

TRANSFER PATHWAY COMPLETION ARTICULATION AGREEMENT
By and Between
CUYAHOGA COMMUNITY COLLEGE
And
UNIVERSITY OF CINCINNATI
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 6th day of January, 2020 (the "Effective Date") by and between Cuyahoga Community College District (the College), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and University of Cincinnati ("UC"), with an address at 2600 Clifton Avenue, Cincinnati, OH 43221. The College and UC are institutions of higher education established pursuant to Section 3354 or 3344 respectively of the Ohio Revised Code. The College and UC (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 UC, 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. UC 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 UC if such accreditation ceases to exist.
- d. Accreditation of UC. UC warrants that it is accredited by the Higher Learning Commission. UC 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-f), UC will consider their applications for admission in accordance with standard UC 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, UC 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 Pathways. Agreed upon major/program transfer pathways will be created as part of this articulation agreement as appropriate.
 - 1.) The College will post all Transfer Pathways online.
 - 2.) UC 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 annually.
 - 3.) As per state policy regarding the Ohio Guaranteed Transfer Pathways (OGTP) Implementation, "local or regional agreements may continue to exist as long as they further supplement the existing OGTPs and do not contradict them".
- i. Program-specific admission requirements. Admission and academic requirements for specific baccalaureate degrees are exclusively the responsibility of UC and its academic units to determine and administer. Nothing

in this agreement alters or amends the admission, academic or graduation requirements that UC 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 2023 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 UC, 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 UC shall continue to receive the benefits contemplated by this Agreement and the UC catalog rights from the term in which they are admitted to UC as set forth in Section 2 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.
Vice President, Learning and Engagement
700 Carnegie Avenue
Cleveland, OH 44115

For University of Cincinnati:
Office of General Counsel
University Pavilion 650
2618 McMicken Circle
Cincinnati, OH 45221-0623

With a copy to:
Office of General Counsel and Legal Services
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, OH 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 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 by institutional policy 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 may provide upon request a directory list of graduates from the College following each graduation. UC may provide the College with information regarding the success of a student transferring to UC while utilizing the benefits of this agreement, provided that that student has provided written consent to UC to share such information beyond the available directory information. UC may 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 may be requested from UC:
 - 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 may 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:

UNIVERSITY OF CINCINNATI:

By: completed January 7, 2020
Lindsay S. English, Ph.D.
Vice President, Learning and Engagement

By: completed January 27, 2020
Thomas P. Glass, Esq.
Associate General Counsel & Assistant
Contracting Officer

ATTACHMENT A
To The
Articulation Agreement Dated January 6, 2020
By and Between
Cuyahoga Community College District
and
University of Cincinnati

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. UC and the College will establish and approve mirroring major/program Transfer Pathways (College) and Transfer Degree Maps (UC) using the sample templates in Appendix A and/or Appendix B. Any revisions to a Transfer Pathway/Transfer Degree Map 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/map. As per state policy regarding the Ohio Guaranteed Transfer Pathways (OGTP) Implementation, "local or regional agreements may continue to exist as long as they further supplement the existing OGTPs and do not contradict them".
- c. Transfer Pathways should include prerequisite coursework and all required coursework for students intended major for both the associate and bachelor components whenever possible.
- d. Due to curriculum structures and the variability in student enrollment patterns, UC cannot guarantee that students who transfer under the provision of this agreement will complete all the requirements to graduate from UC within two years or by earning an additional 60 semester hours at the UC.
- e. UC will provide course equivalencies to the College.

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

- a. All course equivalencies as determined by UC faculty and in which the student has received a grade of "D-" or better will transfer to UC 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. It should be noted that the student may be required to retake any course in which s/he received a grade where there is a higher minimum grade required for all native UC students pursuing the same academic program. The application of this rule shall be the same for both native UC students and College transfer students.
- b. Students completing an associates at the College will be considered to have met all lower division general education requirements at UC.
- c. Students must meet all UC residency requirements for the major and minor.
- d. UC 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.
- e. UC and College recognize the need for transfer students to feel supported in their transition from College to UC and will provide resources to that effect: UC's Center for Pathways Advising and Student Success shall serve as a central point of contact for College students with questions related to advising, credit evaluation, and application to degree programs prior to full matriculation at UC. College advisors will have knowledge of these points of contact, and shall communicate their availability to transfer students (www.uc.edu/pathways)
- f. College students will be encouraged to complete their associate degree before transferring to UC. If a College student transfers to UC prior to completion of an associate degree, the College shall provide an

opportunity for the student to subsequently complete the associate degree in absentia using the UC course credit in accordance with the Ohio Credit When It's Due/Reverse Transfer process. Students who have not completed their associates degree, or who have earned a cumulative GPA below the requirement, or those who have been dismissed previously from another institution will be considered for admission according to the admissions policy and standards of the University of Cincinnati, according to catalog requirements.

- g. Federal regulations mandate that financial aid can be disbursed to a student by only one institution during any given term. Financial aid eligibility through the College ends when the student completes their associate degree and commences working upon a degree program at the University of Cincinnati.

ATTACHMENT B

To The
Articulation Agreement Dated January 6, 2019
By and Between
Cuyahoga Community College District
And
University of Cincinnati

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and University of Cincinnati 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

University of Cincinnati:

Alex Brogaard
Program Coordinator, Pathways Advising & Student Success
Academic & Advising Services
University of Cincinnati
University Pavilion, 130
2618 McMicken Circle
Cincinnati, OH 45221-0202
P: 513-556-2094



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

Appendix B SAMPLE

University of Cincinnati Transfer Articulation Agreement Originating Institution Name, Degree and program/concentration Name to University of Cincinnati, College Name, Degree and Program (Track if applicable)

Originating Institution: Originating Institution Name Degree/Program: Degree and Program (Track if applicable)	
Target Institution: University of Cincinnati / College Name Degree/Program: Degree and Program (Track if applicable)	
Introduction: This agreement details the <u>applicability</u> of courses from the Originating Institution Name Degree and Program to the UC Degree and Program (Track if applicable) in the UC College Name. Students who complete the Originating Institution Degree and Program at Originating Institution Name have satisfied the UC General Education requirement.	
Articulation Overview: Graduates from Originating Institution Name who have followed the prescribed program and are accepted into the UC College Name will enter with ## hours (or designate: in the third year of the program) of transfer credit applicable toward the UC Degree and Program degree.	
Admission Criteria: *Note: completing the courses on the addendums below does not guarantee admission to the UC UC Degree and Program program. Minimum GPA: #.## BA/BS/BBA Completion: Completion of this program may require more than four semesters to complete due to prerequisite requirements and the order in which required courses must be taken and are offered. UC academic advising staff will work with each transfer student to develop the most expedient pathway to graduation. Admission Period: Originating Institution Name students must be admitted to the UC UC College Name during the duration of this agreement (i.e. between (month year) and (month year)).	
Agreement Execution Date: (month year)	Agreement End Date: (month year)

EXECUTION, DURATION AND REVIEW OF AGREEMENT:

This agreement becomes effective upon its signing by the Deans of both Colleges and will remain effective for three years. At the end of this time, the agreement will be reviewed and may be renegotiated. Originating Institution Name and the UC UC College Name agree to keep one another informed as program changes affecting the agreement occur. The Deans of both Colleges will agree upon any future additions and/or amendments to this document in writing.

This agreement will be reviewed on an annual basis and is subject to change due to revisions in program curriculum.

Originating Institution Name students are encouraged to work closely with their academic advisor to monitor possible changes.

SEE ATTACHED ADDENDUMS FOR COURSE EQUIVALENCIES AND SAMPLE TRANSFER DEGREE MAPS.

 (Dean's Name, degree initials) [date]
 Dean, Originating Institution Name

 (Dean's Name, degree initials) [date]
 Dean, UC College Name
 University of Cincinnati

 (Program director's name, degree initials) [date]
 (Title)

 (Program director's name, degree initials) [date]
 (Department Chair/Head or Program Director)
 UC College Name

 (Transfer Director or similar, if appropriate) [date]

Primary Contact Person for this Agreement:

	Originating Institution Name	University of Cincinnati
Name Title	Name	Rachel Fulton Sr Academic Evaluator College Credit Services, Enrollment Management
Telephone	###-###-####	513-556-3564
Email	email@email.com	Rachel.Fulton@uc.edu
Mailing Address	Mailing address	College Credit Services University Pavilion 120 PO Box 210202 Cincinnati, Ohio 45221-0202

Semester 2 – at Originating Institution Name

Course Number	Course Title	Cr Hrs	UC Equivalent Number

Semester 3 – at Originating Institution Name

Course Number	Course Title	Cr Hrs	UC Equivalent Number

Semester 4 – at Originating Institution Name

Course Number	Course Title	Cr Hrs	UC Equivalent Number

Semester 5 – at University of Cincinnati

UC Course Number	Course Title	Cr Hrs

Semester 6 – at University of Cincinnati

UC Course Number	Course Title	Cr Hrs

Semester 7 – at University of Cincinnati

UC Course Number	Course Title	Cr Hrs

Semester 8 – at University of Cincinnati

UC Course Number	Course Title	Cr Hrs