

COMPLETION TRANSFER PATHWAYS ARTICULATION AGREEMENT

Between
CUYAHOGA COMMUNITY COLLEGE

And
Miami University

For
Associate of Art, Associate of Science, and Associate of Applied Science

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 8th day of May, 2019 (the "Effective Date") by and between Cuyahoga Community College District (the "College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Miami University ("Miami"), with an address at 501 E. High Street, Oxford, OH 45059. The College and Miami are institutions of higher education established pursuant to Section 3354 or 3344 respectively of the Ohio Revised Code. The College and Miami (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 Miami, 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. Miami will provide the Articulation Benefits at no charge to past and present students of the college who meet the Articulation Criteria. All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.
- c. Accreditation of the College. The College warrants that it is accredited by the Higher Learning Commission. The College will notify Miami if such accreditation ceases to exist.
- d. Accreditation of Miami. Miami warrants that it is accredited by the Higher Learning Commission. Miami will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria (see Attachment A), Miami will consider their applications for admission in accordance with standard Miami 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.
- g. Advising. Upon execution of this agreement, Miami will work with the College to develop strategies to provide College students and graduates timely information about program opportunities and program requirements. Transfer Pathways/Degree Plans will be published and reviewed as needed.
- h. Program-specific admission requirements. Admission and academic requirements for specific baccalaureate Degrees are exclusively the responsibility of Miami and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that Miami units may establish and amend from time to time, providing that changes remain in conformity with any specific amendments to this contract which may be agreed to, in written form, by the parties, during the term of this Agreement.

2. *Term and Termination.*

- a. Term. This Agreement will run from the Effective Date and shall automatically expire on the last day of the 2025 Spring term of the College.
- b. Termination.

- i. Either party may request termination of this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.
 - ii. A joint evaluation of the Agreement will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the Agreement may be renewed and re-signed for an additional five (5) year period.
 - iii. Amendments to this Agreement may be requested, in writing, by either party and approved by the authorized signatories.
- c. Post-Termination. Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to Miami shall continue to receive the benefits contemplated by this Agreement and the Miami catalog rights from the term in which they are admitted to Miami 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 construed and enforced solely pursuant to the laws of the State of Ohio (USA), without giving effect to the principles of conflicts of laws thereof and the parties agree that this Agreement shall be subject to the sole and exclusive jurisdiction of the state and federal courts located in the State of Ohio (USA). The Parties agree that the foregoing governing law, jurisdiction and forum selections have been concluded as a result of arms-length negotiations and are not overly onerous or burdensome to either Party. Notwithstanding the foregoing, any court with competent jurisdiction may enforce the judgment and ruling of the state and federal courts located in the State of Ohio (USA). The United Nations Convention on Contracts for the International Sale of Goods ("UN CISG") shall not apply to this Agreement.
- c. Jurisdiction; Venue. The Parties to this Agreement each specifically consent to jurisdiction of the courts of competent jurisdiction located in Ohio in connection with any dispute between the Parties arising out of this Agreement or pertaining to the subject matter hereof. The Parties agree that nothing in this Agreement shall be construed as a waiver of the sovereign immunity of Miami, College, and/or the State of Ohio beyond the waiver provided in Ohio Revised Code 2743.02.
- 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) with, in the case of the College, 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 Miami University:
 Phyllis Callahan, Ph. D.
 Provost & Executive VP for Academic Affairs
 501 E. High Street
 Oxford, OH 45056

With a copy to:
 Office of General Counsel and Legal Services
 Cuyahoga Community College
 700 Carnegie Avenue
 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 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, 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. Miami will provide the College with information regarding the success of a student transferring to Miami while utilizing the benefits of this agreement, provided that that student has provided written consent to Miami to share such information beyond the available directory information. Miami will participate in exchange of information with the College in all aspects, and during the duration, of the Ohio Department of Higher Education's Reverse Transfer Initiative. For research purposes, the following data will be requested from Miami:
 - 1.) Date of birth (if possible)
 - 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

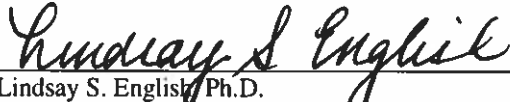
Institutional Research Departments of both institutions will be expected to meet within ninety days of signing of this agreement to determine a process to share information.


- m. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the College's 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:

MIAMI UNIVERSITY:

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

By: 
Phyllis Callahan, Ph. D.
Provost & Executive Vice President for
Academic Affairs

ATTACHMENT A
to the
Articulation Agreement Dated May 8, 2019
by and between
Cuyahoga Community College District
and
Miami University

Articulation Criteria and Articulation Benefits

1. *The articulation criteria ("Articulation Criteria") are:*
 - a. Transfer students shall be subject to the policies in force at the time of their admission to Miami and to any revisions that occur after admission and prior to enrollment. Once admitted, transfer students shall be subject to the same regulations governing applicability of 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 classification and other privileges as native students on the basis of the number of earned credits.
 - b. Miami will provide guaranteed admission to a Miami campus (Oxford or Miami Regionals) for all students who have earned an associate degree from the College, with at least a 2.00 grade point average for all previous college-level work. Completion of an associate degree recognizes the system of preparation in accordance with the Ohio Articulation and Transfer policy. Both parties recognize that such admission will be based upon Miami's policies and practices of making transfer admission decisions on the basis of academic standards, space availability, adherence to deadlines, payment of fees and other non-academic requirements applicable to all students entering Miami.
 - c. The college and Miami will work together to maximize the acceptance and application of transfer credit. Miami and the College will establish and approve major/program Transfer Pathways using an agreed upon template. Any revisions to a Transfer Pathway during the term of this Agreement must be approved in writing by the Parties and will be applied to new students undertaking the applicable pathway. Transfer Pathways will outline selective admission requirements, course equivalencies, and other information affecting students who enroll in a particular academic program. Students transferring credit outside of programmatic pathways will have the application of transfer credit done on a course-by-course basis by Miami. Ultimately, the acceptance and application of transfer credit is the decision of Miami within Ohio Articulation and Transfer policy guidelines. As per state policy regarding the Ohio Guaranteed Transfer Pathways (OGTP) Implementation, "local or regional agreements may continue to exist as long as they further supplement the existing OGTPs and do not contradict them".
 - d. Transfer 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 those students admitted to Miami through the normal admission process ("native Miami students"). Students are responsible for understanding and adhering to all Miami selective admission and institutional requirements.
 - e. Students who participate in this Agreement are eligible to apply for admission to any undergraduate major at Miami. However, it should be noted that some majors may have more competitive admission than others and that some majors require that students be "pre-majors" before formally being accepted into that major.
 - f. Students who have attended the College and not earned an associate degree, or who have earned a cumulative grade point average below 2.00, or who have been dismissed previously from Miami or another institution, will be considered for admission according to Miami institutional policies and standards.
 - g. College students will be encouraged to complete their associate degree before transferring to Miami. If a College student transfers to Miami prior to completion of an associate degree, the College shall provide an opportunity for the student to subsequently complete the associate degree in absentia using the Miami course credit in accordance with the Ohio Credit When It's Due/Reverse Transfer process.
 - h. Students who have successfully completed an associate degree at the College and who matriculate to Miami under the terms of this Agreement, shall be considered to have completed that portion of the Miami general

education requirements approved by the Miami University Council on Undergraduate Curriculum that are common to both the College and Miami. Students will be encouraged to complete all or part of the Ohio Transfer Module (OTM) prior to transferring to Miami to enhance the efficiency of transfer credit usage.

- i. Due to curriculum structures and the variability in student enrollment patterns, Miami cannot guarantee that students who transfer under the provision of this agreement will complete all the requirements to graduate from Miami within two years. Although degree requirements vary, 124 hours is required to achieve a Miami Bachelor's degree with a minimum of 32 credit hours taken on the Oxford and/or regional campuses, including 12 of the final 30 hours.
- j. Miami will provide the College with course equivalent information regarding College courses and their Miami equivalents. Miami will annually update the information and provide the most current equivalencies to the College for the upcoming academic year.

2. The articulation benefits ("Articulation Benefits") are:

- a. Courses listed in an approved Transfer Pathway will apply towards college, university and major requirements for graduation at Miami.
- b. Collegiate level courses completed at the College with a "D-" or better grade will be articulated as credit earned for students who transfer to Miami. It should be noted that the student may be required to retake any course in which s/he received a grade where there is a higher minimum grade required for all native Miami students pursuing the same academic program. The application of this rule shall be the same for both native Miami students and College transfer students.
- c. Miami will automatically waive the \$50 application fee for applicants transferring from the College.
- d. A designated admission staff member at Miami will offer personal assistance to all applicants from the College, both in person each semester and on a regular basis via phone and digitally.
- e. Comprehensive academic advising will be available from both the College and Miami regardless of where a student is in the admission process, including prior to starting the formal admission process with Miami.
- f. A student at the College may receive a credit evaluation from Miami at any time.
- g. Miami will provide specialized opportunities to students at the College to visit campus.
- h. Beginning in Fall 2019, full-time College students who are admitted to Miami as new, full-time transfer students will be given priority consideration for merit-based transfer scholarships starting at \$1,500 per year and ranging up to \$10,000 for Ohio residents and \$15,000 for non-Ohio residents. Exact scholarship award amounts within each range will be determined by a holistic review of the application for admission and thorough evaluation of academic indicators including, but not limited to: rigor of coursework, number of hours of college level credit earned, GPA, degree earned, financial need (determined by the FAFSA), diversity, PTK membership, and intended area of interest. This award is renewable for the number of semesters required to complete the degree program indicated at the time of admission; not to exceed eight semesters provided the student maintains an overall Miami GPA of at least 3.00. Scholarships are based upon availability and subject to change.
- i. The opportunity to enroll in UNV 101: I Am Miami, designed and taught specifically for transfer students during the first semester of enrollment at Miami.
- j. The opportunity to live in a transfer student residence hall community within the residence halls (subject to housing availability).
- k. The opportunity to participate in the Transfer Student Connection and/or Transfer Student Ambassador program.
- l. The College and Miami will include this Agreement in any listing of articulation and transfer agreements and will communicate this information through their respective websites. Other methods of communication may

include inclusion in the college catalog, program specific materials, and mailings/emails when appropriate. Each institution will afford the appropriate training when necessary, to staff and faculty to support the transfer of students.

ATTACHMENT B
To The
Articulation Agreement Dated May 8, 2019
By and Between
Cuyahoga Community College District
And
Miami University

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Miami 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. Both Parties reserve the right to review and request modification of the other Party's reference as necessary.

Upon termination of this Agreement, the limited license set forth in this section will immediately terminate and each party shall (i) cease all such aforementioned use; and (ii) discard, destroy or delete any printed and electronic materials containing the name, tradename, trademark, or logo of the other party. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. In no event, shall the license or use of the Institution's name, tradename, trademark, or logo be assigned to a parent, affiliate, or successor company formed by the merger or reorganization or similar corporate transaction of the College and Miami with any other company.

Marketing Contacts:

Cuyahoga Community College District:

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Integrated Communications Department
Cuyahoga Community College
Jerry Sue Thornton Center
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Cleveland, Ohio 44115
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Miami University:

Cathy Heinz
Director of Enrollment Marketing & Communication
Miami University
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