

AGREEMENT TO ARTICULATE
Between
CUYAHOGA COMMUNITY COLLEGE DISTRICT
And
CLEVELAND STATE UNIVERSITY
For
HONORS PROGRAMS

THIS ARTICULATION AGREEMENT is entered into on this 14th day of May, 2019 between Cuyahoga Community College District (“Tri-C”), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878 and Cleveland State University (“CSU”), a state supported university and instrumentality of the state of Ohio established pursuant to Ohio Revised Code Section 3344 acting by and through its Board of Trustees with a principal place of business at 2121 Euclid Ave., Cleveland, Ohio 44115 (hereinafter referred to as collectively referred to as the “Party” or “Parties”).

WHEREAS, both Parties have a shared interest in improving access for academically talented transfer students into the Honors Programs at Tri-C and CSU;

WHEREAS, both Parties are interested in entering into a partnership that enables Tri-C Honors Program students to transfer into CSU’s Honors Program.

NOW THEREFORE, in consideration of the premises, the mutual covenants, and agreements contained hereinafter, the adequacy of which is hereby acknowledged, the Parties do agree as follows:

I. CLEVELAND STATE UNIVERSITY SHALL:

- A.** Allocate two spots per academic year to qualified transfer applicants from Tri-C., provided that the students meet the following criteria:
 - Student must graduate from Tri-C as an Honors Program member in good standing by the end of the Spring or Summer Semester of their application year.
 - Student should be able to complete the baccalaureate degree in two or fewer years.
 - College transcript(s) must provide evidence of a cumulative GPA of 3.5 or above in college level work.
 - Student must provide three letters of reference from faculty familiar with their work
 - Student must provide a written, autobiographical essay.
 - Student must adhere to the application deadlines posted by CSU’s Honors Program.
- B.** Not preclude offering Honors Program admission to other qualified applicants transferring from Tri-C.
- C.** Retain the final admission decision to the Honors Program for all students.
- D.** Award the same scholarships to Tri-C transfer students as all other upper division Honors Program candidates. Scholarship eligibility will be granted only to a student enrolled exclusively at CSU except for classes which may be taken by a dually admitted student at Tri-C.

II. CUYAHOGA COMMUNITY COLLEGE SHALL:

- A. Make available to students the appropriate advice and counseling to enable them to transition smoothly to CSU.
- B. Ensure that all Honors Program candidates have fulfilled the required Honors curriculum at Tri-C prior to entering CSU.

III. TERM AND TERMINATION

- A. This Agreement will run from the Effective Date and shall automatically expire on the last day of the 2024 Spring semester 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 (i) the end of the next admissions application and review period of University, 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.

IV. MISCELLEANOUS

- 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 the U.S. District Court for the Northern District of Ohio or in the state courts of Ohio sitting in Cuyahoga County.
- D. 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, in the case of the College, an additional copy addressed to "General Counsel":

For CSU:

Elizabeth A. Lehfeldt Ph.D.
Dean
Jack, Joseph & Morton Mandel
Honors College
2121 Euclid Avenue
Cleveland, OH 44115

For Cuyahoga Community College:

Matthew Carey Jordan Ph.D.
Dean and Chair for the Humanities
Jack, Joseph and Morton Mandel
Humanities Center
Cuyahoga Community College –
Eastern Campus
4250 Richmond Road
Highland Hills, Ohio 44122

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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, religion, disability, age, national origin, or ancestry, genetic information, military status, sexual orientation, gender identity and expression, veteran status, pregnancy or color.
- K. Data Exchange.** 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 while complying with the

Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. CSU will provide the College with information regarding the success of students transferring to CSU while utilizing the benefits of this Agreement. CSU will participate in exchange of information with the College in all aspects of the College's Reverse Transfer Initiative in respect to this Agreement, as well as, any Ohio Board of Regents' Reverse Transfer Initiative that may be implemented on a statewide basis. All Parties agree and contend that this reverse transfer is in compliance with all applicable Higher Education Accrediting Guidelines, Regulations and Assumed Practices.

- L. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the College Marketing & Communications Department, (see Attachment A).
- M. Non-Exclusivity. This Agreement is not exclusive, and either Party may enter into similar agreements with any other Party.

The Parties, through their authorized representatives, enter into this Articulation Agreement, as of the date set forth above.

For Cuyahoga Community College:

For Cleveland State University:

Signature
Matthew Carey Jordan Ph.D.
Dean and Chair for the Humanities
Jack, Joseph and Morton Mandel Humanities
Center

Signature
Elizabeth A. Lehfelddt Ph.D.
Dean of the Jack, Joseph & Morton Mandel
Honors College

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

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

Signatures on file

ATTACHMENT A
To The
Articulation Agreement Dated May 14, 2019
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:

Eric Wheeler
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:

Robert Spademan
Associate Vice President for Enrollment and Services
and Marketing
Euclid Commons
Room 182
Cleveland, OH 44115-2214
P: 216-523-7284
F: 216-687-9289