eligible to apply for Kent State University scholarships.
- d. Students successfully completing an associate's degree will be eligible to apply for the Flash Transfer Northeast Ohio scholarship.
- e. A student who completes all of the associate degree requirements (see Appendix 1) will be admitted into Kent State with junior status.

Attachment B To The Articulation Pathway Agreement Dated May 10, 2021 By and Between Cuyahoga Community College District And Kent State University

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College District and Kent 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:

Eric Wheeler
Director, Creative Services
Integrated Communications Department
Cuyahoga Community College
Jerry Sue Thornton Center
2500 E. 22nd Street
Cleveland, Ohio 44115
P: 216-987-3517
F: 216-897-4806

E: ecric.wheeler@tri-c.edu

Kent State University:

Rebecca Murphy
Associate Vice President
University Communications and Marketing
Kent State University
Administrative Services Building
P.O. Box 5190
Kent, Ohio 44242-001
P: 330-672-8533
F: 330-672-2047

E: rmurph20@kent.edu

Appendix 1 SUGGESTED SEMESTER SEQUENCE (Sample Template)

Cuyahoga Community College: [COLLEGE DEGREE PROGRAM] Kent State University: [KSU DEGREE PROGRAM]

Course Subject and Title	Credit Hours	Upper Division	Notes on Transfer Coursework to Kent State		
Semester One: [18 Credit Hours] Cuyahoga Community College					
			1		
Semester Two: [16-17 Credit Hours] Cuyahoga C	ommur	nity Colle	ge		
	1				
Summer One 🛭 Credit Hours] Cuyahoga Commu	ınity Co	llege			
Semester Three: [117] Credit Hours] Cuyahoga Co	mmunit	ty Colleg	e		
Semester Four: [111 Credit Hours] Cuyahoga Con	nmunity	College			
65-66 Total Credit Hours to Graduate with the AAB Degree from Cuyahoga Community College					

Course Subject and Title	Credit Hours	Upper Division	Notes on Transfer Coursework to Kent State	
Semester Five: [17 Credit Hours] Kent State University				
Semester Six: [14-15] Credit Hours] Kent State U	niversity			
Summer III [3-6 Credit Hours] Kent State Univers	itv		ALL PROPERTY OF THE VOICE OF THE ALL PROPERTY OF THE PROPERTY	
Comments				
Semester Seven: [14-15 Credit Hours] Kent State	Univer	sity		
Semester Eight: [Credit Hours] Kent State Univ	ersity			
	-		H	
			377	
		STEEL SO		
124-128 Total Credit Hours to Graduate with the	BS, incl	uding tra	ansfer coursework, from Kent State University	

@ Course may be taken at Cuyahoga Community College and transferred to Kent State. However, please be aware of Kent State's residence policy, which can be found in the Kent State University Catalog.

Requirements to graduate with the BS degree program: To graduate, students must have minimum <###> credits hours, 39 upper-division credits hours of coursework, a minimum <###> major GPA and minimum 2.00 cumulative GPA. They must also fulfill an approved experiential learning experience, a two-course diversity requirement (domestic and global), complete a writing intensive course with a minimum C (2.000) grade. More specific graduation requirement information can be found in the Academic Policies section of the Kent State University Catalog (www.kent.edu/catalog).

This information is provided solely for the convenience of the reader, and Kent State University expressly disclaims any liability which may otherwise be incurred. This publication is neither a contract nor an offer to make a contract. While every effort has been made to ensure the accuracy of the information, Kent State University reserves the right to make changes at any time with respect to course offerings, degree requirements, services provided, or any other subject addressed herein.

It is recommended that students intending to pursue the <DEGREE> in <SPECIFIED PROGRAM> through Kent State University consult with academic advisors at both Cuyahoga Community College and Kent State University.