

ARTICULATION AGREEMENT

by and between
Cuyahoga Community College District
and
Baldwin Wallace College
Honors Agreement

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on this 27th day of January 2012 (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 College (“B-W”), with an address 275 Eastland road, Berea, OH 44017. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and BW is an institution of higher education established pursuant to Ohio nonprofit corporation law. The College and BW 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:

This Agreement provides for collaboration between College and BW 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. B-W 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. The conditions of this Articulation will be acceptable for students up to 4 years after completion of their program at the College.
- 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 B-W if such accreditation ceases to exist.
- d. Accreditation of B-W. B-W warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. B-W 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), B-W will consider their applications for admission in accordance with standard B-W 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 B-W 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 B-W may include information about this Articulation Agreement in their promotional materials.

- b. Tracking and Feedback. The College and B-W 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 B-W, will meet at least annually for the purpose of consultation and necessary revision to this Agreement. The Assistant Dean – Honors & Experiential Learning 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 Program at B-W as long as they complete their program within five (5) years of their entry date.
- e. The College and B-W each reserve the right to make such changes in course offerings and degree requirements as may be required from time to time to meet their respective educational missions. 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 B-W, 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 B-W upon admittance into the Honors Program at B-W.

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

- a. Term. This Agreement will run from the Effective Date until the end of the last day of the Spring, 2015 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 (1) the end of the next admissions application and review period of B-W, or (2) 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 B-W 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 the U.S. District Court for the Northern District of Ohio or in the state courts of Ohio.
- 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 Baldwin Wallace College:
 Mary Lou Higgerson
 Vice President, Academic Affairs
 275 Eastland Road
 Berea, OH 44017

For Cuyahoga Community College:
 Karen Miller
 Vice President, Enrollment Management
 700 Carnegie Avenue
 Cleveland, OH 44115

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 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, religion, disability, age, national origin, color, or veteran’s status.

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. Recommended for:

CUYAHOGA COMMUNITY COLLEGE DISTRICT: BALDWIN WALLACE COLLEGE:

By: _____
Karen Miller
Vice President, Enrollment Management

By: _____
Dr. Mary Lou Higgerson
Vice President, Academic Affairs

**Attachment A
to the
Articulation Agreement Dated January 27, 2012**

by and between

**Cuyahoga Community College District
and
Baldwin Wallace College**

Articulation Criteria and Articulation Benefits

1. ***The articulation criteria (“Articulation Criteria”) are:***
 - a. Completion of an Associate Degree at Cuyahoga Community College with a minimum overall cumulative grade point average of 3.5 on a 4.0 scale at the College.
 - b. Completion of an application to Baldwin-Wallace College and the Honors Program
 - c. Submission of an official Cuyahoga Community College transcript to Baldwin-Wallace College
 - d. Admission to Baldwin-Wallace College
 - e. The Cuyahoga Community College GPA will be used only for acceptance to B-W. The Honors GPA at B-W will be based only on credits and courses taken and earned at B-W.

2. ***B-W Honors Program requirements and clarifications:***
 - a. Up to 12 of the required 24 hours of Honors Coursework required at Baldwin-Wallace may be accepted from Cuyahoga Community College, if the grade for each course is a “B” or better
 - b. Upon graduation from Baldwin-Wallace, all Honors Students must be second language proficient to the fourth semester level. This requirement may be met through previous coursework at Cuyahoga Community College.
 - c. Upon graduation from Baldwin-Wallace all Honors Students must have completed math study through the level of pre-calculus. This requirement may be met through previous coursework at Cuyahoga Community College.
 - d. All Honors Students must complete LAS 200H (*Enduring Questions in an Intercultural World*) at Baldwin-Wallace.
 - e. All Honors Students must complete a thesis at Baldwin-Wallace.
 - f. Students may complete the balance of Baldwin-Wallace Honors Program required credits with Honors electives.

3. ***The Articulation benefits (“Articulation Benefits”) are:***
 - a. Student meeting the requirements in (1) above will be granted junior status at Baldwin-Wallace.
 - b. Students admitted to the Honors Program will have early registration privileges.
 - c. Students will have a special Honors Program advising opportunity.
 - d. Students admitted to the Baldwin-Wallace Honors Program may elect to live in the Honors Dormitory on the Baldwin-Wallace campus.
 - e. Eligibility for Baldwin-Wallace Scholarships.
 - f. Eligibility for all benefits and perquisites of the Baldwin-Wallace Honors Program.