

**COMPLETION TRANSFER PATHWAYS
MASTER SERVICE AGREEMENT
between
CUYAHOGA COMMUNITY COLLEGE
and
BOWLING GREEN STATE UNIVERSITY
for
ASSOCIATE OF ARTS, ASSOCIATE OF SCIENCE, ASSOCIATE OF APPLIED SCIENCE, AND ASSOCIATE
OF APPLIED BUSINESS DEGREE COMPLETION TRANSFER**

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 2nd day of March, 2020 (the "Effective Date") by and between Cuyahoga Community College District (the College), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Bowling Green State University ("BGSU"), with an address at 1001 East Wooster Street, Bowling Green, OH 43403. The College and BGSU are institutions of higher education established pursuant to Section 3354 or 3341 respectively of the Ohio Revised Code. The College and BGSU (either or both of which may hereinafter be referred to respectively as "Party" or "Parties") desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at BGSU, 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. BGSU 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 it is accredited by the Higher Learning Commission. The College will notify BGSU in writing within 30 days if such accreditation ceases to exist.
- d. Accreditation of BGSU. BGSU warrants that it is accredited by the Higher Learning Commission. BGSU will notify the College in writing within 30 days if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria 1(a-e), BGSU will consider their applications for admission in accordance with standard BGSU admission application evaluation criteria.
- f. Non-Exclusivity. This Agreement is not exclusive, and either Party may enter into similar agreements with any other Party.
- g. Advising. Upon execution of this agreement, BGSU will work with the College to develop strategies to provide College students and graduates timely information about program opportunities and program requirements. Transfer Pathways/Degree Plans will be published and reviewed as needed.
- h. Transfer Pathway Review. Transfer degree pathways will be reviewed and published annually. BGSU and the College will each identify a staff member to serve as a contact to assure continued communication between the two institutions on matters relating to this agreement and to review transfer pathways.
- i. Program-specific admission requirements. Admission and academic requirements for specific baccalaureate degrees are exclusively the responsibility of BGSU and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that BGSU units may establish and amend from time to time, providing that changes remain in conformity with any specific amendments to this contract which may be agreed to, in written form, by the parties, during the term of this Agreement.

2. *Term and Termination.*

- a. Term. This Agreement will run from the Effective Date and shall automatically expire on the last day of the 2023 Spring term of the College or May 26, whichever comes first.
- 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 admissions application and review period of BGSU, or (ii) the date that is 90 days after a written 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.
 - iii. The parties agree to notify each other in writing within 30 days of significant findings or changes in programmatic or institutional accreditation status.
- c. Post-Termination. Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to BGSU shall continue to receive the benefits contemplated by this Agreement and the BGSU catalog rights from the term in which they are admitted to BGSU as set forth in Section 2 of Attachment A.

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 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 an Ohio state court of competent jurisdiction.
- 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 delivered 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.
Vice President, Learning and Engagement
700 Carnegie Avenue
Cleveland, OH 44115

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

For Bowling Green State University:
Joe B. Whitehead, Jr. Ph.D.
Provost and Senior Vice President for
Academic Affairs
230 McFall Center
Bowling Green, OH 43403

Office of General Counsel
308 McFall Center
Bowling Green, OH 43403

- 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 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, including Attachments A and B which are incorporated herein by reference, 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; Diversity and Inclusion Efforts. The Parties will comply with all applicable laws and regulations in performing their actions hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each Party agrees that it will foster a diverse and inclusive environment and strongly encourage applications from women, minorities, veterans, and individuals with disabilities regardless of age, gender identity, genetic information, religion, or sexual orientation. Each party agrees that it will not 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. Any exchange of student data, other than what has been specified in the MOU Dual (Joint) Admission Agreement (formerly known as "Falcon Express") listed below between the College and BGSU, must be jointly determined and agreed upon by representatives of both institutions and in compliance with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. An example of such data sharing could include, but is not limited to, BGSU providing the College with information about the academic success of students who have transferred to BGSU as part of the Dual Admission agreement. Representatives of both parties will be expected to meet as needed to discuss and update administrative processes impacted by this agreement.
- Statement regarding data exchange from MOU Dual (Joint) Admission Agreement (9/1/2017):
- TRI-C will provide academic transcripts to BGSU at least two times per year.
 - Falcon Express students who enroll at BGSU before completing an associate degree at TRI-C will have their BGSU transcripts sent to TRI-C upon TRI-C's request, for the purpose of awarding an associate degree by TRI-C (reverse transfer).
 - Upon request, and to support post-secondary education of Falcon Express applicants from TRI-C who do not meet BGSU admission requirements, BGSU will provide TRI-C with names and other information of denied applicants who live in designated TRI-C markets.
- m. All formal 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:**

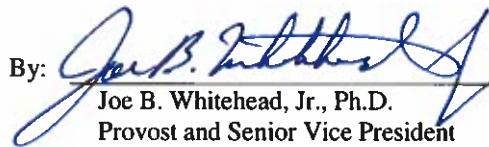
BOWLING GREEN STATE UNIVERSITY:

By:



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

By:



Joe B. Whitehead, Jr., Ph.D.
Provost and Senior Vice President

ATTACHMENT A
to the
Articulation Agreement Dated March 2, 2020
By and Between
Cuyahoga Community College District
and
Bowling Green State University

Articulation Criteria and Articulation Benefits

1. *The articulation criteria ("Articulation Criteria") are:*
 - a. Completion of an Associate of Arts, Associate of Science, Associate of Applied Science or Associate of Applied Business degree.
 - b. BGSU and the College will establish and approve major/program Transfer Pathways using a sample template such as Appendix A or similar accepted format. 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. Associate degree should include completion of gateway (prerequisite) coursework and required math course for students intended major whenever possible, as shown on Transfer Pathway.
 - d. The associate degree should include completion of all coursework for student's intended major, as shown on the applicable Transfer Pathway.
 - e. BGSU will make course equivalencies available publically and to the College.
 - f. In order to earn a baccalaureate degree from BGSU, students must:
 - i. Earn a minimum of 122 semester hours of credit.
 - ii. Complete at least 30 credit hours at BGSU.
 - iii. Complete specific courses at BGSU that are integral to the degree, as identified in the checksheet for the major (e.g., capstone courses or similar culminating experience).
 - iv. Earn an accumulative grade point average of at least 2.0 ("C" average) for all coursework attempted.
 - v. Complete BG Perspective requirements, including completion of the first-year English composition sequence.
 - vi. Complete at least 40 hours of courses numbered 3000 and above.
 - vii. Satisfy all requirements of the academic college in which the degree is offered.
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 BGSU unless noted.
 - b. All course equivalencies as determined by BGSU faculty and in which the student has received a grade of "D" or better will transfer to BGSU toward major, minor and core requirements with the completion of the Associate of Arts, Associate of Science, Associate of Applied Science or Associate of Applied Business degrees, when applicable. Students may be required to retake courses if a "C" or better is required.
 - c. Students who complete all of the degree requirements in the Associate of Arts, Associate of Science, Associate of Applied Business, and Associate of Applied Science degree as listed in an approved Transfer Pathway will be admitted to BGSU. Admission to a particular program may require additional requirements and/or cumulative GPA > 2.0.
 - d. BGSU will award credit for all non-remedial courses completed at the College with D grades or higher if earned as part of the associate degree.

- e. Students can apply/will be considered for transfer scholarships for which they qualify.
- f. To help ensure seamless transfer, BGSU advising staff, with the assistance of the College's Transfer Specialists and Counseling Departments, will be available to meet with prospective students in person or virtually.

ATTACHMENT B
To The
Articulation Agreement Dated March 2, 2020
By and Between
Cuyahoga Community College District
And
Bowling Green State University

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Bowling Green State University 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

Bowling Green State University:

Dave Kielmeyer
Chief Marketing & Communications Officer
Marketing & Communications
517 Administration Building
Bowling Green, Ohio 43403
P: 419-372-5857



SAMPLE ONLY
Appendix A
Degree Plan/Pathway
Associate of _____ to Bachelor of _____ in

Suggested Transfer Pathway at Tri-C (2+2, readjust for 3+1)

First Semester		Credits	Second Semester		Credits
ENG 1010/101H	English Composition I/Honors	3	ENG 1020/102H	English Composition II/Honors	3

Third Semester		Credits	Fourth Semester		Credits

Associate of Arts Degree Awarded Total Hours:

Suggested Degree Plan at Bowling Green State University

Fifth Semester		Credits	Sixth Semester		Credits

Seventh Semester		Credits	Eight Semester		Credits

Bachelor of Arts Degree Awarded Total Hours:

This Transfer Pathway completes the Associate of Arts/Science degree, which must total at least 60 semester credits and includes 36-40 credits of the Ohio Transfer Module (OTM), which are approved Tri-C general education requirements. OTM details can be found at <https://www.ohiohighered.org/transfer/transferringmodule>.

This Transfer Pathway represents one example of how to complete an associate and bachelor degree. Students should work closely with advisors at both institutions to discuss options. Students should work with a (XXX) advisor to identify a (minor or a second major/etc.). A (XXX) advisor can also assist students with developing a graduation plan for full- or part-time study.

***Course sequence may change based on the individual needs of the student and schedule type required.**

**** Students should complete the following mathematics course as part of the AA degree prior to transferring: MATH (???)**

The following courses should be selected as part of the AA: (List courses, if any, here.)

Examples: Is there a Foreign Language Requirement? It could be a requirement for admission to, or for the degree at, the four-year institution.

Electives typically are best decided by the four-year partner school to meet institutional general education, major, prerequisite and/or degree requirements (Historical Reasoning, Diversity, etc.)

(List Benefits here)

Example: This program awards maximum credit for an associate degree from Cuyahoga Community College, streamlining completion of a bachelor's degree from (XXX) University. A maximum of 62 credits transfers to (XXX) from Tri-C for your AA degree, fulfilling most of the (XXX) core requirements.

All students must complete:

- A minimum of (?) semester credits (combined Tri-C and (XXX))
- Meet all residency requirements ((?) credits for (XXX), plus major and minor residency)-**depends on 4-year requirements**
- An Experiential Learning requirement (Ex.: internship, field experience, community service)- **depends on 4-year requirements**

Course List A - recommended elective choices:

(List courses here, if any)

NOTES: In some cases, we realize a student might have to take coursework during the summer to meet prerequisites to start their junior year. Just include on the other side as a summer term and make notation on this side of the rationale.

Also, use TAG courses as able.

This information is provided by both institutions solely for convenience and expressly disclaims any liability which may otherwise be incurred. This is neither a contract nor an offer to make a contract. While every effort has been made to ensure the accuracy of the information, each institution reserves the right to make changes at any time with respect to course offerings, degree requirements, services provided, or any other subject addressed herein.

See ATTACHMENT A in "Completion Transfer Pathways Articulation Agreement" for Criteria and Benefits