

 **Cleveland Clinic - Law Department**

This page needs to be retained with the Agreement at all times.

COMPANY INFORMATION

CUYAHOGA COMMUNITY COLLEGE DISTRICT
700 CARNEGIE AVENUE
CLEVELAND, OH 44115

CONTRACT INFORMATION

Contract ID: 4248031
Master Agreement Number:
Dept Reference No.:
Contract Description: ARTICULATION AGREEMENT - SCHOOL OF DIAGNOSTIC IMAGING -
CUYAHOGA COMMUNITY COLLEGE
Institute: Education
Submitting Dept: EDUCATION
Contract Amount: \$0
Dept Contact: KERILYN BISTAK

TERM INFORMATION

Effective Date: 3/1/2021
Expiration Date: 5/15/2026
Term Type: Fixed

LEGAL TEAM INFORMATION

Attorney: MARLEINA DAVIS

Paralegal: JANICE LUCKE SMITH

Contract approved as to form for: 4248031
Attorney: DAVIS, MARLEINA
By: Smith, Janice
Date: 3/24/2021 9:16:35 AM

ARTICULATION AGREEMENT
By and Between
Cuyahoga Community College District
and
Cleveland Clinic Health System – East Region d/b/a Euclid Hospital
on behalf of its
Cleveland Clinic School of Diagnostic Imaging
(Radiologic Technology Program)

THIS ARTICULATION AGREEMENT (“Agreement”) is entered into on this 1st day of March 2021 (the “Effective Date”) by and between Cuyahoga Community College District (“College”), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Cleveland Clinic Health System – East Region d/b/a Euclid Hospital, on behalf of its Cleveland Clinic School of Diagnostic Imaging (“Cleveland Clinic”), with an address of 18901 Lake Shore Boulevard, Euclid, Ohio 44119. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Cleveland Clinic is an Ohio nonprofit corporation that offers a Radiologic Technology Program (“RTP”) accredited by the Ohio Department of Health and The Joint Review Committee on Education in Radiologic Technology (“JRCERT”). The College and Cleveland Clinic desire to enter into a contract pursuant to which certain past and present students of its RTP who meet the articulation criteria described in Attachment A (the “Students”) would be eligible for articulated course credits at the College, 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 which is attached hereto and incorporated by reference.
- b. Articulation Benefits to Students. The College shall provide the Articulation Benefits set forth in Section 2(a-f) of Attachment A at no charge to Students.
- 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 Cleveland Clinic if such accreditation ceases to exist, is reduced to probationary status, or altered in any way to include less than complete and unrestricted status.
- d. Accreditation of RTP. Cleveland Clinic warrants that its RTP is accredited by the Ohio Department of Health and JRCERT. Cleveland Clinic shall notify the College if such accreditation ceases to exist, is reduced to probationary status, or altered in any way to include less than complete and unrestricted status.
- e. Admissions Processing. For those Students who meet the Articulation Criteria described in Section 1(a-k) of Attachment A, the College shall consider the applications for admission in accordance with standard College admission application evaluation criteria, while favorably recognizing Students’ accomplishments at Cleveland Clinic’s RTP.
- 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 shall run from the Effective Date until the later date to occur of the last day of the spring 2026 academic term of the College or May 15, 2026, at which time this Agreement will expire unless renewed or extended in writing by both parties.

- 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 admission’s application and review period of College, 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.
 - ii. Either party may terminate this Agreement at any time for any or no 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 or no reason, Students previously accepted by or admitted to the College under the terms of this Agreement shall continue to receive the benefits contemplated by this Agreement.

3. *Miscellaneous.*

- a. Severability. If any Section or provision of this Agreement is held to be 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. The parties to this Agreement each specifically consent to exclusive jurisdiction in an Ohio court in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof.
- d. Survival. Section 2(c) and this Section 3 shall 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 shall be effective when received in accordance with this Section 3(e) and must be given in writing, pre-paid postage, by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following addresses (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 District:

Lindsay English, Ph.D.
 Vice President
 Learning and Engagement
 Cuyahoga Community College
 700 Carnegie Avenue
 Cleveland, Ohio 44115

With a copy to:

Office of Legal Services
 Cuyahoga Community College
 700 Carnegie Avenue
 Cleveland, Ohio 44115-2878

For Cleveland Clinic:

Mari Knettle, DPT, Ed.D.
 Associate Staff, Education Institute
 Director, Center for Health Sciences Education
 Assistant Professor of Medicine, Lerner College
 of Medicine of CWRU
 Center for Health Sciences Education
 Cleveland Clinic NA24
 9500 Euclid Avenue
 Cleveland, Ohio 44195

With a copy to:

Law Department
 The Cleveland Clinic Foundation
 3050 Science Park Drive, AC321
 Beachwood, Ohio 44122

- 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 shall 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 shall 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 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. Cleveland Clinic will provide upon request a list of RTP graduates to College following each graduation or awarding of certification, diploma, or document of completion, while complying with the Family Educational Rights and Privacy Act and Gramm-Leach-Bliley Act of 1999. The College will provide Cleveland Clinic with information regarding the success of Students transferring to the College while utilizing the benefits of this Agreement.
- m. Use of Name. Neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. College may refer to the affiliation with Cleveland Clinic in the College course catalog and in other public information materials regarding the RTP. Cleveland Clinic reserves the right to review and request modification of the College's reference to Cleveland Clinic as necessary. Cleveland Clinic may refer to the affiliation with the College in its brochures and other public information materials having to do with the RTP, with the provision that all promotion and advertising of the Agreement must conform to the statement approved by the College's Marketing & Communications Department (see Attachment B).

[SIGNATURES ARE ON FOLLOWING PAGE]

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:

**CLEVELAND CLINIC HEALTH SYSTEM – EAST
REGION D/B/A EUCLID HOSPITAL:**

By: Lindsay S. English

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

By: Mari Knettle

Mari Knettle, DPT, Ed.D
Associate Staff, Education Institute
Director, Center for Health Sciences Education
Assistant Professor of Medicine, Lerner College of
Medicine of CWRU

Date: 04/19/2021

Date: March 24, 2021

Attachment A
to the
Articulation Agreement Dated March 1, 2021
By and Between
Cuyahoga Community College District
and
Cleveland Clinic Health System – East Region d/b/a Euclid Hospital
on behalf of its
Cleveland Clinic School of Diagnostic Imaging
(Radiologic Technology Program)

Articulation Criteria and Articulation Benefits

1. *The standard articulation criteria (“Articulation Criteria”) to pursue an Associate of Applied Science (AAS) degree in Radiography at College (the “Degree”) are:*
 - a. In order to receive the benefits of this Agreement, Students of Cleveland Clinic’s Radiologic Technology Program (RPT) must have graduated from the RPT in the summer of 2011 or later. Students must have completed MA 1020, Medical Terminology and the mathematics requirement for the Degree, subject to the provisions of Section 1.b.
 - b. Students graduating from the RTP will be required to complete MATH-1240 or higher. MATH-1280 completed prior to Fall 2016 and MATH-1270 completed prior to Summer 2017 are not acceptable as they will not meet the College math requirements for graduation after Summer 2021.
 - c. Students must complete all required courses and receive a certificate of completion from Cleveland Clinic’s RTP.
 - d. Grades and individual course credits will not transfer as equivalent credits to the College. Courses completed at the RTP will transfer as Articulated Credit (“AC”) and will satisfy course requirements for the Degree.
 - e. Completion of College’s admission application.
 - f. Submission of an official RTP transcript.
 - g. Students will not be admitted to College’s Radiography Program, but will have the Associate of Applied Science (AAS) degree in Radiography designated as the degree goal.
 - h. Students will be required to have completed the following courses prior to graduation from the College and all credits must be earned at the College or be earned at an institution with regional accreditation and reviewed for acceptability and transferability by the College.
 - 1.) Anatomy and Physiology for Diagnostic Medical Imaging (BIO 1221) (BIO 2331, Anatomy and Physiology I and BIO 2341, Anatomy and Physiology II together may substitute for BIO 1221)
 - 2.) College Composition I or Honors class (ENG 1010 or ENG 101H)
 - 3.) College Composition II or Honors class (ENG 1020 or 102H)

- 4.) Medical Terminology I (MA 1020)
- 5.) Mathematics requirement as stated in Sections 1.a and 1.b.
- 6.) General Psychology or Honors class (PSY 1010 or PSY 101H)

- i. Students must meet all of College's residency and graduation requirements to be awarded the AAS degree in Radiography.
- j. Students must matriculate to the College within twenty-four (24) months of College's receipt of Student's official transcript from RTP.
- k. The RTP's Program Director will notify the College's Radiography Program Director and the Associate Dean of Health Careers of any and all intended program changes in the RTP a minimum of one semester prior to making the change. Any change that would impinge upon certification requirements may result in immediate review and alteration of the articulated credits as shown in this Agreement.

** NOTE: RTP students who have not completed sufficient credits for award of the RTP completion certificate will not receive the benefits of this articulation agreement. Such students, if interested in transfer, will be required to meet all admission requirements for the Associate of Applied Science degree in Radiography. Students should meet with the Radiography Program Director and discuss any request for comparable credit for classes completed at RTP.*

2. The articulation benefits ("Articulation Benefits") are:

- a. Courses completed at the RTP with an award of certification or other designation of completion will receive articulated credit for the Degree as noted in Amendment 1 attached hereto.
- b. For award of Degree, Students will be required to satisfy all non-articulated course requirements as noted in the program sequence or transferred from another regionally accredited college or university and approved by College.
- c. Students will receive catalog rights from the time of admission into the College **after completing** the RTP and matriculation at the College as would College's native students.
- d. Advising provided for registration and degree requirement completion for Students electing to matriculate at the College.
- e. Eligibility and information for financial support would be available from RTP and the College's Office of Financial Aid.
- f. Articulated courses and grades will not be used to calculate status for GPA or honors at graduation.

ATTACHMENT B

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's Marketing & 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's Marketing & 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's name, or refer to the Agreement; but, must prominently state (in bold print in a conspicuous location on printed materials) the following:
 - a. Termination date of the Agreement.
 - b. Degrees within the Agreement.
 - c. 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.

AMENDMENT 1

The courses awarded Articulated Credit (AC) from completion of the RTP Certificate Program at Cleveland Clinic will fulfill the College requirements as noted below:

RTP completion prior to fall 2016 semester:		RPT completion fall 2016 semester and later:	
Course	Credits	Course	Credits
BIO 2200	2	BIO 2200	2
DMS 1351	1	DMS 1351	1
RADT 1300	4	RADT 1300	4
RADT 1400	3	RADT 1400	3
RADT 1350 or 1351	3	RADT 1351	3
RADT 1410	3	RADT 1410	3
RADT 2400	3	RADT 2401	2
RADT 2350	3	RADT 2350	3
RADT 2361	2	RADT 2362	1
PHYS 2250	4	PHYS 2250	4
RADT 1911	7	RADT 1911	7
RADT 2911	7	RADT 2911	7
RADT 2921	5	RADT 2921	5
Total AC	47	Total AC	45

The following courses will need to be completed at the College:

BIO 1221, Anatomy and Physiology for Diagnostic Medical Imaging
or
BIO 2331 and 2341, Anatomy and Physiology I and II

ENG 1010, College Composition I
or
ENG 101H, Honors College Composition I

ENG 1020, College Composition II
or
ENG 102H, Honors College Composition II

MA 1020, Medical Terminology I

MATH 1240, Contemporary Mathematics or Higher
MATH 1280 completed prior to Fall 2016 and MATH 1270 completed prior to Summer 2017 are not acceptable as they will not meet College math requirements for graduation after Summer 2021.

PSY 1010, General Psychology
or
PSY 101H, Honors General Psychology

Specific grade requirements may be applicable in particular courses.

If Student transfers to another Health Sciences program at College or to another institution, additional coursework will be required and RTP Articulated Credits may not be used to fulfill program requirements or as articulated course credit.