

COMPLETION TRANSFER PATHWAYS ARTICULATION AGREEMENT

Between

CUYAHOGA COMMUNITY COLLEGE

And

FRANKLIN UNIVERSITY

For

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

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 21st day of January, 2021 (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 Franklin University (Hereafter referred to as Franklin), with an address at 201 S. Grant Avenue, Columbus, OH 43215. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code and Franklin is a non-profit institution of higher education pursuant to Ohio nonprofit corporation law. The College and Franklin (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 Franklin, 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. Franklin 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 Franklin if such accreditation ceases to exist.
- d. Accreditation of Franklin. Franklin warrants that it is accredited by the Higher Learning Commission. Franklin 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), Franklin will consider their applications for admission in accordance with standard Franklin 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, Franklin 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. Franklin 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 Franklin and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that Franklin 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 2025 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 Franklin, 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 Franklin shall continue to receive the benefits contemplated by this Agreement and the Franklin catalog rights from the term in which they are admitted to Franklin as set forth in 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 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 purposes of this section 3(e) 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.
Vice President, Learning and Engagement
700 Carnegie Avenue
Cleveland, OH 44115

For Franklin University:
Bill Chan
Vice President, Strategic Alliances
201 S. Grant Avenue
Columbus, OH 43215

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. 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. Franklin will provide the College with information regarding the success of students transferring to Franklin while utilizing the benefits of this Agreement.

Both parties 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:

FRANKLIN UNIVERSITY:

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

By: Bill Chan
Bill Chan
Vice President, Strategic Alliances

ATTACHMENT A
To The
Articulation Agreement Dated January 21, 2021
By and Between
Cuyahoga Community College District
and
Franklin 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. Franklin 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 and should include completion of all coursework for student's intended major, as shown on the applicable Transfer Pathway.
- d. Franklin will provide course equivalencies to the College

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 Franklin.
- b. A maximum 94 credits can transfer to Franklin from the College for an Associate degree. Student will be guaranteed junior standing. Transfer credit will always follow the most recent Franklin catalog. For a complete list of transfer equivalencies go to (Tri-C Transfer Center website, Franklin webpage).
- c. All course equivalencies as determined by Franklin faculty and in which the student has received a grade of "D" or better will transfer to Franklin toward major, minor and core requirements with the completion of the Associate of Arts, Associate of Science, or Associate of Applied Science degree.
- d. Students must complete 30 semester hours at Franklin and meet all residency requirements for the major and minor.
- e. Students who complete all of the degree requirements in the Associate of Arts, Associate of Science, or Associate of Applied Science degree as listed in an approved Transfer Pathway will be admitted to the applicable major at Franklin.
- f. Franklin 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. To help ensure seamless transfer, Franklin 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 January 21, 2021
By and Between
Cuyahoga Community College District
And
Franklin University**

Marketing and Advertising Restrictions

**Promotion of Partnership to
Domestic and International Students**

In order for Cuyahoga Community College and Franklin 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**

Franklin University:

**Christine Allen
Assistant Director of Marketing
Franklin University
201 S. Grant Avenue
Columbus, OH 43215
P: 614.947.6196
Christine.allen@franklin.edu**

**Appendix A
Degree Plan/Pathway**

2020-2021 Catalog

Suggested Degree

First Semester		Credits
ENG 1010/101H	College Composition I/Honors	3
BADM 1020	Introduction to Business	3
MATH 1470	Modern Math for Business	4
PHIL 1020	Introduction to Logic	3
Natural Science	OTM Natural Science Elective	3
		16

Second Semester		Credits
ENG 1020/102H	College Composition II/Honors	3
ECON 2000	Principles of Microeconomics	3
PHIL 2060	Business Ethics	3
Natural Science	Natural Science Elective with Lab	4
BADM 1020	Introduction to Business	3
		16

Third Semester		Credits
ACCT 1311	Financial Accounting	3
ECON 2010	Principles of Macroeconomics	3
PSY 1010/1010H or SOC 1010/101H	Social and Behavioral Science Elec.	3
COMM 1010/101H	Speech Communications/Honors	3
IT 1090/109H	Computer Applications/Honors	3
		15

Fourth Semester		Credits
ACCT 1341	Managerial Accounting	3
BADM 2010/201H or ENG 2151	Business Communication/Honors or Technical Writing	3
BADM 2151	Business Law	3
MARK 2010	Principles of Marketing	3
Arts & Humanities	OTM Arts & Humanities Elective (not PHIL)	3
		15

Plan at Tri-C*

Associate of Arts Degree Awarded Total
hours: 62

Suggested Sequence at Franklin – additional Tri-C Classes in yellow*

Fifth Semester		Credits
PF 321	Learning Strategies	2
		4
MGMT 325	Organizational Behavior	
BADM 1122	Principles of Management/Behavior	4
Elective	General Elective	3
MATH 1410	Statistics	3
		16

Sixth Semester		Credits
BSAD 320	Methods for Decision Making	4
MGMT 470	Organizational Leadership	4
BADM 2330	Human Resource Management	3
FIN 2100	Financial Management	3
		14

Seventh Semester		Credits
MGMT 440	Organizational Culture/Performance	4
BADM 1210	Labor Mgmt. Relations	3
Elective	General Elective	3
Elective	General Elective	3
Elective	General Elective	3
		16

Eighth Semester		Credits
MGMT 425	Managing Change	4
HRM 302	Training and Development	4
BSAD 460	Business Ethics for Leaders	4
BSAD/ MGMT 495	Business Capstone	4
		16
Bachelor of Arts Degree Awarded		Total hours: 124

This map represents one example of how to complete the AA and BA degrees. Students should work closely with advisors at both institutions to discuss options. Students should work with a Franklin advisor to identify a (minor or a second major/etc.). A Franklin 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 1470 or MATH 1410**

Program Benefits

This program awards maximum credit for an associate degree from Cuyahoga Community College, streamlining completion of a bachelor's degree from Franklin University. This program includes a dual major while meeting the minimum number of hours needed for a bachelor's degree. **Students are able to take additional courses at Tri-C to transfer to Franklin beyond their AA, which allows them to save time and money.** (Tri-C courses taken after associate degree completion may not be eligible for financial aid, see Counseling Center or Financial Aid Office for details.) **A maximum of 94 credits transfers to Franklin from Tri-C.**

All students must complete:

- A minimum of 124 semester credits (combined Tri-C and Franklin)
- Meet all residency requirements (30 credits for Franklin University)