

INSTITUTIONAL ARTICULATION AGREEMENT BETWEEN  
CLEVELAND STATE UNIVERSITY  
AND  
CUYAHOGA COMMUNITY COLLEGE DISTRICT

**THIS AGREEMENT** (the “Agreement”) is entered into as of this 6<sup>th</sup> day of May, 2019 (the “Effective Date”) by and between **Cuyahoga Community College District** (“Tri-C” or “Cuyahoga Community College”), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878 and **Cleveland State University** (“CSU”), with an address at 2121 Euclid Avenue, Cleveland, Ohio 44115. Cleveland State University and Cuyahoga Community College District recognize the need to facilitate the transfer of students from Cuyahoga Community College to Cleveland State University to pursue and achieve their educational goals.

**It is understood by both parties** that Cuyahoga Community College is a state community college created pursuant to O.R.C. Chapter 3354 and Cleveland State University is an Ohio institution of higher education established pursuant to Section 3344 of the Ohio Revised Code. Both institutions are subject to certain applicable federal, state and local laws, including the Ohio Ethics Law, R.C. 102.03 and 102.04, and the Ohio Public Records Act, R.C. 149.43, *et seq.* Any record kept by Cuyahoga Community College and Cleveland State University that is deemed a public record is subject to release if a proper request is made. Both institutions are committed to, and will adhere to, applicable laws, regulations, policies, and guidelines effective after the date of this Agreement.

This agreement is contingent upon the availability of sufficient appropriated funds and the College Treasurer’s certification that such funds are available as required pursuant to the O.R.C. 3357.10

In an effort to ease the transfer process and to promote the closer coordination of academic courses, programs and degrees offered by our institutions, we do hereby enter in to the following institutional articulation agreement, in accordance with the guidelines and recommendations of the Ohio Articulation and Transfer Policy (HB 95).

**ACCORDINGLY**, in consideration of the foregoing, of the other 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:

**A. Admission and Requirements and Processes**

1. Transfer students shall be subject to the catalog in force at the time of their admission to the receiving institution and to any revisions that occur after its publication and prior to their enrollment. Once admitted, transfer students shall be subject to the same regulations governing applicability of catalog requirements (including, but not limited to major, GPA, graduation, and/or residency requirements, policies, procedures, and standards) as native students. Furthermore,

transfer students shall be accorded the same class standing and other privileges as native students on the basis of the number of credits earned.

2. Recognizing the system of preparation afforded by the completion of an **ASSOCIATE OF SCIENCE (AS)** degree, Cleveland State University will guarantee admission to the college/university to all students who have earned an AS degree from Cuyahoga Community College.

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 Cleveland State University students. Students are responsible for understanding and adhering to the selective admission requirements, according to catalog requirements, at Cleveland State University.

Students who have been dismissed previously from another institution, or those who respond affirmatively to the criminal history item on the Cleveland State University application for admission will be considered for admission pursuant to the admissions policy and standards of the Cleveland State University, according to catalog requirements.

#### **B. Transfer Credit**

1. For students who have earned an Associate of Science degree from Cuyahoga Community College, the following general education categories will be considered met: English Composition, Mathematics/Quantitative Literacy, Arts & Humanities (including the non-US/ALAAME requirement), Social Science (including the non-US/ALAAME requirement), Natural Science (including the lab requirement) and Social Diversity. Students would still be required to take at least two Writing across the Curriculum (WAC) courses (including one in the major) and complete a Capstone Experience in the major. The WAC and Capstone Experience requirements are typically met with upper-division courses.
2. While all of the credits applied toward the Associate of Science degree at Cuyahoga Community College may not have been earned through coursework at Cuyahoga Community College, the Associate of Science degree will be honored and this agreement will apply. As long as all credits making up the Associate of Science degree were earned at institutions with appropriate regional accreditation, qualifying students will receive a minimum of 60 credits of general education and lower-division elective credit.
3. This agreement applies specifically to the Associate of Science degree. Other degrees do not fall under this agreement. Transfer coursework will be evaluated only on a course-by-course basis for students holding other degrees.
4. This policy does not apply to students with an initial Cleveland State University entry term prior to Spring 2016. Transfer coursework will be evaluated on a course-

by-course basis for students entering Cleveland State University for the first time prior to Spring 2016.

5. Due to curriculum structures and the variability in student enrollment patterns, Cleveland State University cannot guarantee that students who transfer under the provision of this agreement will complete all the requirements to graduate from Cleveland State University within two years or by earning an additional 60 credits at Cleveland State University.
6. Cleveland State University will provide Cuyahoga Community College with course equivalency information regarding Cuyahoga Community College courses and their Cleveland State University equivalents. Cleveland State University undertakes to develop and maintain transfer guides, detailing course equivalency information that will be readily accessible to Cuyahoga Community College students, faculty and staff on the CSU website.
7. Cuyahoga Community College will provide Cleveland State University with the names and contact information of Cuyahoga Community College students who have expressed an interest in transferring during the following academic year, annually no later than November 1.
8. All collegiate-level credit transferred from Cuyahoga Community College shall be accepted toward the student's class standing and shall be articulated to specific Cleveland State University courses when possible. Cuyahoga Community College Office of Articulation, Transfer, and Alternative Credit and Cleveland State University's Office of the University Registrar will work together to maximize the acceptance and application of transfer credit.
9. 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 Cleveland State University's Office of the University Registrar. Ultimately, the acceptance and application of transfer credit is the decision of Cleveland State University.
10. CSU will award credit for all college-level courses completed at Cuyahoga Community College with D grades or higher earned in Fall 2005 or later. D grades earned prior to Fall 2005 will be awarded credit only if they were earned as part of a completed Associate of Arts or Associate of Science degree. Credits must have been earned at an institution with the appropriate regional accreditation. Acceptance of credits does not guarantee that transfer courses automatically meet course and/or program requirements for graduation. Students must review individual course and program requirements with their academic advisor to

determine whether transfer courses will count toward graduation. Only courses completed at CSU will be used to calculate the CSU cumulative GPA.

**C. Financial Aid and Scholarships**

Federal regulations mandate that financial aid can be disbursed to a student by only one institution during any given term. Financial aid eligibility through Cuyahoga Community College terminates when the student completes his/her Cuyahoga Community College degree and commences working upon a degree program at Cleveland State University.

**D. Marketing**

1. Cuyahoga Community College is hereby granted a limited, non-exclusive, non-transferable license to use the Cleveland State University name, tradenames, trademarks, and logos during the term of this Agreement for the sole purpose of promoting this Agreement and Cleveland State University programs in accordance with this Agreement.

Cleveland State University is hereby granted a limited, non-exclusive, non-transferable license to use Cuyahoga Community College's name, tradenames, trademarks, and logos during the term of this Agreement for the sole purpose of marketing to the Cuyahoga Community College student population about this Agreement and Cleveland State University's programs in accordance with this Agreement.

2. Marketing will be coordinated by University Marketing at Cleveland State University and Integrated Communications department at Cuyahoga Community College. All printed materials and web content will be mutually agreed upon prior to publication.

**E. Term and Termination**

1. This Agreement will run from the Effective Date until the end of the last day of the Spring 2024 academic term of Cuyahoga Community College or of Cleveland State University (whichever comes last), at which time this Agreement will automatically expire unless extended in writing signed by both parties prior to termination.
2. Either party reserve the right to terminate this Agreement in the event of a material breach by the other party, effective upon 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.

3. Upon expiration or termination of this Agreement for any reason, Cuyahoga Community College transfer students previously accepted by or admitted to CSU shall continue to receive the benefits contemplated by this Agreement.

**F. Miscellaneous.**

1. 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.
2. Notices. All notices or other written communications relation to termination, expiration, or legal matters required or permitted under this Agreement shall be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested to either party at its address first set forth above with 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

For Cleveland State University:  
Jianping Zhu Ph.D.  
Provost/Senior VP for Academic Affairs  
2121 Euclid Avenue  
Cleveland, OH 44115

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

With a copy to:  
Office of General Counsel  
Cleveland State University  
2121 Euclid Avenue, AC 327  
Cleveland, OH 44115

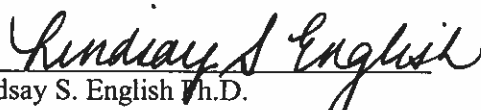
3. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended on via a writing signed by both parties.
4. Survival. Sections E (3) and this Section F shall survive expiration or termination of this Agreement for any reason.
5. 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.
6. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement.

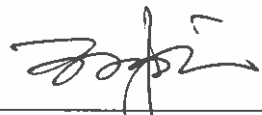
7. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than Cuyahoga Community College and Cleveland State University.
8. Facsimile Signatures. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
9. Neutral Interpretation. This Agreement has been prepared for signature only after each party has had sufficient opportunities to negotiate changes. Each party has been represented by its own lawyer, has had sufficient opportunities to consult with that lawyer, and has done so. The parties agree that this contract should be understood and interpreted as a documents fully negotiated and accepted by the parties, and should not be construed against the drafting party.

**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 STATE UNIVERSITY**

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

  
\_\_\_\_\_  
Jianping Zhu Ph.D.  
Provost and Senior Vice President for  
Academic Affairs

5/28/2019  
Date

5/15/19  
Date