MEMORANDUM OF UNDERSTANDING

By and Between Cuyahoga Community College District and

Workforce, Community, and Economic Development Division (WCED), A Division of Cuyahoga Community College Ohio EMT or Firefighter EMS Certificate

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into on this 19th day of December 2022 (the "Effective Date") by and between Cuyahoga Community College District (the "College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Workforce, Community, and Economic Development Division ("WCED"), with an address at 7029 Homewood Ave, Parma Heights, Ohio 44130. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and WCED is a Division of Cuyahoga Community College offering certificate and professional programs. The College and WCED desire to enter into a contract pursuant to which certain coursework completed at WCED, would transfer as College credits, according to the terms contained in this MOU.

ACCORDINGLY, in consideration of the promises and mutual covenants contained in this MOU, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Description of Memorandum of Understanding.

- a. MOU Criteria and MOU Benefits are defined on Attachment A.
- b. WCED students who meet the MOU Criteria will be eligible for the MOU Benefits; *provided* that this MOU does not and is not intended to confer any rights or remedies upon any party other than the College and WCED.
- c. This MOU is not exclusive, and either party may enter into similar agreements with any other party.

2. Duties and Warranties of WCED.

- a. WCED has delivered to the College the current curriculum of WCED program(s) referenced on <u>Attachment A.</u> This curriculum will not change without WCED first giving the College not less than 60 days prior notice.
- b. Once each academic term, WCED will identify those of its students (the "Potentially Eligible Students") who meet or who, within six months, may be reasonably expected to meet, MOU Criteria 1a (see Attachment A). Once each academic term, WCED will notify all Potentially Eligible Students of their potential eligibility for the MOU Benefits, and will encourage them to consider applying to the College.
- c. Once each academic term, WCED 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. WCED will cooperate reasonably with the College's efforts to solicit the interest of Potentially Eligible Students in the College.
- d. For each WCED student who applies to the College and seeks MOU Benefits, WCED will certify and warrant that the student has met the MOU Criteria (assuming the student has done so), using a document in the form attached as Exhibit A.
- e. For each of WCED students who apply to the College, WCED will deliver to the College the student's Certificate of Completion promptly after receiving a request to do so.
- f. WCED warrants that it is accredited according to the standards for an accredited Ohio EMT/Firefighter Certificate program. WCED covenants that it will immediately notify the College upon learning that any of its accreditations no longer exists or will likely cease to exist.

3. Duties and Warranties of the College.

For those WCED students who meet Articulation Criteria 1(a,) and are included in the document called for in Section 2(d. and e.), 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 MOU Benefits. (No special admission preference will be given to WCED students.)

4. Term and Termination.

- a. This MOU will run from the Effective Date until the end of the last day of the Spring, 2026 academic term of the College, at which time this MOU will automatically expire.
- b. Either party may terminate this MOU with or without cause by providing 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 30 days after the notice. Either party may terminate this MOU in the event of a material breach by the other party, effective 10 days after providing notice that includes a description of the breach; *provided* that the breaching party shall be allowed said 10 days to cure said breach, and if the breach is so cured the termination notice will be of no effect.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this MOU 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 MOU as of the Effective Date.

CUYAHOGA COMMUNITY COLLEGE DISTRICT:

WORKFORCE, COMMUITY, AND ECONOMIC DEVELOPMENT:

Lindsay S. English, Ph.D.

Assistant Provost /Vice President, Learning &

Engagement

By: Shana Marbury
Shana Marbury

Executive Vice President, Workforce, Community, and

Economic Development

Attachment A To the Memorandum of Understanding (MOU)Dated December 19, 2022 By and Between Cuyahoga Community College District And

Workforce, Community, and Economic Development, A Division of Cuyahoga Community College

MOU Criteria and MOU Benefits

Tri-C has entered into a cooperative agreement with Workforce, Community, and Economic Development (WCED) to equate learning experiences to Tri-C coursework. Students who have completed these programs and meet the criteria of the agreement are guaranteed transfer credit.

1. The MOU criteria ("MOU Criteria") are:

- a. State of Ohio certification as an EMT and/or Firefighter indicating the completion of (partial completion of this list of courses may result in a reduced number of credit hours):
 - EMT 1302 EMT Basic
 - EMT 130L EMT Practical Lab
 - EMT 1310 Cardiopulmonary Resuscitation
 - EMT 1320 Heavy Rescue
 - EMT 1330 Defensive Driving
 - FIRE 1100 Principles of Emergency Services
 - FIRE 1200 -- Principles of Fire and Emergency Services Safety and Survival
 - FIRE 1500 Fire Behavior and Combustion
 - FIRE 2321 Fire Protection Systems
- b. Submission of the College standard application for admission **and acceptance to the College,** in accordance with the general rules governing submission of such applications. (No special admission preference will be given to WCED students).
- c. Delivery to the College of Ohio Certificate of Certification as an EMT and/or Firefighter to complete the form in Exhibit A.

2. The MOU benefits ("MOU Benefits") are:

Dependent upon courses completed and State certification, students meeting the MOU Criteria may be awarded a total of up to 20 credit hours (Seven (7) for EMT and thirteen (13) for Firefighter II).

Exhibit A To The

Memorandum of Understanding dated December 19, 2022

By and Between

Cuyahoga Community College

And

Workforce, Community, and Economic Development (WCED), A Division of Cuyahoga Community College WCED Student's Certificate

Ohio EMT or Firefighter Certificate Program

1. To be completed by W	CED:		
(name) do herby certify and warrant that I am the			
		nat I duly authorize to sign and	
students' certificate on beha	olf of WCED. I further certify	and warrant that	
	_	nter Program from WCED, then	reby meeting the
Memorandum of Understan	ding (MOU) Criteria on Attac	hment A 1 (a) as more fully set	forth in the
MOU By and Between Cuyo	ahoga Community College and	WCED dated	
MOU Criteria Achieved: (Completion of the Ohio EMT	or Firefighter Certificate Progra	am on
Signed this day o	f:		
Signature:			
2. To be completed by St	udent:		
I authorize WCED to releas my Certificate of Ohio Certi		yahoga Community College an	d will provide
Student Signature	Date	Student Number	
Student Name (Print)		Student Phone Number	
Student Address	City	State	ZIP