

ARTICULATION AGREEMENT

Between

Cuyahoga Community College

and

Architecture, Construction and Engineering “ACE” Mentor Program of Cleveland

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on this 6th day of March 2024 (the “Effective Date”) by and between Cuyahoga Community College District (the “College”), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Architecture, Construction and Engineering Mentor Program of Cleveland (“ACE”), with an address at c/o Glen Shumate, Construction Employers Association, 950 Keynote Circle, Suite 10, Cleveland, OH 44131. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and ACE is a 501 (c)(3) non-for-profit organization to engage, excite and enlighten high school students to pursue careers in architecture, engineering, and construction through mentoring and to support their continued advancement in the industry. The College and ACE desire to enter into a contract pursuant to which certain ACE students would be permitted to receive College credits, 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. Articulation Criteria and Articulation Benefits are defined on Attachment A.
- b. ACE students who meet the Articulation Criteria will be eligible for the Articulation Benefits; provided that this Agreement does not and is not intended to confer any rights or remedies upon any party other than the College and ACE.

2. *Duties and Warranties of ACE.*

- a. ACE has delivered to the College the current curriculum and content of the ACE program referenced in Appendix A. Neither this curriculum nor this content will change without ACE first giving the College not less than sixty (60) days prior written notice.
- b. Once each academic year, ACE will identify those of its students (the “Potentially Eligible Students”) who meet or who, within six (6) months, may be reasonably expected to meet, Articulation Criteria 1(a) (see Attachment A). Once each academic year, ACE will notify all Potentially Eligible Students of their potential eligibility for the Articulation Benefits, and will encourage them to consider applying to the College.
- c. Once each academic year, ACE will provide a list of all Potentially Eligible Students’ names, postal addresses, and email addresses (to the extent such disclosures are not prohibited by law) to the College. ACE will cooperate reasonably with the College’s efforts to solicit the interest of Potentially Eligible Students in the College.
- d. For each ACE student who applies to the College and seeks Articulation Benefits, ACE will certify and warrant that the student has met the Articulation Criteria (assuming the

student has done so), by submitting the completed Student Form (Exhibit B) and the Officer's Certificate and Warranty Form (Exhibit A).

- e. ACE shall indemnify and hold harmless the College and the College's trustees, agents, officers, and employees from all costs, claims, demands, liabilities, and losses, (including without limitation legal fees and other costs of defense) that arise out of or are alleged to have arisen as a result of breach of this Agreement by ACE.
- f. ACE warrants that it is a 501 (c)(3) non-for-profit organization. ACE covenants that it will immediately notify the College upon learning that such approval no longer exists or will likely cease to exist.

3. *Duties and Warranties of the College.*

- a. For those ACE students who meet Articulation Criteria 1(a-f) and are included in the document called for in Section 2, the College will consider their applications for admission in accordance with standard College admission application evaluation criteria. If such a student is admitted to and becomes a student of the College, the College will make available to such students the Articulation Benefits.

4. *Term and Termination.*

- a. This Agreement will run from the Effective Date until the end of the last day of the Spring 2028 academic term of the College, at which time this Agreement will automatically expire.
- b. Either party may terminate this Agreement with or without cause by providing written notice to the other party, effective upon the later date to occur of (i) the end of the then-current academic term of the College, or (ii) the date that is thirty (30) days after the notice. Either party may terminate this Agreement in the event of a material breach by the other party, effective ten (10) days after providing notice that includes a description of the breach; *provided* that the breaching party shall be allowed said ten (10) days to cure said breach, and if the breach is so cured the termination notice will be of no effect.

5. *Scholarships.*

- a. For students who complete the ACE Program, renewable scholarships are available through College Now Greater Cleveland for students who meet the scholarship criteria and apply for admission to the College. The College may also offer a matching renewable scholarship to qualifying students in identified programs and degrees. See Attachment A for details.

6. *Miscellaneous.*

- a. Curriculum Commitment. This Agreement in no way requires either party to offer any course, curriculum, major, or degree; *provided* that ACE will honor the course and curriculum commitments set forth in Section 2(a).

- b. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.
- c. 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.
- d. 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.
- e. 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.
- f. 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 6(f) and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, or if it is delivered by email, when the recipient, by an email sent to the email address for the sender stated in this section 6(f) or by a notice delivered by another method in accordance with this section 6(f), acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for purposes of this section 6(f) 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):

For Cuyahoga Community College:
 Dr. Lindsay S. English
 Associate Provost
 700 Carnegie Avenue
 Cleveland, Ohio 44115

For ACE Mentor Program of Cleveland:
 Glen Shumate
 ACE Executive Director
 950 Keynote Circle, Suite 10
 Cleveland, OH 44131

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

- g. 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.

- h. Assignment. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section will be null and void.
- i. 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.
- j. Force Majeure. Neither party shall be liable to the other to the extent such party's performance is prevented, delayed or made substantially impracticable as a result of any Force Majeure Event. "Force Majeure Event" means an act of nature, act of God, act of terrorism or the public enemy, war, civil disturbance, military action, epidemic or pandemic, action of a court or public authority, or strike. The party whose performance is prevented, delayed or made substantially impracticable shall promptly notify the other party of the existence of the Force Majeure Event.
- k. 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.
- l. 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.
- m. 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.
- n. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than the College and ACE.
- o. No Unlawful Discrimination. 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 ancestry, genetic information, military status, sexual orientation, gender identity and expression, veteran status, or color.
- p. Promotional Material. 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:**

**ACE MENTOR PROGRAM OF
CLEVELAND:**

Signatures on file

By: _____
Lindsay S. English, Ph.D.
Associate Provost

By: _____
Glen Shumate
ACE Executive Director

Attachment A
To The
Articulation Agreement Dated March 6, 2024
By and Between
Cuyahoga Community College District and ACE Mentor Program of Cleveland

Articulation Criteria and Articulation Benefits

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

- a. Graduate from High School.
- b. Successfully complete the ACE Mentor Program of Cleveland.
- c. Complete a Cuyahoga Community College Application.
- d. Send official final high school transcript to the College.
- e. Request the ACE Mentor Program official sends the completed Student Form (Exhibit B), and the Officer’s Certificate and Warranty (Exhibit A), to the College.
- f. Be admitted to and attend the College no later than 12 months after completion from ACE Mentor Program of Cleveland.

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

- a. Students who meet the Articulation Criteria above will receive 3-6 hours tuition-free transfer credits for college courses. These credits may be applied towards an Associate of Applied Science in Construction Engineering Technology or considered as general elective credits for any associate degree.
 - 1) CNST 1281, Construction Engineering Orientation (3 hours) will be awarded after the first year of ACE Mentor Program completion.
 - 2) CNST XXXX, Construction Elective (3 hours) will be awarded after the second year of ACE Mentor Program completion.
- b. Scholarships are available through College Now Greater Cleveland for students who complete the ACE Program and meet the scholarship criteria. These scholarships are renewable for up to four years as long as the student meets all scholarship criteria and obligations as outlined by College Now Greater Cleveland. Scholarship details, can be found on the ACE Program website: <https://acementor.org/students/scholarships>.
- c. For those students who are awarded a College Now Greater Cleveland Scholarship Cuyahoga Community College may offer additional scholarship money. Students must be admitted to and enrolling in one of Tri-C’s construction, electrical, or mechanical engineering technology programs, or other Tri-C associate of arts, associate of science or associate of applied science programs or workforce development/apprenticeship programs.

ATTACHMENT B

To The
Articulation Agreement Dated March 6, 2024
By and Between
Cuyahoga Community College District
and
ACE Mentor Program of Cleveland

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and ACE Mentor Program 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:

Deborah Benz
Director, Creative Services
Integrated Communications Department
Cuyahoga Community College
Jerry Sue Thornton Center
2500 E. 22nd Street
Cleveland, Ohio 44115
P: 216-987-4665
F: 216-987-4806

ACE Mentor Program of Cleveland:

Glen Shumate
ACE Executive Director
Construction Employers Association
950 Keynote Circle, Suite 10
Cleveland, Ohio 44131
P: 216-398-9860, ext. 204

Exhibit A

Officer’s Certificate and Warranty of ACE Mentor Program of Cleveland

Articulation Agreement Dated March 6, 2024
By and Between
Cuyahoga Community College District
and
ACE Mentor Program of Cleveland

I, Glen Shumate, do hereby certify and warrant that I am duly authorized to sign and deliver this officer’s certificate on behalf of ACE Mentor Program of Cleveland. Cuyahoga Community College District and ACE Mentor Program entered into an Articulation Agreement, which defined certain “Articulation Criteria” for ACE students. On behalf of ACE Mentor Program, the ACE student named below has achieved the Articulation Criteria 1(a-f) as more fully set forth in the Articulation Agreement dated April 30, 2020.

ACE Mentor Program Student Name: _____

Student Address City State Zip

High School: _____

Articulation Criteria Achieved:

Student participation and completion of the ACE’s Mentor Program of Cleveland on

_____, 20____ and, if applicable, _____, 20____
(month) (day) (year) (month) (day) (year)

Student participated for ___one year ___two years (check as appropriate)

For ACE Mentor Program of Cleveland By:

Signature: _____
Glen Shumate, ACE Executive Director

Date

Appendix A

ACE Mentor of Cleveland

Curriculum Guide

Content Description:

ACE is a 501 (c)(3) non-for-profit organization to engage, excite and enlighten high school students to pursue careers in architecture, engineering, and construction through mentoring and to support their continued advancement in the industry. Professionals from all the disciplines in the architecture, engineering, and construction industry will mentor students through a 16 session program, guiding them through an introduction to the professional practices, historical and current developments, and industry trends including Green Building, as the students work through applying their knowledge to hands on activities and development of a response to the annual Request For Proposal. This allows the students to grasp what working professionals react to on a regular basis and provides opportunities to see how all elements of the industry interact and rely upon one another.

Learning Objectives:

Upon completion of the course, the student should be able to:

1. Receive career guidance from active professionals
 - a. Categorize professional associations for the construction industry and recognize the values of these associations.
 - b. Become familiar with local and national Professional Organizations
 - c. Identify skill trades occupations that are required for the construction industry.
 - d. Identify the project participants for construction projects, and their responsibilities.
2. Develop an understanding of the building design and construction industry
 - a. Attain a working understanding of value engineering
 - b. Understand Professional ethics of construction
 - c. Discuss new developments in the construction industry as reported in professional trade journals.
3. Develop an understanding of the workplace
 - a. Be exposed to trends the construction field
 - b. Be exposed to new developments in the construction field
 - c. Behind-the-scenes access to construction sites
 - d. Relate appropriate ethics and practices used in the construction industry, to recognized codes of ethics.
 - e. Conceptualize the phases of construction, and defend the purpose of each phase.
4. Apply knowledge of "Green Building" and "Sustainability" standards utilized by the Construction Industry.
 - a. Recognize trends in the construction industry for "Green Building" and "Sustainability."
 - b. Distinguish issues that affect building design for sustainability.
 - c. Recognize current "Green Building" rating systems used for new construction and major renovations.

- d. Become familiar with the City of Cleveland's Sustainability Program.
 - e. Become familiar with the Cleveland Green Building Coalition, and the U.S. Green Building Council.
5. Create connections to students and professionals
 6. Be introduced to college programs for architecture, engineering, and construction trades.
 7. Become familiar with opportunity for internships and post-college employment
 - a. Understand the potential for Careers in the construction field
 8. Become familiar with opportunity for college scholarships
 9. Engage in presentation and team building skills

Instructional Materials:

PowerPoint presentations, hands-on activities, and professional career speakers

Methods of Instruction:

Lectures, class exercises and discussion, field trips, and hands-on exercises.

By working with real professionals in real work environments, ACE students receive an invaluable hands-on education — they learn to understand the day-to-day workings of a business by living it, experiencing it, not merely reading about it.

Methods of Evaluating Student Progress

As the primary objective of this content is experiential learning, attendance record is the primary evaluation method. This is supplemented by the successful completion of a group project/presentation in response to the annual RFP.

Other Information

Content locations

File sharing