

ARTICULATION AGREEMENT
Between
CUYAHOGA COMMUNITY COLLEGE
And
CLEVELAND STATE UNIVERSITY
For the
BACHELOR OF SCIENCE IN EXERCISE SCIENCE

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 7th day of August, 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 Cleveland State University (CSU), with an address at 2121 Euclid Ave, Cleveland, OH 44115. The College and CSU are institutions of higher education established pursuant to Section 3354 or 3344 respectively of the Ohio Revised Code and members of the College and Ohio University System. The College and CSU (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 CSU, 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. CSU 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 CSU if such accreditation ceases to exist.
- d. Accreditation of CSU. CSU warrants that it is accredited by the Higher Learning Commission. CSU will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria (Attachment A.I.), CSU will consider their applications for admission in accordance with standard CSU admission application evaluation criteria, while favorably recognizing students' accomplishments at the College.
- 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 will run from the Effective Date and shall automatically expire on the last day of the 2029 Spring term of the College unless otherwise terminated as set forth in this Agreement.
- 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 (1) the end of the next admissions application and review period of CSU, or (2) 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 reason or

no reason, College students previously accepted by or admitted to CSU shall continue to receive the benefits contemplated by this Agreement and the CSU catalogue rights from the term in which they are admitted to CSU as set forth in Section 2 of Attachment A which is attached hereto and made a part of this Agreement.

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 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: Venue.** The Parties to this Agreement each specifically consents 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 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 received 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):

<u>For Cuyahoga Community College:</u> Lindsay S. English Ph.D. Associate Provost 700 Carnegie Avenue Cleveland, OH 44115 <u>With a copy to:</u> Office of General Counsel Cuyahoga Community College 2500 East 22 nd Street Cleveland, OH 44115	<u>For Cleveland State University</u> Jianping Zhu Provost and Senior Vice President for Academic Affairs 2121 Euclid Avenue Cleveland, OH 44115 <u>With a copy to:</u> Office of General Counsel Cleveland State University 2121 Euclid Avenue, AC 327 Cleveland, OH 44115
--	---
- 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 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 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.
- l. Data Exchange. As permitted and in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99, and other applicable privacy laws including without limitation, the Health Insurance Portability and Accountability Act of 1996 and the federal regulations adopted to implement that Act (45 C.F.R. Parts 160 & 164 "the HIPAA Privacy and Security Rules"), collectively referred to as "HIPAA," and the Gramm-Leach-Bliley Act, Public Law No: 106-102, the Parties shall exchange information regarding student success related to this Agreement. The College will provide upon request a directory list of graduates from the College following each graduation. CSU will provide the College with information regarding the success of a student transferring to CSU while utilizing the benefits of this Agreement, provided that that student has provided written consent to CSU to share such information beyond the available directory information. CSU will participate in exchange of information with the College in all aspects, and during the duration, of the Cleveland Compact and the Ohio Board of Regents' Reverse Transfer Initiative. For research purposes, the following data will be requested from CSU:

- 1.) Last four digits of social security number
- 2.) Currently enrolled (yes/no)
- 3.) Major as of the most recent term enrolled
- 4.) Hours earned (cumulative)
- 5.) GPA (cumulative)
- 6.) Degree completed (if completed)
- 7.) Major for which degree was awarded (or expected)
- 8.) Number of terms required to complete degree

Institutional Research Departments of both institutions will be expected to meet within ninety days of signing of this agreement to determine a processes to share information.

- m. 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:

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

CLEVELAND STATE UNIVERSITY:

By: Nigamanth Sridhar
Nigamanth Sridhar (Sep 10, 2024 13:58 EDT)
Dr. Nigamanth Sridhar 09/10/24
Provost

By: Stephanie Brooks
Stephanie Brooks (Sep 10, 2024 13:09 EDT)
Dr. Stephanie Brooks, Dean 09/10/24
College of Health

ATTACHMENT A

To The
Articulation Agreement Dated August 7,
2024 By and Between
Cuyahoga Community College District
and
Cleveland State University

**Associate of Applied Science to
Bachelor of Science in Exercise
Science Articulation Criteria and
Articulation Benefits**

- 1. The articulation criteria ("Articulation Criteria") are:**
 - a. Completion of the Associate of Applied Science degree as outlined in Appendix A.
 - b. Cumulative GPA of 2.50 or better.
 - c. A grade of C or better must be earned in all college-level English and Math courses.
 - d. Students must maintain a GPA of at least 2.75 in major courses and professional coursework in education (D grades will transfer to CSU but will not count as fulfilling program requirements in the professional core or exercise science requirements – these are courses from sections B and C in the catalog. See also 2.c. below).
 - e. Submission of an official College transcript
 - f. As part of this Agreement, students are encouraged to apply for dual admission to CSU as described in the Tri-C/CSU Partnership Program Agreement.

- 2. The articulation benefits ("Articulation Benefits") are:**
 - a. Courses listed in Appendix A will apply towards college, university and major requirements for graduation at CSU.
 - b. A student who completes all of the associate degree requirements in the Associate of Applied Science degree as listed in Appendix A will be admitted to CSU with the major listed as Exercise Science (BS).
 - c. CSU will award credit for all non-remedial courses completed at the 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.
 - d. Graduates of the College who have completed all College course work as listed in Appendix A including the required at CSU, as specified in Appendix A, will be eligible to earn a Bachelor of Science.
 - e. College graduates who transfer will be afforded the same rights and privileges accorded students who began their initial studies at CSU. This includes, but is not limited to, equal opportunity for registration, financial aid, scholarships, advising, and participation in student activities.
 - f. To help ensure seamless transfer, CSU and the College will have transfer guides made available through the College's Counseling Offices, CSU's Transfer Center and College of Health (COH) Advising, and on the public web site. For additional support, staff of CSU's COH Advising and the Transfer Center will be available to meet by appointment with any current or prospective College student following this articulation agreement.

ATTACHMENT B

To The
Articulation Agreement Dated August 7, 2024
By and Between
Cuyahoga Community College District
and
Cleveland State University

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Cleveland 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:

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
Debbie.benz@tri-c.edu

Cleveland State University:

Roy Gifford
Euclid Commons, Room 182
Cleveland, OH 44115-2214
P: 216-523-7284
F: 216-687-9289
r.gifford88@csuohio.edu

Appendix A
 Cleveland State University
 College of Health
 Associate of Applied Science in Sport and Exercise Studies to Bachelor of Science in Exercise Science

SUGGESTED SEQUENCE AT TRI-C

First Year

Fall Semester	Credits	Spring Semester	Credits
ENG 1010/101H College Composition I	3	MATH 1410 Elementary Probability and Statistics OR MATH 1530 College Algebra	3-4
BIO 1500 Principles of Biology I	4	BIO 2331 Anatomy and Physiology I	4
PE 1000 Personal Fitness OR PE 1010 Personal Strength Development OR PE 1020 Weight Training	1-2	HLTH 1230 Standard First Aid and Personal Safety OR HLTH 1320 CPR-AED for Healthcare Professionals	1
HLTH 1100 Personal Health Education	3	SES 2000 Essentials of Sports Injury Care	3
SES 1001 Introduction to Sport and Exercise Studies	2	SES 2310 Advanced Training Concepts and Techniques	3
SES 1040 Teaching Exercise Training Techniques	3	PSY 1010/101H General Psychology	3
Semester Total	16-17	Semester Total	17-18

Second Year

Fall Semester	Credits	Spring Semester	Credits
SES 1300 Fitness & Wellness Coaching	3	DIET 1200 Basic Nutrition OR DIET 1050 Sports Nutrition	3
ENG 1020/102H College Composition II	3	SES 2130 Kinesiology: Fund. of Human Movement	3
BIO 2341 Anatomy and Physiology II	4	SES 2420 Advanced Exercise Testing and Prescription	3
SES 2100 Sport and Exercise Physiology	3	SES 2320 Group Fitness Instructor Certificate Preparation	3
SES 2410 Exercise Testing and Prescription	3	SES 2840 Practicum: Sport and Exercise Studies	2
Semester Total	16	Semester Total	14
Total minimum credits earned at Tri-C			63-65
Associate of Applied Science Awarded			

SUGGESTED SEQUENCE AT CSU

Third Year

Fall Semester	Credits	Spring Semester	Credits
EXS 324 Physical Fitness	2	HED 360 Health Promotion in the Workplace	3
MTH 116 Foundation of Quantitative Literacy	3	EXS 475 Nutrition and Physical Activity	3
EXS 325/326 Physiology of Exercise and lab	4	EXS 494 Biomechanics	3
HSC 305 Culture and Health Care OR SOC 250 Diversity and Sport	3	EXS 328 Legal/Admin of PE/Sport	3
PES Physical Skill Course	1	Arts and Humanities	3
Semester Total	13	Semester Total	15

Fourth Year

Fall Semester	Credits	Spring Semester	Credits
EXS 439 Therapeutic Recreation/Disability	3	EXS 480 Internship	3
EXS 472 Physiology of Aging	3	PES Physical Skill Course	8
Arts and Humanities (ALAAME)	3	Elective	1
EXS 415 Evaluation in Health and Human Performance	3	Elective	0-2
EXS 471 Exercise Programs for Special Populations	3		
Semester Total	15	Semester Total	12-14
Bachelor of Science in Education Degree Awarded			120

Tri-C substitutions for CSU requirements
 SES 1001 substitutes EXS 205
 SES 2130 substitutes EXS 322
 SES 2310 substitutes EXS 495
 SES 2320 substitutes EXS 315
 SES 2410 substitutes EXS 470

Pre-Requisites: College-ready in Math and English

2 years of the same foreign language complete in high school

Students who do not meet these pre-requisites may need to complete additional credits

CSU classes; some offered only once per year, some offered more than once per year, including summer

CSU requires a minimum of 120 total credit hours for graduation. At least 30 credits must be completed in-residence at CSU. At least 24 of the in-residence credits must be completed at the upper division (300/400) level. Students deficient in total credits or in-residence must take additional elective credits to meet the minimum requirements.

This information is provided solely for the convenience of the reader, and Cleveland State University expressly disclaims any liability which may otherwise be incurred. This publication is neither a contract nor an offer to make a contract. While every effort has been made to ensure the accuracy of the information, CSU reserves the right to make changes at any time with respect to course offerings, degree requirements, services provided, or any other subject addressed herein. This map represents one example of how to complete the AAS and BS degrees. Students should work closely with counselors/advisors at both institutions to discuss options.

Once an associate degree is earned, additional courses taken at Tri-C may not be eligible for financial aid. Please see Financial Aid for details.

New college students may be required during their first semester to participate in GEN 1070, First Year Success Seminar, a one credit hour course. See a Tri-C Counselor for details.

***CSU will be changing General Education (Core Curriculum) requirements beginning Fall 2025. An updated pathway plan will be available as soon as possible. Students who do not complete the OT 36 may be required to take additional classes to meet CSU's General Education/Core Curriculum requirements.**