

COMPLETION TRANSFER PATHWAYS ARTICULATION AGREEMENT

Between

CUYAHOGA COMMUNITY COLLEGE

And

UNION INSTITUTE AND UNIVERSITY

For

ASSOCIATE OF ARTS, ASSOCIATE OF SCIENCE, ASSOCIATE OF APPLIED SCIENCE, AND ASSOCIATE OF APPLIED BUSINESS DEGREE COMPLETION TRANSFER

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 9th day of November, 2018 (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 Union Institute and University (Hereafter referred to as "UI&U"), with an address at 440 E. McMillan Street, Cincinnati, OH 45206. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code and UI&U is a non-profit, private, accredited, international institution of higher education pursuant to Ohio nonprofit corporation law. The College and UI&U (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 UI&U, 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. UI&U will provide the Articulation Benefits at no charge to past and present students of the college who meet the Articulation Criteria.
- c. Accreditation of the College. The College warrants that it is accredited by the Higher Learning Commission. The College will notify UI&U if such accreditation ceases to exist.
- d. Accreditation of UI&U. UI&U warrants that it is accredited by the Higher Learning Commission. UI&U will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria 1(a-e), UI&U will consider their applications for admission in accordance with standard UI&U 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, UI&U 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. Transfer Pathway Review. Transfer degree pathways will be reviewed and published annually. UI&U 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. Program-specific admission requirements. Admission and academic requirements for specific baccalaureate degrees are exclusively the responsibility of UI&U and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that UI&U 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 2021 Spring term of the College.
- b. Termination.
 - 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 UI&U, 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. Post-Termination. Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to UI&U shall continue to receive the benefits contemplated by this Agreement and the UI&U catalog rights from the term in which they are admitted to UI&U as set forth in Section 2b 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 governed by and construed in accordance with the laws of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- c. 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.
- 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.
Interim Vice President, Learning and Engagement
700 Carnegie Avenue
Cleveland, OH 44115

For Union Institute and University:
Dr. Nelson Soto
Provost & Vice President for Academic Affairs
440 E. McMillan Street
Cincinnati, OH, 45206

With a copy to:
Office of General Counsel and Legal Services
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, OH 44115

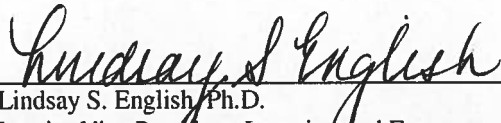
With a copy to:
Sonya Fultz, Director of Academic Partnerships
and Innovation
440. E. McMillan Street
Cincinnati, OH 45206

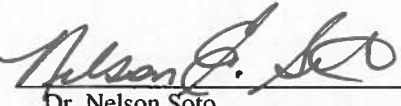
- f. Waivers and Amendments. The waiver by either Party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended 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. UI&U will provide the College with information regarding the success of a student transferring to UI&U while utilizing the benefits of this agreement, provided that that student has provided written consent to UI&U to share such information beyond the available directory information. UI&U 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 UI&U:
- 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:

UNION INSTITUTE AND UNIVERSITY:

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

By: 
Dr. Nelson Soto
Provost and Vice President for Academic
Affairs

ATTACHMENT A
To The
Articulation Agreement Dated November 9, 2018
By and Between
Cuyahoga Community College District
and
Union Institute and University

Articulation Criteria and Articulation Benefits

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

- a. Completion of an Associate of Arts, Associate of Science, Associate of Applied Science or Associate of Applied Business degree.
- b. UI&U and the College will establish and approve major/program Transfer Pathways using the sample template in Appendix A. 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.
- c. Associate degree should include completion of gateway (prerequisite) coursework and required math course for students intended major whenever possible.
- d. **Application & Review Procedures.** Partner graduates who hold an Associate of Arts, Associate of Science, Associate of Applied Science or Associate of Applied Business will be considered for admission to UI&U's undergraduate degree program upon completion of:
 - The application for admission form with essay
 - The receipt of all official transcripts from partner as well as any other college/university previously attended

Note: Acceptance into the Bachelors program of UI&U is not guaranteed to holders of the associate's degree from partner but is contingent on successful completion of the application process and acceptance of the application by the admissions committee at UI&U.

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 UI&U. All UI&U General Education requirements will be satisfied for the undergraduate degree requirements for students transferring with a conferred associate of arts degree or associate of science degree,
- b. A maximum of 90 credits can transfer to UI&U from the College for an Associate degree. Student will be guaranteed junior standing. Transfer credit will always follow the most recent UI&U catalog. For a complete list of transfer equivalencies go to (Tri-C Transfer Center website, UI&U webpage).
- c. All course equivalencies as determined by UI&U faculty and in which the student has received a grade of "D" or better will transfer to UI&U toward major, minor and core requirements with the completion of the Associate of Arts, Associate of Science, Associate of Applied Science or Associate of Applied Business degree,
- d. Students must complete 30 residency semester hours and meet all UI&U residency requirements for the major and minor.
- e. Students who complete all of the degree requirements in the Associate of Arts or Associate of Science degree as listed in an approved Transfer Pathway will meet all general education requirements for UI&U.
- f. UI&U will award credit for all non-remedial courses completed at the College with D grades or higher if earned as part of the associate degree.

- g. Partner graduates who transfer into UI&U undergraduate program will receive a scholarship of \$100 discount per credit hour for the first 30 credit hours of registration up to \$3,000. Member of Phi Theta Kappa will receive an additional first semester \$500 scholarship.
- h. All (partner) employees shall be eligible for a tuition reduction for the first 30 graduate credits completed in a UI&U program. Employees in degree seeking programs will receive a scholarship of \$100 per credit hour up to \$3,000. Employees in non-degree seeking coursework including certificate coursework will receive a scholarship of \$50 per credit hour up to \$1,500. This scholarship cannot be combined with other institutional scholarships.
- i. To help ensure seamless transfer, UI&U advising staff, with the assistance of the College's Transfer Specialists and Counseling Departments, will be available on each of the College's campuses every semester to meet with prospective students.

ATTACHMENT B
To The
Articulation Agreement Dated November 9, 2018
By and Between
Cuyahoga Community College District
And
Union Institute and University

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Union Institute and 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:

Eric Wheeler
Director, Creative Services
Integrated Communications Department
Cuyahoga Community College
Jerry Sue Thornton Center
2500 E. 22nd Street
Cleveland, Ohio 44115
P: 216-987-3517
F: 216-987-4806

Union Institute and University:

Ashley Finkes
Director of Marketing
Union Institute and University
440 East McMillan Street
Cincinnati, OH 45206
P: 513.487.1150
Email: Ashley.Finkes@myunion.edu



SAMPLE
Appendix A
Degree Plan/Pathway
Associate of _____ to Bachelor of _____ in
Suggested Transfer Pathway at Tri-C (2+2, readjust for 3+1)

First Semester			Second Semester		
		Credits			Credits
ENG 1010/101H	English Composition I/Honors	3	ENG 1020/102H	English Composition II/Honors	3

Third Semester			Fourth Semester		
		Credits			Credits

Associate of Arts Degree Awarded Total Hours:

Suggested Degree Plan at _____

Fifth Semester			Sixth Semester		
		Credits			Credits

Seventh Semester			Eight Semester		
		Credits			Credits

Bachelor of Arts Degree Awarded Total Hours:

This Transfer Pathway represents one example of how to complete an associate and bachelor degree. 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.

***Course sequence may change based on the individual needs of the student and schedule type required.**

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

The following courses should be selected as part of the AA: (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 four-year 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 62 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.*

Also, use TAG courses as able.

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