

ARTICULATION AGREEMENT

By and Between
Cuyahoga Community College
and
Kent State University Honors College

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 15th day of March, 2018 (the "Effective Date") by and between Cuyahoga Community College District (the "College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Kent State University ("Kent State"), with an address of 800 East Summit Street, Kent, Ohio 44242, collectively referred to as the "Party" or "Parties". The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Kent State is an institution of higher education established pursuant to Section 3344 of the Ohio Revised Code. The College and Kent State desire to enter into a contract pursuant to which both Parties have a shared interest in improving access for academically talented transfer students into the Honors Programs at the College and Kent State. In addition, both Parties are interested in entering into a partnership that enables Tri-C Honors Programs students to transfer into the Kent State's Honors College.

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. Kent State 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 Kent State if such accreditation ceases to exist.
- d. Accreditation of Kent State. Kent State warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. Kent State will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria 1(a-f), Kent State will consider their applications for admission in accordance with standard Kent State 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.*

Term. This Agreement will run from the Effective Date until the last day of the College's Spring 2021 academic term, at which time this Agreement will automatically expire.

- b. Termination. 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 Kent State, 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.
- c. Post-Termination. Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to Kent State shall continue to receive the benefits contemplated by 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. 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.
- 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, in the case of the College, an additional copy addressed to "General Counsel":

For Cuyahoga Community College District:
Dr. Lindsay S. English
Interim Vice President Learning & Engagement
700 Carnegie Avenue
Cleveland, Ohio 44115

For Kent State University:
Dr. Todd A. Diacon
Provost & Senior Vice President Academic Affairs
1125 Risman Dr. Library, Executive Suite
Kent, OH 44242

With a copy to:
Office of General Counsel and Legal Services
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, Ohio 44115-2878

- 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, religion, disability, age, national origin, or ancestry, genetic information, military status, sexual orientation, gender identity and expression, veteran status, or color.
- l. 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. Kent State will provide the College with information regarding the success of students transferring to Kent State while utilizing the benefits of this agreement. Kent State 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 Department of Higher Education's Reverse Transfer Initiative that may be implemented on a statewide basis.
- m. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the College Marketing & 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.
Interim Vice President, Learning & Engagement

KENT STATE UNIVERSITY:

By: *Todd A. Diacon*
Todd A. Diacon, Ph.D.
Provost and Senior Vice President for Academic
Affairs

**Attachment A
To the
Articulation Agreement Dated March 15, 2018
By and Between
Cuyahoga Community College District
and
Kent State University Honors College**

Articulation Criteria and Articulation Benefits

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

- a. Completion of an Associate Degree or Credit Hour Equivalent (i.e., 60 semester hours)*
- b. Achieving a minimum overall cumulative grade point average of 3.3.
- c. Completion of no fewer than twelve hours of designated Honors courses at the College*.
- d. Submission of an official College transcript.
- e. Completion of a Kent State University Honors College Application Essay.
- f. Formal acceptance into Kent State University’s Honors College.

**NOTE: Distance-learning (100% online) courses are not eligible for acceptance as Kent State Honors College courses.*

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

- a. College Honors course credits with a grade of “C” and above and which are not distance-learning (100% online) courses will transfer as equivalent to Kent State Honors College courses.
- b. Courses will apply to fully satisfy Kent State University freshman and sophomore requirements as appropriate to degrees and majors.
- c. Eligibility to participate in Honors College programs at Kent State.
- d. Advising provided for acceptance, registration and degree requirement completion for Honors College students.
- e. Eligibility for Honors Academic Achievement Awards and other financial support (e.g., for thesis or off-campus study).
- f. Utilization of transfer coursework along with Kent State coursework and Kent State G.P.A. for the determination of Honors College graduation status (i.e., Honors College Scholar or Graduation with Department, General or University Honors).

ATTACHMENT B
To The
Articulation Agreement Dated March 15, 2018
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Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Kent 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 Service
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

Kent State University:

Eric Mansfield
Executive Director of University Media Relations
University Communications and Marketing
Kent State University
Administrative Services Building
PO Box 5190
Kent, OH 44242
P: 330-672-8533
F: 330-672-2047