

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 CCMS shall continue to receive the benefits contemplated by this Agreement and the CCMS catalog rights from the term in which they are admitted to CCMS as set forth in Section 1 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 District:
Lindsay S. English, Ph. D.
Interim Vice President, Learning and Engagement
700 Carnegie Avenue
Cleveland, OH 44115

For Cincinnati College of Mortuary Science:
Jack Lechner, Jr.
President
645 W North Bend Road
Cincinnati, OH 45224

With a copy to:
Office of General Counsel and Legal Services
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, OH 44115

With a copy to:
Pamela Donlon
Cincinnati College of Mortuary Science
645 W North Bend Road
Cincinnati, OH 45224

- 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. CCMS will provide the College with information regarding the success of a student transferring to CCMS while utilizing the benefits of this agreement, provided that that student has provided written consent to CCMS to share such information beyond the available directory information. CCMS will participate in exchange of information with the College in all aspects, and during the duration, of the Ohio Department of Higher Education's Reverse Transfer Initiative. For research purposes, the following data will be requested from CCMS:
 - 1.) Date of birth (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

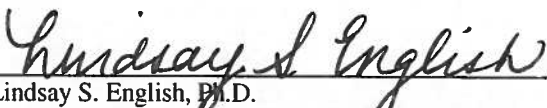
Institutional Research Departments of both institutions will be expected to meet within ninety days of signing of this agreement to determine a process to share information.
- m. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the College's 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.

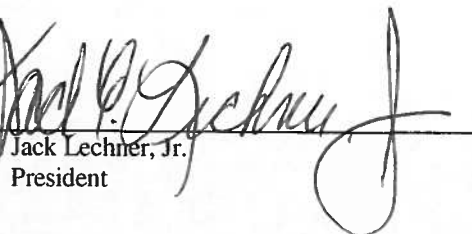
CUYAHOGA COMMUNITY COLLEGE DISTRICT:

**CINCINNATI COLLEGE OF MORTUARY
SCIENCE:**

By:


Lindsay S. English, Ph.D.
Interim Vice President, Learning and Engagement

By:


Jack Lechner, Jr.
President

ATTACHMENT A
To The
Articulation Agreement Dated October 5, 2018
By and Between
Cuyahoga Community College District
and
Cincinnati College of Mortuary Science

Articulation Criteria and Articulation Benefits

1. *The articulation criteria ("Articulation Criteria") are:*
 - a. Completion of an Associate of Arts following Appendix A/Appendix B included in this Agreement.
 - b. CCMS and the College may establish and approve additional Transfer Pathways. 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. Overall cumulative grade point average must be 2.5.

2. *The articulation benefits ("Articulation Benefits") are:*
 - a. Courses listed in an approved Transfer Pathway will apply towards college, university and major requirements for graduation at CCMS.
 - b. Students who transfer to CCMS prior to earning their associate degree will be eligible to participate in reverse transfer.
 - c. Students must complete 62 semester hours and meet all CCMS residency requirements for the degree.

ATTACHMENT B
To The
Articulation Agreement Dated October 5, 2018
By and Between
Cuyahoga Community College District
And
Cincinnati College of Mortuary Science

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Cincinnati College of Mortuary Science 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: 216-987-4806

Cincinnati College of Mortuary Science:

Pamela Donlon
Articulation/Recruitment
Cincinnati College of Mortuary Science
645 W North Bend Road
Cincinnati, OH 45224
P: 513-618-1927
F: 513-761-3333



Associate of Arts to Bachelor of Mortuary Science

2017-2018 Catalog



Suggested Transfer Pathway at Tri-C*

First Semester			Second Semester		
		Credits			Credits
ENG 1010/101H	English Composition I/Honors	3	ENG 1020/102H	English Composition II/Honors	3
Mathematics	Choose from MATH 1100, 1190 or 1410	3	BIO 1100	Intro to Biological Chemistry	3
SOC 1010	Introductory Sociology	3	PSYC 1010/101H	General Psychology/Honors	3
COMM 1010	Fundamentals of Speech Communication	3	Arts/Humanities	Choose one from REL 1010, PHIL 1010, ART 1010, HUM 1010 OR HUM 1020	3
BIO 1050 & 105L	Human Biology & Lab	4	COMM 1000	Fund. of Interpersonal Communications	3
		16			16

Third Semester			Fourth Semester		
		Credits			Credits
BIO 2331	Anatomy & Physiology I	4	ACCT 1020	Applied Accounting	3
PSYC 2020 OR 2040	Life Span Development /Social Psychology	3-4	BADM 2150	Business Law	4
BADM 1020	Introduction to Business	3	SS Elective	Choose from SOC 1020, 2010 OR 2100	3
Art/Humanities	Choose one not already taken from REL 1010, PHIL 1010, ART 1010, HUM 1010 OR HUM 1020	3	Elective choice	Choose one from BADM 1300, BADM 2240, MARK 2010, OR HOSP 1180	2-4
			Elective choice	Choose COMM 2020, PHIL 2010 OR PHIL 2060	3
		14-15			15-17

Associate of Arts Degree Awarded

Tri-C Total Hours: **60-63**

Suggested Degree Plan at Cincinnati College of Mortuary Science

Fifth Semester			Sixth Semester		
		Credits			Credits
SOC311	Social Aspects of Death & Dying	2	SOC322	Professional Relationships in Funeral Service	2
MGT315	Business Law and Ethics	3	SCI328/328L	Restorative Art I and Lab	3
MGT314	Funeral Service Management I	3	MGT324	Funeral Service Management II	3
SCI318	Embalming Microbiology & Pathology	3	SOC321	Historical to Contemporary Funeral Practices	3
SCI316	Embalming Theory I	3	MGT323	Cemetery & Cremation Fundamentals	2
SCI317	Clinical Mortuary Practice I	1	SCI326	Embalming Theory II	3
		15	SCI327	Clinical Mortuary Practice II	1
					17

Seventh Semester			Eighth Semester		
		Credits			Credits
SOC331	Psychology of Grief	3	SOC442	Funeral Aftercare	1
MGT334	Funeral Service Management III	3	SOC441	Death in Media and Literature	1
SCI338/338L	Restorative Art II and Lab	3	MGT443	Disaster Management	2
SCI336	Embalming Theory III	3	SCI446	Gross Anatomy	2
SCI337	Clinical Mortuary Practice III		MGT444	Funeral Service Co-op	6
MGT335	Mortuary Science Capstone		MGT445	Funeral Service Seminar	3
		15			15

CCMS Total Hours: **62**

Bachelor Degree Awarded

Combined Total Hours **123-126**

Appendix B

Transfer Path

**Cuyahoga Community College to
Cincinnati College of Mortuary Science**

<u>Area of Study</u>	<u>CCMS Requirement</u>	<u>CCC Course # & Title</u>
English (6 credits)	Composition I Composition II	ENG 1010 College Composition I ENG 1020 College Composition II
Science/Math (15 credits)	Chemistry w/lab Biology w/lab Anatomy & Physiology I Take one of these:	CHEM 1010 Intro to Inorganic Chemistry (4) BIO 1050/105L Human Biology/Lab (4) BIO 2331 Anatomy & Physiology (4) MATH 1100 Mathematical Explorations MATH 1190 Algebraic & Quantitative Reason or MATH 1410 Elem Probability & Statistics I
Social Science (12-13 credits)	Sociology I Pick one of these: Psychology I Pick one of these:	SOC 1010 Introductory Sociology SOC 1020 Social Institutions or SOC 2010 Social Problems or SOC 2100 Aging & Society PSY 1010 General Psychology PSY 2020 Life Span Development (4) or PSY 2040 Social Psychology
Humanities & Arts (12 credits)	Public Speaking Interpersonal Comm Pick two of these:	COMM 1010 Fund of Speech Communication COMM 1000 Fund of Interpersonal Communication REL 1010 Introduction to Religious Studies or PHIL 1010 Introduction to Philosophy or ART 1010 Art Appreciation or HUM 1020 Individual in Society or HUM 1010 Introduction to Humanities
Business (11 credits)	Business Law Business Management Accounting	BADM 2150 Business Law (4) BADM 1020 Prin of Mngmt & Org Behavior (4) ACCT 1020 Applied Accounting
Electives (4+ credits)	Take two of these:	COMM 2020 Interviewing PHIL 2010 Comparative World Religion BADM 2240 Negotiations BADM 1300 Small Business Management (4) MARK 2010 Principles of Marketing HOSP 1180 Event Planning Essentials (2) PHIL 2060 Business Ethics SOC 2550 Race & Ethnic Relations

60+ semester hours completed at Cuyahoga Community College for transfer to CCMS.