#### DRAGON NEXT - COMPLETION ARTICULATION AGREEMENT Between CUYAHOGA COMMUNITY COLLEGE And TIFFIN UNIVERITY For ASSOCIATE OF ARTS, ASSOCIATE OF SCIENCE, ASSOCIATE OF APPLIED BUSINESS, AND ASSOCIATE OF APPLIED SCIENCE DEGREE COMPLETION TRANSFER

**THIS ARTICULATION AGREEMENT** (the "Agreement") is entered into on this 8<sup>th</sup> day of July 2024 (the "Effective Date") by and between Cuyahoga Community College District (Hereafter referred to as "the College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Tiffin University (Hereafter referred to as "TU"), with an address at 155 Miami Street, Tiffin, OH 44883. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code and TU is a non-profit institution of higher education pursuant to Ohio nonprofit corporation law.

**BACKGROUND:** Through this agreement, the College and TU (either or both of which may hereinafter be referred to respectively as "Party" or "Parties") seek to create a seamless and coherent educational pathway for students who wish to pursue both an associate's and bachelor's degree. This program aims to provide students with a clear roadmap for completing their educational goals by enabling them to transition smoothly from the College to TU.

This program/agreement allows TU to offer students a cost-effective and convenient pathway to earn a four-year degree. DragonNext will also help to strengthen the educational partnership between the two institutions to support the broader educational needs of the area.

During their time in the DragonNext program at TU, students will be assigned an academic advisor who will work with them to ensure they are on track to complete their degree in a timely manner. This individual will also serve to provide guidance and offer support throughout their academic journey. Students will have access to all academic and career resources, regardless of their modality.

**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 DragonNext Program:

- a. <u>Definitions.</u> Articulation Criteria and Articulation Benefits are defined on <u>Attachment A.</u>
- b. <u>Articulation Benefits to Students.</u> TU will provide the Articulation Benefits at no charge to past and present students of the college who meet the Articulation Criteria.
- c. <u>Accreditation of the College.</u> The College warrants that it is accredited by the Higher Learning Commission. The College will notify TU if such accreditation ceases to exist.
- d. <u>Accreditation of TU</u>. TU warrants that it is accredited by the Higher Learning Commission. TU will notify the College if such accreditation ceases to exist.
- e. <u>Admissions Processing.</u> For those past or present students who meet Articulation Criteria 1(a-d) in Attachment A, TU will consider their applications for admission in accordance with standard TU admission application evaluation criteria, while favorably recognizing students' accomplishments at the College.
- f. <u>Non-Exclusivity.</u> This Agreement is not exclusive, and either Party may enter into similar agreements with any other Party.
- g. <u>Advising</u>. Upon execution of this agreement, TU will work with the College to develop strategies to provide College students and graduates with timely information about program opportunities and program requirements. Transfer Pathways/Degree Plans will be published and reviewed as needed.
- h. <u>Transfer Pathway Review</u>. Transfer degree pathways will be reviewed and published annually. TU and the College will each identify a staff member to serve as a contact to assure continued communication between

the two institutions on matters relating to this agreement and to review transfer pathways. Each institution will work in good faith to modify their policies, procedures, etc. to accommodate the changing needs of their partner.

i. <u>Program-specific admission requirements</u>. Admission and academic requirements for specific baccalaureate degrees are exclusively the responsibility of TU and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that TU 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. <u>Term.</u> This Agreement will run from the Effective Date and shall automatically expire on the last day of the 2027 spring term of the College.

# b. <u>Termination</u>.

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 TU, 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.

- c. This Agreement may be terminated immediately upon written notice by either Party should either Party lose its relevant institutional or program accreditation or have its accreditation placed in jeopardy of being removed.
- d. <u>Post-Termination</u>. Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to TU shall continue to receive the benefits contemplated by this Agreement and the TU catalog rights from the term in which they are admitted to TU as set forth in Attachment A which is attached hereto and made a part of this Agreement.

### 3. Miscellaneous

- a. <u>Severability.</u> 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. <u>Governing Law.</u> 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. <u>Jurisdiction; Venue</u>. 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. <u>Survival.</u> Section 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. <u>Notices.</u> 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, by certified mail, return receipt requested, or if it is delivered by email, when the recipient, by an email sent to the email address for the sender stated in this section 3(e) or by a notice delivered by another method in accordance with this section 3(e), acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purpose of this section 3(e) to either Party at the following address (or to such other address as such Party may

substitute, by providing written notice in the manner specified in this Section):

For Cuyahoga Community College District: Lindsay S. English, Ph. D. Associate Provost 700 Carnegie Avenue Cleveland, OH 44115 <u>For Tiffin University:</u> Peter Holbrook, Ph.D. Provost, Chief Operating Officer 155 Miami Street Tiffin, OH 44883

<u>With a copy to:</u> Office of General Counsel and Legal Services Cuyahoga Community College 2500 East 22<sup>nd</sup> Street Cleveland, OH 44115

- f. <u>Waivers and Amendments</u>. 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. <u>Assignment.</u> 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. <u>Complete Agreement; Integration.</u> 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. <u>Counterparts: Facsimile Signatures</u>. 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. <u>Independent Contractors.</u> 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. <u>Compliance with Laws.</u> 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.
- 1. <u>Data Exchange</u>. The parties should be prepared to exchange information annually 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.

Both parties will be expected to meet within ninety days of signing of this agreement to determine a process to share information.

- m. <u>Neutral Interpretation</u>. This Agreement has been prepared for signature only after each party has had sufficient opportunities to negotiate changes. Each party has been represented by its own lawyer, has had sufficient opportunities to consult with that lawyer, and has done so. The parties agree that this Agreement should be understood and interpreted as a document fully negotiated and accepted by the parties, and should not be construed against the drafting party.
- n. <u>Liability</u>. Each party will be solely responsible for its negligent acts and omissions and those of its employees,

agents, representatives, and assigns. Neither party shall be liable to the other party for indirect, consequential, incidental, special, or punitive damages or lost profits.

o. 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: By: Lindsay ? ng lish

Lindsay S. English, Ph.D. Associate Provost TIFFIN UNIVERSITY By: \_\_\_\_\_\_\_\_\_. Lolonk

> Peter Holbrook, Ph.D. Provost, Chief Operating Officer

#### ATTACHMENT A To The Articulation Agreement Dated July 8, 2024 By and Between Cuyahoga Community College District and Tiffin University

### **Articulation Criteria and Articulation Benefits**

#### 1. The articulation criteria ("Articulation Criteria") are:

- a. A student may be admitted into the DragonNext Program several semesters before they plan to transfer to Tiffin University (TU) which will allow then to utilize many of the benefits offered. A student must complete the DragonNext Program application and have a 2.0 or higher GPA at Cuyahoga Community College the College) and have earned at least 12 credits of transferable credit.
- b. Completion of an Associate of Arts, Associate of Science, Associate of Applied Business, or Associate of Applied Science degree.
- c. Student will sign the transcript consent form as part of the admissions process.
  - 1) The DragonNext Transcript Consent Form plays a pivotal role in ensuring a smoother transition for applicants by allowing us to request their prior institution's transcripts on their behalf. Below are a few reasons why this is both efficient and secure for both institutions and our students:
  - 2) Enhanced Convenience and Efficiency: The Transcript Consent Form streamlines the process for applicants, eliminating the hassle of individually obtaining and submitting transcripts from prior institutions. By granting approval through this form, applicants authorize Tiffin University to request their official transcripts directly, saving valuable time, money and effort. It is a benefit we highlight within the DragonNext partnership.
  - 3) Secure Access via Personalized Credentials: Access to the Consent Form is exclusively available through the Tiffin University- Slate Application Status portal, located within our Customer Relationship Management (CRM). This portal is secured with individualized logins and passwords for each applicant/student, ensuring confidentiality and privacy. The portal is housed within our CRM system, Slate, which adheres to stringent data protection protocols.
- d. Associate degree should include completion of gateway (prerequisite) coursework and required math course for students intended major whenever possible and should include completion of all coursework for student's intended major, as shown on the applicable Transfer Pathway.

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

- a. With the completion of any associate degree, TU will grant a student 60 credits and waive all of their lower level general education requirements.
- b. Transfer credit will always follow the most recent TU catalog.
- c. All courses in which the student receives a grade of "D-" or better will transfer and will be applied toward fulfilling baccalaureate degree requirements at TU. Only courses earned at TU will be used to calculate the cumulative GPA for TU
- d. Students who complete all of the degree requirements in the Associate of Arts, Associate of Science, Associate of Applied Business, or the Associate of Applied Science degree as listed in an approved Transfer Pathway will be admitted to the applicable major at TU.
- e. Students who transfer with a completed Associate degree from Tri-C will qualify for a completion scholarship. \$16,00 annually for on campus students and \$150 per credit hour for online students.

- 1) This amount is subject to change based on current scholarship structure each academic year at Tiffin University.
- f. To help ensure seamless transfer, TU advising staff, with the assistance of Tri-C's Transfer Specialists and Counseling Faculty, will be available every semester to meet with prospective students.
- g. Application fees will be waived for Tri-C students currently enrolled at the time of application.
- h. Unofficial transfer credit evaluations/estimates will be completed for prospective students outlining how Tri-C credits will transfer and apply to the desired degree.
- i. Prospective students will have access to an academic representative/advisor in the desired academic area prior to enrollment at TU.
- j. Transfer student onboarding or orientation will be offered as a group event or individually for all students.
- k. TU and the College will establish and approve major/program Transfer Pathways using the sample template in Appendix A for applicable programs. 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.
  - 1) However, all conferred associate's degrees will be accepted, guaranteeing a minimum of transfer of 60 credit hours.
- 1. Tri-C students will be encouraged to complete their associate degree before transferring to TU. If a Tri-C student transfers to TU prior to completion of an associate degree, Tri-C shall provide an opportunity for the student to subsequently complete the associate degree in absentia using the TU course credit in accordance with the Ohio Credit When It's Due/Reverse Transfer process; only then will the student be eligible and considered a DragonNext student.

#### ATTACHMENT B To The Articulation Agreement Dated July 8, 2024 By and Between Cuyahoga Community College District And Tiffin University

#### **Marketing and Advertising Restrictions**

Promotion of Partnership to Domestic and International Students

In order for Cuyahoga Community College and Tiffin 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:

Deborah Benz Director, Creative Services Integrated Communications Department Cuyahoga Community College Jerry Sue Thornton Center 2500 E. 22nd Street Cleveland, Ohio 44115 P: 216-987-4665 F: 216-987-4806 Debbie.benz@tri-c.edu Tiffin University:

Ali Havrilla Director of Online Enrollment Management

Tiffin University 155 Miami Street Tiffin, OH 44883 P: 419-448-3442 havrillaaa@tiffin.edu

#### ATTACHMENT C To The Articulation Agreement Dated July 8, 2024 By and Between Cuyahoga Community College District And Tiffin University

#### **Process/Responsibility Information**

#### 1. Application Process:

Students may apply and be admitted to the DragonNext program once they have completed 12 credit hours at the College and have a minimum of a 2.0 cumulative college GPA. The application for DragonNext can be found on TU's website, as well as the College's website. Students would begin the DragonNext program by applying for an associate degree at **THE COLLEGE**, while purposely planning to transfer to TU for a bachelor's degree completion. Once the student has earned their associate degree at the College, they will then be considered a DragonNext student and then they will start their bachelor's degree a TU. TU offers many modalities that a student can complete their degree (i.e. on-campus or online). DragonNext students can complete their degree in any of these modalities if the degree is offered in that format.

- a. The TU application fee will be waived. A transcript consent form will be collected at the point of application at TU to allow necessary information to be shared between TU and **THE COLLEGE** when necessary. Once a student has completed their associate degree at **THE COLLEGE**, TU will request an official transcript be sent to TU immediately on behalf of the student at no charge.
  - a. At Tiffin University, and during the development of the DragonNext premier partnership, we determined it was important for us to prioritize the seamless and efficient application process for our prospective students. The DragonNext Transcript Consent Form plays a pivotal role in ensuring a smoother transition for applicants by allowing us to request their prior institution's transcripts on their behalf. Below are a few reasons why this is both efficient and secure for both institutions and our students:
  - b. **Enhanced Convenience and Efficiency:** The Transcript Consent Form streamlines the process for applicants, eliminating the hassle of individually obtaining and submitting transcripts from prior institutions. By granting approval through this form, applicants authorize Tiffin University to request their official transcripts directly, saving valuable time, money and effort. It is a benefit we highlight within the DragonNext partnership.
  - c. Secure Access via Personalized Credentials: Access to the Consent Form is exclusively available through the Tiffin University- Slate Application Status portal, located within our Customer Relationship Management (CRM). This portal is secured with individualized logins and passwords for each applicant/student, ensuring confidentiality and privacy. The portal is housed within our CRM system, Slate, which adheres to stringent data protection protocols.
- b. All the courses in which the student receives a grade of "D-" or better will transfer and will be applied toward fulfilling baccalaureate degree requirements at TU. Only courses earned at TU will be used to calculate the cumulative GPA for TU. Courses will be identified on the College and TU transcripts as either the College or TU courses.
- c. Neither party shall discriminate against DragonNext applicants based on race, color, religion, gender, sexual orientation, age, national origin or ancestry, genetic information, military status, or disability.

#### 2. College Responsibilities:

The College will agree to the below throughout the duration of this partnership.

- a. Retain regional accreditation
- b. Allow and promote on-campus visits from a TU representative to recruit your student body
- c. Invite TU representative to special events on campus that target the student body

- d. Collaborate with TU to plan events specifically for interested DragonNext students
- e. Provide a list of graduates and new students at the end of each semester so that TU may reach out directly
- f. Build and maintain a webpage that promotes the partnership
- g. Comply with processes to submit a final official transcript at the time of degree conferral for TU records
- h. Tailor advising training
- i. Except as may be prohibited by law or by an applicable policy of a party to this Agreement, the College will notify TU of any financial, disciplinary, or academic actions that have been or are about to be taken against a DragonNext student. The College may take any of these actions on its own, and TU is not required to take similar action against a DragonNext student merely because such an action was taken by the other party. Except as set forth explicitly in this Agreement, neither party will have any authority to direct the actions of the other party relating to any DragonNext student.

# 3. Program Administration/Processing:

- a. DragonNext students will be coded and tracked in the CRM system at TU and then also in the Student Information System within the Registrar's office upon enrollment. This will allow TU to track the number of students in this program. In addition, TU can share this information with the College at any point.
- b. TU and the College will each assign a representative to serve as a liaison and assure continued communication between the two institutions on matters related to this Agreement. TU and the College representatives will formally review this Agreement on an annual basis.
- c. TU will send an annual report to the College on the number of DragonNext students enrolled at TU.
- d. Marketing will be coordinated by the TU marketing team with the College team. The marketing departments will work collectively together to make sure the message is consistent and that each institution knows what the other is doing to promote the DragonNext program. Furthermore, TU will provide the Future Partner with the collectively approved marketing collateral, webpage content, and agreed upon DragonNext logo.
- e. The College will work with TU to continue to coordinate efforts to promote this program. Joint efforts may include, but are not limited to attending fairs and other large events to ensure alignment when recruiting for the program to new and continuing students at The College.

# Appendix A Degree Plan/Pathway Associate of \_\_\_\_\_\_ to Bachelor of \_\_\_\_\_\_ in SAMPLE Catalog Year

Course sequence may change based on the individual needs of the student and schedule type required. This Transfer Pathway represents one example of how to complete an associate and bachelor degree.

#### Suggested Transfer Pathway at Tri-C

First Semester		Credits	Second Semester	Credits
ENG 1010/101H	English Composition I/Honors	3		

Third Semester	Credits	Fourth Semester	Credits

Associate of \_\_\_\_\_ Degree Awarded Total Hours:

#### Suggested Degree Plan at

Fifth Semester	Credits		Sixth Semester	Credits
		-		

Seventh Semester	Credits	Eight Semester	Credits

Bachelor of Arts Degree Awarded Total Hours:

Students should work closely with advisors at both institutions to discuss options. Students should work with a (XXX) advisor to identify a (minor or a second major/etc.). A (XXX) advisor can also assist students with developing a graduation plan for full-or part-time study.

Major/Program specific admission/grade/etc. requirements (if different from Attachment A.)

\*\* Students should complete the following mathematics course as part of the Associate degree prior to transferring: **MATH** (???)

# # The following courses should be selected as part of the Associate: (List courses, if any, here.)

Examples: Is there a Foreign Language Requirement? It could be a requirement for admission to, or for the degree at, the fouryear institution.

Electives typically are best decided by the four-year partner school to meet institutional general education, major, prerequisite and/or degree requirements (Historical Reasoning, Diversity, etc.)

# (List Benefits here)

Example: This program awards maximum credit for an associate degree from Cuyahoga Community College, streamlining completion of a bachelor's degree from (XXX) University. A maximum of 60 credits transfers to (XXX) from Tri-C for your AA degree, fulfilling most of the (XXX) core requirements and guaranteeing junior status.

# All students must complete:

- A minimum of (?) semester credits (combined Tri-C and (XXX))
- Meet all residency requirements ((?) credits for (XXX), plus major and minor residency)-depends on 4-year requirements
- An Experiential Learning requirement (Ex.: internship, field experience, community service)- *depends on 4-year* requirements

# Course List A - recommended elective choices:

(List courses here, if any)

NOTES: In some cases, we realize a student might have to take coursework during the summer to meet prerequisites to start their junior year. Just include on the other side as a summer term and make notation on this side of the rationale.

This information is provided by both institutions solely for convenience and expressly disclaims any liability which may otherwise be incurred. This is neither a contract nor an offer to make a contract. While every effort has been made to ensure the accuracy of the information, each institution reserves the right to make changes at any time with respect to course offerings, degree requirements, services provided, or any other subject addressed herein.

See ATTACHMENT A for Articulation Criteria and Benefits