

**ARTICULATION AGREEMENT**  
**By and Between**  
**Cuyahoga Community College District**  
**and**  
**The University of Akron**

**THIS ARTICULATION AGREEMENT** (the "Agreement") is entered into on this 7<sup>th</sup> day of August, 2014 (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 Akron ("Akron"), with an address of 302 Buchtel Mall Akron, Ohio 44325-1803. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Akron is a state university created under the laws of Ohio. The College and Akron desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at Akron, 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:

This Agreement provides for collaboration between College and Akron in order to enhance and further the educational opportunities available to eligible students. The goal of this Agreement is to create a seamless and sequential progression of academic courses from the associate level to the baccalaureate level. It has been customary that credits earned by students at one regionally accredited institution of higher education must transfer to another similarly accredited college or university.

**1. Description of Articulation Program.**

- a. Definitions. Articulation Criteria and Articulation Benefits are defined on Attachment A, which is attached hereto and incorporated by reference.
- b. Articulation Benefits to Students. Akron will provide the Articulation Benefits outlined in Attachment A 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 Akron if such accreditation ceases to exist.
- d. Accreditation of Akron. Akron warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. Akron 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), Akron will consider their applications for admission in accordance with standard Akron 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. Specific Provisions.**

- a. Joint Session. The College and Akron will jointly develop and implement an annual joint recruitment session to be held in August to inform parents, students and guidance counselors about this Agreement and to provide academic and career counseling. The College and Akron may include information about this Articulation Agreement in their promotional materials.
- b. Tracking and Feedback. The College and Akron will jointly prepare and agree upon a system addressing issues including but not limited to: student tracking and feedback.

- c. Appropriate faculty and staff of each party will become familiarized with this Articulation Agreement and its Attachment A so as to facilitate full participation in and utilization of resources provided by this educational pipeline.
- d. A review committee for this Honors program Articulation Agreement, made up of representatives from the College and Akron, will meet at least annually for the purpose of consultation and necessary revision to this Agreement. The Dean of the Honors College shall be responsible for convening this meeting. If revisions do occur to this Agreement and course articulation, students will complete their program under the conditions and curriculum articulation in place when they entered the Honors College at Akron as long as they complete their program within five (5) years of their entry date.
- e. College and Akron each reserve the right to make such changes in course offerings and degree requirements as may be required from time to time to meet its educational mission. Each party agrees to communicate such changes in a timely fashion to the other party, at least annually, during the Agreement review process.
- f. The College and Akron, in an ongoing attempt to strengthen this educational and degree pathway for the benefit of future students, will foster communication between their program faculties so they may jointly address the common needs for quality assessment and, where appropriate, advise and provide professional insight on course development to increase opportunities for future course articulation.
- g. It is the student's responsibility to keep a record of this Agreement and to present this Agreement to the designated academic advisor at Akron upon pursuit of admittance into the Honors College at Akron.

**3. *Term and Termination.***

- a. Term. This Agreement will run from the Effective Date until the end of the last day of the Spring, 2017 academic term of the College, at which time this Agreement will automatically expire unless the parties mutually agree in writing to extend the 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 Akron, or (ii) the date that is 90 days after the notice that includes a description of the breach is received by the other party; *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 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 Akron shall continue to receive the benefits detailed by this Agreement.

**4. *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 an Ohio court of competent jurisdiction.

- d. Survival. Sections 3(c) and this Section 4 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 4(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 AKRON:  
Dr. Dale Mugler  
Dean, Honors College  
The University of Akron  
180 E. College St.  
Akron, Ohio 44325  
(330) 972-5365

For Cuyahoga Community College:  
Karen Miller  
Vice President of Access and Completion  
Cuyahoga Community College District  
700 Carnegie Avenue  
Cleveland, Ohio 44115

With a copy to:  
The Office of General Counsel  
The University of Akron  
302 Buchtel Mall  
Akron, Ohio 44325-4706

With a copy to:  
Office of General Counsel and Legal Services  
Cuyahoga community College  
700 Carnegie Avenue  
Cleveland, Ohio 44115-2878

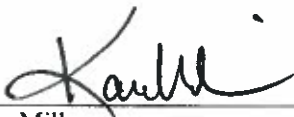
Copy to Office of Senior Vice President and Provost  
The University of Akron  
302 Buchtel Common  
Akron, Ohio 44325-4703  
ATTN: Mrs. Holly Harris Bane

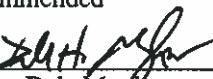
- f. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only via a document 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, sexual orientation, gender identity and expression, veteran status, pregnancy or color.

- l. Data Exchange. 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 while complying with the Family Educational Rights and Privacy Act and the Gramm-Leach-Bliley Act of 1999. Akron will provide the College with information regarding the success of students transferring to Akron while utilizing the benefits of this Agreement. Akron will participate in exchange of information with the College in all aspects of the College's Reverse Transfer Initiative in respect to this Agreement, as well as, any Ohio Board of Regents' Reverse Transfer Initiative that may be implemented on a statewide basis.
  
- m. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the TRI-C 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:      UNIVERSITY OF AKRON:**

By:   
 Karen Miller  
 Vice President of Access and Completion

Recommended  
 By:   
 Dr. Dale Mugler  
 Dean, Honors College

Approved  
 By:   
 Dr. William M. "Mike" Sherman  
 Senior Vice President, Provost, and C.O.O.

Reviewed for legal form and sufficiency

By:   
 John J. Reilly  
 Assoc. Vice President and Assoc. General Counsel

**Attachment A  
To The  
Articulation Agreement Dated August 7, 2014  
By and Between  
Cuyahoga Community College District  
and  
The University of Akron**

**Articulation Criteria and Articulation Benefits**

1. ***The articulation criteria (“Articulation Criteria”) are:***
  - a. Completion of an Associate Degree or Credit Hour Equivalent (i.e., 60 semester hours) at the College.
  - b. Achieving a minimum overall cumulative grade point average of 3.5 on a 4.0 scale at the College.
  - c. Completion, with a grade of “C” or better of no fewer than five designated Honors courses at the College.
  - d. Completion of a University of Akron Honors College application.
  - e. Submission of an official College transcript to Akron.
  - f. Formal acceptance into Akron’s Honors College.
  
2. ***The articulation benefits (“Articulation Benefits”) are:***
  - a. Courses will apply to satisfy Akron freshman and sophomore requirements as appropriate to degrees and majors.
  - b. Eligibility to participate in Honors College activities and services at Akron after being formally accepted into Akron’s Honors College.
  - c. Advising provided by Akron for acceptance, registration and degree requirement completion for Honors College students.
  - d. Eligibility to reside in the Akron Honors College Complex for one year upon formal acceptance to the Honors College.
  - e. Utilization of transfer coursework from College along with Akron G.P.A. for the calculation of departmental honors; provided, however that the transfer coursework does not count towards the calculation of University “Latin” honors.
  - f. “University Scholar” eligibility during graduation from Akron with a bachelor’s degree.
  - g. Eligibility for Honors Scholarships.

**ATTACHMENT B**  
**To The**  
**Articulation Agreement Dated August 7, 2014**  
**By and Between**  
**Cuyahoga Community College District**  
**and**  
**University of Akron**

**Marketing and Advertising Restrictions**

Promotion of Partnership to  
Domestic and International Students

In order for Cuyahoga Community College 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 College Integrated Communications Department carefully monitors how the institution is promoted. The Cuyahoga Community College logo and tagline are registered service marks. Use of the Cuyahoga Community College logo or tagline is prohibited without the express written permission of the College Integrated Communications Department. Cuyahoga Community College will designate a person authorized to review and approve all promotional materials created to promote any credit agreements.

1. Any and all promotional materials: written, presented verbally, and/or via mass media; must be reviewed and mutually agreed upon by both organizations prior to any distribution.
2. Use of materials representing the partnership: may use the Cuyahoga Community College District logo, the College name, or refer to the agreement; but, must prominently state (verbally or in bold print in a conspicuous location on printed materials) the following:
  - a. Degrees within the Agreement.
  - b. Additional average credit hours required to complete the degree.
3. Time limitations on articulation and award of credit must be prominently presented in all promotional materials.