

ARTICULATION AGREEMENT
By and between
Cuyahoga Community College
and
Otterbein University

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on this 8th day of March, 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 Otterbein University (Otterbein) with an address at 1 South Grove St, Westerville, Ohio 43081-2006. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Otterbein is a private Ohio Institution of High Education. The College and Otterbein desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at Otterbein, 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. Otterbein 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 its degrees are accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. The College will notify Otterbein if such accreditation ceases to exist.
- d. Accreditation of Otterbein. Otterbein warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. Otterbein 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-e), Otterbein will consider their applications for admission in accordance with standard ABC 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. 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.
- b. Termination. 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 OU, 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. Post-Termination. Upon expiration or termination of this Agreement for any or no reason, College students previously accepted by or admitted to Otterbein shall continue to receive the benefits contemplated by 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. Sections 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 Otterbein University:

Mark Moffitt
Director, Transfer and Adult Admission
1 South Grove St
Westerville, Ohio 43081-2006

For Cuyahoga Community College District:

Karen Miller
Vice President for Enrollment Management and
Student Affairs
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 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, religion, disability, age, national origin, or color.

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: OTTERBEIN UNIVERSITY:

By: _____
Karen Miller
Vice President for Enrollment Management
and Student Affairs

By: _____
Kathy Krendl
President

**Attachment A
To The
Articulation Agreement Dated March 8, 2012
By and Between
Cuyahoga Community College District
and
Otterbein University**

Articulation Criteria and Articulation Benefits

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

- a. Recognizing the system of preparation afforded by the completion of an Associate of Arts or an Associate of Science, (AA/AS) degree, and in accordance with the Ohio Articulation and Transfer policy, Otterbein University will guarantee admission to the University and afford junior standing to all students that have earned AA/AS degree from Cuyahoga Community College, provided their grade point average is at least a 2.0 for all previous college-level courses.

Students so admitted will be considered for admission to selective programs (majors, minors, or fields of concentration) with the same guidelines that are applied to native Otterbein University students. Students are responsible for understanding and adhering to the selective admission requirement, according to catalog requirements, at Otterbein University.

Students who have not completed their AA/AS degree, or who have earned a cumulative grade point average below a 2.0, or those who have been dismissed previously from another institution will be considered for admission according to admissions policy and standards of the Otterbein University, according to catalog requirements.

- b. Students who have successfully completed an AA/AS degree at Cuyahoga Community College who matriculate at Otterbein University under the terms of this agreement shall be considered to have completed that portion of the Otterbein University general education requirements approved by Otterbein University Curriculum Council that are common to both Cuyahoga Community College and Otterbein University.
- c. Due to curriculum structures and the variability in student enrollment patterns, Otterbein University cannot guarantee that students who transfer under the provision of this agreement will complete all the requirements to graduate from Otterbein University within two years or by earning an additional 90 quarter hours (60 semester hours) at the Otterbein University.
- d. Collegiate level courses completed at Cuyahoga Community College with a “C” or better grade will be accepted for students who transfer with an earned AA/AS degree. It should be noted that the student may be required to retake any course in which s/he received a grade of “C” where there is a higher minimum grade required for all native Otterbein University students pursuing the same academic program. The application of this rule shall be the same for both native Otterbein University students and Cuyahoga Community College transfer students.
- e. All collegiate level courses completed at Cuyahoga Community College with a “C” or better grade, by students who choose to transfer before completing an associate degree, will be accepted toward towards the student’s class standing at Otterbein University. It should be noted that the student may be required to retake any course in which s/he received a grade of “C” where there is a higher minimum grade required for all native Otterbein University students pursuing the same academic program. These credits will also be considered for application to the student’s degree requirements using the same criteria used for native Otterbein University students.

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

- a. All collegiate-level credit transferred from Cuyahoga Community College shall be accepted toward the student’s class standing and shall be articulated to specific Otterbein University courses when possible.
- b. Cuyahoga Community College and Otterbein University will work together to maximize the acceptance and application of transfer credit. Program specific articulation agreements supporting this institutional agreement will outline selective admission requirements, course equivalencies, and other information affecting students who enroll in a particular academic program. These supplemental programmatic articulation arrangements must be consistent with the tenets of this overarching institutional agreement. Students transferring credit outside of programmatic articulation agreements will have the application of transfer credit done on a course-by-course basis by Otterbein University. Ultimately, the acceptance and application of transfer credit is the decision of Otterbein University.