

COMPLETION ARTICULATION AGREEMENT WITH TRANSFER PATHWAYS

Between

CUYAHOGA COMMUNITY COLLEGE

And

ARIZONA STATE UNIVERSITY

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 9th day of May, 2023 (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 the Arizona Board of Regents for and on behalf of Arizona State University with an address at 300 E. University Drive, Tempe, Arizona 85287 (Hereafter referred to as “ASU”). The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code and ASU is an institution of higher education governed by the Arizona Board of Regents pursuant to the Constitution of the State of Arizona. The College and ASU (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 ASU, 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, which is attached hereto and made a part of this Agreement.
- b. Articulation Benefits to Students. ASU 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 ASU if such accreditation ceases to exist.
- d. Accreditation of ASU. ASU warrants that it is accredited by the Higher Learning Commission. ASU 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-c), ASU will consider their applications for admission in accordance with standard ASU 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, ASU 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. ASU 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 Party will work in good faith to modify its policies, procedures, etc. to accommodate the changing needs of the other Party.
- i. Program-specific Admission Requirements. Admission and academic requirements for specific baccalaureate degrees are exclusively the responsibility of ASU and its academic units to determine and administer. Nothing in this Agreement alters or amends the admission, academic or graduation requirements that ASU units may establish and amend from time to time, providing that changes remain in conformity with any specific amendments to this Agreement 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 commence on the Effective Date and shall automatically expire on the last day of the 2027 Spring term of the College unless earlier terminated as provided below.
- 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 ASU, 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 90 days 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 ASU shall continue to receive the benefits contemplated by this Agreement and the ASU catalog rights from the term in which they are admitted to ASU as set forth in Attachment A.

3. Miscellaneous.

- a. Severability. If any Section or provision of this Agreement is 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. Survival. Section 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- c. 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(c) 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(c) or by a notice delivered by another method in accordance with this Section 3(c), acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for purposes of this Section 3(c) 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):

For Cuyahoga Community College District:
Lindsay S. English, Ph. D.
Assistant Provost /Vice President, Learning &
Engagement
700 Carnegie Avenue
Cleveland, OH 44115

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

For Arizona State University:
Cheryl Hyman
Vice Provost of Academic Alliances
1130 E University Drive – UNCTR – B
Tempe AZ 85281

With a Copy to:
Amber Covington
Senior Director
1130 E University Drive – B – Office 364
Tempe AZ 85281
MyPath2ASUPartnerships@asu.edu

- d. 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 by means of a writing signed by both Parties.
- e. 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.

- f. 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.
- g. 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.
- h. 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 have any right, power, or authority under this Agreement to act as a legal representative of the other Party, and neither Party shall have any power or authority to obligate or bind the other or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
- i. 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.
- j. Data Exchange. 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, the Gramm-Leach-Bliley Act of 1999, and all other applicable law. ASU will provide the College with information regarding the success of students transferring to ASU and aggregate enrollment data while utilizing the benefits of this Agreement. Both Parties will be expected to meet within ninety days of signing this Agreement to determine a process to share information.
- k. Promotion; Use of Names and Marks. All promotion and advertising regarding the subject matter of this Agreement must conform to the statement approved by the College's Integrated Communications Department, (see **Attachment B**), which must be reasonably acceptable to ASU. The Parties agree to identify their collaborative relationship on applicable websites subject to the terms of this Agreement. Each Party reserves the right to review in advance any marketing information or press releases that will be disseminated to students or the public about this collaborative relationship. Neither Party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of the other Party ("Marks") for any reason, including online, advertising, pro-motional purposes, or any form of publicity, without the prior written permission of the Party that owns the Marks in each instance. Use of any Party's Marks must comply with the owning Party's requirements, including using the ® indication of a registered trademark where applicable.
- l. State of Arizona Provisions.
 - i. ASU's participation in this Agreement is subject to Arizona Revised Statutes ("A.R.S.") § 38-511 which provides that this Agreement may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ASU is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.
 - ii. Notice is hereby provided of A.R.S. §§ 12-133 and 12-1518.
 - iii. In accordance with A.R.S. § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to the College and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
 - iv. Neither Party will be in default hereunder by reason of its delay in performing or failure to perform any of its obligations hereunder if such delay or failure is caused by or results from acts of terrorism, strikes, acts of God or the public enemy, epidemics or pandemics, mass health issues or disease,

quarantine restrictions, riots, or interference by civil or military authorities, acts of the Government in either its sovereign or contractual capacity, or other emergencies that may disrupt the operations of a Party's campus or facility.

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:

**THE ARIZONA BOARD OF REGENTS FOR
AND ON BEHALF OF
ARIZONA STATE UNIVERSITY:**

By: Lindsay S. English

By: Nancy Gonzales

Lindsay S. English, Ph.D.
Assistant Provost /Vice President, Learning &
Engagement

Nancy Gonzales
Executive Vice President and University
Provost

05/16/2023

ATTACHMENT A
to the
Articulation Agreement Dated May 9, 2023
by and between
Cuyahoga Community College District
and
Arizona State University

Articulation Criteria and Articulation Benefits

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

- a. Arizona State University (ASU) and Cuyahoga Community College (Tri-C) will establish and approve major/program Transfer Pathways using MyPath2ASU. ASU will provide recommended pathways based on major requirements and ASU-determined course equivalencies. Any revisions to a Transfer Pathway during the term of this Agreement must be approved by the Parties and will be applied to new students undertaking the applicable pathway.
- b. Students must meet all transfer admission criteria for ASU and complete the application process before the enrollment deadline. Tri-C will work to ensure students are prepared to meet ASU admissions requirements and complete appropriate lower-division coursework based on transfer pathways.
- c. This Articulation Agreement does not create a partnership, joint venture, or agency relationship between the parties of any kind or nature. This agreement does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein.

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

- a. Courses listed in an approved Transfer Pathway will apply toward college, university, and major requirements for graduation at ASU.
- b. Guaranteed general admission to ASU and admission into major of choice if all requirements are satisfied. Some majors have additional or higher admissions requirements.¹⁻²
- c. MyPath2ASU will allow Tri-C students the capability to explore over 400+ undergraduate majors and see how their credits apply.
- d. MyPath2ASU assists in selecting classes to minimize loss of credit.
- e. Students at Tri-C will have direct access to transfer tools and ASU’s transfer specialists.
- f. A maximum of 64 credits can transfer to ASU from Tri-C for associate degree completion. Transfer credit will always follow the most recent ASU catalog.
 - a. 75 credit hours can be transferred into the following degrees and associated sub plans and will accept up to 75 credit hours of community college coursework upon successful completion of an Associate Degree from partnering community colleges: Interdisciplinary Studies, BA, Liberal Studies, BA and Organizational Leadership, BA.
 - b. RN to BSN Options: students admitted to the BSN program online can pursue RN to BSN or Concurrent Enrollment Program. Up to 75 transfer credits from a regionally accredited associate degree nursing program may be accepted and applied to the online BSN program.
- g. All course equivalencies as determined by ASU faculty and in which the student has received a grade of “C” or better will transfer to ASU toward major, minor, and core requirements with the completion of the Associate of Arts or Associate of Science degree.
- h. Recommended courses included in the established pathways and MyPath2ASU minimize loss of credit while preparing students for their desired major.

- i. Associate degree includes 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.
- j. Students who complete all of the degree requirements in the Associate of Arts, Associate of Science, Associate of Applied Business, Associate of Applied Science degree as listed in an approved Transfer Pathway will be admitted to the applicable major at ASU.
- k. ASU will award credit for all non-remedial courses completed at Tri-C with C grades or higher if earned as part of the associate degree.
- l. Students can utilize the ASU scholarship portal: <https://scholarships.asu.edu/scholarship-search> to search for scholarship opportunities applicable to transfer students.
- m. To help ensure seamless transfer, ASU advising staff, with the assistance of Tri-C's Transfer Specialists and Counseling Departments, will be available every semester to meet with prospective students.
- n. Tri-C students will be encouraged to complete their associate degree before transferring to ASU. If a Tri-C student transfers to ASU 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 ASU course credit in accordance with the Tri-C Reverse Transfer process.

¹ General university admission is guaranteed upon successful completion of the following conditions: 1) Completion of an associate degree from a regionally accredited higher education institution with a minimum 2.00 cumulative GPA (Arizona residents) or 2.50 cumulative GPA (nonresidents) or 2) completion of 24 or more transferable semester credits post-high school with a minimum cumulative transfer GPA of 2.50 (4.00="A") and verification of high school graduation or the equivalent. NOTE: Some ASU colleges and schools have additional or higher requirements for admission into their majors.

² Students will also need to submit an Arizona State University admission application, including an application fee and other required documents, such as official college/university transcripts.

MyPath2ASU™ pathway programs include a minimum of 24 credit hours, students with fewer than 24 credit transfer credit hours will need to meet the appropriate admission requirements

ATTACHMENT B
to the
Articulation Agreement Dated May 9, 2023
by and between
Cuyahoga Community College District
and
Arizona State University

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Arizona State 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. 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

Arizona State University
Renee Beauchamp
Senior Director, Transfer Operations
asuacademicalliances@asu.edu

With regard to the use of ASU's Marks, all requests for approval pursuant to this Section must be submitted to ASU's Enterprise Brand Strategy and Management group at the following email address at least 10 business days prior to the date on which a response is needed: asubrand@asu.edu.

With regard to any sales promotion work or advertising, press release or any form of publicity, all requests for approval pursuant to this Section must be submitted to ASU Media Relations at the following email address at least 10 business days prior to the date on which a response is needed: mediarelations@asu.edu.