

ARTICULATION AGREEMENT
Between
CUYAHOGA COMMUNITY COLLEGE
And
CLEVELAND STATE UNIVERSITY
COLLEGE OF HEALTH
For the Health Coaching Pathway

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on this 5th day of June, 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 Avenue, Cleveland, OH 44115-2878. 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 University System of Ohio. 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 of the North Central Association of Colleges and Schools. 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 of the North Central Association of Colleges and Schools. CSU will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria, in Attachment A, 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 2028 Spring Tern of 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 (i) the end of the next admissions application and review period of CSU, 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.
 - iii. This Agreement may be terminated immediately upon written notice by either party should either party lose its relevant institutional or program accreditation or have its accreditation placed in jeopardy of being removed.

- c. Post-Termination. Upon expiration or termination of this Agreement for any reason, and in accordance with CSU catalog rights policy, 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 1.b. of Attachment A which is attached hereto and made a part of this Agreement.

1. *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 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 court of competent jurisdiction.
- d. Survival. Sections 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) with an additional copy addressed to “General Counsel”:

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| <u>For CSU:</u> Dr. Nigamanth Sridhar Provost 2121 Euclid Avenue Cleveland, OH 44115 | <u>For Cuyahoga Community College:</u> Lindsay S. English, Ph.D. Associate Provost 700 Carnegie Avenue Cleveland, OH 44115 |
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- 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 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, sexual orientation, gender identity and expression, veteran status, pregnancy or color.

- l. Privacy of student records. 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 may exchange information regarding student success related to this Agreement. 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.

- m. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the College's Integrated Communications Department and the University Marketing Department at CSU. (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 (Jan 16, 2025 10:43 EST)

Dr. Nigamanth Sridhar
Provost

By: Stephanie Brooks
Stephanie Brooks (Jan 16, 2025 10:37 EST)

Dr. Stephanie Brooks, Dean
College of Health

**Attachment A
To The
Articulation Agreement Dated June 5, 2024
By and Between
Cuyahoga Community College District and CSU**

Articulation Criteria and Articulation Benefits

1. The articulation criteria (“Articulation Criteria”) are:

- a. TRI-C students who have completed SES 2500 *Health and Wellness Coach Certification Prep*, through Tri-C, will be able to enroll in HSC 458 *Application of Health Coaching Skills*, through CSU, after applying as a transient student.
 - 1) The CSU department of Health Sciences and Human Performance will use SES 2500 as a substitution for prerequisite courses for students enrolling in HSC 458 at CSU
 - 2) CSU will guarantee at least 15 seats, each semester HSC 458 is offered, for Tri-C transient/transfer students who have completed SES 2500
 - a. Students who intend to utilize cross-registration should inform CSU of their intention to enroll in HSC 458, so that a seat can be reserved for them.
 - b. Students should contact the Department of Health Sciences and Human Performance directly, in order to get permission to register for the course
- b. CSU students, interested in obtaining a Health and Wellness Coach certification, will be eligible to take SES 2500 through Tri-C.
 - 1) Student must be in good standing
 - 2) Student must meet with Health Coaching advisor to obtain a referral to take the SES 2500
 - 3) Student must complete the Transient Student Enrollment Request form but is not subject to Academic Level/Transient Hour restrictions associated with regular transient courses.
 - 4) Tri-C will override prerequisite for SES 2500 after transient approval is obtained
 - 5) Course will transfer back to CSU and be applicable toward the Health Science: Area of Emphasis elective requirements under the General Interest and Health Promotions tracks of the Health Sciences major.
- c. Both schools will market the opportunity to their appropriate audiences.
 - 1) TRI-C will market the opportunity to take HSC 458 through CSU to students in their SES 2500 courses.
 - 2) CSU will market the opportunity to take SES 2500 to Health Science majors at Cleveland State University.

2. The articulation benefits (“Articulation Benefits”) are:

- a. The content of SES 2500 (Tri-C) and HSC 458 (CSU) meet the criteria for students to sit for the National Board Health and Wellness Coaching certificate (NBHWC) exam.
- b. Students receive Health Coaching training through SES 2500. Cleveland State University is currently unable to offer a similar course. This opportunity allows CSU students to receive the required training without disrupting their progress toward degree completion and the CSU residence requirement.
- c. Students enrolled in HSC 458 will have the opportunity to get their required (50) practice sessions required to sit for the NBHWC exam. Tri-C does not have a similar opportunity, at this time.

ATTACHMENT B
To The
Articulation Agreement Dated June 5, 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 and CSU communicate.

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 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.

Contact for:

Cuyahoga Community College District:
Deborah Benz
Director, Creative Services
Integrated Communications Department
Jerry Sue Thornton Center
2500 E. 22nd Street
Cleveland, Ohio 44115
P: 216-987-3517
F: 216-987-4806

Cleveland State University:
Roy Gifford
Vice President of Marketing
Euclid Commons
Room 182
Cleveland, OH 44115-2214
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F: 216-687-9289