ARTICULATION AGREEMENT

by and between Cuyahoga Community College District and University of Akron, Williams Honors College

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 2nd day of July 2025 (the "Effective Date") by and between Cuyahoga Community College District (the "College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and The University of Akron ("UA"), with an address 302 Buchtel Common, Akron, Ohio 44325. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and UA is an institution of higher education established pursuant to Ohio nonprofit corporation law (private) or included above. The College and UA desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at UA, 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:

This Agreement provides for collaboration between College and UA in order to enhance and further the educational opportunities available to eligible students. The goal of this Agreement is to create a seamless and sequential progression of academic courses from the associate level to the baccalaureate level. It has been customary that credits earned by students at one regionally accredited institution of higher education must transfer to another similarly accredited college or university.

1. Description of Articulation Program.

- a. <u>Definitions</u>. Articulation Criteria and Articulation Benefits are defined on <u>Attachment A</u>, which is attached hereto and incorporated by reference.
- b. <u>Articulation Benefits to Students</u>. UA will provide the Articulation Benefits outlined in Attachment A at no charge to past and present students of the College who meet the Articulation Criteria. The conditions of this Articulation will be acceptable for students up to 2 years after completion of their program at the College.
- c. <u>Accreditation of the College</u>. 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 UA if such accreditation ceases to exist.
- d. <u>Accreditation of UA</u>. UA warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. UA 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), UA will consider their applications for admission in accordance with standard UA 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.

2. Specific Provisions.

- a. <u>Joint Session</u>. The College and UA will jointly develop and implement an annual joint recruitment session to be held in August to inform parents, students and guidance counselors about this Agreement and to provide academic and career counseling. The College and UA may include information about this Articulation Agreement in their promotional materials.
- b. <u>Tracking and Feedback</u>. The College and UA will jointly prepare and agree upon a system addressing issues including but not limited to: student tracking and feedback.

- c. Appropriate faculty and staff of each party will become familiarized with this Articulation Agreement and its Attachment A so as to facilitate full participation in and utilization of resources provided by this educational pipeline.
- d. A review committee for this Honors College Articulation Agreement, made up of representatives from the College and UA, will meet at least annually for the purpose of consultation and necessary revision to this Agreement. The Assistant Chair, Jack, Joseph and Morton Mandel Humanities Center shall be responsible for convening this meeting. If revisions do occur to this Agreement and course articulation, students will complete their program under the conditions and curriculum articulation in place when they entered the Williams Honors College at UA as long as they complete their program within five (5) years of their entry date.
- e. The College and UA each reserve the right to make such changes in course offerings and degree requirements as may be required from time to time to meet their respective educational missions. Each party agrees to communicate such changes in a timely fashion to the other party, at least annually, during the Agreement review process.
- f. The College and UA, in an ongoing attempt to strengthen this educational and degree pathway for the benefit of future students, will foster communication between their program faculties so they may jointly address the common needs for quality assessment and, where appropriate, advise and provide professional insight on course development to increase opportunities for future course articulation.
- g. It is the student's responsibility to keep a record of this Agreement and to present this Agreement to the designated academic advisor at UA upon admittance into the Williams Honors College at UA.

3. Term and Termination.

a. <u>Term.</u> This Agreement will run from the Effective Date until the end of the last day of the Spring, 2028 academic term of the College, at which time this Agreement will automatically expire unless the parties mutually agree in writing to extend the Agreement.

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 (1) the end of the next admissions application and review period of UA, or (2) the date that is 90 days after the notice that includes a description of the breach is received by the other party; *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 reason, effective one year after providing written notice of its intent to terminate to the other party.
- c. <u>Post-Termination</u>. Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to UA shall continue to receive the benefits detailed by this Agreement.

4. 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.

- d. Survival. Sections 3(c) and this Section 4 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 4(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":

<u>For Cuyahoga Community College</u>: Lindsay S. English, Ph.D. Executive Vice President of Academic Affairs 700 Carnegie Avenue Cleveland, OH 44115 For University of Akron: Gwyneth Price, Ph. D. Executive Vice President & Provost 302 Buchtel Common Akron, OH 44325

With a copy to:
Office of General Counsel
Cuyahoga Community College
2500 East 22nd Street
Cleveland, Ohio 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 document 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, religion, disability, age, national origin, color, or veteran's status.

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. Recommended for:

CUYAHOGA COMMUNITY COLLEGE DISTRICT:

UNIVERSITY OF AKRON:

Lindsay S. English, Ph.D.

Executive Vice President of Academic Affairs

Gwyneth Price, Ph.D.

Senior Vice President & Provost

[The remainder of this page is left blank intentionally; signature page attached.]

Attachment A to the Articulation Agreement Dated July 2, 2025 by and between Cuyahoga Community College District And University of Akron, Williams Honors College

Articulation Criteria and Articulation Benefits

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

- a. Completion of an associate degree at Cuyahoga Community College with a minimum overall cumulative grade point average of 3.5 on a 4.0 scale at the College.
- b. Completion of a transfer application to the University of Akron and The Williams Honors College.
- c. Submission of an official Cuyahoga Community College transcript to University of Akron.
- d. The Cuyahoga Community College GPA will be used only for acceptance to UA. The Williams Honors College GPA at UA will be based only on credits and courses taken and earned at UA.

2. UA Honors Program requirements and clarifications:

- a. All Williams Honors College Students must complete 9 colloquium credits at UA.
- b. All Williams Honors College Students must complete the Honors Research Project at UA according to the norms established by the Williams Honors College, including but not limited to the required research course in the student's discipline.
- c. Transfer students in the Williams Honors College with more than 60 transfer credits are expected to maintain a 3.4 cumulative GPA as calculated at the end of each spring semester. Students who do not maintain the required cumulative GPA may be placed on Honors probation or be dismissed from the Williams Honors College.

3. The Articulation benefits ("Articulation Benefits") are:

- a. There is no application fee for the UA Williams Honors College.
- b. Student meeting the requirements in (1) above will be granted junior status at UA.
- c. Students admitted to the UA Williams Honors College will have early registration privileges.
- d. Students will have a special Williams Honors College advising opportunity.
- e. Students admitted to the UA Williams Honors College are exempt from general education requirements but instead will complete the <u>honors distribution requirements</u>, which can be completed at Tri-C.
- f. Students admitted to the UA Williams Honors College will be part of a honors community co-hort.
- g. UA Transfer Honors Scholarships of \$1500-\$2000 per year.
- h. Eligibility for UA transfer Provost Scholarships of \$1000-\$5000 per year.
- i. Eligibility for all benefits and perquisites of the UA Williams Honors College, including grant funding for study abroad opportunities and Honors Research Projects.