



ARTICULATION AGREEMENT
Between
CUYAHOGA COMMUNITY COLLEGE
And
BALDWIN WALLACE UNIVERSITY
For



ASSOCIATE TO BACHELOR TRANSFER PROGRAM (A2BW)

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 17th day of August, 2017 (the "Effective Date") by and between Cuyahoga Community College District (the College), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Baldwin Wallace University ("BW"), with an address at 275 Eastland Road Berea, OH 44017-2088. The College and BW are institutions of higher education established pursuant to Section 3354 or 3344 respectively of the Ohio Revised Code. The College and BW (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 BW, 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. BW 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 BW if such accreditation ceases to exist.
- d. Accreditation of BW. BW warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. BW 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-f), BW will consider their applications for admission in accordance with standard BW 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. Advising. Upon execution of this agreement, BW will work with the College to develop strategies to provide College students and graduates timely information about program opportunities and program requirements. Transfer degree plans will be reviewed and published annually. BW and College will each identify a staff member to serve part-time as liaison and to assure continued communication between the two institutions on matters relating to this agreement.
- h. Program-specific admission requirements. Admission and academic requirements for specific baccalaureate degrees are exclusively the responsibility of BW and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that BW 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.

2. Term and Termination.

- a. Term. This Agreement will run from the Effective Date and shall automatically expire on the last day of the 2019 Spring term of the College unless otherwise terminated as set forth in this Agreement.
- 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 BW, 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. 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 BW shall continue to receive the benefits contemplated by this Agreement and the BW catalog rights from the term in which they are admitted to BW as set forth in Section Ib. 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; 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. 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:

Lisa Williams
Vice President, Learning and Engagement
700 Carnegie Avenue
Cleveland, OH 44115

For Baldwin Wallace University:

Stephen Stahl, Ph.D.
Provost Academic Affairs
275 Eastland Road
Berea, Ohio 44017-2088

With a copy to:

Office of General Counsel and Legal Services
Cuyahoga Community College
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, 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. As permitted and in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99, and other applicable privacy laws including without limitation, the Health Insurance Portability and Accountability Act of 1996 and the federal regulations adopted to implement that Act (45 C.F.R. Parts 160 & 164 "the HIPAA Privacy and Security Rules"), collectively referred to as "HIPAA", and the Gramm-Leach-Bliley Act, Public Law No: 106-102 the parties shall exchange information regarding student success related to this agreement. The College will provide upon request a directory list of graduates from the College following each graduation. BW will provide the College with information regarding the success of a student transferring to BW while utilizing the benefits of this agreement, provided that that student has provided written consent to BW to share such information beyond the available directory information. BW will participate in exchange of information with the College in all aspects, and during the duration, of the Cleveland Compact and the Ohio Board of Regents' Reverse Transfer Initiative. For research purposes, the following data will be requested from BW:
- 1.) Social security number for tacking purposes (if possible)
 - 2.) Currently enrolled (yes/no)
 - 3.) Major as of the most recent term enrolled
 - 4.) Hours earned (cumulative)
 - 5.) GPA (cumulative)
 - 6.) Degree completed (if completed)
 - 7.) Major for which degree was awarded (or expected)
 - 8.) Number of terms required to complete degree

Institutional Research Departments of both institutions 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:

BALDWIN WALLACE UNIVERSITY:

By:



Lisa Williams
Vice President, Learning and Engagement

By:



Stephen D. Stahl Ph.D.
Provost, Academic Affairs

**Attachment A
To The
Articulation Agreement Dated August 17, 2017
By and Between
Cuyahoga Community College District
and
Baldwin Wallace University**

Articulation Criteria and Articulation Benefits for A2BW

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

- a. Completion of an Associate of Arts, Associate of Science, Associate of Applied Science or Associate of Applied Business degree.
- b. BW and the College will jointly establish and approve major/program Transfer Pathways using the sample template in Attachment C or another approved template. 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.
- c. College students must complete a minimum of 24 transferable credits from the Ohio Transfer Module disciplines (English; mathematics; arts/humanities; social and behavioral sciences; natural sciences) as part of their Associate degree program or will be required to take additional coursework in these areas.
- d. Associate degree should include completion of ENG 1020 whenever possible. (See section 2a below)
- e. Associate degree should include completion of gateway (prerequisite) coursework and required math course for student's intended major whenever possible, as shown in Appendix A.
- f. As part of this Agreement, College students may apply for dual admission to the College and BW in accordance with the current fully executed College/BW Dual Admission Agreement.
- g. To help ensure seamless transfer, staff from BW Admission Offices and support from Adult, Transfer and Military Services, with the assistance of Tri-C's Counseling Departments and Transfer Centers, will be available on each of the College's campuses every semester to meet with prospective and current College/BW Dual Admission students.

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

- a. BW will accept the associate degree, including 24 credits of the Ohio Transfer Module, as meeting the Baldwin Wallace University Core, excluding the following requirements which the student must complete:
 - College students who have not completed ENG 1020 as part of their Associate degree will be required to complete ENG 131 at BW.
 - College students who have not completed MATH 1240, 1250, 1280, 1410 or 1470 or higher as part of their Associate degree will be required to complete the required MATH for their major at BW.
 - EXP learning/capstone graduation requirement, if not met through the major or minor requirements at BW.
- b. Students may complete any major or minor; however, some majors may take more than four semesters of full-time study at BW. Some majors that lead to professional licensure, accreditation or have program-based standards may require additional requirements and/or credits eg. education, communication disorders, conservatory of music, exercise science, athletic training, social work. Consultation with the major or program director is recommended.
- c. A maximum 62 credits can transfer to BW from the College for an Associate degree. This 62 limit may be waived by the Registrar at BW to allow a student to complete additional requirements of the Ohio Transfer Module. Student will be guaranteed junior standing. Transfer credit will always follow the most recent BW catalog. For a complete list of transfer equivalencies go to www.bw.edu/transferguides.
- d. All course equivalencies as determined by BW faculty and in which the student has received a grade of "C" or better will transfer to BW toward major, minor and core requirements with the completion of the Associate of Arts, Associate of Science, Associate of Applied Science or Associate of Applied Business degree
- e. Students must complete 124 semester hours, meet all BW residency requirements for the major and minor and complete the experiential learning graduation requirement.

ATTACHMENT B
To The
Articulation Agreement Dated August 17, 2017
By and Between
Cuyahoga Community College District
And
Baldwin Wallace University

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Baldwin Wallace 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.

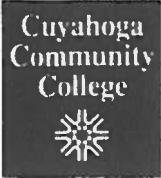
Marketing Contacts:

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

Baldwin Wallace University:

Office of University Relations
Baldwin Wallace University
275 Eastland Road
Berea, OH 44017
P: 440-826-2325



A2BW - Associate to Bachelor's Program

AS to BS in

Minor in



Suggested Sequence at Tri-C

For the best A2BW fit, students should complete the following math course as part of the AA degree prior to transferring: **MATH

These courses should be selected as part of the AS:

and Honors options when available

First Semester		Credits

Second Semester		Credits

Third Semester		Credits

Fourth Semester		Credits

Associate of Science Degree Awarded

Total hours: **60***

*A maximum of 62 credits transfers to BW for your AA degree.

Suggested Sequence at BW

Course sequence may change based on individual needs of the student, schedule type required, and completion of **MATH** before transfer.

Fifth Semester		Credits

Sixth Semester		Credits

Seventh Semester		Credits

Eighth Semester		Credits

Bachelor of Science Degree Awarded

Total hours at Tri-C/BW: **124**

BW's **Experiential Learning** requirement may be incorporated into the major, minor, or elective courses, summer internships, study abroad, or approved individual experiences.

Additional information on back



A2BW - Associate to Bachelor's Program

AS to BS in

Minor in



The A2BW program awards maximum credit for an associate degree from Cuyahoga Community College, streamlining completion of a bachelor's degree from Baldwin Wallace University. A maximum of 62 credits transfers to BW from Tri-C for your AA degree, fulfilling most of the BW core requirements and guaranteeing junior status.

Disclaimer: Students should work with a BW academic advisor to identify a minor or second major, electives, and possible Experiential Learning options. A BW advisor also assists students with developing a graduation plan for **full or part time study**.

All students must complete:

- A minimum of 124 semester credits (combined Tri-C and BW)
- A minor or second major
- All residency requirements (45 credits for BW, plus major and minor residency)
- An Experiential Learning requirement (Ex: internship, field experience, study abroad, community service)

Learn More!

Talk with a BW Admission Counselor

440-826-8012

admission@bw.edu

www.bw.edu/A2BW