# MEMORANDUM OF UNDERSTANDING By and Between

# Cuyahoga Community College District and

## Polaris Career Center Ohio EMT or Firefighter EMS Certificate

**THIS MEMORANDUM OF UNDERSTANDING** (the "MOU") is entered into on this 31st day of May 2023 (the "Effective Date") by and between Cuyahoga Community College District (the "College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and 7285 Old Oak Boulevard, Middleburg Heights, Ohio 44130. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Polaris is a Career Center offering certificate and professional programs. The College and Polaris desire to enter into a contract pursuant to which certain coursework completed at Polaris, would transfer as College credits, according to the terms contained in this MOU.

**ACCORDINGLY,** in consideration of the promises and mutual covenants contained in this MOU, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Description of Memorandum of Understanding.

- a. MOU Criteria and MOU Benefits are defined on Attachment A.
- b. Polaris students who meet the MOU Criteria will be eligible for the MOU Benefits; *provided* that this MOU does not and is not intended to confer any rights or remedies upon any party other than the College and Polaris.
- c. This MOU is not exclusive, and either party may enter into similar agreements with any other party.

### 2. Duties and Warranties of POLARIS.

- a. Polaris has delivered to the College the current curriculum of Polaris program(s) referenced on <u>Attachment A</u>. This curriculum will not change without Polaris first giving the College not less than 60 days prior notice.
- b. Once each academic term, Polaris will identify those of its students (the "Potentially Eligible Students") who meet or who, within six months, may be reasonably expected to meet, MOU Criteria 1a (see <a href="Attachment A"><u>Attachment A</u></a>). Once each academic term, Polaris will notify all Potentially Eligible Students of their potential eligibility for the MOU Benefits, and will encourage them to consider applying to the College.
- c. Once each academic term, Polaris will provide a list of all Potentially Eligible Students' names, postal addresses, and email addresses (to the extent such disclosures are not prohibited by law) to the College. Polaris will cooperate reasonably with the College's efforts to solicit the interest of Potentially Eligible Students in the College.
- d. For each Polaris student who applies to the College and seeks MOU Benefits, Polaris will certify and warrant that the student has met the MOU Criteria (assuming the student has done so), using a document in the form attached as Exhibit A.
- e. For each of Polaris' students who apply to the College, Polaris will deliver to the College the student's Certificate of Completion promptly after receiving a request to do so.
- f. Polaris warrants that it is accredited according to the standards for an accredited Ohio EMT/Firefighter Certificate program. Polaris covenants that it will immediately notify the College upon learning that any of its accreditations no longer exists or will likely cease to exist.

### 3. Duties and Warranties of the College.

For those Polaris students who meet Articulation Criteria 1(a,) and are included in the document called for in Section 2(d. and e.), the College will consider their applications for admission in accordance with standard College admission application evaluation criteria. If such a student is admitted to and becomes a student of the College, the College will make available to such students the MOU Benefits. (No special admission preference will be given to Polaris students.)

### 4. Term and Termination.

- a. This MOU will run from the Effective Date until the end of the last day of the Spring, 2027 academic term of the College, at which time this MOU will automatically expire.
- b. Either party may terminate this MOU with or without cause by providing notice to the other party, effective upon the later date to occur of (i) the end of the then-current academic term of the College, or (ii) the date that is 30 days after the notice. Either party may terminate this MOU in the event of a material breach by the other party, effective 10 days after providing notice that includes a description of the breach; *provided* that the breaching party shall be allowed said 10 days to cure said breach, and if the breach is so cured the termination notice will be of no effect.

**INTENDING TO BE LEGALLY BOUND,** by signing below, each party acknowledges its agreement with the terms and conditions of this MOU 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 MOU as of the Effective Date.

CUYAHOGA COMMUNITY COLLEGE DISTRICT:

**POLARIS CAREER CENTER:** 

Lindsay S English

By: Lindsay S English (Aug 8, 2023 12:37 EDT)

Lindsay S. English, Ph.D.

Assistant Provost /Vice President, Learning & Engagement

**Robert Timmons** 

By: Robert Timmons (Aug 8, 2023 15:12 EDT)

Robert Timmons Superintendent

Jamie Bollinger

College & Career Coordinator

# Attachment A To the Memorandum of Understanding (MOU) Dated May 31, 2023 By and Between Cuyahoga Community College District And Polaris Career Center

### **MOU Criteria and MOU Benefits**

Tri-C has entered into a cooperative agreement with Polaris Career Center (Polaris) to equate learning experiences to Tri-C coursework. Students who have completed these programs and meet the criteria of the agreement are guaranteed transfer credit that may exceed approved CTAG credits (see below for details).

### 1. The MOU criteria ("MOU Criteria") are:

- a. State of Ohio certification as an EMT and/or Firefighter indicating the completion of (partial completion of this list of courses may result in a reduced number of credit hours):
  - EMT 1302 EMT Basic (CTAG credit)
  - EMT 130L EMT Practical Lab (CTAG credit)
  - EMT 1320 Heavy Rescue (CTAG credit)
  - FIRE 1100 Principles of Emergency Services (CTAG credit)
  - FIRE 1200 -- Principles of Fire and Emergency Services Safety and Survival (CTAG credit)
  - FIRE 1500 Fire Behavior and Combustion (CTAG credit)
  - FIRE 2321 Fire Protection Systems (CTAG credit)
  - EMT 1310 Cardiopulmonary Resuscitation
  - EMT 1330 Defensive Driving
- b. Submission of the College standard application for admission **and acceptance to the College,** in accordance with the general rules governing submission of such applications. (No special admission preference will be given to Polaris students).
- c. Delivery to the College: Ohio Certificate of Certification as an EMT and/or Firefighter to complete the form in Exhibit A.

### 2. The MOU benefits ("MOU Benefits") are:

Dependent upon courses completed and State certification, students meeting the MOU Criteria may be awarded a total of up to 20 credit hours (Seven (7) for EMT and thirteen (13) for Firefighter II) that will include approved CTAG credits.

# Exhibit A To The

Memorandum of Understanding dated May 31, 2023
By and Between
Cuyahoga Community College
And
Polaris Career Center

# **Polaris Student's Certificate**

## **Ohio EMT or Firefighter Certificate Program**

1. To be comp	oleted by Polaris:				
I	(name) do herby certify and warrant that I am the				
Program Direct	or of the EMT and / or	Fire Program and t	hat I duly authorize to sign and d	eliver this	
students' certifi	cate on behalf of Polar	ris. I further certify	and warrant that		
`	, <u>*</u>		hter Program from Polaris, there		
	0 ,	•	chment A 1 (a) as more fully set f	orth in the MOU	
	n Cuyahoga Communii				
			or Firefighter Certificate Program	n on	
G: 1.1:	_,, 20 day of	20			
Signed this	day of	; 20:			
Signature:					
2. To be com	oleted by Student:				
			yahoga Community College and cation, and First Aid and CPR ce		
Student Signatu	re	Date	Student Number		
Student Name	(Print)		Student Phone Number		
Student Address	SS	City	State	ZIP	