

ARTICULATION AGREEMENT
By and Between
Cuyahoga Community College District
and
Corporate College, A Division of Cuyahoga Community College
Ohio Salesperson Pre-Licensure Real Estate Online Program

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on this 16th day of December 2021 (the “Effective Date”) by and between Cuyahoga Community College District (the “College”), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Corporate College (“CC”), with an address at 4400 Richmond Road, Warrensville Heights, OH 44128. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and CC is an institute of higher education accredited by the Accrediting Commission of Career Schools and Colleges (ACCSC). The College and CC desire to enter into a contract pursuant to which certain coursework completed at CC, would transfer as College credits, 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. Articulation Criteria and Articulation Benefits are defined on Attachment A.
- b. The CC students who meet the Articulation Criteria will be eligible for the Articulation Benefits; *provided* that this Agreement does not and is not intended to confer any rights or remedies upon any party other than the College and the CC.
- c. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.

2. Duties and Warranties of the CC.

- a. The CC has delivered to the College the current curriculum of the CC program(s) referenced on Attachment A. This curriculum will not change without CC first giving the College not less than 60 days prior notice.
- b. Once each academic term, CC will identify those of its students (the “Potentially Eligible Students”) who meet or who, within six months, may be reasonably expected to meet, Articulation Criteria 1a (see Attachment A). Once each academic term, CC will notify all Potentially Eligible Students of their potential eligibility for the Articulation Benefits, and will encourage them to consider applying to the College.
- c. Once each academic term, the CC 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. CC will cooperate reasonably with the College’s efforts to solicit the interest of Potentially Eligible Students in the College.
- d. For each CC student who applies to the College and seeks Articulation Benefits, the CC will certify and warrant that the student has met the Articulation Criteria (assuming the student has done so), using a document in the form attached as Exhibit A.
- e. For each of the CC students who apply to the College, the CC will deliver to the College the student’s Certificate of Completion promptly after receiving a request to do so.
- f. The CC warrants that it is accredited according to the standards for an accredited Pre-Licensure Real Estate program. CC 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 the CC 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 Articulation Benefits. (No special admission preference will be given to the CC students.)

4. *Term and Termination.*

- a. This Agreement will run from the Effective Date until the end of the last day of the Spring, 2025 academic term of the College, at which time this Agreement will automatically expire.
- b. Either party may terminate this Agreement 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 Agreement 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.

5. *Miscellaneous.*

- a. Curriculum Commitment. This Agreement in no way requires either party to offer any course, curriculum, major, or degree; *provided* that the CC will honor the course and curriculum commitments set forth in Section 2(a).
- b. Publicity. Either party may disclose the terms of this Agreement; *provided* that neither party will suggest that its products or services are approved, endorsed, or recommended by the other party.
- c. 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.
- d. 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.
- e. 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.
- f. Notices. All notices or other written communications required or permitted under this Agreement will be effective when received in accordance with this sentence and must be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested to either party at its address first set forth above (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.”

- g. 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.
- h. Assignment. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section will be null and void.
- i. 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.
- j. Force Majeure. Neither party shall be liable to the other to the extent such party's performance is prevented, delayed or made substantially impracticable as a result of any Force Majeure Event. "Force Majeure Event" means an act of nature, act of God, act of terrorism or the public enemy, war, civil disturbance, military action, action of a court or public authority, or strike. The party whose performance is prevented, delayed or made substantially impracticable shall promptly notify the other party of the existence of the Force Majeure Event.
- k. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement.
- l. 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.
- m. Compliance with Laws. The parties will comply with all applicable laws and regulations in performing their obligations hereunder.
- n. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than the College and the CC.
- o. Facsimile Signatures. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
- p. No Unlawful Discrimination. 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 color.

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.
Assistant Provost /Vice President, Learning &
Engagement

CORPORATE COLLEGE:

By: William Gary
William H. Gary
Executive Vice President, Workforce,
Community, and Economic Development

Attachment A
To The Articulation Agreement Dated December 16, 2021
By and Between
Cuyahoga Community College District
and
Corporate College, A Division of Cuyahoga Community College

Articulation Criteria and Articulation Benefits

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

- a. Certificate of Completion of Ohio Sales Pre-Licensure Real Estate Online Courses indicating a completion of 120 total hours of study. Details as follows:
 - 40 hours in real estate practice
 - 40 hours in real estate law, including civil rights law on housing discrimination*
 - *can be waived if they are a Lawyer
 - 20 hours in real estate appraisal
 - 20 hours in real estate finance
- 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 the Corporate College students.)
- c. Delivery to the College of a Certificate of Completion of the Ohio Salesperson Pre-Licensure Real Estate Online Courses to complete the form in Exhibit A.
- d. Meet with a College Counselor to create an ATS Degree Plan Contract and submit it to the College (see Appendix 1); and acceptance of the plan by the College. The College may accept or reject the degree plan in its sole discretion and in accordance with its ordinary standards for such degree plans.
- e. Enrollment in and successful completion of all coursework in the degree plan cited in 1 (d), above.
- f. Completion of all College required placement tests.

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

Students meeting the Articulation Criteria will be awarded **eight (8) semester hours of credit toward the College’s Associate of Technical Studies degree** upon completion of all associate of Technical Studies curricular requirements.

II. General Education Requirements

A. Communication (6 semester credits, exclusive of 09xx, ENG-1000 and ESL courses)

ENG 1010/101H College Composition I _____ sem. credits*

Additional credits may be selected from: COMM-1010, COMM-101H, ENG-1020, ENG-102H, ENG-2151

_____ sem. crs. *
Students who transfer in ENG 1020 without having credit for ENG 1010, will have ENG 1010 waived, but the required 6 credits of communication must be earned.

B. Mathematics and Data Analysis (3 semester credits, at the 1000 level or higher, exclusive of 09xx, Special Topics, Independent Research/Study courses) Select from the following:

MATH-1100, MATH-1190, MATH-1240, MATH-1380, MATH-1410, MATH-1420, MATH-1470, MATH-1480, MATH-1490, MATH-1500, MATH-1530, MATH-153H, MATH-1540, MATH-154H, MATH-1580, MATH-1610, MATH-161H, MATH-1620, MATH-162H, MATH-2010, MATH-2310, MATH-231H, MATH-2410, MATH-2520

C. Arts & Humanities/Social & Behavioral Sciences/Natural and Physical Sciences (6 semester credits exclusive of ENG-1000 and 09xx courses)

Select six (6) semester credits from at least two of the following three (3) areas, with a minimum of 3 credits in each area. (*Courses that have been used to complete the Communication requirement cannot count towards fulfilling the Arts & Humanities requirement.*)

Arts and Humanities (3 semester credits)

Select from the following subject areas and courses:

ART 1010, 1040, 2020, 2030, DANC 1100, ENG-2310, 2320, 2350, 2360, 2410, 2420, 2510, 2520, 2601, 2700, 2710, 2720, 2730, 2770, HIST-2031, HUM-1010, 1020, 102H, 1030, 2020, MJS 1310, MUS 1010, 1020, 1030, 1040, 1050, 2520, PHIL-1000, 1010, 101H, 1020, 2010, 2020, 2031, 2040, 2050, 205 h, 2060, 208H, REL-1010, 2010, 2060, THEA 1010, 1100, 2210, 2220

Social and Behavioral Sciences (3 semester credits)

Select from the following subject areas and courses: ANTH-1010, 2010, 2110, ECON-1210, 2000, 2010, GEOG-1000, 1010, 1050, 1510, 2030, HIST-1010, 101H, 1020, 102H, 1510, 151H, 1520, 152H, 1630, 1700, 2070, 2160, 2520, 2660, POL0-1010, 101H, 1020, 2030, 2060, 2070, 2100, 2120, PSY-1010, 101H, 1050, 2010, 2020, 2040, 2050, 2060, 2080, 2100, 2110, SOC-1010, 101H, 1020, 2010, 201H, 2020, 2100, 2110, 2160, 2310, 2410, 2510, 2550, UST-1010, 1020, 2020, 2070, 2640, WST-1510, 2010, 2120

Natural and Physical Science (3 semester credits)

ANTH 1210, BIO-1040, 104L, 1050, 105L, 1060, 106L, 1100, 1221, 1230, 1410, 1420, 1500, 150H, 1510, 151H, 2020, 2060, 2070, 2100, 2150, 2200, 2331, 2341, 2500, 2600, CHEM-1000, 100L, CHEM-1010, CHEM-101H, 1020, 102H, 1300, 1081, 130H, 130L, 1310, 131H, 131L, 2000, 2310, ESCI-1030, 103L, 1040, 1050,

1310, 131L, 1410, 141H, 141L, 1510, 151L, 1610, 161L, PHYS-1010, 101L, 1050, 1210, 1220, 1300, 2250, 2310, 2320, The following courses, from non-science subject areas may be counted toward this requirement for this degree - DIET 1200, EMT-1401, MT 1242, 1272, 1280

_____ sem. crs.

_____ sem. crs.

III. Electives - 15 sem. credits (exclusive of 09xx and P.E. courses)

Select courses that support your career objective or further develop technical competencies.

_____ sem.
crs.

_____ sem.
crs.

_____ sem.
crs.

sem. crs. _____

_____ sem. crs.

IV. Program Requirements (check Option 1 or 2):

- Option 1: ATS Transfer:** Minimum of 30 semester credits technical/transfer credits earned 1) as verified on transcript or apprenticeship certificate or 2) as anticipated after concurrent enrollment. (See “Required Documents”, Page 1)

List school and program qualifying you for the ATS degree:

Option 2: ATS Combination (2 or more CCC career/technical programs):

Complete the following information:

Occupational Objective:

Please describe your specific occupational objective as it relates to the courses listed below.

